
CREDIT SUPPORT AGREEMENT

dated as of August 2, 2018

given by

ANN W. KROENKE

to

DEUTSCHE BANK AG NEW YORK BRANCH

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Exhibit 1 – Credit Support Provider’s Compliance Certificate

CREDIT SUPPORT AGREEMENT

THIS CREDIT SUPPORT AGREEMENT, dated as of August 2, 2018 (as same may be amended, supplemented, renewed, extended, replaced, and/or restated from time to time, this “Agreement”), is entered into by ANN W. KROENKE, a natural person (the “Credit Support Provider”), in favor of **DEUTSCHE BANK AG NEW YORK BRANCH**, a branch licensed by the Banking Department of the State of New York and an integral part of Deutsche Bank AG, a banking corporation organized and existing under the laws of the Federal Republic of Germany (the “Lender”).

In consideration of the Loan (the “Loan”) given or to be given or continued to E. Stanley Kroenke, a natural person (the “Borrower”), by the Lender pursuant to the Loan Agreement (as defined in Section 1 hereof), the receipt and sufficiency of which consideration are hereby acknowledged, and in order to induce the Lender to make the Loan available to the Borrower, the Credit Support Provider hereby agrees with the Lender as follows:

1. Certain Definitions. In this Agreement, all words and terms defined in the Loan Agreement shall have the respective meanings and be construed as provided therein unless a different meaning clearly appears from the context. Reference herein to, or citation herein of, any provisions of the Loan Agreement shall be deemed to incorporate such provisions as a part hereof in the same manner and with the same effect as if the same were fully set forth herein. In addition, the following terms shall have the following meanings for all purposes when used in this Agreement, and in any note, certificate, report or other document made or delivered in connection with this Agreement:

“Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. Section 101, *et seq.*

“Compliance Certificate” is defined in Section 11(a)(iii) hereof.

“Event of Default” and “Events of Default” are defined in Section 15 hereof.

“Guaranteed Obligations” means the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Borrower at the rate provided for in the Loan Agreement, whether or not a claim for post-petition interest is allowed in any such proceeding), fees, costs and indemnities), whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity whatsoever of the Borrower owing to the Lender, whether now existing or hereafter incurred under, arising out of, or in relation to any one or more of the Loan Documents (including in connection with the termination, cancellation, annulment or invalidity thereof).

“Loan Agreement” means that certain Bridge Loan Agreement, dated as of the date hereof, by and between the Borrower and the Lender, as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time.

“Solvent” means, when used with respect to any Person, that at the time of determination: (i) the fair value of the assets of such Person will exceed its debts and liabilities, subordinated, contingent or otherwise, (ii) the present fair saleable value of the property of such Person will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, and (iii) such Person will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured. For the purposes of determining whether a Person is Solvent, the amount of any contingent liability shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that reasonably can be expected to become an actual or matured liability.

“Summary” is defined in Section 11(a)(i) hereof.

2. Unconditional Guaranty. The Credit Support Provider hereby absolutely and unconditionally guarantees to the Lender the payment in full when due, whether at stated maturity, by acceleration, demand or otherwise, of any and all Guaranteed Obligations, together with all actual out-of-pocket fees, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses and expenses of collection) (both pre and post-judgment) incurred by the Lender in enforcing any of such obligations or any of the terms hereof. This is a guaranty of payment and not of collection; the Credit Support Provider undertakes such guaranty as primary obligor and not merely as surety; and the Lender may enforce this Agreement against the Credit Support Provider without any prior enforcement of the Guaranteed Obligations or any security therefor or other guaranty thereof.

3. Certain Waivers. Except to the extent expressly required by the provisions of the Loan Documents, the Credit Support Provider waives, to the fullest extent permitted by the provisions of applicable law, all of the following (including, without limitation, all defenses, counterclaims and other rights of any nature based upon any of the following):

(a) presentment, demand for payment and protest of nonpayment of any of the Guaranteed Obligations, and notice of protest, dishonor or nonperformance;

(b) notice of acceptance of this Agreement and notice that credit has been extended in reliance on the Credit Support Provider’s guaranty of the Guaranteed Obligations;

(c) notice of any default under the Loan Agreement or of any inability to enforce performance of the obligations of the Borrower or of any other Person with respect to any Loan Document or notice of any acceleration of maturity of any Guaranteed Obligations;

(d) demand for performance or observance of, and any enforcement of any provision of, the Loan Agreement, any other Loan Document or the Guaranteed Obligations or any pursuit or exhaustion of rights or remedies against the Borrower or any other Person in respect of the Guaranteed Obligations or any requirement of

diligence or promptness on the part of the Lender in connection with any of the foregoing;

(e) any act or omission on the part of the Lender which may impair or prejudice the rights of the Credit Support Provider, including, without limitation, rights to obtain subrogation, exoneration, contribution, indemnification or any other reimbursement from the Borrower or any other Person, or otherwise operate as a deemed release or discharge;

(f) any statute of limitations or any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than the obligation of the principal;

(g) any "single action" or "anti-deficiency" law which would otherwise prevent the Lender from bringing any action, including, without limitation, any claim for a deficiency, against the Credit Support Provider before or after the commencement or completion of any foreclosure action, whether judicially, by exercise of power of sale or otherwise, or any other law which would otherwise require any election of remedies by the Lender;

(h) any sale, lease or transfer of any of the assets of the Borrower to any other Person, or any other change of status under any law in respect of the Borrower;

(i) any increase in principal amount of, or extension of the time for payment of the principal of or interest on, any Guaranteed Obligation;

(j) all demands and notices of every kind with respect to the foregoing; and

(k) to the extent not referred to above, all defenses (other than payment) which the Borrower may now or hereafter have to the payment of the Guaranteed Obligations, together with all suretyship defenses, which could otherwise be asserted by the Credit Support Provider.

The Credit Support Provider represents that the Credit Support Provider has obtained the advice of counsel as to the extent to which suretyship and other defenses may be available to the Credit Support Provider with respect to the obligations of the Credit Support Provider hereunder in the absence of the waivers contained in this Section 3.

4. Certain Lender Actions. The Lender may at any time and from time to time (whether or not after termination of this Agreement) without the consent of, or notice (except any notice required by applicable statute that cannot be waived) to, the Credit Support Provider, without incurring responsibility to the Credit Support Provider, without impairing or releasing any of the obligations of the Credit Support Provider hereunder, upon or without any terms or conditions and in whole or in part:

(a) change the manner, place or terms of payment, and/or change or extend the time of payment of, renew, accelerate or alter, any of the Guaranteed

Obligations, any security therefor or other guaranty thereof, or any liability incurred directly or indirectly in respect thereof, or otherwise modify, amend, waive, change, or consent to departure from, any term of the Loan Agreement or any other Loan Document (other than this Agreement) or any other guaranty of any of the Guaranteed Obligations, and the guaranty herein made shall apply to the Guaranteed Obligations as so changed, extended, renewed, accelerated or altered;

(b) sell, exchange, release, waive, surrender, realize upon, or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, any of the Guaranteed Obligations or any liabilities (including, without limitation, any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(c) exercise or refrain from exercising any rights against the Borrower or any other Person or otherwise act or refrain from acting;

(d) settle, release, collect, compromise or otherwise liquidate any of the Guaranteed Obligations, any security therefor or other guaranty thereof or any liability (including, without limitation, any of those hereunder) incurred directly or indirectly in respect thereof, or subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrower to creditors of the Borrower other than the Lender and the Credit Support Provider; or

(e) apply any sums by whomsoever paid or howsoever realized to any of the Guaranteed Obligations regardless of what Guaranteed Obligations remain unpaid.

5. No Reduction. Neither the liabilities of the Credit Support Provider hereunder, nor the Lender's rights hereunder, shall be reduced, limited, terminated or in any other way affected by reason of any guaranty executed in favor of the Lender by any other Person (and this Agreement shall be enforceable against the Credit Support Provider without regard to such other guaranty or guaranties or any release or consent to departure from, or any amendment or waiver of, any such other guaranty or guaranties).

6. Absolute and Unconditional Guaranty. This is an absolute and unconditional guaranty and no invalidity, illegality, irregularity, unenforceability, avoidance or contractual or other subordination of all or any part of the Guaranteed Obligations, or of any security therefor, guaranty thereof, or right of offset with respect thereto, or of this Agreement, or of any part of the Loan Agreement or any other Loan Document, nor any regulation, order or ruling, or judicial or administrative directive of any kind, nor any election, in any proceeding instituted under Chapter 11 of the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code, nor any borrowing or grant of a security interest by the Borrower, as debtor-in-possession, under Section 364 of the Bankruptcy Code, nor the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of the Lender's claim(s) for repayment of the Guaranteed Obligations, nor any change in respect of any obligor of any of the Guaranteed Obligations (including without limitation, as a result of any merger, consolidation, dissolution, liquidation, recapitalization or other change of name, identity, structure or status), nor the operation of any anti-deficiency statute, nor any other circumstance which might otherwise

constitute a legal or equitable discharge or defense of the Credit Support Provider, or any defense which the Borrower could assert with respect to its Guaranteed Obligations or the Guaranteed Obligations (including, without limitation, failure of consideration, breach of warranty, fraud, payment, accord and satisfaction, strict foreclosure, statute of frauds, bankruptcy, infancy, statute of limitations, the Lender liability and usury) shall impair, be a defense to, or otherwise affect, this Agreement.

7. Continuing Guaranty. This Agreement is a continuing guaranty and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

8. No Inducement. The Credit Support Provider hereby acknowledges and confirms to the Lender that the Credit Support Provider has not been induced to execute, deliver or make this Agreement as a result of, and are not relying upon, any representation, warranty, agreement or condition, whether express or implied or written or oral, by the Lender, the Borrower or any other Person.

9. Certain Representations. In order to induce the Lender to accept this Agreement and to enter into the Loan Agreement and the transactions thereunder, the Credit Support Provider hereby makes the following representations and warranties:

(a) Residence; Power and Authority. As of the date hereof, the Credit Support Provider is a natural person and citizen of the United States of America. The Credit Support Provider has her principal residence at the address of the Credit Support Provider as notified to the Lender prior to the date of this Agreement (such address is also the location where the Credit Support Provider keeps her respective personal records and financial information). The Credit Support Provider has all requisite right and power to execute and deliver this Agreement and to perform her Guaranteed Obligations hereunder. Furthermore, the Credit Support Provider will not change her residence as aforesaid without giving the Lender at least thirty (30) days prior written notice.

(b) Benefits to the Credit Support Provider. The Credit Support Provider will obtain material direct or indirect benefit by reason of the extension of credit by the Lender to the Borrower pursuant to the Loan Agreement.

(c) No Conflicts or Consents. None of the execution and delivery of this Agreement or the other Loan Documents applicable to the Credit Support Provider, the consummation of any of the transactions herein or therein contemplated, or the compliance with the terms and provisions hereof or with the terms and provisions thereof, will contravene or conflict, in any material respect, with any legal requirement to which the Credit Support Provider is subject or any judgment, license, order, or permit applicable to the Credit Support Provider or any indenture, mortgage, deed of trust, or other agreement or instrument to which the Credit Support Provider is a party or by which the Credit Support Provider may be bound, or to which the Credit Support Provider may be subject, to the extent such contravention or conflict could reasonably be expected to have a Material Adverse Effect. No consent, approval, authorization, or order of any court or Governmental Authority or third party is required in connection with the

execution and delivery by the Credit Support Provider of the Loan Documents applicable to the Credit Support Provider or to consummate the transactions contemplated hereby or thereby which has not been obtained.

(d) Enforceable Obligations. This Agreement and the other Loan Documents to which the Credit Support Provider is a party are the legal, valid and binding obligations of the Credit Support Provider, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws relating to or affecting the rights of creditors generally, and except as the enforceability of each such Loan Document is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(e) Approvals and Consents. All consents, licenses, approvals and authorizations of, and registrations, declarations and other filings with, any Governmental Authority which the Credit Support Provider is required to obtain in connection with the execution, delivery, performance or validity of, or payment under, this Agreement and the other Loan Documents applicable to her have been duly obtained and are in full force and effect.

(f) Litigation. There is no suit, legal action or proceeding pending against, or to the knowledge of the Credit Support Provider threatened against or affecting, the Credit Support Provider, before any court or arbitrator or any governmental body, agency or official which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(g) No Defaults. No event has occurred or failed to occur and no condition exists which, upon the execution and delivery of this Agreement and the other Loan Documents, would constitute an Event of Default or would, with the giving of notice or the lapse of time, or both, constitute an Event of Default. The Credit Support Provider is not in violation of any legal requirement or any agreement or other instrument to which she is a party or by which she or any of her assets or properties is bound, which violation could reasonably be expected to have a Material Adverse Effect. There are no "Events of Default" by the Credit Support Provider under, and as such term or similar term is defined in, any outstanding debt instruments, agreements or other instruments covering the payment of borrowed money from the Lender or any Affiliate of the Lender to which a the Credit Support Provider is a party.

(h) Financial Statements. The Credit Support Provider and the Borrower have furnished to the Lender their most recent unaudited financial statements (including bank statements and/or brokerage statements, balance sheet and statements of cash flow, net worth and contingent liabilities) as of December 31, 2017, as prepared by them in form and substance acceptable to the Lender (it being understood and agreed that any such financial statement that is substantially similar to those previously delivered by the Credit Support Provider and the Borrower to the Lender shall be acceptable to the Lender). Such financial statements are true and correct in all material respects and present fairly the financial condition of each of the Credit Support Provider and the

Borrower as of the date of such financial statements. Since such date, there has been no material adverse change in the financial condition of the Credit Support Provider or the Borrower.

(i) No Change in Facts or Circumstances; Disclosure. There is no fact which has not been disclosed in writing to the Lender which has, or, as far as the Credit Support Provider can now reasonably foresee, will have a Material Adverse Effect. Furthermore, there has been no material adverse change in any condition, fact, circumstance or event that would make the financial statements, reports, certificates or other documents submitted by the Credit Support Provider or the Borrower in connection with this Agreement and the other Loan Documents inaccurate, incomplete or otherwise misleading in any material respect or that would reasonably be expected to cause a Material Adverse Effect.

(j) Taxes. The Credit Support Provider has filed all foreign and United States federal income tax returns and all other material tax returns which are required to be filed by the Credit Support Provider and has paid all taxes due pursuant to such returns or pursuant to any assessment received by the Credit Support Provider. As of the date hereof, the Credit Support Provider has not contested or disputed any such taxes or assessments, and if she shall do so in the future they shall be contested in good faith by proper proceedings and against which reserves shall have been set aside by the Credit Support Provider.

(k) Solvent. The Credit Support Provider has not entered into the transactions hereunder or any Loan Document applicable to her with the actual intent to hinder, delay, or defraud any creditor and has received reasonably equivalent value in exchange for her obligations hereunder and under such Loan Documents. On the date hereof and after and giving effect to the Guaranteed Obligations, the Credit Support Provider is and will be Solvent.

(l) [Reserved].

(m) Foreign Trade Regulations. The Credit Support Provider is not (a) a person included within the definition of “designated foreign country” or “national” of a “designated foreign country” in Executive Order No. 8389, as amended, in Executive Order No. 9193, as amended, in the Foreign Assets Control Regulations (31 C.F.R., Chapter V, Part 500, as amended), in the Cuban Assets Control Regulations of the United States Treasury Department (31 C.F.R., Chapter V, Part 515, as amended) or in the Regulations of the Office of Alien Property, Department of Justice (8 C.F.R., Chapter II, Part 507, as amended) or within the meanings of any of the said Orders or Regulations, or of any regulations, interpretations, or rulings issued thereunder, or in violation of said Orders or Regulations or of any regulations, interpretations or rulings issued thereunder; or (b) an entity listed in Section 520.101 of the Foreign Funds Control Regulations (31 C.F.R., Chapter V, Part 520, as amended).

(n) Office of Foreign Assets Control. The Credit Support Provider is not a person (i) whose property or interest in property is blocked or subject to blocking

pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) who engages in any dealings or transactions prohibited by Section 2 of such executive order, or, to his/her knowledge, is otherwise associated with any such person in any manner violative of Section 2, or (iii) on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

(o) Foreign Person. The Credit Support Provider is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(p) No Setoff. Other than the statutory right of setoff provided by applicable legal requirements, to the Credit Support Provider's best knowledge, there exists no right of setoff, deduction or counterclaim on the part of any the Credit Support Provider against the Lender or any of its Affiliates.

(q) Certain Information. The Credit Support Provider is presently informed of the financial condition of the Borrower and each other and of all other circumstances that a diligent inquiry would reveal and that bear upon the risk of nonpayment of the Guaranteed Obligations.

10. [Reserved].

11. Financial Reporting and Certain Other Covenants. The Credit Support Provider shall comply, and shall cause the Borrower to comply, with the following additional covenants:

(a) Financial Reporting. The Credit Support Provider covenants and agrees that the Credit Support Provider, (I) shall keep and maintain complete and accurate books and records, and (II) shall permit the Lender and any authorized representatives of the Lender to have access to and to inspect, examine and make copies of the books and records, any and all accounts, data and other documents of the Credit Support Provider, once per year (or, upon the occurrence and continuance of an Event of Default, at any time and from time to time), during normal business hours, upon the giving of reasonable notice of such intent. The Lender shall have the right, at any time and from time to time upon the occurrence and continuation of an Event of Default hereunder after expiration of any applicable notice and cure periods, to audit the books and records of the Credit Support Provider. In the event that the Lender audits any such books and records, the Lender shall have the right, in its reasonable discretion, to choose the auditor. The Credit Support Provider shall cooperate with the Lender, and shall cause the Borrower to cooperate, in connection with any such audit, and shall be obligated to pay for the cost of any such audit. In connection therewith, the Credit Support Provider shall deliver to the Lender the following:

(i) Annual Financial Statements and Other Statements. The Credit Support Provider shall deliver to the Lender, as soon as available, and in

any event not later than August 31 of each calendar year during the term hereof, (A) the annual financial statements of the Credit Support Provider and the Borrower as of the end of and for the preceding calendar year, which financial statements shall be prepared on an unaudited basis, in form substantially similar to those previously delivered by the Credit Support Provider and the Borrower to the Lender, and which shall include the Credit Support Provider's and the Borrower's balance sheets and statements of cash flow for such preceding calendar year just ended, net worth and contingent liabilities, as well as such collateral securing such liabilities; provided that, in respect of such statement of cash flow, such statement shall detail in a manner satisfactory to the Lender in its reasonable discretion, all sources and uses of all cash by the Credit Support Provider and the Borrower. All such financial statements shall be prepared by the Credit Support Provider and the Credit Support Provider's independent certified public accountants (which accountants shall be reasonably acceptable to the Lender), and shall be certified by the Credit Support Provider to the Lender as complete and correct in all material respects; and (B) a report and summary in form and substance satisfactory to the Lender in its reasonable discretion, and in a format consistent with and substantially similar to the report and summary dated as of December 31, 2017 and delivered by the Credit Support Provider to the Lender, setting forth in sufficient detail a description and summary of all businesses and real estate properties and results from operations with respect thereto of all such businesses and real estate properties and entities owned either directly or indirectly by the Credit Support Provider, the Borrower or any of their Affiliates (the "Summary").

(ii) [Reserved].

(iii) Compliance Certificate. The financial statements required to be delivered under Section 11(a)(i) hereof shall be accompanied by the Credit Support Provider's Compliance Certificate substantially in the form attached hereto as **Exhibit 1** (the "Compliance Certificate"), appropriately completed.

(iv) Additional Information. The Credit Support Provider shall also provide, and shall cause the Borrower to provide, the Lender with such other information relating to the Borrower as the Lender may from time to time reasonably request, including, without limitation, bank statements and/or brokerage statements, within ten (10) calendar days of such request, and with regard to the Credit Support Provider and the Borrower, to the extent not provided under Section 11(a)(i) hereof, further additional disclosure as to liabilities, whether direct or contingent, and the collateral securing such liabilities, as well as bank statements and/or brokerage statements of the Credit Support Provider and the Borrower, within ten (10) calendar days of such request.

(b) Certain Notices. The Credit Support Provider shall provide to the Lender as soon as possible, and in any event no later than five (5) Business Days after the occurrence of an Event of Default, or an event which with notice or lapse of time or both would constitute an Event of Default continuing on the date of such statement, a

statement of the Credit Support Provider setting forth the details of such Event of Default or event, and the action which the Credit Support Provider propose to take with respect thereto. The shall also provide to the Lender promptly after the Credit Support Provider receives actual knowledge of the commencement thereof, notice of (i) any material adverse change in the financial condition of the Borrower or the Credit Support Provider, or (ii) any action or proceeding relating to the Borrower or the Credit Support Provider by or before any court, governmental agency or arbitral tribunal as to which, if adversely determined, would have a Material Adverse Effect.

(c) Compliance with legal requirements. The Credit Support Provider shall, during the term hereunder, comply with all legal requirements if failure to comply with such legal requirements, individually or in the aggregate, would have a Material Adverse Effect.

12. Certain Additional Covenants of the Credit Support Provider. The Credit Support Provider further covenants, represents and warrants to the Lender that:

(a) No Obligations. The Lender is not obligated to give or to continue any financial accommodation to the Borrower or any other Person (including the Credit Support Provider) except for the Loan Agreement and thereunder.

(b) No Other Representations. No Person, including the Lender and the Borrower, has made any representation to the Credit Support Provider as to any matter which may affect or in any way relate to the financial condition, relationships or transactions of the Credit Support Provider or any other Person, including the business, assets, liabilities, type or value of any security therefor, financial condition, management or control of the Credit Support Provider or any other Person.

(c) No Obligation to Notify. The Lender is not obligated to notify the Credit Support Provider or any other Person of any change in the business, assets, liabilities, type or value of any security therefor, financial condition, management or control of the Borrower, the Credit Support Provider or of any other Person, and none of such changes shall release or otherwise impair any of the rights of the Lender against the Credit Support Provider.

(d) No Release. Neither failure by the Lender to obtain, perfect, protect, preserve, insure or realize upon any security for any of the Guaranteed Obligations or any liability of any other Person nor any failure to obtain any other guaranty nor any other act or failure to act by the Lender shall release or otherwise impair any of the obligations of the Credit Support Provider under this Agreement.

(e) Staying Informed, etc. The Credit Support Provider will continue to keep informed of the Borrower's financial condition and of all other circumstances that bear upon the risk of nonpayment. The Credit Support Provider waives any obligation which may now or hereafter exist on the part of the Lender to inform the Credit Support Provider of the risks being undertaken by making this Agreement or of any changes in such risks.

13. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing (except where telephonic instructions or notices are expressly authorized herein to be given) and shall be deemed to be effective: (a) if by hand delivery, telecopy or other facsimile transmission, on the day and at the time on which delivered to such party at the address or fax numbers or email addresses specified below, and if such day is not a Business Day, delivery shall be deemed to have been made on the next succeeding Business Day; (b) if by mail, on the day which it is received after being deposited, postage prepaid, in the United States registered or certified mail, return receipt requested, addressed to such party at the address specified below; or (c) if by Federal Express or other reputable express mail service, on the next Business Day following the delivery to such express mail service, addressed to such party at the address set forth below; or (d) if by telephone, on the day and at the time reciprocal communication (i.e., direct communication between two or more persons, which shall not include voice mail messages) with one of the individuals named below occurs during a call to the telephone number or numbers indicated for such party below:

(a) if to the Credit Support Provider, to:

Ann W. Kroenke

The address of the Credit Support Provider as notified to the Lender prior to the date of this Agreement

Telephone No.: (573) 449-8323

with a copy to (which copy shall not constitute notice to the Credit Support Provider):

c/o The Kroenke Group

The address of the Borrower as notified to the Lender prior to the date of this Agreement

Attention: E. Stanley Kroenke

Telephone No.: (573) 449-8323

and with a copy to (which will not constitute notice to the Credit Support Provider):

Clifford Chance US LLP

31 West 52nd St

New York, NY 10019

Attention: Jason Young

Telephone No.: (212) 878-8519

Telefax No.: (212) 878-8375

Email: jason.young@cliffordchance.com

(b) if to the Lender, to:

Deutsche Bank AG New York Branch
345 Park Avenue – 14th Floor
New York, New York 10156
Attention: Joshua Frank, Director
Telephone No.: (212) 250-0191
Email: joshua.frank@db.com

with a copy to (which will not constitute notice to the Lender):

Deutsche Bank AG New York Branch
60 Wall Street
New York, New York 10005
Attention: Joshua Zakheim, Vice President and Counsel
Telephone No.: (212) 250-4619
Email: joshua.zakheim@db.com

All notices hereunder and all documents and instruments delivered in connection with this transaction or otherwise required hereunder shall be in the English language. Each party shall be entitled to rely on all communications which purport to be on behalf of the party and purport to be signed by an authorized party or the above indicated attorneys. A failure to send the requisite copies does not invalidate an otherwise properly sent notice to the Credit Support Provider and/or the Lender.

14. Subrogation. Any and all rights and claims of the Credit Support Provider against the Borrower or any property of the Borrower or against any other Person, arising by reason of any payment by the Credit Support Provider to the Lender pursuant to the provisions, or in respect, of this Agreement shall be subordinate, junior and subject in right of payment to the prior and indefeasible payment in full of all Guaranteed Obligations to the Lender, and until such time, the Credit Support Provider shall have no right of subrogation, contribution or any similar right and hereby waive any right to enforce any remedy the Lender may now or hereafter have against the Borrower or any endorser of all or any part of the Guaranteed Obligations and any right to participate in, or benefit from, any security given to the Lender to secure any Guaranteed Obligations.

15. Events of Default; Remedies. The following shall constitute events of default hereunder (collectively, the “Events of Default”, and individually, an “Event of Default”):

(a) Failure to Pay. The Credit Support Provider shall fail to make any payment, when due, in respect of any Guaranteed Obligation pursuant to the terms hereof;

(b) Certain Covenants. The Credit Support Provider shall fail to observe or perform any covenant contained in Sections 10 or 12 hereof to the extent applicable to each and such failure shall not be rectified or corrected to the Lender’s satisfaction within thirty (30) days;

(c) Failure to Perform Generally. The Credit Support Provider shall fail to perform or observe any other covenant, agreement or provision to be performed or observed under this Agreement or any other Loan Document applicable to the Credit Support Provider and such failure shall not be rectified or corrected to the Lender's satisfaction within thirty (30) days;

(d) Misrepresentation. Any representation or warranty made by the Credit Support Provider in this Agreement or in any Loan Document applicable to her/him shall prove to have been false or misleading in any material respect when made;

(e) Cross-Defaults, etc. The Credit Support Provider shall (i) default in any payment of Material Indebtedness to the Lender or any Affiliate of the Lender (excluding any such obligation hereunder which is specifically governed by Section 15(a)), beyond any period of grace or forbearance provided with respect thereto; or (ii) default in the performance of any other agreement, term or condition contained in any agreement under which any Indebtedness is created with the Lender or any Affiliate of the Lender if the effect of such default is to cause, or to permit the holder or holders of such Indebtedness (or any representative on behalf of such holder or holders) to cause, such Indebtedness to become due prior to its stated maturity (unless such default shall be expressly waived by the holder or holders of such Indebtedness or an authorized representative on their behalf) or any demand is made for payment of any Material Indebtedness which is due on demand;

(f) Bankruptcy, etc. The Credit Support Provider shall generally not pay her debts as such debts become due, or shall admit in writing her inability to pay her debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Credit Support Provider seeking to adjudicate any of them a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of the Credit Support Provider or her debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for her or for any substantial part of her property and, in the case of any such proceeding instituted against her (but not instituted by her), shall remain undismissed or unstayed for a period of sixty (60) days; or the Credit Support Provider shall take advantage of any bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws relating to or affecting the rights of creditors generally; or the Credit Support Provider shall take any action to authorize any of the actions set forth above in this subparagraph (f);

(g) Judgments. A final judgment or order for the payment of money and which shall not be fully covered by insurance and which has a Material Adverse Effect shall be rendered against the Credit Support Provider;

(h) Material Adverse Effect, etc. There shall occur a material adverse change in the financial condition of the Credit Support Provider;

(i) Unenforceability; Repudiation. This Agreement, the Loan Agreement or any other Loan Document shall, at any time after their respective execution and delivery and for any reason whatsoever, cease to be in full force and effect or shall be declared to be null and void (other than by any action on behalf of the Lender), or the validity or enforceability thereof shall be contested by the Credit Support Provider, the Borrower or any Affiliate thereof; or the Borrower and/or the Credit Support Provider shall improperly deny that any of them has any further liability or obligation under this Agreement, the Loan Agreement or any of the Loan Documents to which any of them is a party;

(j) Loan Documents. The occurrence and continuance of an “Event of Default” as such term is defined in, and under, any other Loan Document (other than this Agreement);

(k) Execution and Attachment. A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in any of the properties or assets of the Credit Support Provider which shall have a Material Adverse Effect, or any judgment involving monetary damages shall be entered against the Credit Support Provider which shall become a Lien on his properties or assets or any portion thereof or interest therein, which shall have a Material Adverse Effect, and such execution, attachment or similar process is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy;

(l) Seizure. Seizure or foreclosure of any of the properties or assets of the Credit Support Provider pursuant to process of law or by respect of legal self-help, and which shall have a Material Adverse Effect, unless said seizure or foreclosure is stayed or bonded in full within sixty (60) days after the occurrence of same; or

(m) Death or Incompetency. The death or adjudicated incompetency of the Credit Support Provider; provided, however, that in connection with either the adjudicated incompetency or the death of the Credit Support Provider, no Event of Default shall be declared by the Lender if, within ninety (90) days from the date of such adjudication of incompetency or the date of the Credit Support Provider’s death, as the case may be, the guardian of the Credit Support Provider or the estate of the deceased the Credit Support Provider, as the case may be, (i) upon the Lender’s written request acknowledges and does not repudiate or dispute in any manner, and assumes, this Agreement and the Guaranteed Obligations hereunder, (ii) cooperates with the Lender in filing and seeking any contingent liability claim in connection with the death of the Credit Support Provider, (iii) has sufficient assets to secure all monetary Guaranteed Obligations hereunder and sets aside sufficient sums, in the Lender’s reasonable discretion, in connection therewith and (iv) the estate of the Credit Support Provider continues to meet all applicable terms, conditions and covenants under this Agreement and the other Loan Documents.

16. Remedies, etc.

(a) General. Upon the occurrence and continuation of an Event of Default and at any time thereafter the Lender shall have all rights and remedies available hereunder and at law or in equity, including, but not limited to, the right to (i) cause all Guaranteed Obligations to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) exercise its rights under the Loan Documents; (iii) take any other action available either at law or in equity to enforce performance or collect any amounts due or thereafter to become due under this Agreement; and (iv) enforce the observance of any of the covenants or obligations of the Credit Support Provider under this Agreement and the other Loan Documents. It is further understood and agreed that upon any Event of Default described in Section 15(f) above, all Guaranteed Obligations shall immediately and automatically become due and payable, without notice or demand, and the Credit Support Provider hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

(b) Lender. Upon the occurrence and continuation of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Lender against the Credit Support Provider under this Agreement or any of the other Loan Documents executed and delivered by, or applicable to, the Credit Support Provider or at law or in equity may be exercised by the Lender at any time and from time to time, whether or not the Loan shall be declared due and payable, and whether or not the Lender shall have commenced any proceeding against the Borrower or other action for the enforcement of its rights and remedies under any of the Loan Documents. Any such actions taken by the Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents to which the Credit Support Provider is a party.

(c) No Duty to Mitigate Damages. The Lender shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate any damages if any Event of Default shall occur and be continuing hereunder.

(d) No Additional Waiver Implied by One Waiver; Cumulative Rights. In the event any agreement, warranty, representation or covenant contained in this Agreement shall be breached by the Credit Support Provider and thereafter waived by the Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. The failure or delay of the Lender to require performance by the Credit Support Provider of any provision of this Agreement or any other Loan Document shall not effect its right to require performance of such provision unless and until such performance has been waived in writing by the Lender in accordance with the terms hereof. Each and every right or remedy granted to the Lender hereunder or under any other document or instrument delivered hereunder or in connection herewith, or allowed to the Lender at law or in equity or by statute, shall be

cumulative and may be exercised from time to time, it being the intention of the parties hereto that no right or remedy hereunder is exclusive of any other right or remedy or remedies, and that each and every such right or remedy shall be in addition to any other right or remedy given hereunder and under the Loan Documents or now or hereafter existing at law or in equity or by statute.

17. Crediting of Monies Recovered. Any amounts recovered from the Credit Support Provider or any other Person after an Event of Default shall be applied by the Lender toward the payment of any interest and/or principal of the obligations of the Borrower under the Loan Documents and the Guaranteed Obligations and/or any other amounts due under the Loan Documents in such order, priority and proportions as the Lender in its sole discretion shall determine.

18. Claims. If any claim is ever made upon the Lender for repayment or recovery of any amount or amounts received by the Lender in payment or on account of any of the Guaranteed Obligations, including, without limitation, claims in connection with any insolvency, bankruptcy or reorganization of the Borrower, and claims of invalid, fraudulent or preferential transfers, and the Lender repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over the Lender or any of its property, or (b) any settlement or compromise of any such claim effected by the Lender with any such claimant (including, without limitation, the Borrower), then and in such event the Credit Support Provider agrees that any such judgment, decree, order, settlement or compromise shall be binding upon the Credit Support Provider, notwithstanding any revocation or termination hereof or the cancellation of the Loan Agreement or any other instrument evidencing any Guaranteed Obligation, and the Credit Support Provider shall be and remain liable to the Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Lender.

19. Statute of Limitations. Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by the Borrower or others (including the Credit Support Provider), with respect to any of the Guaranteed Obligations shall, if the statute of limitations in favor of the Credit Support Provider against the Lender shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

20. Separate Causes of Actions. Each and every default in respect of the Guaranteed Obligations and each and every default hereunder shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises, but nothing herein shall preclude the Lender from accelerating payment of the Guaranteed Obligations upon the occurrence of any Event of Default beyond any applicable grace, notice or cure period, or of the liabilities of the Credit Support Provider as herein provided.

21. Failure to Act, etc. No failure or delay on the part of the Lender in exercising any of its options, powers, rights or remedies, whether arising hereunder or otherwise, and no partial or single exercise thereof, shall constitute a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right. No waiver of any of the Lender's rights hereunder, and no modification, amendment, supplement or discharge of this Agreement,

shall be deemed to be made by the Lender unless the same shall be in writing, shall be duly signed on behalf of the Lender, and shall expressly refer to this Agreement, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Lender or the obligations of the Credit Support Provider to the Lender in any other respect at any other time. No notice to or demand on the Credit Support Provider in any case shall entitle the Credit Support Provider to any other further notice or demand in similar or other circumstances.

22. Governing Law; Jurisdiction, Service of Process and Venue.

(a) GOVERNING LAW. LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, INCLUDING, BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF AND THEREOF, WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. THE CREDIT SUPPORT PROVIDER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT SHE WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE LENDER OR ANY RELATED PARTY OF THE LENDER IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE CREDIT SUPPORT PROVIDER OR HER PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE CREDIT SUPPORT PROVIDER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT SHE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 11.08(b) OF THE LOAN AGREEMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 13. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) Alternative Process. Nothing herein shall in any way be deemed to limit the ability of the Lender to serve any such process or summonses in any other manner permitted by applicable law.

23. Binding Nature, etc. This Agreement is binding upon the Credit Support Provider and any heirs, executors, administrators, successors and assigns of each the Credit Support Provider (except that the Credit Support Provider may not assign or transfer in any manner any of the obligations of the Credit Support Provider hereunder to any Person without the prior written consent of the Lender), and shall inure to the benefit of the Lender and its successors and assigns. Any agreement, instrument or document evidencing or securing any Guaranteed Obligations may be transferred as permitted in the Loan Agreement, and the benefit of the obligations of the Credit Support Provider hereunder shall extend to each holder of any such agreement, instrument or document evidencing or securing the Guaranteed Obligations automatically and without notice to the Credit Support Provider.

24. Jury Trial Waiver; No Marshalling of Assets; Submission to Jurisdiction.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) FURTHERMORE, THE CREDIT SUPPORT PROVIDER HEREBY WAIVES ANY DEFENSE OR CLAIM BASED ON MARSHALLING OF ASSETS OR ELECTION OF REMEDIES OR GUARANTIES.

25. Arm's Length. This Agreement has been executed and delivered by the Credit Support Provider after arms'-length negotiations between the Credit Support Provider or duly authorized representatives of the Credit Support Provider and the Lender, the Credit Support Provider having been represented by counsel of choice of the Credit Support Provider during such negotiations, and this Agreement shall not be construed against the Lender on the ground that the Lender has prepared the same.

26. Severability. In case one or more of the provisions contained in this Agreement shall be or shall be deemed to be void, voidable, invalid, illegal or unenforceable in any respect in any jurisdiction, the effectiveness, validity, legality and enforceability of such provisions shall not be affected or impaired in any other jurisdiction, nor shall the remaining provisions contained herein in any way be affected or impaired thereby.

27. Expenses. The Credit Support Provider agrees to pay promptly all actual and invoiced out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) in connection with (i) any and all amounts that the Lender has paid relative to the curing of any default resulting from the acts or omissions of the Credit Support Provider under this Agreement, (ii) the execution and delivery of this Agreement and any amendment or modification of, or waiver under, this Agreement, and (iii) the perfection and preservation of, and the enforcement of, the Lender's rights hereunder.

28. Cumulative Rights. The rights, remedies, powers and privileges of the Lender hereunder are cumulative and not exclusive of any other rights, remedies, powers or privileges now or hereafter existing at law or in equity.

29. Document Title; Section Headings. The title of this document is used, and the Section headings hereof are inserted, for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

30. Modifications. This Agreement may not be modified, changed, waived or discharged orally, but only by a writing signed by the Credit Support Provider and the Lender and constitutes the entire agreement of the parties with respect to the subject matter hereof.

31. USA Patriot Act Notice. The Lender hereby notifies the Credit Support Provider that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Credit Support Provider, which information includes the name and address of the Credit Support Provider and other information that will allow the Lender to identify the Credit Support Provider in accordance with the Patriot Act.

32. Document Completion. Upon the Lender's request from time to time, the Credit Support Provider shall promptly complete or cause to be completed any and all blanks in this Agreement in a manner consistent with the Loan application and any Loan commitment and/or rate lock agreement for the Loan, and shall promptly correct any and all clerical errors contained in the Loan Documents (collectively, the "Authorized Actions"). Additionally, the

Credit Support Provider authorizes and gives the Lender an irrevocable power of attorney, coupled with an interest, to perform the Authorized Actions on behalf of the Credit Support Provider and, where appropriate, insert replacement pages in the Loan Documents reflecting the Authorized Actions, in each case without the re-execution of the applicable Loan Documents by the Credit Support Provider. The Lender shall promptly forward to the Credit Support Provider (or to counsel for the Credit Support Provider) any and all completed or replacement pages inserted in the Loan Documents pursuant to the provisions of this paragraph. The Credit Support Provider hereby ratify the Loan Documents, as same may be completed or changed in accordance with the terms hereof.

33. Appointment of Credit Support Provider Representative. By her signature below, Ann W. Kroenke hereby appoints E. Stanley Kroenke as her personal representative and agent on her behalf (the “Credit Support Provider Representative”) for the purposes of delivering any compliance certificates and financial statements under this Agreement and for purposes of executing any amendments, restatements, waivers, modifications, supplements and/or other changes to this Agreement (collectively, the “Credit Support Provider Representative Actions”). The Credit Support Provider Representative hereby accepts such appointment. The Lender may regard any such certificates, statements, amendments, restatements, waivers, modifications, supplements and/or other changes received from the Credit Support Provider Representative as a notice, communication, agreement or acceptance for each of the undersigned. Each certification or agreement made in any such certificate, statement, amendment, restatement, waiver, modification, supplement and/or other change on behalf of the undersigned by the Credit Support Provider Representative shall be deemed for all purposes to have been made by each of the undersigned and shall be binding and enforceable against each of the undersigned to the same extent as if the same had been made directly by each of the undersigned. Additionally, the Credit Support Provider authorizes and gives the Credit Support Provider Representative an irrevocable power of attorney, coupled with an interest, to perform the Credit Support Provider Representative Actions on behalf of the Credit Support Provider.

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IN WITNESS WHEREOF, the Credit Support Provider has duly executed this Agreement as of the date set forth above.

THE CREDIT SUPPORT PROVIDER

/s/ Ann W. Kroenke

ANN W. KROENKE

Acknowledged and Agreed:

/s/ E. Stanley Kroenke

E. STANLEY KROENKE

EXHIBIT 1
to
Credit Support Agreement, dated as of August 2, 2018
from
Ann W. Kroenke, as the Credit Support Provider,
to
Deutsche Bank AG New York Branch, as the Lender

COMPLIANCE CERTIFICATE

FOR [] ENDED []

DATE: [DATE]

THE LENDER: **Deutsche Bank AG New York Branch**

THE CREDIT Ann W. Kroenke
SUPPORT
PROVIDER:

THE E. Stanley Kroenke
BORROWER:

This certificate is delivered under the Credit Support Agreement (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time, together with all attachments hereto, the “Agreement”), dated as of August 2, 2018, and given by the Credit Support Provider to the Lender as required under the Agreement. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Loan Agreement and the Agreement, as the case may be.

The Credit Support Provider and the Borrower hereby certify to the Lender as of the date hereof that as of **[date at the end of the period indicated above]** (the “Reporting Date”) (please insert the applicable date below):

1. Financial Statements:

Attached hereto are the Credit Support Provider’s and the Borrower’s unaudited financial statements (including their balance sheet and statements of cash flow, net worth and contingent liabilities) for the calendar year ended [____], together with the Summary as of such date.

The foregoing presents fairly in all material respects the financial condition of the Credit Support Provider and the Borrower at the period presented.

2. Neither the Credit Support Provider nor the Borrower knows of any Event of Default which has occurred and is continuing, except as set forth below:

[State “None” or specify the nature and period of existence of the Event of Default and the action the Credit Support Provider and the Borrower have taken or propose to take thereto to cure such Event of Default].

3. All of the representations and warranties made by (i) the Borrower under the Loan Agreement (ii) the Credit Support Provider under the Agreement and (iii) the Borrower and the Credit Support Provider under the other Loan Documents they are signatory to (in each case, except for those with date-specific information) remain true and correct in all material respects as of the date hereof.

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IN WITNESS WHEREOF, the Borrower and the Credit Support Provider have executed this Compliance Certificate as of the date set forth above.

THE CREDIT SUPPORT PROVIDER

ANN W. KROENKE

THE BORROWER

E. STANLEY KROENKE