ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA DOCUMENTS A103-2007 AND A201-2007, AS MODIFIED

THIS ADDENDUM (the "Addendum") is made as of ________, 2013, by and between RCP, LLC, a Kansas limited liability company ("Owner") and BLISS SPORTS II, LC, a Kansas limited liability company ("Contractor") FOR AND IN CONSIDERATION of the mutual promises and covenants made herein and those made in a certain "Standard Form of Agreement Between Owner and Contractor, AIA Document A103-2007" of even date herewith (together with the General Conditions and the Contract Documents as defined therein, and, as modified by this Addendum, the "Agreement"). The parties hereto agree as follows:

- 1. <u>Incorporation</u>. This Addendum is hereby incorporated by reference into the Agreement. This Addendum shall modify and supersede any terms, conditions and provisions of the Agreement to the extent that the terms, conditions and provisions in this Addendum are contrary to, or inconsistent with, the terms, conditions and provisions of the Agreement.
- 2. <u>Work Includes Obligations under Development Agreement</u>. Owner and Contractor acknowledge that they are parties to that certain "Rock Chalk Park Development Agreement" dated _______, 2013 by and among Owner, Contractor, the City of Lawrence, Kansas ("City") and Bliss Sports, LC, a limited liability company ("Bliss Sports") (the "Development Agreement"). Owner and Contractor acknowledge that the Agreement is intended to be the Infrastructure Improvements Construction Contract as that term is defined in Section 7.01 of the Development Agreement. Notwithstanding anything to the contrary in the Agreement or in the Development Agreement, as part of the Work (as defined in the Agreement) Contractor agrees to perform and provide (for the benefit of Owner and City) all obligations that Owner has under the Development Agreement for the benefit of City, including without limitation the following:
 - (a) <u>Engagement of Architect</u>. Contractor has engaged the Architect (as defined in the Development Agreement) to prepare the Infrastructure Improvements Plans in accordance with Article VI of the Development Agreement (the "<u>Architect's Infrastructure Work</u>"). Owner shall not be responsible for any act or neglect of Architect. Contractor shall cause Architect to comply with Architect's obligations under the Agreement and the Development Agreement.
 - Pad Site Work. Promptly after the latest to occur of the execution of the Agreement (b) (including this Addendum) and the Development Agreement, Contractor, directly or using contractors, subcontractors and materialmen permitted under the Agreement, will perform the work necessary to make the Pad Site (as defined in the Development Agreement) into Pad Ready Condition (as defined in the Development Agreement) in accordance with Sections 5.01, 8.02 and 8.03 and Article VII of the Development Agreement and the Project Timeline provided for in Sections 4.04 and 8.03(c) of the Development Agreement (collectively together with the other work referred to in this subparagraph, the "Pad Site Work"). As part of the Pad Site Work, Contractor agrees to: (i) prepare and issue to the City the form of certificate provided for in Section 8.02 of the Development Agreement promptly after completing making the Pad Site into Pad Ready Condition; (ii) prepare and deliver to the City, with a copy to RCP, on a timely basis the accounting of the costs incurred by Contractor to do the Pad Site Work and an estimate of the costs incurred or anticipated to be incurred relating to the balance of the Infrastructure Improvements in accordance with Sections 3.04 and 11.02 of the Development Agreement; (iii) hold and provide the City and Owner access to the team meetings provided for in Section 9.01 of the Development Agreement; (iv) provide the City access to the locations where Pad Site Work is being performed in accordance with Section 9.02 of the Development Agreement; (v) deliver when due all reports required to be made to the City and Owner in accordance with Section 9.03 of the Development Agreement and other provisions of the Agreement; (vi) carry, in accordance with

Article XIII of the Development Agreement, the insurance specified in such article and any other insurance required to be carried under this Agreement; and (vii) perform any work necessary to correct any deficiencies in the Pad-Ready Condition of the Pad Site which may be determined to exist in accordance with Sections 8.02 and 8.04 and Article XIV of the Development Agreement.

- Other Infrastructure Improvements Work. Upon City's acceptance of the Pad Site as being in Pad Ready Condition (the "Pad Site Acceptance Date"), Contractor, directly or using contractors, subcontractors and materialmen permitted under the Agreement, will perform the work necessary to develop and construct the rest of the Infrastructure Improvements (i.e., those improvements included in the term Infrastructure Improvements other than the making of the Pad Site into Pad Ready Condition) in accordance with the Development Agreement, including without limitation Article VII and Section 8.03 thereof (collectively together with the other work referred to in this subparagraph, the "Other Infrastructure Work"). As part of the Other Infrastructure Work, Contractor agrees to: (i) prepare and issue to the City the form of certificate provided for in Section 10.01 of the Development Agreement promptly after Substantial Completion of the Infrastructure Improvements; (ii) prepare and deliver to the City, with a copy to RCP, on a timely basis the accounting of the costs incurred by Contractor to do all of the Infrastructure Improvements (including without limitation any included in the Pad Site Work) in accordance with Section 11.02 of the Development Agreement; (iii) hold and provide the City and Owner access to the team meetings provided for in Section 9.01 of the Development Agreement; (iv) provide the City access to the locations where Infrastructure Improvements are being constructed in accordance with Section 9.02 of the Development Agreement; (v) deliver when due all reports required to be made to the City and Owner in accordance with Section 9.03 of the Development Agreement and other provisions of the Agreement; (vi) carry, in accordance with Article XIII of the Development Agreement, the insurance specified in such article and any other insurance required to be carried under this Agreement; and (vii) perform any work necessary to correct any deficiencies in the Infrastructure Improvements which may be determined to exist in accordance with Sections 8.04 and 10.01 and Article XIV of the Development Agreement.
- (d) <u>Limitation on Work until Pad Site Acceptance Date</u>. Owner and Contractor acknowledge and agree that: (i) initially the Work shall consist only of the Contractor performing under Subsections 2(a) and (b) of this Addendum (together with Contractor performing all pertinent obligations under the Agreement) and (ii) unless and until, prior to the termination of the Agreement in accordance with its terms, the Pad Site Acceptance Date occurs or Contractor and Owner agree otherwise in writing, Contractor shall have no obligation or right to, and shall not, perform any of the Other Infrastructure Work.

3. Amount and Payment of Contract Sum.

(a) Notwithstanding anything to the contrary in the Agreement, and in any event subject to Subsection 3(c) of this Addendum, Owner shall not be obligated to pay to Contractor (or any of its contractors, subcontractors or materialmen) any amount for providing work or materials as part of the Work (i.e., the Contract Sum) except for the amounts payable to Owner from the City pursuant to the provisions of the Development Agreement, if any, and the King Bond Premium, if any, in accordance with Section 12 hereof.

(b) [INTENTIONALLY DELETED]

(c) If the Infrastructure Improvements Completion Date (as defined in Section 10.01 of the Development Agreement and used herein) occurs prior to the termination of this Agreement, the Owner will pay to Contractor, within three (3) business days after Owner's receipt thereof, the amount payable to Owner as the Infrastructure Payment under Section 11.01 of the Development Agreement (which

amount the parties acknowledge could be zero), in full satisfaction of all compensation due to Contractor (and its contractors, subcontractors, materialmen and the Architect) in performing under this Agreement, including the Architect's Infrastructure Work, the Pad Site Work, the Other Infrastructure Work and anything else included in the term Work under the Agreement; provided that Owner need not pay such amount to Contractor until (i) The Work (including without limitation the Architect's Infrastructure Work, the Pad Site Work and the Other Infrastructure Work) has been fully and properly completed, (ii) Contractor has delivered to Owner all certificates and applications for payment provided for in the Agreement and (iii) Contractor has delivered to Owner waivers of mechanics, materialmen and any other liens that Contractor and any of its contractors, subcontractors, materialmen and the Architect might otherwise be entitled to claim under applicable law with respect to any of such Work. Notwithstanding anything to the contrary in the preceding sentence, if the "Recreation Center Architect's Fees" payable by the City under Section 3.01 of the Development Agreement are paid to RCP, then RCP will either pay those directly to the Architect or, upon presentation to RCP of documentation reasonably satisfactory to RCP that Contractor has paid all or a portion of such fees, RCP will reimburse Contractor from any such "Recreation Center Architect's Fees" actually received to the extent so paid by Contractor.

(d) In no event will the Contract Sum payable by Owner exceed the sum of (i) all of the hard costs and soft out of pocket costs incurred by Contractor in connection with development and construction of the Infrastructure Improvements that are completed as part of the Work and (ii) a construction management fee of Two and 50/100ths percent (2.5%) of the amount described in (i); provided, that to the extent any portion of the Infrastructure Improvements Cost (as defined in the Development Agreement and as established under the Agreement) consists of profit, overhead, fees, or other soft costs to Contractor or any subcontractor performing work on the Infrastructure Improvements, which subcontractor is a "related party" to Contractor (as defined in the Agreement), whether through common ownership interests, management, family relationships, or otherwise, such costs shall be credited against the construction management fee payable to Contractor under (ii) above.

4. [INTENTIONALLY DELETED]

- 5. Proration of Contract Sum/Infrastructure Improvements Cost. To the extent that the costs and fees making up the total Contract Sum/Infrastructure Improvements Cost (and the separate elements thereof) pertain to work performed with respect to the Recreation Center Site (as defined in the Development Agreement), the Infrastructure Site, the Stadium Site (as defined in the Development Agreement), and upon which the Infrastructure Improvements (as defined in the Development Agreement) or any portions thereof are located or constructed, such costs and fees will be allocated on a percentage basis based on the percentage of the Work of the Infrastructure Improvements constructed on each of the Recreation Center Site, the Infrastructure Site, the Stadium Site, and any other portion of the Property. Contractor will reasonably cooperate with Owner and City in allocating such costs and fees so as qualify for and satisfy any applicable industrial revenue bond financing requirements that Owner or City may make.
- 6. <u>Modifications to Section 1.5 of General Conditions</u>. Upon payment in full to Contractor for all services rendered under this Agreement, Owner shall have title to, own, and have the right to use for its purposes, without additional compensation to Contractor or Architect, all Plans, Drawings and Specifications (at whatever stage of development) furnished to Owner by Architect. In the event this Agreement is terminated, for whatever reason, Owner shall have the right, but not the obligation, to purchase the Plans, Drawings, and Specifications, or selected portions thereof, upon payment to Contractor of the Architect's fees attributable to such selected Plans, Drawings, and Specifications. Contractor shall provide for all of the foregoing in its separate contracts or agreements with Architect. Owner agrees that it will not sell, license or (except on its own projects) otherwise permit the use of such Plans, Drawings and Specifications or any prints made thereof.

Architect and Contractor shall have no responsibility to Owner incident to Owner's use of such Plans, Drawings and Specifications.

7. Modifications to Article 11 of General Conditions.

- (a) The policies of insurance and payment/performance bonds to be provided by Contractor shall be in such forms as may be the most extensive, and in such amounts as may be highest, among those listed in this Addendum, the General Conditions and the Development Agreement, respectively.
- (b) In addition to insurance coverages specified in the Development Agreement and the General Conditions, Contractor will carry or cause third parties at no cost to Owner or City to carry business auto liability insurance with limits of at least \$1,000,000 each accident which includes coverage for liability arising out of all owned, leased, hired and non-owned automobiles of Contractor and its subcontractors and which includes the Owner and the City as primary and non-contributory additional insureds.
- (c) In addition to insurance coverages specified in the Development Agreement and the General Conditions, Contractor will cause the Architect and, if the Contractor is responsible for any design element of the Work, then Contractors Professional Liability Insurance with insurance companies satisfactory to the Owner, including contractual liability insurance against the liability assumed in this Agreement which shall have limits of at least \$1,000,000 per claim and contain prior acts coverage sufficient to cover all acts performed by the Contractor and the Architect in connection with the Work.
- (d) In all instances where the Agreement or the Development Agreement require that the City or the Owner be named as additional insureds, the coverage for such additional insureds shall apply as primary before any other insurance or self-insurance of such additional insureds, including any deductible maintained by, or provided to such additional insured.
- (e) Contractor will carry completed operations insurance for a minimum of two (2) years following Final Completion of the Work.
- (f) Contractor will require all subcontractors engaged in the Work to carry the same insurance coverages as Contractor is required to carry in connection with the Work.
- (g) Contractor shall name the City as an additional insured on all policies of insurance maintained by Contractor and under which Owner is also a named insured, and all payment and performance bonds provided by Contractor shall also run to the benefit of City.
- (h) If Contractor fails to maintain or cause to be maintained the insurance coverage required hereunder, then Contractor acknowledges that either City or Owner may, but shall not be obligated to, contract for the required policies of insurance and pay the premiums on the same and Contractor agrees to reimburse whichever of the City or the Owner that obtains such insurance coverages for the amounts so advanced with interest thereon at 7% per annum.
- 8. Meetings and Reports. In connection with Contractor's provision of services and performance of Work under the Contract Documents, and in addition to any meetings under the Contract Documents, Contractor shall meet not less often than every other week with Owner and City at such reasonable times and places chosen by the Owner, to discuss the results and progress of the Work on the Project and/or of any services or Work then being performed by Contractor, and to discuss and address any problems relating thereto. If requested or required by Owner, Contractor shall provide Owner with written reports or recommendations in connection with such meetings. At any such meetings, Owner shall have the option, upon reasonable notice, to require the attendance of any Subcontractor to Contractor.

- 9. <u>Indemnification and Release</u>. Contractor agrees to indemnify, defend, and hold Owner, its directors, officers, employees, agents, and independent contractors and consultants (the "Owner Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the development and construction of the Infrastructure Improvements and the Project or the Work, or (ii) the gross negligence or willful misconduct of Contractor, its members, employees, agents or independent contractors in connection with the development and construction of the Infrastructure Improvements or the Work of the Project.
- 10. <u>Contractor's Financing</u>. If Contractor obtains financing from any third party for the performance of any portion or all of the Work, whether in the form of industrial revenue bond financing, third party lender financing used to purchase any of such bonds, other financing or a combination thereof, Contractor shall not enter into any documents evidencing such financing except with the prior written consent of Owner which Owner reserves the right to condition upon (a) the execution of an agreement between Owner and such lender(s) in a form reasonably acceptable to Owner and (b) compliance with the provisions of this Agreement and the Development Agreement, including, without limitation, Section 13.03 of the Development Agreement.
- 11. <u>Guaranty of Payment and Performance by Contractor</u>. Contemporaneously with the execution of this Addendum and the rest of the documents constituting the Agreement, Contractor shall cause Thomas S. Fritzel and Dru Stewart Fritzel to guarantee, the payment and performance of all of Contractor's obligations thereunder in the form attached to this form of Addendum as Exhibit One.
- Payment and Performance Bond and Lien Waivers by Certain Subcontractors. Within ten (10) 12. business days of the execution of the Agreement Contractor will enter into and deliver to Owner a copy of a written contract between Contractor and King Construction whereby King Construction agrees to perform certain portions of the Infrastructure Improvements, including substantially all grading related thereto (the "King Contract"). The King Contract will provide that, upon written request of Owner, King Construction will obtain and furnish to Owner a payment and performance bond issued to guarantee payment and performance by King Construction of all of such subcontractor's obligations under the King Contract in an amount of no less than the amount to be paid to King Construction upon full performance under the King Contract issued by a generally recognized bonding company licensed in Kansas and naming Owner as well as Contractor as beneficiaries of such bond (the "King Bond"). The King Contract will specify the premium that would be charged for the King Bond if requested by Owner (the "King Bond Premium") and, notwithstanding anything to the contrary in the Agreement, if Owner requests that King Construction obtain and deliver the King Bond, then Owner will pay the King Bond Premium directly to the issuer of the King Bond and will not offset the amount thereof against the Contract Sum otherwise payable to Contractor hereunder. Contemporaneously with delivery of the King Contract, Contractor will notify Owner what other contractors, other than King Construction and Contractor, are performing more than twenty-five percent (25%) of the Work other than the delivery of material and, if there are any, then upon request by Owner, each such subcontractor will also deliver a quote for the premium that would be required for such subcontractor to obtain and furnish for the benefit of Owner and Contractor a payment and performance bond for such subcontractor's portion of the Work and, upon Owner's written request, such subcontractor will furnish such bond to Owner and Owner will be responsible for the payment of the premium thereof in the same manner as for the King Bond Premium. Without limiting any other reporting obligations Contractor may have, no less often than monthly Contractor will furnish Owner with copies of receipts and lien waivers from materialmen and other subcontractors performing portions of the Work. Contractor represents to Owner that Contractor will pay King Construction and any other subcontractor from which a quote for a premium to obtain a payment and performance bond is required to be furnished to Owner under this subsection for work theretofore performed satisfactorily no less often than monthly.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first set forth above.

OWNE	<u>ER</u> :					
RCP, LLC, a Kansas limited liability company						
By:	The Kansas University Endowment Association, a Kansas not for profit corporation, its sole member					
	By:					
	Dale Seuferling, President					
CONTRACTOR:						
BLISS SPORTS II, LC, a Kansas limited liability company						
Ву:						
	Thomas S. Fritzel, Manager					
and						
By:						
	Dru Stewart Fritzel, Member					

EXHIBIT ONE

GUARANTY OF PAYMENT AND PERFORMANCE

In order to induce RCP, LLC, a Kansas limited liability company ("Owner") to enter into the "Standard Form of Agreement Between Owner and Contractor, AIA Document A103-2007" of even date herewith (together with the General Conditions and the Contract Documents as defined therein, and, as modified by this Addendum, the "Agreement") with BLISS SPORTS II, LC, , a Kansas limited liability company ("Contractor"), he undersigned (collectively, the "Guarantor") hereby execute this document (the "Guaranty") in order to guarantee for the benefit of Owner the payment and performance when due of all of the obligations and indebtedness of the Contractor under the Agreement (the "Obligations").

The persons listed as the Guarantor acknowledge that they are jointly and severally liable for the payment and performance when due of all of the Obligations. This Guaranty is a guaranty of payment and not of collection, and Owner shall not be required to take any action against Contractor as a precondition to the obligations of the Guarantor hereunder.

Guarantor agrees that Guarantor's liability hereunder will not be released, reduced, impaired or affected by any one or more of the following events: (a) Owner obtaining collateral or a bond from Contractor or any other person to secure payment or performance of the Obligations of Contractor under the Agreement; (b) the assumption of liability by any other person (whether as guarantor or otherwise) for payment or performance of the Obligations under the Agreement; (c) the release, surrender, exchange, loss, termination, waiver or other discharge of any collateral or bond securing payment or performance of the Obligations under the Agreement; (d) the subordination, relinquishment or discharge of the Owner's rights relating to the Obligations, Agreement or any collateral or bond therefor; (e) the foreclosure upon any collateral or bond given to secure any of the Obligations by judicial or non-judicial sale; (f) the loss or impairment of any right of subrogation of the Guarantor; (g) the full or partial release from liability of Contractor or any other person now or hereafter liable for payment or performance of any of the Obligations under the Agreement; (h) the insolvency, bankruptcy, reorganization, discharge, waiver or other exoneration of the Contractor or any other person now or hereafter liable for payment or performance of any of the Obligations under the Agreement; (i) the renewal, consolidation, extension, modification, rearrangement or amendment from time to time of the Agreement, including, without limitation, the extension of the due date of any of the Obligations; (j) the failure, delay, waiver or refusal by Owner to exercise any right or remedy held by Owner under the Agreement or applicable law; (k) Owner's application of any monies available to Owner in payment or reduction of any of the Obligations under the Agreement in such manner and such amounts and at such times and in such order of priority as Owner may see fit to the payment or reduction of such portions of the Obligations as Owner may elect; (1) the sale, encumbrance, transfer or other modification of the ownership of the Contractor; (m) the invalidity, unenforceability or insufficiency of the Obligations the Agreement or any collateral securing payment or performance thereunder; or (n) the failure of the Guarantor to receive notice of any one or more of the foregoing actions or events. Guarantor specifically acknowledges and agrees that Owner may, at its option without notice to or further consent of Guarantor, take any of the foregoing actions and that if Owner elects to take any of the foregoing actions or any of the foregoing events occur, that such actions or events shall in no way reduce, affect, impair or limit the liability of Guarantor hereunder.

Guarantor hereby expressly waives (a) diligence, presentment, protest, notice of dishonor, demand for payment, notice of nonpayment or nonperformance; (b) notice of the acceptance of this Guaranty; (c) notice of the existence or creation of all or any part of the Obligations; (d) notice of termination as to future liability given by any other guarantor; (e) notice of demand, advertisement or notice of time or place of sale of any collateral securing any of the Obligations; (f) all presentments, demands for performance, notices of nonperformance, protests and all other notices whatsoever; (g) any right to require Owner to proceed against Contractor or any security or bond held in relation to the Obligations or to pursue any other right or remedy in

Owner's power; (h) any right to contest the enforcement of this Guaranty by virtue of any statute of limitations or other law varying the terms of this Guaranty; (i) any other defense available to Guarantor at law or in equity; or (j) the rights to interpose counterclaims or set offs of any kind or description in any litigation arising under this Guaranty.

Guarantor acknowledges and agrees that Guarantor has performed his or its own independent investigation of the financial condition of Contractor and has not relied upon Owner for such investigation. Guarantor hereby waives and agrees not to assert or take advantage of any duty on the part of Owner to disclose to Guarantor any facts it may now or hereafter know about Contractor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Contractor and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed.

Guarantor hereby irrevocably subordinates, to the claims and rights against Contractor and its property and proceeds thereof which Owner and Owner's successors and assigns may now have or hereafter acquire, any claims or other rights which Guarantor may now have or hereafter acquire against Contractor that arise from the existence or performance of the Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy Owner has against the Contractor or any collateral which Owner now or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise including, without limitation, the right to take or receive from the Contractor, directly or indirectly, in cash or other property or setoff or in any other manner, payment or security on account of such claim or other rights.

No provision or term of this Guaranty may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by Guarantor and Owner and designated as an amendment, supplement or waiver.

Guarantor will not voluntarily or involuntarily transfer title to any of his material assets without fair consideration or take any other action or suffer the same to be done, which would have a materially adverse effect on Guarantor's ability to fulfill his obligations to Owner hereunder.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by Owner, all as though such payment had not been made.

Any notice required to be given to any party pursuant to any provision of this Guaranty shall be in writing and shall be delivered by hand delivery or mailed by certified mail, return receipt requested, postage prepaid. All notices or other communications shall be deemed to be properly given upon receipt of delivery by the applicable party. All notices or other communications shall be addressed as follows:

(a)	If to Guarantor, to:			
	Mr. and Mrs. Thomas Fritzel			
(b)	If to Owner to:			

RCP, LLC 1891 Constant Avenue Lawrence, KS 66047-3743 This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Guaranty will be binding on the Guarantor and its respective heirs, personal representatives, successors and assigns, and will inure to the benefit of the Owner and all successors and assigns of the Owner. Guarantor consents to the assignment of all or any portion of the rights of the Owner hereunder in connection with any assignment of the rights of the Owner under the Agreement without notice to the Guarantor.

Owner shall not be deemed to have waived any provision of this Guaranty or the Agreement unless such waiver is in writing and is signed by Owner.

The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Guaranty a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Guarantor hereby waives any right to jury trial of any claim, cross-claim or counterclaim relating to or arising out of or in connection with this Guaranty or the Agreement.

This Guaranty has been negotiated, executed and delivered in Kansas, and is intended to be construed in accordance with the laws of the State of Kansas.

Time is of the essence hereof with respect to the dates, terms and conditions of this Guaranty.

of	IN WITNESS WHEREOF, the persons constituting the Guarantor have duly executed this instrument as, 2013.					
	Thomas S. Fritzel					
and						
	Dru Stewart Fritzel					