

AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT

THIS AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT (the "Amendment") is made as of the _____ day of March, 2020, between **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic organized under the laws of Missouri (the "Authority"), and **HOSPITAL HILL MEDICAL OFFICE BUILDING, LLC**, a Delaware limited liability company (the "Redeveloper").

RECITALS:

A. The Authority and the Redeveloper entered into the Sale/Leaseback and Redevelopment Contract dated July 25, 2014 and recorded as Document No. 2014E0062716, as amended by the Amendment to Hospital Hill Documents dated October 14, 2015 and recorded as Documents No. 2015E0094023 (collectively, the "Redevelopment Contract") to facilitate construction of an approximately 87,500 square foot medical office building and related improvements ("MOB") and a parking structure and related improvements ("Parking Structure") (collectively the "Project") on real property locally known as 2101 Charlotte Street and generally bounded by 21st Street on the North, Campbell Street on the East, 22nd Street on the South and Charlotte Street on the West.

B. The Project is within the Hospital Hill North Urban Renewal Area and is consistent with the Hospital Hill North Urban Renewal Plan as approved by the Authority on October 27, 2010 and by the City Council on April 21, 2011, for the purpose eliminating and preventing the spread, development and recurrence of the blighted and insanitary conditions within the Urban Renewal Area.

C. Truman Medical Center, Incorporated ("TMC") and the Redeveloper entered into the Ground Lease dated as of March 4, 2014, as amended by the First Amendment to Ground Lease dated as of July 1, 2014, as evidenced by the Memorandum of Ground Lease recorded as Document No. 2014E0062508 (collectively, the "Ground Lease"), pursuant to which TMC ground leased to the Redeveloper the real property upon which the MOB was constructed ("Ground Leased Property"). The Ground Lease further sets forth the Redeveloper's rights and obligations with respect to construction and operation of the MOB and TMC's rights and obligations with respect to construction and operation of the Parking Structure, all in furtherance of the Project.

D. To facilitate construction of the Project, TMC and the Redeveloper requested, and the Authority agreed to provide, tax incentives in the form of a twenty-five (25) year real property tax exemption and a sales tax exemption on construction materials by entering into a sale/leaseback transaction. By acquiring the Redeveloper's interest in the Property pursuant to the Assignment of the Lessee's Interest in Ground Lease dated July 25, 2014 and recorded as Document No. 2014E0062718 (the "Assignment") and then leasing the Property back to the Redeveloper pursuant to the Master Lease dated July 25, 2014, as evidenced by the Memorandum of Master Lease dated July 25, 2014, and recorded as Document No. 2014E0063360 (collectively, the "Master Lease"). Under the Master Lease, the Redeveloper is obligated to perform all of the Authority's obligations as "Lessee" under the Ground Lease.

E. The Authority adopted Resolution No. 5-3-14 on May 28, 2014 authorizing, among other things, the Authority, as borrower, to obtain a construction loan (“Construction Loan”) to build the Project and execution of certain Project documents, including the following construction loan agreements: (a) Credit Agreement dated as of July 25, 2014 among the Authority, Regions Bank and Redeveloper; (b) Promissory Note dated July 25, 2014 in the original principal amount of \$20,287,400; (c) Leasehold Deed of Trust/Deed of Trust and Security Agreement dated July 25, 2014 and recorded as Document No. 2014E0063993; (d) Assignment of Rents and Leases Dated July 25, 2014 and recorded as Document No. 2014E0063994; (e) Ground Lessor’s Estoppel, Consent, and Non-Disturbance Agreement dated July 25, 2014 and recorded as Document No. 2014E0064041; (f) UCC Financing Statements filed with the Delaware Secretary of State and recorded as Document No. 2014E0063995; (g) and other related certificates and documents (collectively, “Construction Loan Documents”).

F. The Construction Loan Documents were executed to facilitate construction of the Project in accordance with: (a) **as to the MOB:** (i) the Redevelopment Contract; (ii) the Assignment; (iii) the Master Lease; (iv) the Non Disturbance, Recognition, and Attornment Agreement (“NDA Agreement”) dated July 25, 2014 among the Authority, the Redeveloper and TMC and recorded as Document No. 2014E0063992; and (iv) such other documents as the parties or the title company deemed necessary or desirable to complete the transactions (collectively, the "MOB Transaction Documents"); and (b) **as to the Parking Structure:** (i) Sale/Leaseback and Redevelopment Contract (“Parking Structure Redevelopment Contract”) dated July 25, 2014 between the Authority and TMC and recorded as Document No. 2014E0062717; (ii) after TMC conveyed fee title to the Parking Structure Property to the Authority by deed, Lease Purchase Agreement (“TMC Lease”) dated July 25, 2014 between the Authority and TMC, pursuant to which the Authority leased back the Parking Structure Property to TMC, and as evidenced by the Memorandum of Lease Purchase Agreement dated July 25, 2014 and recorded as Document No. 2014E0063361; and (iii) such other documents as the parties or the title company deemed necessary or desirable to complete the transactions (collectively, the "Parking Structure Transaction Documents").

G. To fund the Authority's costs and expenses, including reasonable attorney's fees, incurred to complete the transactions and implement the tax incentives contemplated by this Resolution, the Authority entered into the Funding Agreement (the “Funding Agreement”) effective July 25, 2014, pursuant to which the Redeveloper and TMC agree to jointly and severally fund costs and expenses incurred in connection with the MOB Transaction Documents, the Parking Structure Transaction Documents, and the Construction Loan Documents.

H. The Authority adopted Resolution No. 8-5-15 on August 26, 2015 authorizing a permanent loan (“Permanent Loan”) to refinance the Construction Loan, including the following loan agreements: (a) Amendment to Hospital Hill Documents dated October 14, 2015 and recorded as Document No. 2015E0094023 updating the legal description of the Construction Loan Documents to conform with the Plat of Hospital Hill North, Block 2 recorded on September 28, 2015 as Document No. 2015E0087282; (b) Promissory Note dated October 16, 2015 in the original principal amount of \$33,500,000; (c) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 16, 2015 and recorded as Document No.

2015E0094024; (d) Assignment of Rents and Leases Dated October 16, 2015 and recorded as Document No. 2015E0094025; (e) Loan Agreement dated October 16, 2015 among the Authority, as Borrower, Redeveloper, as Master Lessee, and Capital One, National Association (successor to General Electric Capital Corporation) (“Lender”); (f) UCC Financing Statements filed with the Missouri Secretary of State; and (g) other related certificates and documents (collectively, “Permanent Loan Documents”).

I. The Redeveloper, currently controlled by Landmark Healthcare Properties, LLC, a Delaware limited liability company (“Landmark”), desires to transfer an indirect majority interest in the MOB and related improvements to Welltower Inc., a Delaware corporation (“Welltower”), together with Redeveloper’s interest in a portfolio of other medical office buildings in other cities. Welltower will acquire an indirect, controlling interest, and Landmark will retain a minority interest, in Hospital Hill Medical Office Building, LLC. References in this Amendment to the Redeveloper shall include Welltower as the controlling owner of the Redeveloper.

J. The Permanent Loan is scheduled to mature in October 2020. As part of the planned sale of its portfolio, Landmark further desires to refinance the Permanent Loan, which financing will include Welltower’s acquisition of the MOB and related improvements and medical office buildings in other cities (“Refinancing Loan”) with the Lender. The principal amount of the Refinancing Loan, in the aggregate, is expected to be approximately \$288.9 million, of which approximately \$34.5 million is allocated to the MOB and related improvements.

K. To memorialize the transfer of an indirect controlling interest in the Redeveloper from Landmark to Welltower, the Authority and the Redeveloper desire to amend the Redevelopment Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Amendment and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Redevelopment Contract is amended as follows:

Section 17.08 Notices. Any notice, approval, request or consent required by or permitted under this Amendment shall be in writing and mailed by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by hand, and addressed as follows:

To Authority: Land Clearance for Redevelopment Authority of Kansas City,
Missouri
Attention: Executive Director
300 Wyandotte Street, Suite 400
Kansas City, Missouri 64105

With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.
Attention: Brian Engel
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

To Redeveloper: Hospital Hill Medical Office Building, LLC
c/o Welltower Inc.
4500 Dorr Street
Toledo, Ohio 43615
Attention: Cheryl O'Connor

With a copy to: Sidley Austin LLP
1 South Dearborn Street
Chicago, Illinois 60603
Attention: Dennis Coghlan

To Bank: [as provided to the parties in the Loan Documents]

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days prior written notice thereof.

All notices given by mail shall be effective upon the earlier of the date of receipt or the second (2nd) business day after deposit in the United States mail in the manner prescribed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

[Remainder of page intentionally left blank.]

[Signature page 1 of 2 to SALE/LEASEBACK AND REDEVELOPMENT CONTRACT]

IN WITNESS WHEREOF, the Authority has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Redeveloper has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officer. All of the above occurred as of the date first above written.

**LAND CLEARANCE FOR
REDEVELOPMENT AUTHORITY OF
KANSAS CITY, MISSOURI**, a public body
corporate and politic organized under the laws
of Missouri and the ordinances of the City of
Kansas City, Missouri

By: _____
Daniel Moye, Executive Director

[Seal]

State of Missouri)
) : SS
County of Jackson)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Daniel Moye as Executive Director of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, on behalf of the corporation, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

Notary Public, State of Missouri
My commission expires on _____

[Signature page 2 of 2 to SALE/LEASEBACK AND REDEVELOPMENT CONTRACT]

IN WITNESS WHEREOF, the Authority has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Redeveloper has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officer. All of the above occurred as of the date first above written.

HOSPITAL HILL MEDICAL OFFICE BUILDING, LLC, a Delaware limited liability company

By: _____
_____, Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Manager of Hospital Hill Medical Office Building, LLC, a Delaware limited liability company, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

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

Notary Public

(Printed Name)

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF LAND

A TRACT OF LAND FOR LEASE BEING A PART OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 6, THENCE SOUTH 0°-00'-42" EAST ALONG THE WEST LINE OF SAID BLOCK 6, A DISTANCE OF 55.39 FEET; THENCE SOUTH 90°-00'-00" EAST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF THE LEASE TRACT TO BE DESCRIBED; THENCE SOUTH 0°-00'-42" EAST ALONG A LINE THAT IS 7.50 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 297.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF 22ND STREET AS ESTABLISHED BY A DOCUMENT RECORDED AS 2003K0058174; THENCE SOUTH 18°-05'-19" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY, A DISTANCE OF 1.73 FEET TO A POINT ON A LINE 6.00 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT OF WAY LINE OF 22ND STREET; THENCE SOUTH 89°-28'-50" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 125.69 FEET; THENCE NORTH 0°-55'-50" EAST ALONG A LINE THAT IS 7.55 FEET WEST OF AND PARALLEL TO THE WEST FACE OF A 12" STONE WALL, A DISTANCE OF 30.41 FEET; THENCE SOUTH 89°-36'-05" EAST ALONG A LINE THAT IS 7.50 FEET NORTH OF AND PARALLEL TO THE NORTH FACE OF A 12" STONE WALL, A DISTANCE OF 31.79 FEET; THENCE NORTH 0°-02'-40" WEST, A DISTANCE OF 269.87 FEET TO A POINT THAT IS 3.00 FEET WEST OF THE WEST FACE OF A 16" STONE WALL; THENCE SOUTH 90°-00'-00" WEST ALONG THE SOUTH LINE OF A SIDEWALK TO BE CONSTRUCTED, A DISTANCE OF 158.36 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION CONTAINS 46,498 SQUARE FEET OR 1.067 ACRES, MORE OR LESS.