

PROMISSORY NOTE

\$* _____

, 20 _____

FOR VALUE RECEIVED, the Persons listed on Schedule I attached hereto (individually and collectively, as the context may require, “**Borrower**”), promise and agree to pay to the order of ***CAPITAL ONE, NATIONAL ASSOCIATION** (“**Lender**”), in lawful money of the United States of America, the principal sum of * _____ AND NO/100 DOLLARS (\$* _____) or so much thereof as may be advanced and outstanding under the Loan Agreement of even date herewith between Borrower, Lender, the other Lenders identified therein and Capital One, National Association, as Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with interest on the unpaid principal sum owing thereunder at the rate or rates or in the amounts computed in accordance with the Loan Agreement, together with all other amounts due Lender under the Loan Agreement, all payable in the manner and at the time or times provided in the Loan Agreement. Capitalized terms used herein, but not defined, shall have the meanings assigned to them in the Loan Agreement.

If not sooner due and payable in accordance with the Loan Agreement, Borrower shall pay to Lender all amounts due and unpaid to Lender under this Promissory Note and the Loan Agreement on * _____, 20*__ [*60 MONTHS] (as such date may be extended in accordance with the terms of the Loan Agreement), or on any earlier Maturity Date as set forth in the Loan Agreement, provided that the Maturity Date of this Promissory Note shall not extend beyond the scheduled expiration date of the Kansas City Master Lease. Unless otherwise specified in writing by Administrative Agent, all payments hereunder shall be paid to Administrative Agent for the account of Lender in accordance with the terms of the Loan Agreement. Lender reserves the right to require any payment on this Promissory Note, whether such payment is a regular installment, prepayment or final payment, to be wired by federal funds or other immediately available funds.

Borrower, co-makers, sureties, endorsers and guarantors, and each of them, expressly waive demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith; such parties are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.

This Promissory Note is one of the “Notes” as defined in the Loan Agreement and evidences all advances made, interest due and all amounts otherwise owed to Lender under the Loan Agreement. This Promissory Note is executed in conjunction with the Loan Agreement and is secured by the liens and security interests created under the Loan Documents (including those arising under the Mortgage). Reference is made to the Loan Agreement for provisions

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relating to repayment of the indebtedness evidenced by this Promissory Note, including mandatory repayment, acceleration following default, late charges, default rate of interest, limitations on interest, and restrictions on prepayment.

Borrower's liability hereunder is subject to the limitation on liability provisions of Article 12 of the Loan Agreement.

The provisions of Section 11.27 (Governing Law) of the Loan Agreement are incorporated herein by reference as though fully set forth herein.

Notwithstanding any other provision herein to the contrary, at any time that Land Clearance for Redevelopment Authority of Kansas City, Missouri ("**LCRA**") constitutes a "Borrower", the obligations, liabilities and any amounts due and owing by LCRA pursuant to the provisions hereof (including, without limitation, any indemnification obligations) shall be nonrecourse as to LCRA. No provision, representation, covenant or agreement contained in this Note, or any obligation herein imposed upon LCRA, or the breach thereof, shall constitute or give rise to or impose upon LCRA a pecuniary liability. No provision hereof shall be construed to impose a charge against the general credit of LCRA or any personal or pecuniary liability upon any commissioner, officer, agent or employee of LCRA. All covenants, obligations and agreements of LCRA contained in this Note shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future commissioner, officer, agent or employee of LCRA in other than his or her official capacity, and no official executing this Note shall be liable personally for this Note or be subject to any personal liability or accountability by reason of the execution and delivery of this Note or by reason of the covenants, obligations or agreements of LCRA contained in this Note. No provision, covenant or agreement contained in this Note, or any obligation herein imposed upon LCRA, or the breach thereof, shall constitute or give rise to or impose upon LCRA a pecuniary liability or a charge. Subject to and without limiting the foregoing non-recourse provisions concerning LCRA, this paragraph shall not (i) constitute a waiver, release or impairment of any Obligation evidenced or secured by any of the Loan Documents; (ii) impair the right of Administrative Agent or any Lender to name Borrower or Kansas City Master Lessee as a party defendant in any action or suit for foreclosure and sale under any Mortgage; (iii) affect the validity or enforceability of any guaranty made in connection with the Loan or any of the rights and remedies of Administrative Agent or any Lender thereunder; (iv) impair the right of Administrative Agent or any Lender to obtain the appointment of a receiver; (v) impair the enforcement of the Assignment of Leases and Rents; (vi) constitute a prohibition against Administrative Agent or any Lender to commence any appropriate action or proceeding in order for Administrative Agent or any Lender to exercise its remedies against the Project; or (vii) constitute a waiver of the right of Administrative Agent or any Lender to enforce the liability and obligation of Kansas City Master Lessee or any Borrower (other than LCRA) for amounts owed under Sections 12.1(b)-(d) of the Loan Agreement.

EXECUTED as of the date first written above.

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SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE TO PROMISSORY NOTE

**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 Kanas
City, Missouri

By: _____
Name: Daniel Moye
Title: Executive Director

STATE OF MISSOURI)

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 Kanas City, Missouri, on behalf of the corporation, who is personally known to me to be the same person who executed the within instrument or 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 _____
Commission Expires: _____

SIGNATURE PAGE TO PROMISSORY NOTE

***BORROWER SIG BLOCK TO BE ADDED**

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SCHEDULE I

LIST OF BORROWERS

1. 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
2. Jacksonville Medical Office Building, LLC, a Delaware limited liability company
3. Lafayette Medical Complex I, LLC, a Delaware limited liability company
4. Old Bridge Medical Office Building, LLC, a Delaware limited liability company
5. Petoskey Medical Office Building, LLC, a Delaware limited liability company
6. TG Brandon Healthplex, LLC, a Delaware limited liability company
7. Rochester Hills Health and Wellness Building, LLC, a Delaware limited liability company