

**EXHIBIT 5D  
LCRA 3/4/20**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

<b>RECORDING REQUESTED BY:</b>	<b>Adam B. Hill, Thompson &amp; Knight LLP</b>
<b>WHEN RECORDED RETURN TO:</b>	<b>Thompson &amp; Knight LLP One Arts Plaza, 1722 Routh Street, Suite 1500 Dallas, Texas 75201 Attention: Jeanne M. Burton</b>
<b>NAME OF DOCUMENTS:</b>	<b>GROUND LESSOR'S ESTOPPEL, CONSENT, AND NON-DISTURBANCE AGREEMENT</b>
<b>DATE OF DOCUMENT:</b>	_____
<b>GROUND LESSOR:</b>	<b>TRUMAN MEDICAL CENTER, INCORPORATED</b>
<b>GROUND LESSOR ADDRESS:</b>	<b>2301 Holmes Street, Kansas City, MO 64108</b>
<b>MORTGAGEE:</b>	<b>CAPITAL ONE, NATIONAL ASSOCIATION</b>
<b>MORTGAGEE ADDRESS:</b>	<b>77 West Wacker Drive, 10<sup>th</sup> Floor, Chicago IL 60601</b>
<b>LEGAL DESCRIPTION:</b>	<b>See Exhibit A attached hereto and made a part hereof</b>
<b>DEED REFERENCE:</b>	<b>Memorandum of Ground Lease - 2014 E0062508 Memorandum of Master Lease - 2014E0063360 Deed of Trust —</b>

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 R.S. Mo. 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.

**GROUND LESSOR'S ESTOPPEL, CONSENT, AND  
NON-DISTURBANCE AGREEMENT**

Property Address: 2101 Charlotte Street, Kansas City, MO 64108;

**THIS GROUND LESSOR'S ESTOPPEL, CONSENT, AND NON-DISTURBANCE AGREEMENT** (the "Agreement"), is dated effective as of \_\_\_\_\_, 2020 (the "Effective Date"), by and among 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, having an address at 300 Wyandotte Street, Suite 400, Kansas City, Missouri 64105 ("Ground Lessee"), HOSPITAL HILL MEDICAL OFFICE BUILDING, LLC, a Delaware limited liability company, having its principal office at c/o Welltower Inc., 4500 Dorr Street, Toledo, Ohio 43615, ("Master Lessee"), CAPITAL ONE, NATIONAL ASSOCIATION in its capacity as administrative agent for the Lenders under the Loan Agreement described below, having a mailing address at 77 West Wacker Drive, 10<sup>th</sup> Floor, Chicago, Illinois 60601 (in such capacity, together with its successors and assigns, "Mortgagee"), and TRUMAN MEDICAL CENTER INCORPORATED, a Missouri non-profit corporation, having an address at 2301 Holmes Street, Kansas City, Missouri 64108 ("Ground Lessor").

**WITNESSETH:**

**WHEREAS**, Ground Lessor and Master Lessee have entered into the certain Ground Lease dated as of March 4, 2014, as amended by (i) First Amendment to Ground Lease dated as of July 1, 2014, and (ii) Amendment to Hospital Hill Documents dated October 14, 2015, recorded as Document No. 2015E0094023 in the Public Records of Jackson County, Missouri (and as may be further amended from time to time, the "Lease"), with respect to certain property located in the City of Kansas City, Missouri, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"); a copy of which has been provided by Master Lessee to Mortgagee; and except as otherwise expressly provided herein or unless the context otherwise requires, the terms that are capitalized herein shall have the meanings specified in the Lease;

**WHEREAS**, Ground Lessor and Master Lessee have also entered into a certain Memorandum of Ground Lease dated as of July 25, 2014, recorded on July 30, 2014, as Document No. 2014E0062508 in the records of Jackson County, Missouri, as amended by Amendment to Hospital Hill Documents dated October 14, 2015, recorded as Document No. 2015E0094023 in the Public Records of Jackson County, Missouri (as may be further amended from time to time, the "Memorandum"), evidencing Master Lessee's leasehold interest in the Land and ownership interest in the Improvements, and all of the Master Lessee's other rights, title and interest under the Lease, are herein referred to as the "Property";

**WHEREAS**, Ground Lessor and Master Lessee have also entered into that certain Easement Agreement dated as of July 25, 2014, recorded as Document No. 2014E0062554 in the Public Records of Jackson County, Missouri (as may be amended from time to time, the "Easement Agreement"), relating to the Property;

**WHEREAS**, Master Lessee has assigned all of its right, title and interest as lessee in and to the Lease and the Easement Agreement to Ground Lessee, and Ground Lessee has assumed all of Master Lessee's obligations under the Lease and the Easement Agreement pursuant to an Assignment and Assumption of Lessee's interest in Ground Lease by and between Master Lessee and Ground Lessee dated as of July 25, 2014, recorded on July 30, 2014, as Document No. 2014E0062718 in the records of Jackson County, Missouri (the "Assignment");

**WHEREAS**, Ground Lessee, as sublandlord, and Master Lessee, as subtenant, have entered into that certain Master Lease (as amended, modified, supplemented or restated from time to time, the "Master Lease") dated as of July 25, 2014, as evidenced by Memorandum of Master Lease dated as of July 25, 2014, recorded on August 4, 2014, as Document No. 2014E0063360 in the records of Jackson County, Missouri, and as affected by Non Disturbance, Recognition and Attornment Agreement (the "Master Lease NDA" and together with the Master Lease, the "Master Lease Documents") dated as of July 25, 2014, recorded on August 4, 2014, as Document No. 2014E0063992 in the records of Jackson County, Missouri, executed among Ground Lessor, Ground Lessee and Master Lessee, all as amended by Amendment to Hospital Hill Documents dated October 14, 2015, recorded as Document No. 2015E0094023 in the records of Jackson County, Missouri;

**WHEREAS**, Master Lessee owns a leasehold interest in and operates a medical office building (the "MOB") and other improvements relating thereto (the "Improvements") constructed upon the Land;

**WHEREAS**, Landmark Healthcare Companies LLC and Welltower, Inc. ("Welltower"), have entered into that certain Master Transaction Agreement, dated as of October 8, 2019 (the "Master Transaction Agreement"), pursuant to which, among other things, Welltower agreed to acquire a direct or indirect interest in Master Lessee and the Property;

**WHEREAS**, Ground Lessee, Master Lessee and certain affiliates of Master Lessee (as co-borrowers) (collectively, "Borrowers"), Mortgagee and the initial Lenders (as defined in the Loan Agreement) have executed a Loan Agreement dated as of the the date hereof (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Lenders have extended credit to Borrowers (the principal, interest, fees and other amounts owing under the Loan Agreement or the other documents executed in connection therewith and all of the Borrowers' other obligations thereunder being referred to collectively herein as the "Obligations"), evidenced by, among other documents, one or more promissory notes (as amended, modified, supplemented or restated from time to time, collectively, the "Note") issued to one or more Lenders pursuant to the terms of the Loan Agreement, in the original aggregate principal amount of up to \$ \_\_\_\_\_ and secured by a first lien mortgage on Master Lessee's leasehold interest in and to the Property created by that certain Mortgage and various other collateral security documents dated of even date herewith, as may be amended, modified, supplemented or restated from time to time (collectively, the "Mortgage"; the Loan Agreement, the Note, the Mortgage and the other documents now or hereafter executed in connection therewith being referred to herein as the "Loan Documents", and the loan evidenced by the Loan Documents, the "Loan"); and

**WHEREAS**, the parties are entering into this Agreement to (1) to confirm certain understandings of the parties with respect to the Lease Documents (as defined below) and the

LCRA Documents (as defined below); (2) to confirm that the Mortgagee is a Mortgage Lender under the terms of the Lease and is the only Mortgage Lender so recognized at this time; (3) to provide for the rights, including non-disturbance, and obligations in favor of Mortgagee contemplated by the Lease; and (4) to satisfy certain conditions of the Loan.

**NOW, THEREFORE**, in consideration of the mutual promises contained hereinafter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties, Mortgagee, Ground Lessee, Master Lessee and Ground Lessor hereby agree as follows:

**A. Estoppel Certificate.** Notwithstanding the date set forth on the first page of this Agreement, the representations, warranties and certifications set forth in this Section A are made as of the date of acknowledgement set out on the signature page of Lessor attached hereto (the “Estoppel Effective Date”). 1. Ground Lessor, Ground Lessee and Master Lessee hereby represent that (a) the Lease, the Memorandum and the Assignment, (collectively, the “Lease Documents”), the Easement Agreement, the Master Lease Documents and the documents listed on Exhibit B attached hereto (collectively, the “LCRA Documents”) have not been modified, changed, altered, assigned, supplemented or amended in any respect since their respective dates of execution, except for the Amendment to Hospital Hill Documents, dated as of October 14, 2015, recorded as Document No. 2015E0094023, records of Jackson County, Missouri, (b) the Lease Documents, this Agreement, the Easement Agreement, the Master Lease Documents, the LCRA Documents and certain Space Leases between Ground Lessor and Master Lessee are the only agreements currently in effect between any combination of Ground Lessee, Master Lessee and Ground Lessor affecting or relating to the use, occupancy or ownership of the Property and the Improvements and represent the entire agreement currently in effect between Ground Lessor, Ground Lessee and Master Lessee with respect to the Property and the Improvements.

2. Ground Lessor, Ground Lessee and Master Lessee hereby represent that (i) to the best of such party’s actual present knowledge, none of Ground Lessor, Ground Lessee nor Master Lessee is in default of their respective obligations under the Lease Documents, the Master Lease Documents, the Easement Agreement or the LCRA Documents and, to the best of such party’s actual present knowledge, no event has occurred nor does any condition exist that with the giving of notice or the lapse of time, or both, would constitute such a default and (ii) the Lease Documents, the Master Lease Documents, the Easement Agreement and the LCRA Documents are valid and in full force and effect on the date hereof.

3. Ground Lessor represents and warrants that (a) it is the sole owner of the fee interest in and to the Land, (b) it has no actual present knowledge of any liens and encumbrances burdening the Land or agreements to transfer or convey the Land, except the Lease Documents, the Easement Agreement, the Master Lease Documents and the LCRA Documents entered into prior to the date hereof, the lien for taxes and assessments not yet due or payable, matters that would be disclosed by a survey of the Land, or in the Exhibits attached to the Lease or the LCRA Documents, (c) it has full authority to enter into this Agreement, and (d) it has no actual present knowledge of any transfer, pledge, or assignment of the Lease Documents or the Easement Agreement except for the Assignment, the Mortgage and the LCRA Documents.

4. Ground Lessor, to its actual knowledge, Ground Lessee and Master Lessee represent that all improvements required to be constructed by Ground Lessee, Master Lessee or Ground Lessor pursuant to the terms of the Lease Documents, the Master Lease Documents, the Easement Agreement and the LCRA Documents have been satisfactorily completed in all respects; provided, however, nothing in this Agreement is intended to waive any warranties or any claims for later discovered latent defects and/or alter in any way any rights, responsibilities and/or claims that exist by virtue of any construction contract or provisions of the Lease Documents.

5. All Rent due and payable as of the Estoppel Effective Date of this Agreement has been paid in full by Master Lessee. The current annual rent is \$82,500. No additional rent or charge (including without limitation, as applicable, taxes, maintenance, operating expenses or otherwise) that has been billed to Master Lessee by Ground Lessor is overdue.

6. There are no actions, whether voluntary or otherwise, pending against Ground Lessor pursuant to the bankruptcy or insolvency laws of the United States or any state thereof and, to the best knowledge of the undersigned, none have been threatened.

7. Ground Lessor has no actual present knowledge of and/or has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against the Ground Lessor's interest in the Property.

8. The current term of the Lease commenced on March 4, 2014 and will expire on March 31, 2064. Master Lessee has 2 (two) remaining options to renew the term of the Lease for ten (10) years each. The term of the Master Lease will expire at 11:59 p.m. on July 24, 2039.

9. If applicable, Ground Lessor has approved all existing subleases of the Property including the physicians who provide professional services in connection with such subleases.

10. Ground Lessor and Master Lessee further acknowledge that, from and after the date hereof, any notices to be provided to Master Lessee under the Lease shall be sent to the following address:

Tenant: c/o Welltower Inc.  
4500 Dorr Street  
Toledo, Ohio 43615  
Attention: Cheryl O'Connor  
E-mail: coconnor@welltower.com  
Facsimile: (419) 247-2826

With a copy to: Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603  
Attention: Dennis M. Coghlan, Esq.  
E-mail: dcoghlan@sidley.com  
Facsimile: (312) 853-7036

11. The Ground Lessor has a right of first refusal (ROFR) pursuant to Section 8.1.2 of the Lease concerning the purchase of all or a portion of the Property. Ground Lessor acknowledges receipt of that certain Right of First Refusal Transfer Notice, dated as of October 8, 2019 and that Ground Lessor has not exercised such ROFR and agrees that it has rejected the offer of Master Lessee set forth in the Right of First Refusal Transfer Notice and (a) approves in all respects, the Welltower Transaction (as defined therein) and (b) acknowledges and agrees that Master Lessee has no further obligations under the Lease with respect to the consummation of the Welltower Transaction (as defined therein) and that all of Master Lessee's obligations with respect thereto have been satisfied in all respects.

12. In connection with the Welltower Transaction (as defined in the Right of First Refusal Transfer Notice), Ground Lessor hereby (a) approves in all respects the termination of the existing property management lease between Ground Lessee and Landmark Healthcare Facilities, LLC ("LM Facilities") and (b) acknowledges and agrees that it has received a copy of the proposed replacement property management lease to be entered into between Master Lessee and LM Facilities, effective as of the Effective Date, and approves of the same in all respects.

## **B. Consent and Agreement**

1. Ground Lessor acknowledges that (a) this Agreement constitutes a "Mortgage Notice" advising Ground Lessor of the Mortgagee's leasehold mortgage interest in accordance with Section 7.1.1 of the Lease and for the purposes of Section 22 of the Easement Agreement; (b) Mortgagee will be a "Mortgage Lender" under the terms of the Lease and the Easement Agreement upon the recordation of the Mortgage, and accordingly is entitled to all right and privileges afforded to a Mortgage Lender under the Lease and the Easement Agreement, while the Mortgage is in existence, and (c) as of the date hereof, Ground Lessor has received no other Mortgage Notice in accordance with the Lease or the Easement Agreement.

2. Ground Lessor acknowledges that, while the Mortgage is in existence, all notices that "Mortgage Lender" is entitled to receive under the terms of the Lease and the Easement Agreement shall be sent to the Mortgagee at its address set forth in Section C.2. of this Agreement, served by the delivery method provided in Section 20.1 of the Lease with respect to notices relating to the Lease and by Section 14 of the Easement Agreement with respect to notices relating to the Easement Agreement, or at such other address as shall be designated by Mortgagee by notice in writing pursuant to Section C.2. of this Agreement.

3. Ground Lessee and Master Lessee have granted or will grant to Mortgagee a lien on and security interest in, inter alia, all assets, including, but not limited to, Ground Lessee's and Master Lessee's fixtures, accounts receivable, machinery, goods, equipment, inventory, trade fixtures or other personal property owned by Ground Lessee and Master Lessee and located on the Land (the "Pledged Property") as collateral security for the repayment of the Obligations. In addition to any rights afforded Mortgagee as a Mortgage Lender under Section 7.1.10 of the Lease with respect to the Pledged Property or other of Master Lessee's Property, after the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), Mortgagee may, upon ten (10) days' prior written notice to Ground Lessor, enter the Land and remove the Pledged Property (but excluding any non-removable portion of the Improvements comprising the

MOB and fixtures attached thereto) from the Land or MOB; *provided* that Mortgagee repairs any damage to the Land or MOB resulting therefrom, and, *provided, further* that Mortgagee shall indemnify and hold harmless Ground Lessor from any injury to person or property resulting from the removal of the Pledged Property by Mortgagee. Ground Lessor hereby (a) subordinates to the Mortgage each and every right that Ground Lessor may now or hereafter have under the laws of the State of Missouri or by the terms of the Lease or any other lease now in effect or hereafter executed, to obtain a security interest or lien on, to levy or distraint upon for rent, or to claim or assert title to or any interest in, any portion of the Pledged Property that may constitute security for any liability of Ground Lessee or Master Lessee that arises, accrues, or is the subject of legal action while the Mortgage is in existence, and (b) subordinates to the Mortgage any security interest, lien, right or title in the Pledged Property now or hereafter constituting collateral for Master Lessee's obligations under the Lease by reason of the installation or affixation thereof to the Property and consents to the installation or affixation thereof to the Property, subject to any terms of the Lease which may require Ground Lessor's prior approval for such installation or affixation. The terms of this Section B.3. are solely for the benefit of the Mortgagee and the Lenders and their respective successors and/or assigns and shall be subject to and supplement the terms of Section 7.1.10 of the Lease.

4. Ground Lessor, Ground Lessee and Master Lessee each agree that Mortgagee shall have the right, but not the obligation, as more fully set forth in the Lease, the Master Lease and the Easement Agreement, to perform any of Ground Lessee's covenants or to cure any default by Ground Lessee or Master Lessee or to exercise any right conferred upon Ground Lessee or Master Lessee by the terms of the Lease Documents, the Master Lease Documents, the LCRA Documents or the Easement Agreement in accordance with the terms of the Lease Documents, the Master Lease Documents, the LCRA Documents and the Easement Agreement. In furtherance thereof, and without limiting any rights granted to Mortgagee by the Lease, the Master Lease or the Easement Agreement, each of Ground Lessor, Ground Lessee and Master Lessee agrees that it shall deliver to Mortgagee a copy of any Default Notice (as defined in the Lease) or other notice given or received under the Lease, the Master Lease or the Easement Agreement. So long as Mortgagee's Mortgage is in existence, no Default Notice or notice of default under the Easement Agreement or the Master Lease shall be effective unless it has been delivered to Mortgagee. Ground Lessor and Ground Lessee agree to provide Mortgagee with an estoppel certificate as to the Lease Documents, the Master Lease Documents, the LCRA Documents and the Easement Agreement promptly upon the reasonable request of Mortgagee from time to time in accordance with the terms of the Lease, the Master Lease Documents, the LCRA Documents and the Easement Agreement.

5. Notwithstanding anything to the contrary hereunder or under the Lease, in connection with Mortgagee's exercise of any of the rights granted hereunder or under the Lease, Mortgagee shall in no event be required to pay any Rent and other sums then due and owing under the Lease by Master Lessee for the unexpired term of the Lease solely as a result of Ground Lessor's exercise of its right to accelerate Rent under the Lease, if any; *provided* however, this Section 5 will not constitute a waiver by Ground Lessor of the failure to pay any unpaid Rent or other sums; and *provided* however, if, after the assumption by the Mortgagee of Ground Lessee's obligations under the Lease, there is a default under the Lease and Ground Lessor exercises its right to accelerate Rent under the Lease, if any, as a result of such default, Mortgagee shall be

required to pay Rent as provided in the Lease including any amounts that may thus have been accelerated.

6. Ground Lessor agrees that it shall not approve any merger of the Fee Estate and the Leasehold Estate without the prior written consent of Mortgagee and that it will not grant any mortgage on the Fee Estate in the Land or any portion thereof except in full compliance with Section 7.11 of the Lease. Ground Lessor represents and warrants to Mortgagee that as of the date of this Agreement, there is no mortgage on Ground Lessor's Fee Estate in the Land or any portion thereof.

7. The provisions of Section 8.1.2 of the Lease and the Right of First Refusal set forth therein are subject to and subordinate to the Mortgage and shall not be applicable to the exercise of any of the rights and remedies of Mortgagee in connection therewith, including any foreclosure upon the Property or the execution and delivery of a deed-in-lieu of foreclosure. Ground Lessor, Ground Lessee and Master Lessee agree that any exercise of the Right of First Refusal during the term of the Loan is further conditioned upon payment of the Loan in full in accordance with the terms and conditions of the Loan Documents.

8. Ground Lessor, Ground Lessee and Master Lessee acknowledge and agree that so long as Mortgagee's Mortgage is in existence, in the event of a Hospital Closure, the provisions of Section 9.1.4(b) of the Lease shall apply and the purchase consummated in accordance with the provisions of Section 9.1.6 of the Lease with funds paid pursuant to Section 9.1.6 to be applied first to the satisfaction of all amounts outstanding under the Loan.

9. Ground Lessor acknowledges and agrees that Mortgagee will not be considered a "Competitor" as such term is defined in the Lease.

10. Ground Lessee agrees to each item above amending, overriding or otherwise relating to the terms of the Lease, and Ground Lessee agrees that, except for a transfer of Ground Lessee's interest under the Lease to Master Lessee in accordance with the provisions of Sections 15.2 or Section 17.2 of the Master Lease, no amendment or modification of the Lease shall be effective unless Mortgagee and Ground Lessor consents to the same in writing. This Agreement and the certifications set forth above are made with the understanding that Mortgagee, Ground Lessee and their respective successors and assigns will be relying upon them.

### **C. Other Provisions**

1. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns including without limitation any successor holder of the Mortgage. Nothing in this Agreement shall be construed to derogate in any way from any rights granted to Mortgagee under the Lease.

2. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand, or request shall be made in writing and shall be deemed to have been duly given and to be effective as provided in Section 20.1 of the Lease, addressed as follows:



If to GROUND LESSOR: Truman Medical Center, Incorporated  
2301 Holmes Street  
Kansas City, MO 64108  
Attn: William H. Colby, J.D., General Counsel

If to GROUND LESSEE: Land Clearance for Redevelopment Authority  
of Kansas City, Missouri  
300 Wyandotte Street, Suite 400  
Kansas City, MO 64105

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

If to MASTER LESSEE: Hospital Hill Medical Office Building, LLC  
c/o Welltower Inc.  
4500 Dorr Street  
Toledo, Ohio 43615  
Attention: Cheryl O'Connor  
E-mail: coconnor@welltower.com  
Facsimile: (419) 247-2826

With a copy to: Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603  
Attention: Dennis M. Coghlan, Esq.  
E-mail: dcoghlan@sidley.com  
Facsimile: (312) 853-7036

If to MORTGAGEE: Capital One, National Association  
77 West Wacker Drive, 10<sup>th</sup> Floor  
Chicago, Illinois 60601  
Attention: Dan Eppley, Senior Director  
Facsimile: (855) 544-4044  
Reference: Welltower Landmark Portfolio – Kansas City, MO

With a copy to: Capital One, National Association  
77 West Wacker Drive, 10<sup>th</sup> Floor  
Chicago, Illinois 60601  
Attention: Jeffrey M. Muchmore, Credit Executive  
Facsimile: (855) 332-1699  
Reference: Welltower Landmark Portfolio – Kansas City, MO

With a copy to: Capital One, National Association  
5804 Trailridge Drive  
Austin, Texas 78731  
Attention: Diana Pennington  
Senior Director, Associate General Counsel  
Facsimile: (855) 438-1132  
Reference: Welltower Landmark Portfolio – Kansas City, MO

Each party hereto shall have the right from time to time to designate by written notice to the other parties hereto such other person or persons and such other place within the continental United States as said party may desire written notices to be delivered or sent in accordance herewith. No notice to Ground Lessor, Ground Lessee, Master Lessee, or Mortgagee shall be deemed ineffective if not received by a party other than the primary addressee upon whom copy is to be served pursuant to the provisions of this Agreement, as long as the primary addressee received and/or refused notice and the party giving notice used reasonable diligence in its efforts to serve notice upon the other parties other than the primary addressees.

3. Subject to the last sentence of Section C.1. of this Agreement, in the event that any of the provisions hereof conflict with any of the terms and provisions of the Lease Documents or the Easement Agreement, the provisions of this Agreement shall control.

4. This Agreement shall continue in full force and effect until payment in full in cash of all sums due or to become due or owed by Ground Lessee to Mortgagee under instruments secured by the Mortgage and the Mortgage has been discharged of record.

5. This Agreement may not be modified orally or by any course of conduct other than by a written instrument signed by all the parties hereto.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

7. Any party may execute this Agreement by delivering to the other parties a facsimile copy hereof evidencing such party's signature. In any such case the party executing by facsimile shall promptly thereafter provide a signed original counterpart hereof to the other parties; provided, that the non-delivery of such signed counterpart shall not affect the validity or enforceability hereof.

8. This Agreement shall be governed by the laws of the State of Missouri.

9. Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning attributed to them in the Lease.

10. Notwithstanding anything to the contrary in Section 7.8 of the Lease or this Agreement, an immediate Event of Default (as defined in the Loan Agreement) will occur in the event Ground Lessee exercises the rights granted under Section 7.8 of the Lease without the prior written consent of Mortgagee.

11. Mortgagee acknowledges that all of the obligations of Ground Lessee pursuant to the Lease and the Easement Agreement have been passed through to Master Lessee pursuant to the Master Lease. Master Lessee and Mortgagee acknowledge and agree that all of the obligations contained in this Agreement with respect to Ground Lessee, to the extent that they are in addition to or vary from the requirements imposed on Master Lessee pursuant to the Master Lease are hereby passed through to, and shall become the obligations of, Master Lessee as though fully incorporated into the terms of the Master Lease. Such obligations shall include, but not be limited

to, providing any copies of any notices, demands or requests which are required under this Agreement to be provided by Ground Lessee to Mortgagee.

12. Notwithstanding any other provision herein to the contrary, at any time that Land Clearance for Redevelopment Authority of Kansas City, Missouri constitutes "Borrower" under the Loan Documents, the obligations, liabilities and any amounts due and owing by Ground Lessee pursuant to the provisions of this Agreement (including, without limitation, any indemnification obligations) shall be non-recourse as to Ground Lessee. No provision, representation, covenants or agreement contained in this Agreement, or any obligation herein imposed upon Ground Lessee or the breach thereof, shall constitute or give rise to or impose upon Ground Lessee a pecuniary liability. No provision hereof shall be construed to impose a charge against the general credit of Ground Lessee or any personal or pecuniary liability upon any commissioner, officer, agent or employee of Ground Lessee. All covenants, obligations and agreements of Ground Lessee contained in this Agreement 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 Ground Lessee in other than his or her official capacity, and no official executing this Agreement shall be liable personally for this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement or by reason of the covenants, obligations or agreements of Ground Lessee contained in this Agreement. No provision, covenant or agreement contained in this Agreement, or any obligation herein imposed upon Ground Lessee, or the breach thereof, shall constitute or give rise to or impose upon Ground Lessee a pecuniary liability or charge. Subject to and without limiting the foregoing non-recourse provisions concerning LCRA, this Section 12 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 Mortgagee to name Ground Lessee or Master Lessee as a party defendant in any action or suit for foreclosure and sale under the Mortgage; (iii) affect the validity or enforceability of any guaranty made in connection with the loan evidenced by the Note or any of the rights and remedies of Mortgagee or any lender thereunder; (iv) impair the right of Mortgagee to obtain the appointment of a receiver; (v) impair the enforcement of the Assignment of Lease and Rents delivered by Ground Lessee and Master Lessee to Mortgagee; (vi) constitute a prohibition against Mortgagee to commence any appropriate action or proceeding in order for Mortgagee to exercise its remedies against the Property; or (vii) constitute a waiver of the right of Mortgagee to enforce the liability and obligation of Master Lessee or any borrower under the loan evidenced by the Note (other than Ground Lessee) for amounts owed under Sections 13.1(b)-(d) of the Loan Agreement.

**[The remainder of this page is intentionally left blank.]**

**Signature Pages Follow]**

**SIGNATURE PAGE OF GROUND LESSEE  
TO GROUND LESSOR'S ESTOPPEL, CONSENT,  
AND NON-DISTURBANCE AGREEMENT**

Ground Lessee authorizes Mortgagee to insert the date of the closing of the Loan on the first page of this Agreement.

**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: \_\_\_\_\_  
Name: Daniel Moye  
Title: Executive Director

STATE OF MISSOURI                    )  
COUNTY OF JACKSON                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 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 OF GROUND LESSOR TO  
GROUND LESSOR'S ESTOPPEL, CONSENT, AND  
NON-DISTURBANCE AGREEMENT**

Ground Lessor authorizes Mortgagee to insert the date of the closing of the Loan on the first page of this Agreement.

**TRUMAN MEDICAL CENTER  
INCORPORATED**, a Missouri non-profit  
corporation

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF MISSOURI        )

COUNTY OF JACKSON     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Truman Medical Center, Incorporated, a Missouri non-profit corporation, 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 OF MASTER LESSEE TO  
GROUND LESSOR'S ESTOPPEL, CONSENT, AND  
NON-DISTURBANCE AGREEMENT**

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

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Hospital Hill Medical Office Building, LLC, a Delaware limited liability company, on behalf of the limited liability company, 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 OF MORTGAGEE TO  
GROUND LESSOR'S ESTOPPEL, CONSENT, AND  
NON-DISTURBANCE AGREEMENT**

**CAPITAL ONE, NATIONAL  
ASSOCIATION,**

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT

STATE OF ILLINOIS            )

COUNTY OF COOK            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Authorized Signatory of Capital One, National Association, a national banking association, on behalf of the association, 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 Illinois  
Commission Expires \_\_\_\_\_

EXHIBIT A

LOT 1 OF THE PLAT OF HOSPITAL HILL NORTH, BLOCK 2, RECORDED SEPTEMBER 28, 2015, AS DOCUMENT NO. 2015E0087282, IN PLAT BOOK 49, PAGE 82, IN THE RECORDS OF JACKSON COUNTY, MISSOURI.



## **EXHIBIT B**

### **LCRA Documents**

1. Sale/Leaseback and Redevelopment Contract by and between Ground Lessee and Master Lessee dated as of July 25, 2014, recorded as Document No. 2014E0062716, records of Jackson County, Missouri.
2. Funding Agreement dated as of July 25, 2014 by and among Ground Lessee, Ground Lessor and Master Lessee.
3. Non-Disturbance, Recognition and Attornment Agreement by and among Ground Lessee, Ground Lessor and Master Lessee dated as of July 25, 2014, recorded as Document No. 2014E0063992, records of Jackson County, Missouri.
4. Master Lease by and between Ground Lessee and Master Lessee dated as of July 25, 2014,
5. Memorandum of Master Lease by and between Ground Lessee and Master Lessee dated as of July 25, 2014, recorded as Document No. 2014E0063360, records of Jackson County, Missouri.
6. Lease Purchase Agreement by and between Ground Lessee and Ground Lessor dated July 25, 2014.
7. Sale/Leaseback and Redevelopment Contract, dated July 25, 2014, between Ground Lessee and Ground Lessor, recorded as Document No. 2014E0062717, records of Jackson County, Missouri.
8. Memorandum of Lease Purchase Agreement, dated as of July 25, 2014, between Ground Lessee and Ground Lessor, recorded as Document No. 2014E006361, records of Jackson County, Missouri.