

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

RECORDING REQUESTED BY:	Adam B. Hill, Thompson & Knight LLP
WHEN RECORDED RETURN TO:	Thompson & Knight LLP 1722 Routh Street, Suite 1500 Dallas, Texas 75201 Attention: Jeanne M. Burton
NAME OF DOCUMENT:	Modification Agreement
DATE OF DOCUMENT:	October * __, 2020
BORROWER:	Land Clearance for Redevelopment Authority of Kansas City, Missouri
BORROWER ADDRESS:	300 Wyandotte Street, Suite 300, Kansas City, Missouri 64105
MASTER LESSEE:	Hospital Hill Medical Office Building, LLC
MASTER LESSEE ADDRESS:	839 North Jefferson Street, Suite 600, Milwaukee, Wisconsin 53202
ADMINISTRATIVE AGENT:	Capital One, National Association
ADMINISTRATIVE AGENT ADDRESS:	77 West Wacker Drive, 10th Floor, Chicago, Illinois 60601
LEGAL DESCRIPTION:	See Exhibit A attached hereto and made a part hereof
DEED REFERENCE:	Deed of Trust – 2015 E0094024 Assignment of Leases and Rents – 2015 E0094025 Memorandum of Ground Lease - 2014 E0062508 Memorandum of Master Lease - 2014E0063360

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.

This **MODIFICATION AGREEMENT** (this “**Agreement**”) dated effective as of October *___, 2020, by and among (i) **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 (“**Borrower**”), having an address at 300 Wyandotte Street, Suite 300, Kansas City, Missouri 64105 (ii) **HOSPITAL HILL MEDICAL OFFICE BUILDING, LLC**, a Delaware limited liability company (“**Master Lessee**”), having an address at c/o Landmark Healthcare Facilities LLC, 839 North Jefferson Street, Suite 600, Milwaukee, Wisconsin 53202, (iii) **LANDMARK HEALTHCARE COMPANIES LLC**, a Delaware limited liability company (“**Guarantor**”), having an address at c/o Landmark Healthcare Facilities LLC, 839 North Jefferson Street, Suite 600, Milwaukee, Wisconsin 53202 (Borrower, Master Lessee and Guarantor herein sometimes called “**Borrower Parties**” or “**Borrower Party**”, as the context may require), and (iv) **CAPITAL ONE, NATIONAL ASSOCIATION** (“**CONA**”), successor-by-merger to Healthcare Financial Solutions, LLC, a Delaware limited liability company (“**HFS**”), which was a successor-in-interest to General Electric Capital Corporation, a Delaware corporation (“**GECC**”), as agent for the Lenders (as such term is defined in the hereinafter described Loan Agreement) under the Loan Agreement (in such capacity, “**Administrative Agent**”), having an address at 77 West Wacker Drive, 10th Floor, Chicago, Illinois 60601, Attention: Credit Executive;

WITNESSETH:

WHEREAS, the following documents have previously been executed and delivered by all or certain Borrower Parties to Administrative Agent, GECC, HFS and/or Lenders relating to a loan (the “**Loan**”) to Borrower in the principal amount of \$33,500,000.00, each dated effective October 16, 2015, unless otherwise indicated:

- A. Loan Agreement (as amended from time to time, the “**Loan Agreement**”);
- B. Promissory Note (as amended from time to time, the “**Note**”) in the stated principal amount of the Loan;
- C. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended from time to time, the “**Security Instrument**”) covering certain real property and personal property described therein and on Exhibit A attached hereto (the “**Property**”), recorded as Document No. 2015 E0094024, Records of Jackson County, Missouri;
- D. Assignment of Leases and Rents recorded as Document No. 2015 E0094025, Records of Jackson County, Missouri;
- E. Hazardous Materials Indemnity Agreement;
- F. Guaranty of Recourse Obligations; and

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G. Limited Guaranty of Payment and Performance;

the instruments described above and all other documents evidencing, securing or otherwise executed in connection with the Loan being herein collectively called the “**Loan Documents**”;

WHEREAS, Borrower has requested that Administrative Agent and Lenders extend the maturity date of the Note to December 30, 2020, and Administrative Agent and Lenders are willing to do so on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms** Capitalized terms not otherwise defined herein shall have the same definition as set forth in the Loan Agreement. This Agreement constitutes a “Loan Document” as such term is defined in the Loan Agreement.

2. **Extension of Maturity Date.** The term of the Note is hereby extended to the earlier to occur of December 30, 2020, or any earlier date on which the entire Loan is required to be paid in full, whether at maturity, by acceleration or otherwise, under the Loan Agreement or any of the other Loan Documents. The liens, security interests, assignments and other rights evidenced by the Security Instrument and other Loan Documents are hereby renewed and extended to secure payment of the Indebtedness secured thereby. Notwithstanding anything to the contrary contained in the Loan Documents, Borrower has no further right to extend the Maturity Date.

3. **Modification of Defined Terms.** From and after the date hereof, all references in the Loan Documents to the defined term “Maturity Date” shall mean the earlier of (i) December 30, 2020, or (ii) any earlier date on which the entire Loan is required to be paid in full, whether at maturity, by acceleration or otherwise, under the Loan Agreement or any of the other Loan Documents.

4. **Intentionally Omitted.**

5. **Modification of Loan Agreement.** The Loan Agreement is hereby amended as set forth on Schedule I attached hereto. Schedule I will be omitted for recording purposes but all unrecorded copies of this Agreement shall include Schedule I. For the avoidance of doubt, the terms of Section 7.7 of the Loan Agreement shall continue to apply to the requirements included in Schedule I attached hereto such that as long as LCRA is the Borrower, LCRA will have no obligations under Article 7 of the Loan Agreement to deliver financial reports concerning LCRA.

6. **General Release by Borrower Parties.** In consideration of, among other things, Administrative Agent’s execution and delivery of this Agreement, each Borrower Party, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, “**Releasing Parties**”), hereby forever

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agrees and covenants not to sue or prosecute against any Released Party (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Released Party from any and all claims (including, without limitation, cross claims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liabilities, obligations, damages and consequential damages, demands, judgments, costs, expenses or claims whatsoever (collectively, the “**Claims**”), that such Releasing Party now has or hereafter may have, of whatsoever nature and kind, which are now known, whether arising at law or in equity, against any or all of Administrative Agent or Lenders (the “**Lender Parties**”) in any capacity and their respective affiliates, subsidiaries, shareholders and “controlling persons” (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys and other representatives of each of the foregoing (individually a “**Released Party**” and collectively, the “**Released Parties**”), based in whole or in part on facts, whether or not now known, existing on or before the date hereof, that relate to, arise out of or otherwise are in connection with: (a) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith, or (b) any aspect of the dealings or relationships between or among Borrower and the other Borrower Parties, on the one hand, and any or all of the Lender Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (a) hereof. In entering into this Agreement, each Borrower Party consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Released Parties and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. **THE FOREGOING RELEASE INCLUDES ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES ARISING AS A RESULT OF THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES** but not as a result of the gross negligence or willful misconduct of such Released Party. The provisions of this Section shall survive the termination of this Agreement, the other Loan Documents and payment in full of the Obligations.

7. **Representations, Warranties and Covenants of Borrower Parties.** To induce Administrative Agent to execute and deliver this Agreement, each Borrower Party represents, warrants and covenants for itself that:

(a) The execution, delivery and performance by such Borrower Party of this Agreement and all documents and instruments delivered in connection herewith and all other Loan Documents have been duly authorized by all necessary action pursuant to such Borrower Party’s organizational documents, and this Agreement and all documents and instruments delivered in connection herewith and the other Loan Documents are legal, valid and binding obligations of such Borrower Party enforceable against such party in accordance with their respective terms, except as the enforcement thereof may be subject to (i) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors’ rights generally, and (ii) general principles

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of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law).

(b) Each of the representations and warranties made by such Borrower Party contained in the Loan Documents is true and correct on and as of the date hereof as if made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date, and each of the agreements and covenants in the Loan Documents of a Borrower Party is hereby reaffirmed with the same force and effect as if each were separately stated herein and made as of the date hereof.

(c) Neither the execution, delivery and performance of this Agreement and all documents and instruments delivered in connection herewith nor the consummation of the transactions contemplated hereby or thereby does or shall contravene, result in a breach of, or violate (i) any provision of such Borrower Party's organizational documents, (ii) any law or regulation, or any order or decree of any court or government instrumentality, or (iii) any indenture, mortgage, deed of trust, lease, ground lease, agreement or other instrument to which such Borrower Party is a party or by which any of its property is bound.

(d) With respect to the Ground Lease, (i) Ground Lessor's consent is not required for the execution and delivery of this Agreement, and (ii) there exists no default or event which, with the passage of time or the giving of notice or both, would constitute a default by Borrower under the Ground Lease.

8. **Mezzanine Loan.** To induce Administrative Agent to execute and deliver this Agreement, Master Lessee represents, warrants and covenants that, with respect to the Mezzanine Loan: (a) Mezzanine Lender's consent has been granted to the extension of the Maturity Date of the Loan evidenced pursuant to this Agreement, (ii) the maturity date of the Mezzanine Loan has been extended to December 30, 2020 and (iii) there exists no default or event which, with the passage of time or the giving of notice or both, would constitute a default by Master Lessee under the Mezzanine Loan.

9. **Ratification of Liability.** Each Borrower Party, as borrowers, debtors, grantors, pledgors, guarantors, assignors, or in other similar capacities in which such parties grant liens, security interests or assignments on, in or to their properties or otherwise act as accommodation parties or guarantors, as the case may be, under the Loan Documents, hereby ratifies and reaffirms all of its payment and performance obligations and obligations to indemnify, contingent or otherwise, under each of such Loan Documents to which such party is a party, and each such party hereby ratifies and reaffirms its grant of liens on, security interests in and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations under or with respect to the Loan Agreement. Each such party (a) further acknowledges receipt of a copy of this Agreement and all other agreements, documents, and instruments executed and/or delivered in connection herewith, (b) consents to the terms and

conditions of same, and (c) agrees and acknowledges that each of the Loan Documents remains in full force and effect and is hereby ratified and confirmed. Except as expressly provided herein, the execution of this Agreement shall not operate as a waiver of any right, power or remedy of any Lender Party, nor constitute a waiver of any provision of any of the Loan Documents nor constitute a novation of any of the Obligations under the Loan Documents.

10. **Reference to and Effect Upon the Loan Documents.**

(a) All terms, conditions, covenants, representations and warranties contained in the Loan Documents, and all rights of the Lender Parties and all of the Obligations remain in full force and effect.

(b) Each Borrower Party hereby confirms that the Loan Documents are in full force and effect and that no Borrower Party has any right of setoff, recoupment or other offset or any defense, claim or counterclaim with respect to any of the Obligations, or any other Loan Document.

(c) Except as expressly set forth herein, the execution, delivery and effectiveness of this Agreement and any consents or waivers set forth herein shall not directly or indirectly (i) create any obligation to make any further financial accommodation or to continue to defer any enforcement action after the occurrence of any Potential Default or Event of Default, (ii) constitute a consent or waiver of any past, present or future violations of any provisions of the Loan Documents, (iii) amend, modify or operate as a waiver of any provision of the Loan Documents or any right, power or remedy of any Lender Party, (iv) constitute a consent to any merger or other transaction or to any sale, restructuring or refinancing transaction, (v) constitute a course of dealing or other basis for altering any Obligations or any other contract or instrument. Each Lender Party reserves all of its rights, powers, and remedies under the Loan Documents and applicable law. All of the provisions of the Loan Documents, including, without limitation, the time of the essence provisions, are hereby reiterated, and if ever waived, are hereby reinstated.

(d) From and after the date hereof, all references in the Loan Documents to a Loan Document shall refer to such Loan Document as amended by this Agreement.

(e) No Lender Party has waived, or is by this Agreement waiving, and has no intention of waiving (regardless of any delay in exercising such rights and remedies), any Potential Default or Event of Default which may be continuing on the date hereof or any Event of Default which may occur after the date hereof.

11. **Waiver of Jury Trial, Governing Law and Venue; Liability of Borrower and Indemnification by Master Lessee.** Sections 7.7 (limiting the financial reporting requirements of LCRA), 12.25 (Waiver of Jury Trial), 12.27 (Governing Law), 12.33 (Venue), 13.3 (Specific

Limitation on Liability of Borrower) and 14.4 (Indemnification of LCRA by Master Lessee) of the Loan Agreement are incorporated herein by reference and made a part of this Agreement.

12. **Construction.** This Agreement and all other agreements and documents executed and/or delivered in connection herewith have been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Agreement or any such other agreements and documents nor any alleged ambiguity therein shall be interpreted or resolved against any party on the ground that such party or its counsel drafted this Agreement or such other agreements and documents, or based on any other rule of strict construction. Each of the parties hereto represents and declares that such party has carefully read this Agreement and all other agreements and documents executed in connection herewith, and that such party knows the contents thereof and signs the same freely and voluntarily. The parties hereto acknowledge that they have been represented by legal counsel of their own choosing in negotiations for and preparation of this Agreement and all other agreements and documents executed in connection herewith and that each of them has read the same and had their contents fully explained by such counsel and is fully aware of their contents and legal effect.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any party hereto may execute and deliver a counterpart of this Agreement by delivering by facsimile or other electronic transmission a signature page of this Agreement signed by such party, and any such facsimile or other electronic signature shall be treated in all respects as having the same effect as an original signature. Any party delivering by facsimile or other electronic transmission a counterpart executed by it shall promptly thereafter also deliver a manually signed counterpart of this Agreement.

14. **Severability.** The invalidity, illegality, or unenforceability of any provision in or obligation under this Agreement in any jurisdiction shall not affect or impair the validity, legality, or enforceability of the remaining provisions or obligations under this Agreement or of such provision or obligation in any other jurisdiction. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

15. **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

16. **Further Assurances.** Borrower Parties, upon request from Administrative Agent, agree to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan.

17. **Section Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not constitute part of this Agreement for any other purpose.

18. **Successors and Assigns; No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of Borrower Parties and Lender Parties and their respective successors and assigns; provided, that no Borrower Party shall be entitled to delegate any of its duties hereunder and shall not assign any of its rights or remedies set forth in this Agreement without the prior written consent of Administrative Agent in its sole discretion. No Person other than the parties hereto, and in the case of Section 6 hereof, the Released Parties, shall have any rights hereunder or be entitled to rely on this Agreement and all third-party beneficiary rights (other than the rights of the Released Parties under Section 6 hereof) are hereby expressly disclaimed.

19. **Costs and Expenses.** Contemporaneously with the execution and delivery of this Agreement and as a condition to its effectiveness, Borrower Parties shall pay, or cause to be paid, all costs and expenses incident to the preparation hereof and the consummation of the transactions specified herein, including without limitation title insurance policy endorsement charges, recording fees and fees and expenses of legal counsel to Administrative Agent.

20. **Recordation; Endorsement of Title Policy.** As an accommodation to Borrower Parties, Administrative Agent has agreed to waive the requirement for recordation of this Agreement and issuance of an endorsement to Administrative Agent's loan policy of title insurance at this time. At Administrative Agent's request, Borrower Parties shall, at their sole cost and expense, arrange for recordation of this Agreement in the appropriate records of the county where the Property is located and Borrower Parties shall, at their sole cost and expense, obtain and deliver to Administrative Agent an endorsement of the Title Policy in form and content acceptable to Administrative Agent, stating that the company issuing said policy will not claim that policy coverage has terminated or that policy coverage has been reduced, solely by reason of the execution of this Agreement.

21. **Final Agreement.** This Agreement, the other Loan Documents, and the other written agreements, instruments, and documents entered into in connection therewith (collectively, the "**Documents**") set forth in full the terms of agreement between the parties hereto and thereto and are intended as the full, complete, and exclusive contracts governing the relationship between such parties, superseding all other discussions, promises, representations, warranties, agreements, and understandings between the parties with respect thereto. No term of the Documents may be modified or amended, nor may any rights thereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment, or waiver is sought. Any waiver of any condition in, or breach of, any of the foregoing in a particular instance shall not operate as a waiver of other or subsequent conditions or breaches of the same or a different kind. Any Lender Party's exercise or failure to exercise any rights or remedies under any of the foregoing in a particular instance shall not

operate as a waiver of its right to exercise the same or different rights and remedies in any other instances. There are no oral agreements among the parties hereto.

IN WITNESS WHEREOF, Borrower Parties and Administrative Agent have executed this Agreement on the respective dates of acknowledgement to be effective as of the date first above written.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW**

**SIGNATURE PAGE OF BORROWER TO
MODIFICATION 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 _____, 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 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 Missouri
Commission Expires _____

**SIGNATURE PAGE OF MASTER LESSEE TO
MODIFICATION AGREEMENT**

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

By: Hospital Hill Holding Company LLC, a
Delaware limited liability company,
Manager

By: _____
Name: Joseph J. Balistreri
Title: Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Joseph J. Balistreri as Manager of Hospital Hill Holding Company LLC, a Delaware limited liability company, on behalf of the limited liability company, in its capacity as Manager 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 Wisconsin
Commission Expires _____

**SIGNATURE PAGE OF GUARANTOR TO
MODIFICATION AGREEMENT**

**LANDMARK HEALTHCARE COMPANIES
LLC, a Delaware limited liability company**

By: _____
Name: Joseph J. Balistreri
Title: Chief Executive Officer and Chairman

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Joseph J. Balistreri as Chief Executive Officer and Chairman of Landmark Healthcare Companies 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 Wisconsin
Commission Expires _____

**SIGNATURE PAGE OF ADMINISTRATIVE AGENT TO
MODIFICATION AGREEMENT**

CAPITAL ONE, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: Authorized Signatory

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Authorized Signatory of Capital One, National Association, a national banking 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

PARCEL 1 (LEASEHOLD ESTATE AS TO LAND ONLY):

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.

PARCEL 2 (FEE SIMPLE ESTATE):

IMPROVEMENTS LOCATED ON PARCEL 1 SET FORTH ABOVE.

PARCEL 3 (NON-EXCLUSIVE EASEMENT ESTATE):

NONEXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS, MAINTENANCE AND REPAIR AND ENCROACHMENT, PARKING, PEDESTRIAN CONNECTOR, TEMPORARY CONSTRUCTION, MAINTENANCE AND REPAIR, UTILITIES AND DRAINAGE CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN TRUMAN MEDICAL CENTER, INCORPORATED AND HOSPITAL HILL MEDICAL OFFICE BUILDING, LLC, DATED AS OF JULY 25, 2014, RECORDED ON JULY 30, 2014, AS DOCUMENT NO. 2014E0062554, AS AMENDED BY AMENDMENT TO HOSPITAL HILL DOCUMENTS DATED OCTOBER 14, 2015 ALL IN THE RECORDS OF JACKSON COUNTY, MISSOURI, OVER AND ACROSS THE LAND MORE PARTICULARLY DESCRIBED THEREIN.

SCHEDULE I

(Intentionally Omitted for Recording Purposes)

MODIFICATION OF LOAN AGREEMENT

The Loan Agreement is hereby amended as follows:

1. Section 7.1(a) is amended and restated in its entirety to read as follows:

(a) **Financial Information**. In furtherance of the foregoing, Borrower will furnish to Administrative Agent (or cause to be furnished to Administrative Agent) the following financial information and reports with respect to Borrower, Guarantor, Hospital Tenant, the Project and/or each Operator (as applicable), in each case in form and format and providing information satisfactory to Administrative Agent in its reasonable discretion:

(i) within forty-five (45) days after the end of each calendar quarter, internally prepared quarterly financial statements (including income statements, balance sheets and cash flow statements) prepared for Borrower and the Project which fairly present the financial condition for Borrower and the Project for such period and year-to-date;

(ii) within forty-five (45) days after the end of each calendar quarter, a current rent roll;

(iii) if requested by Administrative Agent, within thirty (30) days before the end of each fiscal year, annual projected operating and capital budgets (each prepared on a monthly basis) for the succeeding fiscal year;

(iv) within sixty (60) days after the end of each fiscal year, internally prepared annual financial statements prepared for Borrower in accordance with GAAP (except for the absence of footnotes and year-end adjustments) and based on an accrual basis of accounting consistent with industry standards;

(v) within forty-five (45) days after the end of each calendar quarter, internally prepared quarterly financial statements (including income statements and balance sheets) prepared for Guarantor which fairly present the financial condition for Guarantor for such period;

(vi) within one hundred fifty (150) days after the end of each fiscal year, annual consolidated audited financial statements prepared for Guarantor in

accordance with GAAP and prepared by a firm of independent public accountants reasonably satisfactory to Administrative Agent;

(vii) within forty-five (45) days after the end of each calendar quarter, internally prepared quarterly financial statements (including income statements and balance sheets) prepared for Hospital Tenant which fairly present the financial condition for Hospital Tenant for such period;

(viii) within one hundred twenty (120) days after the end of each fiscal year, annual consolidated audited financial statements prepared for Hospital Tenant in accordance with GAAP and prepared by a firm of independent public accountants reasonably satisfactory to Administrative Agent;

(ix) such additional information, reports or statements regarding Borrower, the Project, Hospital Tenant and Guarantor as Administrative Agent may from time to time reasonably request.

2. Section 7.2(a) is amended and restated in its entirety to read as follows:

(a) **Loan Compliance Certificate**. Within forty-five (45) days after the end of each calendar quarter, except for at fiscal year-end, in which case within sixty (60) days of the end of the fiscal year, Borrower shall deliver and shall cause Guarantor to deliver such financial reports and information as Administrative Agent shall reasonably require evidencing compliance with the applicable financial covenants, together with a fully completed Compliance Certificate executed by an officer of Borrower or Guarantor, as applicable (or of their managing member or general partner), and, if requested by Administrative Agent, back-up documentation as Administrative Agent shall reasonably require evidencing compliance.