

**EXHIBIT 4A
LCRA 12/9/20**

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 DOCUMENTS:	GROUND LESSOR'S ESTOPPEL, CONSENT, AND NON-DISTURBANCE AGREEMENT
DATE OF DOCUMENT:	December * __, 2020
GROUND LESSOR:	TRUMAN MEDICAL CENTER, INCORPORATED
GROUND LESSOR ADDRESS:	2301 Holmes Street, Kansas City, MO 64108
MORTGAGEE:	CAPITAL ONE, NATIONAL ASSOCIATION
MORTGAGEE ADDRESS:	77 West Wacker Drive, 10th Floor, Chicago IL 60601
LEGAL DESCRIPTION:	See Exhibit A attached hereto and made a part hereof
DEED REFERENCE:	Memorandum of Ground Lease - 2014 E0062508 Memorandum of Master Lease - 2014E0063360 Amendment to Hospital Hill Documents – 2015E0094023 Deed of Trust – _____

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310(2); 59.313(2) Revised Missouri Statutes.

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

THIS GROUND LESSOR'S ESTOPPEL; CONSENT, AND NON-DISTURBANCE AGREEMENT (the "Agreement"), is dated effective as of December * ___, 2020, 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 Kanas 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, whose mailing address is c/o Landmark Healthcare Facilities LLC, 839 North Jefferson Street, Suite 600, Milwaukee, Wisconsin 53202 ("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, 10th 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 (as may be further amended, modified, supplemented or restated from time to time, the "Lease"), with respect to certain property located in Kansas City, Missouri, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), as evidenced by Memorandum of Ground Lease dated as of July 25, 2014, recorded on July 30, 2014, as Document No. 2014E0062508 in the Public Records of Jackson County, Missouri, and amended by Amendment to Hospital Hill Documents dated October 14, 2015, recorded as Document No. 2015E0094023 in the Public Records of Jackson County, Missouri;

WHEREAS, in connection with the execution of the Lease, Master Lessee and Ground Lessor entered into that certain Easement Agreement dated as of July 25, 2014, recorded on July 30, 2014, as Document No. 2014E0062554, in the Public Records of Jackson County, Missouri, and 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 (the "Easement Agreement");

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

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**GROUND LESSOR'S ESTOPPEL; CONSENT, AND
NON-DISTURBANCE AGREEMENT** – Page 2

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and Ground Lessee dated as of July 25, 2014, recorded on July 30, 2014, as Document No. 2014E0062718 in the Public 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 Public 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 Public 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 Public Records of Jackson County, Missouri;

WHEREAS, copies of each of the foregoing documents have been provided by Ground Lessee and Master Lessee to Mortgagee;

WHEREAS, Ground Lessee's leasehold interest in the Land and ownership interest in the Improvements, and all of Ground Lessee's other rights, title and interest under the Lease, are herein referred to as the "Property";

WHEREAS, Ground Lessee owns a medical office building and other improvements relating thereto (the "Improvements") constructed upon the Land;

WHEREAS, Ground Lessee, Master Lessee, Mortgagee and the initial Lenders (as defined in the Loan Agreement) have executed a Loan Agreement dated of even date herewith (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which the Lenders have made a loan to Ground Lessee, the payment of which is subject to the provisions of Section 12.3 of the Loan Agreement (the principal, interest, fees and other amounts owing under the Loan Agreement or the other documents executed in connection therewith and all of the Lessee's 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 of the Lenders pursuant to the terms of the Loan Agreement, in the original principal amount of \$37,500,000.00, and secured by a first lien leasehold mortgage on the Property created by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing 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

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 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 Ground Lessor attached hereto (the “Estoppel Effective Date”).

1. Ground Lessor, Ground Lessee and Master Lessee hereby represent that the Lease, as assigned pursuant to the Assignment, and the Memorandum (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 and, 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 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 among 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, to the best of such party’s 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 knowledge, no event has occurred nor, to the best of their respective knowledge, does any condition exist that with the giving of notice or the lapse of time, or both, would constitute such a default. The Lease Documents, the Master Lease Documents, the Easement Agreement and the LCRA Documents are valid and in full force and effect.

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 knowledge of any liens and encumbrances, contractual rights or claims, previous transfers or conveyances, or agreements to transfer or convey the Land, except the Lease Documents, the Easement Agreement, the Master Lease Documents and the LCRA Documents) and those other matters disclosed on the title insurance policy issued in connection with the Loan Documents, the provisions of which are hereby made a part hereof, 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 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, 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. Ground Lessor represents that the Parking Contribution has been paid in full.

5. Ground Lessor represents that, (a) all Rent due under the Lease has been paid through and including the Estoppel Effective Date, (b) the Term commenced on March 4, 2014 and will terminate on March 31, 2064, and (c) the current annual Rent payable under the Lease is \$*82,500.00.

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 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) that, as of the Estoppel Effective Date, except with respect to the prior loan from Mortgagee, Ground Lessor has received no other current 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 or Section 14 of the Easement Agreement, as applicable, 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, 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, as defined in the Lease, 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 the 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

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**GROUND LESSOR'S ESTOPPEL; CONSENT, AND
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under the Lease 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; *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 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 amount 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 Lessor hereby acknowledges and consents to Master Lessee entering into that certain [*Mezzanine Loan Agreement] between Master Lessee and * _____, dated of even date herewith, which Mezzanine Loan and Mezzanine Lender's exercise of its rights thereunder shall be deemed not to constitute a Transfer in violation of Section 8.1.2 of the Lease.

11. 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 connection with a LCRA Termination Right (as defined in the Loan Agreement), no amendment or modification of the Lease shall be effective unless Mortgagee 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 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 Ground Lessor:	Truman Medical Center, Incorporated 2301 Holmes Street Kansas City, MO 64108 Attention: General Counsel
If to Master Lessee:	Hospital Hill Medical Office Building, LLC c/o Landmark Healthcare Facilities LLC 839 North Jefferson Street, Suite 600 Milwaukee, WI 53202 Attention: Joseph J. Balistreri
With a copy to:	Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202 Attention: Stephen C. Elliott

If to Mortgagee: Capital One, National Association
77 West Wacker Drive, 10th Floor
Chicago, IL 60601
Attention: Dan Eppley, Senior Director
Facsimile: (855) 544-4044
Reference: Landmark Kansas City MOB

With a copy to: Capital One, National Association
77 West Wacker Drive, 10th Floor
Chicago, IL 60601
Attention: Jeffrey M. Muchmore, Credit
Executive
Facsimile: (855) 332-1699
Reference: Landmark Kansas City MOB

And a copy to: Capital One, National Association
5804 Trailridge Drive
Austin, TX 78731
Attention: Diana Pennington, Senior Director,
Associate General Counsel
Facsimile: (855) 438-1132
Reference: Landmark Kansas City
MOB

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 LCRA pursuant to the provisions of this Agreement (including, without limitation, any indemnification obligations) shall be non-recourse as to LCRA. No provision, representation, covenants or agreement contained in this Agreement, 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 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 LCRA 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 LCRA contained in this Agreement. No provision, covenant or agreement contained in this Agreement, 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 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 LCRA 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 LCRA 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 LCRA) for amounts owed under Sections 12.1(b)-(d) of the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the, date first set forth above.

[The remainder of this page is intentionally left blank.
Signature Pages Follow.]

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

Master Lessee authorizes Mortgagee to insert the date of the closing of the
Loan as the date of this 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 GROUND LESSEE
TO GROUND LESSOR’S ESTOPPEL, CONSENT,
AND NON-DISTURBANCE AGREEMENT**

Ground Lessee authorizes Mortgagee to insert the date of closing of the
Loan as the date 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 _____, 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 GROUND LESSOR
TO GROUND LESSOR’S ESTOPPEL, CONSENT,
AND NON-DISTURBANCE AGREEMENT**

Ground Lessor authorizes Mortgagee to insert the date of closing of the Loan
as the date 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 _____, 2020, 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 Missouri
Commission Expires _____

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

Description of the Land

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, Public Records of Jackson County, Missouri, as affected by Amendment to Hospital Hill Documents dated October 14, 2015, recorded as Document No. 2015E0094023 in the Public Records of Jackson County, Missouri.
2. Sale/Leaseback and Redevelopment Contract by and between Ground Lessee and Master Lessee dated as of July 25, 2014, recorded as Document No. 2014E0062717, Public Records of Jackson County, Missouri, as affected by Amendment to Hospital Hill Documents dated October 14, 2015, recorded as Document No. 2015E0094023 in the Public Records of Jackson County, Missouri.
3. Funding Agreement dated as of July 25, 2014 by and among Ground Lessee, Ground Lessor and Master Lessee.
4. 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, Public 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.
5. Master Lease by and between Ground Lessee and Master Lessee dated as of July 25, 2014, 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.
6. Memorandum of Master Lease by and between Ground Lessee and Master Lessee dated as of July 25, 2014, recorded as Document No. 2014E0063360, Public 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.
7. Lease Purchase Agreement by and between Ground Lessee and Ground Lessor dated July 25, 2014, 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.
8. Memorandum of Lease Purchase Agreement, dated as of July 25, 2014, between Ground Lessee and Ground Lessor, recorded as Document No. 2014E006361, Public 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.