

NON-DISTURBANCE AND ATTORNMENT AGREEMENT
SUBLEASE

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the “Agreement”) is made as of the _____ day of _____, 2021, among LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic organized under the laws of Missouri and ordinances of the City of Kansas City, Missouri (“Owner”), LINWOOD SHOPPING CENTER REDEVELOPMENT COMPANY, LLC, a Missouri limited liability company (“Landlord”), and PROJECT TITAN, LLC, a Delaware limited liability company, d/b/a ARCHWELL HEALTH (“Tenant”).

RECITALS:

- (a) Owner owns in fee simple certain real estate (land only) situated in Kansas City, Missouri and legally described on Exhibit A attached hereto and made a part hereof (the “Owned Parcel”).
- (b) Owner has leased the Owned Parcel to Landlord, by Ground Lease dated February 14, 1992, between Owner and Landlord and recorded in the Jackson County, Missouri real estate records as Instrument No. 1992K1014675 (the “Original Ground Lease”), as assigned to and assumed by Landlord and amended by that certain Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 31, 2017, and recorded as Instrument No. 2017E0014976, and as amended by that certain Amendment to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 23, 2019, and recorded as Instrument No. 2019E0008487, by that certain Amendment to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated June 19, 2019, and recorded as Instrument No. 2019E0054122, and by that certain Amendment to Ground Lease and Estoppel Agreement dated September 26, 2019, as evidenced by the Memorandum of Amendment to Ground Lease and Estoppel Agreement dated September 26, 2019, and recorded as Instrument No. 2019E0078169 (hereafter, collectively the “Ground Lease”). The Ground Lease is for a term of ninety-nine (99) years, commencing on February 17, 1992 and terminating on February 16, 2091, or the date on which the Landlord purchases the Owned Parcel, or unless the Ground Lease shall earlier terminate, each as provided in the Ground Lease.
- (c) As provided in the Ground Lease, Landlord owns fee simple title to the improvements located on the Owned Parcel.
- (d) Tenant has leased a portion of the Owned Parcel, which is approximately 2,400 rentable square feet, with an address of 3135 Prospect Ave., Kansas City, Missouri (the “Demised Premises”) from Landlord, by Lease Agreement dated January 22, 2021 (the “Sublease”).

- (e) Owner, Landlord and Tenant desire to assure Tenant's occupancy of the Demised Premises under the Sublease

Accordingly, in consideration of the premises and of the terms and provisions herein contained, and for other good and valuable consideration, Owner, Landlord and Tenant do hereby agree as follows:

1. Owner owns fee simple title to the Owned Parcel (land only), free and clear of all liens, encumbrances and other title exceptions, except for the Ground Lease and encumbrances of record, none of which, to Owner's actual knowledge and without investigation, prohibit or interfere with Tenant's use of the Demised Premises.
2. The Ground Lease is in full force and effect.
3. Owner hereby consents to Landlord entering into the Sublease.
4. If and so long as Tenant shall perform the obligations under the Sublease, on its part to be performed, Owner agrees that:
 - (a) Tenant shall have and enjoy during the term of the Sublease the quiet and undisturbed possession of the Demised Premises.
 - (b) Tenant's possession and rights under the Sublease shall not be adversely affected in any way by reason of any default by Landlord under the Ground Lease, or by reason of termination or cancellation of the Ground Lease with respect to any default of Landlord thereunder, subject to any rights of Landlord's lender.
 - (c) In the event of termination or cancellation of the Ground Lease and Owner succeeds to the interest of Landlord in the Demised Premises, the possession of the Demised Premises by the Tenant under the Sublease and all rights of Tenant thereunder will be fully recognized by Owner.

Notwithstanding anything in this Agreement to the contrary, in the event that the Ground Lease is terminated or cancelled for any reason, Landlord and Tenant acknowledge that Owner does not intend to remain as the owner of the Owned Parcel and succeed to the interest of Landlord under the Sublease as a direct lease between Owner and Tenant, it being understood that Owner lacks the resources, expertise, and capacity to manage and operate the shopping center improvements located on the Owned Parcel or to otherwise perform the obligations of Landlord under the Sublease and that the purpose for Owner's ownership of the Owned Parcel (land only) is to provide a real property tax exemption for the Owned Parcel (land only) thereby reducing the likelihood of a recurrence of blight within the Linwood-Prospect Urban Renewal Area. In such an event, it is anticipated that Owner will, subject to the rights of lenders under the Ground Lease, contemporaneously with the termination or cancellation of the Ground Lease transfer Owner's interest in the title to the Owned Parcel to Landlord or to a successor developer having the requisite experience and resources to own and the operate the Owned Parcel and related shopping center improvements.

Alternatively, in lieu of terminating the Ground Lease, Owner may, subject to the rights of lenders under the Ground Lease, assign the Landlord's interest and obligations under the Ground Lease to a successor developer having the requisite experience and resources to own and operate the shopping center improvements located on the Property, which developer, as a condition to assuming Landlord's interest and obligations under the Ground Lease, shall also assume Landlord's interest and obligations under the Sublease.

- (d) Owner shall not be liable for the performance or nonperformance of any obligations that accrued or were to be performed on the part of Landlord under the Sublease, nor shall Owner be liable for any defaults on the part of Landlord under the Sublease.
 - (e) If Owner's interest and estate in and to the Owned Parcel is sold or transferred by Owner to Landlord or other purchaser or transferee, then Owner shall be freed, relieved and discharged of all covenants, agreements and obligations under this Agreement.
5. In the event of termination or cancellation of the Ground Lease and Owner at that time agrees, subject in all respects to Section 6 below, to succeed to Landlord's interest under the Sublease, Tenant shall, notwithstanding any provisions of the Sublease, attorn to Owner, and Tenant shall be obligated to Owner to perform all of Tenant's obligations under the Sublease, and Tenant shall not have the right to terminate the Sublease by reason of the termination or cancellation of the Ground Lease.
6. Notwithstanding anything in this Agreement to the contrary, unless affirmatively accepted by Owner in Owner's sole and absolute discretion in a subsequent instrument approved and executed by Owner pursuant to a resolution adopted by Owner at such time as the Ground Lease has terminated or is cancelled for any reason, Owner shall neither succeed to Landlord's interest under the Sublease nor have any obligations under the Sublease (even in the event that the Ground Lease is terminated or cancelled) and Owner shall not be liable, or be deemed to be liable, to Landlord, to Tenant, or to any third party for any default, or claimed default, under this Agreement, the Ground Lease, or the Sublease by Landlord or by Tenant. Landlord shall indemnify and agrees to protect, defend and hold harmless Owner and Owner's commissioners, officers, employees, agents, affiliates, and successors and assigns, from and against all claims, liens, demands, losses, damages, fees, expenses, liabilities, administrative or judicial proceedings, orders, judgments, causes of action, attorney's fees, court fees, and/or costs of any kind directly or indirectly arising out of or attributable to in whole or in part: (a) the performance or enforcement of this Agreement, the Ground Lease, or the Sublease; or (b) any dispute between or among Owner, Landlord, Tenant, or any third party in connection with this Agreement, the Ground Lease, or the Sublease. As a material inducement for Owner to enter into this agreement, Landlord and Tenant expressly understand and agree that nothing in this Agreement modifies, amends, or changes the terms and conditions of the Ground Lease or the rights and obligations of Owner and Landlord under the Ground Lease and that, to the extent of any discrepancy between this Agreement and the Ground Lease as to the terms or conditions of the Ground Lease or the rights and obligations of Owner and Landlord under the Ground Lease, the Ground Lease shall control.

7. The foregoing provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Owner, Landlord and Tenant have executed this Agreement as of the day and year first above written.

OWNER:

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY,
MISSOURI**

By: _____
Name: _____
Title: _____

LANDLORD:

LINWOOD SHOPPING CENTER REDEVELOPMENT COMPANY, LLC

By: _____
Name: _____
Title: _____

TENANT:

PROJECT TITAN, LLC, d/b/a ARCHWELL HEALTH

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Dan Moye personally known to me to be the 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 ordinances of the City of Kansas City, Missouri, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Executive Director he signed and delivered the said instrument pursuant to authority duly given to them by said public body corporate and politic.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public

My Commission Expires
_____, 20____.

STATE OF _____)
) ss:
COUNTY OF _____)

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that _____ personally known to me to be the _____ of LINWOOD SHOPPING CENTER REDEVELOPMENT COMPANY, LLC, a Missouri limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such _____ he/she signed and delivered the said instrument pursuant to authority duly given to them by said limited liability company.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public

My Commission Expires

_____, 20____.

STATE OF _____)
) ss:
COUNTY OF _____)

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that _____ personally known to me to be the _____ of PROJECT TITAN, LLC, a Delaware limited liability company, d/b/a ARCHWELL HEALTH, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such _____ he/she signed and delivered the said instrument pursuant to authority duly given to them by said credit union.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public

My Commission Expires

_____, 20____.

EXHIBIT A

LEGAL DESCRIPTION

Linwood Square 1st Plat, Lot 1, a subdivision in the City of Kansas City, Jackson County, Missouri.

And

Linwood Square 2nd Plat, Lot 1, a subdivision in the City of Kansas City, Jackson County, Missouri.