

[December __], 2021

Wells Fargo Bank, National Association
Hospitality Finance Group
30 Hudson Yards, 61st Floor
500 West 33rd Street
New York, NY 10001
Re: Loan No. 1017741

Re: Loews Hotel Kansas City (2021 Extension)

Ladies and Gentlemen:

This letter (this "Fee Letter") makes reference to that certain Amended and Restated Loan Agreement and Omnibus Amendment to Loan Documents (the "Agreement"), dated as of the date hereof, by and among LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI ("Borrower"), KC HOTEL PROPERTY OWNER, LLC, a Delaware limited liability company ("Hotel Owner") each of the financial institutions party thereto together with their assignees under Section 13.13 thereof (the "Lenders"), Wells Fargo Bank, National Association, as administrative agent (in such capacity, "Administrative Agent") and Wells Fargo Securities, LLC, as Sole Lead Arranger and Sole Bookrunner ("Wells Fargo Securities" and, together with Administrative Agent, the "Wells Fargo Parties"). Capitalized terms used herein and not defined herein shall have the meanings provided therefor in the Agreement.

1. Modification Fee. In order to induce the Administrative Agent to execute and deliver the Agreement, the Loan Parties hereby covenant and agree to pay to Administrative Agent, for the benefit of the Lenders, on the Effective Date (and as a condition to the effectiveness of the Agreement), a loan modification fee in the amount of \$550,000 (the "Modification Fee"). The Modification Fee shall be deemed to be fully earned by the Lenders on the date paid.
2. Fees Generally. All fees will be payable in U.S. dollars in immediately available funds to the Wells Fargo Parties for their respective accounts or as directed by the Wells Fargo Parties. Once paid, no fee will be refundable under any circumstances and will not be subject to counterclaim, setoff or otherwise affected. At the sole discretion of the Wells Fargo Parties, all or any portion of any fees may be allocated to any of their affiliates or paid to any other Lender or Lenders.
3. Original Fee Letter. This Fee Letter is supplemental to, and not in replacement of, that certain fee letter dated as of January 18, 2018, the terms and conditions of which shall remain in full force and effect.
4. Miscellaneous. This Fee Letter is subject to the confidentiality, indemnification, governing law and miscellaneous provisions (including, without limitation, Sections 13.16, 13.1, and 13.23) of the Agreement, which are incorporated herein by reference.
5. Non-Recourse. The terms and provisions of Sections 13.31 and 13.32 of the Agreement are hereby incorporated into this Fee Letter as if fully set forth herein.

6. Survival. This Fee Letter shall survive any termination or expiration of the closing of the Loan.

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BORROWER:

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY MISSOURI

By: _____
Name: Daniel Moye
Title: Executive Director

HOTEL OWNER:

KC HOTEL PROPERTY OWNER, LLC
a Delaware limited liability company

By: _____
Name: Matthew L. Brenner
Title: Senior Vice President,
Chief Financial Officer

ACKNOWLEDGED AND AGREED TO:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: _____
Name:
Its:

ACKNOWLEDGED AND AGREED TO:

WELLS FARGO SECURITIES, LLC

By: _____
Name:
Title:

NAI-1522843083v2