

EXHIBIT 6A  
LCRA 11/30/21

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***Title of Document:*** Memorandum of Amendment to Master Lease

***Date of Document:*** \_\_\_\_\_, 2021

***Grantor(s):*** Land Clearance for Redevelopment Authority of Kansas  
City, Missouri  
300 Wyandotte Street, Suite 400  
Kansas City, Missouri 64105

***Grantee(s):*** DOC-2101 Charlotte St MOB, LLC  
(f/k/a Hospital Hill Medical Office Building, LLC)  
c/o Physicians Realty Trust  
309 N. Water St., Suite 500  
Milwaukee, WI 53202

***Legal Description:*** See Exhibit A

***Reference Book and Page(s):*** 2014E0063360  
2015E0094023

## MEMORANDUM OF AMENDMENT TO MASTER LEASE

THIS MEMORANDUM OF AMENDMENT TO MASTER LEASE (this "Memorandum") is made as of December \_\_\_\_\_, 2021 (the "Effective Date"), by **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 1100 Walnut Street, Suite 1700, Kansas City, MO 64106 ("Landlord") and **DOC-2101 CHARLOTTE ST MOB, LLC**, a Delaware limited liability company (f/k/a Hospital Hill Medical Office Building, LLC) having its principal office at c/o Physicians Realty Trust, 309 N. Water St., Suite 500, Milwaukee, WI 53202 ("Tenant").

### RECITALS:

A. Tenant entered into a Ground Lease dated March 4, 2014, as amended by a First Amendment to Ground Lease dated as of July 1, 2014 (as amended, the "Ground Lease") with Truman Medical Center, Incorporated, a Missouri non-profit corporation (the "Ground Lessor"), under which Ground Lessor leased to Tenant the land described on Exhibit A attached hereto (the "Ground Leased Land"). A Memorandum of Ground Lease dated as of July 25, 2014 evidencing the Ground Lease was recorded as Document No. 2014E0062508 on July 30, 2014.

B. Tenant has assigned to Landlord all of Tenant's right, title and interest as "Lessee" under the Ground Lease pursuant to an Assignment and Assumption of Lessee's Interest in Ground Lease dated July 25, 2014, which was recorded as Document No. 2014E0062718 on July 30, 2014.

C. Landlord and Tenant have entered into a Master Lease dated as of July 25, 2014 (the "Master Lease") for the property more particularly described on Exhibit A attached hereto. A Memorandum of Master Lease dated as of July 25, 2014 evidencing the Ground Lease was recorded as Document No. 2014E0063360 on August 1, 2014.

D. Effective as of the Effective Date, Landmark Healthcare Properties, LLC, a Delaware limited liability company ("Landmark"), has transferred its indirect majority interest in Tenant through a merger transaction to a subsidiary of Physicians Realty L.P., a Delaware limited partnership ("PRLP"), which transaction also involves the transfer of Landmark's indirect interests in a portfolio of other medical office buildings in other cities (the "Portfolio") to other subsidiaries of PRLP (the "PRLP Transaction"). As a result of the PRLP Transaction, PRLP, which is a direct subsidiary of Physicians Realty Trust, a Maryland corporation, has acquired a controlling interest in the MOB and related improvements. Following the Effective Date, PRLP will continue to operate the MOB in substantially the same manner as the same has been operated by the Redeveloper. To memorialize the PRLP Transaction and the transfer of the ownership interest in Tenant from Landmark to PRLP, Landlord and Tenant entered into the Amendment to Master Lease dated the Effective Date (the "Amendment to Master Lease").

E. Landlord and Tenant wish to record this Memorandum in order to give constructive notice of the Amendment to Master Lease and of Landlord's and Tenant's interests and rights under the Master Lease. All references herein to the Master Lease shall include the Master Lease as amended by the Amendment to Master Lease.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant agree as follows:

1. Defined Terms. Capitalized terms used in this Memorandum, but not otherwise defined, shall have the meanings given to them in the Master Lease.

2. Property Leased. Pursuant to the Master Lease, the Landlord has leased to the Tenant, and the Tenant has leased from the Landlord the Premises, including the parcel or parcels of real property legally described on Exhibit A attached hereto and made a part hereof by this reference, together with the Improvements to be constructed thereon, the easements and appurtenances pertaining thereto described in the Master Lease at the rental and on the covenants and conditions set forth in the Master Lease.

3. Term. The Term of this Master Lease shall commence on the Effective Date and, unless sooner terminated in accordance with the terms of this Master Lease, shall be for twenty-five (25) years and shall expire at 11:59 p.m. on July 24, 2039 unless earlier terminated pursuant to the Master Lease. The Term may only be extended by mutual agreement of the parties and any agreement by Landlord to extend the Term shall be in Landlord's sole and absolute discretion. Tenant shall have the right to possession of the Premises from and after the Effective Date through the end of the Term.

4. Performance of Ground Lease Obligations. Pursuant to the Master Lease, Tenant is authorized and required to perform all of Landlord's obligations as "Lessee" under the Ground Lease and Tenant assumed and shall perform all of Landlord's obligations as "Lessee" under the Ground Lease through the Merger.

5. Options to Transfer and Purchase. Pursuant to the Master Lease, Landlord shall have the right, whether or not an Event of Default (as defined in the Master Lease) has occurred, to terminate the Master Lease and quitclaim the Ground Leased Land, including all improvements and personal property thereon, including all improvements and personal property thereon, to Tenant. Upon the expiration of the Term or other termination of the Master Lease by whatever cause, Tenant shall have the right to purchase the Ground Leased Land, including all improvements and personal property thereon, from Landlord in accordance with the Master Lease.

6. Conflict with Master Lease. The lease of the Premises from the Landlord to the Tenant is subject to all of the terms, covenants and conditions set forth in the Master Lease, all of which are incorporated by reference in this Memorandum as though fully set forth herein. In the event of any conflict between the terms, covenants and conditions of this Memorandum and the terms, covenants and conditions of the Master Lease, the terms, covenants and conditions of the Master Lease shall control. The terms of the Master Lease are incorporated herein as though fully set forth in this Memorandum.

7. Counterparts. This Memorandum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

***[SIGNATURE PAGES FOLLOW]***

**[Signature page 1 of 2 to Memorandum of Amendment to Master Lease]**

**IN WITNESS WHEREOF**, the Landlord and the Tenant have each caused this Memorandum of Amendment to Master Lease to be duly executed by its authorized officer on the day and year first above written.

TENANT:

**DOC-2101 CHARLOTTE ST MOB, LLC**,  
a Delaware limited liability company (f/k/a Hospital Hill  
Medical Office Building LLC)

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Signatory

State of Wisconsin            )  
  ) SS  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2021,  
by \_\_\_\_\_, Authorized Signatory, of DOC-2101 Charlotte St MOB, LLC, a  
Delaware limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires on \_\_\_\_\_

[Signature page 2 of 2 to Memorandum of Amendment to Master Lease]

LANDLORD:

**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: \_\_\_\_\_  
Daniel Moye, Executive Director

[seal]

State of Missouri     )  
                                  )     : SS  
County of Jackson    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2021, 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 of 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.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires on \_\_\_\_\_

EXHIBIT A

Lot 1, Hospital Hill North, Block 2, a Subdivision in Kansas City, Missouri, recorded on September 28, 2015 in the records of Jackson County, Missouri as Instrument No. 2015E0087282.