

AFFIRMATION OF FUNDING AGREEMENT

This Affirmation of Funding Agreement ("Agreement") is entered into and is effective as of December _____, 2021 ("Effective Date"), by and among DOC-2101 CHARLOTTE ST MOB, LLC, a Delaware limited liability company (f/k/a Hospital Hill Medical Office Building, LLC) ("Charlotte Street MOB"), TRUMAN MEDICAL CENTER, INCORPORATED, a Missouri non-profit corporation ("TMC"), and the 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 ("Authority").

RECITALS

A. Charlotte Street MOB, TMC, and Authority entered into that certain Funding Agreement dated July 25, 2014 concerning the obligations of Charlotte Street MOB and TMC to pay fees charged and incurred by Authority related to the construction, operation, leasing, and use of the medical office building and related improvements ("MOB") and a parking structure and related improvements ("Parking Structure") (collectively the "Project") on real property locally known as 2101 Charlotte Street and generally bounded by 21st Street on the North, Campbell Street on the East, 22nd Street on the South and Charlotte Street on the West.

B. Authority and Charlotte Street MOB entered into the Sale/Leaseback and Redevelopment Contract dated July 25, 2014 and recorded as Document No. 2014E0062716, as amended by the Amendment to Hospital Hill Documents dated October 14, 2015 and recorded as Documents No. 2015E0094023 (collectively, the "Redevelopment Contract") to facilitate construction of the Project.

C. Authority and TMC entered into a separate Sale/Leaseback and Redevelopment Contract ("Parking Structure Redevelopment Contract") dated July 25, 2014 and recorded as Document No. 2014E0062717 to facilitate construction of the Parking Structure.

D. The Project is within the Hospital Hill North Urban Renewal Area and is consistent with the Hospital Hill North Urban Renewal Plan as approved by Authority on October 27, 2010 and by the City Council on April 21, 2011, for the purpose eliminating and preventing the spread, development and recurrence of the blighted and insanitary conditions within the Urban Renewal Area.

E. TMC and Charlotte Street MOB entered into the Ground Lease dated as of March 4, 2014, as amended by the First Amendment to Ground Lease dated as of July 1, 2014, as evidenced by the Memorandum of Ground Lease recorded as Document No. 2014E0062508 (collectively, the "Ground Lease"), pursuant to which TMC ground leased to Charlotte Street MOB the real property upon which the MOB was constructed (the "Ground Leased Property"). The Ground Lease further sets forth Charlotte Street MOB's rights and obligations with respect to construction and operation of the MOB and TMC's rights and obligations with respect to construction and operation of the Parking Structure, all in furtherance of the Project.

F. To facilitate construction of the Project, TMC and Charlotte Street MOB requested, and Authority agreed to provide, tax incentives in the form of a twenty-five (25) year real property tax exemption and a sales tax exemption on construction materials by entering into a sale/leaseback transaction. By acquiring Charlotte Street MOB's interest in the Property pursuant to the Assignment of the Lessee's Interest in Ground Lease dated July 25, 2014 and recorded as Document No. 2014E0062718 (the "Assignment") and then leasing the Property back to Charlotte Street MOB pursuant to the Master Lease dated July 25, 2014, as evidenced by the Memorandum of Master Lease dated July 25, 2014, and recorded as Document No. 2014E0063360 (collectively, the "Master Lease"). Under the Master Lease, Charlotte Street MOB is obligated to perform all of Authority's obligations as "Lessee" under the Ground Lease.

G. Authority adopted Resolution No. 5-3-14 on May 28, 2014 authorizing, among other things, Authority, as borrower, to obtain a construction loan ("Construction Loan") to build the Project and execution of certain Project documents, including the following construction loan agreements: (a) Credit Agreement, dated as of July 25, 2014 among Authority, Regions Bank and Charlotte Street MOB; (b) Promissory Note, dated July 25, 2014 in the original principal amount of \$20,287,400; (c) Leasehold Deed of Trust/Deed of Trust and Security Agreement, dated July 25, 2014 and recorded as Document No. 2014E0063993; (d) Assignment of Rents and Leases, dated July 25, 2014 and recorded as Document No. 2014E0063994; (e) Ground Lessor's Estoppel, Consent, and Non-Disturbance Agreement, dated July 25, 2014 and recorded as Document No. 2014E0064041; (f) UCC Financing Statements filed with the Delaware Secretary of State and recorded as Document No. 2014E0063995; (g) and other related certificates and documents (collectively, "Construction Loan Documents").

H. The Construction Loan Documents were executed to facilitate construction of the Project in accordance with: (a) **as to the MOB**: (i) the Redevelopment Contract; (ii) the Assignment; (iii) the Master Lease; (iv) the Non Disturbance, Recognition, and Attornment Agreement ("NDA Agreement") dated July 25, 2014 among Authority, Charlotte Street MOB and TMC and recorded as Document No. 2014E0063992; and (iv) such other documents as the parties or the title company deemed necessary or desirable to complete the transactions (collectively, the "MOB Transaction Documents"); and (b) **as to the Parking Structure**: (i) the Parking Structure Redevelopment Contract; (ii) after TMC conveyed fee title to the Parking Structure Property to Authority by deed, Lease Purchase Agreement ("TMC Lease") dated July 25, 2014 between Authority and TMC, pursuant to which Authority leased back the Parking Structure Property to TMC, and as evidenced by the Memorandum of Lease Purchase Agreement dated July 25, 2014 and recorded as Document No. 2014E0063361; and (iii) such other documents as the parties or the title company deemed necessary or desirable to complete the transactions (collectively, the "Parking Structure Transaction Documents").

I. Authority adopted Resolution No. 8-5-15 on August 26, 2015 authorizing a permanent loan ("Permanent Loan") to refinance the Construction Loan, including the following loan agreements: (a) Amendment to Hospital Hill Documents dated October 14, 2015 and recorded as Document No. 2015E0094023 updating the legal description of the Construction Loan Documents to conform with the Plat of Hospital Hill North, Block 2 recorded on September 28, 2015 as Document No. 2015E0087282; (b) Promissory Note dated October 16, 2015 in the original principal amount of \$33,500,000; (c) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 16, 2015 and recorded as Document No.

2015E0094024; (d) Assignment of Rents and Leases Dated October 16, 2015 and recorded as Document No. 2015E0094025; (e) Loan Agreement dated October 16, 2015 among Authority, as Borrower, Charlotte Street MOB, as Master Lessee, and Capital One, National Association (successor to General Electric Capital Corporation) ("Lender"); (f) UCC Financing Statements filed with the Missouri Secretary of State; and (g) other related certificates and documents.

J. Authority adopted Resolution No. 8-1-20 dated August 26, 2020, approving an extension of the Permanent Loan maturity date from October 16, 2020, to December 30, 2020.

K. Authority adopted Resolution No. 12-1-20 dated December 9, 2021, approving a refinancing of the Permanent Loan, as evidenced by the: (a) Loan Agreement (Amended and Restated), dated as of December 30, 2020 among the Authority, as Borrower, MOB Redeveloper, as Master Lessee, and Lender; (b) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated December 30, 2020 and recorded as Document No. 2020E0003245; (c) Ground Lessor's Estoppel, Consent, and Non-Disturbance Agreement, dated December 30, 2020 among the Authority, the MOB Redeveloper, TMC, and Lender and recorded as Document No. 2020E0003246; (d) Promissory Note, dated December 30, 2020 in the original principal amount of \$37,500,000; (e) UCC Financing Statement filed with the Missouri Secretary of State; (f) Guaranty of Recourse Obligations, dated December 30, 2020, among Landmark (as hereinafter defined), as guarantor and Lender, as administrative agent, and (g) other related certificates and documents, which collectively, are referred to as the Permanent Loan Documents.

L. Effective as of the Effective Date, Landmark Healthcare Properties, LLC, a Delaware limited liability company ("Landmark"), has transferred its indirect majority interest in Charlotte Street MOB 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 (the "Portfolio") in other cities 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 Charlotte Street MOB.

M. The Permanent Loan is scheduled to mature on December 30, 2024. However, in connection with the PRLP Transaction, PRLP will fund its acquisition of the Portfolio, which includes the MOB, and fully pay off the Permanent Loan.

N. In order to pay Authority for services rendered by Authority in connection with the Project and to pay the costs and expenses of Authority incurred in the course of providing services related to the Project to or for the joint benefit of Charlotte Street MOB and TMC, Charlotte Street MOB and TMC agree, on a joint and several basis, to pay Authority for such services, costs, and expenses.

O. The parties hereto desire to ratify and affirm the Funding Agreement, a copy of which is attached hereto as Exhibit A.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Affirmation and Assumption of Funding Agreement. Charlotte Street MOB, TMC, and Authority each ratify and affirm the Funding Agreement and their respective rights and obligations under the Funding Agreement. Charlotte Street MOB hereby assumes and shall perform the obligations of Charlotte Street MOB under the Funding Agreement.

2. Amendment. Section 1 of the Funding Agreement is hereby amended as follows:

Services to be Performed by Authority. Authority shall provide services, including, without limitation, legal and other professional services, Authority staff services (including cost certification services provided by Authority staff or a third party provider), and activities shown in the Funding Schedule attached hereto as Exhibit A (“Services”) that it determines are necessary in Authority’s sole discretion to assist the Project by, without limitation, carrying out and completing the sale/leaseback and loan transactions (including any modifications or refinancings thereof) and implementing the real property tax and sales tax exemptions as requested by Charlotte Street MOB and TMC. In performing these Services, Authority will work in consultation with Charlotte Street MOB, TMC, Lender (or any other lender), title company, construction contractor, Jackson County officials, and such other professional consultants and interested parties as necessary. Notwithstanding anything in this Agreement to the contrary, each of Charlotte Street MOB and TMC acknowledge that Authority makes no representation or warranty that the Authority’s tax exempt status will remain in effect throughout the duration of the term of the leases between Authority and Charlotte Street MOB and between Authority and TMC (collectively, “Developer Leases”). In the event that Authority’s tax exempt status is reduced or eliminated due to a change in federal or state law, the Jackson County Assessor fails or declines to acknowledge the exempt status of property (land or improvements) based on Authority’s ownership of all or any part of the property (land or improvements) under the Ground Lease or the Developer Leases, or the Jackson County Assessor determines that “bonus value” exists, as to all or any part of Authority’s leasehold interest under the Ground Lease, one or both of the Developer Leases, or Authority’s ownership of the project improvements, then Charlotte Street MOB and TMC shall be jointly and severally liable for payment of any taxes, fees, charges, penalties, or special assessments assessed or imposed against any such interest of Authority, and for payment of any costs or expenses, including court costs and attorney’s fees, incurred by Authority related to a tax protest proceeding or other action or proceeding as deemed necessary or desirable, but only in coordination with and upon the prior consent of TMC and Charlotte Street MOB, to defend, assert, or preserve the exempt status of property (land or improvements) based on Authority’s ownership interest in such property under the Ground Lease and the Developer Leases.

3. Amendment. Section 8 of the Funding Agreement is hereby amended as follows:

Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To Authority: Land Clearance for Redevelopment Authority
of Kansas City, Missouri
Attention: Executive Director
300 Wyandotte Street, Suite 400
Kansas City, MO 64105

With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.
Attention: Brian E. Engel
4510 Belleview, Suite 300
Kansas City, MO 64111

To Charlotte Street MOB: DOC-2101 Charlotte Street, LLC
(f/k/a Hospital Hill Medical Office Building, LLC)
c/o Physicians Realty Trust
309 N. Water St., Suite
Milwaukee, WI 53202
Attention: Bradley D. Page

With a copy to: Baker & McKenzie LLP
300 East Randolph Street, Suite 5000
Chicago, Illinois 60601
Attention: Christopher Bartoli

To TMC: Truman Medical Center, Incorporated
2301 Holmes Street
Kansas City, MO 64108
Attention: General Counsel

With a copy to: Lathrop Gage GPM LLP
Attention: Jerry Riffel
2345 Grand Boulevard, Suite 2200
Kansas City, MO 64108

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

4. Full Force and Effect. Except as amended hereby, the Funding Agreement shall remain in full force and effect.

5. Recitals and Exhibits. The Recitals and exhibits attached to this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein.

6. Execution in Counterparts. This Agreement may be executed in three (3) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[Remainder of Page Intentionally Left Blank.]

[Signature Page 1 of 3 to Affirmation of Funding Agreement]

[SEAL]

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

Dated: _____, 2021

By: _____
Daniel Moye, Executive Director

“AUTHORITY”

ATTEST:

Susan Tumey, Assistant Secretary

[Signature Page 2 of 3 to Affirmation of Funding Agreement]

DOC-2101 CHARLOTTE ST MOB, LLC
(f/k/a Hospital Hill Medical Office Building, LLC)

Dated: _____, 2021

By: _____

Name: _____

Title: Authorized Signatory

"CHARLOTTE STREET MOB"

[Signature Page 3 of 3 to Affirmation of Funding Agreement]

TRUMAN MEDICAL CENTER,
INCORPORATED

Dated: _____, 2021

By: _____

Name: _____

Title: _____

“TMC”

EXHIBIT A
Funding Agreement