

**AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT**

**THIS AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT** (the "Amendment") is made as of the \_\_\_\_\_ day of December, 2021, between **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic organized under the laws of Missouri (the "Authority"), and **DOC-2101 CHARLOTTE ST MOB, LLC**, a Delaware limited liability company (f/k/a Hospital Hill Medical Office Building, LLC) (the "Redeveloper").

**RECITALS:**

A. The Authority and the Redeveloper 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 an approximately 87,500 square foot medical office building and related improvements ("MOB") on real property locally known as 2101 Charlotte Street and generally bounded by 21<sup>st</sup> Street on the North, Campbell Street on the East, 22<sup>nd</sup> Street on the South and Charlotte Street on the West.

B. The Authority and Truman Medical Center, Incorporated ("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 an approximately 287 space parking structure and related improvements ("Parking Structure"; together with the MOB, collectively, the "Project") on real property locally known as 2101 Charlotte Street and generally bounded by 21<sup>st</sup> Street on the North, Campbell Street on the East, 22<sup>nd</sup> Street on the South and Charlotte Street on the West.

C. 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 the 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.

D. TMC and the Redeveloper 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 the Redeveloper the real property upon which the MOB was constructed ("Ground Leased Property"), as legally described in the attached Exhibit A. The Ground Lease further sets forth the Redeveloper'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.

E. To facilitate construction of the Project, TMC and the Redeveloper requested, and the 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 the Redeveloper's interest in the Ground Leased 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 Ground Leased Property back to the Redeveloper 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, the Redeveloper is obligated to perform all of the Authority's obligations as "Lessee" under the Ground Lease.

F. The Authority adopted Resolution No. 5-3-14 on May 28, 2014 authorizing, among other things, the 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 the Authority, Regions Bank and the Redeveloper; (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").

G. 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 the Authority, the Redeveloper 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 the Authority by deed, Lease Purchase Agreement ("TMC Lease") dated July 25, 2014 between the Authority and TMC, pursuant to which the 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").

H. To fund the Authority's costs and expenses, including reasonable attorney's fees, incurred to complete the transactions and implement the tax incentives contemplated by this Resolution, the Authority entered into the Funding Agreement (the "Funding Agreement") effective July 25, 2014, pursuant to which the Redeveloper and TMC agree to jointly and severally fund costs and expenses incurred in connection with the MOB Transaction Documents, the Parking Structure Transaction Documents, and the Construction Loan Documents.

I. The 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 the Authority, as Borrower, the Redeveloper, 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. The 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. The 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, the Redeveloper, as Master Lessee, and the 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 Redeveloper, TMC, and the 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 the Redeveloper 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.

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.

L. To memorialize the PRLP Transaction and transfer of an ownership interest in the Redeveloper from Landmark to PRLP, the Authority and the Redeveloper desire to amend the Redevelopment Contract.

## AGREEMENT

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

1. The Redevelopment Contract is amended as follows:

Section 17.08 Notices. Any notice, approval, request or consent required by or permitted under this Amendment shall be in writing and mailed by United States registered or certified mail, postage prepaid, return receipt requested, 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, Missouri 64105

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

To Redeveloper: 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  
Milwaukee, Wisconsin 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 Bank: [as provided to the parties in the Loan Documents]

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days prior written notice thereof.

All notices given by mail shall be effective upon the earlier of the date of receipt or the second (2nd) business day after deposit in the United States mail in the manner prescribed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

2. Except as amended hereby, the Redevelopment Contract shall remain in full force and effect.

[Remainder of page intentionally left blank.]

**[Signature page 1 of 2 to AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT]**

**IN WITNESS WHEREOF**, the Authority has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Redeveloper has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officer. All of the above occurred as of the date first above written.

**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.

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

**[Signature page 2 of 2 to AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT]**

**IN WITNESS WHEREOF**, the Authority has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Redeveloper has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officer. All of the above occurred as of the date first above written.

**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  
\_\_\_\_\_ )

On this \_\_\_ day of December, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came \_\_\_\_\_, Authorized Signatory of DOC-2101 Charlotte St MOB, LLC, a Delaware limited liability company, and 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(Printed Name)

My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

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.