

[____], 2024

Wells Fargo Bank, National Association
Hospitality Finance Group
30 Hudson Yards, 62nd Floor
500 West 33rd Street
New York, NY 10001
Re: Loan No. 1017741

Real Estate Syndicated Finance
Wells Fargo Corporate & Investment Banking
333 Market St., 18th Floor
San Francisco, CA 94105
Re: Loan No. 1017741

Re: Loews Hotel Kansas City (2024 Modification)

Ladies and Gentlemen:

This letter (this "Fee Letter") makes reference to that certain Second 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. Commitment Fee. In order to induce the Administrative Agent to execute and deliver the Agreement, the Loan Parties hereby covenant and agree to pay to Wells Fargo Securities, for the benefit of the Lenders, on the Effective Date (and as a condition to the effectiveness of the Agreement), a commitment fee in the amount of \$1,100,000 (the "Commitment Fee"). The Commitment Fee shall be deemed to be fully earned by Wells Fargo Securities on the date paid.
2. Administrative Fee. As consideration for the agreement of Administrative Agent to act as Administrative Agent under the Loan, for any period of time during which there are one or more Lenders that are not Administrative Agent or an Affiliate of Administrative Agent (each such period being a "Syndication Period"), the Loan Parties hereby covenant and agree to pay to Administrative Agent an aggregate administrative fee equal to Twenty-Five Thousand Dollars (\$25,000) per year (the "Administrative Fee") (which Administrative Fee shall be deemed earned when paid and shall be prorated for partial years), which shall be payable quarterly (in the amount of \$6,250) in advance (a) within ten (10) Business Days after receipt of Administrative Agent's written request therefor after the commencement of any Syndication Period; and (b) thereafter, on the first day of each calendar quarter [; provided that the first quarterly payment shall be made on the Effective Date and prorated for the partial quarter]¹. If, a Syndication Period ends on any day other than the last day of a calendar quarter, then the Loan Parties shall be entitled to a refund for a prorated amount of the Administrative Fee so prepaid with respect to such calendar quarter based on the number of days during such calendar quarter that occurred outside of a Syndication Period. Administrative

¹ NTD: Only applicable if other lenders are in place at amendment closing.

Agent agrees to provide written notice promptly following the end of a Syndication Period, which notice shall include the date that the applicable Syndication Period ended and the date that Loan Parties shall receive any applicable refund of the Administrative Fee, which such date shall be ten (10) Business Days or less from the date of the notice.

3. 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 except as set forth herein and will not otherwise 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.
4. Original Fee Letter. This Fee Letter is supplemental to, and not in replacement of, those certain fee letters dated as of January 18, 2018, and December 29, 2021, the terms and conditions of which shall remain in full force and effect.
5. Expenses.
 - a. Hotel Owner shall reimburse each of the Wells Fargo Parties, from time to time, within ten (10) Business Days after written demand for (i) all reasonable external costs and expenses (including, without limitation, legal, appraisal, environmental and third party consultants and other experts) of the Wells Fargo Parties, (ii) all reasonable printing, reproduction, document delivery, travel, CUSIP, Syndtrak and communication costs and (iii) any reasonable and customary services provided internally by Administrative Agent at market rates for the internal review of the third party reports (the costs in this clause (iii) being hereby known as the "Wells Fargo Internal Costs"; and the Wells Fargo Internal Costs, together with the costs described in clauses (i) and (ii) being hereby known as, collectively, the "Wells Fargo Syndication Costs"), in each case, to the extent necessary to achieve a Successful Syndication; provided that, in each case, such written demand shall be accompanied by reasonable detail as to services and time and for the Wells Fargo Internal Costs, be without duplication of third-party costs. A "Successful Syndication" shall mean Wells Fargo Bank, National Association, in its capacity as a Lender, has sold its share of the Loan down to another Lender such that it holds \$85,000,000 or less of the Loan thereafter. Payment by Hotel Owner of the Wells Fargo Syndication Costs shall be made regardless of whether a Successful Syndication occurs, subject to the provisions of clause (b) below.
 - b. Notwithstanding anything to the contrary contained in Section 5(a), in no event shall Hotel Owner be responsible for the payment of: (i) Wells Fargo Syndication Costs incurred after the Effective Date in excess of \$25,000, expressly excluding the reasonable and customary fees of outside legal counsel or the Wells Fargo Parties; and (ii) any Wells Fargo Syndication Costs incurred after the date that is one hundred eighty (180) days after the Effective Date. For the avoidance of doubt, the foregoing limitation shall apply to the expenses described in this Section 5 only, and not to the expense reimbursement obligations described in the Loan Agreement. Hotel Owner shall be responsible for its and Borrower's own costs and expenses incurred in connection with any assignment or transfer by Lender completed in accordance with the terms of the Loan Agreement. Notwithstanding anything to the contrary herein, under no circumstances shall the Loan Parties be responsible for the costs and expenses incurred by any transferee of the Loan in connection with a bifurcation or assignment whether such costs are incurred before or after the Effective Date.
 - c. Hotel Owner's obligation to pay Wells Fargo Syndication Costs shall cease from and after a Successful Syndication.

6. 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.
7. 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.
8. Survival. This Fee Letter shall survive any termination or expiration of the closing of the Loan.
9. Syndication Cooperation. Wells Fargo Securities will have the unfettered right to sell, assign, transfer, encumber, pledge or otherwise dispose of, participate and/or syndicate the Loan, in whole or in part either contemporaneously with the Effective Date or thereafter, provided that, any transferee, assignee or participant involved in any of the foregoing transactions shall be reasonably acceptable to Hotel Owner to the extent described in the Agreement. In addition, Wells Fargo Securities may sell or syndicate all or a portion of the Loan by certificates, participations, securities or pari passu notes evidencing whole or component interests therein, through one or more public or private offerings, including without limitation a loan syndication. In connection with any such transactions, (i) (A) the outstanding principal amount of such participations, syndications, certificates, securities loans, components and/or notes shall equal the outstanding principal amount of the Loan immediately prior to the creation thereof; (B) at all times the weighted average interest rate of all such participations, syndications, certificates, securities loans, components and/or notes shall equal the weighted average interest rate as of the Effective Date; (C) the stated maturity of the Loan shall not be affected and the time periods during which Hotel Owner is permitted to perform its obligations under the Loan Documents shall not be decreased; (D) no such bifurcation or reallocation shall require any amortization of the Loan that was not already required, (E) there shall be no modification of the Loan Documents except for de minimis modifications and modifications to reflect the creation of such participations, syndications, certificates, securities loans, components and/or notes and the loan documents relating to such participations, syndications, certificates, securities loans, components and/or notes shall be in substantially the form of the Loan Documents and (F) no such bifurcation or reallocation shall decrease the rights, or materially increase the obligations, of Hotel Owner, Borrower or Guarantor under the Loan Documents, in each case by more than de minimis extent and (ii) Wells Fargo Securities may disclose information related to the Loan, Hotel Owner, Guarantor and their Affiliates to actual or prospective buyers, investors, rating agencies, participants and other relevant parties and their agents and representatives, provided that such recipients have entered into non-disclosure agreements with respect to such information acceptable to Hotel Owner. Hotel Owner shall cooperate with Wells Fargo Securities and its Affiliates in connection with any such transaction. Notwithstanding anything to the contrary, any such transactions described in this Section 9 shall be subject to the terms and provisions of Section 13.13 of the Agreement. Furthermore, the closing of the Loan shall not be conditioned upon any securitization, sale or syndication or delayed solely by an inability to securitize, sell or syndicate the Loan.

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BORROWER:

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY MISSOURI

By: _____
Name: Daniel Moyer
Title: Executive Director

[Fee Letter]

HOTEL OWNER:

KC HOTEL PROPERTY OWNER, LLC
a Delaware limited liability company

By: _____
Name: Matthew L. Brenner
Title: Chief Financial Officer and Treasurer

[Fee Letter]

ACKNOWLEDGED AND AGREED TO:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: _____
Name:
Title:

[Fee Letter]

ACKNOWLEDGED AND AGREED TO:

WELLS FARGO SECURITIES, LLC

By: _____
Name:
Title:

[Fee Letter]