
Title of Document: Deed of Trust Modification Agreement (Leasehold)

Date of Document: ___, 2026

****Grantor and Grantor Mailing Address:***

FLINT MUEHLEBACH LLC, a Delaware limited liability company,
c/o Flint Development 3515 W. 75th Street, Suite 103, Prairie Village, Kansas
66208

****Grantee and Grantee Mailing Address:***

ENTERPRISE BANK & TRUST, a Missouri chartered trust company,
6329 Glenwood Street, Suite 300, Overland Park, Kansas 66202

Legal Description: See attached Exhibit A.

Reference Book and Page(s): Instrument No. 2026E0050949

***FOR INDEXING PURPOSES ONLY**

This instrument prepared by and
when recorded, return to:
Kris M. Dekker, Esq.
Spencer Fane LLP
1000 Walnut, Suite 1400
Kansas City, Missouri 64106
(816) 474-8100

DEED OF TRUST MODIFICATION AGREEMENT (Leasehold)

THIS DEED OF TRUST MODIFICATION AGREEMENT (LEASEHOLD) (“Agreement”) is made as of July __, 2026 (the “Effective Date”), by FLINT MUEHLEBACH LLC, a Delaware limited liability company (together with its successors and assigns, “Borrower”); and ENTERPRISE BANK & TRUST, a Missouri chartered trust company (together with any subsequent holder or holders of the Notes (as defined below), “Lender”).

RECITALS:

A. Lender holds a loan (the “Loan”) in the principal amount of \$42,645,083.00 made to Borrower pursuant to that certain Construction Loan Agreement between Borrower and Lender dated June 29, 2026 (together with any amendments thereto, the “Loan Agreement”), which is evidenced by three Promissory Notes made by Borrower and payable to the order of Lender in the principal amounts of \$28,000,000.00, \$5,888,972.00 and \$8,756,111.00 each of even date with the Loan Agreement (together with any amendments thereto, the “Notes”), which is secured by that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing from Borrower to Lender, recorded July 9, 2026 as Instrument No. 2026E0050949 with the Recorder of Deeds for Jackson County, Missouri (as amended, modified, replaced and/or restated from time to time, the “Deed of Trust”).

B. The Deed of Trust encumbers the leasehold estate described therein affecting the real property described in Exhibit A attached hereto and incorporated herein by reference (the “Mortgaged Property”).

C. Borrower has requested that Lender enter into a Specified Swap Agreement (as defined in the Loan Agreement).

D. As a condition to entering into a Specified Swap Agreement with Borrower, Lender requires Borrower to modify certain terms of Loan Documents pursuant to a Loan Modification Agreement made among Lender, Borrower and Guarantors (as defined in the Loan Agreement) (the “Loan Modification Agreement”) and modify certain terms of the Deed of Trust as set forth herein, and Borrower desires to do so.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt and sufficiency of which is acknowledged, Borrower and Lender agree as follows:

1. Modification of Deed of Trust. The following provisions shall control and be deemed to amend all inconsistent provisions of the Deed of Trust as necessary to give full force and effect to the following as of the Effective Date:

(a) Swap Obligations. The term “Obligations” as defined and used in the Deed of Trust is hereby amended to include all Specified Swap Obligations (as defined in the Loan Agreement), excluding Excluded Swap Obligations (as defined in the Loan Agreement), which shall be in addition to all other indebtedness and obligations included in such definition prior to this Agreement.

(b) Loan Documents. All references in the Deed of Trust to the “Loan Documents” shall henceforth include the Loan Modification Agreement and all other Additional Loan Documents (as defined in the Loan Modification Agreement). The parties hereto agree that the Deed of Trust shall continue to secure the Loan and the Loan Documents as modified by the Loan Modification Agreement.

2. No Adverse Effect on Liens. Borrower and Lender intend that nothing contained herein is intended to change or adversely affect the perfection or priority of the lien or security interests granted under the Deed of Trust as security for the Loan.

3. No Novation. Nothing in this instrument is intended to and shall not constitute a novation of the debt secured by the Deed of Trust, and such debt remains in full force and effect as henceforth evidenced by the Notes.

4. LCRA Liability. Notwithstanding any provision herein or in the other Loan Documents to the contrary, nothing in this Agreement changes or modifies Section 24 of the Deed of Trust or Section 10.26 of the Loan Agreement pertaining to the nonrecourse nature of the Loan as to Land Clearance for Redevelopment Authority of Kansas City, Missouri, which provisions shall remain in full force and effect.

5. Applicable Law, etc. This Agreement shall be governed by the laws of the State of Missouri, without giving effect to principles of conflict of laws, and may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns to the parties to this Agreement.

7. No Implied Modification. Except as expressly modified in this Agreement, the Deed of Trust is hereby ratified and confirmed, and remains in full force and effect in accordance with its terms.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

“BORROWER”:

FLINT MUEHLEBACH LLC,
a Delaware limited liability company

By: Flint Muehlebach Manager LLC,
a Kansas limited liability company
Its: Manager

By: _____
Name: Hunter Harris
Title: Authorized Representative

ACKNOWLEDGMENT
(limited liability company)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Hunter Harris, in his capacity as an Authorized Representative of Flint Muehlebach Manager LLC, a Kansas limited liability company, which is the Manager of Flint Muehlebach LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

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

My Commission Expires: _____
Print Name: _____
Notary Public in and for said
County and State

“LENDER”:

ENTERPRISE BANK & TRUST,
a Missouri chartered trust company

By: _____
Austin Miller, Vice President

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this ____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Austin Miller, to me personally known, who, being by me duly sworn (or affirmed), did say that said individual is the Vice President of Enterprise Bank & Trust, a Missouri chartered trust company, and that said instrument was signed on behalf of said trust company by authority of its Directors, and said person acknowledged said instrument to be the free act and deed of said trust company.

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

My Commission Expires:

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1:

UNIT 2 OF FINAL CONDOMINIUM PLAT MUEHLEBACH CONDOMINIUM, A CONDOMINIUM SUBDIVISION IN SECTION 5-T49N-R33W, KANSAS CITY, JACKSON COUNTY, MISSOURI, RECORDED IN SAID COUNTY RECORDS ON OCTOBER 28, 2021 AS INSTRUMENT NUMBER 2021E0118726 AND ESTABLISHED BY THE DECLARATION OF CONDOMINIUM FOR MUEHLEBACH CONDOMINIUM RECORDED IN SAID COUNTY RECORDS ON OCTOBER 28, 2021 AS INSTRUMENT NUMBER 2021E0118727, INCLUDING AN UNDIVIDED INTEREST IN COMMON ELEMENTS APPERTAINING TO EACH UNIT AS SET OUT IN SAID DECLARATION.

TRACT 1A:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF TRACT 1 AS CONTAINED IN DECLARATION OF CONDOMINIUM FOR MUEHLEBACH CONDOMINIUM RECORDED IN SAID COUNTY RECORDS ON OCTOBER 28, 2021 AS INSTRUMENT NUMBER 2021E0118727.