

THIRD MODIFICATION AGREEMENT

This THIRD MODIFICATION AGREEMENT (this "Agreement") is dated effective as of October 17, 2024 (the "Effective Date"), by and among (i) CRP/CHI MERRILLVILLE OWNER, L.L.C., a Delaware limited liability company ("Borrower"), (ii) CH INDUSTRIAL, L.P., a Delaware limited partnership ("Industrial") and VF INDUSTRIAL, LTD., a Texas limited partnership ("VF Industrial", and together with Industrial, individually or collectively, as the context may require, "Guarantor"), and (iii) COMMERCE BANK, a Missouri bank and trust company, in its individual capacity, "Commerce"). Borrower and Guarantor are hereinafter referred to as "Loan Parties" or "Loan Party". Each of the Lenders under the Loan Agreement described below, including Commerce, are hereinafter referred to as "Lenders" or "Lender". Commerce, in its capacity as Administrative Agent for the Lenders, is hereinafter referred to as "Administrative Agent".

WITNESSETH:

WHEREAS, the following documents have previously been executed and delivered by Borrower to Administrative Agent, relating to a loan (the "Original Loan") from Administrative Agent and Lenders to Borrower in the original principal amount of \$13,145,600.00, each dated October 30, 2020:

- A. Construction Loan Agreement (as amended by the Modification Agreement (defined below), the "Loan Agreement");
- B. Promissory Note (the "Original Note") in the stated principal amount of the Original Loan;
- C. Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended by the Modification Agreement, the "Security Instrument") covering certain personal property described therein and on and the real property described on Exhibit A attached hereto (collectively, the "Property"), recorded as Document No. 2020-082498 in the Real Property Records of Lake County, Indiana;
- D. Environmental Indemnity Agreement (as amended by the Modification Agreement);

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the instruments described above and all other documents evidencing or securing the Original Loan, including the Guaranty described below, are herein collectively called the "**Original Loan Documents**";

WHEREAS, Guarantor has guaranteed certain obligations of Borrower pursuant to the Guaranty (the "**Guaranty**"), of even date with the Original Note, in favor of Administrative Agent and Lenders;

WHEREAS, Borrower requested that Administrative Agent increase the committed amount of the Original Loan by \$1,797,815.00 for a total loan amount of \$14,943,415.00 (the "**Loan**"), and Administrative Agent was willing to do so on the terms and conditions set forth in that certain Modification Agreement (Loan Increase) (the "**First Modification Agreement**") dated as of July 1, 2021, executed by Borrower, Guarantor, Administrative Agent and Lender, and recorded as Document No. 2021-054663, in the Real Property Records of Lake County, Indiana;

WHEREAS, in connection with the Modification Agreement, Borrower executed and delivered to Administrative Agent that certain Amended and Restated Promissory Note (the "**Note**") in the stated principal amount of \$14,943,415.00, in substitution of the Original Note;

WHEREAS, the Loan and Loan Documents were further modified by that certain Second Modification Agreement (the "**Second Modification Agreement**" and together with the First Modification Agreement, collectively, the "**Modification Agreement**"), dated as of March 29, 2023, executed by Borrower, Guarantor, Administrative Agent, and Lender;

WHEREAS, the Borrower has elected to exercise the Extension Period and extend the Maturity Date of the Loan to October 30, 2025; and

WHEREAS, Lender is the owner and holder of the Note, and Borrower is the owner of the Property;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Defined Terms.** Loan Parties and Administrative Agent agree that the Recitals above are true and correct and such Recitals are incorporated herein. Capitalized terms not otherwise defined herein shall have the same definition as set forth in the Loan Agreement. This Agreement, the Original Loan Documents, the Note, and the Modification Agreement constitute "**Loan Documents**" as such term is defined in the Loan Agreement.

2. **Reinstatement and Extension.** To the extent maturity of the Note has occurred (by acceleration or otherwise), Administrative Agent reinstates the debt evidenced by the Loan Documents the same as if maturity had not occurred. The reinstatement of the debt will be without prejudice to the rights of Administrative Agent to exercise at any time in the future any and all rights conferred upon such owner and holder by the Loan Documents with reference to any Event of Default. The maturity date of the Note is extended to October 30, 2025. The "Maturity Date" as defined in the Loan Documents shall hereinafter mean and refer to October 30, 2025, subject to the right of acceleration as set forth in the Loan Documents. The liens, security interests,

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assignments and other rights evidenced by the Loan Documents are renewed and extended to secure payment of the Note as extended hereby. The extension evidenced hereby is the Extension Period set forth in the Loan Agreement.

3. **Loan Balance.** Borrower and Administrative Agent hereby acknowledge that the unpaid balance of the Note as of the date hereof is \$14,619,393.34 with interest paid up to and including October 1, 2024. The remaining amount of \$324,021.66 which has not been Advanced from the Loan is hereby canceled and no longer available for Advance, and the total committed amount of the Loan is hereby \$14,619,393.34.

4. **Extension Fee.** Contemporaneously with the execution hereof, Borrower shall pay to Administrative Agent an extension fee in the amount of \$29,239.00.

5. **Principal Obligation.** Interest on the outstanding principal of the Note will continue to be due and payable as it accrues on each Payment Date. Commencing on November 1, 2024, and on each Payment Date thereafter until the earlier of the date the Note is repaid in full or the Maturity Date, Borrower shall pay the Monthly Principal Installment Amount, which Monthly Principal Installment Amount is in addition to accrued interest due on each such date.

6. **Modifications of Loan Documents.** Each of the Loan Documents is hereby modified such that references to the Note, Loan Agreement, and Loan Documents shall mean the Note, Loan Agreement, and Loan Documents, as modified by this Agreement.

7. **Release of Administrative Agent and Lenders.** Loan Parties hereby release, remise, acquit and forever discharge Administrative Agent and Lenders, together with their respective agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, employees, subsidiary entities, parent entities, and related business divisions, past and present (all of the foregoing hereinafter called the "Indemnitees"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Indemnitees prior to and including the Effective Date, and in any way directly or indirectly arising out of or in any way connected to this Agreement or any Loan Document, or any of the transactions associated therewith, or the Property, including specifically but not limited to claims of usury, lack of consideration, fraudulent conveyance and lender liability. **THE FOREGOING RELEASE INCLUDES ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES ARISING AS A RESULT OF THE NEGLIGENCE OF ONE OR MORE OF THE INDEMNITEES.**

8. **Representations of Borrower** . Borrower hereby represents and warrants that (a) Borrower is the lawful owner of good and indefeasible title to the Property; (b) the Loan Documents to which Borrower is a party and this Agreement constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws applicable to creditors' rights or the collection of debtors' obligations generally; (c) the execution and delivery

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of this Agreement by Borrower do not contravene, result in a breach of or constitute a default under any deed of trust, deed to secure debt, mortgage, loan agreement, indenture or other contract, agreement or undertaking to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule or regulation to which Borrower is subject; (d) to the best of Borrower's knowledge, as of the date of this Agreement, there exists no uncured default of Borrower or Guarantor under the Loan Documents; (e) as of the Effective Date, there are no offsets, claims or defenses to the Loan Documents; (f) there has been no change in the organizational structure of Borrower since the date of the closing of the Modification Agreement in violation of the Loan Documents and Borrower is currently duly organized and legally existing under the laws of its state of organization and is qualified to do business in the state where the Property is located; and (g) Borrower has satisfied all conditions precedent to the exercise of the Extension Period and is entitled to exercise the Extension Period.

9. **Representations of Guarantor.** Guarantor hereby represents and warrants that (a) the Loan Documents to which Guarantor is a party and this Agreement constitute the legal, valid and binding obligations of Guarantor enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws applicable to creditors' rights or the collection of debtors' obligations generally; (b) the execution and delivery of this Agreement by Guarantor do not contravene, result in a breach of or constitute a default under any deed of trust, deed to secure debt, mortgage, loan agreement, indenture or other contract, agreement or undertaking to which Guarantor is a party or by which Guarantor or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule or regulation to which Guarantor is subject; (c) to the best of Guarantor's knowledge there exists no uncured default of Guarantor or Borrower under the Loan Documents; (d) as of the Effective Date, there are no offsets, claims or defenses to the Loan Documents; and (e) there has been no change in the organizational structure of Guarantor since the date of the closing of the Modification Agreement and Guarantor is currently duly organized and legally existing under the laws of its state of organization.

10. **Additional Documentation.** Loan Parties, upon request from Administrative Agent, agree to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Loan.

11. **Default.** If any Loan Party shall fail to keep or perform any of the covenants or agreements contained herein or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect, an Event of Default shall be deemed to have occurred under the Loan Documents (subject to such notice and cure periods set forth in the Loan Agreement for such default) and Administrative Agent shall be entitled at its option to exercise any and all of the rights and remedies granted pursuant to the Loan Documents or to which Administrative Agent or Lenders may otherwise be entitled, whether at law or in equity.

12. **Intentionally Deleted.**

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13. **Ratification of Loan Documents.** Except as provided herein, the terms and provisions of the Loan Documents shall remain unchanged and shall remain in full force and effect. The Loan Documents, as modified and amended hereby, are hereby ratified and confirmed in all respects. All liens, security interests, mortgages and assignments granted or created by or existing under the Loan Documents continue, unabated, in full force and effect, to secure Borrower's obligation to repay the Note. All references in any of the Loan Documents to a Loan Document shall hereafter refer to such Loan Document as amended hereby.

14. **Integration.** This Agreement supersedes and merges all prior and contemporaneous promises, representations and agreements with respect to the matters set forth herein. No modification of this Agreement or any waiver of rights hereunder shall be effective unless made by supplemental agreement, in writing, executed by Administrative Agent and Loan Parties. Administrative Agent and Loan Parties further agree that this Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing, or future performance between the parties pursuant to this Agreement or otherwise.

15. **Costs and Expenses.** Contemporaneously with the execution and delivery of this Agreement and as a condition to its effectiveness, Borrower shall pay, or cause to be paid, all reasonable out-of-pocket costs and expenses incurred by Administrative Agent and incident to the preparation hereof and the consummation of the transactions specified herein, including without limitation title insurance policy endorsement charges, recording fees and reasonable actual fees and expenses of third-party legal counsel to Administrative Agent.

16. **Severability.** If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision herein contained.

17. **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any party hereto may execute and deliver a counterpart of this Agreement by delivering by facsimile or other electronic transmission a signature page of this Agreement signed by such party, and any such facsimile or other electronic signature shall be treated in all respects as having the same effect as an original signature. Any party delivering by facsimile or other electronic transmission a counterpart executed by it shall promptly thereafter also deliver a manually signed counterpart of this Agreement.

19. **Miscellaneous.** The parties confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The rule of construction to the effect that any ambiguities are or may be resolved against the drafting party shall not be employed in the interpretation of this

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Agreement to favor either party against the other. If this Agreement conflicts with the Loan Documents, this Agreement shall control.

20. **Electronic Transmission of Data.** Agent, Lenders, Borrower, and Guarantor agree certain Loan related data (including confidential information, documents, applications and reports) may be transmitted electronically, including over the Internet. This data may be transmitted to, received from or circulated among agents and representatives of Borrower, Guarantor, Agent, Lenders, their affiliates, and other persons involved with the subject matter of this Agreement. Borrower and Guarantor acknowledge and agree that (a) there are risks associated with the use of electronic transmission and that Agent and Lenders do not control the method of transmittal or service providers, (b) Agent and Lenders have no obligation or responsibility whatsoever and assume no duty or obligation for the security, receipt, or third party interception of such transmissions, and (c) **Borrower and Guarantor will release, hold harmless and indemnify Agent and Lenders, from any claim, damage or loss, INCLUDING THOSE ARISING IN WHOLE OR PART FROM AGENT'S AND ANY LENDER'S STRICT LIABILITY, OR SOLE, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE, which are related to the electronic transmittal of data, but expressly excluding Agent's and Lenders' gross negligence or willful misconduct.**

21. **Electronic Records.** The undersigned agree that this Agreement and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Agent and Lenders, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. The undersigned further agree that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. The undersigned waive any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. The undersigned further agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, the undersigned authorize and agree to destruction of the paper documents by Agent and Lenders upon conversion of the paper documents to a digital or electronic record.

22. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

23. **Effectiveness of Electronic Signatures.** Section 10.35 of the Loan Agreement is hereby incorporated into this Agreement in its entirety.

24. **APPLICABLE LAW.** THE LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW) AND THE LAW OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS, EXCEPT FOR THOSE PROVISIONS IN THE LOAN DOCUMENTS PERTAINING TO THE CREATION,

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PERFECTION OR VALIDITY OF OR EXECUTION ON LIENS OR SECURITY INTERESTS ON PROPERTY LOCATED IN THE STATE WHERE THE LAND IS LOCATED, WHICH PROVISIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE LAND IS LOCATED AND APPLICABLE UNITED STATES FEDERAL LAW.

25. Notice of Final Agreement. Loan Parties, Administrative Agent, and Lenders hereby take notice of and agree to the following:

A. PURSUANT TO SUBSECTION 26.02(b) OF THE TEXAS BUSINESS AND COMMERCE CODE, A LOAN AGREEMENT IN WHICH THE AMOUNT INVOLVED THEREIN EXCEEDS \$50,000 IN VALUE IS NOT ENFORCEABLE UNLESS THE AGREEMENT IS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND OR BY THAT PARTY'S AUTHORIZED REPRESENTATIVE.

B. PURSUANT TO SUBSECTION 26.02(c) OF THE TEXAS BUSINESS AND COMMERCE CODE, THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE LOAN DOCUMENTS SHALL BE DETERMINED SOLELY FROM THE LOAN DOCUMENTS, AND ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THE LOAN DOCUMENTS.

C. THE LOAN DOCUMENTS AND THIS AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, Loan Parties, Administrative Agent, and Lenders have executed this Agreement on the respective dates of acknowledgement to be effective as of the date first above written.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW

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SIGNATURE PAGE OF ADMINISTRATIVE AGENT AND LENDER TO THIRD MODIFICATION AGREEMENT

ADMINISTRATIVE AGENT AND LENDER:

COMMERCE BANK,
a Missouri bank and trust company

By: 

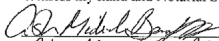
Name: Atila Ali

Title: Executive Vice President and
Managing Director

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this, the 10 day of Oct, 2024, before me, a Notary Public in and for said County and State, the undersigned officer personally appeared, Atila Ali, Executive Vice President and Managing Director of **COMMERCE BANK**, a Missouri bank and trust company, on behalf of such entity, and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said entity.

Witness my hand and Notarial Seal this 10 day of October, 2024.


Ashia Michel Banks

[Notary Public's Signature]

[Notary Public's' Printed Name]

[NOTARIAL SEAL]



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SIGNATURE PAGE OF GUARANTOR TO THIRD MODIFICATION AGREEMENT

EXECUTED AND DELIVERED
in my presence:

Nadia Beagles
Witness Signature

NADIA BEAGLES
Witness Name Printed

GUARANTOR:

CH INDUSTRIAL, L.P.,
a Delaware limited partnership

By: CH Industrial GP, L.L.C., a Delaware
limited liability company, its general partner

By: SR
Name: Sean D. Rae
Title: Vice President

Property of Lake County Recorder

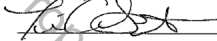
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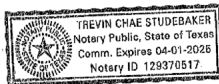
STATE OF Texas)
) SS:
COUNTY OF Dallas)

On this, the 7th day of October, 2024, before me, a Notary Public in and for said County and State, the undersigned officer personally appeared, Sean D. Rae, in his capacity as Vice President of CH Industrial GP, L.L.C., a Delaware limited liability company, on behalf of said limited liability company in its capacity as the general partner of **CH INDUSTRIAL, L.P.**, a Delaware limited partnership, on behalf of said limited partnership, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

Witness my hand and Notarial Seal this 7th day of October, 2024.

 [Notary Public's Signature]

Trevin Chae Studebaker [Notary Public's Printed Name]
[NOTARIAL SEAL]



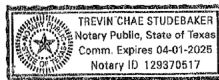
STATE OF Texas)
) SS:
COUNTY OF Dallas)

Before me, a Notary Public in and for said County and State, personally appeared Nadia Beegles [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Sean D. Rae, in his capacity as Vice President of CH Industrial GP, L.L.C., a Delaware limited liability company, on behalf of said limited liability company in its capacity as the general partner of **CH INDUSTRIAL, L.P.**, a Delaware limited partnership, on behalf of said limited partnership, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 7th day of October, 2024.

 [Notary Public's Signature]

Trevin Chae Studebaker [Notary Public's Printed Name]
[NOTARIAL SEAL]



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Signature Page

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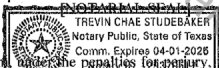
STATE OF Texas)
) SS:
COUNTY OF Dallas)

Before me, a Notary Public in and for said County and State, personally appeared Nadia Boagles [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Kenneth J. Valach, in his capacity as President of VFTRC GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as the general partner of VF INDUSTRIAL, LTD., a Texas limited partnership, on behalf of such limited partnership, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 7th day of October, 2024.

Trevin Chae Studebaker [Notary Public's Signature]

Trevin Chae Studebaker [Notary Public's Printed Name]



I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law. Michelle Vincent Parker

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

**Jackson Walker LLP
2323 Routh Street, Suite 600
Dallas, Texas 75201
Attention: Michelle Vincent Parker**

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Exhibit A

PARCEL 1:

LOT 17 IN AMERIPLEX AT THE CROSSROADS, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA, RECORDED AUGUST 3, 2020 AS DOCUMENT NO. 2020-049763 IN PLAT BOOK 113 PAGE 45, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2:

DRAINAGE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2005 046751 IN THE RECORDER OF LAKE COUNTY, INDIANA.

Property address: vacant land, Crown Point, IN 46307
Tax Number: 45-12-34-126-003.000-030

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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law. Michelle Vincent Parker

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

**Jackson Walker LLP
2323 Routh Street, Suite 600
Dallas, Texas 75201
Attention: Michelle Vincent Parker**