

Drawn By And After Recording Return To:
Moore & Van Allen PLLC
100 North Tryon Street, Floor 47
Charlotte, North Carolina 28202-4003
Attn: Timothy W. Corrigan

STATE OF INDIANA

1080 Broadway, Gary, Indiana

COUNTY OF LAKE

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ✓ ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is made and entered into as of October 17, 2024, by and between ZUBHA REALTY LP, a Delaware limited partnership, with an address of 4415 Highway 6, Sugar Land, Texas 77478, Attention: Amin Dhanani or Ash Meghani ("Mortgagor"), and CADENCE BANK (formerly Cadence Bank, National Association), in its capacity as Administrative Agent for the Lenders and any other holder of the Obligations, with an address of 2100 3rd Ave. North, Birmingham, Alabama 35203, Attn: Benjamin Wang (in such capacity, together with any successors and permitted assigns, "Agent").

RECITALS:

A. Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing in favor of Agent, dated as of February 4, 2022 and recorded on February 17, 2022 with the Lake County, Indiana Recorder as Document Number 2022-507441 (the "Mortgage") encumbering the real property described on Exhibit A attached hereto.

B. Mortgagor and Agent wish to amend the Mortgage.

NOW, THEREFORE, Mortgagor and Agent hereby agree as follows:

1. The first recital of the Mortgage is hereby amended in its entirety to read as follows:

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"WHEREAS, HZ Props RE, Ltd., a Texas limited partnership ("HZ Props"), and Zubha Realty LP, a Delaware limited partnership ("Zubha" and together with HZ Props, the "Borrower"), as the borrowers, entered into that certain Amended and Restated Credit Agreement dated as of October 17, 2024, among the Borrower, the Agent, and the Lenders from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement)."

2. Section 1.1 of the Mortgage is hereby amended in its entirety to read as follows:

"1.1 Indebtedness. The Agent and the Lenders have established Two Hundred Twenty-Five Million and No/100 Dollars (\$225,000,000.00) in senior secured credit facilities in favor of the Borrower pursuant to the terms of the Credit Agreement. This Mortgage is given to secure the payment and performance by the Borrower of (a) all obligations under each Note, the Credit Agreement, this Mortgage and the other Loan Documents from the Borrower to the Agent or any Lender, (b) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing and (c) all other Obligations (all of which whether now existing or hereafter arising, collectively, the "Indebtedness")."

3. Section 6.11(f) of the Mortgage is hereby amended in its entirety to read as follows:

"(f) Notwithstanding anything contained in this Mortgage or the other Loan Documents to the contrary, this Mortgage shall secure: (i) the face amount of the Notes, including any future obligations and advances made from time to time after the date hereof pursuant to the Notes and other Loan Documents up to the maximum amount of \$225,000,000.00 (whether made as part of the obligations secured hereby, made at the option of Agent, made after a reduction to a zero (0) or other balance, or made otherwise); (ii) all other amounts payable by Mortgagor, or advanced by Agent for the account, or on behalf, of Mortgagor or the Premises, pursuant to the Loan Documents, including amounts advanced with respect to the Premises for the payment of taxes, assessments, insurance premiums and other costs and impositions incurred for the protection of the Premises to the same extent as if the future obligations and advances were made on the date of execution of this Mortgage; and (iii) future modifications, extensions and renewals of any Indebtedness secured by this Mortgage. Pursuant to Ind. Code §32-29-1-10, the lien of this Mortgage with respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that any such future advance, modification, extension, or renewal may occur after this Mortgage is executed."

4. Section 6.11(l) of the Mortgage is hereby amended in its entirety to read as follows:

"(l) The maturity date of the Notes is October 17, 2029."

5. The maturity date of July 20, 2023 referenced in the Mortgage was previously extended pursuant to the terms of the applicable amendments to the Credit Agreement (as defined in the Mortgage).

6. Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Mortgage.

7. All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Mortgage shall remain in full force and effect, except as expressly provided herein.

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8. From and after the execution of this Amendment by the parties hereto, each reference in the Mortgage to "this Mortgage", "hereof", "herein", "hereby" or words of like import shall be deemed to be a reference to the Mortgage as amended by this Amendment.

9. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

10. This Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of Indiana.

[remainder of page intentionally left blank]

Property of Lake County Recorder


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IN WITNESS WHEREOF Mortgagor and Agent have executed this Amendment as of the day and year first above written.

MORTGAGOR:

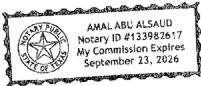
ZUBHA REALTY LP,
a Delaware limited partnership


By: Zubha Realty GP Inc.,
a Delaware corporation,
its General Partner


Name: Amin Dhanani
Title: President

STATE OF TEXAS
COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me on October 11th, 2024, by Amin Dhanani, who acknowledged himself to be the President of Zubha Realty GP Inc., a Delaware corporation, as General Partner of ZUBHA REALTY LP, a Delaware limited partnership, on behalf of said limited partnership. He is personally known to me or has produced a valid driver's license as identification.




NOTARY PUBLIC
Printed Name: Amal Abu Al Saud
My Commission Expires: 9/23/26
My County of Residence: F. Bend

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AGENT:

CADENCE BANK,
in its capacity as Administrative Agent

By: *Tera C. Cox*
Name: Tera C. Cox
Title: Senior Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on October 11, 2024, by Tera C. Cox, who acknowledged himself/herself to be the Senior Vice President of CADENCE BANK, on behalf of said bank. He/She is personally known to me or has produced a valid driver's license as identification.

[Signature]

NOTARY PUBLIC

Printed Name: APRIL EISE HENSIEK

My Commission Expires: 1/06/2026

My County of Residence: JEFFERSON

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Timothy W. Corrigan

This instrument prepared by Timothy W. Corrigan, Esquire, MOORE & VAN ALLEN, PLLC, 100 North Tryon Street, Floor 47, Charlotte, North Carolina 28202-4003.

Prepared By And Upon Recordation Return To:

Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003
Attention: Timothy W. Corrigan, Esq.



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Exhibit A

LOTS 1 THROUGH 9, EXCEPT THE SOUTH 15 FEET OF SAID LOT 9, TAKEN FOR THE WIDENING OF 11TH AVENUE; ALL OF LOTS 10, 11 AND 12, AND ALL OF VACATED ALLEY NO. 1 WEST LYING WEST OF AND ADJACENT TO SAID LOTS, BLOCK 5 IN CHICAGO-TOLLESTON LAND AND INVESTMENT COMPANY'S RESUBDIVISION OF THAT PORTION OF BRADFORD BROTHERS ADDITION TO TOLLESTON LYING BETWEEN 164TH AND 166TH STREETS, CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 47, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

45-08-09-233-015.000-004

Property of Lake County Recorder