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KAREN A. YARBROUGH
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**PREPARED BY,
RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Kevin A. Sullivan, Esq.
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

RECORDED WITH THE
COOK COUNTY, ILLINOIS
RECORDER OF DEEDS

MEMORANDUM OF SIXTH MODIFICATION AND EXTENSION AGREEMENT

THIS MEMORANDUM OF SIXTH MODIFICATION AND EXTENSION AGREEMENT (this "Memorandum") is executed on March 22, 2024 and effective as of March 18, 2024, by and between **ALLOY PROPERTY COMPANY, LLC**, a Delaware limited liability company ("Borrower") and **BANK OZK** (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Lender made a loan ("Loan") to Borrower in the original principal amount of **ONE HUNDRED TWENTY-EIGHT MILLION AND NO/100 DOLLARS (\$128,000,000.00)** under and pursuant to the terms and provisions of that certain Loan Agreement, dated December 23, 2019, between Lender, as lender, and Borrower, as borrower (as heretofore modified, and together with any other renewals, modifications and extensions thereof, the "Loan Agreement"); and

WHEREAS, the Loan is evidenced by that certain Promissory Note, dated of even date with the Loan Agreement, made by Borrower payable to the order of Lender (the "Note") in the amount of the Loan; and

WHEREAS, the Note is secured, inter alia, by (i) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated of even date with the Loan Agreement (the "Tract 1 Mortgage"), executed by Borrower and recorded on December 23, 2019 as Instrument No. 1935740014 with the Cook County Clerk (the "Recording Office"), covering Borrower's interest in certain real property located in Cook County, Illinois and owned by Borrower as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with the improvements located thereon and certain personalty

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described in the Tract 1 Mortgage; and (ii) that certain Mortgage Assignment of Rents, Security Agreement and Fixture Financing Statement (the "Tract 2 Mortgage" and together with the Tract 1 Mortgage, the "Mortgage"), dated as of even date with the Loan Agreement covering Borrower's interest in the Land, together with the improvements located therein and certain personalty described in the Tract 2 Mortgage, executed by Borrower for the benefit of Lender and recorded on December 23, 2019 as Instrument No. 1935740015 in the Recording Office;

WHEREAS, prior to the date hereof, the Loan Agreement and Loan Documents have been modified, by that certain (i) First Modification and Extension Agreement dated as of December 2, 2022, a memorandum of which was recorded with the Recording Office on December 6, 2022 as document 2334015033 (the "First Modification"), (ii) Second Modification and Extension Agreement dated as of March 21, 2023, a memorandum of which was executed on March 21, 2023 and recorded with the Recording Office on March 22, 2023 as document 2308122000 (the "Second Modification"), (iii) Third Modification Agreement dated May 11, 2023 (the "Third Modification"), (iv) Fourth Modification and Extension Agreement, executed June 30, 2023 and effective as of June 20, 2023 (the "Fourth Modification"), a memorandum of which was executed June 30, 2023 and effective as of June 20, 2023 and recorded with the Recording Office on July 7, 2023 as document 2318822035 and (v) Fifth Modification and Extension Agreement, executed November 10, 2023 and effective October 20, 2023 (the "Fifth Modification") a memorandum of which was executed November 10, 2023 and effective as of October 20, 2023 and recorded with the Recording Office on November 13, 2023 as document 2331715008;

WHEREAS, Borrower and Lender have agreed to modify certain provisions of the Loan, including, among other things, modifying the Maturity Date (as defined in the Note), pursuant to that certain Sixth Modification and Extension Agreement dated as of the date hereof and effective as of March 18, 2024 (the "Sixth Modification Agreement"), executed by Borrower, Lender, **STERLING BAY CAPITAL PARTNERS II, LP**, a Delaware limited partnership, and **SBCP II QUALIFIED PURCHASERS, LP**, a Delaware limited partnership; and

WHEREAS, Borrower and Lender further desire to enter into this Memorandum which is to be recorded in the Recording Office in order that third parties may have notice of the Sixth Modification Agreement; and

WHEREAS, Lender is the owner and holder of the Note and the beneficiary, secured party and/or assignee under the other Loan Documents; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

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

1. Incorporation of Sixth Modification Agreement. Lender and Borrower hereby agree that all terms, conditions, provisions and covenants of the Sixth Modification Agreement are incorporated into this Memorandum by reference as though written out at length herein, and the

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Sixth Modification Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

3. Miscellaneous. Notwithstanding anything contained herein to the contrary, in the event of a conflict between this Memorandum and the Sixth Modification Agreement, the terms and conditions of the Sixth Modification Agreement shall prevail. Except as expressly modified by the Sixth Modification Agreement, all provisions of the Loan Agreement, the Mortgage, and the other Loan Documents, remain in full force and effect. Lender hereby agrees that, if requested by Borrower, Lender will execute and record a release and termination of this Memorandum in the Recording Office upon payment in full of all Indebtedness and satisfaction of all Obligations.

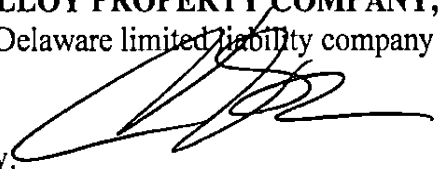
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EXECUTED to be effective as of the date first written above.

BORROWER:

ALLOY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: 

Name: Andrew Gloor
Title: Authorized Signatory

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

The foregoing instrument was ACKNOWLEDGED before me this 20th day of March, 2024, by **ANDREW GLOOR**, the authorized signatory of **ALLOY PROPERTY COMPANY, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]



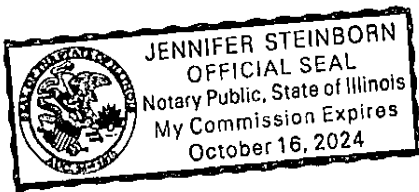
Notary Public, State of Illinois

My Commission Expires:

10-16-24

Jennifer Steinborn

(Printed Name of Notary Public)



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LENDER:

BANK OZK

By: *Clifton Hill*
Name: Clifton Hill
Title: Executive Managing Director -
Asset Management

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument as ACKNOWLEDGED before me this 22nd day of March, 2024, by **CLIFFTON HILL**, Executive Managing Director - Asset Management, of **BANK OZK**

[SEAL]

My Commission Expires:
12-20-2026

Courtney Bailey
Notary Public, State of Texas
Courtney Bailey
Printed Name of Notary Public



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EXHIBIT A

Legal Description of Land secured by the Mortgage

Pursuant to (i) that certain Fourth Modification and Extension Agreement, executed June 30, 2023 and effective as of June 20, 2023, and (ii) that certain Memorandum of Fourth Modification and Extension Agreement, executed June 30, 2023 and effective as of June 20, 2023 and recorded as document 2318822035 in the Real Property Records of Cook County, Illinois (the "Recording Office"), the legal description of the Land securing the lien of that certain (A) Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated of even date with the Loan Agreement recorded with the Recording Office on December 23, 2019 as document 1935740014 (the "Tract 1 Mortgage"), and (ii) Mortgage Assignment of Rents, Security Agreement and Fixture Financing Statement and recorded with the Recording Office on December 23, 2019 as Instrument No. 1935740015 (the "Tract 2 Mortgage" and together with the Tract 1 Mortgage, the "Mortgage") is as follows:

Lots 3, 4, 5, 6, 7, 8, 9 & 10 in Lincoln Yards North Resubdivision, recorded May 11, 2023, as Document Number 2313113134, being a resubdivision of various lots, blocks and vacated public rights of way in the northwest quarter and the southwest quarter of section 32, township 40 north, range 14 east of the Third Principal Meridian, in Cook County, Illinois.

Property Address: That certain unimproved real property bounded generally by the Chicago River to the west and south, North Kingsbury Street to the east and West Dickens Avenue to the north in Chicago, Illinois 60614.

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