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Ctf#:188812

Docketed 11/12/2025

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(Space above for recorder's use only)

MARINA BAY RESIDENCES, LLC,
a Delaware limited liability company
(Mortgagor)

to

TRUIST BANK,
in its capacity as Administrative Agent
(Mortgagee)

**FIRST AMENDMENT TO CONSTRUCTION MORTGAGE,
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING**

Dated as of January 27, 2023

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Holland & Knight
1180 West Peachtree Street NE, Suite 1800
Atlanta, GA 30309
Attn: John A. Decker, Esq.

Premises: 550 and 552 Victory Road, Quincy, Norfolk County, Massachusetts

This **FIRST AMENDMENT TO CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**, dated as of January 27, 2023 (this “**Amendment**”), is by and between **MARINA BAY RESIDENCES, LLC**, a Delaware limited liability company, having an address c/o Hines Interests Limited Partnership, 11th Floor, One International Place, Boston, MA 02110 (“**Mortgagor**”), and **TRUIST BANK**, a North Carolina banking corporation, as successor by merger to SunTrust Bank, a Georgia banking corporation, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (as defined below), having an address at 303 Peachtree Street NE, Atlanta, Georgia 30308 (in such capacity, together with its successors and assigns, “**Agent**” or “**Mortgagee**”).

WHEREAS, Mortgagor and Mortgagee are parties to that Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Mortgagor to Mortgagee, dated as of July 24, 2015, recorded July 24, 2015 as Doc. No. 1334056, in the Norfolk County Land Court, Norfolk County, Massachusetts, encumbering the real property set forth on Exhibit A attached hereto (“**Initial Mortgage**”; together with this Amendment, as the same may be amended, restated, modified or supplemented from time to time, the “**Mortgage**”), executed in connection with that certain Amended and Restated Construction Loan Agreement dated as of the date hereof, which amends and restates that certain Construction Loan Agreement dated as of July 24, 2015, between Mortgagor, Administrative Agent and the Lenders, (as so amended, and as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

NOW, THEREFORE, for and in consideration of the premises, Ten and No/100 Dollars (\$10.00) cash in hand paid by Mortgagor to Agent, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Agent, intending to be legally bound, hereby modify and amend the Mortgage as follows:

1. **Defined Terms; Recitals.** Capitalized terms used but not otherwise defined herein shall have the meanings given in the Initial Mortgage and, to the extent not otherwise defined herein or therein, in the Loan Agreement. All of the foregoing recitals are acknowledged by Mortgagor as being true and correct and shall be deemed incorporated by reference.

2. **Amendments – Initial Mortgage.** Effective as of the date first set forth above, the Initial Mortgage is amended as follows:

- a. The initial paragraph of the Mortgage is hereby amended by deleting the reference to "SEVENTY-TWO MILLION TWO HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED SIXTY-THREE AND NO/100 DOLLARS (\$72,232,863.00)" in its entirety and hereby inserting in lieu thereof "EIGHTY-SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000.00)".

- b. All references in the Mortgage to the "Administrative Agent" shall mean Truist Bank, a North Carolina banking corporation, as successor by merger to SunTrust Bank, a Georgia banking corporation.

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c. All references in the Mortgage to the "Loan Agreement" shall mean the Amended and Restated Construction Loan Agreement dated as of January 27, 2023, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

d. All references in the Mortgage to the "Security Instrument" shall be deemed to include the Mortgage as amended by this Amendment, or as further amended, restated, modified or supplemented from time to time.

e. All references in the Mortgage to the "Notes" shall mean, collectively, one or more promissory notes in favor of Lenders dated as of January 27, 2023 in the aggregate amount of EIGHTY-SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000.00), together with all extensions, renewals, replacements, restatements or modifications thereof.

3. **No Further Amendment** - Except as amended hereby, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto. This Amendment shall not constitute a novation of the Loan Agreement, the Mortgage or any of the other Loan Documents executed in connection therewith.

4. **Counterparts** - This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

5. **Representations and Warranties; Reaffirmation**. Mortgagor represents and warrants to Mortgagee that (a) it has full power and authority to execute and deliver this Amendment, (b) the execution and delivery of this Amendment have been duly authorized and do not conflict with or constitute a default under any law, judicial order or other agreement affecting Mortgagor and (c) the Initial Mortgage, as amended hereby, and each and every covenant obligation set forth therein, constitute the valid and binding obligations of Mortgagor, enforceable against Mortgagor in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights. Mortgagor ratifies and affirms its covenants and obligations under, and the assignments and grants of liens and security interests made pursuant to, the Initial Mortgage

6. **Successors and Assigns**. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law**. The provisions of this Amendment regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Property is located. All other provisions of this Amendment shall be governed by the laws of the State of Georgia.

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By: Sean Sacks
Sean Sacks, Authorized Signatory


Notary Public Kelly J. Horn

My commission expires: FEBRUARY 12, 2027

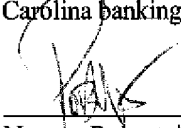
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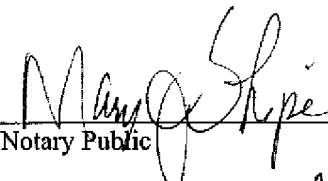
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MORTGAGE: O P Y

TRUIST BANK,
a North Carolina banking corporation

By:  (SEAL)
Name: Robert A. West
Title: Senior Vice President

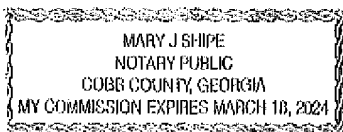
STATE OF GEORGIA
COUNTY OF Fulton

On this date, JANUARY 17, 2023, before me, the undersigned notary public, personally appeared Robert A. West, a Senior Vice President of TRUIST BANK, a North Carolina banking corporation, proved to me through satisfactory evidence of identification, which was CONFIRMED/KNOWN to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the Senior Vice President of TRUIST BANK, a North Carolina banking corporation.


Notary Public

My commission expires: 3/18/24

[NOTARY SEAL]



(550 and 552 Victory Road, Quincy, Norfolk County, Massachusetts)

PARCEL A

PARCEL B

Lots 83 as shown on Land Court Plan 27744-4, filed with Ctf.188812

PARCEL C (Appurtenant Easement Rights)

1. The perpetual right and easement to use the Roadway Easement(s) (over roadway area commonly known as "Marina Drive") as set forth in "Declaration of Parking, Pool and Roadway Easements" dated August 10, 1987 and registered August 14, 1987, as Document No. 528884.
2. The perpetual right and easement to use for roadway purposes the private roadway commonly known as "Commander Shea Boulevard" as described in Easement Agreement dated December 4, 1980 and registered December 26, 1980, as Document No. 408822.
3. The right of way described in Grant of Easement dated May 1, 1989 and registered May 4, 1989, as Document No. 564383.
4. Easements for access and utilities, as described in:
 - a. Agreement dated as of December 30, 1966 and registered February 1, 1967 as Document No. 280032; and
 - b. Agreement dated February 1, 1967 and registered February 1, 1967, as Document No. 280033 (as affected by Document No. 408822 above).
 - c. Easements and rights of way described in a certain "Marina Bay Declaration of Easements and Common Facilities Maintenance Covenant" dated August 10, 1987 and registered August 14, 1987 as Document No. 528880.
 - d. Easement rights retained for water and sewer lines on adjacent Lot 14, as described in Deed dated June 7, 1982 and registered June 24, 1982 as Document No. 422953, as affected by Amendment of Easement Rights/Partial Release of Easement Rights dated November 26, 1986 and registered November 26, 1986 as Document No. 507601.

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- e. Deed registered with the Norfolk County Registry District of the Land Court as Document No. 761969 and Parking Easement registered as Document No. 061973Y
- f. Deed registered with the Norfolk County Registry District of the Land Court as Document No. 775536; as affected by an Amendment of Party Wall Agreement and Amendment of Easement Rights dated June 4, 2014 and filed as Document No. 1307927.
- g. Rights under Easement Agreement dated November 26, 1997 and filed with the Registry District of Norfolk County as Document No. 780334; as affected by a First Amendment dated June 4, 2014 and filed as Document No. 1307929. (Affects Parcel A only)
- h. Rights to use Lot 25 for all purposes for which streets and ways may be used in the City Quincy as noted in the Deed dated June 29, 1993 and filed as Document No. 661745.
5. Construction and parking easement rights contained in a Cross Easement Agreement between Flagship Marina Bay, LLC and 500 Victory Road Associates, Limited Partnership, dated June 4, 2014 and filed as Document No. 1307928.
6. Easement rights contained in an Easement Agreement between Flagship Marina Bay, LLC and Brewster Family Land Trust, LLC, as Trustee of 332 Victory Road Realty Trust, dated June 4, 2014 and filed as Document No. 1307932; as affected by Agreement filed as Document No. 1413477.
7. Party Wall Agreement registered as Document No. 775537; as affected by an Amendment of Party Wall Agreement and Amendment of Easement Rights dated June 4, 2014 and filed as Document No. 1307927; as further affected by Amendment filed as Document No. 1413478. (Affects Parcel B only).
8. Easement Agreement between Flagship Marina Bay, LLC and Marina Bay Residences, LLC, dated June 4, 2014 and filed as Document No. 1307934, as affected by Supplement to Easement Agreement dated June 4, 2014 and filed as Document No. 1307935

For title see Document No. 1307933 and Certificate of Title No. 188812.

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(Space above for recorder's use only)

MARINA BAY RESIDENCES, LLC,
a Delaware limited liability company
(Assignor)

to

TRUIST BANK,
in its capacity as Administrative Agent
(Assignee)

**FIRST AMENDMENT TO
ASSIGNMENT OF LEASES AND RENTS**

Dated as of January 27, 2023

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

**Holland & Knight
1180 West Peachtree Street NE, Suite 1800
Atlanta, GA 30309
Attn: John A. Decker, Esq.**

Premises: 550 and 552 Victory Road, Quincy, Norfolk County, Massachusetts

This **FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS**, dated as of January 27, 2023 (this “**Amendment**”), is by and between **MARINA BAY RESIDENCES, LLC**, a Delaware limited liability company, having an address c/o Hines Interests Limited Partnership, 11th Floor, One International Place, Boston, MA 02110 (“**Assignor**”), and **TRUIST BANK**, a North Carolina banking corporation, as successor by merger to SunTrust Bank, a Georgia banking corporation, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (as defined below), having an address at 303 Peachtree Street NE, Atlanta, Georgia 30308 (in such capacity, together with its successors and assigns, “**Administrative Agent**” or “**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that Assignment of Leases and Rents from Assignor to Assignee, dated as of July 24, 2015, recorded July 24, 2015 as Doc. No. 1334057, in the Norfolk County Land Court, Norfolk County, Massachusetts, encumbering the real property set forth on Exhibit A attached hereto (“**Initial ALR**”; together with this Amendment, as the same may be amended, restated, modified or supplemented from time to time, the “**ALR**”), executed in connection with that certain Amended and Restated Construction Loan Agreement dated as of the date hereof, which amends and restates that certain Construction Loan Agreement dated as of July 24, 2015, between Assignor, Administrative Agent and the Lenders, (as so amended, and as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

AGREEMENT

1. **Defined Terms; Recitals.** Capitalized terms used but not otherwise defined herein shall have the meanings given in the Initial ALR and, to the extent not otherwise defined herein or therein, in the Loan Agreement. All of the foregoing recitals are acknowledged by Assignor as being true and correct and shall be deemed incorporated by reference.

2. **Amendments – Initial ALR.** Effective as of the date first set forth above, the Initial ALR is amended as follows:

- a. Recital Paragraph 2 of the ALR is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

2. Borrower has requested that Administrative Agent and certain financial institutions from time to time a party to the Amended and Restated Construction Loan Agreement (individually and collectively, the "Lenders") dated as of January 27, 2023 (as amended, restated and/or replaced from time to time, the "Loan Agreement"), which amends and restates the Construction Loan Agreement dated as of July 24, 2015, make a loan (herein referred to as the "Loan") to Borrower in the principal amount of up to \$87,000,000.00. The Loan will be evidenced by certain Promissory Notes, pursuant to the terms of the Loan Agreement, made by Borrower payable to Lenders in the aggregate principal amount of \$87,000,000.00 (collectively, as the same may be amended, restated, supplemented, substituted or replaced from time to time, together with any additional evidence of indebtedness

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issued pursuant to the Loan Agreement, the "Notes"). Capitalized terms used but not otherwise
defined herein shall have the meanings ascribed to such terms in the Loan Agreement.
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b. All references in the ALR to the "Administrative Agent" shall mean Truist Bank,
a North Carolina banking corporation, as successor by merger to SunTrust Bank, a Georgia banking
corporation.

c. All references in the ALR to the "Assignment" shall be deemed to include the ALR
as amended by this Amendment, or as further amended, restated, modified or supplemented from
time to time.

d. All references in the ALR to the "Security Instrument" shall be deemed to include
the Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture
Filing, dated as of July 24, 2015, as amended by the First Amendment to Construction Mortgage,
Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of the date
hereof.

3. **No Further Amendment** - Except as amended hereby, the ALR shall remain in full force
and effect and is hereby ratified and confirmed by the parties hereto. This Amendment shall not constitute
a novation of the Loan Agreement, the ALR or any of the other Loan Documents executed in connection
therewith.

4. **Counterparts** - This Amendment may be executed in multiple counterparts, each of which
shall constitute an original and all of which together shall constitute one and the same document.

5. **Representations and Warranties; Reaffirmation**. Assignor represents and warrants to
Administrative Agent that (a) it has full power and authority to execute and deliver this Amendment, (b) the
execution and delivery of this Amendment have been duly authorized and do not conflict with or constitute
a default under any law, judicial order or other agreement affecting Assignor and (c) the Initial ALR, as
amended hereby, and each and every covenant obligation set forth therein, constitute the valid and binding
obligations of Assignor, enforceable against Assignor in accordance with their respective terms, subject to
applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.
Assignor ratifies and affirms its covenants and obligations under, and the assignments and grants of liens
and security interests made pursuant to, the Initial ALR.

6. **Successors and Assigns**. This Amendment shall bind and inure to the benefit of the parties
hereto and their respective successors and assigns.

7. **Governing Law**. The provisions of this Amendment regarding the creation, perfection
and enforcement of the liens and security interests herein granted shall be governed by and construed under
the laws of the state in which the Property is located. All other provisions of this Amendment shall be
governed by the laws of the State of Georgia.

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IN WITNESS WHEREOF, Assignor and Administrative Agent, intending to be legally bound, have duly executed and delivered this instrument under seal of the day and year first above written.

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ASSIGNOR:

MARINA BAY RESIDENCES, LLC, a Delaware limited liability company

By: Hines Marina Bay Associates Limited Partnership, a Texas limited partnership, its managing member

By: Hines Marina Bay GP LLC, a Delaware limited liability company, its general partner

By: [Signature] (SEAL)
Sean Sacks, Authorized Signatory

[SEAL]

1/27/23

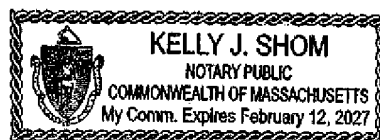
STATE OF Massachusetts
COUNTY OF Suffolk

On this date, January 19, 2023, before me, the undersigned notary public, personally appeared Sean Sacks, the Authorized Signatory of Hines Marina Bay GP LLC, a Delaware limited liability company, the general partner of Hines Marina Bay Associates Limited Partnership, a Texas limited partnership, the managing member of Marina Bay Residences, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the Authorized Signatory of Hines Marina Bay GP LLC, a Delaware limited liability company, the general partner of Hines Marina Bay Associates Limited Partnership, a Texas limited partnership, the managing member of Marina Bay Residences, LLC, a Delaware limited liability company.

[Signature]
Notary Public Kelly J. Shom

My commission expires: FEBRUARY 12, 2027

[NOTARY SEAL]



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ADMINISTRATIVE AGENT: L
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TRUIST BANK,
a North Carolina banking corporation

By: [Signature] (SEAL)
Name: Robert A. West
Title: Senior Vice President

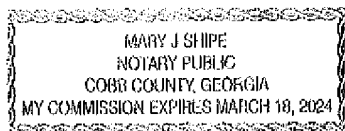
STATE OF GEORGIA
COUNTY OF FULTON

On this date, JANUARY 17, 2023, before me, the undersigned notary public, personally appeared Robert A. West, a Senior Vice President of TRUIST BANK, a North Carolina banking corporation, proved to me through satisfactory evidence of identification, which was Confirmed/known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the Senior Vice President of TRUIST BANK, a North Carolina banking corporation.

[Signature]
Notary Public

My commission expires: 3/18/24

[NOTARY SEAL]



(550 and 552 Victory Road, Quincy, Norfolk County, Massachusetts)

PARCEL A

PARCEL B

Lots 83 as shown on Land Court Plan 27744-4, filed with Ctf.188812

PARCEL C (Appurtenant Easement Rights)

1. The perpetual right and easement to use the Roadway Easement(s) (over roadway area commonly known as "Marina Drive") as set forth in "Declaration of Parking, Pool and Roadway Easements" dated August 10, 1987 and registered August 14, 1987, as Document No. 528884.
2. The perpetual right and easement to use for roadway purposes the private roadway commonly known as "Commander Shea Boulevard" as described in Easement Agreement dated December 4, 1980 and registered December 26, 1980, as Document No. 408822.
3. The right of way described in Grant of Easement dated May 1, 1989 and registered May 4, 1989, as Document No. 564383.
4. Easements for access and utilities, as described in:
 - a. Agreement dated as of December 30, 1966 and registered February 1, 1967 as Document No. 280032; and
 - b. Agreement dated February 1, 1967 and registered February 1, 1967, as Document No. 280033 (as affected by Document No. 408822 above).

- c. Easements and Rights of way described in a certain "Marina Bay Declaration of Easements and Common Facilities Maintenance Covenant" dated August 10, 1987 and registered August 14, 1987 as Document No. 528880.
- d. Easement rights retained for water and sewer lines on adjacent Lot 14, as described in Deed dated June 7, 1982 and registered June 24, 1982 as Document No. 422953, as affected by Amendment of Easement Rights/Partial Release of Easement Rights dated November 26, 1986 and registered November 26, 1986 as Document No. 507601.
- e. Deed registered with the Norfolk County Registry District of the Land Court as Document No. 761969 and Parking Easement registered as Document No. 761973.
- f. Deed registered with the Norfolk County Registry District of the Land Court as Document No. 775536; as affected by an Amendment of Party Wall Agreement and Amendment of Easement Rights dated June 4, 2014 and filed as Document No. 1307927.
- g. Rights under Easement Agreement dated November 26, 1997 and filed with the Registry District of Norfolk County as Document No. 780334; as affected by a First Amendment dated June 4, 2014 and filed as Document No. 1307929. (Affects Parcel A only)
- h. Rights to use Lot 25 for all purposes for which streets and ways may be used in the City Quincy as noted in the Deed dated June 29, 1993 and filed as Document No. 661745.

Construction and parking easement rights contained in a Cross Easement Agreement between Flagship Marina Bay, LLC and 500 Victory Road Associates, Limited Partnership, dated June 4, 2014 and filed as Document No. 1307928.

Easement rights contained in an Easement Agreement between Flagship Marina Bay, LLC and Brewster Family Land Trust, LLC, as Trustee of 332 Victory Road Realty Trust, dated June 4, 2014 and filed as Document No. 1307932; as affected by Agreement filed as Document No. 1413477.

Party Wall Agreement registered as Document No. 775537; as affected by an Amendment of Party Wall Agreement and Amendment of Easement Rights dated June 4, 2014 and filed as Document No. 1307927; as further affected by Amendment filed as Document No. 1413478. (Affects Parcel B only).

Easement Agreement between Flagship Marina Bay, LLC and Marina Bay Residences, LLC, dated June 4, 2014 and filed as Document No. 1307934, as affected by Supplement to Easement Agreement dated June 4, 2014 and filed as Document No. 1307935

For title see Document No. 1307933 and Certificate of Title No. 188812.

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