

RECITALS:

WHEREAS, the Borrowers are indebted to the Lender in the original principal amount of \$34,604,619.00 as evidenced by that certain Promissory Note (the "**Original Note**") executed by the Borrowers in favor of the Lender and dated December 18, 2019;

WHEREAS, the indebtedness evidenced by the Original Note is secured by, among other things, the Original Security Instrument (as hereinafter defined);

WHEREAS, Borrowers granted to Lender that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 18, 2019, and recorded on January 9, 2020 in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20200109000013740 (the "**Original Security Instrument**");

WHEREAS, the Original Security Instrument encumbers certain real property as more particularly described on **Exhibit A**, attached hereto and made a part hereof.

WHEREAS, on December 30, 2020, Borrowers executed and delivered to Lender an additional promissory note to borrow an additional \$2,500,000.00 evidenced by the Promissory Note (the "**New Note**") executed by the Borrowers in favor of the Lender and dated December 30, 2020; and

WHEREAS, Borrowers and Lender desire to amend the Original Security Instrument to, inter alia, increase the principal indebtedness secured thereby.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby mutually acknowledged, Borrowers and Lender hereby agree, and the Original Security Instrument is hereby amended, as follows:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined herein shall have their meaning as set forth in the Original Security Instrument. All references to the term "Security Instrument" in the Original Security Instrument shall be deemed to refer to the Original Security Instrument as amended by this Amendment.

2. **Amendment to Security Instrument.** The Original Security Instrument secured the indebtedness evidenced by the Original Note. The Original Security Instrument secured indebtedness in the original principal amount of \$2,193,548.00. The Original Security Instrument is hereby amended to include and add as part of the indebtedness secured by the Original Security Instrument, the New Note with the principal indebtedness amount being increased by \$158,473.00, notwithstanding anything to the contrary contained in the Original Security Instrument. The "Note" as defined in the Original Security Instrument shall include the Original Note and the New Note.

3. **Definition of Loan Agreement.** Section 14.2(a) of the Original Security Instrument is hereby amended and restated in its entirety as follows:

“(a) “**Loan Agreement**” means that certain Loan Agreement dated as of December 18, 2019 between Borrowers and Lender, as amended by that certain First Amendment to Loan Agreement dated December 28, 2020 between Borrowers and Lender, as amended by that certain Second Amendment to Loan Agreement dated December 30, 2020 between Borrowers and Lender, and as the same may be further amended, restated or supplemented from time to time, including but not limited to one or more supplements thereto that adds an additional borrower and financing agreements and/or Loan Agreements that may be entered into by the Borrowers or their affiliates, the Lender and/or a trustee.”

4. **No Offsets, Counterclaims or Defenses.** Borrowers and Lender represent, warrant and covenant that, as of the date hereof, there are, to their knowledge, no offsets, counterclaims or defenses against the debt, this Amendment, the Original Security Instrument or the Obligations secured by the Original Security Instrument, as amended by this Amendment, and that each (and their undersigned representatives, if any) has the full power, authority and legal right to execute this Amendment and to keep and observe all of the terms of this Amendment on their respective parts to be observed or performed, and that the Original Security Instrument, this Amendment and the documents executed by Borrowers evidencing the Obligations secured by the Original Security Instrument, as amended by this Amendment, constitute valid and binding obligations.

5. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of Borrowers and Lender and their respective successors and assigns

6. **Counterparts, Facsimile.** Signatures to this Amendment transmitted by facsimile transmission or by electronic mail in “portable document format” (“.pdf”) form will have the same effect as physical delivery of the paper document bearing the original signature. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

7. **Full Force and Effect.** Except as expressly amended by this Amendment, the Original Security Instrument shall remain in full force and effect in accordance with its terms. By execution of this Amendment, Borrowers hereby acknowledge and agree that there has been no cancellation, novation or extinguishment of any indebtedness secured by the Original Security Instrument as amended by this Amendment.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

9. **Conflict.** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Original Security Instrument, the terms and provisions of this Amendment shall govern and control.

END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument as of the day and year first above written.

BORROWERS:

NET LEASE SUDS III LLC, a Delaware limited liability company

By: _____
Name: Joseph A. Sandoz
Its: Authorized Representative

NET LEASE SUDS IV LLC, a Delaware limited liability company

By: _____
Name: Joseph A. Sandoz
Its: Authorized Representative

[Signatures continued on next page]

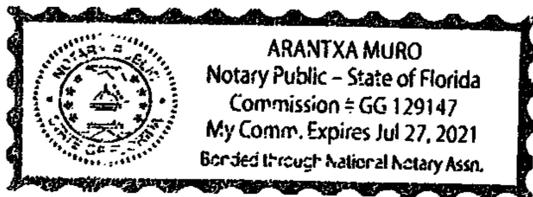
ACKNOWLEDGEMENTS

STATE OF Florida
COUNTY OF Miami Dade

I, the undersigned Notary Public in and for said county in said state, hereby certify that Joseph A Sanz, whose name as Authorized Rep. of NET LEASE SUDS III LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and notarial seal this the 12 day of February, 2021.

[AFFIX NOTARIAL SEAL]



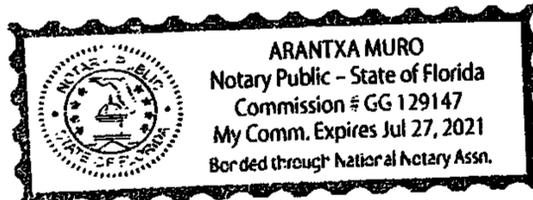
[Signature]
NOTARY PUBLIC
My commission expires: _____

STATE OF Florida
COUNTY OF Miami Dade

I, the undersigned Notary Public in and for said county in said state, hereby certify that Joseph A Sanz, whose name as Authorized Rep. of NET LEASE SUDS IV LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and notarial seal this the 12 day of February, 2021.

[AFFIX NOTARIAL SEAL]



[Signature]
NOTARY PUBLIC
My commission expires: _____

[Signatures continued on next page]

LENDER:

SCF RC FUNDING IV LLC, a Delaware limited liability company

By: Essential Properties, L.P., its manager

By: Essential Properties OP G.P., LLC, its general partner

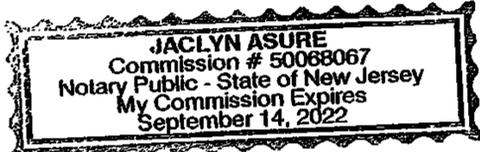
By: [Signature]
Name: **Peter M. Mavoides**
Its: President & CEO

ACKNOWLEDGEMENT

STATE OF New Jersey
COUNTY OF Mercer

I, the undersigned Notary Public in and for said county in said state, hereby certify that Peter Mavoides, whose name as President of Essential Properties, OP G.P., LLC, a Delaware limited liability company, the general partner of Essential Properties, L.P., a Delaware limited partnership, the manager of SCF RC FUNDING IV LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, she/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as the general partner of Essential Properties, L.P. acting in its capacity as manager, as aforesaid.

Given under my hand and notarial seal this the 8th day of February, 2021.



[AFFIX NOTARIAL SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: _____

**MORTGAGEE'S
ADDRESS:**

**SCF RC FUNDING IV LLC
902 Carnegie Centre Blvd., Suite 520
Princeton, NJ 08540**

**MORTGAGOR'S
ADDRESS:**

**NET LEASE SUDS III LLC
c/o Granito & Epstein CPAs, LLP
100 Merrick Road, Suite 202 East
Rockville Centre, New York 11570**

**NET LEASE SUDS IV LLC
c/o Granito & Epstein CPAs, LLP
100 Merrick Road, Suite 202 East
Rockville Centre, New York 11570**

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 (Fee Simple):

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly shown and identified as LOT "B", 56,750 SQ. FT. ±, 1.303 ACRES ± on that certain plat of survey entitled "SPECTRUM - 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. # 10373, which plat of survey was recorded on January 27, 2004, in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Alabama, to which plat reference is made for the more particular description of said LOT B.

Parcel 2 (Appurtenant Easement No. 1):

TOGETHER WITH an Easement for the benefit of Parcel 1 as created by that certain Easement Agreement between Spectrum Realty, Inc., and DLR Associates, LLC, dated May 2, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212310, Shelby County, Alabama records.

Parcel 3 (Appurtenant Easement No. 2):

FURTHER TOGETHER WITH a non-exclusive easement for ingress only for the benefit of Parcel 1 contained in Warranty Deed between Dewberry Real Estate Company, Inc. (Grantor) and Gulf Oil Corporation (Grantee) dated June 28, 1979, and recorded July 2, 1979, in Book 320, Page 427, aforesaid records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to extent such covenants conditions or restrictions violate 42 USC 3604(c); as affected by Waiver of Restriction and Further Imposition of Restrictions dated February 11, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212330, Shelby County Judge of Probate, Alabama records; as affected by Agreement between Southhall of Hoover, LLC; The Industrial Board of the City of Vincent; and DLR Associates, LLC, dated May 2, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212340, aforesaid records.

Being the same property conveyed from IMO US GEORGIA, LLC, a Delaware limited liability company, to NET LEASE SUDS III LLC, a Delaware limited liability company, and NET LEASE SUDS IV LLC, a Delaware limited liability company, as tenants in common, in that certain deed dated December 18, 2019 and recorded as Instrument No. 2020010900013730

APN/Parcel ID(s): 02.7.36.0.001.026.001



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/09/2021 08:03:45 AM
\$283.75 CHERRY
20210309000115240

Allen S. Bayl