

This instrument was prepared by and upon recordation, please return to:

Reed Smith LLP  
3 Logan Square  
1717 Arch Street, Suite 3100  
Philadelphia, PA 19103  
Attn: Stephen M. Lyons, III

STATE OF ALABAMA

COUNTY OF SHELBY

### MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made and entered into as of October 26, 2021, by and between **SCF RC FUNDING IV LLC**, a Delaware limited liability company, whose address is 902 Carnegie Center Blvd., Suite 520, Princeton, NJ 08540 ("**Landlord**"), and **AMERICAN PET RESORT, LLC**, a Florida limited liability company, whose address is 1551 Atlantic Blvd., Suite 200, Jacksonville, FL 32207 ("**Tenant**"), who agree as follows:

1. Terms and Premises. Pursuant to a certain Lease Agreement between Landlord and Tenant dated May 24, 2018, as amended by that certain First Amendment to Lease Agreement dated as of December 21, 2018, as amended by that certain Second Amendment dated as of September 24, 2021, and as further amended by a Third Amendment dated as of October 26, 2021 (as the same may be amended, supplemented, modified or assigned from time to time, the "**Lease**"), Landlord has leased to Tenant and Tenant has leased from Landlord certain real properties, including that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the "**Premises**"), more particularly described on **Exhibit A**, which is attached hereto and incorporated herein, commencing on the date the Premises are acquired by Landlord and terminating on a date which is the last day of the 240<sup>th</sup> month following the month in which the last Completion Date (as defined in the Lease) occurs with respect to the properties leased to Tenant pursuant to the Lease, subject to Tenant's option to extend the term of the Lease for four (4) additional periods of five (5) years.

2. Purpose of Memorandum of Lease. This Memorandum of Lease is executed and recorded to give public notice of the Lease between the parties and all terms and conditions of the Lease are incorporated by reference into this Memorandum and this Memorandum of Lease does not modify the provisions of the Lease. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any term not defined herein shall have the meaning as set forth in the Lease.

3. Counterparts. This Memorandum of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as the day and year first written above.

**LANDLORD:**

**SCF RC FUNDING IV LLC,**  
a Delaware limited liability company

By: Essential Properties, L.P., a Delaware limited partnership, its Manager

By: Essential Properties OP G.P., LLC, a Delaware limited liability company, its General Partner

By: 

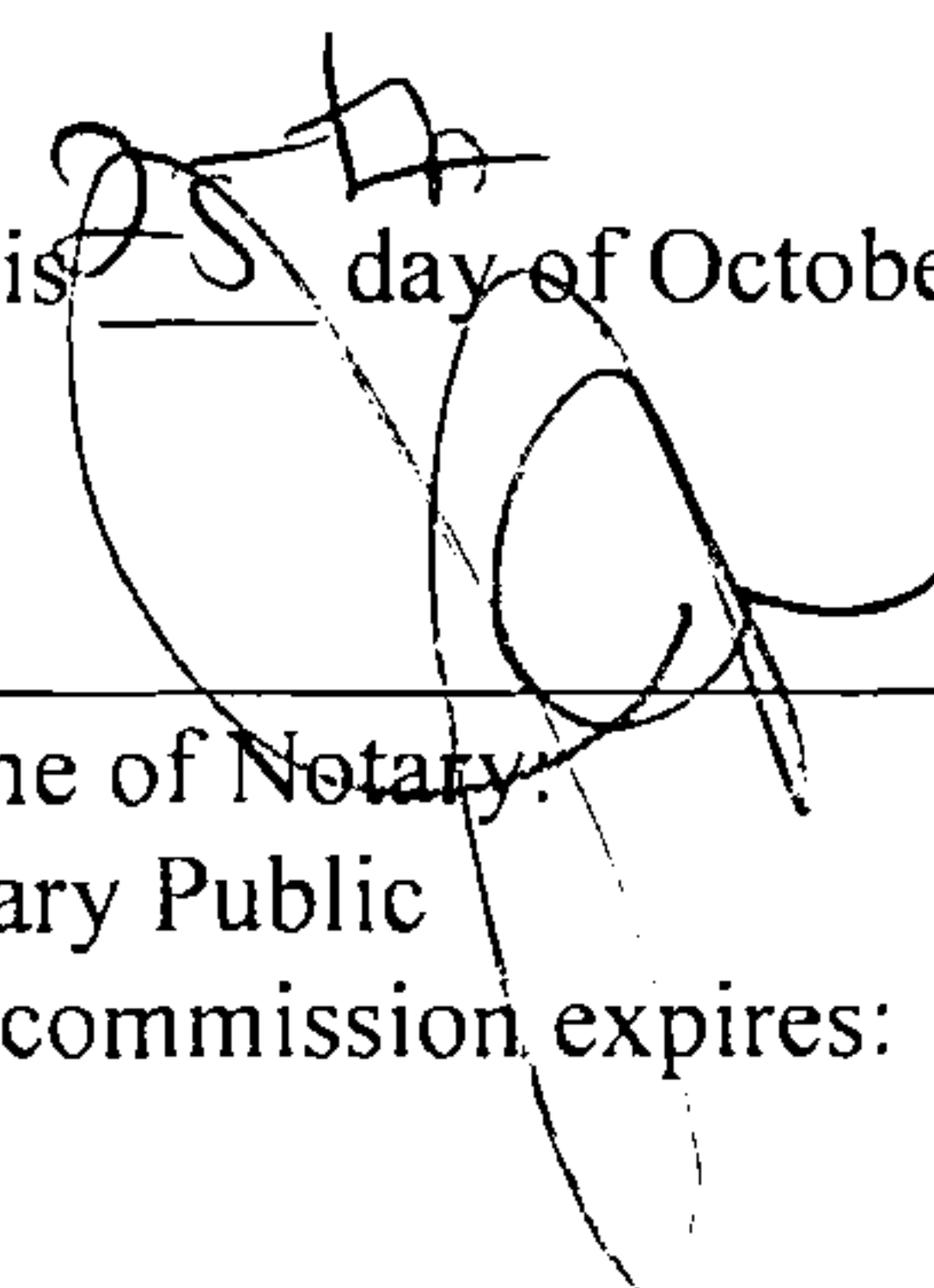
Name: Peter M. Mavroides

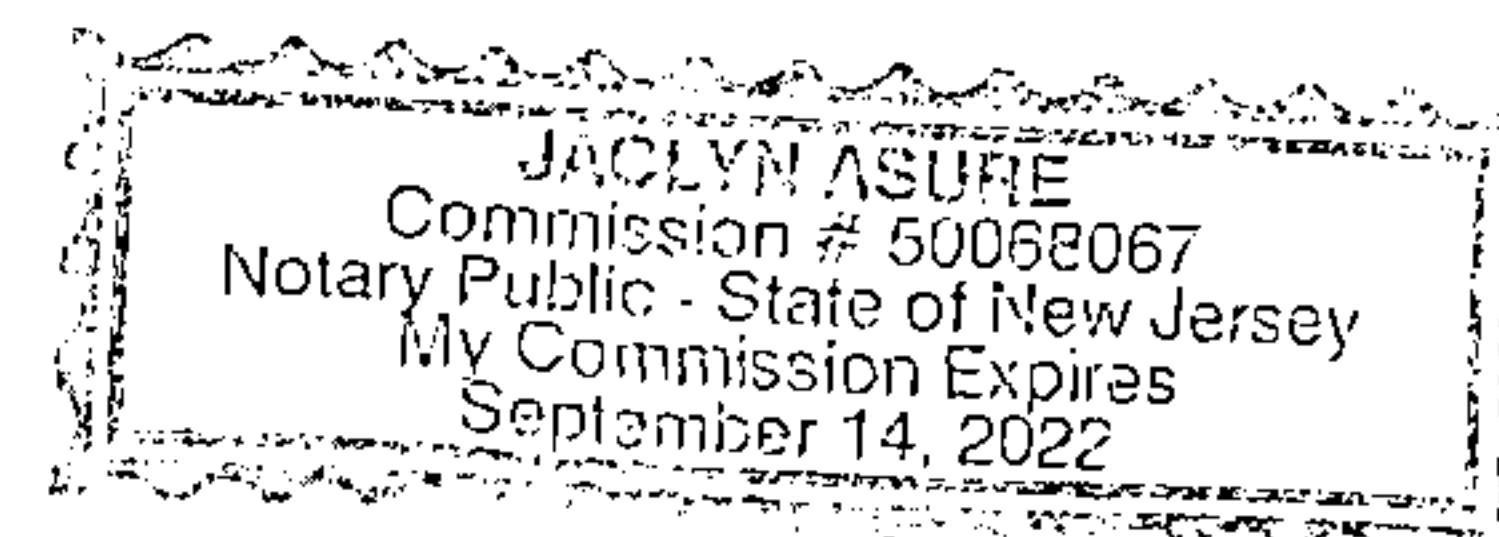
Title: President & CEO

STATE OF New Jersey  
COUNTY OF Merger

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Peter Mavroids, as the President of Essential Properties OP G.P., LLC, General Partner of Essential Properties, L.P., the Manager of SCF RC FUNDING IV LLC, a Delaware limited liability company, whose name 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 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 official notarial seal this 25<sup>th</sup> day of October, 2021.

  
Name of Notary:  
Notary Public  
My commission expires:



[AFFIX NOTARY SEAL]

[Memorandum of Lease – AL]

**TENANT:**

**AMERICAN PET RESORT, LLC**, a Florida  
limited liability company

By: [Signature]

Name: Fernando Acosta-Rua

Title: President

STATE OF Florida

COUNTY OF Duval

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Fernando Acosta-Rua, as President of American Pet Resort, LLC, a Florida limited liability company, whose name 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 instrument, he/she, as such President and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official notarial seal this 25<sup>th</sup> day of October, 2021.

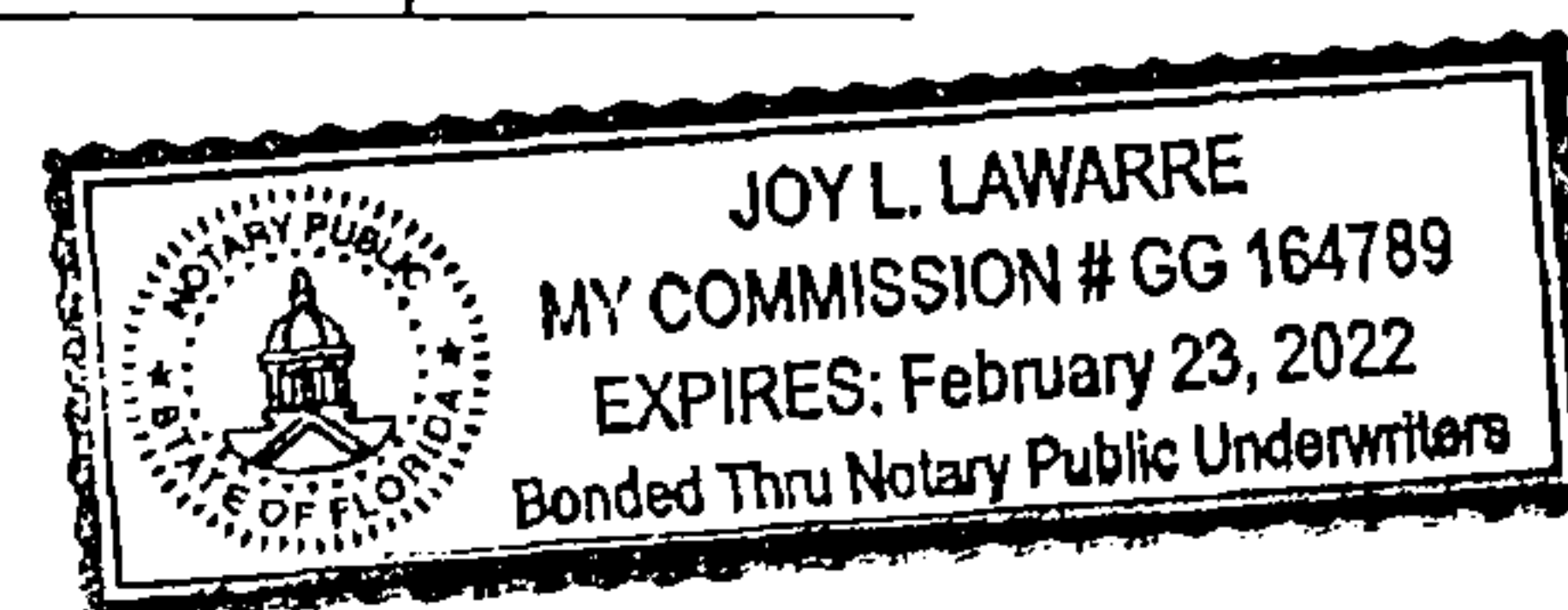
[Signature]

Name of Notary:

Notary Public

My commission expires:

[AFFIX NOTARY SEAL]



[Memorandum of Lease – AL]

**EXHIBIT A**

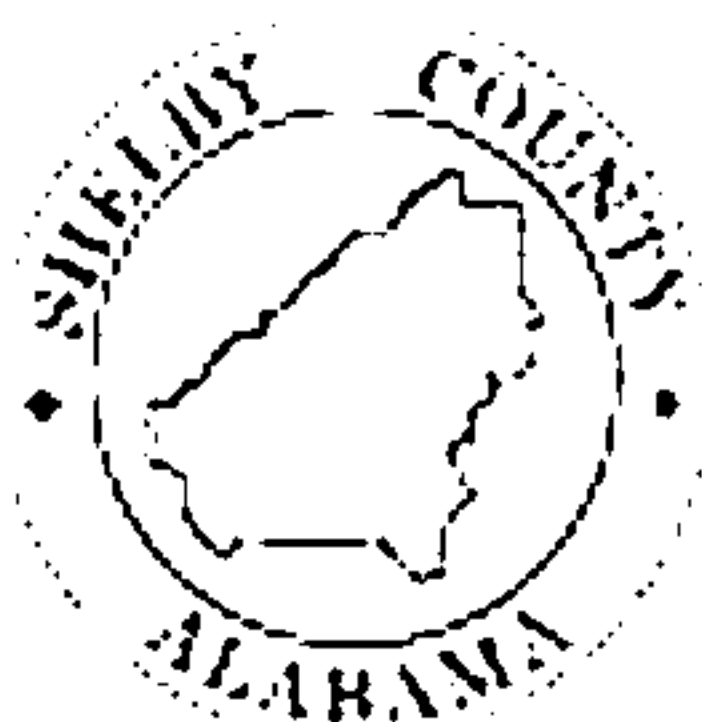
**LEGAL DESCRIPTION OF THE PREMISES**

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Lot 9 according to the survey of Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48, in the Probate Office of Shelby County, Alabama (the "Plat").

Together with all off-site easements benefiting the Property, including but not limited to water, drainage, sewer, and access easements as follows:

- a. Access over Tattersall Boulevard (a private road), as shown on the Plat;
- b. Access and Drainage Easements dedicated and shown on the Plat;
- c. Access and Utility Easements dedicated and shown on Map Book 49, pages 81A & 81B;
- d. Sanitary Sewer Easement as dedicated and shown on Map Book 48, page 53;
- e. Access and other easements and privileges set forth in that certain Greystone Commercial Declaration of Covenants, Conditions and Restrictions recorded in Real Volume 314, page 506, as amended and assigned;
- f. Access and other easements and privileges set forth in the certain Restrictive Use and Reciprocal Easement Agreement recorded in Instrument 20211027000520480; and,
- g. Temporary Construction Easement Agreement recorded in Instrument 20211027000520490



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/27/2021 01:11:26 PM  
\$6357.00 BRITTANI  
20211027000520960

*Allen S. Bayl*