

THIS INSTRUMENT PREPARED BY:
Shackelford, Bowen, McKinley & Norton, LLP
Attention: Michelle Snedden
9201 N. Central Expressway, Fourth Floor
Dallas, Texas 75231

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

**SECOND AMENDMENT TO FUTURE ADVANCE ACCOMMODATION MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT
(ALABAMA)**

THIS SECOND AMENDMENT TO FUTURE ADVANCE ACCOMMODATION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (ALABAMA) (this “**Modification**”) made this the 31st day of October, 2022, by and between Encore Retail BPTC, LLC, a Delaware limited liability company (“**Mortgagor**”), and Mishmeret – Trust Services, Ltd., as Debenture Trustee for the holders of the Debentures described in this Modification (together with any subsequent holder of the Mortgage, the “**Mortgagee**”).

WITNESSETH:

WHEREAS, Encore Properties Ltd., a British Virgin Islands limited company (“**Encore Properties**”), previously issued certain Debentures (Series A) (the “**Series A Debentures**”) pursuant to that certain Debentures (Series A) Deed of Trust and Schedules thereto (the “**Indenture**”) dated June 14, 2017, between Encore Properties and Mortgagee, which Series A Debentures and obligations owed by Encore Properties thereunder are secured by, among other things, that certain Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) dated July 1, 2017, executed by Mortgagor to and for the benefit of Mortgagee and recorded in the Office of the Judge of Probate of Shelby County, Alabama, under Instrument Number 20170803000280890, as amended by that certain First Amendment to Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) dated June 16, 2022, executed by Mortgagor to and for the benefit of Mortgagee and recorded in the Office of the Judge of Probate of Shelby County, Alabama, under Instrument Number 20220623000251380 (collectively, the “**Mortgage**”), covering, among other things, the real property described on Exhibit A attached hereto (the “**Property**”);

WHEREAS, the Indenture authorizes the issuance of additional Debentures from time to time and such additional Debentures and all obligations associated therewith arising under the Indenture will be secured by the Mortgage;

WHEREAS, pursuant to and as permitted under the Indenture, on July 14, 2022, Encore Properties issued additional Series A Debentures in the amount of 26,000,000 NIS, which is equivalent to \$7,451,992.00 USD, according to the exchange rate published by the Israel Central Bank on September 23, 2022 (the “**Additional Series A Debentures**” and, together with the Series A Debentures, the “**Debentures**”);

WHEREAS, as of the date of this Modification, the total outstanding principal amount of the Debentures (including the Additional Series A Debentures and including all prior redemptions and extensions) is equivalent to \$42,647,858.00 USD;

WHEREAS, the Mortgagor and Mortgagee desire to modify the Mortgage to reflect that the Mortgage secures the indebtedness of the Debentures (including the Additional Series A Debentures) and all obligations owing under the Indenture; and

WHEREAS, the proceeds of the Additional Series A Debentures benefit Encore Properties.

NOW, THEREFORE, for good and valuable consideration, and to secure all amounts payable by Encore Properties under the Debentures and the Indenture, with the interest thereon, and any extensions, renewals, and modifications of same, all amounts payable to the Mortgagee by the Mortgagor under this Modification, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Indenture and set forth in the Debentures and all other documents evidencing, securing or executed in connection with the Indenture (collectively, the “**Documents**”), Mortgagor and Mortgagee hereby agree as follows:

1. *Issuance of Additional Debentures; Increased Aggregate Principal Amount.* The Mortgage is hereby modified to provide that the “Debentures” secured under the Mortgage covers both the Series A Debentures and the Additional Series A Debentures. For the avoidance of doubt, the Mortgage secures all obligations under the Indenture, including payment of the Series A Debentures and Additional Series A Debentures;

2. *Reaffirmation of Representations, Etc.* Mortgagor hereby reaffirms to Mortgagee each of the representations, warranties, covenants and agreements of Mortgagor set forth in the Indenture and the other Documents.

3. *Enforceable Obligations.* Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Indenture and the other Documents represent valid and enforceable obligations of Mortgagor, and Mortgagor further acknowledges and represents that no event has occurred and no condition exists which would constitute a default under the Indenture, the other Documents or this Modification, either with or without notice or lapse of time, or both.

4. No Release of Liens. This Modification in no way acts as a release or relinquishment of the liens, security interests and rights (the “**Liens**”) created or evidenced by the Mortgage, the Indenture, or the other Documents. The Liens are hereby ratified and confirmed by Mortgagor in all respects and are extended to secure (i) the Debentures (including the Additional Series A Debentures), (ii) all interest, charges and other sums payable with respect thereto, and (iii) the performance of all other obligations under the Indenture and the other Documents.

5. Additional Modifications and Extensions. Notwithstanding anything to the contrary contained herein or inferred hereby or in any other instrument executed by Mortgagor or in any other action or conduct undertaken by Mortgagor on or before the date hereof, the agreements, covenants and provisions contained herein shall constitute the only evidence of Mortgagee’s consent to modify the Mortgage in the manner set forth herein. No express or implied consent to any further extensions and/or modifications involving any of the matters set forth in this Modification or otherwise, shall be inferred or implied from Mortgagee’s execution of this Modification. Further, Mortgagee’s execution of this Modification shall not constitute a waiver (either express or implied) of the requirement that any further extensions and/or modifications of the Mortgage or the Documents shall require the express written approval of Mortgagee, no such approval (either express or implied) having been given as of the date hereof.

6. Title Policy Endorsement. Contemporaneous with the execution and delivery of this Modification, Mortgagor shall, at its sole cost and expense, obtain and deliver to Mortgagee an Endorsement of the Mortgagee Title Policy insuring the liens of the Mortgage, in form and content acceptable to Mortgagee, stating that the coverage of said Mortgagee Title Policy is in full force and effect and unimpaired notwithstanding the execution and delivery of this Modification and maintaining the liability thereunder for the period of limitation applicable to the indebtedness secured by the liens of the Mortgage.

7. Miscellaneous.

(a) As modified hereby, the provisions of the Mortgage shall continue in full force and effect, and the Mortgagor acknowledges and reaffirms its liability to Mortgagee thereunder. In the event of any inconsistency between this Modification and the terms of the Mortgage or the Documents, this Modification shall govern.

(b) Contemporaneous with the execution of this Modification, Mortgagor must pay all costs and expenses incurred by Mortgagee in connection with the execution and administration of this Modification and the modification of the Documents including, but not limited to, all appraisal costs, title insurance costs, legal fees incurred by Mortgagee and filing fees.

(c) Any default by Mortgagor in the performance of its obligations herein contained shall constitute a default under the Documents and shall allow Mortgagee to exercise all of its rights and remedies set forth in the Documents.

(d) Mortgagee does not, by its execution of this Modification, waive any rights it may have against any person not a party to this Modification.

(e) In case any of the provisions of this Modification shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Modification shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) This Modification shall be governed and construed in accordance with the laws of the State of Alabama.

(g) This Modification shall be binding upon and inure to the benefit of Mortgagee, Mortgagor and their respective successors, assigns and legal representatives.

(h) Mortgagor hereby acknowledges and agrees that it has entered into this Modification of its own free will and accord and in accordance with its own judgment after advice of its own legal counsel, and states that it has not been induced to enter into this Modification by any statement, act or representation of any kind or character on the part of the parties hereto, except as expressly set forth in this Modification.

(i) This Modification may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same agreement.

(j) Except as modified herein, all other terms, conditions and provisions of the Mortgage and the Documents shall remain in full force and effect as of the date thereof and Mortgagor acknowledges and reaffirms its liability to Mortgagee thereunder.

[Signature Page Follows]

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EXECUTED as of the date first set forth above:

MORTGAGOR:

ENCORE RETAIL BPTC, LLC,
a Delaware limited liability company

By: Bharat Sangani
Name: Bharat Sangani
Its: Authorized Signatory
Date Executed: 10/31/2022

WITNESS:

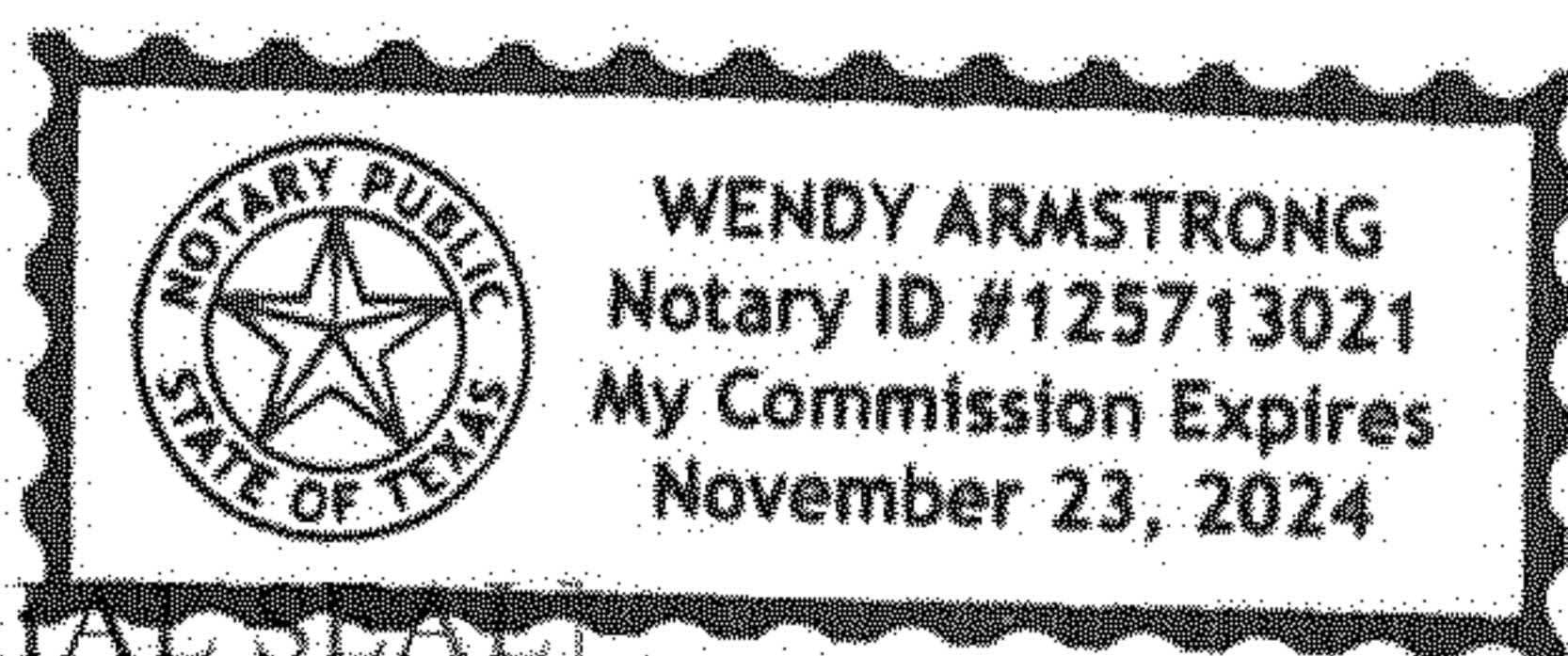
S. Daskeer
Date Executed: 10/31/2022

STATE OF Texas)

COUNTY OF Dallas)

I, Wendy Armstrong, a Notary Public in and for said County in said State, hereby
certify that Bharat Sangani, whose name as
Authorized Signatory of Encore Retail BPTC, 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 instrument,
Bharat Sangani, as such Authorized Signatory and with full
authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 31st day of October, 2022.



Wendy Armstrong
Notary Public

My commission expires: 11/23/24

EXHIBIT A

Description of Land

The following described property located in Shelby County, Alabama:

Lot 1A, Resurvey of Lots 1, 2, 3, 4, 5, 7 and 8, Pelham Town Center, as recorded in Map Book 40, page 87, in the Office of the Judge of Probate, Shelby County, Alabama. Being further described by metes and bounds as follows:

A parcel of land situated in the Southwest one-quarter of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows.

Begin at the Southwestern most corner of said Lot 1A, said point also being a point on the Easternmost right of way line of Huntley Parkway (60' right of way); thence run North 00°14'10" West along said right of way for a distance of 300.00 feet; thence leaving said right of way run North 89°45'50" East for a distance of 241.63 feet; thence run North 00°14'10" West for a distance of 333.14 feet; thence run South 85°59'18" East for a distance of 162.05 feet; thence run North 27°07'20" East for a distance of 103.19 feet; thence run North 04°01'50" East for a distance of 119.92 feet to a point on the Southernmost right of way line of Shelby County Highway 52 (right of way varies); thence run South 76°52'19" East along said right of way for a distance of 65.82 feet; thence leaving said right of way, run South 04°01'50" West for a distance of 65.73 feet; thence run North 85°58'10" West for a distance of 17.56 feet; thence run South 02°34'52" West for a distance of 110.87 feet to the point of commencement of a curve to the right, said curve having a radius of 89.50 feet, a central angle of 25°08'43", a chord bearing of South 74°50'47" East for a chord distance of 38.96 feet; thence run along arc of said curve for a distance of 39.28 feet to the point of commencement of a reverse curve to the left, said curve having a radius of 45.50 feet, a central angle of 27°57'44", a chord bearing of South 76°15'18" East for a chord distance of 21.99 feet; thence run along arc of said curve for a distance of 22.21 feet; thence run North 89°45'50" East for a distance of 110.69 feet to the point of commencement of a curve to the left, said curve having a radius of 82.50 feet, a central angle of 89°09'27", a chord bearing of North 45°11'07" East for a chord distance of 115.81 feet; thence run along arc of said curve for a distance of 128.38 feet; thence run North 00°36'23" East for a distance of 59.35 feet to a point on said Southernmost right of way line of Shelby County Highway 52; thence run South 79°39'20" East along said right of way for a distance of 52.19 feet; thence leaving said right of way, run South 00°36'23" West for a distance of 75.45 feet; thence run South 36°47'32" West for a distance of 128.88 feet; thence run North 89°21'05" West for a distance of 127.62 feet; thence run South 00°12'58" East for a distance of 173.56 feet; thence run South 70°27'05" East for a distance of 121.02 feet; thence run North 89°45'50" East for a distance of 86.76 feet; thence run South 00°36'23" West for a distance of 35.10 feet; thence run North 71°07'47" West for a distance of 39.54 feet; thence run South 00°03'55" East for a distance of 435.03 feet; thence run South 89°45'50" West for a distance of 515.68 feet; thence run North 00°14'10" West for a distance of 90.46 feet; thence run South 89°45'50" West for a distance of 239.44 feet to the POINT OF BEGINNING.

TOGETHER WITH the permanent, perpetual and non-exclusive easement for utilities as set forth in that certain Declaration of Utility Easement recorded in Instrument Number 20040610000314500, in the Probate Office of Shelby County, Alabama.

ALSO TOGETHER WITH the non-exclusive easements for ingress, egress and utilities as set forth in the Easement, Joint Use and Maintenance Agreement recorded in Instrument Number 20040610000314520, in the Probate Office of Shelby County, Alabama.

ALSO TOGETHER WITH the sign easement and related non-exclusive easement for ingress, egress and utilities as set forth in that certain Sign Easement Agreement recorded in Instrument Number 20110623000184130, in the Probate Office of Shelby County, Alabama.

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ALSO TOGETHER WITH the drainage easement and related non-exclusive easement for ingress, egress and utilities as set forth in that certain Drainage Easement Agreement recorded in Instrument Number 20110623000184140, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/02/2022 10:55:49 AM
\$44.00 PAYGE
20221102000410600

Allen S. Bayal