

20230301000056250
03/01/2023 01:25:50 PM
MORTAMEN 1/10

Prepared by, recording requested by,
and when recorded return to:

Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202
Attn: Timothy W. Corrigan, Esq.

Obligor No.: 8799477858
Address: 4758 U.S. 280
Birmingham, AL 35242

NOTE REGARDING ALABAMA RECORDING TAX: THE MORTGAGE RECORDING
PRIVILEGE TAX DUE UPON THE RECORDATION OF THIS MORTGAGE IS SET FORTH IN THE
MORTGAGE TAX ORDER DELIVERED SIMULTANEOUSLY HERewith.

STATE OF ALABAMA

COUNTY OF SHELBY

**AMENDMENT TO MORTGAGE, ABSOLUTE ASSIGNMENT OF RENTS AND LEASES AND
SECURITY AGREEMENT (AND FIXTURE FILING)**

THIS AMENDMENT TO MORTGAGE, ABSOLUTE ASSIGNMENT OF RENTS AND
LEASES AND SECURITY AGREEMENT (AND FIXTURE FILING) (this "Amendment") is made and
entered into as of the 28th day of December, 2022, by and between NET LEASE SUDS III LLC, a
Delaware limited liability company, and NET LEASE SUDS IV LLC, a Delaware limited liability
company, with a mailing address of c/o Orion Real Estate Group, 200 S Biscayne Blvd., Seventh Floor,
Miami, Florida 33131, Attn: Kevin J. Sanz (together, jointly and severally, "Mortgagor"), and WELLS
FARGO BANK, NATIONAL ASSOCIATION, a national banking association, with a mailing address of
1808 Aston Avenue, Suite 250, Carlsbad, California 92008, Attn: Loan Administration ("Lender").

RECITALS:

A. Mortgagor executed a Mortgage, Absolute Assignment of Rents and Leases and Security
Agreement (and Fixture Filing) to Lender dated December 29, 2021 and recorded January 10, 2022 with
the Shelby County, Alabama Judge of Probate as Instrument Number 20220110000010390 (the
"Mortgage") with respect to the real property described on Exhibit A attached hereto and incorporated
herein by reference (the "Property").

B. Mortgagor and Lender have agreed to amend and restate the Loan Agreement (as defined in
the Mortgage), the Note (as defined in the Mortgage) and certain other Loan Documents (as defined in the
Mortgage).

C. Mortgagor and Lender wish to amend the Mortgage.

NOW, THEREFORE, Mortgagor and Lender hereby agree as follows:

1. Recital A in the Mortgage is hereby amended in its entirety to read as follows:

“Net Lease Suds III LLC, a Delaware limited liability company, Net Lease Suds IV LLC, a Delaware limited liability company, KO Wash LLC, a Delaware limited liability company and OPF SV SPE LLC, a Delaware limited liability company (collectively, jointly and severally, “**Borrowers**”), propose to borrow from Mortgagee, and Mortgagee proposes to lend to Borrowers, the total principal sum of SEVENTY-FIVE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$75,100,000.00) (the “**Loan**”) and bearing interest at a variable rate as described in and pursuant to the terms of that certain Amended and Restated Loan Agreement dated of even date herewith, executed by and between Lender and Borrowers (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). The Loan is evidenced by that certain Amended and Restated Secured Promissory Note (Variable Rate) of even date herewith, in the principal amount of the Loan, executed by Borrowers in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Note**”).”

2. This Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Mortgage.

3. All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Mortgage shall remain in full force and effect, except as expressly provided herein. This Amendment is not and shall not be deemed to constitute a novation of the underlying obligations evidenced by the Mortgage, as amended hereby, and this Amendment shall not affect or impair the lien priority of the Mortgage, as amended hereby.

4. From and after the execution of this Amendment by the parties hereto, each reference in the Mortgage to “this Mortgage”, “hereof”, “herein”, “hereby” or words of like import shall be deemed to be a reference to the Mortgage as amended by this Amendment.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6. This Amendment shall be governed by, and construed in accordance with, the laws of the state in which the Property is located.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF Mortgagor and Lender have executed this Amendment as of the day and year first above written.

MORTGAGOR:

NET LEASE SUDS III LLC,
a Delaware limited liability company

By: Kalvest Orion Car Wash LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Eric Everett
Title: Authorized Signatory

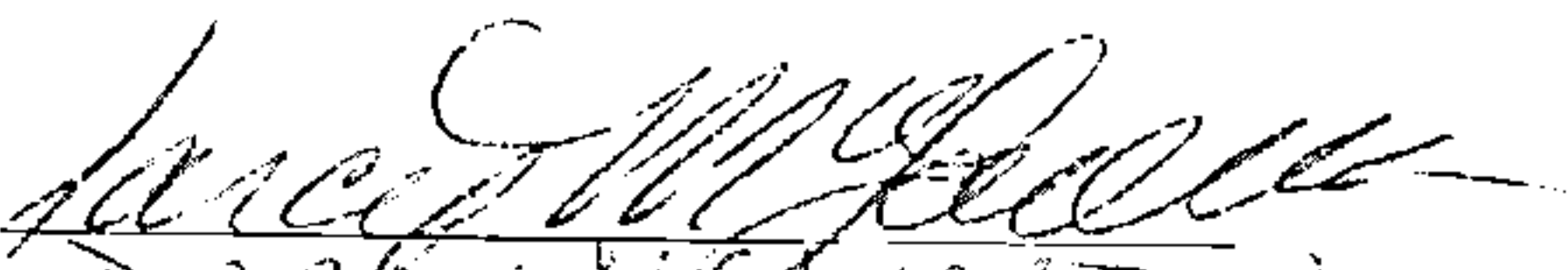
NET LEASE SUDS IV LLC,
a Delaware limited liability company

By: Kalvest Orion Car Wash LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Eric Everett
Title: Authorized Signatory

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: DOREY McLEOD
Title: MANAGING DIRECTOR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

§

COUNTY OF SAN DIEGO

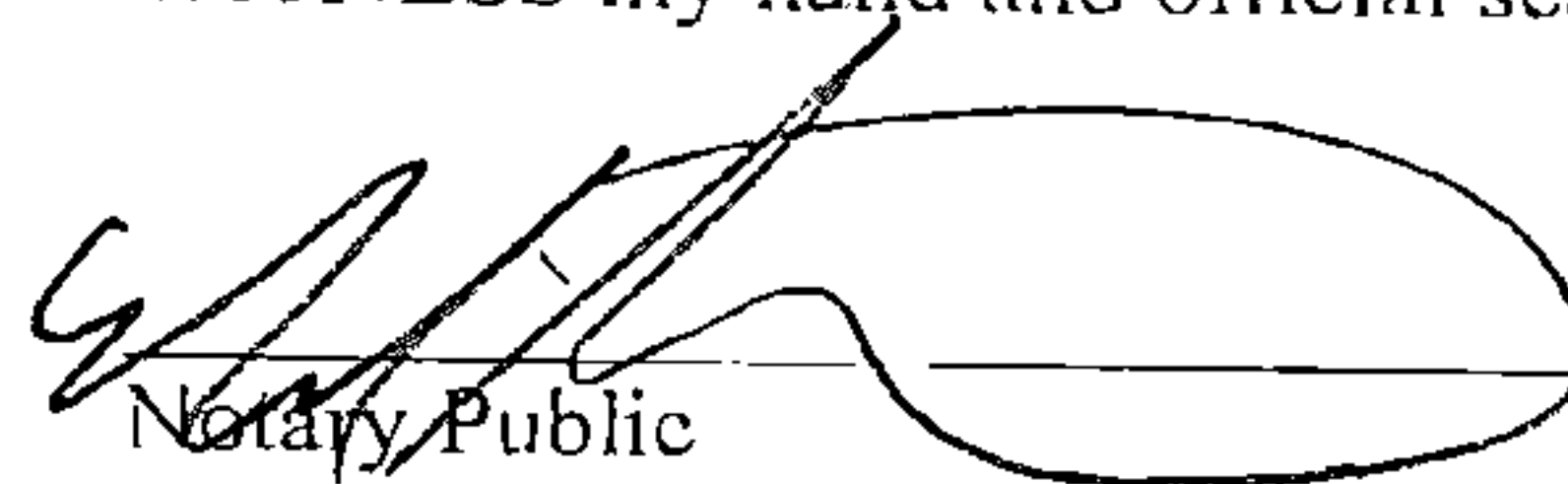
§

§

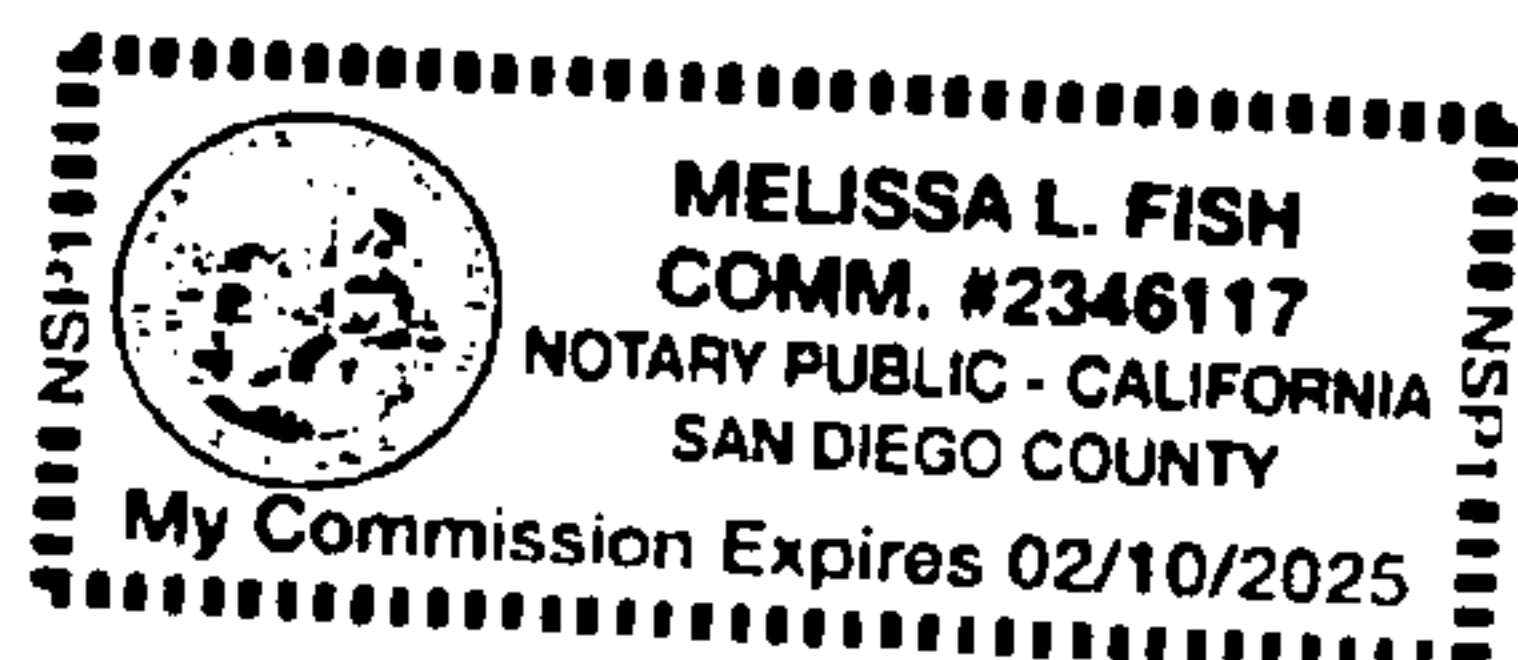
On December 22, 2022, before me, Melissa L. Fish, Notary Public, personally appeared Darcy McLaren who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

(SEAL)



IN WITNESS WHEREOF Mortgagor and Lender have executed this Amendment as of the day and year first above written.

MORTGAGOR:

NET LEASE SUDS III LLC,
a Delaware limited liability company

By: Kalvest Orion Car Wash LLC,
a Delaware limited liability company,
its sole member

By: EE
Name: Eric Everett
Title: Authorized Signatory

NET LEASE SUDS IV LLC,
a Delaware limited liability company

By: Kalvest Orion Car Wash LLC,
a Delaware limited liability company,
its sole member

By: EE
Name: Eric Everett
Title: Authorized Signatory

LENDER:


WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF Massachusetts)
COUNTY OF Suffolk)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Eric Everett, whose name as Authorized Signatory of Kalvest Orion Car Wash LLC, a Delaware limited liability company, sole member of NET LEASE SUDS III LLC, a Delaware limited liability company, and 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 said instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability companies.

Given under my hand and official seal this 2nd day of December, 2022.



Notary Public

[NOTARIAL SEAL]

My commission expires: 3.22.29



Linda Jean Price
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
3/30/2029

20230301000056250 03/01/2023 01:25:50 PM MORTAMEN 7/10

This Instrument Prepared By And Upon Recordation Return To:

Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003
Attention: Timothy W. Corrigan, Esq.

Exhibit A

Parcel 1:

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", according to the plat of survey of SPECTRUM – 280 SUBDIVISION, recorded in Map Book 32, page 111, in the Probate Office of Shelby County, Alabama.

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, in the Probate Office of Shelby County, Alabama.

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, as affected by Waiver of Restriction and Further Imposition of Restrictions dated February 11, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212330, 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, in the Probate Office of Shelby County, Alabama.

Address: 4758 U.S. 280
Birmingham, AL 35242

DocuSign Envelope ID: 492350FC-7DE7-4E94-B27F-7EE70E8C755C

BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re:)	A Proceeding Authorized
)	by Section 40-22-2,
Net Lease Suds III LLC)	Code of Alabama 1975
Net Lease Suds IV LLC)	
)	
Petitioners.)	
)	

MORTGAGE TAX ORDER

Come now Net Lease Suds III LLC, a Delaware limited liability company, and Net Lease Suds IV LLC, a Delaware limited liability company, and ask the Alabama Department of Revenue to fix and determine the amount of mortgage recording tax due pursuant to Section 40-22-2, *Code of Alabama 1975*, for the privilege of recording four substantially identical mortgage amendments (collectively, the “**Mortgage Amendments**”) executed by the Petitioners, that amend those certain four mortgages dated December 29, 2021 and recorded in January, 2022 (collectively referred to as the “**Mortgages**”) which secure the Indebtedness (as defined below), which Mortgages, along with other security documents, cover real and personal property and fixtures located in Butler County, Alabama, and in Shelby County, Alabama, and in Montgomery County, Alabama and in Jefferson County, Alabama and real and personal property and fixtures located outside of the State of Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. The Mortgages together with other mortgages and security documents covering real and personal property and fixtures located both inside and outside of the State of Alabama, were filed to secure certain loans and extensions of credit from Wells Fargo Bank, National Association, a national banking association (the “**Secured Party**”), pursuant to that certain Note (as defined in the Mortgages) in the original principal amount of Seventy-Five Million Five Hundred Thousand And 00/100 Dollars (\$75,500,000.00) (the “**Indebtedness**”), dated December 29, 2021 and made payable by Mortgagor to the order of the Secured Party.
2. At the time that the Mortgages were filed of record in the first Alabama county in which the Mortgages were recorded, Alabama mortgage recording tax in the amount of \$20,419.05 was paid pursuant to that certain Mortgage Tax Order executed by the Alabama Department of Revenue as of December 27, 2021.
3. The principal amount of the Indebtedness outstanding as of the date hereof, as secured by the Mortgages (as amended by the Mortgage Amendments), does not exceed Seventy-Five Million One Hundred Thousand And 00/100 Dollars (\$75,100,000.00).

DocuSign Envelope ID: 492350FC-7DE7-4E94-B27F-7EE70E8C755C

4. The value of the real property and fixtures conveyed by the Mortgages (as amended by the Mortgage Amendments) and located inside the State of Alabama is \$12,070,000.00, and the value of all the real property, personal property and fixtures described in and conveyed by the Mortgages (as amended by the Mortgage Amendments) and the other security documents in all states (including the State of Alabama) is \$123,660,000.00.
5. The percentage of the real property and fixtures conveyed by the Mortgages (as amended by the Mortgage Amendments) that is located inside the State of Alabama is 9.76% and mortgage recording tax would be due in the amount of \$10,994.70; however, mortgage tax was previously paid in the amount of \$20,419.05 pursuant to the December 27, 2021 tax order. Therefore, no further recording tax shall be due.

IT IS, THEREFORE, ORDERED that mortgage recording tax in the amount of \$0.00, plus any recording fees which may be due, shall be paid to the Judge of Probate of the Alabama counties in which a Mortgage Amendment is filed for record, and no additional mortgage recording tax will be due with respect to the recording of the Mortgage Amendments.

DONE this 27th day of February, 2023.

DEPARTMENT OF REVENUE

By: Derrick Coleman
Deputy Commissioner of Revenue

K. Elizabeth Jehle
Legal Division, K. Elizabeth Jehle

Cameron Clark
As Secretary

02501848-1 0



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/01/2023 01:25:50 PM
\$52.00 BRITTANI
20230301000056250

Allen S. Bayl