# **FELICIA SIMON**

## FLORENCE COUNTY

## **REGISTER OF DEEDS**

180 N. Irby St ~ Florence, SC 29501 (843) 665-3032

## \*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

#### \*\*\* ELECTRONICALLY RECORDED DOCUMENT \*\*\*

Instrument #: 2025012381

Receipt Number: 23135 Return To:

Recorded As: EREC-MODIFICATION

Recorded On: September 18, 2025

**Recorded At:** 08:34 AM Received From:

Parties:

Book/Page: DMA 1177: 1006 - 1019 Direct- Shreeji Property of Lake City, LLC

Total Pages: 14 Indirect- Lincoln Capital Mangement, LLC

#### \*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee: \$10.00

Tax Charge: \$0.00



THE STATE OF SOUTH CAROLINA

#### FOURTH RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

(Second Lien)

This Fourth Renewal, Extension and Modification Agreement (the "Agreement") is entered into by LINCOLN CAPITAL MANAGEMENT, LLC, a Texas limited liability company ("Lender") and SHREEJI PROPERTY OF LAKE CITY LLC, a South Carolina limited liability company and SHREEJI DONUTS OF LAKE CITY LLC, a South Carolina limited liability company ("Borrower") and SHREEJI DONUTS, INC., a North Carolina corporation, SHREEJI DONUTS II, INC., a North Carolina corporation and PARIMAL PATEL (the "Guarantor(s)").

Lender is the sole owner and holder of the Promissory Note (the "Note") dated February 16, 2023 in the original principal amount of \$1,140,000.00 executed by SHREEJI PROPERTY OF LAKE CITY LLC, a South Carolina limited liability company and SHREEJI DONUTS OF LAKE CITY LLC, a South Carolina limited liability company, payable to the order of Lender.

The Note is secured by the following instruments (the "Loan Documents"):

 Second Lien Mortgage ("Mortgage") of even date with the Note executed by Borrower for the benefit of Lender, securing payment of the Note against the property described as follows:

#### SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (the "Property");

and filed for record in the Official Public Records of Real Property of FLORENCE County, South Carolina under **Book 1035**, **Page 1665**, **Clerk's File No. 2023-00002069**; recorded on 02/20/2023

- Second Lien Security Agreement ("Security Agreement") of even date with the Note executed by Borrower to Lender, securing payment of the Note and UCC1 Financing Statement filed in the Office of the Secretary of State South Carolina;
- 3. Guaranty Agreements ("Guaranties") of even date with the Note, executed by SHREEJI DONUTS, INC., a North Carolina corporation, SHREEJI DONUTS II, INC., a North Carolina corporation and PARIMAL PATEL and guarantying payment of the Note;
- Assignment of Deposit Account of even date with the Note executed by Borrower to Lender, securing payment of the Note;
- Blocked Account Control Agreement of even date with the Note executed by Borrower to Lender, securing payment of the Note;

Interim 2<sup>nd</sup> lien loan

Page 1 of 12



- 6. Loan Agreement of even date with the Note executed by Borrower to Lender, securing payment of the Note;
- 7. Renewal, Extension and Modification Agreement dated effective February 25, 2024 executed by Borrower and Guarantor(s) to Lender, securing payment of the Note and filed for record in the Official Public Records of Real Property of FLORENCE County, South Carolina under **Book 1090**, **Page 1**, **Clerk's File No. 2024002632**; recorded on 02/29/2024
- 8. Second Renewal, Extension and Modification Agreement dated effective August 25, 2024 executed by Borrower and Guarantor(s) to Lender, securing payment of the Note and filed for record in the Official Public Records of Real Property of FLORENCE County, South Carolina under **Book 1130, Page 861-874, Clerk's File No. 2024015043**; recorded on 11/20/2024
- 9. Third Renewal, Extension and Modification Agreement dated effective February 25, 2025 executed by Borrower and Guarantor(s) to Lender, securing payment of the Note and filed for record in the Official Public Records of Real Property of FLORENCE County, South Carolina under Book 1150, Page 226-239, Clerk's File No. 2025004231; recorded on 04/04/2025
- 10. All other documents and instruments previously and now hereinafter executed as security for or otherwise in connection with the foregoing documents or otherwise connection with Note, which are hereby incorporated herein by reference for all purposes to same extent as if set out herein verbatim.

THEREFORE, for valuable consideration the receipt and sufficiency of which are acknowledged, Borrower and Lender agree as follows:

- 1. <u>Promise to Pay.</u> Borrower (a) expressly assumes payment of all amounts due and owed under the Loan Documents; (b) acknowledges that Borrower is primarily liable for the payment of the indebtedness evidenced by, and performance of the obligations of the Loan Documents; (c) extends and renews the Loan Documents as provided for in this Agreement; (d) agrees that the modification will not affect or impair the Loan Documents; and (e) promises to pay to the order of Lender the indebtedness evidenced by the Note according to its terms, as modified by this Agreement. Furthermore, this Fourth Renewal, Extension and Modification Agreement renews, extends and modifies the Note. This Fourth Renewal, Extension and Modification Agreement does not satisfy the obligation under the original Note or replace it with a new obligation, but changes the terms of the original obligations. As modified by this Fourth Renewal, Extension and Modification Agreement, all of the terms and provisions of the original Note and all documents executed in connection with the Note are ratified and confirmed and this Fourth Renewal, Extension and Modification Agreement is a part of and shall be read and construed together with the original Note and said documents executed in connection therewith.
- 2. <u>Acknowledgment of Outstanding Balance.</u> The parties acknowledge that the outstanding principal balance of the Note as of the Effective Date of this Agreement, is **ONE MILLION ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,140,000.00)**.
- 3. <u>Modification of Maturity</u>. The maturity of the Note is modified to **December 25, 2025** (the "Maturity Date").
- 4. <u>Interest Rate</u> The annual interest RATE provided for in the Note is not modified, so that beginning on the Effective Date hereof, Interest will continue to be charged on the unpaid principal balance at THE WALL STREET JOURNAL'S Prime Rate (as hereafter defined) as it varies from time to time PLUS THREE HUNDRED FIFTY (350) BASIS POINTS per annum, except notwithstanding any other language contained herein, such rate shall never decrease below ELEVEN PERCENT (11.0%) per annum (the "RATE"), based on a 360 day year, until the Maturity Date. The term "Prime Rate" means the fluctuating per annum lending rate of interest from time to time announced as the highest prime lending rate published in THE WALL STREET JOURNAL in the "Money Rates" table, as it varies from time to time and being defined

Page 2 of 12

Interim 2nd lien loan



therein as being "the base rate on corporate loans at large U.S. money center commercial banks". If multiple rates are quoted, then the highest Prime Rate will be the basis for the RATE hereunder. In the event that THE WALL STREET JOURNAL ceases to be published altogether, or the Prime Rate is no longer published in the "Money Rates" table, then Lender will choose a substitute Prime Rate which is based upon comparable information, in Lender's sole discretion. On days when THE WALL STREET JOURNAL is not published (such as weekends and holidays), the RATE shall be based on the "Prime Rate" stated in the most recently published edition of THE WALL STREET JOURNAL. Borrower acknowledges that the Prime Rate is known and readily ascertainable by Borrower. The RATE will be adjusted automatically each calendar day ("Change Period"), upward and downward, without notice to the Maker or any other person.

5. <u>Note Payment Schedule.</u> From the Effective Date of this Agreement, principal and interest will be due and payable to Lender as follows:

The Note is due and payable in monthly installments of interest only on the principal balance beginning on **September 25**, 2025, and continuing on the same day of each month thereafter until **December 25**, 2025 (the "Maturity Date"), the maturity hereof, at which time the final installment of all unpaid principal and all accrued but unpaid interest shall be due and payable in full.

6. <u>Loan Proceeds</u>. Requests for application of Loan Proceeds ("Disbursements") shall be made in accordance with the Construction Loan Agreement of even date with the Note. The total of cumulative Disbursements under the Note is limited to \$1,140,000.00 as provided for in the Loan Agreement, it being understood by the parties that the Note is not a revolving note line, and any principal payments made hereunder may not be the subject of future Disbursements hereunder.

Borrower covenants and agrees to assume liability for and to protect, indemnify and save Lender harmless from any and all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorneys' fees and expenses of employees, which may be imposed, incurred by or asserted against Lender by reason of any loss, damage or claim howsoever arising or incurred because of or out of or in connection with (i) any action of Lender pursuant to requests for Disbursements under the Note, (ii) the transfer of funds pursuant to such, or (iii) Lender's honoring or failing to honor any requests for any reason or no reason whatsoever. Lender is entitled to rely upon and act upon requests made or purportedly made by any of the officers or employees of Borrower, and Borrower shall be unconditionally and absolutely estopped from denying (i) the authenticity and validity of any such transaction so acted upon by Lender once Lender has disbursed funds under the Note and has deposited or transferred such funds as requested in any such request, and (ii) Borrower's liability and responsibility therefor.

Usury Savings Clause. No provisions of this Agreement or the Loan Documents will require the payment or permit the collection, application, or receipt of interest in excess of the maximum permitted by applicable state or federal law. If any interest in excess of the maximum permitted by applicable law is provided for by this Agreement or the Loan Documents, or will be adjudicated to be so provided for, the provisions of this paragraph will govern, and neither Borrower nor any endorsers of the Note will be obligated to pay such interest to the extent it is in excess of the maximum permitted by applicable law. It is expressly stipulated that the intent of Borrower and Lender is to comply with the usury and other laws relating to the Loan Documents at all times. If Lender or other holder of the Note ever receives, collects, or applies as interest any such excess, the excess interest will be applied to reduce the unpaid principal balance of the note. If such application pays in full the principal balance of the Note, any remaining excess will be paid to Borrower and the provisions of the Loan Documents will immediately be deemed reformed and the amounts thereafter collectively reduced, without the necessity of executing any new document, so as to comply with the applicable law while permitting the fullest recovery of the amounts called for by this Agreement and Loan Documents. In determining if the interest paid or payable under any specific contingency exceeds the maximum allowed by applicable law, Borrower and Lender or other holder of the Note will, to the extent permitted by applicable law, amortize, prorate, allocate, and spread the total amount of interest throughout the entire term of the note so that the amount or rate of interest charged for any period during the term of the Note is to the greatest extent possible less than the maximum amount or rate of interest allowed by applicable law during the relevant

Interim 2nd lien loan

Page 3 of 12



period. Notwithstanding the foregoing, if any time the law is changed so as to permit the charging of a higher amount or rate of interest that was permitted before the law changes, then to the extent permitted by law, references in the Loan Documents to "applicable law" for purposes of determining the maximum amount or rate of interest that can be charged will refer to the law as amended to allow the greater amount or rate of interest.

- 8. Release of Lender. In consideration of the agreement of the Lender to make the herein described Modification which consideration is agreed by Borrower and Guarantor(s) to be good and sufficient, Borrower and Guarantor(s) RELEASES, ACQUITS AND FOREVER DISCHARGES the Lender, its directors, officers, shareholders, agents, contractors, employees, affiliates, attorneys, successors and assignees from any and all claims, demands, liens, damages, actions or suits, of whatsoever nature or character, whether statutory (including without limitation usury and deceptive trade practices claims), in contract or in tort, known or unknown, which have accrued or may accrue to Borrower or Guarantor(s) or any creditor or affiliate of Borrower or Guarantor(s) on account of any injuries, damages or losses or otherwise arising out of and in any way connected to (i) any extensions of credit by the Lender to Borrower on or prior to the date hereof, or (ii) any matter or thing done, omitted or suffered to be done by the Lender, its directors, officers, shareholders, agents, employees, affiliates, attorneys, predecessors or assignors on or prior to the date hereof.
- 9. WAIVER OF DEFICIENCY STATUTE PROTECTIONS/FAIR MARKET VALUE FOR CALCULATING DEFICIENCIES. Notwithstanding the provisions of Sections 51.003, 51.004 and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law; Borrower agrees that Lender shall be entitled to seek a deficiency judgment from Borrower and any other party obligated on the Note equal to the difference between the amount owing on the Note and the amount for which the Property was sold pursuant to a judicial or non-judicial foreclosure sale. Borrower expressly recognizes that this section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Borrower and other persons against whom recovery of deficiencies is sought or guarantors independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of foreclosure against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Borrower further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Borrower, other borrowers on the Note, guarantors, and others against whom recovery of a deficiency is sought.

Alternatively, in the event this waiver is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as amended from time to time);

- A. The Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure;
- B. The valuation shall be based upon an assumption that the foreclosure purchaser desires a prompt resale of the Property for cash promptly (but no later than twelve months) following the foreclosures sale;
- C. All reasonable closing costs customarily borne by the seller in a commercial real estate transaction should be deducted from the gross fair market value of the Property, including without limitation, brokerage commissions, title insurance, a survey of the Property, tax prorations, attorney's fees, and marketing costs;
- D. The gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in paragraph c above) and other maintenance expenses; and

Interim 2<sup>rd</sup> lien loan

Page 4 of 12



E. Any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration of the factors set forth above.

#### Miscellaneous.

- A. Borrower and Guarantor(s) hereby reaffirm each of the representations, warranties, covenants and agreements of them set forth in the Loan Documents, with the same force and effect as if each were separately stated herein and made as of the date hereof.
- B. Borrower and Guarantor(s) hereby (i) ratify, affirm, reaffirm, acknowledge, confirm and agree that each and every Loan Document to which each is a party represents the valid, enforceable and collectible obligation of it, (ii) acknowledge that there are no existing claims, defenses or rights of set off with respect to any of the Loan Documents, (iii) acknowledge that each of the Loan Documents is in full force and effect and enforceable against Borrower and Guarantor(s) in accordance with its terms and (iv) acknowledge, represent and warrant that no Event of Default or Potential Event of Default (as such terms are defined in the Loan Documents) currently exists.
- C. Borrower and Guarantor(s) agree this Agreement modifies the Loan Documents and in no way acts as a release or relinquishment of the Liens on all of the Property not released hereunder, but rather such Liens are hereby renewed, extended, ratified, confirmed, and carried forward by Borrower and Guarantor(s) in all respects.
- D. Guarantor(s) hereby consent to the execution and delivery of this Agreement, and to all of the matters set forth in this Agreement. Additionally, Guarantor(s) hereby agree that this Agreement in no way acts as a release or relinquishment of his or her Guaranty, but rather each such Guaranty is renewed, extended, ratified, confirmed and carried forward by such Guarantor in all respects. Guarantor(s) further agree that (i) its liability under the Loan Documents shall not be reduced, altered, limited, lessened or in any way affected by the execution, delivery and performance of this Agreement except to the extent that its Guaranty is expressly amended by this Agreement and (ii) its Guaranty, as amended by this Agreement, is and shall remain enforceable in accordance with its terms.
- E. Borrower agrees to pay all costs and expenses incurred by Lender in connection with execution of this Agreement and administration of the Loan Documents and any other documents executed in connection herewith, including but not limited to: (i) title premium and recording charges to increase Lender's title insurance coverage to the increased amount; (ii) a one half of one percent (0.50%) Renewal fee on the original loan amount payable to Lender; (iii) a NA Modification fee payable to Lender on the increase; and (iv) Lender's attorneys fees for preparation of the loan documents. Borrower may be eligible for a one quarter of one percent (0.25%) reduction in the Renewal fee if Borrower satisfies Lender's conditions precedent by March 31, 2025, in Lender's sole discretion.
- F. Borrower and Guarantor(s) agree that any default by Borrower or Guarantor(s) in the performance of their obligations under this Agreement constitutes a default under the Loan Documents and will allow Lender to exercise all of its remedies set forth in the Loan Documents.
- G. Borrower and Guarantor(s) agree that, except as expressly modified herein, all of the terms and provisions of the Loan Documents are hereby ratified and reaffirmed.
- H. Borrower and Guarantor(s) agree that this Agreement shall be binding upon and inure to the benefit of Lender, Borrower, Guarantor(s) and their respective heirs, legal representatives, successors, and assigns. Borrower and Guarantor(s) agree further that:

Interim 2nd lien loan

Page 5 of 12



(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A "LOAN AGREEMENT" UNDER SECTION 26.02 OF THE TEXAS BUSINESS & COMMERCE CODE AND REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

#### (b) THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

- In consideration of Lender entering into this Agreement, and regardless of the reason for any loss, misplacement, or inaccuracy in any Loan documentation, Borrower(s) and Guarantor(s) agree as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of the Lender, Borrower(s) and Guarantor(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplace, misstated or inaccurate document(s). If the original Note is replaced, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original Note. All documents Lender requests of Borrower(s) or Guarantor(s) shall be referred to as "Replacement Documents". Borrower(s) and Guarantor(s) agree to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) or Guarantor(s) of a written request for such replacement. Borrower(s) and Guarantor(s) also agree that upon request Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the Loan, which for whatever reason was not previously collected. Borrower(s) or Guarantor(s) failure or refusal to comply with the terms of a request for correction or Replacement Documents may constitute a default under the Note and/or Loan Documents, and may give Lender the option of declaring all sums secured by the loan document immediately due and payable.
- J. This Agreement may be executed in any number of counterparts, each of which shall be deemed for all purposes an original, with the same effect as if all the signatures were upon the same instrument.
- K. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- L. This Agreement is executed and delivered as an incident to a lending transaction negotiated and consummated in Dallas County, Texas. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA).
- M. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN OR HAVING JURISDICTION WITH RESPECT TO DALLAS COUNTY, TEXAS, AND BORROWER WAIVES ANY OBJECTIONS THAT IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.
- N. Electronic Signatures and Electronic Format. Borrower and Guarantor(s) agree to accept and sign this Agreement using electronic signatures on a digital image of this Agreement as a true and correct original and admissible as best evidence to the extent permitted by applicable law, or a court or arbitrator with proper jurisdiction. Borrower and Guarantor(s) hereby waive any and all rights to claim, for any and all purposes whatsoever, that electronic signatures, electronic copies or imaged



Agreement in electronic format (i.e., " electronic means) will be as effective Borrower and Guarantor(s) will deliver the extent requested or required by Lei  EXECUTED on 10 day of 50	inals thereof. Delivery of an executed counterpart of this pdf", ".tif", ".jpeg", screenshot, DocuSign, or other similar as delivery of a manually-executed counterpart, provided, to Lender within thirty (30) days, original signature pages to oder. , 2025, and effective August 25, 2025 ("Effective
Date").	
BORROWER:	SHREEJI PROPERTY OF LAKE CITY LLC, a South Carolina limited liability company.  By:  PARIMAL PATEL, Managing Member
	SHREEJI DONUTS OF LAKE CITY LLC, a South Carolina limited liability company  By:  PARIMAL PATEL, Managing Member
Signed, sealed and delivered in the Presence of the following witnesses:	
Som Patt.	
Witness Signature (#1)	
Sonam Putel	
Witness Printed Name	
Viney Rebel	
Witness Signature (#2)	
Viny PATEL	
Witness Printed Name	

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Interim 2<sup>nd</sup> lien loan

Page 7 of 12

THE STATE OF SOUTH CAROLINA N.C. COUNTY OF Cumberland

#### **ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this to day of section 2025, by PARIMAL PATEL, the Managing Member of the above SHREEJI PROPERTY OF LAKE CITY LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY. Further, I have verified that pursuant to SC Code Section 26-1-120(E), "The subscribing witness identified above who witnessed the principal sign the instrument or witnessed the principal acknowledge his/her signature on the instrument is not a party to or beneficiary of the transaction."

LENORA A. WILLIAMS NOTARY PUBLIC CUMBERLAND COUNTY NORTH CAROLINA

Notary Public, State of South Caroline LAW N.C.
My commission expires: 03 | 27 | 2027
(Place Notary Seal Below)

THE STATE OF SOUTH GAROLINA N.C.

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ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this day of <u>September</u> 2025, by PARIMAL PATEL, the Managing Member of the above SHREEJI DONUTS OF LAKE CITY LLC, a South Carolina limited liability company. Further, I have verified that pursuant to SC Code Section 26-1-120(E), "The subscribing witness identified above who witnessed the principal sign the instrument or witnessed the principal acknowledge his/her signature on the instrument is not a party to or beneficiary of the transaction."

LENORA A. WILLIAMS
NOTARY PUBLIC
CUMBERLAND COUNTY
NORTH CAROLINA

Servick William

Notary Public, State of South Caroline LAW N.C. My commission expires: 03 | 21 | 20 27

(Place Notary Seal Below)

Interim 2nd lien loan

Page 8 of 12



GUARANTOR:	SHREEJI DONUTS, INC., a North Carolina corporation
L <sub>P</sub> w	By: PARIMAL PATEL, President
THE STATE OF SOUTH CAROLINA N.C.	§ ACKNOWLEDGMENT §
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The foregoing instrument was acknowledged before me this day of September 2025, by PARIMAL PATEL, the Managing Member of the above SHREEJI DONUTS OF LAKE CITY LLC, a South Carolina limited liability company. Further, I have verified that pursuant to SC Code Section 26-1-120(E), "The subscribing witness identified above who witnessed the principal sign the instrument or witnessed the principal acknowledge his/her signature on the instrument is not a party to or beneficiary of the transaction."

LENORA A. WILLIAMS
NOTARY PUBLIC
CUMBERLAND COUNTY
NORTH CAROLINA

Notary Public, State of South Carolina i AW N.C.
My commission expires: 03 | 27 | 2227
(Place Notary Seal Below)

Interim 2<sup>nd</sup> lien loan

Page 9 of 12

GUARANTOR:	SHREEJI DONUTS IN N.C., a North Carolina corporation  By:  PARIMAL PATEL, President
PATEL, the Managing Member of the above SHR liability company. Further, I have verified that purs	S ACKNOWLEDGMENT  S ACKNOWLEDGMENT  S ACKNOWLEDGMENT  S ACKNOWLEDGMENT  S S ACKNOWLEDGMENT  2025, by PARIMAL  RELJI DONUTS OF LAKE CITY LLC, a South Carolina limited  uant to SC Code Section 26-1-120(E), "The subscribing witness  the instrument or witnessed the principal acknowledge his/her  ficiary of the transaction."
LENORA A. WILLIAMS  NOTARY PUBLIG  CUMBERLAND COUNTY  NORTH CAROLINA	Notary Public, State of South Gerolina Linu N.C. My commission expires: 0.3   27   20 27 (Place Notary Seal Below)

Interim 2<sup>nd</sup> lien loan

Page 10 of 12



**GUARANTOR:** 

PARIMAL PATEL

THE STATE OF SOUTH CAROLINA N.C.

COUNTY OF <u>Cumberland</u>

9

**ACKNOWLEDGMENT** 

The foregoing instrument was acknowledged before me this day of 2025, by PARIMAL PATEL. Further, I have verified that pursuant to SC Code Section 26-1-120(E), "The subscribing witness identified above who witnessed the principal sign the instrument or witnessed the principal acknowledge his/her signature on the instrument is not a party to or beneficiary of the transaction."

LENORA A. WILLIAMS

NOTARY PUBLIC

CUMBERLAND COUNTY

NORTH CAROLINA

Lewoul. William

Notary Public, State of South Carolina. LAW W. E, My commission expires: 23 27 2227

(Place Notary Seal Below)

Interim 2<sup>nd</sup> lien loan

Page 11 of 12



HOLDER OF NOTE AND LIEN:	LINCOLN CAPITAL MANAGEMENT, LLC, a Texas limited liability company  By:  By:  Name:  Book C Crawford  Title:
THE STATE OF TEXAS	§
COUNTY OF Dallas	§ §
This instrument was acknowledged before the the	e me on the <u>17</u> day of <u>Sufferbec</u> , 2025, by of <b>LINCOLN CAPITAL MANAGEMENT, LLC, a Texas li</b> mited
BUCHAN PUBLIC NO SOLO NATE OF TO SOLO ARY 10 LONG SOLO COMM. EXP.	Motary Public, State of Texas

#### **AFTER RECORDING RETURN TO:**

LINCOLN CAPITAL MANAGEMENT, LLC 16415 Addison Road, Suite 850 Addison, Texas 75001 Attention: Janet Chung

#### Exhibit "A"

Shreeji Proper	ty of Lake	City, LLC	:				
681 US 52 Hwy, 1	.03 acres +/-	, Lake City,	Florence	County,	South	Carolina 2	9560
	· · · · · · · · · · · · · · · · · · ·						~

Legal Property Description

All that certain piece, parcel or tract of land located on Highway 52, Lake City, South Carolina, being shown and designated as "Proposed Lot Area 44,980 square feet" or "1.03 acres" on the Plat of said property prepared by Commercial Site Design dated April 27th, 2022 and filed with the Office of the Clerk of Court for Florence County in Plat Book 108 at Page 44, with said plat being incorporated and made a part of this description by reference hereto.

Said plat being adopted and incorporated herein by reference, having such metes, bounds, courses and distances, as are delineated and shown on said Plat pursuant to S. C. Code Ann. 30-5-250, 1976, as amended.

TAX MAP NUMBER: 00196-31-183

DERIVATION:	This being the same	e property convey	ed unto Mortg	agor above by deed	d of
Willoughby Prope	erties, Inc., recorded	I herewith in Dee	d Book	_ at Page	
in the	Office of the Clerk	of Court for Flore	nce County, So	uth Carolina,	

