

SITE ACCESS FORM
AND
RELEASE AND WAIVER OF LIABILITY

Please read carefully and sign and accept below, prior to the site visit.

In consideration of being granted the right to access and inspect 507 W. Indiana St. and 201 Leanne Dr., Edon, OH (the "Premises"), and my voluntary decision to attend the Premises, I further agree and warrant as follows:

1. I hereby assume all risk of accidents, personal injury, death and property loss or damage sustained or incurred as a result of my presence at the Premises (including, but not limited to, during my participation in any site tours), including those caused as a result of negligence on the part of the Released Parties (as defined below).
2. I further agree to release, discharge, waive, indemnify and hold harmless from and against all liabilities, actions, causes of actions, suits, damages, losses, judgments, claims and demands whatsoever, in law or in equity, including legal fees and disbursements, which I or my heirs, executors, administrators, legal representatives, successors, or assigns may now or hereafter have against Spirit Realty Capital, Inc., Spirit SPE Manager, LLC, Spirit Master Funding IV, LLC, and each of its respective affiliates, subsidiaries, lenders, lessors, contractors, sub-contractors, and all principals, members, partners, shareholders, officers, directors, employees, agents and representatives of the foregoing, for any such personal injury, death or property damage (the "Released Parties").
3. I acknowledge that it is my sole responsibility to evaluate carefully the risks inherent in visiting the Premises and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others.
4. I acknowledge and agree that I shall not conduct any invasive tests or inspections on the Premises, and shall bear full responsibility, including costs and expenses, to repair any damage to the Premises as a result of my entry upon the Premises.
5. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
6. I agree that I will follow all the instructions specified by any onsite managers while remaining on the Premises. I agree to and accept the terms and conditions of any on site safety rules and regulations applicable to the Premises.

By signing this Site Access Form and Release and Waiver of Liability ("Release"), I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties. The undersigned represents and warrants that he/she is at least 18 years of age, and voluntarily agrees to all of the terms of this Release.

Signature

Print Name

Date