

Prepared by: Deborah E. Miller  
c/o Dollar Tree Stores, Inc.  
500 Volvo Parkway  
Chesapeake, VA 23320

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## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of March 24, 2021, by and between **DDRTC RIVER RIDGE LLC**, a Delaware limited liability company having an office at 3300 Enterprise Parkway, Beachwood, Ohio 44122 ("Landlord"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation having an office at 500 Volvo Parkway, Chesapeake, Virginia 23320 ("Tenant").

### Preliminary Statement

Landlord is the fee owner of certain real property and improvements situated in Jefferson County, Alabama and more particularly described on Exhibit A attached hereto (the "Land") on which is situated a shopping center known generally as River Ridge Shopping Center (the "Shopping Center").

As of the date hereof Landlord and Tenant have entered into a lease agreement (the "Lease") pursuant to which Landlord has leased to Tenant a portion of the Shopping Center (the "Premises") more particularly described therein. In connection with the Lease, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used in this Memorandum and not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all licenses, rights, privileges and easements appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately ten (10) years commencing on the Commencement Date (the "Original Lease Term"). Under the terms of the Lease, Tenant has the right to extend the Original Lease Term for four (4) separate and additional periods of five (5) years each after the expiration of the Original Lease Term.
3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:
  - a. Provisions set forth therein regarding Landlord's agreement not to lease, rent or occupy, or permit to be leased, rented or occupied, any portion of the Shopping Center other than the Premises for the operation of a single price point variety retail store or any other retail store the Principal Business of which is the operation of a single price point variety retail store;
  - b. Provisions set forth therein regarding Landlord's agreement not to permit any occupant of the Shopping Center other than Tenant to operate their premises for any of the following uses:

- i. Variety retail operations with the word "Dollar" or any derivation, abbreviation, slang, symbol or combination thereof (or their respective equivalents in any other language) in their trade name; or
- ii. A store operating as "Big Lots", or
- iii. A store operating as "Michael's", or
- iv. Any of the uses described on Exhibit F attached hereto.

As used in the Lease, with regard to any premises, a business is a "Principal Business" if the merchandise or categories of merchandise in question are sold in the aggregate in twenty-five percent (25%) or more of the sales floor area of the premises (including one-half [1/2] of the adjacent aisle space);

- c. provisions set forth therein regarding Tenant's right to install and maintain signage upon the Premises and upon certain pylon signs of the Shopping Center;
- d. provisions set forth therein regarding certain areas of the Shopping Center in which no improvements are to be constructed and no alterations are to be made; and
- e. Provisions prohibiting construction or alterations to any exterior portion of the Shopping Center during the months of October, November and December.

4. In addition to those terms set forth above, the Lease contains numerous other terms, covenants and conditions which likewise affect the Premises and the Shopping Center and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be signed as of the date and year first above written.

LANDLORD

DDRTC RIVER RIDGE LLC

a Delaware limited liability company

By: [Signature]

Name: Ryan Bean

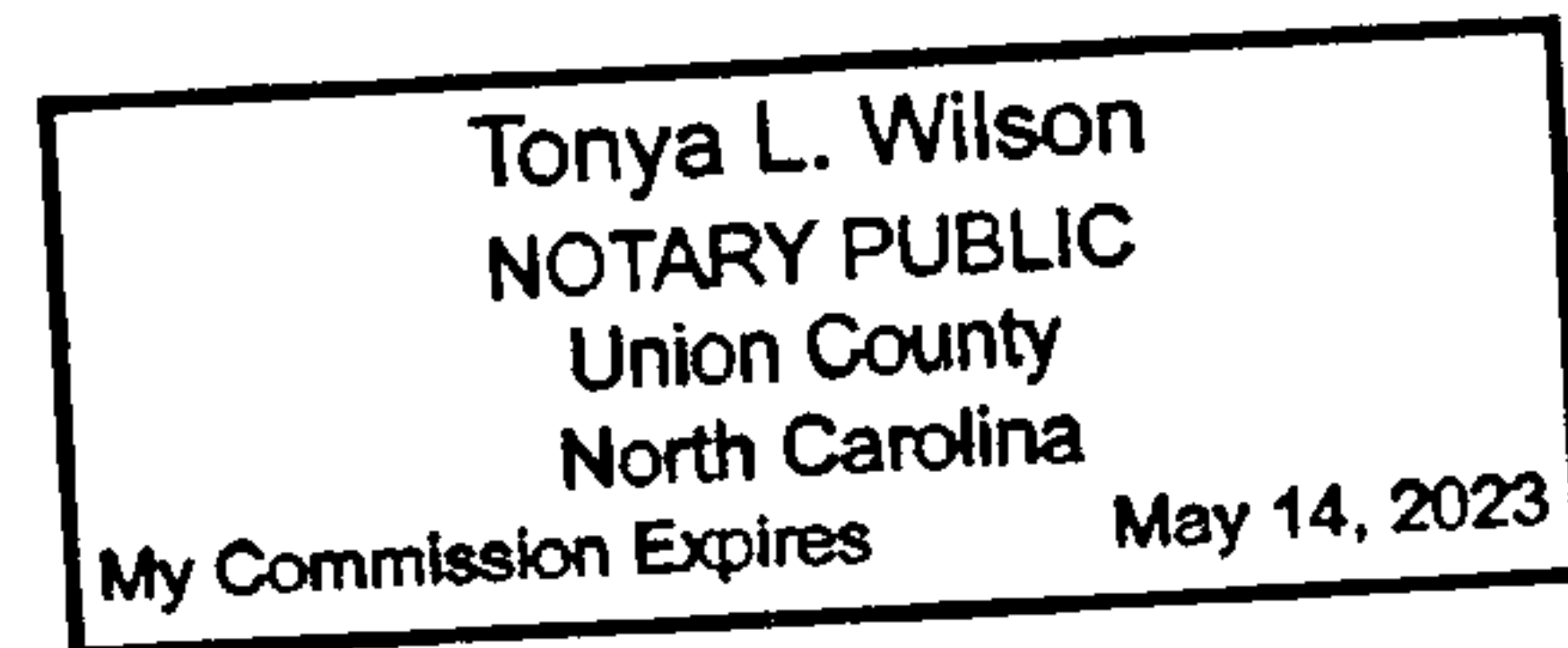
Title: Authorized signed

Landlord's Acknowledgment

STATE OF (North Carolina) ) SS.  
COUNTY (Union)

The foregoing instrument was acknowledged before me, a Notary Public, this 6 day of [April], 2021, by Ryan Bean, the Auth. Signor of DDRTC River Ridge LLC.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: May 14, 2023



TENANT

DOLLAR TREE STORES, INC.,  
a Virginia corporation

By: 

Name: Bruce A. Walters  
Chief Development Officer

Title: \_\_\_\_\_

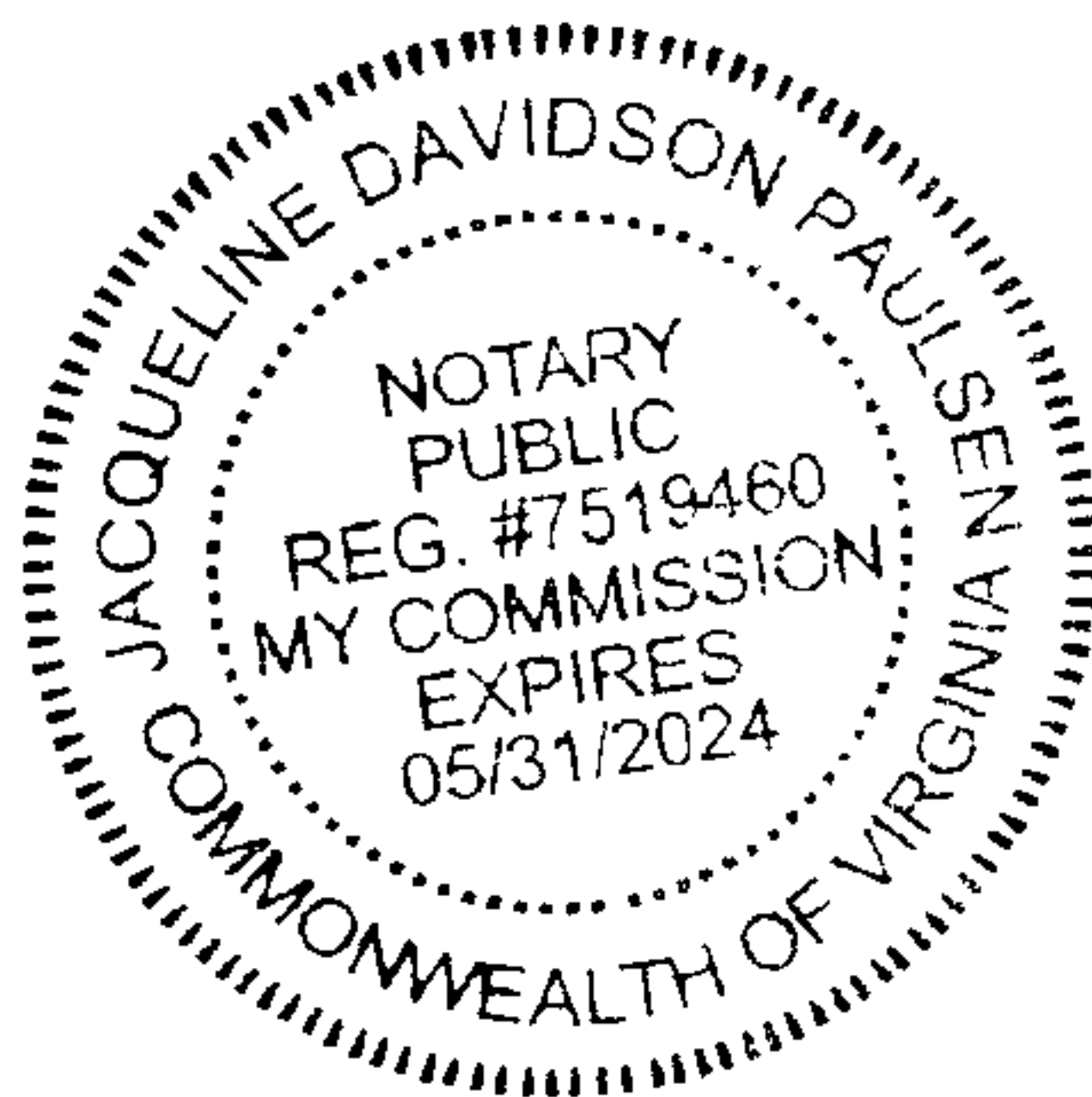
Tenant's Acknowledgment

STATE OF VIRGINIA

) SS.

CITY OF CHESAPEAKE

The foregoing instrument was acknowledged before me, a Notary Public, this 15<sup>th</sup> day of March, 2021, by Bruce A. Walters, the Chief Development Officer of Dollar Tree Stores, Inc.



Jacqueline Davidson Paulsen  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 05/31/2024

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION APPERS ON FOLLOWING 3 PAGES

**20210513000237770 05/13/2021 11:42:15 AM GRLEASE 5/10**

**Parcel I:**

**Lot 3-A , according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.**

**Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and**

**Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and**

**Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and**

**Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.**

**Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.**

**Parcel II:**

**Lot 5, according to the Survey of River Ridge Plaza, as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama.**

**Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and**

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County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lots 3-B, according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.

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EXHIBIT F  
Prohibited Uses

Any one or more of the following uses:

1. A flea market or pawn shop;
2. A bar, pub, nightclub, music hall or disco in which less than 50% of the space or 50% of the revenue is devoted to and derived from food service located within 150 feet from the front door of the Premises;
3. A bowling alley, billiard, pool or bingo parlor located within 150 feet from the front door of the Premises;
4. An arcade, pinball or computer game room (provided that retail facilities which are otherwise not prohibited or restricted may operate no more than six (6) such electronic games incident to their primary business) located within 150 feet from the front door of the Premises;
5. A facility for the sale or rental of used goods (including thrift shops, secondhand or consignment stores) except for a first class consignment store such as, by way of example, Plato's Closet or Once Upon a Child and same is located at least 150 feet from the Premises;
6. A training or educational facility (including, without limitation, a beauty school, barber college, reading room, driving school, or other facility catering primarily to students or trainees rather than customers) located within 150 feet from the front door of the Premises;
7. A massage parlor (which shall not be construed to mean a business of the type commonly referred to as a "day spa"), and except for a nationally recognized and reputable spa, such as Massage Envy, that does not provide or offer illegal, illicit services, or massages of a sexual nature and which is located more than 150 feet from the front door of the Premises;
8. A funeral home;
9. A gymnasium, sport or health club located within 150 feet from the front door of the Premises;
10. A facility for the sale of paraphernalia for use with illicit drugs;
11. A retail store, dispensary, or any other facility where marijuana products are grown, manufactured, or distributed;
12. A facility for the sale or display of pornographic material;
13. A lingerie bar, "go go" bar or other similar establishment;
14. A Laundromat except for a green facility such as Tide or one that does not utilize on site cleaning provided that a backflow preventer is installed on the Premises and such Laundromat is located at least 150 feet from the front door of the Premises;
15. An off-track betting parlor;
16. A carnival, amusement park or circus;
17. A gas station, car wash or auto repair or body shop;
18. A facility for the sale of new or used motor vehicles, motorcycles, trailers or mobile homes;
19. A skating rink located within 150 feet from the front door of the Premises;

20. A banquet hall, auditorium or other place of public assembly;
21. A hotel or residential facility located within 150 feet from the front door of the Premises;
22. A theater of any kind located within 150 feet from the front door of the Premises;
23. Any use that creates reasonably objectionable or obnoxious odor located within 150 feet from the front door of the Premises; or
24. Other non-retail uses except for office or storage facilities incidental to a primary retail operation.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/13/2021 11:42:15 AM  
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20210513000237770

*Allen S. Bayl*