

This instrument prepared by
(and after recording return to):
Kenneth S. Picciano, Esq.
PUBLIX SUPER MARKETS, INC.
P.O. Box 407
Lakeland, FL 33802-0407

**THIRD AMENDMENT TO
MEMORANDUM OF LEASE**

FOR RECORDER'S USE ONLY

THIS THIRD AMENDMENT TO MEMORANDUM OF LEASE ("Amendment") is made and entered into as of the 30th day of January, 2023, by and between **ENCORE RETAIL BPTC, LLC**, a Delaware limited liability company ("Landlord"), and **PUBLIX ALABAMA, LLC**, an Alabama limited liability company ("Tenant"), with reference to the following facts:

A. Landlord (as successor in interest to Sharp Pelham, LLC, an Alabama limited liability company) and Tenant are parties to that certain Lease Agreement, dated July 6, 2007, as amended by that certain First Amendment to Lease Agreement dated September 20, 2007, and by that certain Second Amendment to Lease Agreement dated June 27, 2008 (the Lease Agreement, First Amendment and Second Amendment hereinafter collectively the "Lease"), whereby Landlord demises to Tenant, and Tenant hires from Landlord, certain Premises located in the Shopping Center commonly known as Pelham Towne Center, in Pelham, Shelby County, Alabama, as more specifically set forth in the Lease.

B. The Lease is evidenced by that certain Memorandum of Lease dated July 6, 2007, and recorded at Official Records Instrument #20071004000464330; as amended by that certain First Amendment to Memorandum of Lease dated September 20, 2007, and recorded at Official Records Instrument #20021004000464340; and as amended by that certain Second Amendment to Memorandum of Lease dated June 27, 2008, and recorded at Official Records Instrument #20080715000285300, all of the Public Records of Shelby County, Alabama (the "Memorandum").

C. Landlord and Tenant modified and amended the Lease as set forth in that certain Third Amendment to Lease Agreement dated on even date herewith. Landlord and Tenant now desire to modify and amend the Memorandum in accordance with the terms of the Third Amendment to Lease Agreement.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Paragraph 10 - Exclusive Uses. The second to last sentence of Paragraph 16.03(b) of the Lease as set forth in Paragraph 10 of the Memorandum is hereby deleted in its entirety and replaced with the following:

"In any event, not more than an aggregate of seven (7) restaurants and/or cocktail lounges, regardless of concept or parking intensive nature, shall be located within the Shopping Center and the Outparcels combined, nor shall a restaurant of any kind be located within ninety (90) feet of the Storeroom; provided, however, no more than three (3) of said seven (7) restaurants shall be located within the "in-line" shops and no more than four (4) of said seven (7) restaurants shall be located on Outparcels; provided further, no restaurant of any kind shall be located on Outparcel E."

Third Amendment to Memorandum of Lease
Page 2 of 4

2. Definitions; Effect on Memorandum of Lease. All capitalized terms in this Amendment, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Memorandum. Except as modified herein, the Memorandum of Lease remains unchanged. In the event of a conflict between the Memorandum and this Amendment, this Amendment shall control and govern.
3. Memorandum of Lease Ratified. The terms and provisions of the Memorandum of Lease, as modified by this Amendment, are hereby ratified and affirmed by the parties hereto.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same Amendment; provided, however, this Amendment shall not be effective until fully executed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING TWO (2) PAGES]

Third Amendment to Memorandum of Lease
Page 3 of 4

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective and duly authorized officers as of the day and year first written above.

LANDLORD:

ENCORE RETAIL BPTC, LLC,
a Delaware limited liability company

Christian Lewis
(Print Name) Christian Lewis

Ben Noel
(Print Name) Benjamin Noel
Two Witnesses

By: Yatin Gandhi
Name: Yatin Gandhi
Title: Director of the sole member

STATE OF TEXAS

COUNTY OF Colin

The foregoing instrument was signed, delivered, and acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 20th day of January, 2023, by Yatin Gandhi, Director of Encore Properties, Ltd., sole member of ENCORE RETAIL BPTC, LLC, a Delaware limited liability company, on behalf of the company. Such person (check one) ☒ is personally known to me or ☐ has produced a _____ as identification.

(NOTARY SEAL)




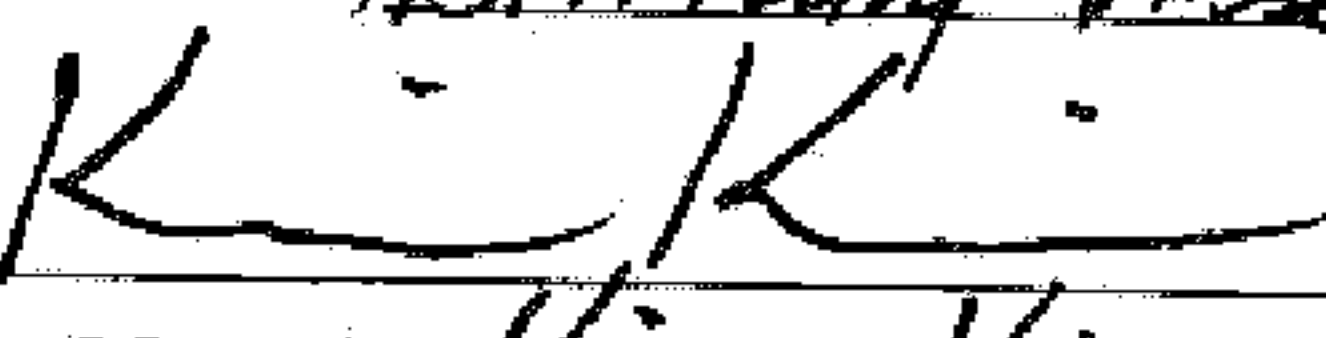
Terri Smith
Printed/typed name: Terri Smith
Notary Public-State of: Texas
My commission expires: 3/29/26
Commission number: 128221592


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Third Amendment to Memorandum of Lease
Page 4 of 4

TENANT:

PUBLIX ALABAMA, LLC,
an Alabama limited liability company

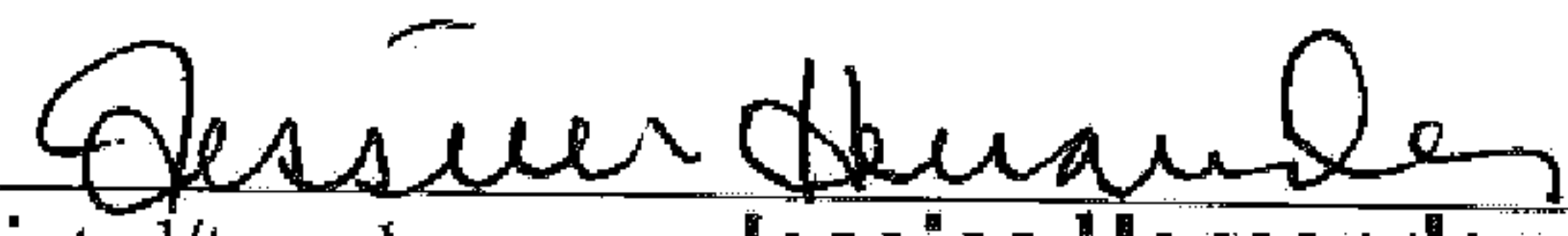

(Print Name) Brittany Kiseloff

(Print Name) Kim Kinard
Two Witnesses

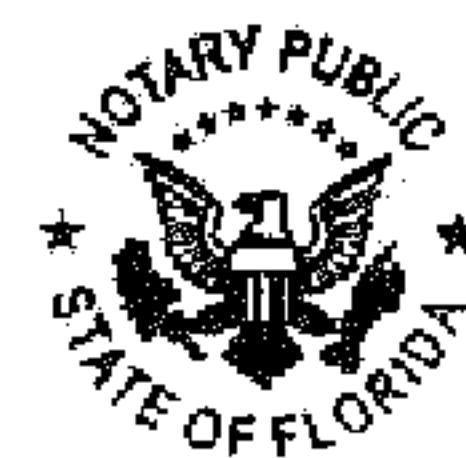
By: 
Bridgid A. O'Connor,
Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of January, 2023, by Bridgid A. O'Connor, Vice President of PUBLIX ALABAMA, LLC, an Alabama limited liability company, on behalf of the company. Such person ☒ is personally known to me or ☐ has produced a _____ as identification.

(NOTARY SEAL)

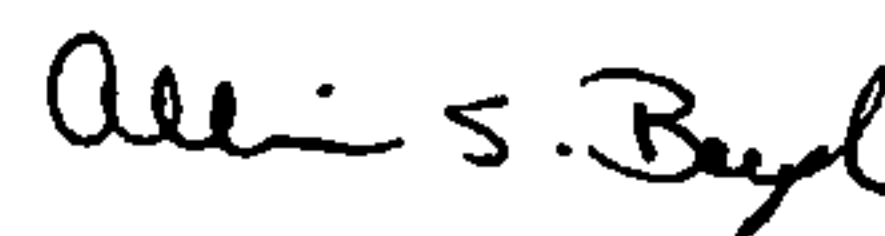

Printed/typed name: Jessica Hernandez
Notary Public-State of: _____
My commission expires: _____
Commission number: _____



JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/20/2023 02:30:43 PM
\$33.00 JOANN
20230320000076240



Pelham Towne Center, Pelham, Shelby County, Alabama (#1202)