

**THIRD AMENDMENT
TO LEASE AGREEMENT**

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into as of the 30th day of January, 2023, 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 demised to Tenant, and Tenant hired from Landlord, certain Premises consisting of a Storeroom, Sidewalk Area, and Service Area 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. Landlord and Tenant now desire to further modify and amend the Lease as set forth herein.

IN CONSIDERATION OF the sum of ten dollars (\$10.00), the foregoing facts, the mutual covenants, conditions and agreements set forth below, and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Amendment. The Lease is hereby amended as follows:
 - a. The second to last sentence of Paragraph 16.03(b) of the Lease 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."
2. Memorandum of Lease. Landlord and Tenant agree that at the request of either party, the other shall execute a third amendment to that certain Memorandum of Lease dated July 6, 2007, and recorded in Official Records as Instrument #20071004000464330, Public Records of Shelby County, Alabama, as amended by that certain First Amendment to Memorandum of Lease dated September 20, 2007, and recorded in Official Records as Instrument #20071004000464340, Public Records of Shelby County, Alabama, as further amended by that certain Second Amendment to Memorandum of Lease dated June 27, 2008, and recorded in Official Records as Instrument #20080715000285300. The cost of recording shall be borne by Landlord.
3. Definitions; Effect on Lease. All capitalized terms in this Amendment, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Lease. Except as modified herein, the Lease remains unchanged. In the event of a conflict between the Lease and this Amendment, this Amendment shall control and govern.
4. Tenant's Administrative Fees; Legal Fees; Counsel. Landlord hereby agrees to reimburse Tenant upon written demand for administrative, attorney's fees and legal expenses incurred by Tenant in conjunction with the negotiation, preparation, and execution of this Amendment. Landlord acknowledges and agrees that legal counsel employed by Tenant with regard to the negotiation, preparation, and execution of this Amendment represents Tenant and does not represent Landlord.
5. Lease Ratified. The terms and provisions of the Lease, as modified by this Amendment, are hereby ratified and affirmed by the parties hereto.
6. 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.

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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

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

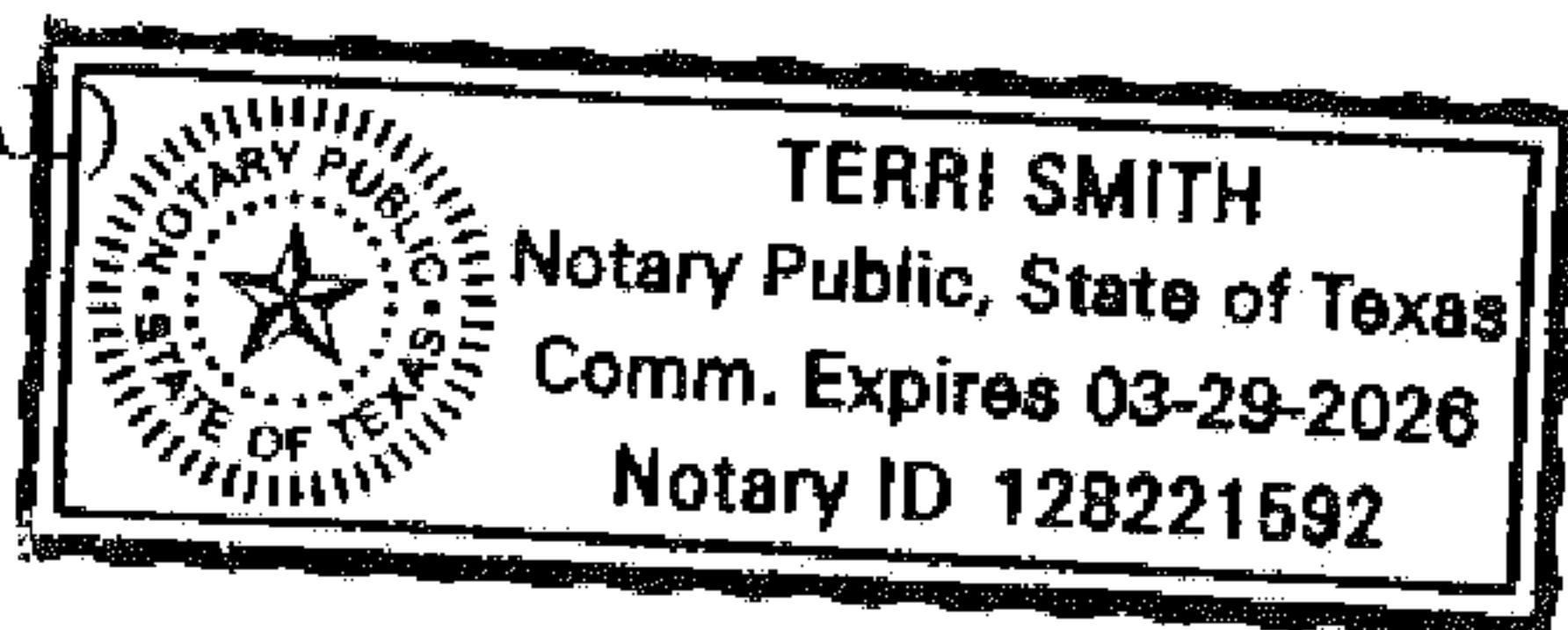
Christian Lewis
(Print Name) Christian Lewis
Ben Noel
(Print Name) Benjamin Noel
Two Witnesses

STATE OF TEXAS

COUNTY OF Collin

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 THE FOLLOWING PAGE]

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TENANT:

PUBLIX ALABAMA, LLC, an
Alabama limited liability company

[Signature]
(Print Name) Brittany Kisseloff

[Signature]
(Print Name) Kim Kinard
Two Witnesses

By: [Signature]
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)

[Signature]
Printed/typed name: Jessica Hernandez
Notary Public-State of Florida
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 02:30:44 PM
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[Signature]