

THIS INSTRUMENT WAS PREPARED BY:
Dana H. Hay, Esq.
Dollar Tree (Store No. 4579 - Alabaster, AL)
Attention: Erika Stolte – Real Estate Legal
500 Volvo Parkway
Chesapeake, VA 23320

FILE 1st

STATE OF ALABAMA

)

:

COUNTY OF SHELBY

)

RATIFICATION OF LEASE AGREEMENT

THIS RATIFICATION OF LEASE AGREEMENT (this "Ratification") is made effective as of the 21st day of October, 2024, by and between **PC SWEET HOME BAMA, LLC**, a Delaware limited liability company ("Landlord"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation, ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 29, 2010 (as amended and renewed, the "Lease"), for the lease of approximately 10,010 square feet in Landlord's shopping center known as Colonial Promenade located at 300 Colonial Promenade Parkway, Alabaster, AL 35007 (the "Premises") which is located on the land described on attached Exhibit A (the "Property");

WHEREAS, Landlord and Tenant desire to ratify and affirm the terms and conditions of the Lease, and reinstate the Lease for all purposes, and agree to execute this Ratification for the purpose of ratifying the execution, and for the purpose of ratifying and renewing the terms and provisions of, and confirming their respective obligations under the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties, intending to be legally bound hereby, agree as follows:

1. **Capitalized Terms**. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to such terms in the Lease.

2. **Ratification**. All of the terms and provisions of the Lease are hereby ratified, reinstated, and confirmed and are incorporated herein by reference in the same manner and to the same extent as if all of such terms and provisions were expressly set forth herein. Nothing contained in this Ratification shall be deemed, construed or implied to alter, modify or amend in any manner whatsoever any of the terms or provisions of the Lease.

3. **Counterpart Execution**. This Ratification may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereunto set their seals and cause this Ratification to be duly executed by their respective authorized officers, all as of the day and year first above written.

LANDLORD:

PC SWEET HOME BAMA, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

Florida
STATE OF ~~ALABAMA~~)
COUNTY OF Duval)

I, the undersigned Notary Public in and for said County in said State or for the State at Large, hereby certify that Franklin C. Galt, whose name as President of PC SWEET HOME BAMA, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he as such officer and with full authority, executed the same voluntarily for and as the act of the said PC SWEET HOME BAMA, LLC.

Given under my hand this the 21 day of October, 2024.

[NOTARIAL SEAL]



JAMIE LOUGHRY
Notary Public
State of Florida
Comm# HH185660
Expires 10/12/2025

Jamie Loughry
Notary Public
My commission expires: 10/15/2025

TENANT:

DOLLAR TREE STORES, INC.

a Virginia corporation

By: *Deborah E. Miller*

Name: Deborah E. Miller

Its: Vice President

COMMONWEALTH OF VIRGINIA)

CITY OF CHESAPEAKE)

I, the undersigned Notary Public in and for said City in said Commonwealth, hereby certify that **DEBORAH E. MILLER**, whose name as **VICE PRESIDENT** of **DOLLAR TREE STORES, INC.**, a Virginia corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of the said **DOLLAR TREE STORES, INC.**

Given under my hand this the *30th* day of September, 2024.

Erika L. Stolte

Notary Public

Name: Erika L. Stolte

My commission expires: June 30, 2027

[NOTARIAL SEAL]

ERIKA L STOLTE
NOTARY PUBLIC
REG. #8094524
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2027

Exhibit A

Legal Description

The following described property located in Shelby County, Alabama, to-wit:

Lots 1 and 3, according to the survey of Colonial Promenade, Alabaster Survey, as recorded in Map Book 35, page 102A and 102B, in the Probate Office of Shelby County, Alabama.

Together with rights, title and interest beneficial to the use and ownership of Lots 1 and 3 granted in the following documents:

Easements with covenants and restrictions affecting land as recorded in Instrument 20040507000243250 and First Amendment thereto recorded in Instrument 2004050700043260, in the Probate Office of Shelby County, Alabama.

Declaration of Covenants, Conditions and Restrictions and Operating Agreements as recorded in Instrument 20100916000304710, Instrument 20050705000331870, Instrument 20050627000315620, Instrument 20051031000564260, Instrument 20050923000494710 and Instrument 20050907000460460, in the Probate Office of Shelby County, Alabama.

Detention Facilities Maintenance Agreement as recorded in Instrument 20051013000534440, in the Probate Office of Shelby County, Alabama.

Alabaster Development Agreement as recorded in Instrument 20050712000346700, in the Probate Office of Shelby County, Alabama.

Declaration of Slope, Detention Pond and Construction Easement as recorded in Instrument 20040521000271360, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/30/2024 10:36:24 AM
\$31.00 JOANN
20241030000338910**

Allie S. Bayl