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Shelby Cnty Judge of Probate, AL
10/30/2024 11:09:24 AM FILED/CERT

Requested By,
Prepared By,
After Recording, Return to:
Dana H. Hay, Esq.
Dollar Tree (No. 4579, Alabaster, AL)
Attention: Lease Admin – Erika Stolte
500 Volvo Parkway
Chesapeake, VA 23320

Instrument No. 20151021000366950
Parcel No. 23 1 01 4 001 001.008
Written Renewal

(The Above Space for Recorder's Use Only)

FILE 2ND

MEMORANDUM OF LEASE

THIS **MEMORANDUM OF LEASE** ("Memorandum"), made as of October 21, 2024, by and between **PC SWEET HOME BAMA, LLC**, a Delaware limited liability company, having an office at c/o Gatlin Development Co., Inc., 7775 Baymeadows Way, Suite 300, Jacksonville, Florida 32256 ("Landlord"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation, having an office at Attention: Lease Administration Department, 500 Volvo Parkway, Chesapeake, Virginia 23320 ("Tenant").

Preliminary Statement

Landlord is the fee owner of certain real property and improvements situated in the City of Alabaster, County of Shelby, State of Alabama, and more particularly described on **Exhibit A** attached hereto (the "Land") on which is situated a shopping center (the "Shopping Center"), known generally as Colonial Promenade, located at 300 Colonial Promenade Parkway, Alabaster, AL 35007.

Landlord as successor in interest and Tenant are parties to that certain Lease Agreement dated November 29, 2010, as amended by that certain (i) First Amendment to Lease Agreement dated May 4, 2011 and (ii) Second Amendment to Lease Agreement dated June 10, 2020, (collectively, the "Lease"), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center containing approximately 10,010 square feet of leasable space (the "Demised Premises") more particularly described therein and identified by Dollar Tree as Store No. #4579.

In connection with the Lease, Landlord and Tenant have entered into this Memorandum of Lease (this "Memorandum") to confirm the demise of the Demised 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 Demised 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 term expiring April 30, 2026 (the "Current Term"). Under the terms of the Lease, Tenant has the right to extend the term of the Lease for one (1) additional period of five (5) years after the expiration of the Current Term.

3. This Memorandum 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 exclusive use rights with respect to its business in the Shopping Center;
- b. provisions set forth therein regarding Tenant's right to install and maintain signage upon the Demised Premises and upon certain pylon signs;
- c. provisions set forth therein regarding certain paved, marked and lighted parking, service or access areas.

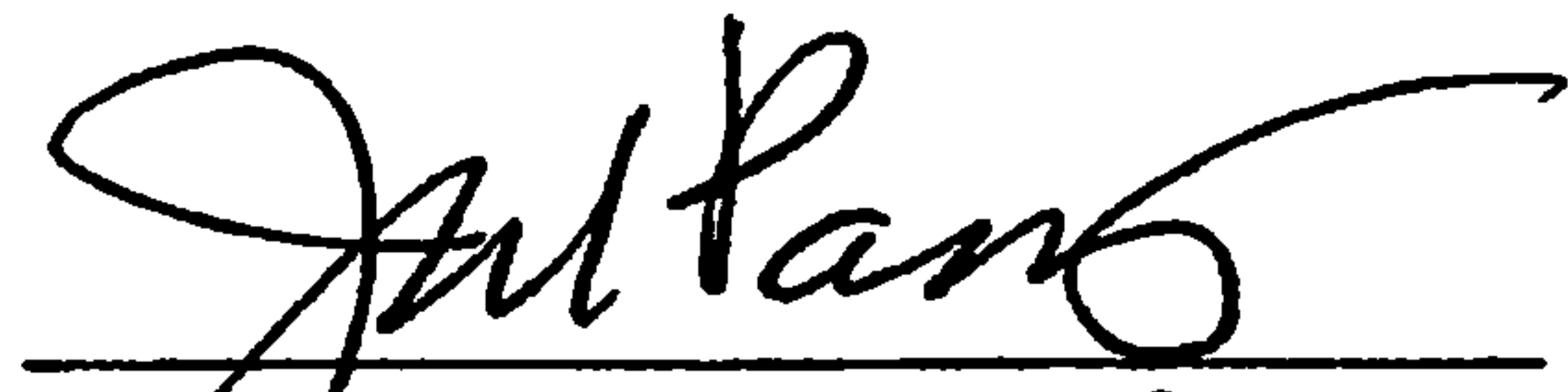
4. In addition to those terms set forth above, the Lease contains numerous other terms, covenants and conditions which likewise affect the Demised Premises and the Shopping Center and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum 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.


[Remainder of page intentionally left blank; signature pages to follow]

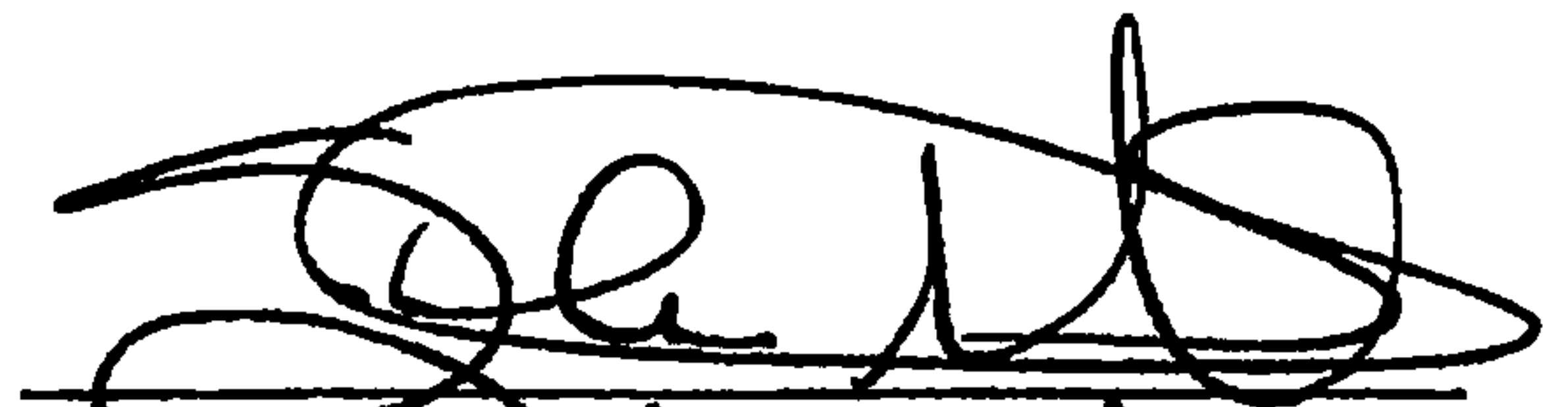
IN WITNESS WHEREOF, Landlord and Tenant have caused this Amended and Restated Memorandum of Lease to be signed as of the date and year first above written.

WITNESS**LANDLORD**

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


Print Name: Julie Passalunghi

By: 
Name: Franklin C. Gath
Title: President


Print Name: Shalee Martin

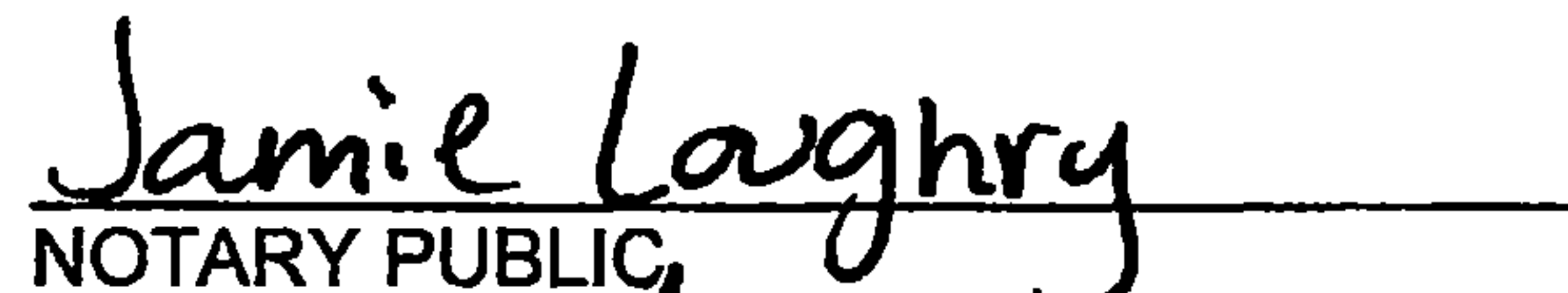
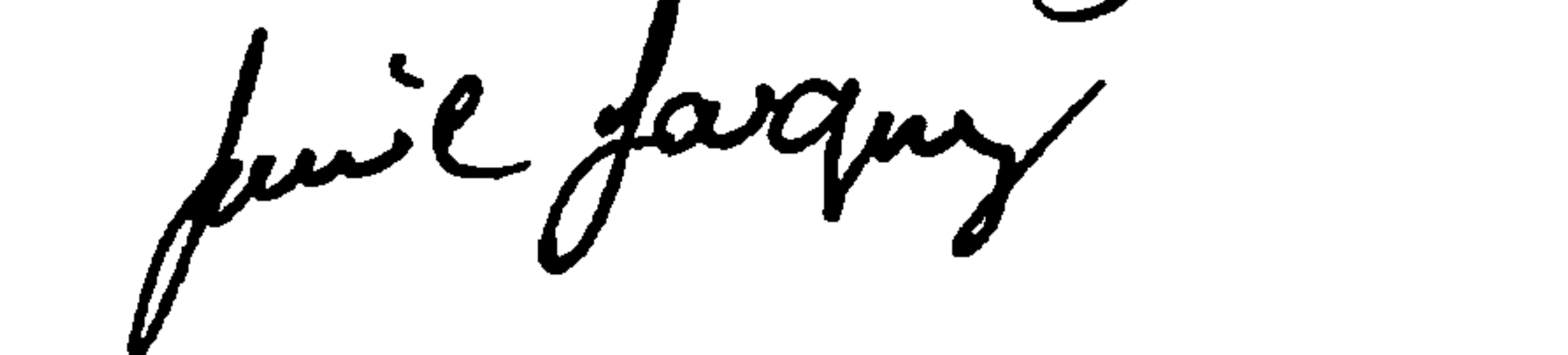
Landlord's Acknowledgment

STATE OF Florida
COUNTY Duval) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 21
day of October, 2024, by Franklin C. Gath
the President of PC SWEET HOME BAMA, LLC, a Delaware
limited liability company.



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


NOTARY PUBLIC


TENANT

DOLLAR TREE STORES, INC.
a Virginia corporation

Lydia Ryan
Print Name: Lydia R. Ryan

By: Deborah E. Miller

Name: Deborah E. Miller

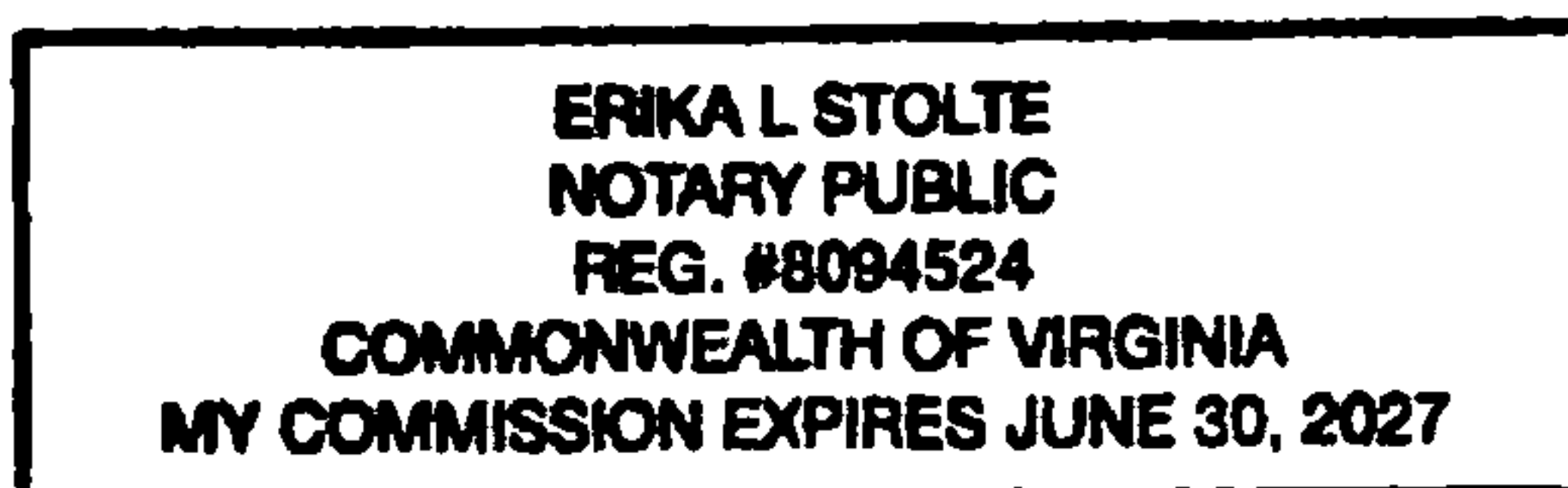
Title: Vice President


Print Name: Kylee Mallett

Tenant's Acknowledgment

COMMONWEALTH OF VIRGINIA)
) SS.
CITY OF CHESAPEAKE)

The foregoing instrument was acknowledged before me, a Notary Public, this 30th day of September, 2024, by Deborah E. Miller, Vice President of Dollar Tree Stores, Inc.





 NOTARY PUBLIC
 Name: Erika L. Stolte
 My commission expires: June 30, 2027

EXHIBIT A

LEGAL DESCRIPTION

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:

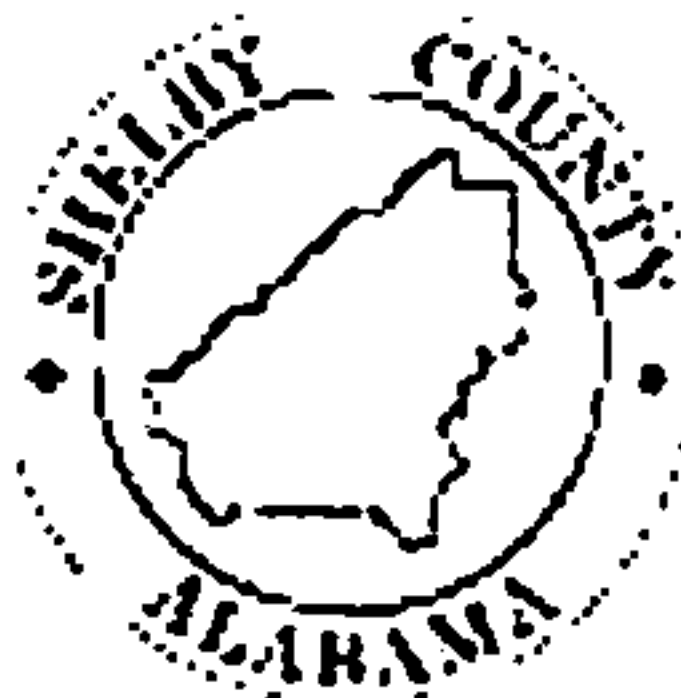
Easements with covenants and restrictions affecting land as recorded in Instrument 20040507000243250 and First Amendment thereto recorded in Instrument 2004050700043260, in the Probate Office of Shelby County, Alabama.

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**



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Allen S. Beyl