

Requested By,
Prepared By,
After Recording, Return to:
Dana H. Hay, Esq.
Dollar Tree (No. 8797, Birmingham, AL)
Attention: Lease Admin – Erika Stolte
500 Volvo Parkway
Chesapeake, VA 23320

Previously Recorded: 21210513000237770
Parcel No. 02 7 35 0 001 003.013
Written Renewal

(The Above Space for Recorder's Use Only)

**AMENDED AND RESTATED
MEMORANDUM OF LEASE**

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Memorandum"), made as of November 12, 2024, by and between **GC RIVER RIDGE, L.P.**, an Alabama limited partnership, having an office at c/o GCCG Management, LLC, Attn: Tonna Mally, 788 West Sam Houston Parkway North, Suite 206, Houston, Texas 77024 ("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 Birmingham, 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 River Ridge Shopping Center, located at 4606 US Hwy 280, Birmingham, AL 35242.

Landlord as successor in interest and Tenant, are parties to that certain Lease Agreement dated March 24, 2021, (the "Lease"), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center containing approximately 9,001 square feet of leasable space (the "Demised Premises") more particularly described therein and identified by Dollar Tree as Store No. #8797.

A Memorandum of Lease dated March 24, 2021 was previously executed by Landlord and Tenant and duly recorded by the Clerk of the Probate office of Shelby County on May 13, 2021 in Instrument 20210513000237770.

In connection with the Lease, Landlord and Tenant have entered into this Amended and Restated Memorandum of Lease (this "Memorandum") with the intent of superseding the terms

of any previously recorded Memorandum of Lease, 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 May 31, 2031 (the "Current Term"). Under the terms of the Lease, Tenant has the right to extend the term of the Lease for four (4) additional periods of five (5) years each 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 areas of the Shopping Center in which no improvements are to be constructed and no alterations are to be made; and
- d. provisions set forth therein regarding certain paved, marked and lighted parking, service or access areas and restrictions on certain parking intensive users.

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

GC RIVER RIDGE, L.P.,
an Alabama limited partnership

By: Gulf Coast GP, Inc.

It's general partner

Dora Scott

Print Name: Dora Scott

Sara Garcia

Print Name: Sara Garcia

By: Thomas H. Lile

Name: Thomas H. Lile

Title: President

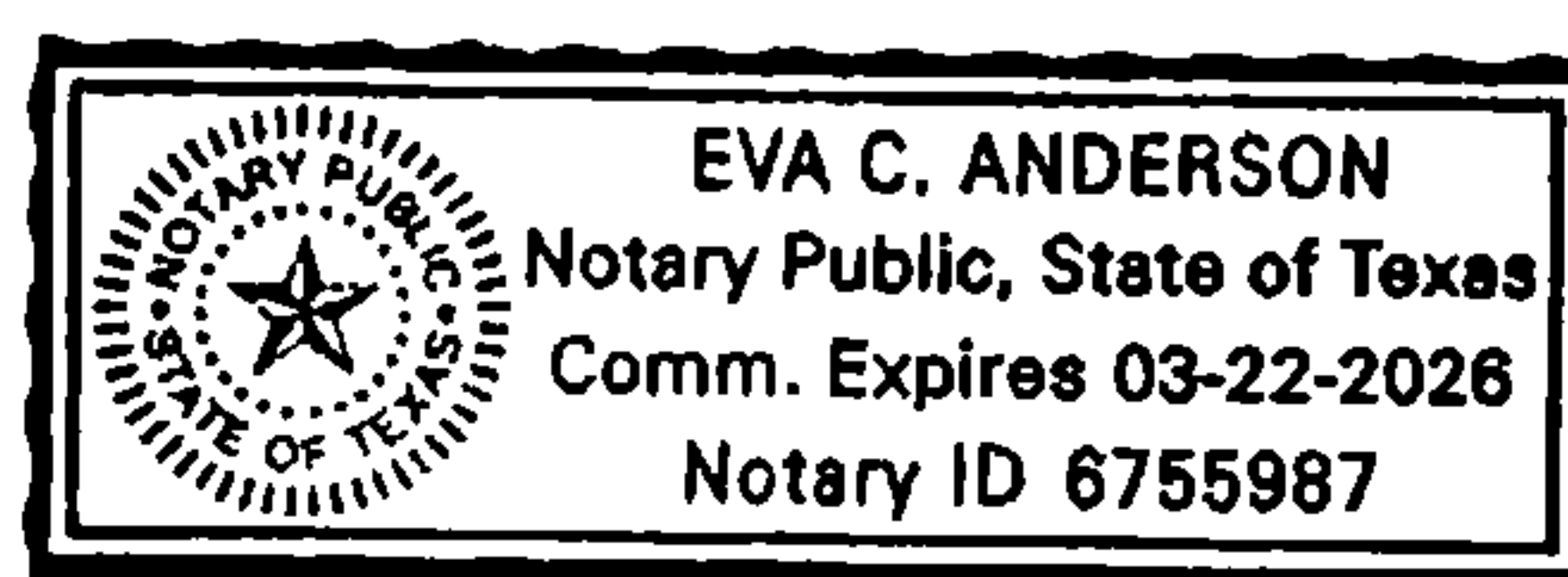
Landlord's Acknowledgment

STATE OF TEXAS)
) SS.

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me, a Notary Public, this 12th day of November, 2024, by Thomas H. Lile the President of Gulf Coast GP, Inc., general partner of GC RIVER RIDGE, L.P.

Eva C. Anderson
NOTARY PUBLIC



WITNESS

Carissa Hickstall

Print Name: Carissa Hickstall

Zoe Johnson

Print Name: Zoe Johnson

TENANT

DOLLAR TREE STORES, INC.
a Virginia corporation

By Deborah E. Miller

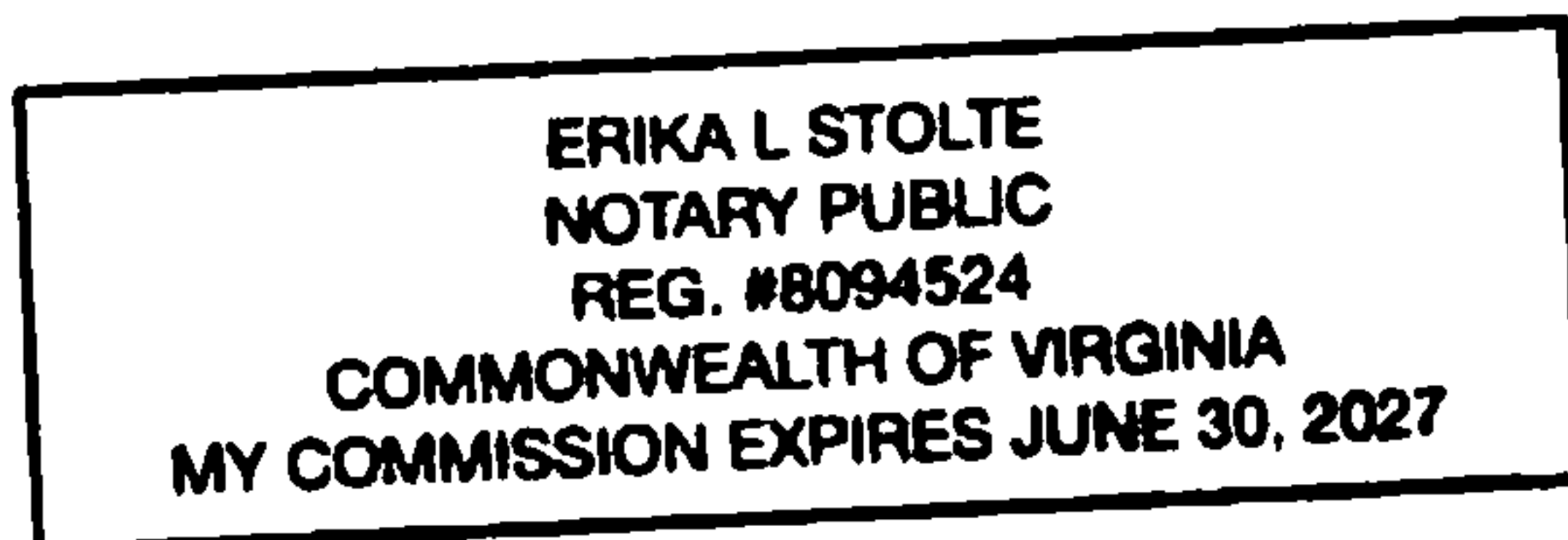
Name: Deborah E. Miller

Title: Vice President

Tenant's Acknowledgment

COMMONWEALTH OF VIRGINIA)
) SS.
CITY OF CHESAPEAKE)

The foregoing instrument was acknowledged before me, a Notary Public, this 16th day of ~~October~~ November, 2024, by Deborah E. Miller, Vice President of Dollar Tree Stores, Inc.



Erika L. Stolte

NOTARY PUBLIC

Name: Erika L. Stolte

My commission expires: June 30, 2027

Poor Quality

EXHIBIT A

LEGAL DESCRIPTION

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 6, 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

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

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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 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.

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 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

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 III:

Lots 3-8, 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.

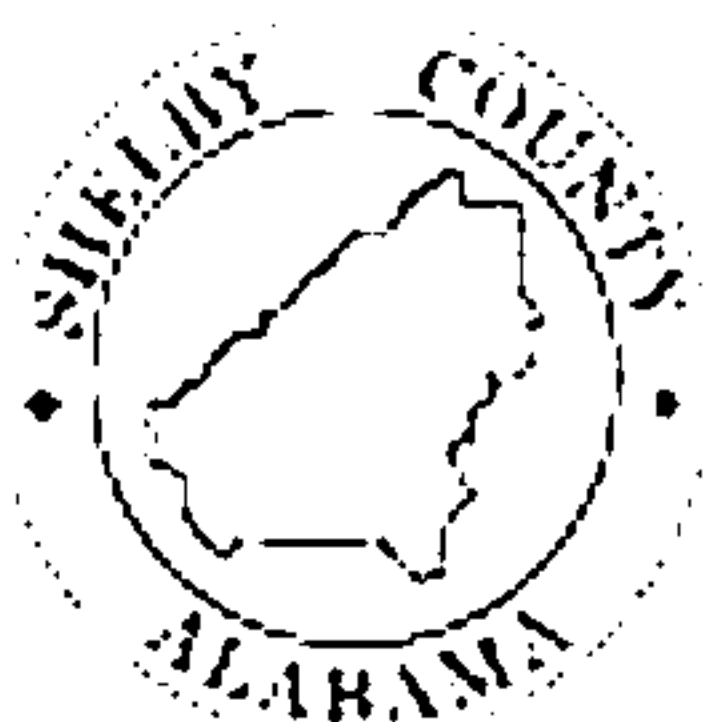
Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

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.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/19/2024 10:42:51 AM
 \$702.50 DANIEL
 20241119000358390

Allen S. Bayl