

Requested By,
Prepared By,
After Recording, Return to:
Dana H. Hay, Esq.
Dollar Tree (No. 0344, Birmingham, AL)
Attention: Lease Admin – Erika Stolte
500 Volvo Parkway
Chesapeake, VA 23320

Written Renewal

(The Above Space for Recorder's Use Only)

FILE 2ND

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum"), made as of October 11, 2024, by and between **BROOK HIGHLAND SC LLC, BROOK HIGHLAND SC TIC 1 LLC, BROOK HIGHLAND SC TIC 2 LLC, BROOK HIGHLAND SC TIC 3 LLC, BROOK HIGHLAND SC TIC 4 LLC, BROOK HIGHLAND SC TIC 5 LLC, BROOK HIGHLAND SC TIC 8 LLC, BROOK HIGHLAND SC TIC 9 LLC and BROOK HIGHLAND SC TIC 10 LLC**, each a Delaware limited liability company having an office at C/o First National Property Management, LLC 151 Bodman Place, Suite 201, Red Bank, NJ 07701 (collectively, "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 Brook Highland Plaza, located at 5287 Highway 280 South, Birmingham, AL 35242.

Landlord as successor in interest and Tenant are parties to that certain Lease Agreement dated October 27, 2000, as amended by that certain (i) Extension and Modification of Lease dated July 13, 2010, and (ii) Second Extension and Modification of Lease dated January 6, 2016 (collectively, the "Lease"), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center containing approximately 12,000 square feet of leasable space (the "Demised Premises") more particularly described therein and identified by Dollar Tree as Store No. #0344.

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 January 31, 2026 (the "Current Term"). Under the terms of the Lease, there are no remaining options to extend the term of the Lease 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
- 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 Memorandum of Lease to be signed as of the date and year first above written.

WITNESS

LANDLORD

Brook Highland SC, LLC, Brook Highland SC TIC 1 LLC, Brook Highland SC TIC 2 LLC, Brook Highland SC TIC 3 LLC, Brook Highland SC TIC 4 LLC, Brook Highland SC TIC LLC, Brook Highland SC TIC 8 LLC, Brook Highland SC TIC 9 LLC and Brook Highland SC TIC 10 LLC, each a Delaware limited liability company as tenants-in-common

Robyn Fitzgerald
Print Name: Robyn Fitzgerald

By: FNRP Realty Advisors LLC, a Delaware limited liability company, appointed Asset Manager for Landlord

R. C. Vandy
Print Name: R. C. Vandy

By: [Signature]

Kurt Padavano – Authorized Signatory
Andrew DeNardo

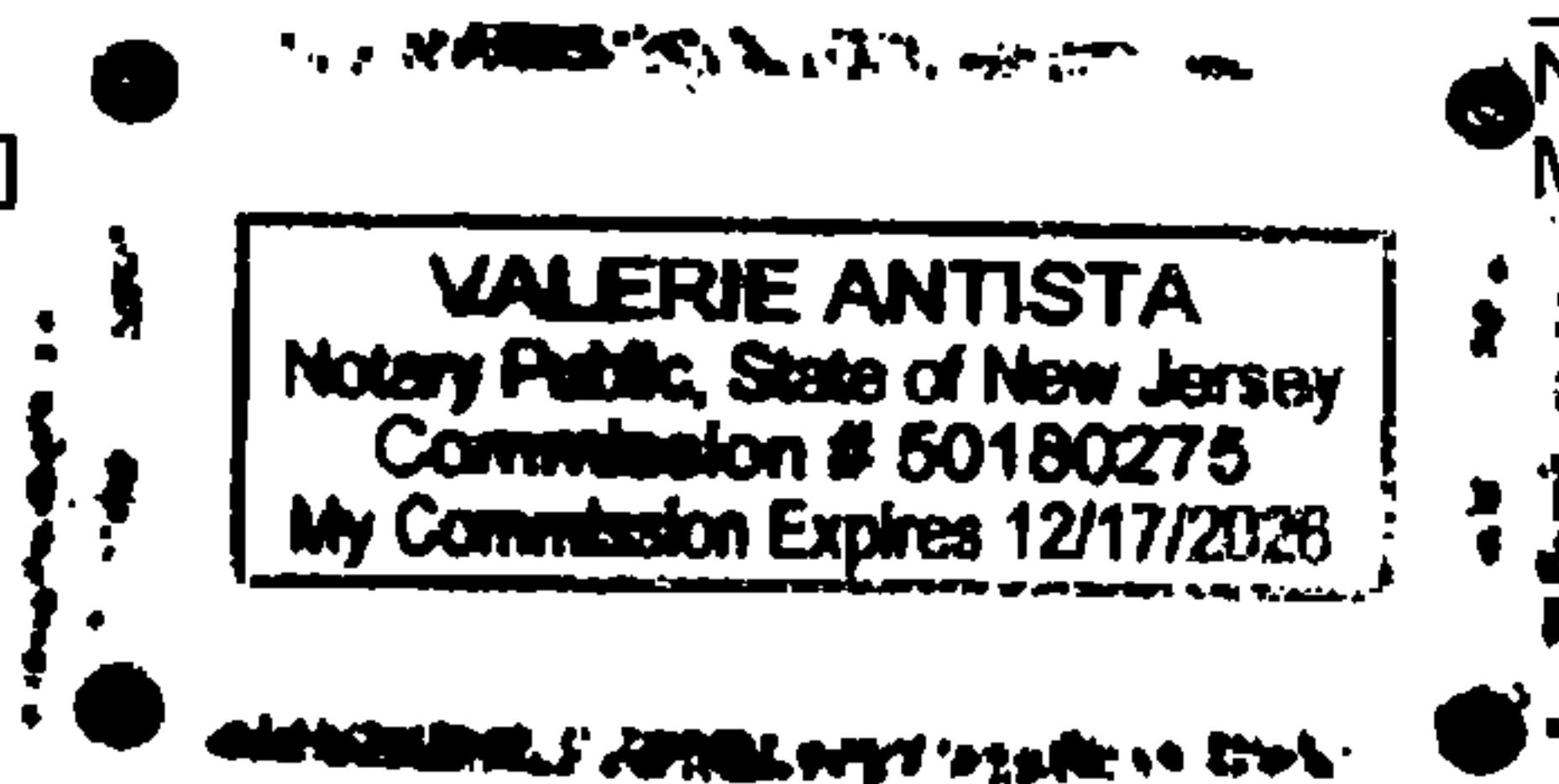
STATE OF New Jersey

COUNTY OF Monmouth

I, the undersigned Notary Public in and for said County in said State or for the State at Large, hereby certify that Andrew DeNardo whose name as Authorized Signatory of FNRP Realty Advisors LLC, a Delaware limited liability company, appointed Asset Manager for Landlord Brook Highland SC LLC, Brook Highland SC TIC 1 LLC, Brook Highland SC TIC 2 LLC, Brook Highland SC TIC 3 LLC, Brook Highland SC TIC 4 LLC, Brook Highland SC TIC 5 LLC, Brook Highland SC TIC 8 LLC, Brook Highland SC TIC 9 LLC and Brook Highland SC TIC 10 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 Brook Highland SC LLC, Brook Highland SC TIC 1 LLC, Brook Highland SC TIC 2 LLC, Brook Highland SC TIC 3 LLC, Brook Highland SC TIC 4 LLC, Brook Highland SC TIC 5 LLC, Brook Highland SC TIC 8 LLC, Brook Highland SC TIC 9 LLC and Brook Highland SC TIC 10 LLC.

Given under my hand this the 11th day of October, 2024.

[NOTARIAL SEAL]



Valerie Antista
Notary Public
My commission expires: 12/17/2026

EXHIBIT A**LEGAL DESCRIPTION**

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

PARCEL I:

Lot 1, according to the Survey of Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that part of Lot 1 which is now part of Lot 2A, according to the Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 1A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Lot 2A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL IV:

Lot 2B, according to the Amended Map of Lowe's Addition to Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

PARCEL V:

Lot 2A, according to the Amended Map of Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all of the beneficial rights and interests in the easements under the following Instruments:

Declaration of Easements and Restrictive Covenants (Brook Highland Development-1.35 acre Out Parcel) by AmSouth Bank, N.A., as Ancillary Trustee for NBNC National Bank of North Carolina, as trustee for the Public Employees Retirement System of Ohio, dated 8/2/1990, and recorded in Real 307, Page 985, in the Probate Office of Shelby County, Alabama.

Easement Agreement dated 10-12-1993, by and between AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, and Brook Highland Limited Partnership, a Georgia Limited Partnership recorded in Instrument 1993-32515, in the Probate Office of Shelby County, Alabama.

All beneficial rights in easements granted to Developers Diversified of Alabama, Inc., an Alabama corporation by the "Easement Agreement" dated 12-30-1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., as recorded in Instrument 1994- 37773 and in Instrument 1995-27233, in the Probate Office of Shelby County, Alabama.

Non-exclusive; perpetual right and easement in and to the common property as described in Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Book 307, Page 950, 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
12/13/2024 12:39:47 PM
\$1451.00 BRITTANI
20241213000383010

Allen S. Bayl