

Requested By,  
Prepared By,  
After Recording, Return to:  
Dana H. Hay, Esq.  
Dollar Tree (No. 8628, Helena, AL)  
Attention: Lease Admin – Erika Stolte  
500 Volvo Parkway  
Chesapeake, VA 23320

Instrument No. 20201207000557930  
Parcel No. 13 5 21 4 001 001.029  
Written Renewal

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(The Above Space for Recorder's Use Only)

**FILE 2<sup>ND</sup>**

**AMENDED AND RESTATED  
MEMORANDUM OF LEASE**

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Memorandum"), made as of December 16, 2024, by and between **DPG SHOPPING CENTERS, LLC**, an Alabama limited liability company, having an office at Attn: Michael Delaney, 225 Springhill Memorial Place, Mobile, Alabama 36608 ("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 Helena, 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"), located at 36 Steber Street, Helena, AL 35080.

Landlord and Tenant are parties to that certain Lease Agreement dated July 23, 2020, as amended by that certain (i) First Amendment to Lease Agreement dated December 2, 2020, and (ii) Second Amendment to Lease Agreement dated September 1, 2021, (collectively, the "Lease"), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center containing approximately 9,997 square feet of leasable space (the "Demised Premises") more particularly described therein and identified by Dollar Tree as Store No. #8628.

A Memorandum of Lease dated July 23, 2020 was previously executed by Landlord and Tenant but not recorded.

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 July 31, 2031 (the "Current Term"). Under the terms of the Lease, Tenant has the right to extend the term of the Lease for four (5) 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;
- 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.

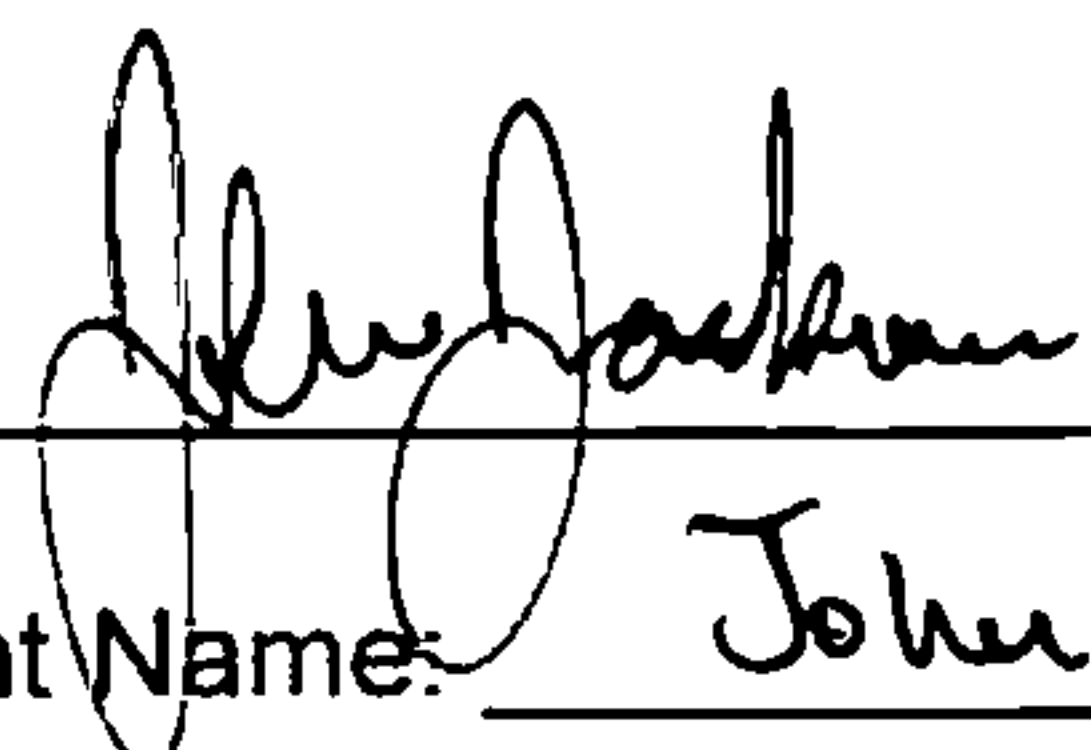
[Remainder of page intentionally left blank; signature pages to follow]


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**

**DPG SHOPPING CENTERS, LLC,**  
an Alabama limited liability company

  
\_\_\_\_\_  
Print Name: John Jackson

By:   
\_\_\_\_\_  
Name: Michael R. Delaney  
Title: Manager

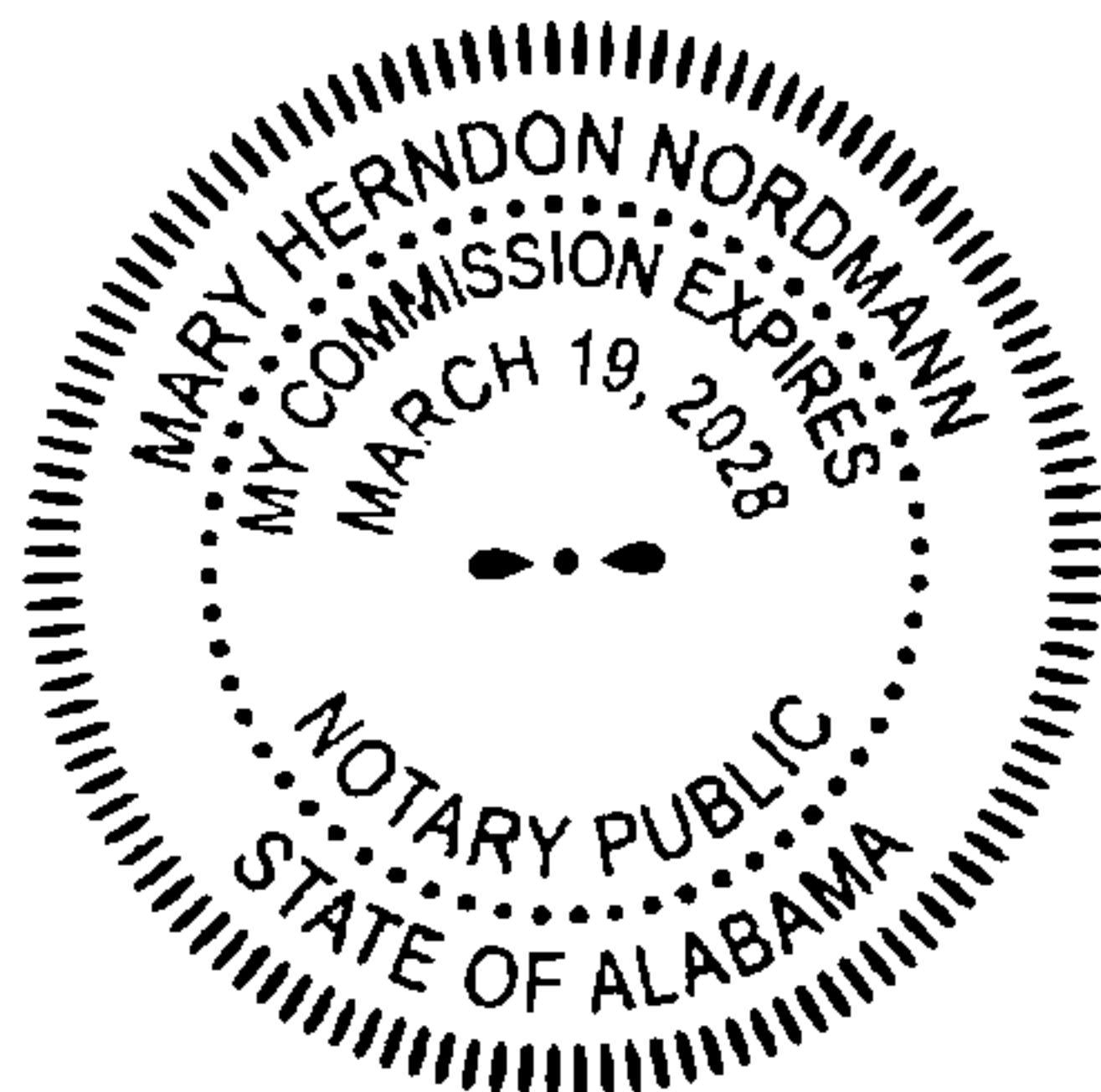
  
\_\_\_\_\_  
Print Name: Garrett Baker

Landlord's Acknowledgment

STATE OF Alabama )  
 ) SS.  
COUNTY Mobile )

The foregoing instrument was acknowledged before me, a Notary Public, this 16<sup>th</sup> day of December, 2024, by Michael R. Delaney, the Manager of **DPG SHOPPING CENTERS, LLC**, an Alabama limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC





**EXHIBIT A**

**LEGAL DESCRIPTION**

**Lot 2, according to the Survey of Big B Addition to Helene, as recorded in Map Book 21, Page 64, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Less and except the west 50 feet of said Lot 2.**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/22/2025 12:40:44 PM  
\$843.50 BRITTANI  
20250122000021750**

*Allie S. Bayl*