

*This instrument prepared by
(and after recording return to):*

John T. Dukes, Esq.
Helmsing, Leach, Herlong, Newman
& Rouse, P.C.
150 Government Street, Suite 2000
Mobile, Alabama 36602

**FOURTH AMENDMENT TO
MEMORANDUM OF LEASE**

FOR RECORDER’S USE ONLY

THIS FOURTH AMENDMENT TO MEMORANDUM OF LEASE (this “Amendment”) is made and entered into as of the 10th day of February, 2025 by and between **Twin Oaks Co., Inc.**, an Alabama corporation (“Landlord”) and **Publix Alabama, LLC**, an Alabama limited liability company (“Tenant”), with reference to the following facts:

A. Landlord (as successor in interest to Sharp Pelham, LLC, an Alabama limited liability company) and Tenant entered into that certain Lease Agreement dated July 6, 2007, as amended by First Amendment to Lease dated September 20, 2027, as further amended by that certain Second Amendment to Lease Agreement dated June 27, 2008, as further amended by that certain Third Amendment to Lease Agreement dated January 30, 2023, and as further amended by that certain Fourth Amendment to Lease Agreement dated July 26, 2024 (as amended, the “Lease”), whereby Landlord demised to Tenant, and Tenant hired from Landlord, certain premises consisting of a Storeroom, Sidewalk Area, and Service Area located in the shopping center known as Pelham Towne Center, Pelham, Shelby County, Alabama (the “Premises”), as more fully set forth in the Lease.

B. The Lease is evidenced by that certain Memorandum of Lease dated July 6, 2007, and recorded in Inst. #20071004000464330 of the Office of the Judge of Probate of Shelby County, Alabama (the “Probate Records”), as amended by that certain First Amendment to Memorandum of Lease dated September 20, 2007 recorded in Inst.# 20071004000464340 of the Probate Records, as further amended by

*Store #1202
Pelham Towne Center, Pelham, Shelby County, Alabama*

Second Amendment to Memorandum of Lease dated June 27, 2008 recorded in Inst.# 20080715000285300 of the Probate Records, and as further amended by Third Amendment to Memorandum of Lease dated January 30, 2023 recorded in Inst.#20230320000076240 of the Probate Records (collectively, the "Memorandum"); and

C. The Lease contains certain restrictions relating to other parcels owned by Landlord, including the Outparcels and Adjacent Property (defined in the Lease as real property adjoining or adjacent to the Shopping Center).

D. That certain real property described as "Lot 2B, according to the survey of Cole & Awtrey Resurvey, as recorded in Map Book 44, Page 9, in the Probate Office of Shelby County, Alabama," is part of the Adjacent Property subject to Adjacent Property restrictions as set forth in the Lease.

E. Landlord and Tenant now desire to modify and amend the Memorandum in accordance with the terms of the Fifth Amendment to Lease Agreement being entered into simultaneously herewith.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Adjacent Property Restrictions. Paragraph 18.02(a) of the Lease, entitled "Adjacent Property of Landlord," as set forth in the Memorandum is hereby amended to add the following sentence:

"Notwithstanding the foregoing, the prohibited use provisions of Article 16 of this Lease and restrictions set forth in Paragraph 18.01 of this Lease shall not prohibit the development of two (2) story homes not to exceed thirty-five (35) feet in height for residential use on that certain real property described as follows: Lot 2B, according to the survey of Cole & Awtrey Resurvey, as recorded in Map Book 44, Page 9, in the Probate Office of Shelby County, Alabama."

2. Definitions; Effect on Memorandum of Lease. All capitalized terms in this Amendment, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Memorandum. Except as modified herein, the Memorandum of Lease remains unchanged. In the event of a conflict between the Memorandum and this Amendment, this Amendment shall control and govern.

3. Memorandum of Lease Ratified. The terms and provisions of the Memorandum of Lease, as modified by this Amendment, are hereby ratified and affirmed by the parties hereto.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same Amendment; provided, however, this Amendment shall not be effective until fully executed by both parties.

[SIGNATURES ON FOLLOWING TWO (2) PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective and duly authorized officers as of the day and year first written above.

LANDLORD:

TWIN OAKS CO., INC., an Alabama corporation


By: 
1/17, 2025

STATE OF ALABAMA

COUNTY OF Baldwin

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that Paul Moore, whose name as President of Twin Oaks Co Inc, 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 the said conveyance he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of the said President.

Given under my hand and seal this the 17 day of January, 2025.


Notary Public
My Commission Expires: 3/12/2025
(Notary Seal)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



Signed and delivered
in my presence this 10th day
of February, 2025.

Hannah H
Print Name: Hannah H

Laine Mitchell
Print Name: Laine Mitchell

TENANT:

PUBLIX ALABAMA, LLC,
an Alabama limited liability company

By: Bridgid A. O'Connor
Bridgid A. O'Connor,
Vice President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of February, 2025, by BRIDGID A. O'CONNOR, Vice President of PUBLIX ALABAMA, LLC, an Alabama limited liability company, on behalf of the company. She ☒ is personally known to me or ☐ has produced a _____ as identification.

(NOTARY SEAL)



JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026

Jessica Hernandez
Printed/typed name: Jessica Hernandez
Notary Public-State of: _____
My commission expires: _____
Commission number: _____

4911-0133-7870, v. 1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/14/2025 10:27:52 AM
\$34.00 PAYGE
20250214000045230

Allen S. Bayl

Store #1202
Pelham Towne Center, Pelham, Shelby County, Alabama