

Requested By,
Prepared By,
After Recording, Return to:
J. Michael Luttrull, Esq.
Dollar Tree (No. 00344)
Attention: J. Bryant – Real Estate Legal
500 Volvo Parkway
Chesapeake, VA 23320

Previously recorded as: 20241213000383010
Deed Tax previously paid: \$1,451.00
Written Renewal

(The Above Space for Recorder's Use Only)

**SECOND AMENDED AND RESTATED
MEMORANDUM OF LEASE**

THIS SECOND AMENDED AND RESTATED MEMORANDUM OF LEASE (“ARMOL”), made as of this April 23rd, 2025, by and amongst **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 (each as tenants in common, collectively, the “Landlord”), having an address of c/o First National Property Management LLC, 151 Bodman, Place, Suite 201, Red Bank, New Jersey 07701 (“Landlord”), and **DOLLAR TREE STORES, INC.**, a Virginia corporation, having an address of Attention: Lease Administration - Store No. 00344, 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 (the “Land”) on which is situated a shopping center commonly known as Brook Highland Plaza (the “Shopping Center”), all as more particularly described on Exhibit A attached hereto.

Landlord, as successor in interest, and Tenant, are parties to that certain Lease dated October 27, 2000, as amended by that certain (i) Extension and Modification of Lease dated July 13, 2010, (ii) Second Extension and Modification of Lease dated January 6, 2016, and (iii) Third Extension and Modification of Lease dated April 15, 2025 (collectively, the “Lease”), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center (the “Premises”) more particularly described therein.

An Amended and Restated Memorandum of Lease dated October 11, 2024, was previously executed by Landlord and Tenant and duly recorded by the Clerk of the Probate office of Shelby County on December 13, 2024, Instrument No. 20241213000383010 (the “Prior ARMOL”)

In connection with the Lease, Landlord and Tenant have entered into this ARMOL with the intent of superseding the terms of the Prior ARMOL, to confirm the demise of the 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 ARMOL 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 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, 2036 (the "Current Term"). Under the terms of the Lease, Tenant has the right to extend the term of the Lease for two (2) additional periods of five (5) years each after the expiration of the Current Term.

3. This ARMOL 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 certain 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 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 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 ARMOL 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.

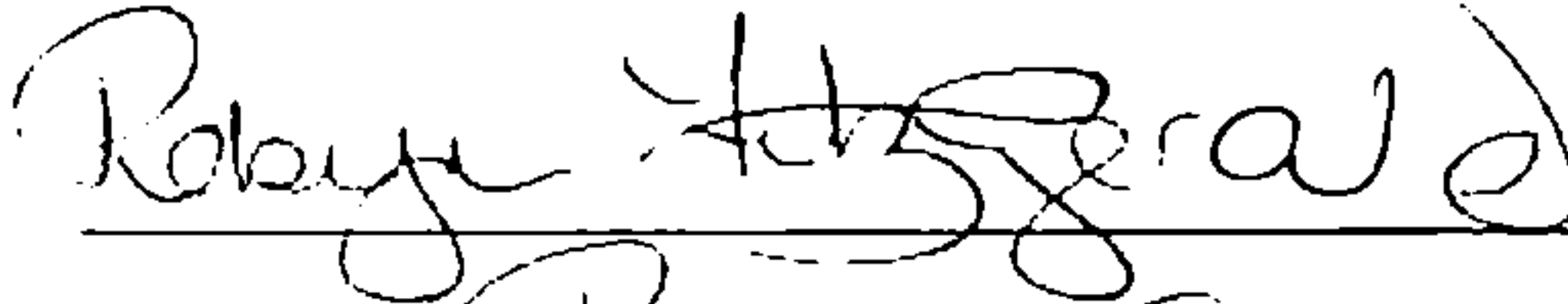
[Remainder of page intentionally left blank; signature pages to follow]

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

WITNESSES:**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, each a Delaware limited liability company as tenants-in-common

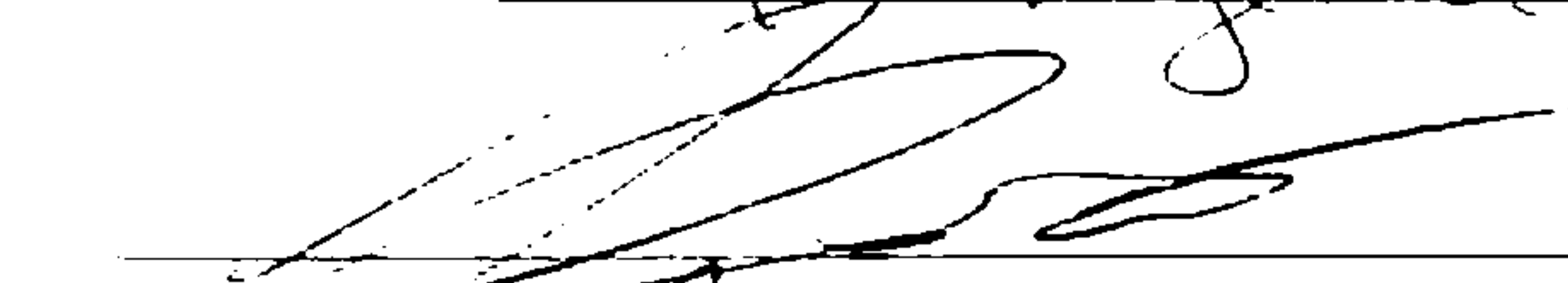
By: **FNRP REALTY ADVISORS LLC**, a Delaware limited liability company, appointed Asset Manager for Landlord


 Print Name: Robyn Fitzgerald

By: 

Name: Andrew J. Denardo

Title: Authorized Signatory

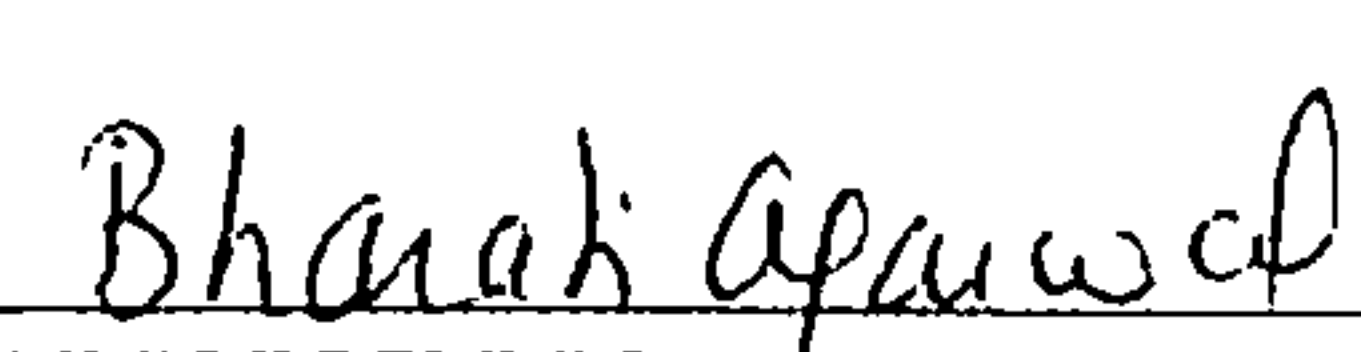

 Print Name: Rich Keeney

Landlord's Acknowledgment

STATE OF NJ)
) SS.
 COUNTY Monmouth)

The foregoing instrument was acknowledged before me, a Notary Public, this 23 day of April, 2025, by Andrew J. Denardo, the Auth Signatory of FNRP REALTY ADVISORS LLC, a Delaware limited liability company, appointed as Asset Manager for 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 as tenants-in-common.

[SEAL]


 NOTARY PUBLIC
 Name: BHARATI AGARWAL
 My Commission expires: 12-19-2027

WITNESSES:

Lydia Ryan
Print Name: Lydia Ryan

Kyle Morant
Print Name: Kyle Morant

TENANT:

DOLLAR TREE STORES, INC.
a Virginia corporation

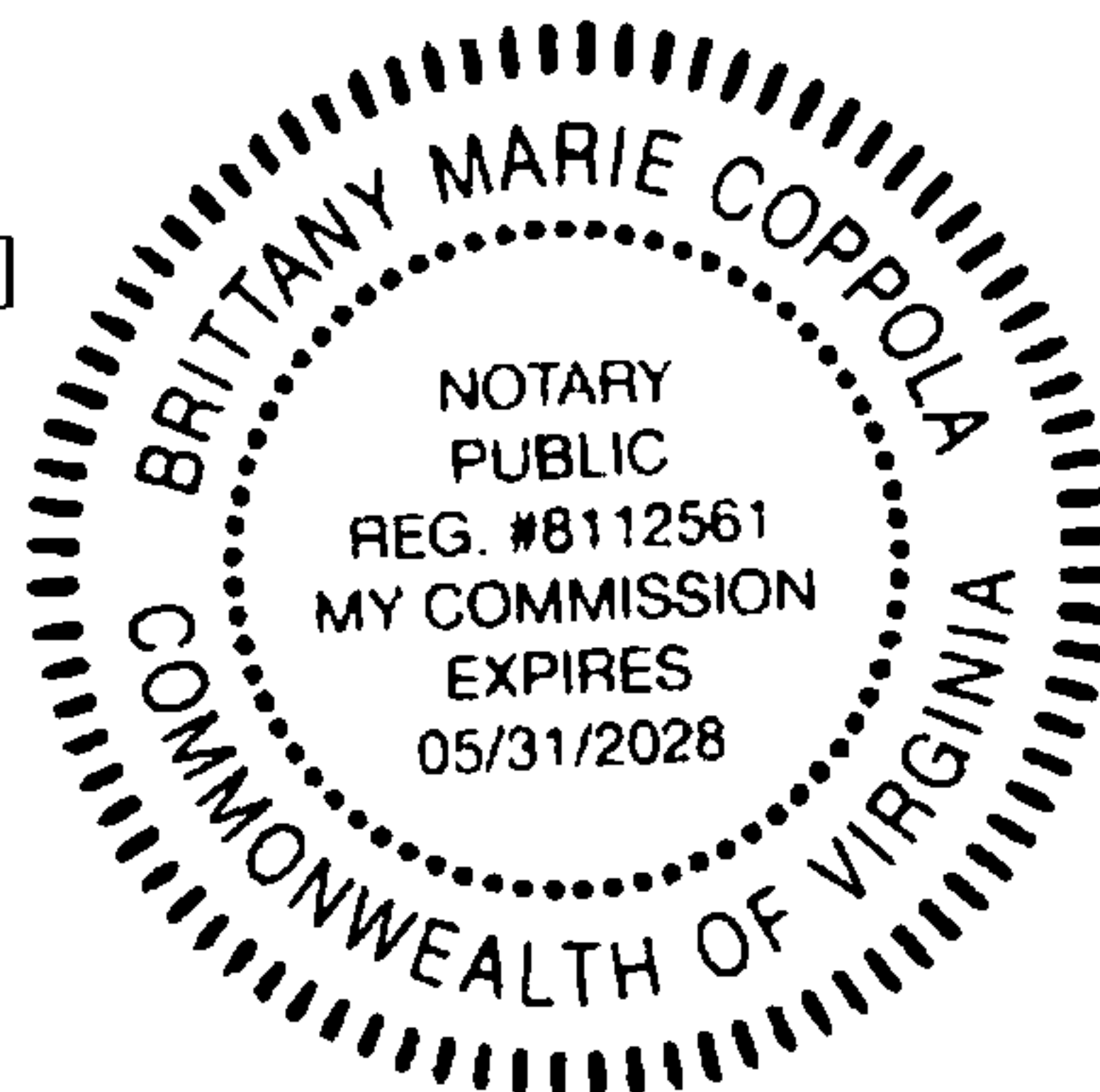
By: *Deborah E. Miller*
Name: Deborah E. Miller
Title: Vice President, Assistant General
Counsel/Real Estate

Tenant's Acknowledgment

COMMONWEALTH OF VIRGINIA)
) SS.
CITY OF CHESAPEAKE)

The foregoing instrument was acknowledged before me, a Notary Public, this 10 day of April, 2025, by Deborah E. Miller, the Vice President, Assistant General Counsel/Real Estate of Dollar Tree Stores, Inc.

[SEAL]



Brittany Marie Coppola
NOTARY PUBLIC
Name: Brittany Marie Coppola
My Commission expires: 05/31/28

Poor Quality

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- 37723 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
 05/28/2025 10:39:19 AM
 \$41.00 JOANN
 20250528000162140

Allen S. Bayl