

STATE OF GEORGIA

**FIRST AMENDMENT  
TO LEASE AGREEMENT**

COUNTY OF CLAYTON

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** ("Amendment") is executed as of the 6 day of September, 2022, by and between **DISCALA/GEORGIA LLC**, a Delaware limited liability company ("Landlord"), and **FAMILY DOLLAR STORES OF GEORGIA, LLC**, a Virginia limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated January 30, 2017 (the "Lease") with respect to that certain property, building and other improvements located at the northwest corner of the intersection of Lake Harbin Road and Maddox Road, and having an address of 2350 Lake Harbin Road, in the City of Morrow, County of Clayton, State of Georgia (as more specifically described in the Lease, the "Demised Premises") and identified by Tenant as Store No. 24107, which Lease is guaranteed by Family Dollar Stores, Inc., a Delaware corporation ("Guarantor") pursuant to that certain Guaranty dated January 30, 2017 (the "Guaranty"); and

WHEREAS, the current term of the Lease, being the initial term, expires on April 30, 2027; and

WHEREAS, to induce Tenant to extend the term of the Lease for the first extended term, Landlord has agreed to reduce the fixed rent payable by Tenant during said term.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree that:

1. EXTENDED TERMS; RENT.

a. The term of the Lease is hereby extended for the first extended term, a period of five (5) years commencing on May 1, 2027 and expiring on April 30, 2032 (the "First Extended Term"). This Amendment satisfies all requirements in the Lease for notice of such extension.

b. Notwithstanding anything to the contrary set forth in the Lease, during the First Extended Term, Tenant shall pay to Landlord fixed rent in the amount of EIGHT THOUSAND SIXTY-TWO AND 50/100 DOLLARS (\$8,062.50) per month (i.e., \$96,750.00/annum).





As to Tenant:

Notices to: Family Dollar  
Attention: Lease Administration Department  
500 Volvo Parkway  
Chesapeake, VA 23320  
Telephone: (757) 321-5000  
**Reference: Store No. 24107**

Billing/Invoices to: Family Dollar  
500 Volvo Parkway  
Department 300  
Chesapeake, VA 23320  
**Reference: Store No. 24107**

4. ELECTRONICALLY DELIVERED SIGNATURES/COUNTERPARTS. This Amendment may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Amendment is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Amendment to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Amendment via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

5. LANDLORD AND TENANT WARRANTIES. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions. In addition, Landlord's representations, covenants and warranties of title and authority set forth in the Lease are hereby renewed and restated by Landlord. Landlord also represents and warrants that no consent or approval of any mortgagee of the demised premises or any other entity is required.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.

[SIGNATURE PAGES TO FOLLOW]



Landlord and Tenant have caused this Amendment to be duly signed and sealed.

**LANDLORD**

DISCALA/GEORGIA LLC,  
a Delaware limited liability company

By: Michael F. Discala (SEAL)

Print: Michael F. Discala

Title: Manager

Date: 9/6/22

**TENANT**

FAMILY DOLLAR STORES OF GEORGIA, LLC  
a Virginia limited liability company

By: Deborah E. Miller

Deborah E. Miller

Vice President

Date: Sept. 6, 2022

Acknowledged and consented to by:

**GUARANTOR**

FAMILY DOLLAR STORES, INC.,  
a Delaware corporation

By: Deborah E. Miller

Deborah E. Miller

Vice President

Date: Sept. 6, 2022

