COUNTY OF CLAYTON

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is executed as of the 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:

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 "<u>First Extended Term</u>"). 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).



- c. The Lease provides for three (3) remaining automatic extended terms of five (5) years each (i.e., the second, third, and fourth extended terms). The Lease will be automatically extended through the next extended term unless Tenant gives written notice to Landlord canceling the next extended term in accordance with the terms of Paragraph 6 of the Lease. All of the terms, covenants and conditions of the Lease will apply to the extended terms, except that the second extended term shall commence on May 1, 2032, if not timely canceled in accordance with the terms of Paragraph 6 of the Lease.
- d. In furtherance of the foregoing, the table in Paragraph 6 of the Lease is hereby deleted and replaced with the following:

Extended Term	Dates	Fixed Rent (per month)	Fixed Rent (per annum)
First Extended Term	05/01/2027- 04/30/2032	\$8,062.50	\$96,750.00
Second Extended Term	05/01/2032- 04/30/2037	\$9,317.23	\$111,806.76
Third Extended Term	05/01/2037- 04/30/2042	\$10,016.02	\$120,192.24
Fourth Extended Term	05/01/2042- 04/30/2047	\$10,767.22	\$129,206.64

- e. For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" will mean the current term of the Lease, as extended, and any extended term that comes into effect pursuant to the Lease, as amended.
- 2. <u>RENT CREDIT</u>. To induce Tenant's early extension of the term of the Lease for the First Extended Term, effective as of the date of this Amendment, a credit in the amount of TWENTY-FOUR THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$24,187.50) (the "<u>Rent Credit</u>"), the equivalent of three (3) monthly installments of fixed rent payable by Tenant during the initial term of the Lease, shall be available to Tenant. Tenant shall apply the Rent Credit as an offset against three (3) consecutive monthly installments of Base Rent until the full amount of the credit has been exhausted.
- 3. <u>NOTICES</u>. Landlord's and Tenant's addresses in Paragraph 23 of the Lease are deleted and replaced with the following:

As to Landlord:

Discala/Georgia LLC

c/o M. F. DiScala Co.

1 Smith Street Building B #101 Norwalk, CT 06851

Telephone: 203-854-5851 Email: alanwebber@discala.com



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. <u>LANDLORD AND TENANT WARRANTIES</u>. 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: MF Freda (SEAL
Print: Michael F. Discala
Title: Marages
Date: 9/6/22
TENANT
FAMILY DOLLAR STORES OF GEORGIA, LLC a Virginia limited liability company
Deborah E. Miller Vice President Date: 5001 6 , 2022
Acknowledged and consented to by:
GUARANTOR
FAMILY DOLLAR STORES, INC., a Delaware corporation
By: Pilmar & Mill

Deborah E. Miller

Vice President
Date: Sept. (a......., 2022