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(September, 2017 Version)

L E A S E

THIS LEASE is entered into as of the Effective Date (as defined herein), by and between Colby 2018, LLC, a limited liability company, as Landlord (the "Landlord"), and DG Retail, LLC, a Tennessee limited liability company, 100 Mission Ridge, Goodlettsville, Tennessee 37072, as Tenant (the "Tenant").

1. **BASIC LEASE PROVISIONS.**

1.1 **Effective Date of Lease:** _____, 201____. The "Effective Date" of the Lease shall be the date this Lease has been signed by both Landlord and Tenant and the last party so signing shall fill in such Effective Date; provided further that the last party to sign this Lease shall deliver a fully executed counterpart of this Lease to the other party within five (5) business days after signing.

1.2 **Name of Landlord and mailing address of Landlord for legal notices:**

Colby 2018, LLC
13356 Metcalf
Overland Park, KS 66213
Attention: Tyler S. Oliver

Landlord's facsimile number is 913-738-9101 and its telephone number is 913-738-9100.

Mailing address for payments of rent:

Colby 2018, LLC
13356 Metcalf
Overland Park, KS 66213
Attention: Tyler S. Oliver

Landlord's Tax Identification Number:

Landlord's Federal Tax Identification Number is _____.

1.3 **Name of Tenant and mailing address of Tenant for legal notices:**

DG Retail, LLC
100 Mission Ridge
Goodlettsville, TN 37072
Attention: Lease Administration

Tenant's facsimile number is (615) 855-4663 and its telephone number is (615) 855-4000.

1.4 **Name of Guarantor and mailing address of Guarantor:**

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
Attention: Lease Administration

1.5 **Demised Premises:** The Demised Premises shall consist of: (i) that certain parcel of land, located at 32nd Avenue West, in the City of Wells Fargo, County of Cass, State of North Dakota 58078, being legally described on **Exhibit A-1** hereof, together with all easements, appurtenances, and improvements thereon (the “Land”), (ii) the 9,100 square foot building to be constructed thereon by Landlord pursuant to the terms of this Lease (the “Building”); and (iii) all landscaping, sidewalks (adjacent to the building and otherwise), entrance ways, curb cuts, parking areas, service drives, driveways, easements, storm drainage and utility facilities and all improvements related to the foregoing [said improvements (excluding the Building) being collectively referred to as "**Parking Areas**"]. Landlord hereby leases unto Tenant, upon the terms and conditions set forth herein, the Demised Premises for the exclusive use of Tenant for the term of this Lease.

Landlord represents and warrants that as of the date hereof, it has entered into a valid contract for the acquisition of the land (and all improvements thereon, if any) comprising the Demised Premises and preliminarily depicted on **Exhibit B-1** attached hereto as the “**Preliminary Site Plan**”, and has provided a copy of such contract to Tenant prior to the execution of this Lease.

1.6 **Due Diligence Period; Final Site Plan; Landlord Termination Right.** Landlord shall be provided with **two hundred forty (240) days**, commencing on the Effective Date of this Lease, to evaluate the feasibility of purchasing, constructing and delivering the Demised Premises (“the **Due Diligence Period**”), and during which period Landlord must deliver to Tenant for Tenant’s review and written approval (the “**Due Diligence Approval**”) the following three (3) items:

- (i) the Final Site Plan (as hereinafter defined);
- (ii) a copy of Landlord’s title insurance commitment, along with copies of all title exceptions reflected; and
- (iii) a copy of Landlord’s ALTA survey of the Demised Premises (and all improvements thereon) which survey, shall be attached hereto as **Exhibit A-2** (the “**Survey**”).

Landlord shall also submit to Tenant in the manner set forth in Section 3 of the **Scope of Work** attached hereto as **Exhibit C** the environmental and geotechnical surveys referenced therein.

The Due Diligence Period shall terminate on the last day thereof, which date shall be the “Due Diligence Expiration Date”. Upon Landlord’s request, Tenant may at its sole discretion elect to provide the Due Diligence Approval prior to the Due Diligence Expiration Date, and in such event, the Delivery Date will remain _____, notwithstanding anything to the contrary in the Lease, specifically including Section 1.7. Upon receipt of the Due Diligence Approval, Landlord’s right to terminate the Lease during the Due Diligence Period as set forth in this Section 1.6 below shall become null and void.

During the Due Diligence Period, Tenant shall have final and unconditional approval of the site plan for the Demised Premises. Upon receipt of Tenant’s written approval, the site plan shall be attached to this Lease as **Exhibit B** and is referred to herein as the “Final Site Plan”. Landlord agrees that the layout of all buildings and improvements as shown on the Final Site Plan shall be shown within the survey boundaries on a separate drawing which shall also reflect, among other things, the existence and location of any utility connections along the boundary line which are required in order to connect to off-site utilities and the location and existence of any access or other easements required in order to operate the Demised Premises. Said drawing shall be attached hereto as **Exhibit A-3** at the same time as the Final Site Plan is attached as **Exhibit B**. Notwithstanding anything to the contrary herein, Tenant shall have the right to withhold final approval of any proposed final site plan if Tenant is not, in its sole discretion, satisfied that the site plan proposed by Landlord depicts the same location, access, easements and layout of the buildings and parking areas comprising the Demised Premises as approved by Tenant’s “Real Estate Committee” prior to the date of execution of this Lease, as depicted on the Preliminary Site Plan.

Landlord expressly acknowledges and agrees that if Landlord fails to satisfy any or all of the conditions set forth in subsections (i) through (iii) of this Section 1.6, then Tenant shall have the right to terminate this Lease by written notice to Landlord within fifteen (15) days after the Due Diligence Expiration Date.

In the event Landlord determines that the development of the Demised Premises is not feasible, in Landlord's sole discretion, Landlord shall have the one-time right to terminate this Lease by written notice delivered to Tenant, provided that Landlord has delivered such written notice of termination to Tenant prior to the Due Diligence Expiration Date. Furthermore, should Landlord commence construction of the Demised Premises prior to the Due Diligence Expiration Date, **without written acknowledgement from Tenant indicating Tenant’s review and**

approval of those items set forth in subsections (i) through (iii) of this Section 1.6, Tenant shall, at Tenant's option, have the right to terminate this Lease with notice to Landlord within a reasonable time of Tenant's discovery of same.

1.7 **Delivery Date**. The "Delivery Date" shall be the date that is **one hundred twenty (120) days** after the Due Diligence Expiration Date. The Delivery Date may only be changed by mutual written agreement between Landlord and Tenant and *only* in the form of a fully executed letter agreement signed by an officer of Tenant and acknowledged by Landlord, and Landlord understands and agrees that it may not rely on any communications purporting to change the Delivery Date other than as specifically set forth herein.

1.8 **Permitted Use; Representations and Warranties of Landlord Regarding Demised Premises**: The Demised Premises may be used for any lawful retail purpose (the "Permitted Use"). Landlord agrees to assist Tenant in obtaining any permits, licenses and/or approvals necessary for the Permitted Use and/or business operations from the Premises. Landlord represents and warrants to Tenant that, as of the Delivery Date, there shall be no restrictions (public or private, including any zoning restrictions or any matters of record) which will prevent Tenant from the full and unrestricted use and enjoyment of the Demised Premises for Tenant's initial use as a "Dollar General" or "Dollar General Market" store, or otherwise in accordance with the terms of this Lease.

Landlord hereby represents to Tenant that, to the best of Landlord's knowledge, the Demised Premises will not, on the Delivery Date, contain any hazardous substances. Landlord has received no written notice alleging that the Demised Premises is in violation of any environmental laws, regulations, ordinances or rules. Landlord covenants, at its cost and expense, to protect, indemnify, defend and save Tenant harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs or expenses of any kind or nature (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by, asserted or awarded against Tenant as a result of the presence of hazardous substances on, or discharged from, the Demised Premises (unless due to the act or omission of Tenant or its agents, employees or contractors). If the Demised Premises are now or hereafter contaminated (or determined to be contaminated) in any manner with hazardous substances (including in any improvements or equipment, if any, that Landlord is required to remove pursuant to the Scope of Work) either (i) as

of the Delivery Date, (ii) during the period of performance of Landlord's or Tenant's construction work prior to the Delivery Date, or (iii) following the Delivery Date and at any time throughout the term of this Lease, Landlord shall, at Landlord's sole cost and expense, clean-up, remove and/or remediate such contamination in accordance with all laws, codes and regulations of applicable governmental authorities unless said contamination is due to the act or omission of Tenant or its agents, employees, invitees or contractors.

Tenant covenants to protect, indemnify, defend and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs or expenses of any kind or nature (including, without limitation, attorneys' fees and expert's fees) which may at any time be imposed upon, incurred by, asserted or awarded against Landlord as a result of the presence of hazardous substances on, or discharged from, the Demised Premises due to the act or omission of Tenant or its agents, employees, invitees or contractors.

1.9 **Tenant's Exclusive Use Rights**: Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as: a Family Dollar Store; Bill's Dollar Store; Fred's; Dollar Tree; Ninety-Nine Cents Only; Deals; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.

Landlord acknowledges that in the event of any breach by Landlord of the Exclusive Use Rights, Tenant's remedies at law would be inadequate. Therefore, in the event of a breach of the Exclusive Use Rights, Tenant shall be entitled to (i) terminate this Lease upon ninety (90) days notice to Landlord at any time from and after the date such breach occurs, and (ii) pursue any and all remedies available at law or in equity including, without limitation, relief by injunction (or otherwise) as Tenant may elect in its sole discretion. In the event Tenant has not elected to terminate this Lease, during the period any such violation shall continue Tenant shall pay, in lieu of Tenant's fixed monthly rental hereunder and all other charges under this Lease, an amount equal

to fifty percent (50%) of Tenant's monthly base rent and other charges under this Lease ("Alternative Rent"). At any time thereafter for as long as the violation continues, Tenant may elect to terminate this Lease on ninety (90) days notice to Landlord. Tenant's remedies, in all events, shall be cumulative rather than exclusive.

1.10 **Commencement Date:** The initial term of this Lease shall commence (and payment of rent shall commence) on the earlier of (i) the date which is sixty (60) days after the Delivery Date; or (ii) the date on which Tenant shall open the Demised Premises for business to the public (such date being hereinafter referred to as the "Commencement Date").

1.11 **Term:** The initial term of this Lease shall end on the last day of the fifteenth (15th) consecutive full Lease Year, unless sooner terminated as provided or permitted herein. Landlord and Tenant shall enter into a Lease Commencement Date Agreement in the form of **Exhibit E** hereof to establish the Commencement Date and expiration date of this Lease within thirty (30) days after the Commencement Date. It is expressly agreed that the execution of the Lease Commencement Date Agreement by Tenant shall not constitute acceptance of the Demised Premises as being completed and delivered by Landlord as required herein.

The term "Lease Year" as used herein shall mean each twelve (12) full calendar months during the term hereof. The first Lease Year shall begin on the Commencement Date if the Commencement Date shall occur on the first (1st) day of the month; otherwise, the first Lease Year shall commence on the first day of the first full month next following the period prior to the Commencement Date in the preceding partial month shall be included in the first Lease Year.

1.12 **Extension Rights:** Provided Tenant shall not then be in default hereunder beyond any applicable notice and cure periods, Tenant shall be entitled to extend the term of this Lease for four (4) successive periods of five (5) years each, upon the terms and conditions as herein set forth. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than one hundred eighty (180) days prior to the expiration of the original term or of any renewal thereof. Should Tenant fail to exercise an option to extend this Lease on or prior to the applicable date, Tenant's right to exercise its option to extend shall not expire until thirty (30) days after receipt of written notice by Landlord to Tenant of Tenant's failure to exercise its option. In the event Tenant does not respond by giving notice of the exercise of its option to extend this Lease within such thirty (30) day period, then all succeeding renewals shall terminate.

1.13 **Rent:** The rental during years one (1) through ten (10) of the initial term shall be eight thousand two hundred forty three and 00/100 dollars (\$8,243.00) per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein. The rental during years eleven (11) through fifteen (15) of the initial term shall be eight thousand four hundred ninety and 00/100 dollars (\$8,490.00) per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the first option period shall be nine thousand three hundred thirty nine and 00/100 dollars (\$9,339.00) per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the second option period shall be ten thousand two hundred seventy three and 00/100 dollars (\$10,273.00) per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the third option period shall be eleven thousand three hundred and 00/100 dollars (\$11,300.00) per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

The rental during the fourth option period shall be twelve thousand four hundred thirty and 00/100 dollars (\$12,430.00) per calendar month payable in advance on or before the first day of each month without offset or demand, except as otherwise provided herein.

1.14 **Tenant's Tax Payment:** Landlord will cause the Demised Premises to be taxed as a separate tax parcel within the City or County/Parish in which it is located, as applicable. Tenant shall reimburse Landlord for the ad valorem taxes payable with respect to the Demised Premises within forty-five (45) days after receipt of Landlord's paid receipt or other definitive proof of payment for such taxes (excluding any late payment charges or penalties imposed on Landlord). In the event Landlord fails to submit a bill to Tenant within twelve (12) months after the date Landlord pays such taxes, Tenant shall not be obligated to reimburse Landlord. Taxes will be prorated for any partial Lease Year. Landlord is responsible for payment of all impact fees, special assessments and any other taxes or assessments levied or assessed in connection with or as a result of the development of the Demised Premises. Landlord is responsible for payment of all inheritance, estate, successor, transfer, gift, income or sales taxes imposed on Landlord or otherwise relating to the Demised Premises. Tenant shall also pay any taxes imposed upon the

personal property of Tenant. In addition, Tenant agrees to pay any sales tax on rents paid by Tenant hereunder or other so-called "rent tax" (such as, by way of example, any sales tax on rent). Landlord agrees to permit Tenant to contest the validity or amount of any taxes by appropriate proceedings. In the event Landlord receives any refund of such taxes, Landlord shall credit such refund to Tenant against the next succeeding payments of taxes due from Tenant. If such refund occurs after the last year of the term, Landlord will refund such amount to Tenant within forty-five (45) days after Landlord's receipt thereof.

2. CONSTRUCTION; DELIVERY OF DEMISED PREMISES.

2.1 **Landlord's Work.** Landlord, at its sole cost and expense, shall construct the Demised Premises (consisting of the Building and Parking Areas shown on the Final Site Plan) using new, commercial grade materials, and in accordance with: (i) the Scope of Work, and (ii) the Approved Plans (as hereinafter defined), in a good, workmanlike and lien-free manner, and in accordance with all applicable local, state, and federal health and building codes, regulations, laws and permits (collectively, the "Landlord's Work").

Prior to applying for or obtaining any required permits relative to Landlord's Work, Landlord shall submit the proposed plans and specifications to Tenant for the Demised Premises for Tenant's approval, which plans and specifications shall be prepared by an architect or civil engineer duly licensed in the State in which the Demised Premises are located and shall be based upon and shall incorporate: (i) "Tenant's Prototype Design Package" (as defined in Section 1 of the Scope of Work), and (ii) any "Extraordinary Items" included on the Scope of Work, (collectively, "Tenant's Criteria"). Landlord shall request the most current version of Tenant's Criteria from Tenant prior to preparing the Plans. In the event of a discrepancy between the Approved Plans and Tenant's Criteria, Tenant's Criteria shall control. Landlord acknowledges and agrees that any material deviation from Tenant's Criteria, including, without limitation, the site plan, elevations, floor plan, Parking Areas, access, receiving areas, HVAC, electrical and plumbing, **must be approved by Tenant in writing** in advance of Landlord's delivery of the plans and specifications and such deviations must be clearly delineated on any plans and specifications submitted to Tenant for Tenant's approval. Landlord shall deliver with the plans and specifications a certificate from Landlord's architect certifying that such plans and specifications are prepared in compliance with Tenant's Criteria. Landlord shall not commence any construction or Landlord's Work on the Demised Premises prior to receiving Tenant's final, written approval of a set of final,

stamped and permitted plans (i.e., the final construction set of plans including all final building plan details and building dimensions from which the construction or Landlord's Work will not deviate) which have been forwarded to Tenant in PDF format to btsplans@dollargeneral.com, and after receipt of Tenant's written approval such proposed plans and specifications shall thereafter be referred to as the "Approved Plans".

Landlord will submit all applications, plans and documents required for all necessary and appropriate permits and approvals (including, but not limited to, governmental and satellite communications systems permits and approvals) for Landlord's Work and shall diligently pursue receipt of all necessary and appropriate governmental permits and approvals including any permits, approvals, and variances (if required) for Tenant's Equipment and all permits required for Tenant to occupy and use the Demised Premises for Tenant's intended purpose.

Upon Landlord's commencement of construction of the Demised Premises, Landlord shall provide Tenant with weekly schedule updates and photographs evidencing the progress of Landlord's Work. The foregoing shall be sent to the Construction Department at (615) 855 4705 (facsimile), or to ConstructionReps@dollargeneral.com (email), or to any web address specified by Tenant.

2.2 Delivery of Premises; Punchlist. Landlord will construct the Demised Premises in accordance with the Approved Plans and all applicable local, state, and federal health and building codes, regulations, laws and permits and will in all events complete and deliver the Demised Premises to Tenant on or before the Delivery Date. Landlord shall give Tenant at least fifteen (15) days' prior, written notice of the date on which Landlord anticipates completion of the Landlord's Work and the subsequent delivery of the Demised Premises to Tenant (the "Turnover Date Notice"). Landlord and Tenant will thereafter schedule an inspection of the Demised Premises within five (5) business days after Tenant's receipt of the Turnover Date Notice and Tenant shall prepare a list of those portions of Landlord's Work (including any Extraordinary Items set forth on the Scope of Work) that remain incomplete, if any, for Landlord to complete prior to the Delivery Date (the "Punchlist"). Landlord's completion of the Punchlist items must not interfere with Tenant's ability to fixture and stock the Demised Premises and operate for business in the Demised Premises. Landlord shall complete the Punchlist items prior to the actual Delivery Date and, if Landlord shall fail to complete Punchlist items (as reasonably determined by Tenant) within twenty (20) business days after preparation of the Punchlist, Tenant may complete the

Punchlist on behalf of Landlord and offset the costs of the same, together with interest thereon at the rate of 18% per annum from the date of any expenditure, against rent payable hereunder.

Notwithstanding any other provision hereof to the contrary, Landlord expressly acknowledges that Tenant may, in its sole discretion, elect to accept delivery of the Demised Premises prior to the Delivery Date, but shall be under no obligation whatsoever to do so. Furthermore, Tenant shall have the right, prior to the Delivery Date and during the progress of Landlord's Work, to enter upon the Demised Premises in order to inspect Landlord's Work provided that such entry shall not interfere with Landlord's Work. Landlord agrees at a reasonable point in the construction process, and where allowed by governing authorities, to allow Tenant access to the Demised Premises to begin Tenant's Work (provided that Tenant shall not cause any delay in Landlord's Work). Acknowledging that Landlord and Tenant will be working in the Demised Premises simultaneously, both parties shall coordinate schedules and work crews to achieve a cooperative work environment. Landlord acknowledges that granting Tenant such access to the Demised Premises constitutes neither Landlord's satisfaction of its delivery requirements as set forth herein nor a waiver of any of Tenant's rights as set forth in this Lease.

2.3. **Liquidated Damages; Termination Right.** In the event the Demised Premises are not delivered to Tenant as set forth in Section 2.2 on or before the Delivery Date, Tenant shall accrue as liquidated damages an amount equal to three (3) times the daily rent for each day of delay past the Delivery Date until Landlord's Work is completed and Landlord has delivered the Demised Premises to Tenant (the "Liquidated Damages"). Tenant shall have the right to offset the Liquidated Damages against all rent payments due until the Liquidated Damages are paid in full, unless Landlord elects to pay, and Tenant has received, the Liquidated Damages in full within thirty (30) days of Tenant's notification to Landlord of any amounts due. As to Liquidated Damages, Landlord specifically acknowledges and agrees that:

- (i) Landlord's obligation to pay the Liquidated Damages shall specifically survive any termination of this Lease as provided herein, and Tenant shall have all remedies available at law and equity to enforce its rights to collect the Liquidated Damages from Landlord notwithstanding any election by Tenant to so exercise its termination rights hereunder; and
- (ii) as it is extremely difficult to accurately calculate Tenant's exact losses and costs resulting from late delivery of the Demised Premises and the subsequent delay in the

opening of Tenant's store, the Liquidated Damages represent reasonable compensation to Tenant for all such costs and losses attributable to any such delays, and the Liquidated Damages are not intended to be nor under any circumstances shall be construed as a penalty to Landlord.

In the event Landlord has not completed Landlord's Work and delivered the Demised Premises to Tenant as provided in this Lease by the sixtieth (60th) day after the Delivery Date, then:

- (a) if Landlord *has not* substantially commenced construction of the Demised Premises, Tenant may terminate this Lease by providing written notice to Landlord within fifteen (15) days of such sixtieth (60th) day. In the event Tenant elects to terminate this Lease, any Liquidated Damages that have accrued up until the sixtieth (60th) day after the Delivery Date shall be immediately due and payable by Landlord.; or
- (b) if Landlord *has* substantially commenced construction, Tenant shall not be entitled at such time to terminate this Lease; however, Liquidated Damages shall continue to accrue from the Delivery Date until Landlord's Work is completed and Landlord has delivered the Demised Premises to Tenant, and Tenant shall continue to have the right to offset the Liquidated Damages against all rent payments due starting with the Commencement Date, until the Liquidated Damages are paid in full, unless Landlord elects to pay and Tenant has received the Liquidated Damages in full prior to the Commencement Date.

Notwithstanding the foregoing, even if Landlord *has* substantially commenced construction and has still failed to deliver the Demised Premises to Tenant with Landlord's Work complete after AN additional sixty (60) days, Tenant shall have the unilateral right to terminate this Lease upon written notice given to Landlord within ten (10) business days after such sixtieth (60th) day has elapsed, and Landlord shall remain obligated to pay Tenant all Liquidated Damages accruing from the Delivery Date. For purposes of this Section 2.3, Landlord is deemed to have "substantially commenced" construction if Landlord has acquired the land comprising the Demised Premises; has obtained all permits required in order to construct the improvements as

required by this Lease; and has completed the site work and the pouring of the slab and is diligently and continuously prosecuting the completion of Landlord's Work.

2.4 **Evidence of Completion.** Within thirty (30) days after the Delivery Date, Landlord must deliver the following items to Tenant as Landlord's "Evidence of Completion":

(a) a written certification to Tenant from a licensed architect or civil engineer confirming that Landlord's Work and the Demised Premises has been completed in substantial conformance with the Approved Plans and all applicable local, state, and federal building codes, regulations, ordinances, permits and laws including subdivision and zoning requirements, fire and safety laws and the Americans with Disabilities Act;

(b) written certification to Tenant that the Punchlist has been completed (and Tenant has verified the same in writing; Tenant agrees to respond to Landlord's certification within 5 business days);

(c) a copy of the final and unconditional certificate of occupancy that has been issued for the Demised Premises;

(d) the warranties listed on **Exhibit J** hereof;

(e) evidence that Landlord has satisfactorily completed all testing and delivered all certifications in accordance with the Scope of Work; and

(f) a full and complete set of the "as-built" drawings of the Demised Premises.

In the event the local jurisdiction issues only a temporary certificate of occupancy and such temporary certificate of occupancy is not subject to conditions requiring Landlord to complete further work or obtain further permits or approvals, Tenant agrees that the delivery by Landlord of a temporary certificate of occupancy shall satisfy Landlord's obligation in clause (c) above; provided Landlord uses its best efforts to promptly obtain the final certificate of occupancy and in all events delivers the same to Tenant within thirty (30) days. Landlord hereby indemnifies and agrees to hold Tenant harmless from and against any and all losses, costs and expenses incurred or suffered by Tenant arising out of or resulting from any inability of Tenant to open for business due to Landlord's failure to obtain a final certificate of occupancy for the Demised Premises (unless due to a failure of Tenant to complete Tenant's Work).

Landlord's failure to deliver the Evidence of Completion to Tenant in accordance with this Section 2.4 constitutes a default under this Lease, and in addition to all other rights and remedies set forth in this Lease, Tenant shall have the right to complete the Evidence of Completion on

Landlord's behalf and deduct the cost of curing such default from any payments of rent or additional rent due from Tenant hereunder.

2.5. **Extraordinary Items.** The Extraordinary Items and the costs associated therewith as set forth on the Scope of Work (if any) are based solely upon Landlord's representation that such items are required to complete Landlord's Work and deliver the Demised Premises to Tenant accordingly. Accordingly, as the cost of such Extraordinary Items represent a component of the costs upon which the Rent has been based, if such Extraordinary Items are either not complete upon delivery of the Premises as set forth herein or ultimately are not required to complete Landlord's Work (in either case, an "Unfinished Extraordinary Item"), then Tenant shall offset from the base Rent due hereunder the total cost of the Unfinished Extraordinary Items .

2.6 **Warranties for Landlord's Work.** Tenant's Criteria requires that Landlord utilize certain vendors set forth therein. Landlord hereby expressly acknowledges and agrees that the vendors set forth in the Tenant's Criteria are hereby approved by Landlord and that Tenant shall have no liability for the quality of services or materials provided by such vendors nor shall the use of such vendors relieve Landlord of any liability or responsibility for Landlord's obligations hereunder. Landlord warrants all of Landlord's Work against patent defects for one (1) year after the Commencement Date and against latent defects for three (3) years after the Commencement Date, notwithstanding any maintenance obligations of Tenant in Section 8 hereof. For purposes of this Lease, "patent" defects shall be those defects that are easily and readily discoverable during a reasonable inspection; "latent" defects shall be those defects that are unknown or hidden and not readily discoverable by reasonable inspection, and which appear after the Delivery Date. Landlord shall and hereby does assign to Tenant, on a non-exclusive basis during Landlord's warranty period, all of the warranties and guaranties issued with respect to the construction of the improvements on the Demised Premises. Landlord will, upon delivery of the Demised Premises, execute and deliver assignments in the form required by each warrantor or guarantor and shall obtain all required consents and pay all fees, if any, required to transfer such assignments to Tenant at Landlord's expense. Landlord agrees, and by execution hereof hereby directs each warrantor and guarantor, that the provisions of this paragraph shall, without further documentation, effect such assignment to Tenant and the terms hereof may be relied upon by any such warrantor to guarantor as evidence of such assignment to Tenant.

Tenant does not assume any liability, and shall not be responsible, for any acts or omissions of Landlord's contractor, sub-contractor(s) and associated contractor personnel (collectively, "Landlord's GC"). Landlord hereby releases Tenant and agrees to, at its expense, defend, indemnify and hold Tenant harmless from and against any and all claims, suits, actions, causes of action, proceedings, demands, damages, losses, liabilities settlements, judgments, costs and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever, arising out of or resulting from, or alleged to have arisen out of or resulted from, any latent defects or work performed hereunder by or the acts or omissions of Landlord's GC. In the event of any claim, action, suit or proceeding against Tenant, Tenant may participate in the defense thereof at Landlord's expense. This indemnification shall be one of first defense and payment and not of surety or reimbursement, and shall survive the expiration or termination of this Agreement. Furthermore, Landlord assumes all liability and responsibility for all expenses, claims, actions, proceedings, demands, liabilities, judgments and costs of local, state and federal violations, orders and requirements that may result from Landlord's untimely completed, improperly permitted, omitted, and/or substandard work or from any allegations of same.

3. MAINTENANCE. Subject to Landlord's warranties for Landlord's Work and Landlord's indemnity obligations contained in Section 1.8, Tenant shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept or maintained in good repair and condition the Demised Premises and all buildings and improvements at any time erected thereon. Unless expressly provided herein, Landlord shall not be required to furnish any maintenance, services or facilities or to make any improvements, repairs or alterations in or to the Demised Premises during the term of this Lease.

Landlord has the right to enter the Demised Premises periodically, at any reasonable time during business hours and upon reasonable advance notice to Tenant, to inspect the condition of the Demised Premises.

4. INSURANCE. At all times that Tenant occupies the Demised Premises, Tenant shall, at its sole cost, carry and maintain commercial general liability insurance, including contractual liability, on the Demised Premises with a combined single limit in an amount sufficient to protect Landlord and Tenant, but in no event will such insurance be in an amount less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate ("Liability Insurance"). Tenant further agrees to maintain a "special cause of loss" policy (formerly an "all

risk" policy) insuring all improvements on the Demised Premises (the "Property Insurance"). The Property Insurance policy may not have a coinsurance penalty and shall be written on a replacement cost valuation. The proceeds of the Property Insurance policy shall be used solely by Tenant for the repair or reconstruction of the Demised Premises following a casualty pursuant to Section 15 of this Lease. Landlord shall be the named insured, and Tenant and Landlord's designated mortgagee, if any, shall be named as an additional insureds under the Liability Insurance. Tenant shall be named as the loss payee, and Landlord and Landlord's designated mortgagee shall be named as additional loss payees, under the Property Insurance policy. Both policies shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving Landlord thirty (30) days prior written notice. Tenant shall be responsible for the payment of any deductibles under the policies carried by Tenant pursuant to this Section 4.

All proceeds of insurance received by Tenant under such Property Insurance shall be payable to Tenant. Any proceeds paid to Tenant shall be held by Tenant for the purpose of paying the expenses of complying with its restoration obligations hereunder. Landlord shall, at Tenant's cost and expense, cooperate in good faith with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as provided herein. Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

If the Demised Premises is located in zones "A", "B" or "Shaded-X" on the National Flood Insurance Program's Flood Insurance Rate Map, and conditioned upon Landlord's written notification of such condition to Tenant during the Due Diligence Period, Tenant shall be required to obtain flood insurance covering the Demised Premises from a reputable insurance company licensed to do business in the state in which the Demised Premises are located or, as applicable, from a federal insurance agency. In the event Landlord does not notify Tenant of the Demised Premises' location in a flood zone as noted above, Landlord shall be responsible for both obtaining and paying for the necessary flood insurance.

Landlord agrees that Tenant may provide the insurance herein required in any blanket policy or policies which Tenant carries. As of the Delivery Date, upon renewal dates for the policy period, and upon fifteen (15) days prior written request from Landlord, Tenant shall provide Landlord with certificates of insurance as evidence of such coverage.

5. **Intentionally Omitted.**

6. **TENANT'S FIXTURES AND EQUIPMENT.** Tenant shall at all times have the right to remove any fixtures or items of equipment or personal property installed by Tenant in the Demised Premises. Landlord hereby waives any and all lien or right to a lien, statutory or otherwise, on or against Tenant's personal property, fixtures or inventory.

7. **ENTRANCES; PARKING AREAS; EASEMENTS.** On the Delivery Date, Tenant shall have unrestricted use and access to all entrances, access ways, and delivery lanes to the Demised Premises and all easements appurtenant thereto, free from (i) interference by any adjoining property owner or occupants, and (ii) restriction upon deliveries to the Demised Premises (the "Access Requirements"). If depicted on the Final Site Plan or otherwise required by Tenant, prior to the Delivery Date Landlord shall enter into an easement or any other agreement necessary to fulfill the Access Requirements or provide any other necessary services to the Demised Premises, the form and content of which must in all cases first be approved by Tenant in writing. Thereafter, and notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord make any changes to the layout of the Parking Areas from that shown on the Approved Plans, nor shall Landlord make any changes or enter into any declaration, easement or similar agreement in any way burdening or benefiting the Demised Premises, without first obtaining Tenant's prior written consent to the form and content of said agreement. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.

Notwithstanding anything to the contrary in this Lease, Tenant shall be under no obligation for any repairs or maintenance (or costs or assessments related to same) imposed upon Landlord in any easement, declaration or similar agreement (including any such document of record prior to the date of this Lease) unless Landlord has in each case obtained Tenant's prior written approval of such document during the Due Diligence Period.

8. UTILITIES. Landlord shall connect all utilities to the Demised Premises prior to the Delivery Date in accordance with the Approved Plans. Landlord shall provide Tenant with the account and meter information in the "Utility Information Sheet" form. The Landlord will enter all utility information, including well (if applicable) and septic information, on the Utility Information Sheet form in Tenant's project management system using login credentials provided by Tenant. Tenant will transfer utilities into Tenant's name and will be responsible for the payment of the same from and after the Delivery Date. Tenant shall have the right to select and change its utility service providers at any time and shall pay for all utilities used by it in the Demised Premises during the term of this Lease and any renewal periods thereof. In the event a utility provider will not place the utility in the name of Tenant, Landlord will cause the bill to be delivered to Landlord c/o Tenant's address and Tenant will pay the bill directly to the utility provider.

9. ASSIGNMENT AND SUBLETTING. Tenant may assign, sublet and mortgage its interest in the Demised Premises at any time without the consent of Landlord; provided, however, Tenant shall give written notice to Landlord within ten (10) business days after any assignment or subletting and in all events Tenant shall remain liable hereunder notwithstanding such assignment or subletting. Landlord shall have no right to assign any or all of Landlord's obligations or interest in this Lease prior to the Delivery Date to any entity not controlled by Landlord.

Landlord agrees that, in the event of a foreclosure of Tenant's leasehold interest herein, the transferee as a result of such foreclosure shall be liable for the obligations of Tenant hereunder only if and for as long as such transferee is the "Tenant" hereunder. Such transferee will be relieved of any liability hereunder from and after the assignment of this Lease by the transferee. Landlord agrees that the holder of any mortgage or other security interest in Tenant's leasehold estate may, but is not obligated to, cure any default on Tenant's behalf and shall, in all events, be entitled to (i) receipt of notice of any defaults by Tenant hereunder, and (ii) an additional thirty (30) days to cure any default by Tenant.

10. SIGNS. Landlord agrees that it will construct and install all utility connections required for Tenant's standard building and pylon signage in accordance with Tenant's Criteria and the Approved Plans. After the Delivery Date or, at Tenant's option and provided that Tenant does not delay Landlord in completing Landlord's Work, prior to the Delivery Date, Tenant may install Tenant's standard freestanding pylon sign in accordance with **Exhibit K** attached hereto, and Tenant's standard building signage at its expense in accordance with Tenant's Prototype Sign Plan

attached hereto as **Exhibit L**. Tenant shall be responsible for obtaining all permits required for such signage. Landlord will cooperate with Tenant in all reasonable respects in obtaining such permits. Tenant may replace such signs from time to time with its then current standard sign type. Tenant agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations and Tenant may pursue a variance or waiver if required in order to install Tenant's prototype signs.

11. SATELLITE COMMUNICATIONS SYSTEM. Landlord agrees that at any time during the term of this Lease, Tenant shall have the right to install at or on the Demised Premises a satellite communications antenna and related equipment (the "Equipment"). If Tenant shall install such Equipment, Tenant shall do so at its own cost and expense and in accordance with all applicable laws, rules and regulations. Additionally, Tenant shall defend, indemnify, and hold Landlord harmless from and against any claims, costs, or expenses incurred by Landlord as a result of such installation by Tenant. If Tenant shall install the Equipment, Tenant shall be responsible for the maintenance and repair thereof at Tenant's sole cost. At the expiration or other termination of this Lease, the Equipment shall remain the property of Tenant and may be removed by Tenant, provided that Tenant shall repair any damage caused by such removal.

Landlord acknowledges that the satellite communications system is an important and integral part of Tenant's business, and is required to be operational when Tenant is open for business. Landlord agrees to take all reasonable steps necessary for the timely approval of Tenant's specific satellite antenna installation plan if such approval is required by any governmental authority or agency.

12. ALTERATIONS. All alterations or additions to the Demised Premises shall be performed by Tenant in accordance with all permits issued in connection with such work and all laws applicable to the performance of such work. Tenant shall not make any structural alterations or additions to the Demised Premises which would reduce the value of the improvements thereon as the date of such alteration or addition. Subject to all applicable laws, Landlord expressly agrees that Tenant may make any alterations or additions required to cause the improvements on the Demised Premises (including signs) to conform to the prototype building and signage of any national or regional retailer then being operated on the Demised Premises pursuant to the sublease and/or assignment provisions set forth in Section 9.

13. MECHANICS' LIENS. Tenant shall not allow and Landlord shall not be responsible for any mechanics' liens filed against the Demised Premises arising from work performed or materials supplied to the Demised Premises by Tenant or Tenant's agents, employees, contractors, subcontractors or materialmen. Tenant agrees to fully indemnify and hold harmless Landlord from and against any such claims and liens, and Tenant shall bond off or pay the same within the applicable statutory period. Landlord shall not allow and Tenant shall not be responsible for any mechanics' liens filed against the Demised Premises arising from work performed or materials supplied to the Demised Premises by Landlord or Landlord's agents, employees, contractors, subcontractors or materialmen. Landlord agrees to fully indemnify and hold harmless Tenant from and against any such claims and liens, and Landlord shall bond off or pay the same within the applicable statutory period.

14. COMPLIANCE WITH LAWS. Subject to Landlord's indemnification obligations in Section 1.8, Tenant shall, at Tenant's sole cost and expense, comply with all codes and requirements of all county, municipal, state and federal laws and regulations, now in force or which may hereafter be in force, which pertain to the Demised Premises and are required for Tenant's particular use. Nothing contained herein shall relieve Landlord from its obligations to construct the Demised Premises in accordance with the Approved Plans and all applicable local, state and federal health and building codes, regulations, laws and permits as required by the terms of this Lease.

15. DAMAGE TO DEMISED PREMISES. If, at any time during the term of this Lease, the Demised Premises is destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the casualty insurance policies required to be carried by Tenant in accordance with this Lease, Tenant shall cause the same to be repaired, replaced or rebuilt within twelve (12) months after receipt by Tenant of insurance proceeds payable under such casualty insurance policies. Tenant's rebuilding obligations shall not be reduced by any shortfall in receipt of insurance proceeds or any failure to receive insurance proceeds as a result of said casualty. Tenant shall bear the risk of uninsured casualties and of under-insurance. Tenant shall not be entitled to any reduction or abatement of rent as a result of any casualty. Notwithstanding the foregoing, if the Demised Premises are destroyed or damaged at any time during the last three (3) years of the term of this Lease (including the last three [3] years of any exercised Option Period) to the extent that, in Tenant's reasonable discretion, the Demised Premises are not usable in their damaged

condition for the normal conduct of Tenant's business, then Tenant may, upon written notice to Landlord, elect to terminate this Lease. In such event, Tenant shall bear the risk of uninsured casualties and of under-insurance, and shall place the Demised Premises in a safe condition and pay to Landlord all insurance proceeds received by Tenant plus the amount of any deductible carried by Tenant and any other amount necessary to equal the entire sum necessary to rebuild the Demised Premises (but excluding any ancillary insurance proceeds unrelated to the costs of rebuilding the Demised Premises). Such termination shall be effective on the date stated in Tenant's notice to Landlord and neither Landlord nor Tenant shall have any further obligations hereunder after such date, and Tenant's obligation to pay rent shall likewise cease.

16. CONDEMNATION.

(A) TAKING.

(i) As used herein, the term "Taking" shall mean the event of vesting of title in a competent authority with the power of eminent domain pursuant to any action or proceeding brought by such authority in exercise of such power including a voluntary sale to such authority. In the event of a Taking of all or any material portion of the Demised Premises such that, in Tenant's reasonable business judgment, the conduct of Tenant's business is materially impaired, Tenant may terminate the Lease (without further liability on the part of Tenant) by written notice given within sixty (60) days after Tenant's receipt of notice of the Taking. In the event of such termination by Tenant, Tenant shall be relieved of its obligations to pay rent and to perform its other covenants hereunder from and after the date of such Taking and Tenant shall surrender the remaining portion of the Demised Premises, if any, to Landlord as of such date; provided that such release and surrender shall in no way prejudice or interfere with Tenant's right to an award for its loss as hereinafter provided. The rent for the last month of Tenant's possession of the Demised Premises shall be prorated and any rent paid in advance shall be refunded to Tenant.

(ii) If a Taking does not result in the termination of this Lease by Tenant pursuant to this Section 16, then the term of this Lease shall not be reduced or affected in any way, but the basic rent payable hereunder shall be reduced by an amount which bears the same ratio as the fair market value of the Demised Premises after the Taking bears to the fair market value of the Demised Premises immediately prior to the Taking (such fair market value to be determined pursuant to Section 16(B)). The award for any partial Taking shall be allocated between Landlord and Tenant as set forth below in clause (iii); provided, however, if Tenant elects to restore, replace

or reconstruct any improvements which are the subject of any Taking, then Landlord shall deliver to Tenant Landlord's share of the award attributable to such improvements to the extent Tenant's share of the award attributable to such improvements is not sufficient to pay for the cost of restoration, replacement and reconstruction.

(iii) In the event of any Taking of all or any portion of the Demised Premises, Landlord shall be entitled to an award based on the Taking of or injury to the fee simple estate in the Demised Premises (as encumbered by this Lease). Tenant shall be entitled to an award based on any loss or reduction of its leasehold and easement estates, loss of any building or other improvement constructed or placed on the Land by Tenant, loss or interruption of business and the cost of any alterations or restoration to the buildings, signs, improvements, landscaping and signage necessitated by any such Taking. Any single award or settlement shall be allocated between the parties in accordance with the foregoing.

If a court fails or refuses to grant separate awards to Landlord and Tenant upon a Taking, and if Landlord and Tenant cannot agree on the allocation of the award, Landlord and Tenant agree that the determination of such allocation shall be submitted to arbitration and each agree to share the costs of arbitration and to be bound thereby.

(B) DETERMINATION OF FAIR MARKET VALUE FOR TAKING.

(i) The determination of the fair market value of the Demised Premises as of the date of any Taking as provided in Section 16(A) shall be made by Landlord and Tenant no later than one (1) month after such Taking. If Landlord and Tenant are unable to agree on the fair market value of the Demised Premises, such determination (for purposes of Section 16 only) shall be made by utilizing the following appraisal process: each party selects an appraiser that arrives at a reasoned, written conclusion of value; the two appraisers shall then mutually agree on the appointment of a third, neutral appraiser that shall make a binding selection as to which of the two valuations most closely approximates the true value. The fees and expenses of the appraiser appointed by Tenant shall be paid by Tenant, the fees and expenses of the appraiser appointed by Landlord shall be paid by Landlord and the fees and expenses of the third appraiser shall be divided equally between Tenant and Landlord.

17. TENANT'S DEFAULT.

(A) TENANT'S DEFAULT. The following events shall constitute a default by Tenant hereunder:

(i) If Tenant shall fail to pay any sum to Landlord when due and such failure continues for fifteen (15) days after receipt of notice of the monetary default; or

(ii) If Tenant shall fail to perform any obligation hereunder and such failure continues for thirty (30) days after receipt of notice of the non-monetary default [however, if the non-monetary default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and provided that Tenant commences and proceeds with reasonable diligence and in good faith to cure the default, then Tenant shall have such additional time as is reasonably necessary to cure the non-monetary default]; or

(iii) If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (a) a receiver, trustee or liquidator of Tenant, or of all or substantially all of the assets of Tenant, shall be appointed, or (b) Tenant shall be adjudicated bankrupt or insolvent, or (c) a petition seeking reorganization of Tenant or an arrangement with creditors or to take advantage of any insolvency law shall be approved, and as a result of the happening of any contingencies, the obligation of Tenant to pay any rent shall be modified or abrogated and any of such actions in (a), (b) or (c) shall not be dismissed within ninety (90) days after the filing thereof.

(B) LANDLORD'S REMEDIES. Landlord shall give written notice to Tenant of any default hereunder specifying the nature of the default. In the event of a default by Tenant which is not cured within the time periods provided herein, Landlord shall have the following remedies:

(i) For as long as such default shall continue, Landlord may elect to terminate this Lease by written notice to Tenant. The termination shall be effective sixty (60) days after Tenant's receipt of such notice [unless Tenant shall cure such default within such sixty (60) day period]. Upon any such termination, Tenant shall surrender the Demised Premises to Landlord and Tenant shall be liable for all rent and other sums due hereunder through the date of termination, the reasonable attorneys' fees incurred by Landlord, and the reasonable costs of any repairs made to the Demised Premises due to Tenant's failure to perform Tenant's maintenance and repair obligations hereunder.

(ii) If this Lease is terminated by Landlord and Tenant fails to surrender the Demised Premises, Landlord may dispossess or remove Tenant and any other occupant of the Demised Premises by any lawful proceedings and remove its effects.

(iii) In the event Landlord does not elect to terminate this Lease, Landlord may elect, upon sixty (60) days written notice to Tenant, to terminate Tenant's possession of the Demised Premises. If Tenant does not deliver possession to Landlord, Landlord may dispossess Tenant by any lawful proceedings and remove its effects. Upon such termination of Tenant's possession, Landlord shall use commercially reasonable efforts to relet the Demised Premises. In the event of such reletting, Tenant shall pay to Landlord, as liquidated damages for such default, any deficiency between the fixed monthly rent and other charges due hereunder and the amount, if any, of the rents and other amounts collected on account of the new lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (excluding any extension periods which have not commenced prior to the dispossession or removal of Tenant). The deficiency shall be paid by Tenant in monthly installments on the dates specified in this Lease for payment of fixed monthly rent. Any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. Landlord shall not be liable for failure to relet or for failure to collect the rent under the new lease(s) unless Landlord shall not have used reasonable efforts to promptly relet the Demised Premises for the reasonable rental value thereof and to collect the rent under the new lease(s).

18. LANDLORD'S DEFAULT. If Landlord shall be in default hereunder, in addition to all other rights and remedies available to Tenant at law or in equity, if Landlord shall fail to cure the default within thirty (30) days after notice to Landlord of the default (or without notice if in Tenant's reasonable judgment an emergency shall exist), Tenant shall have the right, but not the obligation, to cure the default on Landlord's behalf and Tenant may deduct the cost of curing such default from any payments of rent or additional rent due from Tenant hereunder. Except when in Tenant's reasonable judgment an emergency shall exist, Tenant shall not commence to cure any default of a nature that could not reasonably be cured within a period of thirty (30) days provided Landlord shall have commenced to cure the default within such thirty (30) day period and provided that Landlord proceeds with reasonable diligence and in good faith to cure the default. Should a

default of Landlord be of such a nature that Tenant is unable to reasonably operate its business in the Demised Premises, and continues beyond any applicable cure period, Tenant may, at its option, serve notice of termination upon Landlord stating the date of termination, and upon the date specified in the notice this Lease and the term hereof shall cease and expire, and Tenant shall then quit and surrender the Demised Premises and shall have no further liability hereunder.

Furthermore, if pursuant to an order, judgment or decree entered by any court of competent jurisdiction (i) a receiver, trustee or liquidator of Landlord, or of all or substantially all of the assets of Landlord, shall be appointed, or (ii) Landlord shall be adjudicated a bankrupt or insolvent, or (iii) a petition seeking reorganization of Landlord or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved, and upon the happening of any of these contingencies, the trustee of Landlord shall fail to assume affirmatively this Lease or any covenant therein within the statutory period allotted therefor, or if this Lease be deemed rejected after an order is entered directing that a trustee be not appointed, and as a result of the happening of any of these contingencies, the fixed monthly rent or other charges herein reserved, or Tenant's rights or obligations hereunder, or Landlord's obligations hereunder shall be modified or abrogated, then Tenant shall have the right, at its option, to terminate this Lease, by the service upon Landlord and the Trustee (if appointed) of a notice of termination of this Lease, stating the date of termination, which date shall be at least thirty (30) days after the date on which the notice is served, and upon the date specified in the notice this Lease and the term hereof shall automatically cease and expire, and Tenant shall then quit and surrender the Demised Premises. Tenant shall be entitled to a refund of any fixed monthly rent or other charges paid in advance for any period beyond the date of termination and to assert any claim it may have for the loss of its leasehold.

19. HOLDING OVER. Any holding over by Tenant beyond the original term of this Lease or any renewal period thereof shall be on the same terms and conditions as contained herein, except that the rent payments shall be equal to one hundred twenty-five percent (125%) of the last rent payments scheduled under the prior Term or extension period, and shall be a periodic tenancy terminable by either party upon ninety (90) days prior written notice to the other party.

20. RELEASE. Except as otherwise expressly provided herein, Tenant hereby releases Landlord from all liability for any claim or loss covered by the insurance policies required to be maintained by Tenant under this Lease even if the loss or claim was caused by the negligent act or

omission of Landlord, its agents, or employees. All insurance policies shall include a clause waiving rights of subrogation against Landlord.

21. QUIET POSSESSION; STATUS OF LANDLORD'S TITLE.

(a) Landlord covenants that, as of the Delivery Date, it will put Tenant into complete and exclusive possession of the Demised Premises free and clear of any liens, encumbrances and restrictions except only those matters expressly set forth herein, and Tenant shall, during the term of this Lease, freely, peaceably and quietly occupy and enjoy the full possession of the Demised Premises, and all appurtenances thereto belonging, and the rights and privileges granted hereunder without hindrance. In addition, Landlord agrees to indemnify, defend and hold Tenant harmless from any and all claims seeking to prevent Tenant from quiet and complete possession of the Demised Premises. If at any time during the term of this Lease the title of Landlord shall fail, Tenant shall, in addition to all remedies available at law or in equity, have the right at Landlord's expense to correct any such default or terminate this Lease.

(b) Landlord represents and warrants that there are no easements, declarations, agreements or other documents creating any maintenance or monetary obligations for the Demised Premises, except as reviewed and approved in writing by Tenant pursuant to Section 7 of this Lease. In the event there are easements, declarations, agreements or other documents creating obligations for the Demised Premises not reviewed and approved in writing by Tenant (the "Landlord Agreements"), Landlord shall be responsible, at Landlord's sole cost and expense, for compliance with the Landlord Agreements and Tenant shall have no obligation for reimbursing Landlord for same. Notwithstanding anything contained herein to the contrary, in the event Landlord fails to comply with the terms of the Landlord Agreements, Tenant may elect to perform such obligations or pay such sums on Landlord's behalf and offset any such costs from the Rent due hereunder until reimbursed in full.

22. TENANT'S BUSINESS OPERATIONS. Landlord and Tenant agree that nothing in this Lease shall be construed to imply that Tenant is required to conduct its business in any particular manner or as creating an implied or express obligation upon Tenant to continuously occupy or operate a business in the Demised Premises.

23. INDEMNITY; HOLD HARMLESS. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claims, causes of action or judgments arising from injury to person or property sustained by anyone in, on or about the Demised Premises when such claims,

causes of action or judgments arise out of or are caused in whole or in part by the negligence of Tenant or its employees, invitees, contractors or agents. Tenant's indemnification of Landlord is one of first defense and payment, not of reimbursement or surety. Tenant's indemnification of Landlord includes any expenses and attorneys' fees which Landlord may incur in defending any such claims. Tenant's indemnification of Landlord shall in no way be limited by or to Tenant's insurance. Tenant's indemnification of Landlord shall survive the expiration or termination of this Lease.

24. NOTICES. All notices required under this Lease shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile, provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall be given to Landlord at the address provided in Section 1.2 hereof and to Tenant at the address provided in Section 1.3 hereof, or such other place or places as either of them may designate in writing to the other from time to time. Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Lease is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

25. ESTOPPEL CERTIFICATES. Upon the request of Landlord, Tenant agrees to execute and deliver to Landlord, within twenty business (20) days after receipt of request, a written instrument in the form of Exhibit H (the "Estoppel Certificate"). Simultaneous with each request for an Estoppel Certificate, Landlord shall submit payment to Tenant in the amount of \$500 in consideration of Tenant's administrative costs (including the required due diligence and document preparation time) associated with each such request. In the alternative, Landlord may request that Tenant execute and deliver the Estoppel Certificate within ten (10) business days, conditioned upon Landlord's payment to Tenant in the amount of \$1,000 for each such request to reimburse Tenant for the administrative costs associated with expediting same.

26. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. If the Demised Premises is subject to existing financing, Tenant agrees that this Lease shall be subject and subordinate to any *existing* first mortgage or deed of trust which affects the Demised Premises if and only upon the condition that Landlord and the mortgagee or holder of a deed of trust provide Tenant with a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as **Exhibit I** prior to or simultaneous with the execution of this Lease (the "**SNDA**"), which provides that in the event of any foreclosure, sale under power of sale, or transfer in lieu of any of the foregoing pursuant to any such lease or security instrument Tenant's use, possession and enjoyment of the Demised Premises shall not be disturbed and this Lease shall continue in full force and effect so long as Tenant is not in default hereunder beyond any applicable cure periods. Landlord further agrees to promptly record the fully executed SNDA at Landlord's sole cost and expense in the appropriate recording office and to promptly deliver the original recorded SNDA to Tenant. Tenant agrees that this Lease shall be subject and subordinate to any first mortgage or deed of trust *hereafter placed upon* the Demised Premises if and only upon the condition that Landlord and the mortgagee or holder of a deed of trust provide Tenant with an executed SNDA substantially in the form of **Exhibit I**. Once the SNDA has been executed by the lender and Tenant, Landlord agrees to record the fully executed SNDA at Landlord's sole cost and expense in the appropriate recording office within sixty (60) business days after receipt thereof from Tenant and to promptly deliver a copy of the recorded SNDA to Tenant.

27. INVALIDITY OF CERTAIN PROVISIONS. If any provisions of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected and every other provision of this Lease shall be enforceable to the fullest extent permitted by law.

28. NO WAIVER. The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy contained in this Lease, shall not be construed as a waiver for the future of any such provision, right, option, or remedy or as a waiver of any subsequent breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

29. FORCE MAJEURE. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by an event beyond its reasonable control other than financial reasons, such as a strike, lockout, or labor dispute; Act of

God (excluding normal weather conditions); newly enacted governmental restriction, regulation or control (except that permitting delays or requirements shall only constitute an event of force majeure provided that due diligence has been employed in requesting and obtaining such permits); enemy or hostile governmental action, civil commotion, insurrection, or sabotage; fire or other casualty, or any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a reasonable period of time following the event of force majeure. Notwithstanding the foregoing, this Section 29 shall not extend the dates for performance of Landlord's Work unless: (i) Landlord shall deliver written notice of an event of force majeure to Tenant within five (5) business days after the end of the claimed force majeure event, which notice shall be accompanied by reasonable evidence of the occurrence giving rise to the delay, and (ii) such event of force majeure could not have been foreseen or prevented by Landlord's employment of timely, reasonable due diligence prior to the occurrence of the claimed event of force majeure. Any such events of force majeure shall not exceed thirty (30) days, and the time to perform the obligation or to satisfy the condition shall not be extended beyond thirty (30) days from the last day of the event of force majeure.

30. CAPTIONS. All captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

31. ENTIRE AGREEMENT; AMENDMENTS. This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, express or implied, except as contained herein. No statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease. No amendment to this Lease shall be effective unless in writing and signed by both Landlord and Tenant.

32. BINDING EFFECT. This Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

33. TIME OF THE ESSENCE. Time is of the essence of this Lease.

34. BROKERS. Landlord and Tenant represent and warrant that no broker, commission agent, real estate agent or salesperson has participated in the negotiation of this Lease, its procurement or in the procurement of Landlord or Tenant. Landlord shall and does hereby indemnify and agree to hold Tenant harmless from and against any claims, demands, actions and judgments of any and all brokers,

agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Landlord's dealings, negotiations or communications in connection with this Lease. Likewise, Tenant shall and does hereby indemnify and agree to hold Landlord harmless from and against any claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Tenant's dealings, negotiations or communications in connection with this Lease. The terms of this Section 34 shall survive any termination of this Lease.

35. SHORT FORM LEASE. This Lease shall not be recorded. However, Landlord agrees to execute a short form lease in recordable form upon request of Tenant and to record same at Landlord's sole cost and expense in the appropriate recording office within thirty (30) business days after it receives the executed short form lease from Tenant, which shall be substantially in the form of **Exhibit M** attached hereto. Landlord agrees to promptly deliver a copy of the recorded short form lease to Tenant after recordation thereof. Tenant shall prepare the short form lease at its sole cost and expense. The short form lease may contain any provision of this Lease other than Section 1.13, including, without limitation, any or all of Tenant's Exclusive Use Rights granted Tenant in Section 1.9.

36. LIMITATION OF LANDLORD'S LIABILITY. Landlord shall have no personal liability with respect to any of the provisions of this Lease. If Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the equity of Landlord in and to the Demised Premises for satisfaction of Tenant's remedies, if any. In no event shall any partner of Landlord nor any joint venturer in Landlord, nor any officer, director or shareholder of Landlord or any such partner or joint venturer of Landlord, be personally liable with respect to any of the provisions of this Lease.

37. GUARANTY OF LEASE. Dollar General Corporation has, simultaneous with the execution of this Lease by Tenant, executed a Guaranty of Lease in the form attached hereto as **Exhibit F**. The original Guaranty of Lease shall be delivered by Tenant to Landlord with a fully executed counterpart of this Lease.

38. REMEDIES CUMULATIVE. All remedies of Landlord and Tenant herein created or remedies otherwise existing at law or equity are cumulative (except that no acceleration of any rent or other charges shall ever be permitted hereunder) and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such

rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord and Tenant shall deem necessary.

39. SCHEDULE OF EXHIBITS. All Exhibits referred to herein and attached to this Lease are incorporated herein by reference.

<u>Exhibit A-1</u>	-	Legal Description
<u>Exhibit A-2</u>	-	Survey
<u>Exhibit A-3</u>	-	Survey Incorporating Final Site Plan
<u>Exhibit B</u>	-	Final Site Plan
<u>Exhibit B-1</u>	-	Preliminary Site Plan
<u>Exhibit C</u>	-	Scope of Work
<u>Exhibit D</u>	-	Intentionally Omitted
<u>Exhibit E</u>	-	Lease Commencement Date Agreement
<u>Exhibit F</u>	-	Guaranty
<u>Exhibit G</u>	-	Intentionally Omitted
<u>Exhibit H</u>	-	Estoppel Certificate
<u>Exhibit I</u>	-	SNDA
<u>Exhibit J</u>	-	Required Warranties
<u>Exhibit K</u>	-	Pylon Signage
<u>Exhibit L</u>	-	Exterior Signage
<u>Exhibit M</u>	-	Memorandum of Lease

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year first above written.

Signed and acknowledged in the presence of:

Witnesses for Landlord:

LANDLORD: COLBY 2018, LLC

By: _____

Print: _____

Name: Tyler S. Oliver

Title: Member

Print: _____

Witnesses for Tenant:

TENANT: DG RETAIL, LLC

By: _____

Print: _____

Authorized Signature

Print: _____

Print: _____

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ of _____, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

(Signatures Continue on Following Page)

EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT A-2

SURVEY

EXHIBIT A-3

SURVEY INCORPORATING SITE PLAN

EXHIBIT B

FINAL SITE PLAN

EXHIBIT D

INTENTIONALLY OMITTED

EXHIBIT E

SAMPLE

LEASE COMMENCEMENT DATE AGREEMENT

Re: Dollar General Store #_____

THIS LEASE COMMENCEMENT DATE AGREEMENT is entered into this ____ day of _____ 201__, by and between _____, a _____ (“Landlord”), and _____, a _____, with its principal office and place of business in Goodlettsville, Tennessee (“Tenant”).

The lease between Landlord and Tenant dated _____ for the Demised Premises located at _____, City of _____, County, State of _____, (the “Lease”) requires that the parties execute this Agreement to memorialize their understanding as to the Commencement Date of the Lease. Accordingly, the parties hereby agree as follows:

1. The Commencement Date as referred to in the Lease is established as _____, and the expiration date of the initial Lease term is established as _____.
2. The first Lease Year as referred to in the Lease is established as _____, ending _____.

All other terms and conditions of the Lease remain unchanged.

The provisions of this Lease Commencement Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this ____ day of _____ 20__ (as to Landlord); and this ____ day of _____ 20__ (as to Tenant).

LANDLORD: _____

By: _____
Name: _____
Title: _____

Landlord's Federal Tax Identification Number:

TENANT: _____

By: _____
Dana Francis
Director of Lease Compliance and Renewals

EXHIBIT F

GUARANTY

SAMPLE

IN CONSIDERATION of the leasing of certain premises located at _____, in the City of _____, County, State of _____, under a Lease dated _____, with _____, as Landlord (including the successors and assigns of same, hereinafter the “Landlord”) and _____, as Tenant (including the successors and assigns of same, hereinafter the “Tenant”), Dollar General Corporation does hereby agree that if Tenant defaults in the payment of rent or other monies due under the Lease, then, upon notice in writing of such fact, it will within ten (10) days of the receipt of notice pay all rents and other sums which may then be due and owing and will thereafter, as rental becomes due, pay or cause to be paid all further rental under the Lease; provided, however, that in such event and if Dollar General Corporation shall so direct, Landlord shall hereafter recognize Dollar General Corporation as Tenant so long as Dollar General Corporation agrees in writing with Landlord to be bound by and to perform all of the terms, covenants, conditions and provisions of this Lease on Tenant's part to be performed hereunder. It is hereby acknowledged and agreed that this Guaranty is given for the benefit of Landlord and the successors and assigns of same, including specifically, but without limitation, any mortgagee and/or holder of a deed of trust pertaining to the above-described premises with whom Tenant has entered into a subordination, non-disturbance and attornment agreement substantially in the form attached to the Lease and who succeeds to the interests of Landlord under the Lease pursuant to foreclosure proceedings and/or any transfer and/or assignment in lieu thereof.

IN WITNESS WHEREOF, Dollar General Corporation has caused this Guaranty to be executed as of the _____ day of _____ 20____.

BY: DOLLAR GENERAL CORPORATION

Vice President of Real Estate

EXHIBIT G

INTENTIONALLY OMITTED

EXHIBIT H

SAMPLE

ESTOPPEL CERTIFICATE

[Insert Lender's name and address]

Demised Premises: DOLLAR GENERAL STORE # _____
ADDRESS: _____
CITY / STATE / ZIP: _____

THIS IS TO CERTIFY THAT THE FOLLOWING IS TRUE AND CORRECT:

1. That the undersigned is the tenant under that certain Lease dated _____ (the "Lease") conveying a leasehold interest in the property described therein.
2. That the Lease is in full force and effect and has not been modified (except as set forth following this sentence). _____
3. That the monthly base rent due under the Lease has not been paid more than thirty (30) days in advance.
4. That, to Tenant's knowledge as of the date hereof, Landlord is not in default under the Lease (except as set forth following this sentence).

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of Tenant.

TENANT: _____

By: _____

Name: Dana Francis

Its: Director of Lease Compliance and Renewals

Date: _____

EXHIBIT I

SNDA

After recording, please return to:

Vena Bridgeman
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

SAMPLE

**SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT**

This Subordination, Attornment and Non-Disturbance Agreement“ ("Agreement") made to be effective this ____ day of _____ 200____, by and between _____, a _____“ ("Tenant"), and _____, _____“ ("Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated _____, _____("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the _____ of _____ County, _____.
2. Tenant and _____ ("Landlord") have entered into that certain lease dated _____ (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.

2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.

3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.

5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall addressed as follows:

If to Mortgagee: _____

ATTN: _____

If to Tenant: _____

100 MISSION RIDGE
 GOODLETTSVILLE, TN 37072

ATTN: DIRECTOR OF LEASE COMPLIANCE AND
 RENEWALS

with a copy to: _____

100 MISSION RIDGE
 GOODLETTSVILLE, TN 37072

ATTN: GENERAL COUNSEL
 FACSIMILE: (615) 855-4663
 TELEPHONE: (615) 855-4000

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.
7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
8. Capitalized terms not defined herein shall have the definitions given them in the Lease.
9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than sixty (60) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: _____

TENANT:

BY:

WITNESS:

NAME: DANA FRANCIS

ITS: DIRECTOR OF LEASE COMPLIANCE
AND RENEWALS

DATE: _____

MORTGAGEE:

BY:

WITNESS:

NAME:

ITS:

EXHIBIT J

REQUIRED WARRANTIES

1 Landlord to Warrant Site and Building

Landlord will warrant all material and workmanship performed during construction of the Demised Premises for a minimum of one (1) year, unless additional warranty requirements are expressed below,, including, but not limited to:

Building Envelope

Water, Gas, Electric and Sewer services

Pavement and Parking areas

All landscaping, including plants and vegetation

Fire Alarm Systems; Fire Alarm Control Panel; and Sprinkler Systems (if a sprinkler system is required by any governing authority with jurisdiction over the Demised Premises)

Automatic Doors

HVAC Units

All HVAC units are to include a one (1) year complete parts warranty; a five (5) year compressor and electrical heat elements warranty; and a ten (10) year gas-fired heat exchanger warranty.

Roof

All roof panels shall be warranted for a period of one (1) year for defects in material & workmanship; and shall be warranted for a period of fifteen (15) years against blistering, peeling, and perforation.

EXHIBIT M

SAMPLE

This instrument prepared by
and after recording return to:
Clay D. Stephens, Esq.
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No.

STATE OF

COUNTY OF

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this _____ day of _____, 20____ by and between _____, an _____ (the "Landlord") and _____ an _____ (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of _____ (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the " Demised Premises") to be located in _____ County, _____, _____, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The Lease contains provisions concerning the construction of the Demised Premises.

3. The Demised Premises may be used for any lawful purpose.

4. The term of the Lease shall be for a period of _____ (_____) years beginning on the Commencement Date as that term is defined in the Lease.

5. Tenant shall be entitled to extend the term of the Lease for _____ (_____) successive periods of _____ (_____) years each, upon the terms and conditions therein set forth.

6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill’s Dollar Store, Fred’s, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, or any “Wal-Mart” branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.

7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first

obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.

8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

an

By: _____

Its:

Witness

Witness

TENANT:

a

By: _____

Its: Vice President of Real Estate

Witness

Witness

LANDLORD AS INDIVIDUAL

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 200__, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LANDLORD AS PARTNERSHIP

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 200__, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledges himself/herself/themselves to be the partner(s) of _____, a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LANDLORD AS CORPORATION

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 200__, before me, the undersigned, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ of _____, a corporation, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 200__, before me, the undersigned, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ of _____, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

LANDLORD AS TRUST

STATE OF _____)
) SS
COUNTY OF _____)

On this the ____ day of _____, 200__, before me, the undersigned, personally
appeared _____, who acknowledged himself/herself/themselves to be the
_____ of _____, a trust, and that he/she/they,
as such executor/officer(s), being authorized to do so, executed the foregoing instrument for the
purposes therein contained, by signing the name of the trust by himself/herself/themselves as
_____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the ____ day of _____, 200____, before me, the undersigned officer,
personally appeared _____, Vice President of Real Estate of
_____, and that he as such officer, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the name of the corporation
by himself as Vice President of Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION