LEASE MODIFICATION AGREEMENT #1

RE: Dollar General Store #4927 Gadsden, Alabama

THIS LEASE MODIFICATION AGREEMENT (the "Agreement"), entered into this day of 2009, by and between SE Ewing Avenue Properties, LLC, an Alabama limited liability company, whose principal office and place of business is 111 South 4th Street, Suite 100, Gadsden, Alabama 35901 (the "Lessor"), and Dolgencorp, LLC, a Kentucky limited liability company, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, (the "Lessee").

WITNESSETH,

WHEREAS, the undersigned parties now being Lessor and Lessee respectively, under the terms of a lease dated October 28, 1998 (hereinafter referred to as the "Lease") and primarily covering a store space located at 2110 Ewing Avenue, City of Gadsden, County of Etowah, and State of Alabama (the "Demised Premises"), do now desire to modify and amend such Lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified upon the final execution of this Agreement as follows:

- 1. **TERM.** The term of this Lease is extended through June 28, 2016 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
- 2. **OPTION.** Both parties hereby acknowledge that Tenant's second and third option to extend the term, as provided in the Lease, are null and void upon execution of this Lease Modification Agreement and replaced with the following:

"Provided it shall not be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Lessee shall be entitled to extend the term of this Lease for one (1) period of five (5) years (the "Option Period"), upon the same terms and conditions as herein set forth. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than one hundred eighty (180) days prior to the expiration of the Extended Term, or Option Period, if applicable. In the event Lessee does not exercise its right to renew this Lease, as set forth herein, all succeeding rights to extend the Lease shall terminate."

- 3. RENT. Notwithstanding anything to the contrary in the Lease, rent shall be payable as follows:
 - a) Commencing June 29, 2009, rent shall be in the amount of Three Thousand Three Hundred and 00/100 (\$3,300.00) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
 - b) The rent during the Option Period, if exercised, shall be in the amount of Three Thousand Seven Hundred Ninety-Five and 00/100 (\$3,795.00) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
- 4. PERCENTAGE RENT. Commencing June 29, 2009, Section XXVII.d. of the Lease is hereby deleted in its entirety and is not being replaced.
- 5. NOTICES. All notices required under this Agreement shall be deemed to have been properly served if delivered in the manner set forth in the Lease, except that Lessee's address for receipt of notices shall hereinafter be Dolgencorp, LLC, 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Vice President, Lease Administration).

- 6. MISCELLANEOUS. Lessor and Lessee agree that the Lease is, as of the date of this Agreement, in full force and effect, and all other terms and conditions of the Lease shall remain unchanged except as modified in this Agreement. Lessor and Lessee agree that there are no other lease amendments or modifications other than this Agreement. The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. All capitalized terms in this Agreement shall have the meaning assigned to them in the Lease, unless expressly modified herein.
- 7. GUARANTY OF LEASE. Dollar General Corporation has, simultaneous with the execution of this Agreement by Lessee, executed a Guaranty of Lease in the form attached hereto as <u>Exhibit "A-1</u>." The original Guaranty of this Agreement shall be delivered by Lessee to Lessor with a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the part	ties have hereunto set	their hands and seals, May 20,
20 <u>69</u> (as to Lessor); <u>May 14</u>	, 20 <u>09</u> (as to Lessee).	
Signed and acknowledged in duplicate in presence of:		
Witnesses for Lessor:	LESSOR:	SE EWING AVENUE PROPERTIES, LLC
Dusty Stiwson Witness 1	BY:	Jason B. Stinson Its: Manager
Print Name		
Lamer Din		
Witness 2		

Witnesses for Lessee:

Kathun Laid
Witness 1

Witness 1

Maurice A. Laliberte
Vice President, Lease Administration

May K Bennett
Print Name

LESSEE: DOLGENCORP, LLC

Maurice A. Laliberte
Vice President, Lease Administration

Print Name

LESSOR

STATE OF <u>ALABAMA</u>)	
)	SS
COUNTY OF ETOWAH)	

On this the day of May, 2009, before me, the undersigned, Jason B. Stinson as manager of SE Ewing Avenue Properties, LLC, and he as such Manager being authorized to do so executed the foregoing instrument for the purposes therein contained, by signing the name of limited liability company by himself as Manager.

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

My Commission Expires:

My Commission Expires May 27, 2012

LESSEE

STATE OF TENNESSEE) SS COUNTY OF DAVIDSON)

On this the 14 day of May, 2009, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President, Lease Administration of Dolgencorp LLC, 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 corporation by himself as Vice President, Lease Administration.

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

Dayloshun Bann My Commission Expires: 9/25

Exhibit "A-1"

GUARANTY

IN CONSIDERATION of the leasing of certain premises located at 2110 Ewing Avenue, in the City of Gadsden, County of Etowah, State of Alabama, under a Lease dated October 28, 1998, as may be amended from time to time, with SE Ewing Avenue Properties, LLC (including the successors and assigns of same, hereinafter the "Lesser"), and Dolgencorp, LLC (including the successors and assigns of same, hereinafter the "Lessee"), Dollar General Corporation does hereby agree that if Dolgencorp, LLC 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, Lessor shall hereafter recognize Dollar General Corporation as Lessee so long as Dollar General Corporation agrees in writing with Lessor to be bound by and to perform all of the terms, covenants, conditions and provisions of this Lease on Lessee's part to be performed hereunder.

PUBLICATION

BY. DOLLAR GENERAL CORPORATION

Maurice A. Laliberte

Vice President of Lease Administration

My Commission Expires May 27, 2012

The Foregoing Guaranty and the provisions thereof are accepted as of this _____ day of

Mry 2009.

LESSOR: SE EWING AVENUE PROPERTIES, LLC

Jason B. Stinson Its: Manager



100 Mission Ridge / Goodlettsville, TN 37072 / Phone 615-855-4000 Lease Renewals Department Fax 615-855-4663

November 21, 2005

Stinson Enterprises Inc. P.O. Box 494 Gadsden, Al 35902-0494

RE: Dollar C

Dollar General Store #4927

Gadsden, Alabama

Dear Landlord:

Please use this letter as notification that Dolgencorp, Inc. hereby exercises its option to renew its Lease as provided in our Lease Agreement. According to our records, this will extend the term of our Lease from June 29, 2006 through June 28, 2011.

Sincerely,

DOLGENCORP, INC.

Kim Esposito

Director of Lease Renewals

Kym laposito

KE:mh

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

LEASE

THIS LEASE, entered into this 28th day of October 1998, by and between Stinson Enterprises, Inc., an Alabama Sub S corporation, or its assigns, Lessor, and Dolgencorp, Inc., a Kentucky corporation, with its principal office and place of business in Scottsville, Kentucky, Lessee.

WITNESSETH

- I. <u>PREMISES</u>. Lessor represents and warrants that it will own lawful fee simple title to a building measuring 7,762 square feet and located at 2110 Ewing Avenue in the City of Gadsden, County of Etowah, State of Alabama 35901, and more particularly described in the legal description attached hereto as Exhibit "A" and made a part hereof, and as shown on the site plan attached hereto and made a part hereof as Exhibit "B". Lessor hereby leases the premises to Lessee on the following terms and conditions.
- II. TERM. The term of this Lease shall commence the earlier of (a) the day Lessee opens for business in the demised premises to the public; or (b) that date forty-five (45) days after the Lessor has completed all work and renovation required to be performed by it as described in Exhibit TDT, attached hereto and made a part hereof, and shall continue for a period of seven (7) years, unless sooner terminated as provided or permitted herein. Provided it shall not be in default hereunder, Lessee shall be entitled to extend the term of this Lease for three (3) successive periods of five (5) years each, upon the same terms and conditions as herein set forth, except as to term, number of renewals, rent and percentage rent. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than one hundred eighty (180) days prior to the expiration of the original term, or of any

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renewal thereof. In the event Lessee does not give notice of exercising its right to renew this Lease, all succeeding renewals shall terminate and Lessor shall be permitted to place "For Lease" signs in the demised premises. Lessee may use the demised premises for the retail sale of general merchandise of the type sold in other Dollar General® Stores.

III. <u>RENT</u>. The rental during the primary term shall be Two Thousand, Two Hundred, Fifty and 00/100 (\$2,250.00) dollars per calendar month payable in advance on or before the first day of each month.

The rental during the first option period shall be Two Thousand, Six Hundred and 00/100 (\$2,600.00) dollars per calendar month payable in advance on or before the first day of each month.

The rental during the second option period shall be Three Thousand and 00/100 (\$3,000.00) dollars per calendar month payable in advance on or before the first day of each month.

The rental during the third option period shall be Three Thousand, Five Hundred and 00/100 (\$3,500.00) dollars per calendar month payable in advance on or before the first day of each month.

The effective and binding date of this Lease shall be the date of execution, but that payment of the rent provided in this Lease shall commence on the earlier of:

- (A) That date on which Lessee's store in the demised premises is open for business to the public; or
- (B) That date forty-five (45) days after the Lessor has completed all work and renovation required to be performed by it as described in "Scope of Work", Exhibit "C", attached hereto and made a part hereof.

LESSOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLETE ALL OF ITS WORK AND RENOVATION OF THE DEMISED PREMISES AS DESCRIBED IN EXHIBIT "C" BY THE CLOSE OF BUSINESS ON JULY 1, 1999. IN THE EVENT LESSOR BREACHES THIS REPRESENTATION AND WARRANTY, LESSEE SHALL BE RELIEVED OF ITS RENT OBLIGATION FOR THE FIRST SIX (6) MONTHS OF OCCUPANCY OF THE DEMISED PREMISES.

IV. <u>EXCLUSIVE USE COVENANT</u>. If property contiguous to the demised premises is developed by Lessor for commercial purposes, Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any part of the contiguous property for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Super Ten, or Bargain Town.

Should Lessee, or a subtenant or assignee of Lessee, intentionally cease to conduct business in the demised premises, then this covenant shall terminate upon expiration of 180 days from the date of cessation of the business. This covenant shall run with the land.

Lesser's remedies at law would be inadequate and therefore, and in that event, Lessee shall be entitled to cancel this Lease or to relief by injunction, or otherwise, as Lessee may elect in its sole discretion. Lessee's remedies, in any event, shall be cumulative rather than exclusive.

Lessor represents and warrants: (1) the MAINTENANCE. demised premises are well built, properly constructed, structurally safe and sound; (2) during the term of this Lease and any renewals hereof, it will so maintain them; and, (3) the demised premises conform to all applicable requirements of the Americans with Disabilities Act of 1990, as amended, Pub. L 101-336, 42 U.S.C. 12101 et seq. Lessor shall maintain at its cost and expense in good condition and shall perform all necessary maintenance, repair, and replacement to the exterior and structural portions of the premises including, but not limited to, the roof, all paved areas, foundation, floors, exterior walls, all interior and exterior utility lines and pipes, and all other structural portions of the building during the term of this Lease and any renewal periods, provided, however, Lessor shall not be responsible for repairs, maintenance, or replacement of interior floor coverings, interior wall surfaces, or interior utility lines and pipes where such repairs, maintenance or replacement is due to normal wear and tear or use. Lessee assumes liability for damage to plate glass windows

and doors except when caused by latent defects, or Lessor, its agents, employees, or contractors. Lessee shall maintain the interior of the premises during the term of this Lease and any renewal periods and shall return the building to Lessor thereafter in its same condition, ordinary wear and tear excepted. Lessor has the right and responsibility to enter the demised premises periodically, at any reasonable time, to inspect the condition of the premises and to make repairs. All repairs, restorations, or payments which are obligations of Lessor, shall be completed or made within a reasonable time. Should Lessor neglect or refuse to make or commence such repairs, restorations, or payments within thirty (30) days after written notice has been given by Lessee, Lessee, without liability or forfeiture of its term or terms may make or perform such construction, herein, restorations, maintenance, or payments. Lessee shall invoice Lessor for the cost of such repairs, and in the event Lessor does not reimburse Lessee within thirty (30) days after receipt of the invoice, Lessee may deduct the cost thereof and the cost of damage to Lessee's property from the rent or other monies thereafter payable. Lessee agrees not to deduct more than 50% of the current monthly rent until such amount is paid in full. Any such deduction shall not constitute a default by Lessee unless Lessee shall fail to pay the amount of such deduction to Lessor within thirty (30) days after a final adjudication by a court of competent jurisdiction that such amount is owing to Lessor. If, in any action by Lessor to recover any funds withheld by Lessee, a court of competent jurisdiction determines such funds are owing to Lessor, Lessee shall, in addition to such funds, pay Lessor all costs and expenses of such action including reasonable attorneys' fees, and interest on such funds from the date of withholding until paid in full at the rate of 18% per annum. Any repairs or other work done by Lessor shall be performed so as to cause the least interference possible with Lessee's operation.

VI. FIXTURES AND EQUIPMENT. Lessor shall at all times furnish heating, lighting, plumbing and air conditioning equipment in the



demised premises and shall be responsible for the cost of major repairs and replacement of all such equipment in excess of \$750.00 per occurrence, unless such repair or replacement is due to the negligent act of Lessee or Lessee's agents. Lessee shall be responsible for the entire cost of minor repairs and routine maintenance, and the first \$750.00 of major repairs replacements per occurrence. Lessee shall keep in force during the term hereof and any renewal periods a maintenance contract covering the heating, ventilating, and air conditioning system. contract shall provide for quarterly servicing of all such equipment and shall be with a contractor reasonably acceptable to Lessor. Lessee shall provide Lessor with a copy of the maintenance contract at any time Lessor may request. Failure for Lessee to keep in force a maintenance contract and the performance of such maintenance will void Lessor's responsibility for the repair or replacement of the heating, ventilating, and air conditioning systems.

Lessee shall at all times have the right to remove any fixture or item of equipment installed by it in the demised premises. Lessor warrants to Lessee that upon acceptance of the demised premises the present condition of the premises will be in good order, and that all plumbing and sewage facilities, all mechanical equipment, including but not limited to, air conditioning, heating, and sprinkler system, if any, is operative and mechanically sound. Lessor will, at its cost and expense, supply any apparatus, appliance, or material and will cause any work to be done in and about the demised premises which may be required or ordered by any lawful authority, unless required as a result of Lessee's specific use of the demised premises.

VII. <u>ENTRANCES</u>. Lessee shall have unrestricted use and access to all entrances, passways, and delivery lanes to the demised premises and easements adjacent thereto.

VIII. <u>UTILITIES</u>. Lessee shall pay for all utilities furnished to the demised premises during the term of this Lease and any renewal periods thereof.

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- IX. TAXES AND ASSESSMENTS. Lessor shall pay at its cost and expense all taxes, assessments (including special assessments), and charges of a similar nature which may be levied by any governmental entity with respect to the premises. Lessee shall pay at its cost and expense all personal property taxes and assessments which may be levied by any governmental entity with respect to Lessee's merchandise inventory, trade fixtures, or business operation.
- X. ASSIGNMENT AND SUBLETTING. Lessee may not assign or sublet the whole or any part of the demised premises without the prior written consent of the Lessor. Lessor covenants that its consent shall not be unreasonably withheld unless other lease restrictions or agreements prevent such assignment or subletting. Following any subletting or assignment the Lessee shall not be relieved from any of the terms and conditions of this Lease. After such subletting or assignment, the word Lessee as used herein shall also mean any such subtenant or assignee. In the event Lessee subleases the demised premises or assigns, this Lease for a rental rate in excess of its current monthly rent, Lessor shall be entitled to 50% of such excess amount. Lessee shall, however, have the right, without Lessor's consent, to enter into an Assignment of this Lease or a Sublease of the demised premises to the parent corporation of Lessee, any subsidiary corporation of Lessee or Lessee's parent corporation, any corporation succeeding to substantially all of the assets of Lessee as a result of a consolidation or merger, or a corporation to which a portion of the assets of Lessee have been sold; provided, however, that the other corporation shall assume in writing Lessee's obligations hereunder, and the primary use of the demised premises shall remain substantially the same.
- XI. LESSEE'S INSURANCE. At all times Lessee occupies the demised premises, Lessee shall, at its sole cost, carry and maintain comprehensive general liability insurance insuring Lessee against claims for injury, wrongful death, or property damage occurring in the demised premises with combined minimum policy limits of \$1,000,000 per occurrence. Lessor shall be named as an additional insured under Lessee's insurance subject to the

provisions of this Lease. Lessee may provide the insurance herein required in any blanket policy or policies which it carries. Upon request, Lessee shall provide Lessor with a photocopy of the certificate of insurance as evidence of such coverage. All policies shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving Lessor thirty (30) days prior written notice.

XII. DAMAGE TO BUILDING. If all or any portion of the demised premises shall be condemned by lawful authority as unsafe or unfit for use, or if they become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenantable, this Lease shall, at the option of either party, terminate unless the demised premises can be repaired or restored within one hundred twenty (120) days. During any such reconstruction period the Lease shall be continued but the rent shall be abated during the period of time while the premises cannot be occupied. Should the demised premises be damaged but remain tenantable, Lessor shall immediately repair the damage, and there shall be an abatement of rent based on the square footage damaged during the period of repair or restoration, unless such damage is caused by Lessee, its agents, employees, or contractors.

XIII. CONDEMNATION. In the event the demised premises or any portion thereof are taken in condemnation proceedings, Lessee may cancel the Lease without further liability on the part of Lessee, unless Lessor elects to restore the demised premises to substantially the same condition prior to such condemnation. In the event Lessee retains the premises, Lessor will restore the remaining premises to proper tenantable condition forthwith. Until the premises are restored to proper tenantable condition, rental shall abate. Thereafter, rental shall be reduced in proportion to the reduction in the area of the premises so taken. Nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking whether made separately or as a part of a general award. For purposes of this paragraph, the term "condemnation proceedings"

shall include conveyances and grants made in anticipation of or in lieu of condemnation proceedings.

- XIV. <u>DEFAULT</u>. Lessor agrees not to exercise any of its remedies at law or in equity against Lessee by reason of any default by Lessee unless and until Lessor shall have given Lessee written notice by certified mail of the default, and unless Lessee shall have failed to cure such default within a period of fifteen (15) days after receipt of such notice in the case of monetary defaults, or in the case of non-monetary defaults, commenced a course of action adequate to cure such default within a period of thirty (30) days from the receipt of such notice and diligently pursued same to completion.
- XV. HOLDING OVER. Any holding over by Lessee beyond the original term of this Lease or any renewal period thereof shall give rise to a tenancy from month to month on the same terms and conditions contained herein.
- XVI. MUTUAL RELEASE. Except as otherwise provided herein, Lessee hereby releases Lessor from all liability resulting from loss or damage caused by fire or other hazards to Lessee's contents in the demised premises even if such fire or other hazards shall be brought about by the negligent act or omission of the Lessor, its agents, or employees. Lessor hereby releases the Lessee from any and all liability for any loss or damage caused by fire or other hazards to the demised premises even if such fire or other casualty shall be brought about by the negligent act or omission of the Lessee, its agents, or employees. Lessor and Lessee agree that all insurance policies shall include a clause waiving rights of subrogation against the other.
- XVII. QUIET POSSESSION. Lessor covenants that it will put Lessee into complete and exclusive possession of the demised premises, free from all orders, restrictions and notices of any public or quasi-public authority, and that if Lessee shall pay the rental and perform all the covenants and provisions of this Lease to be performed by Lessee, the Lessee shall, during the term demised and any renewal periods, freely, peaceably and quietly occupy and enjoy

the full possession of the demised premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance. In addition, Lessor agrees to indemnify, defend, and hold Lessee harmless from any and all claims seeking to prevent Lessee from quiet and complete possession of the demised premises. If at any time during the term demised the title of the Lessor shall fail or for any reason it shall appear that Lessor is unable to make this Lease for the term on the conditions set forth, the Lessee shall, in addition to all remedies available at law or in equity, have the right at Lessor's expense to correct any default or terminate this Lease.

XVIII. RENT PAYMENT. Make rent checks payable to Stinson Enterprises, Inc., and mail them to the following address: P. O. Box 494, Gadsden, AL 35902-0494, Tax ID #63-1163521.

XIX. LESSEE'S BUSINESS OPERATION. Lessor and Lessee agree that nothing in this Lease shall be construed to imply that Lessee is required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the number of hours per day or week that Lessee may operate in the demised premises, or as creating an implied or expressed obligation upon Lessee to continuously occupy or operate a business in the demised premises.

AX. HOLD HARMLESS. Lessor agrees to hold Lessee harmless from any and all claims which may arise from, on, in or about the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required by law or the terms hereof to be maintained by Lessor. Lessee agrees to hold Lessor harmless from any and all claims which may arise in the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required by law or the terms hereof to be maintained by Lessee.

XXI. NOTICES. All notices required under this Lease shall be deemed to have been properly served if delivered in writing

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personally or by registered or certified mail to Lessor, Jason B. Stinson, Stinson Enterprises, Inc., P. O. Box 494, Gadsden, AL 35902-0494, or such other place or places as it may designate in writing from time to time, or to Lessee at Dolgencorp, Inc., (Attention: Director of Real Estate), 427 Beech Street, Scottsville, Kentucky 42164. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department. Final execution and delivery of this Lease is in the Commonwealth of Kentucky and shall be construed in accordance with the laws of the State of Alabama.

XXII. <u>SIGNS</u>. Lessor agrees that it will permit Lessee to place its standard internally illuminated 5' x 40' box sign as shown on Exhibit "D", attached hereto and made a part hereof, on the exterior of the demised premises. Lessee agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations, if any, and that it will so maintain them.

XXIII. <u>CAPTIONS</u>. 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.

XXIV. ENTIRE AGREEMENT. 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.

XXV. <u>BINDING EFFECT</u>. This Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

XXVI. <u>COMPLIANCE WITH LAWS</u>. Lessor shall, at Lessor's sole cost and expense, comply with all codes and requirements of all county,

personally or by registered or certified mail to Lessor, Jason B. Stinson, Stinson Enterprises, Inc., P. O. Box 494, Gadsden, AL 35902-0494, or such other place or places as it may designate in writing from time to time, or to Lessee at Dolgencorp, Inc., (Attention: Director of Real Estate), 427 Beech Street, Scottsville, Kentucky 42164. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department. Final execution and delivery of this Lease is in the Commonwealth of Kentucky and shall be construed in accordance with the laws of the State of Alabama.

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XXV. <u>BINDING EFFECT</u>. This Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

XXVI. <u>COMPLIANCE WITH LAWS</u>. Lessor shall, at Lessor'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 physical or environmental condition of the demised premises, including without limitations laws and regulations pertaining to disabled persons, asbestos, radon and hazardous substances. In the event asbestos or any other materials deemed hazardous by a governing authority (provided such hazardous material has not been introduced by Lessee) is required by law to be removed from the demised premises, Lessor shall perform such removal at its own cost and expense. Lessee shall, at Lessee'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 Lessee's specific use of the demised premises.

XXVII. SPECIAL STIPULATIONS.

- a. Scope of Work. See Exhibit "C" attached hereto and made a part hereof.
- b. Real Estate Taxes. Lessee shall reimburse Lessor for general real estate taxes (excluding special assessments) paid by Lessor. Lessor will furnish Lessee photostatic copies of any tax bills paid by it and records reasonably necessary to calculate the obligation of Lessee, and Lessor further agrees to join Lessee in appealing any unreasonable tax assessment.

Lessor shall notify Lessee in writing within ten (10) days of receipt of any notice that real estate taxes are to be increased and, in the event Lessee so elects, Lessor shall join with Lessee in proceedings to protest such increase.

Lessor agrees to pay all taxes before delinquency and shall further obtain all savings offered for early payment. Lessee shall not be obligated to pay any portion of any penalty for delinquent payment nor for a saving which could have been realized for discounted early payment. Any payment due hereunder shall be prorated as of the termination of expiration date of this Lease.

Lessor's failure to submit to Lessee the request for reimbursement within six (6) months after the end of the annual tax year shall nullify Lessor's right to collect from Lessee the reimbursement for that particular tax year.

c. Building Insurance. Lessor agrees to carry comprehensive general liability insurance on the premises with a combined single limit for bodily injury, personal injury, and property damage of not less than \$1,000,000 per occurrence. Lessor further agrees to maintain fire, casualty and extended coverage insurance on the building in an amount equal to at least 80% of the insurable value of the property.

Lessee shall reimburse Lessor for insurance premiums paid by Lessor. Lessor shall bill Lessee within sixty (60) days of the date of Lessor's payment of premiums which billings shall be accompanied by legible copies as of the paid premium invoices and such additional information as may be necessary to calculate

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Lessee's prorata share. If Lessor fails to bill Lessee within six (6) months of the date of Lessor's payment of a premium, Lessee's reimbursement obligation for that premium shall thereupon be extinguished.

Lessor shall use due diligence and good faith to obtain the insurance at a rate favorable to Lessee and upon Lessee's request, Lessor shall obtain competitive quotations from at least three insurance companies. If requested by Lessee, Lessor shall promptly furnish Lessee documentation of Lessor's efforts to obtain favorable insurance rates and copies of competitive quotations.

d. Percentage Clause. Lessee agrees to pay to Lessor as additional rent during the primary term a sum of money equal to 2% of its sales in excess of \$900,000.00, hereinafter called the minimum sales base, made from the leased premises during each lease year.

Lessee agrees to pay to Lessor as additional rent during the first option period a sum of money equal to 2% of its sales in excess of \$1,040,000.00, hereinafter called the minimum sales base, made from the leased premises during each lease year.

Lessee agrees to pay to Lessor as additional rent during the second option period a sum of money equal to 2% of its sales in excess of \$1,200,000.00, hereinafter called the minimum sales base, made from the leased premises during each lease year.

Lessee agrees to pay to Lessor as additional rent during the third option period a sum of money equal to 2% of its sales in excess of \$1,400,000.00, hereinafter called the minimum sales base, made from the leased premises during each lease year.

A report of sales made from the leased premises shall be given to Lessor by Lessee within sixty (60) days after the close of the preceding lease year, and if sales disclosed thereby are sufficient to require a payment hereunder, payment shall accompany the report. For the purpose of this paragraph "sales" shall not include rebates; refunds; allowances to customers; sales taxes imposed by any governmental authority; cash discounts; discounts to customers; discount sales to employees; cost of trading stamps; or any excise tax. Receipts from sales of money orders, lottery tickets, vending machines and similar receipts shall be included in sales only to the extent that any commission, fee or share of receipts related thereto, is received or retained by Lessee. The words "lease year" shall mean a period of twelve (12) successive months. The first lease year shall begin on the commencement date of this Lease, provided, however, that it shall include any period of time preceding the defined lease year during which Lessee is open for business prior to the commencement date, and, further provided, that the minimum sales base shall be increased pro rata for any such additional period, but shall not be decreased should Lessee open for business after the commencement date.

In the event the premises are ever occupied under a month-to-month tenancy, the percentage payment hereunder shall either be calculated on an annual basis if the premises are occupied for a full year, or, if not occupied for a full year, shall be calculated on the basis of a pro rata portion of the minimum sales base above stated corresponding to the proportionate part of the year during which rent is paid for the premises by Lessee. Payment in such case shall be made within sixty (60) days after the end of any such tenancy or other earlier termination of such tenancy.

Lessee shall at no time be liable for any percentage payments except those specified herein resulting from actual sales (as defined herein) by Lessee.

e. Consideration to Lease. As a consideration for the leasing of the demised premises Lessee shall pay to Lessor \$10,000.00. Upon

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final execution of this Lease, Lessee shall return to Lessor one original photocopy of this Lease and shall forward within fifteen (15) days thereafter a check in the amount of \$5,000.00 which represents one-half of the amount of the consideration. Lessee shall forward Lessor the remaining one-half, \$5,000.00, within ten (10) days after receipt of written notice that the demised premises is ready for occupancy as described on Exhibit "C", Scope of Work, attached hereto.

f. Parking Lot Maintenance. Lessee agrees to pay Lessor along with its monthly rent One Hundred and 00/100 (\$100.00) dollars per month as Lessee's sole reimbursement to Lessor for its actual cost of care and maintenance on the Parking Lot. Care and maintenance shall include cleaning, striping, and repairs.

g. Guaranty. See Exhibit "E" attached hereto and made a part hereof.

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

Witness for Lessor:

LESSOR: STINSON ENTERPRISES, INC.

Jason B. Stinson President & CEO

Witness for Lessee:

LESSEE: DOLGENCORP, INC.

DV.

H

GUARANTY

IN CONSIDERATION OF the reasons and 2110 Ewing Avenue, in the City of Gadsden, County of Etowah, and with the with the with the second country of Etowah, and with the second State of Alabama 35901, by a Lease Agreement dated the October, 1998 with Dolgencorp, Inc., as Lessee, and Stinson Enterprises, Inc., as Lessor, Dollar General Corporation does hereby agree that if Dolgencorp, Inc., 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 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, the Lessor shall hereafter recognize Dollar General Corporation as Lessee so long as Dollar General Corporation agrees in writing with Lessor to be bound by and to perform all of the terms, covenants, conditions and provisions of this Lease on Lessee's part to be performed hereunder.

IN WITNESS WHEREOF, Dollar General corporation has caused this Guaranty to be executed as of the _____ day of October, 1998.

LESSEE:

DOLLAR SENERAL CORPORATION

Witness

Ken EKIX

Director of Real Estate Operations

The Foregoing Guaranty and the provisions thereof are accepted as of this $2\mathcal{JH}$ day of October, 1998.

LESSOR: STINSON ENTERPRISES, INC.

By:

son B. Stinson

M

LEGEND

TYPE OF SURVEY (BOUNDARY)

DATE FIELD SURVEY COMPLETED (10-13-98)

DATE DRAWING COMPLETED (10-13-98)

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

DEED REFERENCE DEED BOOK 1057 PAGE 253

Symbol	Description		
•	1/4-1/4 SECTION CORNER		
0	EXISTING CAPPED 1/2" AEBAR (LS#2:163)		
•	CAPPED 1/2" REBAR SET (LS#21183)		

12

STATE OF ALABAMA: COUNTY OF ETOWAH:

LEGAL DESCRIPTION:

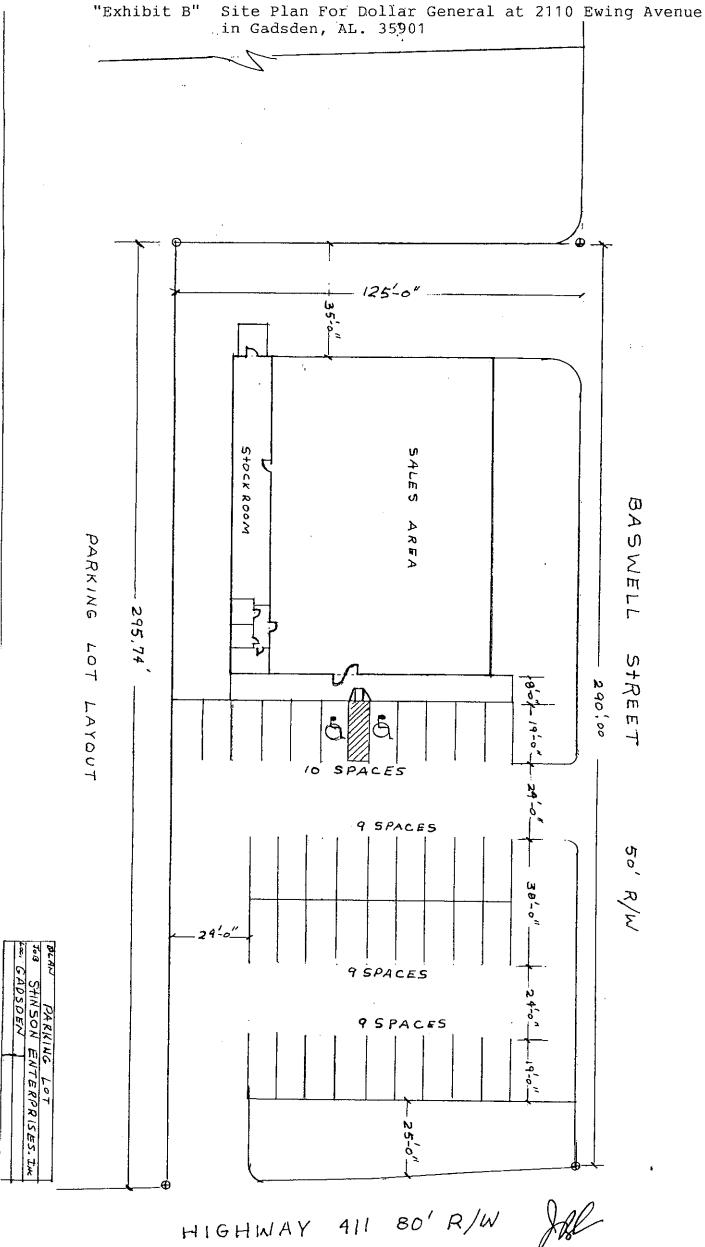
COMMENCE AT THE SW CORNER OF THE SE1/4-NE1/4, SECTION 26, T-11-S, R-6-E, SAID POINT BEING MARKED BY A CAPRED 1/2" REBAR STAMPED (LS#21183), THENCE NO2*47'00"W 200.00 FEET ALONG THE WEST LINE OF SAID FORTY TO A CAPPED 1/2" REBAR STAMPED (LS#21183), THENCE N27'09"00"E 203.50 FEET TO A 1/2" REBAR STAMPED (LS#21183), THENCE N27'09"00"E 203.50 FEET TO A 1/2" REBAR STAMPED (LS#21183), SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF BASWELL STREET, THENCE S42'13'49"E 59.99 FEET ALONG SAID RIGHT-OF-WAY LINE TO A CAPPED 1/2" REBAR STAMPED (LS#21183), SAID POINT BEING THE POINT OF BEGINNING: THENCE CONTINUE S42'13'49"E 290.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO A CAPPED 1/2" REBAR STAMPED (LS#21183) ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #411, THENCE DEFLECT RIGHT ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S45'08'27"W AND A CHORD DISTANCE OF 125.13 FEET TO A CAPPED 1/2" REBAR STAMPED (LS#21183), THENCE . LEAVING SAID RIGHT-OF-WAY N42'13'49"W 295.74 FEET TO A CAPPED 1/2" REBAR STAMPED (LS#21183), THENCE . STAMPED (LS#21183), THENCE N47'46'10"E 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.84 ACRES, MORE OR LESS.

SAID DESCRIPTION EMBRACING A PORTION OF THE SE1/4-NE1/4, SECTION 26, T-11-S, R-6-E OF THE HUNTSVILLE MERIDIAN; LYING AND BEING IN GADSDEN, ETOWAH COUNTY, ALABAMA.

I STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA.

No. 21183
PROFESSIONAL
TUNIO
T

HARRY W. WALKER, PLS ALA, REG. NO. 21183



SCOPE OF WORK...Gadsden, AL

Exhibit "C"

Lessor shall at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Except for the items listed below to be completed by Lessee, construct an 80' x 100' (8,000 total square feet) building, in accordance with Lessee's Prototype Store Specifications and General Specifications, attached hereto as Exhibit "C" with all utility services (including electric, plumbing, and HVAC) provided to it in good working condition and in compliance with all applicable codes.

Lessee shall at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

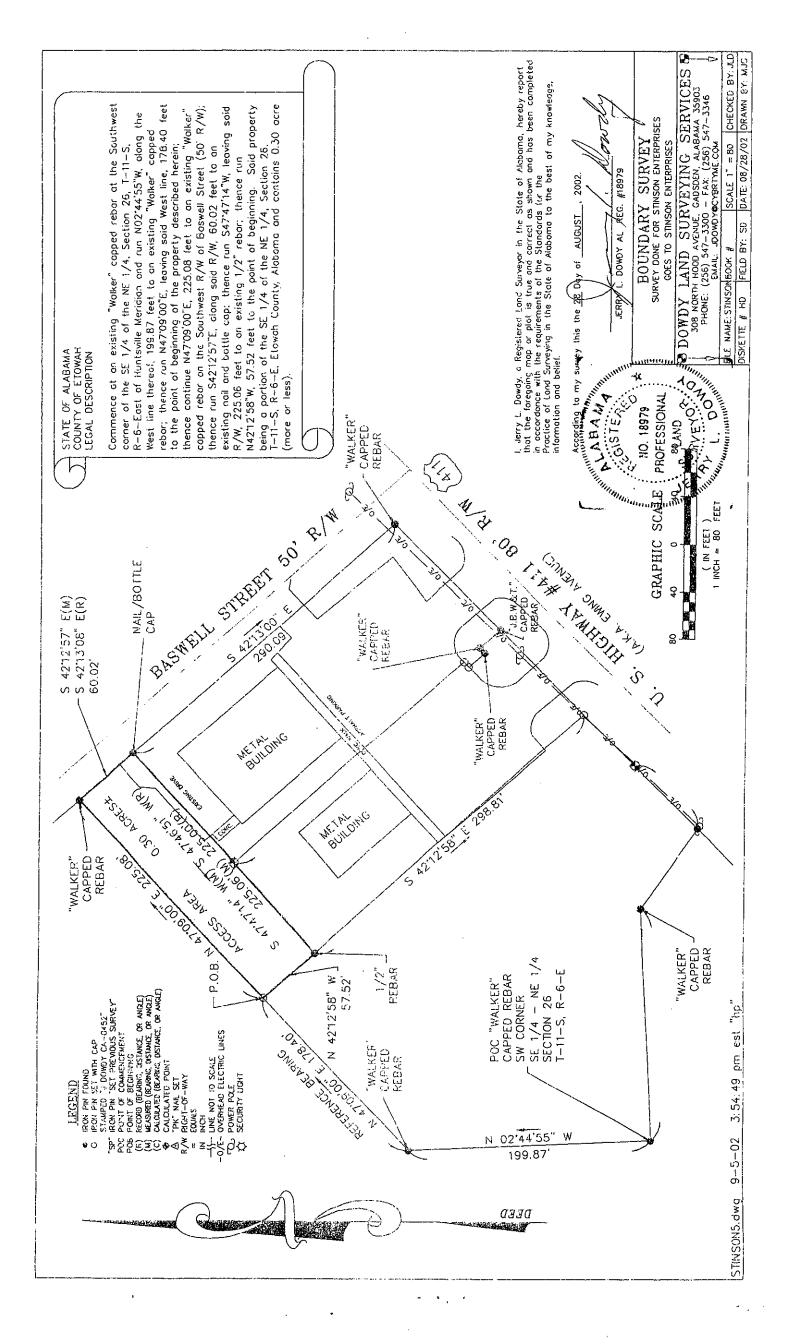
- 1. Provide 6,800 sq. ft. of floor tile; and,
- Furnish and install 104 only 8 ft., & 8 ea. 4' strip light fixtures with bulbs.
- 3. Provide and install standard 5' \times 40' internally illuminated Dollar General® box sign, and our standard 6' \times 16' pylon/pole sign.

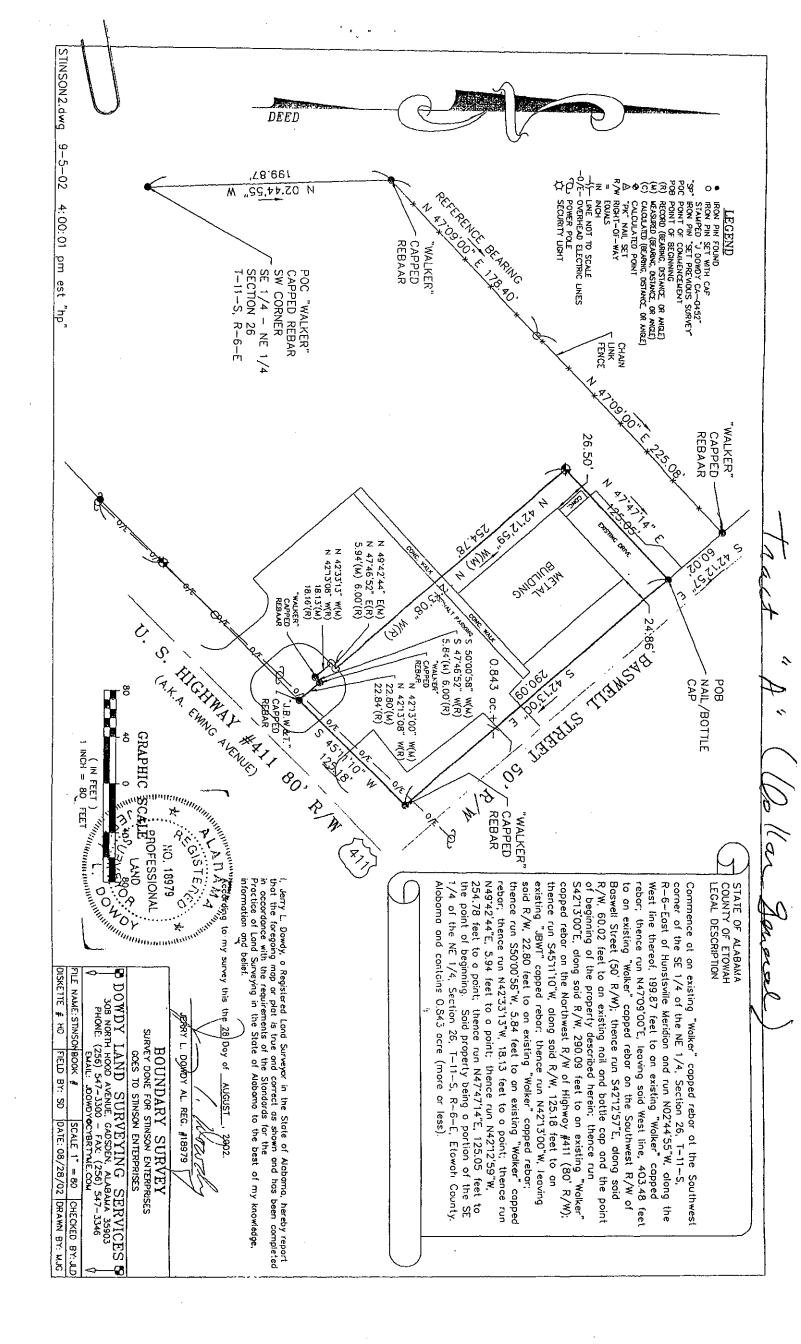
All work performed by Lessor and Lessee shall be in compliance with all applicable building and fire code requirements. Lessor shall also make any renovations and alterations necessary to cause the demised premises to conform to the public accommodations provisions of the Americans with Disabilities Act (ADA) of 1990 (Pub. L 101-336), 42 U.S.C. 12101 et seq., and the administrative regulations promulgated thereunder. Lessor's and Lessee's renovations and alterations shall be performed in a good, workmanlike manner. All materials used by Lessor and Lessee shall be of at least standard grade, commercial quality.

200

LESSOR AS CORPORATION

STATE OF Alabama
COUNTY OF _ Etowah .
On this the <u>28thday of October</u> , 19 ⁹⁸ , before me,
Jason B. Stinson , the undersigned officer, personally appeared
who acknowledged himself/herself/themselves
to be the President & CEO of Stinson Enterprises, Inc.; 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 <u>Stinson Enterprises</u> , Inc.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
nand and official seal.
Mayare & Schutte
my commission expire. 2-28-200
LESSEE
COMMONWWEALTH OF KENTUCKY)
COUNTY OF ALLEN
2Kg 10
me, DOOLD, the undersigned officer, personally appeared DIV TVG (DOLODO)
of Dolgencorp
ine., and that he, as such officer(s), being authorized so to do,
executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by himself as
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Heller Knowko
MY COMMISSION EXPIRES
September 11, 2002





GENERAL SPECIFICATIONS FOR DOLLAR GENERAL STORES EXHIBIT " "C"

STOCKROOM AREA - Partition wall across the building parallel with and ____ft from the side wall, with one 4' x 7' hollow core door centered for entrance into the stockroom from the sales floor, with a wall switch controlling the stockroom lights and one 4' x 7' exterior metal clad receiving door with security bar, emergency release mechanism, exterior buzzer, and light (with interior switch).

<u>WALL FINISH</u> - Sheetrock with joints taped and painted beige (using a product listed below) <u>OR</u> if masonry walls, sealed and painted beige (using the product listed below):

1. Kurfee's, Product #149-C4, Old Parchment Beige (or the equivalent).

TOILET - ADA qualified restrooms in the stockroom area. Partition walls for toilet in the stockroom area 8' high, finished and painted on the inside and outside, with a 3' x 6'8" hollow core door. Provide and install hot water heater and drinking fountain in stock room.

FLOOR - Vinyl tile, commercial grade in the sales area and restrooms (use the product listed below):

1. Azrock Brand, Product #V-824, Sesame (or the equivalent).

CEILING - Suspended acoustical tile (2' x 4') in exposed grid system, 10' above the floor.

<u>ELECTRICAL</u> - All exposed wiring shall be contained in conduit of proper size in the stockroom area. All wiring shall conform to local codes. Service to be 400amps.

LIGHT FIXTURES - In Sales Area - (96" 2-tube fluorescent light fixtures) Perimeter lighting is 3 1/2 ft. from front and side walls, 4ft. from the rear wall and suspended to 9' above the floor(same level as all other lights). Additional sales floor lighting installed end-to-end on 8' centers and suspended side-to-side to 9' above the floor (all lights to be level with the floor). Side-to-side lights are not to exceed 8' width from perimeter lights (note: if ceiling is 9' or lower, all lights are to be suspended 4" from the ceiling). One circuit per row, except center row which will have two circuits with first and last lights on separate circuit for use as night lights. In Stockroom Area - fixtures individually suspended as needed; one incandescent light in toilet with switch mounted inside adjacent to door.

BASE PLUGS - Two base plugs in the stockroom area approximately 30" above the floor, and two base plugs on the front wall, one on each side of the front doors, connected to the same circuit as the night lights.

HEATING, VENTILATING, AND AIR CONDITIONING SYSTEM - Rear or roof mounted, completed ductwork, conforming to ASHRAE specifications in the sales area and stockroom. Heat in the stockroom to maintain a minimum of 65° F. Return air vent to be in the ceiling, and thermostats mounted 7' above the floor on poles in the sales area.

FRONT DOORS - Two double action 3'6" x 7' aluminum frame full glass doors, centered to space.

STOREFRONT - Minimum of 42' x 10' plate glass (including doors), centered to the space. Also, sidewalk to be the width of the store and a minimum of 6' dcep.

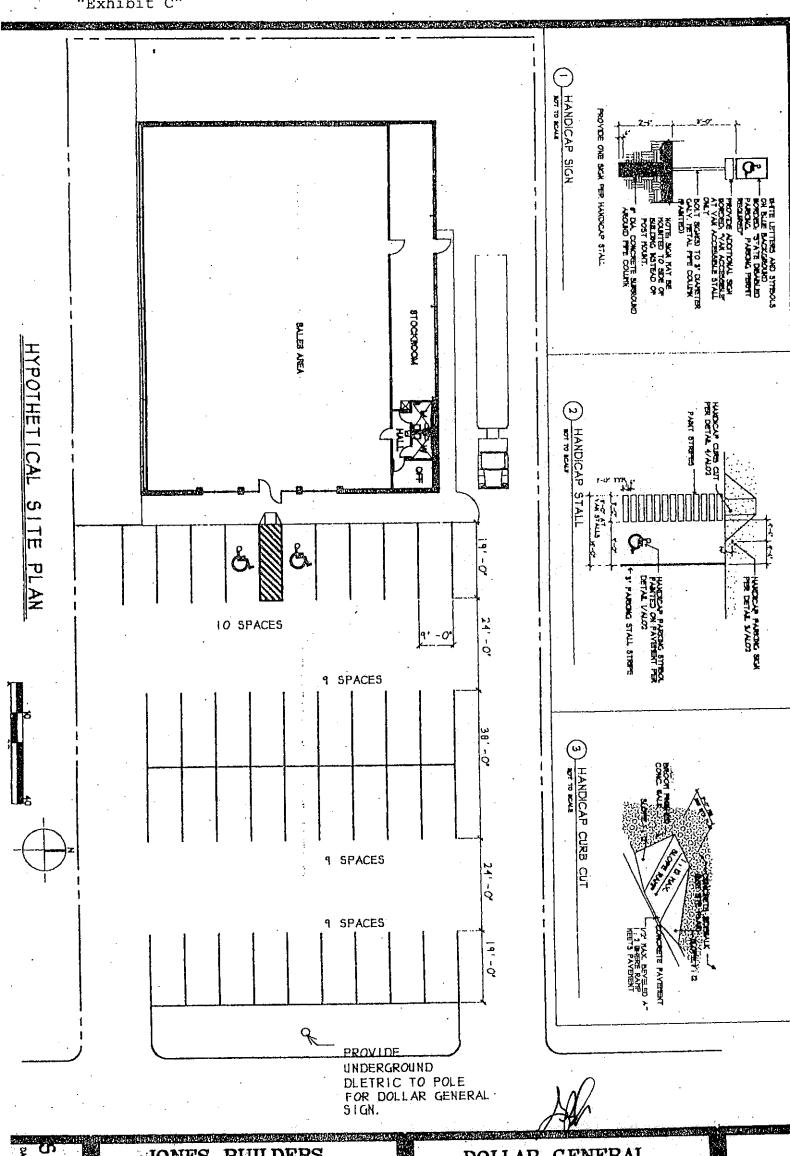
<u>CANOPY</u> - A flat roofed aluminum canopy the width of the building an extending a minimum of 6' from the building over the sidewalk, with adequate under canopy lighting using 96" 2-tube fixtures.

EMERGENCY EXIT LIGHTS - Install Emergency lights and Exit signs throughout the space to be in compliance with all applicable codes.

<u>PARKING LOT</u> - Provide the parking lot in good condition, paved with asphalt over gravel/aggregate base sufficient to hold normal traffic (suggested concrete or heavier duty asphalt is used for the side of the building for semi-trailer loading and unloading area and dumpster pad), properly striped with designated handicap parking to be in compliance with all applicable codes, and with adequate parking lot lighting, and a minimum of 30 parking spaces for Lessee's exclusive use.

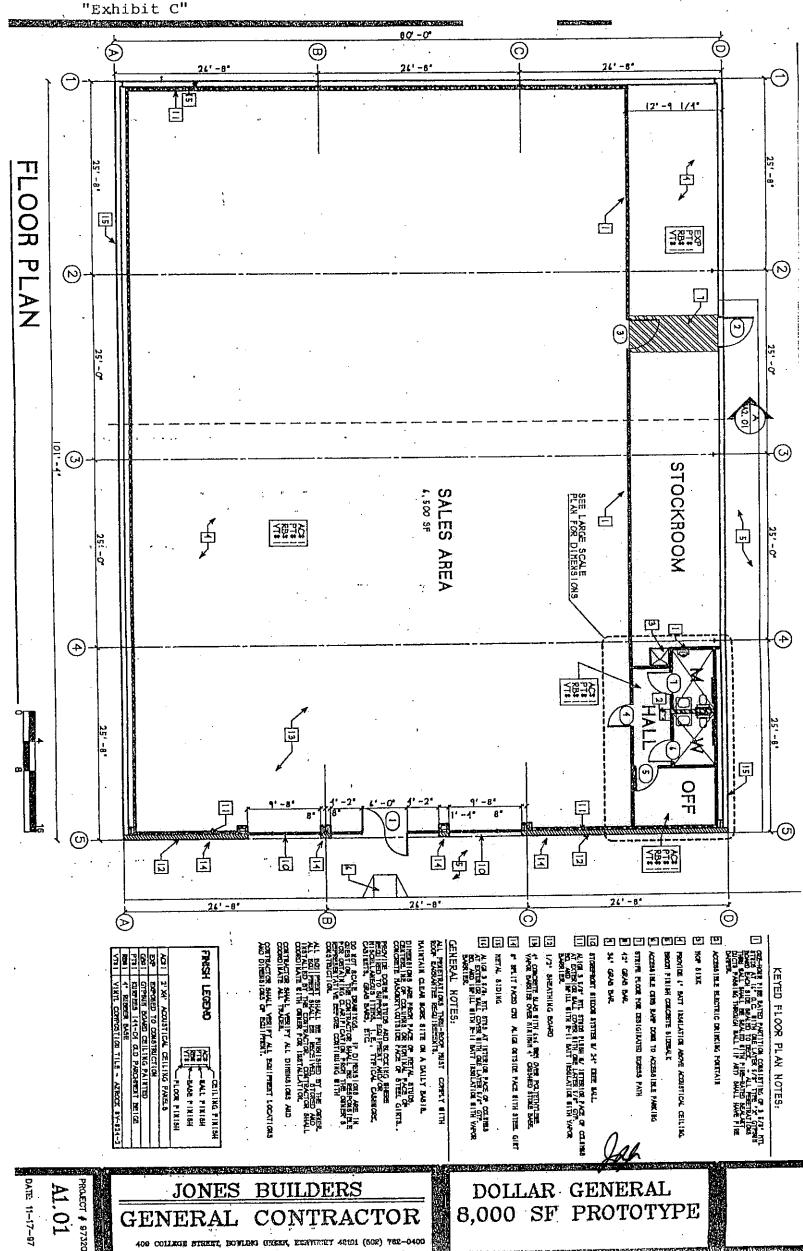
MOP SINK - Provide and install mop sink in stock room.

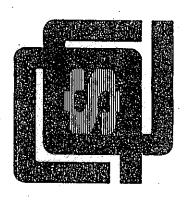
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BUILDERS **JONES**

DOLLAR GENERAL ,000 SF PROTOTYPE 8,000





8,000 SF PROTOTYPE

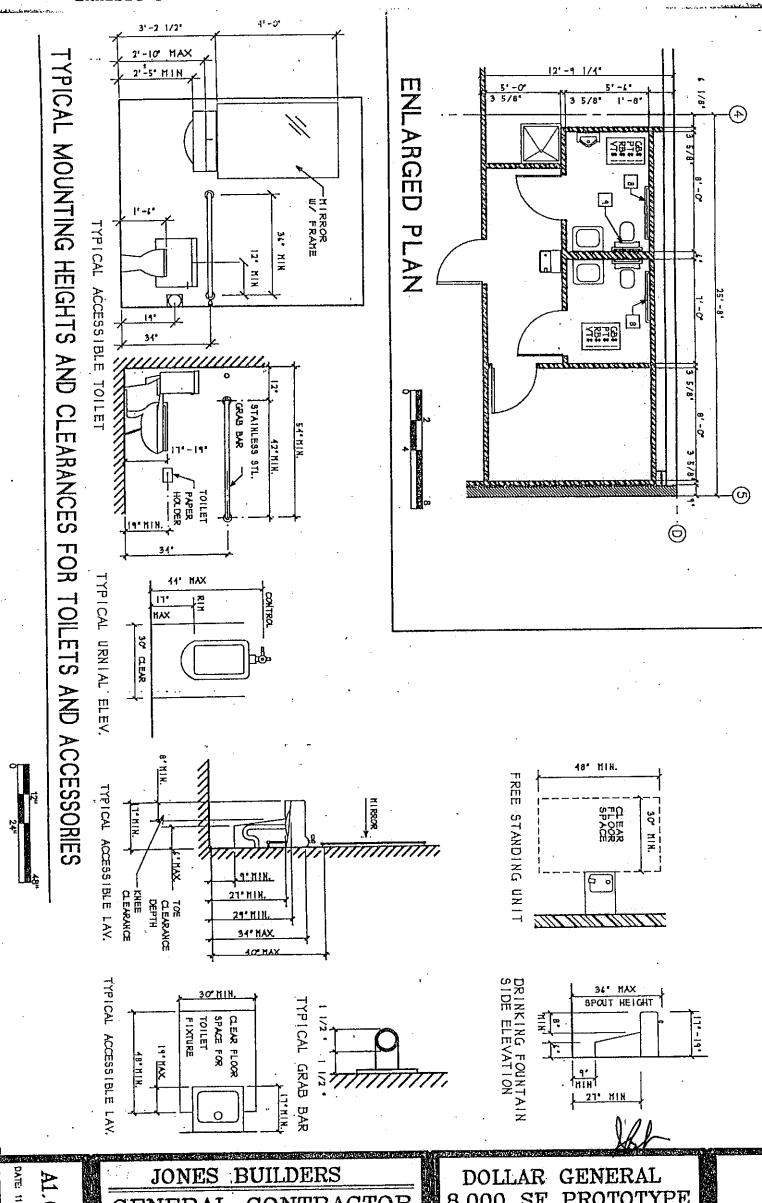
ONES BUILDERS

GENERAL CONTRACTORS 409 COLLEGE STREET, BOWLING GREEN, KENTUCKY 42101 (502) 782-0400

> AHOI FLOOR PLAN POWER & LIGHTING EL EVATIONS REFLECTED CELING MECHANICAL PLAN SECTIONS SITE LAYOUT

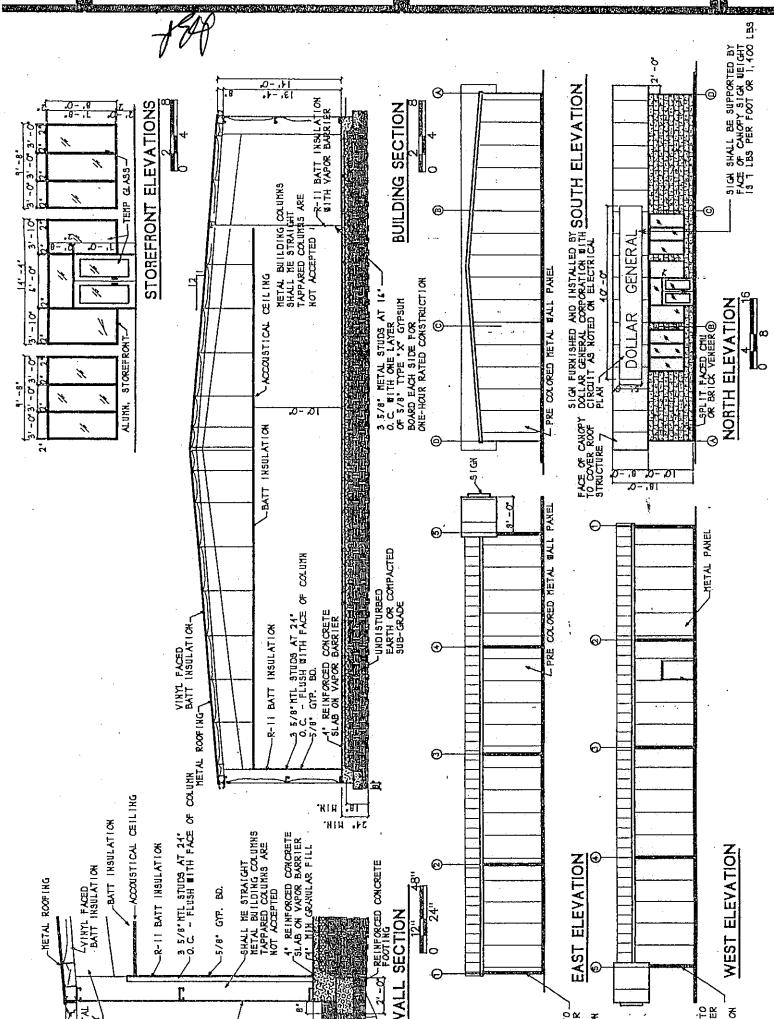
GOIV

NOEX OF DRAWINGS



DATE: 11-17-87

SF



CONCRETE PEDASTAL

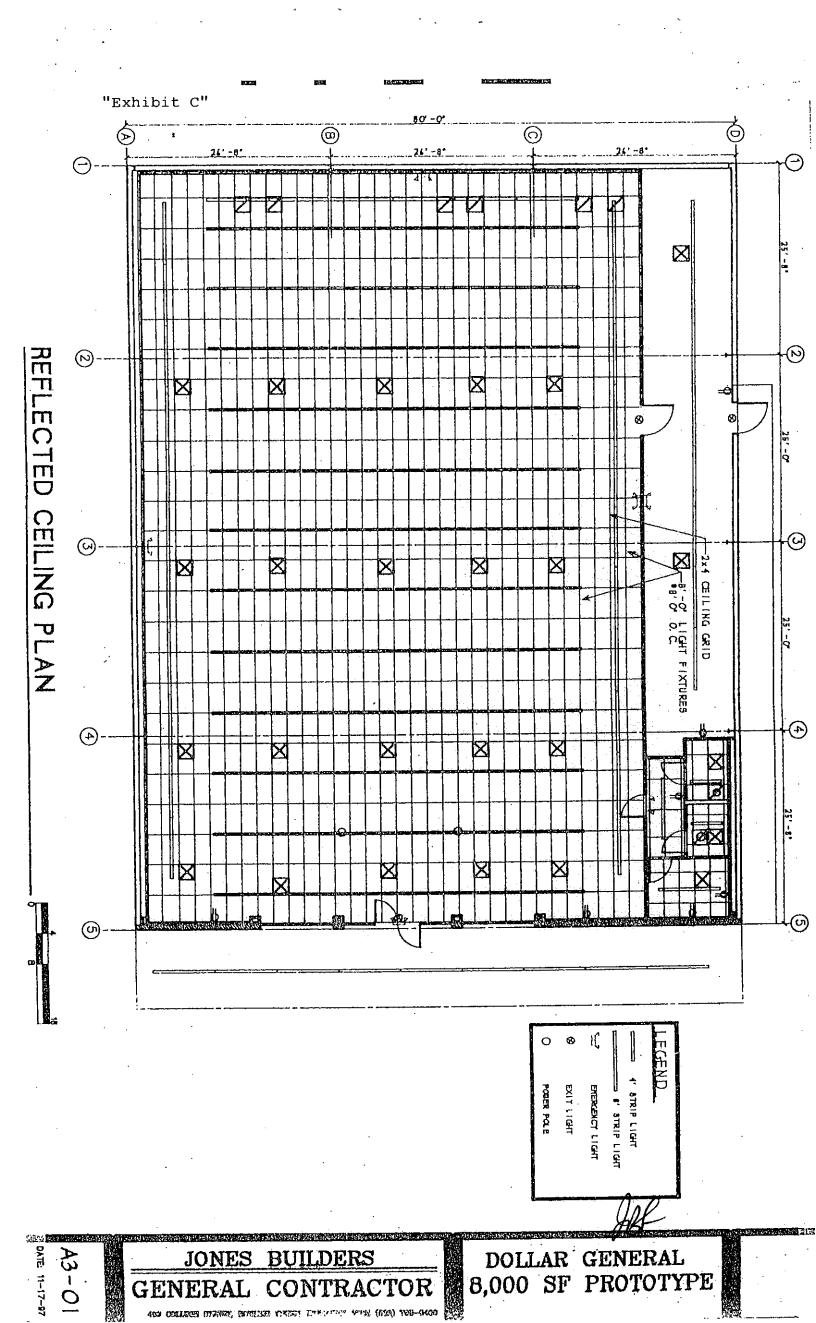
E-ENGINEERED METAL ILDING SYSTEM BY B EULDING SYS.

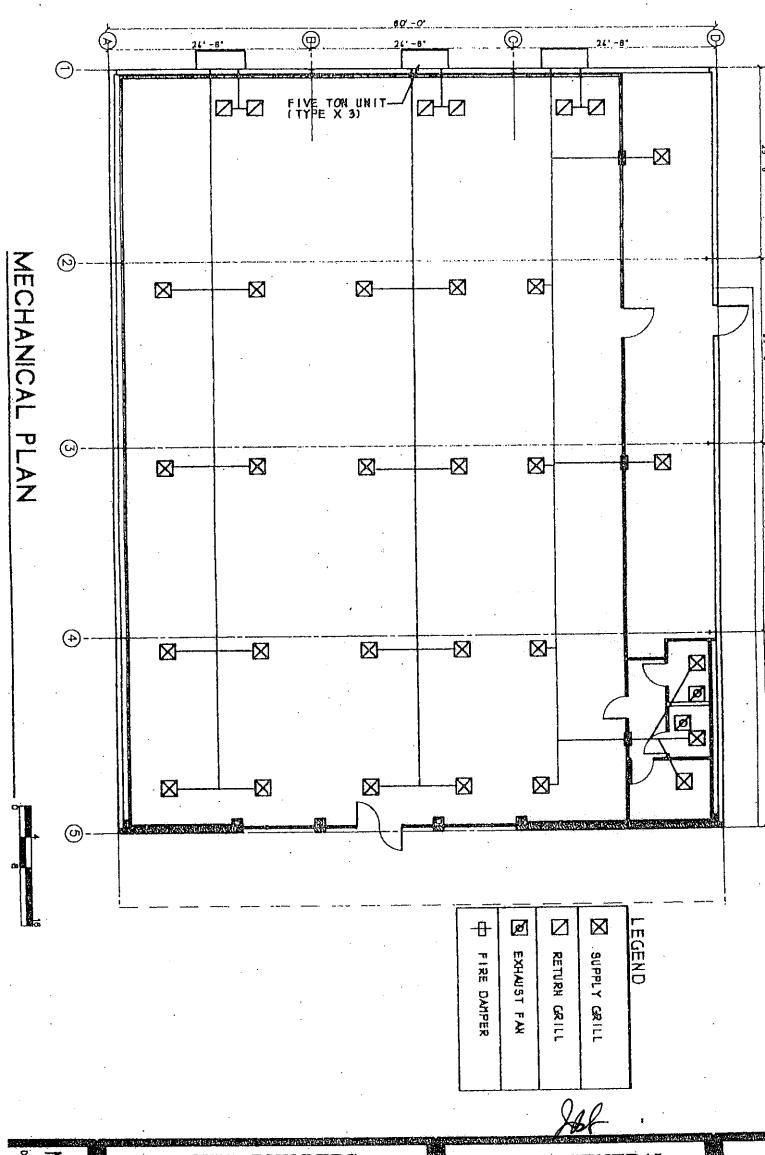
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CUTTER BY HTL. BUILDING

DOWNSPOUT TO-MATCH GUTTER FINISH AND CONSTRUCTION

DOGRSPOUT TO HATCH CUTTER FINISH AND CONSTRUCTION



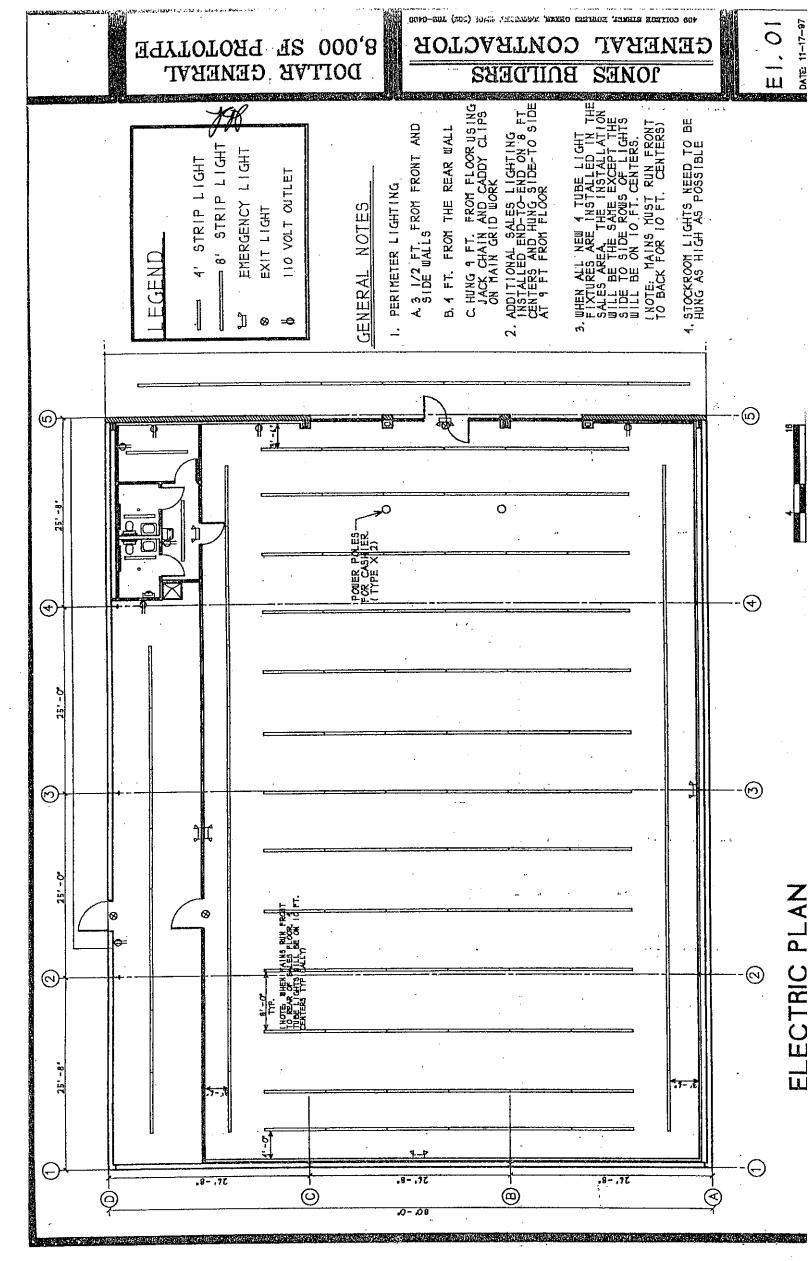


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CENERAL CONTRACTO

400 CERTAINS STREET, EDWINN CHIEF, INC. 1005 1000 1000 PDR-DOOD

DOLLAR GENERAL 8,000 SF PROTOTYPE



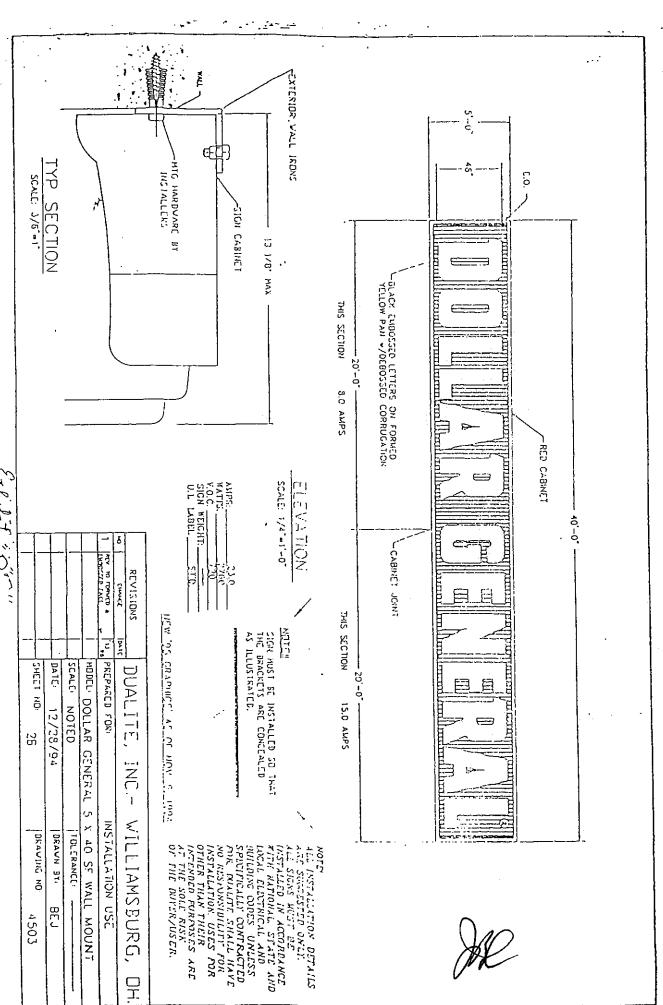
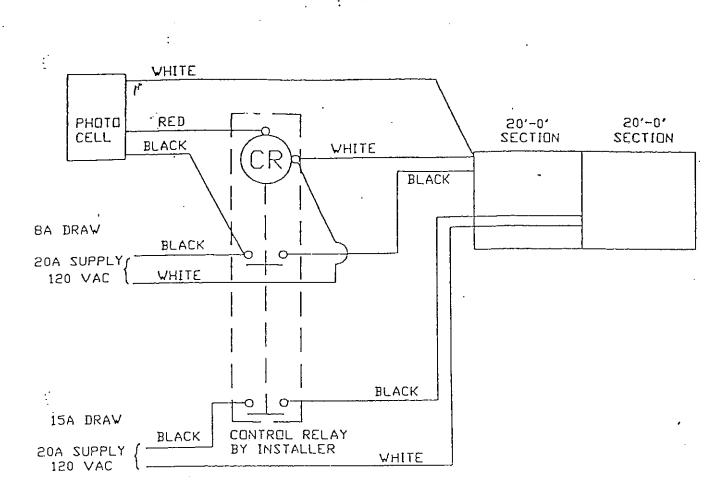


Exhibit "O"



"特人的主题是"特色"之外。

WIRING DIAGRAM

M

	REVISIONS	DUALITE INC - V	VILLIAMSBURG, DH.
1401	CHANGE B.	TE	
		PREPARED FOR INSTAL	LATION USE ONLY
		MODEL: DOLLAR GENERAL 5' × 40' SF (WIRING DIAGRAM)	
		SCALE: NOTED	TOLERANCE:
		DATE: 8/10/93	DRAWN BY: BEJ
		SHEET NO: 3	DRAWING NO: 4503

: :

