

COPY

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**LEASE**

**THIS LEASE**, entered into this 15<sup>th</sup> day of February 2005, by and between RT Retail Development Services, LLC, a limited liability corporation, as lessor (the "Lessor"), and Dolgencorp, Inc., a Kentucky corporation, 100 Mission Ridge, Goodlettsville, Tennessee 37072, as lessee (the "Lessee").

**WITNESSETH**

1. **PREMISES.** Lessor represents and warrants that it owns lawful fee simple title to the real property more particularly described in the legal description attached hereto as Exhibit "A" and made a part hereof. Said Exhibit "A" real property is located at 2116 Highway 9 in the Town of Dillon, County of Dillon, State of South Carolina 29536. Lessor hereby leases unto Lessee on the terms and conditions hereinafter set forth a building measuring 9,014 square feet (the "Demised Premises"), located in and upon said Exhibit "A" real property, and as shown on the site plan attached hereto and made a part hereof as Exhibit "B".

2. **TERM.** The term of this Lease shall be from July 1, 2005 through June 30, 2015 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, percentage rent, rent and number of renewals. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than one hundred fifty (150) days prior to the expiration of the original term, or of any renewal thereof. In the event Lessee does not give notice of exercising its right to renew this Lease, all succeeding renewals shall terminate. It is agreed between Lessor and Lessee that the Leased Premises shall be used by Lessee as a retail store for the sale of general merchandise, including, but not limited to and among other merchandise categories, the unrestricted sale of grocery and food items.

3. **RENT.** The rental during the initial term shall be four thousand three hundred thirty three and 33/100 (\$4,333.33) dollars 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 four thousand nine hundred eighty three and 33/100 (\$4,983.33) dollars 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 five thousand four hundred eighty one and 67/100 (\$5,481.67) dollars 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 six thousand twenty nine and 83/100 (\$6,029.83) dollars 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 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 thirty (30) days after the Lessor has delivered possession of the Demised Premises to Lessee.

Lessor shall have been deemed to have delivered possession of the Demised Premises when 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, is completed, and Lessor has notified Lessee in writing of this completion.

**LESSOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLETE (A) ALL OF ITS WORK AND RENOVATION OF THE DEMISED PREMISES AS DESCRIBED IN EXHIBIT "C", AND (B) CONNECT ALL UTILITIES IN THE DEMISED PREMISES ON Aug. 1, 2005 (the "Lessee Possession Date"). IN THE EVENT LESSOR BREACHES THIS REPRESENTATION AND WARRANTY BY DELIVERING THE DEMISED PREMISES AFTER THE LESSEE POSSESSION DATE WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO LESSEE, LESSEE SHALL DEDUCT FROM THE RENT THREE HUNDRED (\$300.00) DOLLARS PER DAY FOR EACH DAY IT IS DELAYED BEYOND THE LESSEE POSSESSION DATE, BUT IN NO EVENT SHALL THE DEDUCTION BE LESS THAN ONE THOUSAND (\$1,000.00) DOLLARS.**

LESSOR MAY, WITH THIRTY (30) DAYS PRIOR WRITTEN NOTICE, EXTEND THE LESSEE POSSESSION DATE ONCE WITHOUT PENALTY. SHOULD LESSOR REQUIRE ADDITIONAL EXTENSIONS OF THE LESSEE POSSESSION DATE, LESSOR WILL BE PENALIZED AS FOLLOWS:

1<sup>ST</sup> ADDITIONAL EXTENSION – ONE (1) MONTH'S RENT

2<sup>ND</sup> ADDITIONAL EXTENSION – TWO (2) MONTHS' RENT

3<sup>RD</sup> ADDITIONAL EXTENSION – LESSEE MAY DEDUCT \$300.00 PER DAY FOR EACH DAY AFTER THE DATE AGREED UPON IN LESSOR'S SECOND ADDITIONAL EXTENSION, BUT IN NO EVENT SHALL IT BE LESS THAN \$1,000.00

THESE PENALTIES SHALL BE CUMMULATIVE.

SHOULD LESSOR COMPLETE ITEMS A AND B ABOVE PRIOR TO THE STATED LESSEE POSSESSION DATE, LESSEE, UPON WRITTEN NOTICE FROM LESSOR, WILL AMEND SUCH LESSEE POSSESSION DATE, BUT SUCH AMENDED DATE WILL BE NO LESS THAN 30 DAYS FROM THE DATE OF LESSOR'S WRITTEN NOTICE.

Lessor shall notify Lessee in writing that it has obtained its building permit(s) and shall forward a copy of such permit(s) along with the architectural drawing (if required by any permitting or government requirement) of the Demised Premises no later than ninety (90) days after acquisition of the property by Lessor. If for any reason Lessor is unable to complete the Demised Premises as described on Exhibit "C" on or before the Lessee Possession Date, Lessor shall notify Lessee in writing thirty (30) days prior to the Lessee Possession Date of its inability to deliver the Demised Premises on schedule. If Lessee receives such notice at least thirty (30) days prior to the Lessee Possession Date, Lessee and Lessor shall execute a Letter Agreement stating the revised Lessee Possession Date. If Lessor does not give Lessee timely notice of its inability to complete the Demised Premises, then Lessee shall invoke its right to deduct rent as outlined herein.

In the event Lessor has not purchased the land, obtained its building permit(s), and completion of the building slab by at least ninety (90) days prior to the Lessee Possession Date as described herein, Lessee reserves the right to either enter into a Letter Agreement stating Lessor's new completion date or terminate this Lease.

In order for Lessee to more accurately schedule opening dates for stores, Lessor shall provide the following information to Lessee:

1. A copy of Lessor's Deed for the property described in Exhibit "A" at least 90 days prior to the Lessee Possession Date.
2. Pictures evidencing erected steel at least 60 days prior to the Lessee Possession Date.
3. Pictures evidencing the completed building and parking lot at least 5 days prior to the Lessee Possession Date.

Items 1-3 above should be faxed, mailed or emailed to the Director of Company Growth Administration at 615/855-4695, emailed to [tholder@dollargeneral.com](mailto:tholder@dollargeneral.com), or mailed to 100 Mission Ridge, Goodlettsville, TN ~~37201~~ <sup>37072</sup>. Failure by Lessor to provide such information will result in a delay in the Lessee Possession Date.

4. **LESSOR'S SCOPE OF WORK.** See Exhibit "C". Lessee shall give Lessor notice of any punchlist items remaining incomplete after Lessee opens for business in the Demised Premises. In the event Lessor has not completed or corrected said punchlist items within fifteen (15) days after written notice from Lessee, Lessee shall have the right to complete or correct such items and deduct the cost thereof from any monthly rentals thereafter payable.

5. **EXCLUSIVE USE COVENANT.** If property contiguous to the Demised Premises is owned or developed by Lessor for commercial purposes, Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any such property owned or developed by it for the purpose of conducting business as or for use as either a discount store; a variety or general merchandise store; a dollar or bargain store; a close out or odd lot store; a Family Dollar Store, Fred's, Dollar Tree, Variety Wholesale, \$.99 Only, Deals, or Dollar Bills; or, any store which sells substantially the same type merchandise as sold by a Dollar General @ Store.

Should Lessee, or a subtenant or assignee of Lessee, intentionally cease to conduct business in the Demised Premises, this covenant shall then terminate one hundred eighty (180) days from the date of cessation of the business.

Lessor acknowledges that in the event of any breach hereof Lessee'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.

6. **MAINTENANCE.** Lessor represents and warrants: (1) the 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 of the premises including, but not limited to, the roof, all paved and grass or landscaped areas, foundation, floors, 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. 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, (no notice is required, however, in emergency situations when property loss or injury to persons is imminent), Lessee, without liability or forfeiture of its term or terms herein, may make or perform such construction, repairs, restorations, maintenance, or payments, and deduct the cost thereof and the cost of damage to Lessee's property from the rent or other monies thereafter payable. 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. Any repairs or other work done by Lessor shall be performed so as to cause the least interference possible with Lessee's operation.

**7. LESSOR'S INSURANCE.** Lessor agrees to carry comprehensive general liability insurance, including contractual liability, personal and bodily injury, and property damage insurance, on the Demised Premises, with a combined single limit in an amount sufficient to protect Lessor and Lessee, but in no event will such insurance be in an amount less than a combined single limit of \$2,000,000 per occurrence. Lessee shall be named as an additional insured under Lessor's insurance subject to the provisions of this Lease. Lessor shall provide Lessee with a certificate of insurance evidencing such coverage within seven (7) days of the date of this Lease. Lessor's insurance shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving Lessee thirty (30) days prior written notice. Such insurance shall also be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Lessee, and shall contain a severability of interest clause. Unless caused solely

by the negligence of Lessee, its agents, employees, or contractors, any claims, causes of actions, or judgments for damage to property and any claim, cause of action, or judgment arising from or out of the injury or death of any person while on the Exhibit "A" real property shall be the responsibility of Lessor, and Lessor agrees to indemnify and hold Lessee harmless from such claims, causes of action or judgments. Lessor's indemnification of Lessee is one of first defense and payment, not of reimbursement or surety. Lessor's indemnification of Lessee includes any expenses and attorneys' fees which the Lessee may incur in defending any such claims. Lessor's indemnification of Lessee shall in no way be limited by or to Lessor's insurance. Lessor's indemnification of Lessee shall survive expiration or termination of this Lease.

8. **LESSEE'S INSURANCE.** At all times Lessee occupies the Demised Premises, Lessee shall, at its sole cost and subject to the terms of this Lease, carry and maintain general liability with general aggregate amount and per occurrence limit insurance insuring Lessee against claims for injury, wrongful death, or property damage occurring in the Demised Premises with limits of not less than \$2,000,000 per occurrence and an aggregate of \$5,000,000. Lessee may provide the insurance herein required in any blanket policy or policies which it carries. Lessor shall be named as an additional insured under Lessee's insurance subject to the provisions of this Lease. Upon seven (7) days prior written request from Lessor, Lessee shall provide Lessor with a certificate of insurance as evidence of such coverage.

9. **FIXTURES AND EQUIPMENT.** Lessor shall at all times furnish heating, lighting, plumbing, and air conditioning equipment in the premises and shall be responsible for the entire cost of major repairs and replacement of all such equipment. Lessee shall be responsible for the entire cost of minor repairs and routine maintenance. Minor repairs are defined as any repairs costing less than seven hundred fifty and 00/100 dollars (\$750.00) per occurrence, and major repairs are defined as any repairs costing seven hundred fifty and 00/100 dollars (\$750.00) or more per occurrence. 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.

10. **ENTRANCES.** Lessee shall have unrestricted use and access to all entrances, passways, and delivery lanes to the Demised Premises and easements adjacent thereto.

11. **UTILITIES.** Lessor shall connect all utilities (except for phone service) in the Demised Premises prior to the Lessee Possession Date. Lessor shall provide Lessee with the account and meter information on Exhibit "E", Utility Information Sheet, attached hereto and made a part hereof, and Lessee will transfer utilities into Lessee's name and will be responsible for the payment of same as of the Lessee Possession Date. Lessee will reimburse Lessor for any utilities charged to Lessor for the Demised Premises following the Lessee Possession Date upon receipt of an invoice from Lessor. Lessee shall have the right to select and change its utility service providers, and shall pay for all utilities used by it in the Demised Premises during the term of this Lease and any renewal periods thereof.

12. **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.

13. **ASSIGNMENT AND SUBLETTING.** Except as provided below, Lessee may not assign or sublet the Demised Premises without the prior written consent of the Lessor. Lessor covenants that its consent shall not be unreasonably withheld. 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 mean any such subtenant or assignee. 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 or other entity of Lessee, any affiliated entity of Lessee or Lessee's parent corporation, any corporation or entity succeeding to substantially all of the assets of Lessee as a result of a consolidation or merger, or a corporation or entity to which a portion of the assets of Lessee have been sold; provided, however, that the other corporation or entity shall assume in writing Lessee's obligations hereunder.

14. **SIGNS.** Lessor agrees that it will permit Lessee to place its standard black and yellow internally illuminated 3'9" x 26' box sign as shown on Exhibit "D" attached to and made a part

thereof on the Demised Premises. Lessee shall have the right to install its standard black and yellow 6' x 16' freestanding pole sign as shown on Exhibit "D", attached hereto and made a part hereof. Lessee may replace such sign from time to time with its then current standard sign type. Lessee agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations, if any.

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

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

**16. 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 untenable, this Lease shall, at the option of either party, terminate unless the Demised Premises can be repaired or restored within sixty (60) 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 equitable abatement of rent during the period of repair or restoration.

**17. ALTERATIONS.** Lessee shall not make any structural alterations or additions to the Demised Premises without first obtaining the Lessor's written consent, which consent shall not be unreasonably withheld. At the expiration of the Lease, Lessee shall remove all non-structural alterations which were made in the Demised Premises by the Lessee and which are designated by



Lessor for removal. Lessor shall notify Lessee in writing at least thirty (30) days prior to the end of the term or any extensions of this Lease of the alterations, if any, it designates for removal. Lessee shall repair any damage caused by removal of the alterations.

18. **MECHANICS LIENS.** Lessee shall not allow, and Lessor 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 Lessee or Lessee's agents, employees, contractors, subcontractors or materialmen. Lessee agrees to fully indemnify and hold harmless Lessor from and against any such claims and liens, and Lessee shall bond off or pay the same within the applicable statutory period.

19. **COMPLIANCE WITH LAWS.** 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, structural, or environmental condition of the Demised Premises including, without limitation, laws and regulations pertaining to disabled persons, asbestos, toxic mold, radon and hazardous substances. In the event asbestos or any substance deemed hazardous by a governing authority (provided such hazardous substance has not been introduced by Lessee) is required by applicable 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 during the term hereof may be in force, and which pertain to Lessee's specific use of the Demised Premises.

20. **CONDEMNATION.** In the event the Demised Premises or any material portion thereof are taken in Condemnation Proceedings, Lessee may cancel the Lease without further liability on the part of Lessee. 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.

21. **DEFAULT.** A. **LESSEE'S DEFAULT.** I. If Lessee defaults in the performance of any

obligation under this Lease, Lessor may give notice to Lessee specifying the nature of the default. If Lessee does not, within thirty (30) days after receipt of the notice, cure the default, other than a default in the payment of rent or other charges, or, if the default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and Lessee does not commence and proceed with reasonable diligence and in good faith to cure the default, then after the expiration of the thirty (30) day period (or longer period for certain defaults) Lessor shall have the right to seek damages or an injunction. If Lessee does not, within fifteen (15) days after receipt of the notice, cure a default in the payment of rent or other charges, then after the expiration of the fifteen (15) day period Lessor shall give a second notice to Lessee, and if Lessee does not, within five (5) days after receipt of the second notice, cure the default, then after the expiration of the second five (5) day period Lessor may exercise any or all remedies available at law or equity as to the default and/or serve notice of termination upon Lessee, but only during the continuance of the default, stating the date of termination, which shall be at least thirty (30) days after the date on which the notice of termination is received by Lessee, and upon the date specified in the notice this Lease and the term hereof shall cease and expire (provided the default shall not have been cured by that date) and Lessee shall then quit and surrender the Demised Premises, but Lessee shall remain liable as hereinafter provided.

II. If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (1) a receiver, trustee or liquidator of Lessee, or of all or substantially all of the assets of Lessee, shall be appointed, or (2) Lessee shall be adjudicated bankrupt or insolvent, or (3) a petition seeking reorganization of Lessee 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 Lessee to pay any rent shall be modified or abrogated, Lessor may serve notice of termination of this Lease upon Lessee, stating the date of termination, which date of termination shall be at least ten (10) 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 cease and expire, and Lessee shall then quit and surrender the Demised Premises, but Lessee shall remain liable as hereinafter provided.

III. If this Lease and the term hereof shall cease and expire pursuant to subsection I or subsection II of this Lease Section, Lessor may dispossess or remove Lessee or any other occupant of the Demised Premises by summary proceedings or otherwise, remove their effects and hold the Demised Premises as if this Lease had not been made, except that after the dispossession or removal, (1) the fixed monthly rent and other charges shall be paid up to the date of the

dispossession or removal, (2) Lessor may relet the Demised Premises or any part or parts thereof in the name of Lessor for a term or terms which may, at the option of Lessor, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and (3) Lessee shall pay to Lessor, as liquidated damages, any deficiency between the fixed monthly rent and other charges due hereunder and the amount, if any, of the rents 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 (not including any extension periods the commencement of which shall not have occurred prior to the dispossession or removal). In computing liquidated damages, there shall be added to the deficiency the reasonable expenses which Lessor incurs in connection with reletting the Demised Premises, for reasonable attorneys' fees, reasonable brokerage fees and for keeping the Demised Premises in good order for reletting (but not renovation costs). The liquidated damages shall be paid by Lessee in monthly installments on the dates specified in this Lease for payment of fixed monthly rent, and any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month or months by a similar proceeding. Lessor shall not be liable for failure to re-let, for failure to collect the rent under the re-letting, unless Lessor shall not have used reasonable efforts to promptly re-let the Demised Premises for the reasonable rental value thereof and to collect the rent under the re-letting.

B. LESSOR'S DEFAULT. 1. If Lessor shall be in default hereunder, Lessee, after thirty (30) days notice that Lessee intends to cure the default (or without notice if in Lessee's reasonable judgment an emergency shall exist) shall have the right, but not the obligation, to cure the default, and Lessor shall pay to Lessee upon demand the reasonable cost thereof, and Lessee may deduct same from any payments for rent or additional rent. Except when in Lessee's reasonable judgment an emergency shall exist, Lessee shall not commence to cure any default of a nature that could not reasonably be cured within a period of thirty (30) days, provided Lessor shall have commenced to cure the default within the cure period and so long as Lessor proceeds with reasonable diligence and in good faith to cure the default. Should any default of Lessor continue beyond any applicable cure period, Lessee may, at its option, serve notice of termination upon Lessor stating the date of termination, which date of termination 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 cease and expire, and Lessee shall then quit and surrender the Demised Premises and shall have no further

liability therefor.

II. If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (1) a receiver, trustee or liquidator of Lessor, or of all or substantially all of the assets of Lessor, shall be appointed, or (2) Lessor shall be adjudicated a bankrupt or insolvent, or (3) a petition seeking reorganization of Lessor 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 Lessor 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 the Lessee's rights or obligations hereunder, or the Lessor's obligations hereunder shall be modified or abrogated, then Lessee shall have the right, at its option, to terminate this Lease, by the service upon Lessor 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 Lessee shall then quit and surrender the Demised Premises, but Lessee 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.

**22. 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.

**23. 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.

**24. 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.

**25. RENT PAYMENT.** Make rent checks payable to RT Retail Development Services, LLC, and mail them to the following address: P.O. Box 729, Lexington, SC 29071, Tax ID #51-0467824.

**26. 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.

**27. 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.

**28. NOTICES.** All notices required under this Lease shall be given and deemed to have been properly served if delivered in writing personally, by certified mail, by a nationally recognized overnight courier providing signed proof of delivery, or via facsimile with proof of transmission to Lessor at RT Retail Development Services, LLC, 336 Old Chapin Road, Lexington, SC 29072 and to Lessee at 100 Mission Ridge, Goodlettsville, Tennessee 37072, Attention: Director of Store Growth and Development 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 on which such notice is deposited in a post office of the United States Post Office Department. Date of service by any other method shall be the date of receipt. 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.

**29. ESTOPPEL CERTIFICATES.** Upon the reasonable request of either party, Lessor and Lessee agree to execute and deliver to the other within ten (10) days after receipt of the request, a written instrument, (a) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications; (b) stating that the fixed monthly rent has not been paid more than thirty (30) days in advance, or if so, the date to which it has been paid; (c) stating whether or not, to the knowledge of the party executing the instrument, the other party hereto is in default and, if the party is in default, stating the nature of the default; and (d) stating the date of this Lease.

**30. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.** Lessee agrees that this Lease shall, at Lessor's request, be subject and subordinate to any first mortgage or deed of trust hereafter placed upon the Demised Premises upon the condition that the mortgagee or holder of a deed of trust provide Lessee with an acceptable non-disturbance agreement in a form reasonably satisfactory to Lessee with respect to the mortgage or deed of trust.

The non-disturbance agreement shall be an agreement in recordable form between Lessee, Lessor, and the holder of the mortgage or deed of trust, binding on the holder and on future holders, and shall provide, among other things, that, so long as this Lease shall be in full force and effect: (a) all condemnation awards and proceeds of Lessor's fire and extended casualty insurance shall be applied or paid in the manner set forth in this Lease; (b) neither the holder or any other holder of a mortgage or deed of trust encumbering the Demised Premises shall name or join Lessee as a party-defendant or otherwise in any suit, action or proceeding to enforce the mortgage or deed of trust, nor will this Lease be terminated (except as permitted by the provisions of the Lease) or otherwise affect the possession of the Demised Premises by Lessee by the enforcement of any rights given to the mortgagee or holder of the deed of trust.

**31. 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.

32. **NO WAIVER.** The failure of the Lessor or Lessee to insist upon the strict performance of any provisions of this Lease, or the failure of Lessor or Lessee 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.

33. **FORCE MAJEURE.** If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor or materials, Act of God, governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, 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 period of time equal in length to the length of the event.

34. **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.

35. **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.

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

37. **COMMON AREA MAINTENANCE.** Lessee agrees to pay Lessor two hundred fifty and 00/100 (\$250.00) dollars per month during years one (1) through five (5) of the initial term; three hundred and 00/10 (\$300.00) dollars per month during years six (6) through ten (10) of the initial term; three hundred fifty and 00/100 (\$350.00) dollars per month during the first option period; four hundred and 00/100 (\$400.00) dollars per month during the second option period and four hundred fifty and 00/100 (\$450.00) dollars per month during the third option period as Lessee's sole reimbursement to Lessor for its cost of care and maintenance on the parking lot. Care and maintenance shall include the maintenance of any grass or landscaped area with the Exhibit "A"

real property, as well as parking lot lighting repairs and maintenance, cleaning, snow removal, striping, and repairs.

**38. REAL ESTATES TAXES.** Lessee shall reimburse Lessor for general real estate taxes (including special assessments) paid by Lessor for the Demised Premises and which were incurred during the actual year of Lessee's tenancy, being a tax period beginning with the date Lessee accepts possession of the Demised Premises through the termination or expiration date of this Lease. Lessor will furnish Lessee photostatic copies of any tax bills paid by it, 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 or 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.

**39. 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 \$2,000,000 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. The insurer(s) shall have an A.M. Best rating of at least A XIV or, if not Best rated, be of an equivalent financial size and underwriting reputation. Lessee shall be named an additional insured in the policies and Lessor shall furnish to Lessee current certificates of insurance evidencing such insurance on ACORD 27 form and the policies shall contain a provision that there will be no cancellation, reduction or non-renewal in coverage without first giving Lessee thirty (30) days prior written notice.

Lessee shall reimburse Lessor for insurance premiums paid by Lessor for the Demised Premises. 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 Lessee's 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.

40. **PERCENTAGE RENT.** During the initial term, Lessee agrees to pay to Lessor a sum of money equal to 2% of its sales in excess of \$1,733,332.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year.

During the first option period, Lessee agrees to pay to Lessor a sum of money equal to 2% of its sales in excess of \$1,993,332.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year.

During the second option period, Lessee agrees to pay to Lessor a sum of money equal to 2% of its sales in excess of \$2,192,668.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year.

During the third option period, Lessee agrees to pay to Lessor a sum of money equal to 2% of its sales in excess of \$2,411,932.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year.

A report of sales made from the Demised 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 Demised Premises are ever occupied under a month-to-month tenancy, the percentage payment hereunder shall either be calculated on an annual basis if the Demised 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 Demised 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.

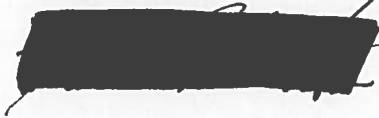
Lessee shall at no time be liable for any percentage payments except those specified herein resulting from actual sales (as defined herein) by Lessee.

**41. RIGHT TO AUDIT.** Lessor and Lessee agree to keep their records in accordance with generally accepted accounting principles. Within one (1) year of the issuance of any statement under this Lease, the parties or their authorized representatives may, at any reasonable time, upon seven (7) days prior written notice to the other, have the right to audit the other party's business records relating to any statement issued by one party to the other for the period covered by the statement. In the event the audit discloses an underpayment or overbilling of more than five percent (5%), the party conducting the audit shall be reimbursed for the cost of the audit by the audited party. In addition, the amount of underpayment or overbilling disclosed by an audit shall be paid by the audited party to the auditing party.

**42. HYAC PREVENTATIVE MAINTENANCE.** Lessee shall keep in force during the term hereof and any renewal periods a maintenance contract covering the heating, ventilating, and air conditioning system. The 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.

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

Witness for Lessor:



LESSOR: RT RETAIL DEVELOPMENT SERVICES, LLC

BY:



*Managing* ~~Robert P. Wilkins, Sr.~~  
Member

Witness for Lessee:

*Donna Hicks*

LESSEE: DOLGENCORP, INC.

BY:




Terri Holder  
Director of Company Growth Administration

**GUARANTY**

IN CONSIDERATION of the leasing of certain premises located at 2116 Highway 9, in the City of Dillon, County of Dillon, State of South Carolina 29536, under a Lease dated February 15, 2005, with RT Retail Development Services, LLC, as Lessor and Dolgencorp, Inc., as Lessee, 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 (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.


IN WITNESS WHEREOF, Dollar General Corporation has caused this Guaranty to be executed as of the 24th day of March, 2005.

BY: DOLLAR GENERAL CORPORATION

  
Terri F. Holder  
Director of Company Growth Administration

The Foregoing Guaranty and the provisions thereof are accepted as of this 21<sup>st</sup> day of March, 2005.

LESSOR: RT RETAIL DEVELOPMENT SERVICES, LLC

  
~~Tyler B. Wilkins, Jr.~~ Robert P. Wilkins, Jr.  
Managing Member

LESSOR AS A LIMITED LIABILITY CORPORATION

STATE OF SC )  
 ) SS  
COUNTY OF Lexington )

On this the 2<sup>nd</sup> day of March, 2005, before me, the undersigned officer, personally appeared Robert F. Wilkins, Jr., who acknowledged himself to be a <sup>Managing</sup> Member of RT Retail Development Services, LLC, a limited liability corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability corporation by himself as <sup>Managing</sup> Member.

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

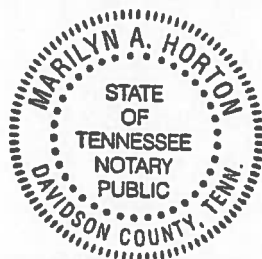
Jan Pollack  
My Commission Expires: 5/6/08

LESSEE

STATE OF TENNESSEE )  
 ) SS  
COUNTY OF DAVIDSON )

On this the 5<sup>th</sup> day of April, 2005, before me, the undersigned officer, personally appeared Terri Holder, Director of Company Growth Administration of Dolgencorp, Inc., and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation by herself as Director of Company Growth Administration.

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



My Commission Expires JAN. 27, 2007

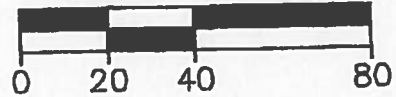
Marilyn A. Horton  
My Commission Expires: 1/27/07



# Exhibit B

NEW DOLLAR GENERAL  
DILLON COUNTY, SOUTH CAROLINA  
3/1/05

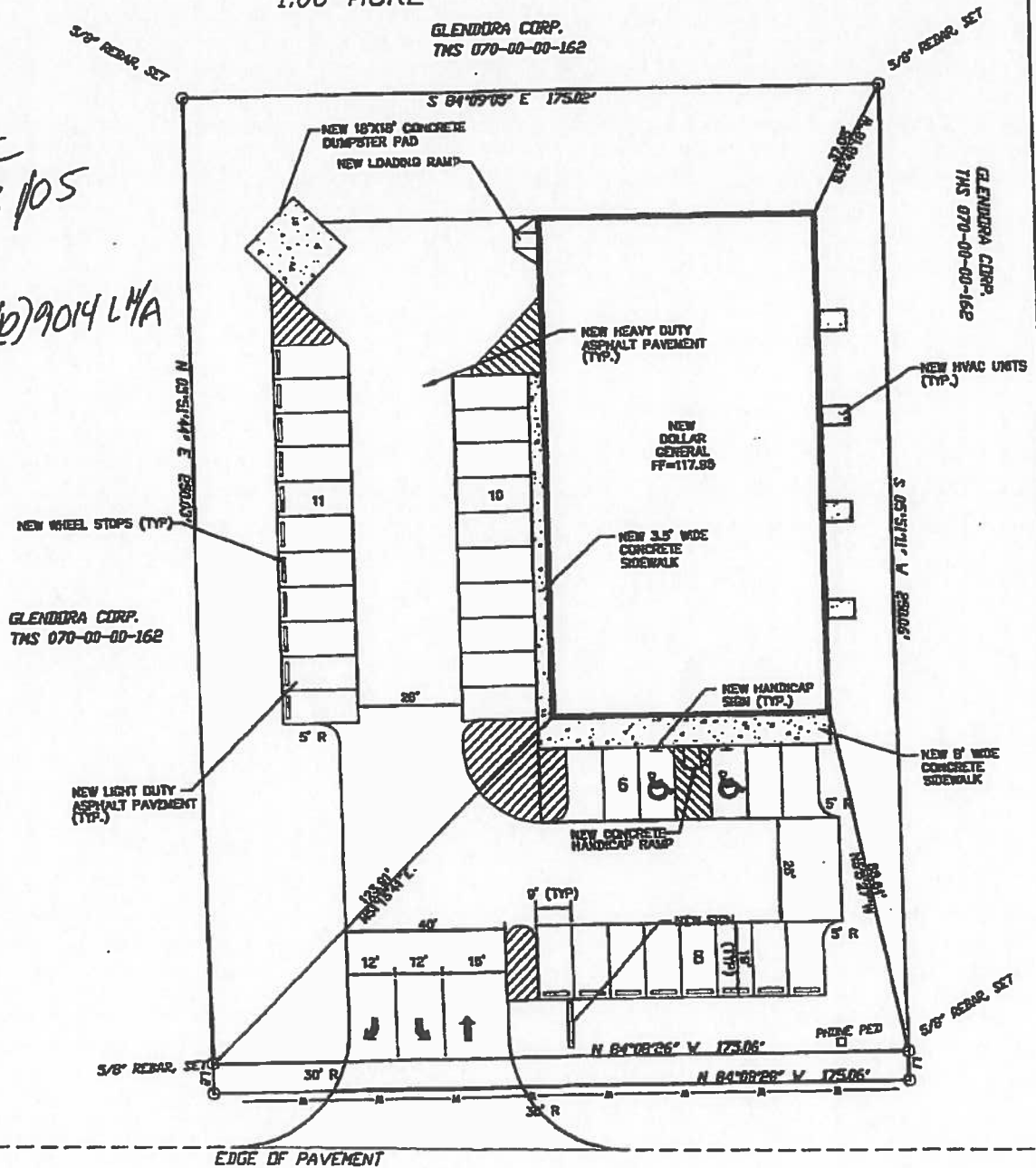
GRAPHIC SCALE



1.00 ACRE

GLENDORA CORP.  
TMS 070-00-00-162

DILLON SC  
OK 05/3/05  
BTS (BRD) 9014 LHA



SC HIGHWAY #9 60' R/W  
(30' EACH SIDE OF C/L) 45 MPH

APPROXIMATE LOCATION  
OF EXISTING DRIVEWAY

Exhibit "B"

**Scope of Work – Exhibit “C”**  
**9,014 SF Build-to-Suit Prototype Design Package**  
**Hwy 9 & Pee Dee Church Rd. – Dillon, SC**

Lessor shall complete, at its own expense, all items listed below that are designated as Lessor's responsibility and/or as further described in Lessee's Prototype Design Package attached hereto. Should Lessor's work require architectural or engineered plans, Lessor shall be responsible for such plans at its own expense. All work must meet or exceed specifications contained herein, specifications included in the Lessee's Prototype Design Package and requirements of all applicable local, state, and federal codes, ordinances, regulations, and laws, to include, but not limited to fire, building, ADA, health, etc. All systems, equipment, etc provided by Lessor must be totally functional, in good working order and in compliance with all applicable local, state, and federal codes, ordinances, regulations, and laws. Lessor must meet all conditions herein prior to the Demised Premises being considered as delivered to Lessee for its possession.

**Lessor:**

1. **Construct a building** per the attached Lessee approved site plan (showing building ingress and egress) using the Lessee's Prototype Design Package (both documents attached hereto and made part of the Lease). Demised Premises to be complete, in compliance with all governing code authorities and ready for Lessee's immediate occupancy. Dimensions of Demised Premises to be as listed:
  - exterior dimensions: 70' wide x 130' deep = 9,100 SF (less SF of covered entrance = 9,014 SF)
  - interior dimensions: 68' wide x 128' deep = 8,704 SF
  - sales area dimensions: 68' wide x 104' deep = 7,072 SF
2. In addition to any and all requirements and warranties set forth in the Lease and Lessee's Prototype Design Package, the following services, systems and all associated equipment are to be complete to the Demised Premises and operational with a **one year warranty period** commencing upon the date of Lessee's possession.
  - water, gas, electric and sewer services (permanent account established ready to transfer to Lessee), provide meter numbers to Lessee within five (5) days prior to CO issuance.
  - restrooms and plumbing
  - HVAC system and equipment
  - Approved site plan paving and all landscaping
3. **Fire Protection System(s)**, including but not limited to those listed below, to be complete and operational, only if required by governing code authorities.
  - sprinkler system
  - fire alarm system
  - fire monitoring system
4. **Contractor Timeline and Contact Information:** Lessor shall provide to Lessee within one week prior to start of work a timeline or construction schedule outlining start and end dates of construction phases and/or functions. Lessor shall also provide Lessee with Contractor contact name, phone and fax number, and email address (email address is optional).
5. A copy of the **Certificate of Occupancy** (or like document as required by governing authority substantiating final approval of Demised Premises by said authority) to be provided by Lessor to Lessee's Construction Department (via facsimile to 615-855-4705), unless governing authority requires said document be obtained by Lessee.
6. Any and all **variations** from the above require written approval from Lessee's Construction Department.

**Lessee:**

1. Provide and install **exterior signage** (building and pylon).
2. Provide and install a **satellite communications antenna and related equipment**.
3. Provide and install **display fixtures**.



***Scope of Work – Exhibit “C”***  
***9,014 SF Build-to-Suit Prototype Design Package***  
***Hwy 9 & Pee Dee Church Rd. – Dillon, SC***

All work performed by Lessor and/or Lessee, or on the behalf of the same, must be performed at least to the minimum standards of the area with commercial-grade materials or better, and all work must be performed to the requirements of all applicable local, state and federal codes, ordinances, regulations and laws. Lessor warrants that the Demised Premises is in compliance with all applicable local, state, and federal codes, ordinances, regulations, and laws at the time of turnover to Lessee for its possession. Lessor further warrants that the Demised Premises will be kept in compliance with all applicable local, state, and federal codes, ordinances, regulations, and laws. Lessor warrants that no materials, hazardous or otherwise, are present that might be considered harmful to man or environmentally unsafe.

In addition to Lessee's remedies, as outlined in Section 3 of the Lease, if delayed in opening the Demised Premises for business operations due to Lessor not completing all or any work as outlined herein, Lessee shall provide Lessor written notice of the outstanding issues; and, if Lessor has not completed the referenced work within five (5) days of receipt of written notice, Lessee may complete outstanding issues and deduct the cost thereof from Lessor's rent thereafter payable.

## Construction Material List

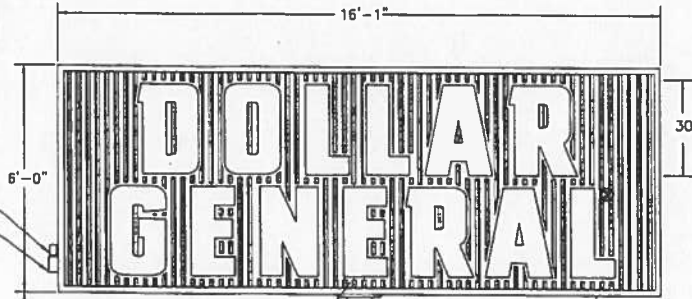
1. **Custom power pole assembly** is required and is available from D&P Custom Lights & Products Inc. (phone: 800-251-2200 or 615-350-7800). Power pole assembly (Model No. 747DGS001) should be used in conjunction with one of the following:
  - 10' cable kit – Model No. 747DGS002
  - 25' cable kit – Model No. 747DGS004
2. **XP lighting system** utilizes the following:
  - 8' Lithonia fixture – Model No. TC-1-32-120-OSISP with QT2X32Plus ballast
  - 4' Lithonia fixture – Model No. C-1-32-120-OSIS with QTX32/120IS ballast
  - 8' fixture utilizes two (2) Sylvania FO32/841/XP/ECO tubes
  - 4' fixture utilizes one (1) Sylvania FO32/841/XP/ECO tube
  - Dollar General preferred vendor national account pricing available at CED Electric, Robert Decker, phone 270-781-2229
3. **Electrical equipment/supplies**
  - Dollar General National account pricing available from CED, Robert Decker, phone 270-781-2229 for emergency, exit and exterior lighting, electrical panels, and the NEMA L1420 Cooler receptacle.
4. **Sherwin Williams paint** – Pro Mar 400 (latex, semi-gloss), Product No. B31W404, Antique White color (pre-mixed, shelf stock product) or comparable product.
5. **Floor coverings:**
  - vinyl composition tile – Armstrong brand (Excelon Product No. 51858, 1/8", Sandrift White color) or Azrock brand (Product No. V-284, 1/8", Sesame color) Dollar General preferred vendor national account pricing available at Armstrong - phone 800-442-4212
  - standard black rubber base
  - H & C Silicone Acrylic Concrete Sealer (color code – HC117 Silk Chocolate) – Available at Sherwin Williams paint stores
6. **Alarmed panic hardware:**
  - single-door equipment should include either Detex brand Model No. V40-EB-ALUM or Von Duprin brand Guard X Series 2670
  - double-door equipment should include Detex brand Model No. ECL-8010W and Model No. DDH-2250 (available from Bass Security 800-523-1422 x110)
  - Dollar General preferred vendor national account pricing available at Bass Securities 800-523-1422 x 108
7. **Carrier programmable thermostat** – Model No. 33CS220-01; available through Carrier National Accounts (800-301-0605).
8. **Carrier HVAC units** – Dollar General preferred vendor national account pricing available at 800-301-0605
9. **McCue corner guard and cart bumper** – McCue preferred vendor national account pricing and custom order pack available at Jen Pozier 800-800 8503 ext 253. Order part number 9014 Trim Kit (Note – Gabe has the 800 number and the part number to be ordered.) (Note – This item is only for use on the 9014 scope of work)

Location: Dillon, SC

EXHIBIT "D"

NOTE:  
ALL INSTALLATION DETAILS  
ARE SUGGESTED ONLY.  
ALL SIGNS MUST BE  
INSTALLED IN ACCORDANCE  
WITH NATIONAL, STATE AND  
LOCAL ELECTRICAL AND  
BUILDING CODES. UNLESS  
SPECIFICALLY CONTRACTED  
FOR, DIVALITY SHALL HAVE  
NO RESPONSIBILITY FOR  
INSTALLATION. USES FOR  
OTHER THAN THEIR  
INTENDED PURPOSES ARE  
AT THE SOLE RISK  
OF THE BUYER/USER.

PHOTOCELL  
DISC. SWITCH



BLACK EMBOSSED LETTERS ON  
FORMED YELLOW PAD W/DEBOSSED  
CORRUGATION

RED CABINET

8" x 8" x 1/4" A-500, GRD. B  
TUBING @ 25.82 #/FT.

15'-0"

GRADE

K.O. BOX/CONDUIT  
BY OTHERS

TO 120V SERVICE

CONCRETE  
FOUNDATION

ELEVATION  
3/8" = 1'-0"

ALTER. FOUND.  
3/8" = 1'-0"

AMPS: 10.00  
WATTS: 1200  
V.O.C.: 720  
U.L. LABEL: STD.

③  
NOTE:  
SIGN & POLE DESIGNED FOR AD 80  
MPH WIND SPEED AND COMPLIANCE  
WITH 1997 UBC. SECTIONS 1615-1621.  
FOUNDATION DESIGN IS BASED ON  
3000 LB CONCRETE AT 28 DAYS  
AND A SOIL LATERAL BEARING  
PRESSURE OF 150 LBS/SQ FT/FT  
REFERENCE UBC 1806 & TABLE 18-1-A.

REVISIONS		DATE
1	REV. TO FORMED & 1/4"	1/1/94
2	REV. TO FORMED & 1/4"	1/1/94
3	REV. TO FORMED & 1/4"	1/1/94

PREPARED FOR:	INSTALLATION USE
MODEL:	DOLLAR GENERAL 6x16 DF CP (21' OAH)
SCALE:	DOTTED
DATE:	12/28/94
TOLERANCE:	
DRAWN BY:	BEU
DRAWING NO:	3301

DEW '95 GRAPHICS' AS OF NOV. 9, 1994

### LANDLORD APPROVAL

Date:

3/21/5

Signature:

[Redacted Signature]

Location: Dillon, SC

EXHIBIT "D"

# DOLLAR GENERAL

with 95 LOGO COPY STYLE

SIGN WEIGHT: 685 lbs.  
AMPS: 5.0 (ELECTRONIC)

LETTER LAYOUT for 3 FEET 9 INCHES x 26 FEET 0 INCH SIGNS • SOLAR GRADE LEXAN • PAN FORMED & EMBOSSED

26 FEET 0 INCH

# DOLLAR GENERAL®

32 INCHES

3 FEET 9 INCH

- SCALE 1/4 INCH = 1 FOOT
- CABINET: 3 FEET 9 INCHES x 26 FEET 0 INCH
- TRIM SIZE: 3 FEET 8 3/4 INCHES x 25 FEET 11 3/4 INCHES
- V.O.: 3 FEET 5 3/4 INCHES x 25 FEET 8 3/4 INCHES
- SIGN FACE: SOLAR GRADE LEXAN WITH EMBOSSED COPY and FORMED HERS
- 2 COLORS: BLACK and LACRYL 814 YELLOW
- LACRYL 814 YELLOW BACKGROUND and RETURNING WITH BLACK LOGO COPY
- NOTE: MUST BE COOL WHITE LAMPS
- NOTE: 15" DRAFT and FLANGE/RETURN AREA 3 FEET 5 3/16 INCHES x 25 FEET 8 3/16 INCHES
- MOLDING: 1 5/8 INCH G-MOLDING (EX-249) PAINTED DOLLAR GENERAL RED

LANDLORD APPROVAL

Date:

3/21/15

Signature:

[Redacted Signature]



Dollar General Corporation

## UTILITY INFORMATION SHEET

Please help us by providing utility information for our new location. Please list below which utility companies service the address of the new store. This will tremendously help us to expedite getting utilities turned on in Dollar General's name for this store and out of your company's name (or the previous tenant's name).

If **BILLED BY CENTER**, please indicate! Also, please let us know if this location does not need a particular utility (such as this location does not have gas).

Date: \_\_\_\_\_

Store # \_\_\_\_\_

Landlord Contact Name: \_\_\_\_\_ LL Phone #: \_\_\_\_\_

LL FAX#: \_\_\_\_\_ Whose name is currently on this account? \_\_\_\_\_

If different, what is the name of the previous tenant at this location?: \_\_\_\_\_

Address of Store (as complete as possible – 911 verified if possible):  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

	Meter # DG should get placed in our name	Account # that should be placed in DG's name	Name of utility company that services this location	Utility's Phone #
Electric:				( ____ ) ____ - ____
Gas: (when app – if <u>not</u> serviced by gas, please indicate.):				( ____ ) ____ - ____
Water/Sewer:				( ____ ) ____ - ____

- Explain why utility meter/account number is blank – (example – not installed yet)

If Demised Premises is an existing building, this exhibit must be completed and attached to the Lease prior to execution.

If Demised Premises is new construction, this exhibit must be completed prior to the Lessee Possession Date and faxed to 615/855-4695.

Completion of this form helps ensure that utilities are properly placed in Dollar General's name and out of the landlord's name (except billed by center) or the previous tenant's name.

EXHIBIT "E"

# Prototype Design Package

for

# DOLLAR GENERAL

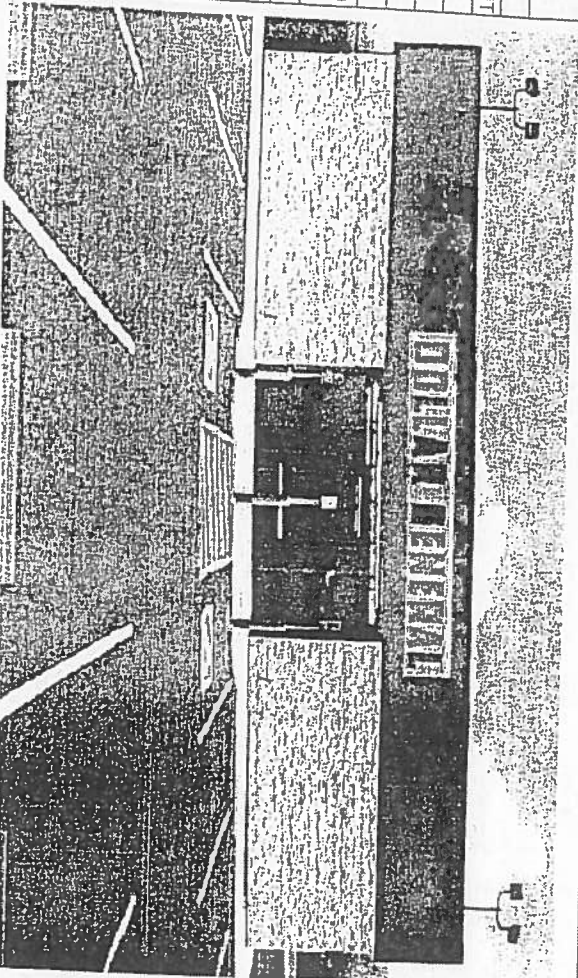
2005

9,014 Sq. Ft. Build-To-Suit

Rear Stock Room

THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION. ALL PLANS MUST MEET BUILDING (FEDERAL, STATE, FIRE, AND LOCAL), HEALTH, AND ADA CODES.

SHEET NUMBER	DRAWING CONTENTS
T1	TITLE SHEET
C1	PREFERRED SITE LAYOUT
C2	SITE SPEC.
C3	SITE DETAILS
A1	FLOOR PLAN
A1.1	FLOOR PLAN SPEC'S.
A2	BUILDING SECTIONS AND DETAILS
A3	ELEVATIONS
A4	RESTROOM DETAILS
A5	LEFT FIXTURE PLAN
A6	RIGHT FIXTURE PLAN
E1	ELECTRICAL PLAN
E2	ELECTRICAL SPEC.
E3	E. PANEL LABELS
E4	SIGN SPEC.
E5	LIGHTING PLAN.
M1	HVAC SPEC.



## SQUARE FOOTAGE LEGEND

TOTAL SQUARE FOOTAGE	9,014 S.F.
OVERALL BUILDING DIMENSIONS	70'-0" X 130'-0"
SALES FLOOR DIMENSIONS	68'-0" X 104'-0"
SALES AREA	7,161 S.F.
STOCK ROOM AREA	1,088 S.F.
CLEAR OFFICE AREA	158 S.F.
RESTROOM & HALL AREA	151 S.F.
COVERED ENTRY	86 S.F.

NOTE: ALL EXTERIOR WALL COLUMNS ARE TO BE A MAXIMUM OF 12" THICK. NO TAPERED OR INTERIOR COLUMNS ALLOWED WITHOUT WRITTEN APPROVAL.



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GABRIEL  
PRATT  
REVISED BY

DOLLAR GENERAL CORP.

100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

PROJECT: 9,014 RE DES (C)

DATE:

09/25/04

SCALE:

SHEET NO.:

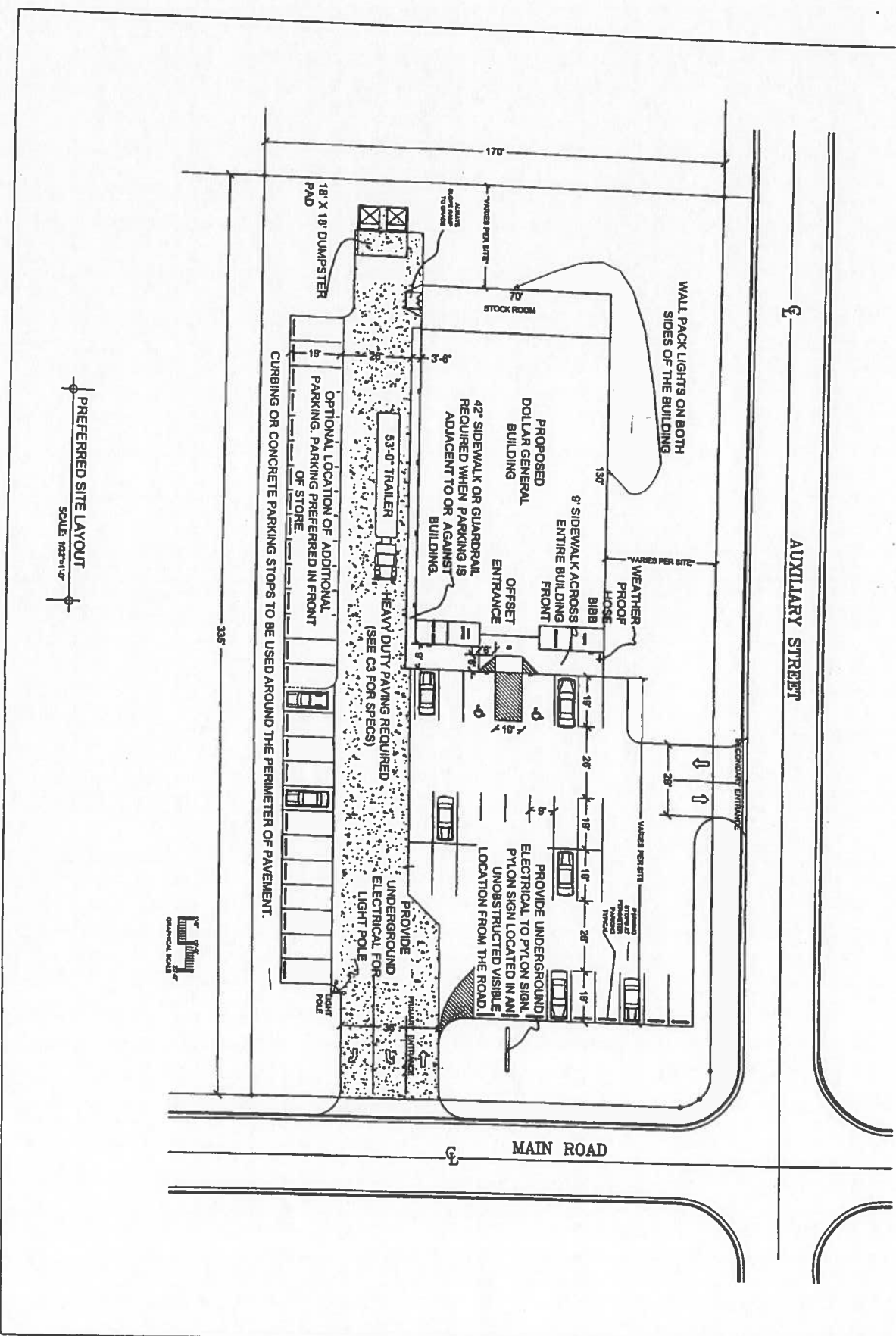
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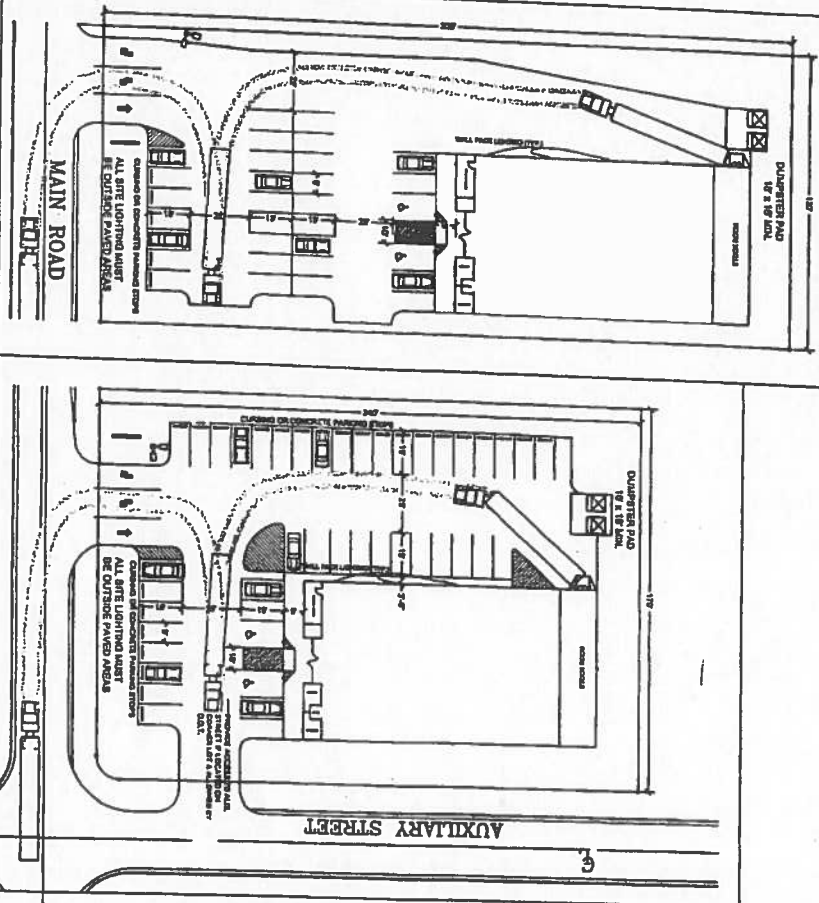
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GABRIE  
PRATT  
REVISED 1

**DOLLAR GENERAL CORP.**  
100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

DATE: 09/25/10  
SCALE: 1/32" = 1'-0"  
SHEET NO. C1



1. SITE PAVING LOT NUMBER, PROVIDE ADDITIONAL LIGHTING FOR NIGHT VISION AROUND ENTRY PAVEMENT, AND PROVIDE REMOVAL OF TWO FOOT CURB/LANE REQUIRED AT ALL PAVED AREAS.
  2. TRUCKS AND PHOTOGRAPH COLLECTION USED FOR PAVING LOT LIGHTS, BESS PHOTO FOR PROBABLY.
  3. REQUIRED REMOVAL - COLLECTION OF POLYMER LIGHTS MOUNTED ON 25 PILES WITH 1,000 WATT METAL HALIDE HEADS, WITH WOODS AND GRASSY AREA, WOODS REMOVED.
  4. BODY VEHICLE, EXACT LOCATION WITH A/T TAIL PORT.
  5. PAVEL PORT CONNECTION & PHOTOGRAPHIC CONSULT L.L. RESPONSIBILITY.
1. GUYTON GENERAL INSPECTED VEHICLE PRESENT FOR WYLL, MOVED ON PAVE LOT NUMBER, MOVED FROM C/D ELECTRICAL, CONTACT ROBERT DEGEN AT 371.711 - 2223



**DOLLAR GENERAL CORP.**  
100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072  
PROJECT: 9014 SF RSR (D)

DATE:

09/25/04

## SCALE

N.15.

BURET NO.

2



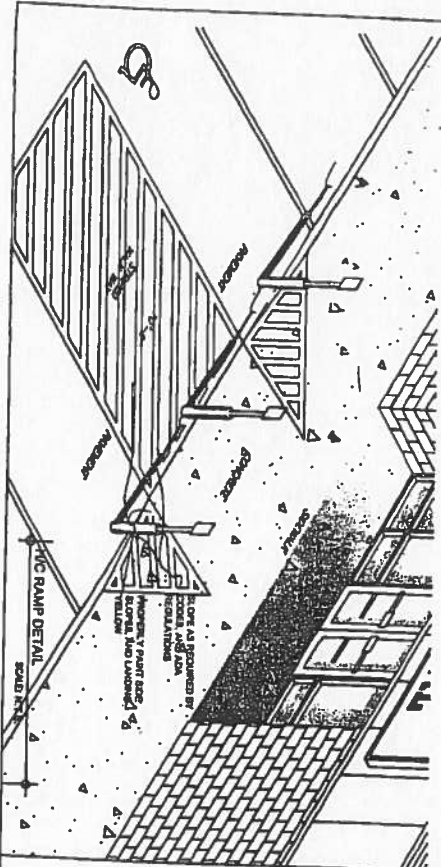
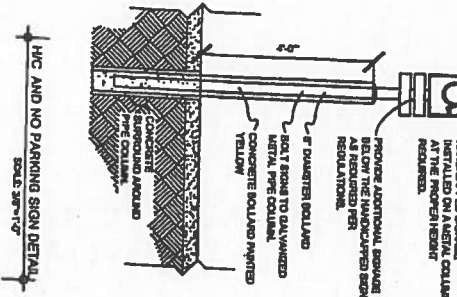
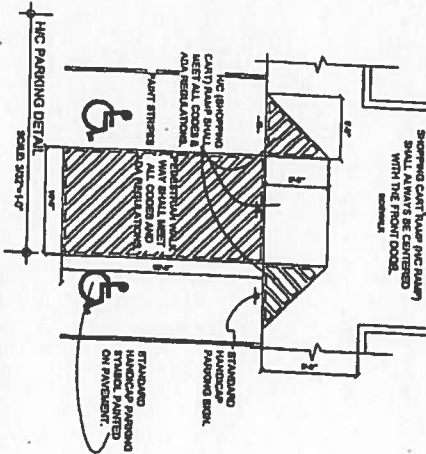
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GABRIE**

**REVISED BY**



1. 12" x 18" HEAVY DUTY PAVEMENT CONCRETE PAD WITH ENCASEMENT OF 8" GRANULAR BASE (SEE DETAIL) LOCATED NEAR THE FRONT DOOR AS PER PROTOTYPE PLAN.
2. FRONT ACCESS FOR HANDICAPPED TO FRONT DOOR TO BE PROVIDED.
3. PAVEMENT SHALL CONSIST OF A MINIMUM OF 8" GRANULAR BASE AND 8" 3,000 PSI CONCRETE.
4. FRONT SIDEWALK TO BE THE WIDTH OF THE BUILDING AND A DEPTH OF 8'.
5. SIDEWALK CURB IS 8" HIGH.
6. REDUCED HANDICAP ACCESSIBILITY AS PER ADA REQUIREMENTS, PAVEMENT SHALL BE 48" WIDE AND 48" DEEP.
7. SIDEWALK SHALL BE ADJACENT TO SIDEWALK SIDE OF BUILDING, A 48" SIDEWALK - OR LARGER IF REQUIRED BY CODE - IS REQUIRED TO PROTECT HANDICAPPED FROM TRAFFIC AND TO PROVIDE ACCESS TO BUILDING AREA.
8. SIDEWALK SHALL BE ADJACENT TO SIDEWALK SIDE OF BUILDING, A 48" SIDEWALK - OR LARGER IF REQUIRED BY CODE - IS REQUIRED TO PROTECT HANDICAPPED FROM TRAFFIC AND TO PROVIDE ACCESS TO BUILDING AREA.

### REINFORCED CONCRETE SIDEWALK



### PAVING SPECIFICATIONS

<p>H/D. ASPH. PAVING DETAIL SCALE 3/8"=1'-0"</p> <p>2" ASPHALT SURFACE 8" GRANULAR BASE COMPACTED SUB GRADE</p>	<p>STAND. ASPH. PAVING DETAIL SCALE 3/8"=1'-0"</p> <p>1 1/2" ASPHALT SURFACE 8" GRANULAR BASE COMPACTED SUB GRADE</p>	<p>STANDARD CONC. PAVING DETAIL SCALE 3/8"=1'-0"</p> <p>8" 3,000 PSI REINFORCED CONCRETE 8" GRANULAR BASE COMPACTED SUB GRADE</p>	<p>H/D. CONC. PAD PAVING DETAIL SCALE 3/8"=1'-0"</p> <p>8" 3,000 PSI REINFORCED CONCRETE 8" GRANULAR BASE COMPACTED SUB GRADE</p>
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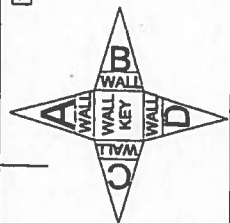
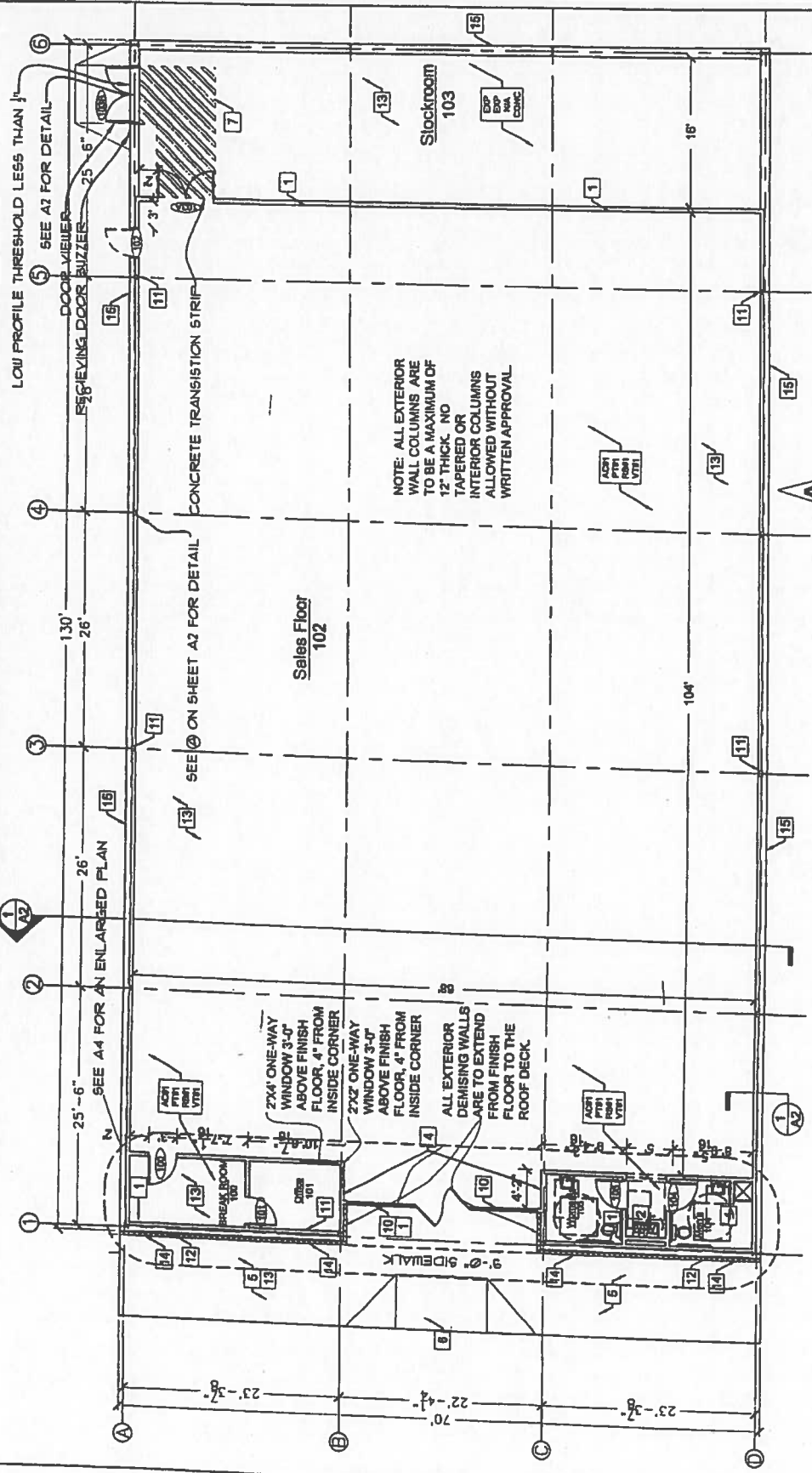
DOLLAR GENERAL CORP.

100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

DATE: 09/25/06  
SCALE: 3/32" = 1'-0"  
SHEET NO.

A1

PLEASE REFER TO DOOR AND FINISH SCHEDULE ON SHEET A1.1 FOR SPECIFICATIONS AND DETAIL INFORMATION.



FLOOR PLAN  
SCALE: 3/32" = 1'-0"

# DOOR SCHEDULE

NO.	DOOR	TYPE	MAT.	WIDTH	HEIGHT	THICK.	FRAME	REMARKS
100	A	W	3'-0"	7'-0"	1-3/4"	M	L.H. 1/2 D.C.	SOLID CORE WOOD DOOR OR HOLLOW CORE METAL DOOR. INSTALL THE DOOR TO MATIC DOOR CLOSER ON ALL DOORS.
101	A	W	3'-0"	7'-0"	1-3/4"	M	L.H. 1/2 D.C.	SOLID CORE WOOD DOOR OR HOLLOW CORE METAL DOOR. INSTALL THE DOOR TO MATIC DOOR CLOSER ON THIS DOOR AND INSTALL A STANDARD DOOR VIEWER.
102	B	M	6'-0"	7'-0"	1-3/4"	M	P.H. 1/2 D.C.	FIRE RATED DOORS. SOLID CORE DOORS. WITH DOOR HOLDERS INSTALLED. REQUIRES A 2" DOOR VIEWER WITH A VIEWING ANGLE OF 180 DEGREES OR GREATER.
103	D	M	6'-0"	7'-0"	1-3/4"	M	P.H. 1/2 D.C.	VON DUPRIN GUARD X LOCK MODEL #2670 - US28 OR AS AN ALTERNATE DETEX VAD-EB-ALUM.
104	C	M	3'-0"	7'-0"	1-3/4"	M	P.H. 1/2 D.C.	FIRE RATED DOORS. WITH SOLID CORE AND DOOR CLOSER.
105	A	W	3'-0"	7'-0"	1-3/4"	M	L.H. 1/2 D.C.	SOLID CORE WOOD DOOR OR HOLLOW CORE METAL DOOR. INSTALL THE DOOR TO MATIC DOOR CLOSER ON ALL DOORS.
106	A	W	3'-0"	7'-0"	1-3/4"	M	L.H. 1/2 D.C.	SOLID CORE WOOD DOOR OR HOLLOW CORE METAL DOOR. INSTALL THE DOOR TO MATIC DOOR CLOSER ON THIS DOOR.

## FINISH SCHEDULE

NO.	ROOM NAME	FLOOR	BASE	A WALL	B WALL	C WALL	D WALL	CIG.	REMARKS
100	BREAK ROOM	MAT. FIN.	RB41B	GYP. PT11	GYP. PT11	GYP. PT11	GYP. PT11	ACQ1 WHITE	
101	OFFICE	MAT. FIN.	RB41B	GYP. PT11	GYP. PT11	GYP. PT11	GYP. PT11	ACQ1 WHITE	
102	SALE FLOOR	MAT. FIN.	RB41B	GYP. PT11	GYP. PT11	GYP. PT11	GYP. PT11	ACQ1 WHITE	
103	STOCK ROOM	MAT. FIN.	RB41B	GYP. PT11	GYP. PT11	GYP. PT11	GYP. PT11	ACQ1 WHITE	
104	MEN'S REST ROOM	MAT. FIN.	RB41B	GYP. PT11	GYP. PT11	GYP. PT11	GYP. PT11	ACQ1 WHITE	
105	WOMEN'S REST ROOM	MAT. FIN.	RB41B	GYP. PT11	GYP. PT11	GYP. PT11	GYP. PT11	ACQ1 WHITE	

## MATERIAL (MAT.)

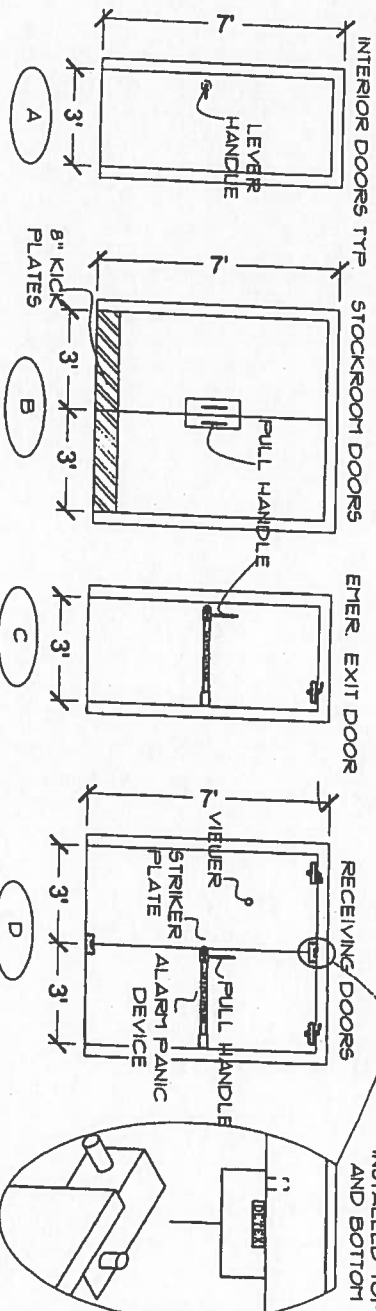
SCHIEFFEL & CO. OPTICAL CEILING PANELS WITH WHITE FINISH
SHERRIN WILLIAMS PAINT PRO MAX 400 - LATEX SEMI-GLOSS
REBEL 4" RUBBER VINYL FLOOR TILE 1811W400
VITR1 91/8" VINYL COMPOSITION TILE
CONC. PT212S
VITR1 91/8" VINYL COMPOSITION TILE

## FINISHES (FIN.)

ANAT. WHITE
REBEL 4" RUBBER VINYL FLOOR TILE 1811W400
EXCEL EXPOSED CONSTRUCTION
REBEL 4" RUBBER VINYL FLOOR TILE 1811W400
SHERRIN WILLIAMS - SILICONE ACRYLIC CONC. SEALER.
SLX CHOCOLATE PRODUCT # HC17
ACQ1 ZINC OXIDE 2021 OR ANTIMONYING 20182

## DOLLAR GENERAL PERFERRED PRICING NATIONAL ACCOUNT INFORMATION BELOW:

COMPANY	CONTACT	PHONE #	AVAIL. BY
BASS SECURITIES INC.	SHERRI BECKNER	1-888-774-3400	EXT. 114
CONSOLIDATED SERVICES INC.	ROBERT DECKER	1-202-781-2728	
LMC CUE CORPORATION	JEN KOZIER	1-800-400-5500	EXT. 253
ARMSTRONG	SALES REP	1-800-442-2212	



FLOOR PLAN  
SCALE 1/4" = 1'-0"

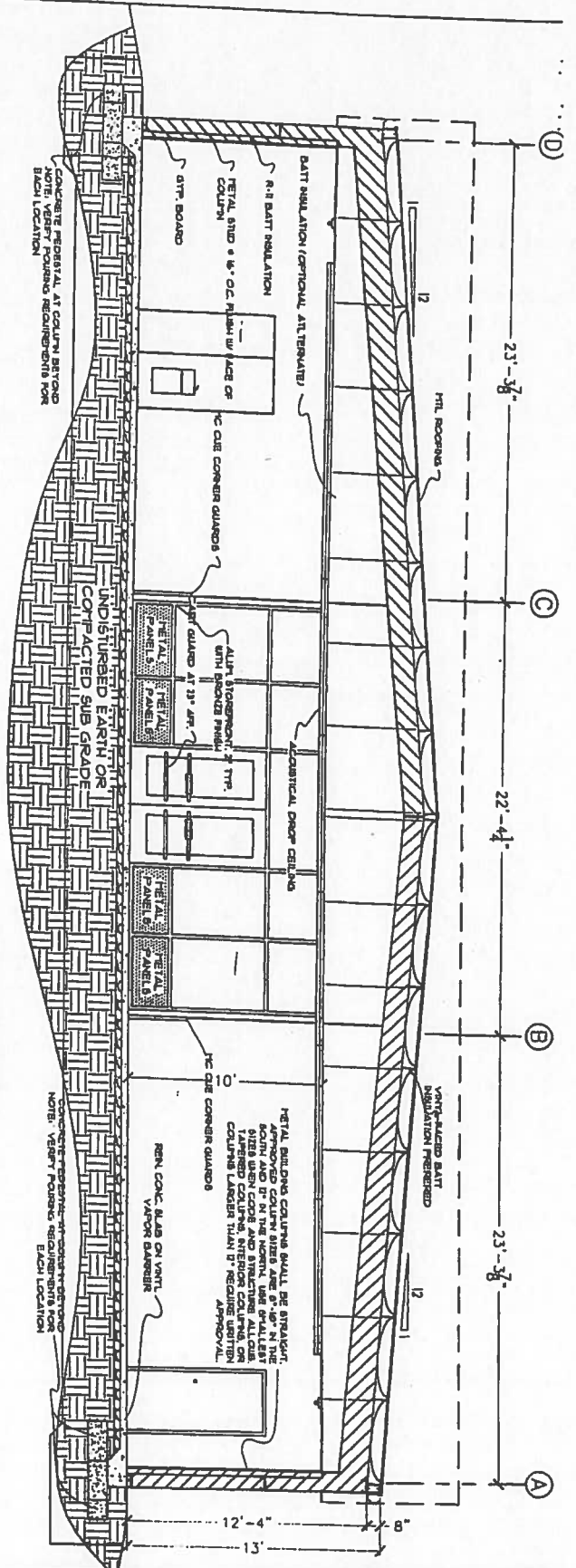
- KEYED FLOOR PLAN NOTES:**
1. METAL OR WOOD STUDS @ 16" O.C. OR WITH ONE LAYER GYPSUM BOARD. PROVIDE A FIRE RATED WALL IF REQUIRED BY CODE. FINISH TO ROOF DECK.
  2. H.C. ACCESSIBLE ELECTRIC DRINKING FOUNTAIN IF REQUIRED BY CODE.
  3. HOP BINS AND BROOD HOLDERS PER AT 4'-0" A.C.F.
  4. BROOD FINISH CONCRETE SIDEWALK.
  5. A.D.A. COMPLIANT H.C. RAMP WITH YELLOW PAINTED SIDES TO H.C. PARKING STALLS.
  6. STRIKE PLATE FOR DESIGNATED EGGS.
  7. 4" GRAB BAR PER A.D.A. REFER TO PAGE 14.
  8. 3" GRAB BAR PER A.D.A. REFER TO PAGE 14.
  9. STONEFRONT WINDOW SYSTEM BRONZE.
  10. FINISH METAL OR WOOD STUDS AT INTERIOR FACE OF CURTAIN. AT EXTERIOR WALL COVER WITH ALUMINUM OR VINYL OR LAMINATE BOARD AND SEAL WITH R-11 BATT INSULATION FOR YOUR AREA OF STUDY. SEE SHEET 12 FOR DETAIL.
  11. SHEDDING BOARD (SEE AS REQUIRED).
  12. CONCRETE SLAB WITH REINFORCING WELDED TO REINFORCING (FOR EQUAL OVER LATERAL FORCE CRUSHED STROKE BASE).
  13. 96" AT FACE BLOCK PAINTED TO MATCH INT. GRT.
  14. PANEL. ALUM. FACE OF BLOCK WITH STEEL.
  15. METAL SIDING.



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GABRIEL  
PRATT  
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**DOLLAR GENERAL CORP.**  
100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072  
PROJECT: 9014 SF RSR (D)

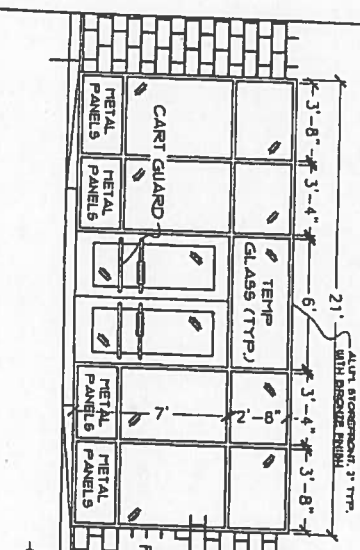
DATE: 09/25/04  
SCALE: 1/4" = 1'-0"  
SHEET NO. 6



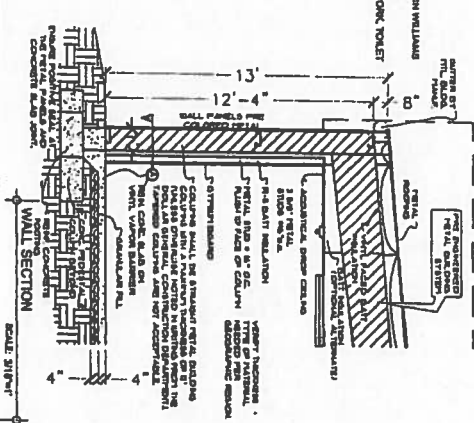
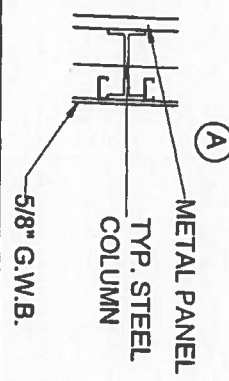
1 BUILDING SECTION  
SCALE: 3/16" = 1'

GENERAL NOTES

1. BUILDING MUST COMPLY WITH ALL BUILDING FEDERAL, STATE, AND LOCAL, FIRE, AND HEALTH DEPARTMENT CODES.
2. WALLS: FINISHED GYPSUM BOARD WITH ALL JOINTS TAPED, LAID, AND STAPLED FOR JOINTS FINISHED MATERIAL, PAINTED WITH BESEWH WILLIAMS PRIMER AND GYPSUM BOARD, PRODUCT & BATTERY PREPARED, SHEET STOCKED TYPICAL COLOR WHITE, ANTIQUE WHITE.
3. PROVIDE DOUBLE STUDS AND BLOTTING TO SUPPORT EQUIPMENT AND/OR MISCELLANEOUS ITEMS WHERE INSTALLED. I.E. TYPICAL CASHIER, TOLLET PAPER HOLDERS, GRAB BARS, ETC.
4. CEILING AND WALL EXTENSION JOINT BETWEEN METAL PANELS AND CONCRETE SLAB, AND ALL WALLS INTERVALL.
5. TRAIL - DOOR, DOOR FRAMES, WINDOW FRAMES, COLUMNS: PAINTED WITH SAME AS ABOVE.
6. ALL PENETRATIONS THROUGH ROOF MUST COMPLY WITH ROOF WARRANTY REQUIREMENTS.
7. COLUMNS: SUSPENDED 2" X 4" ACQUASTOL TILE IN AN EXPOSED GRID SYSTEM AT 4' INT.

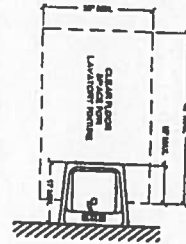


STOREFRONT ELEVATION  
SCALE: 3/16" = 1'

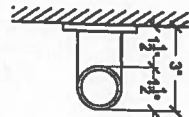


WALL SECTION  
SCALE: 3/16" = 1'

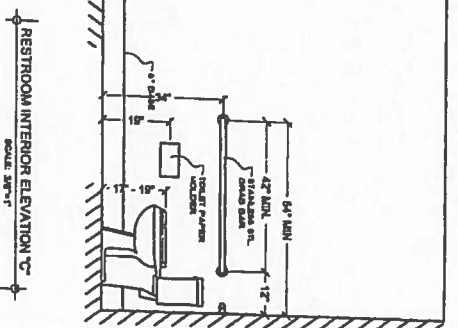
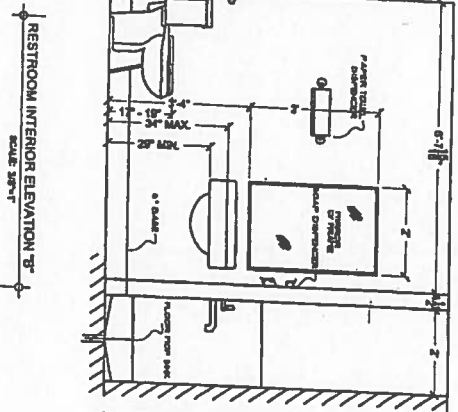
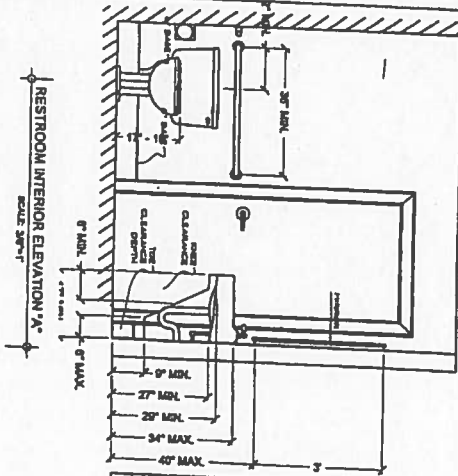




LAV PLAN VIEW (TYP)  
SCALE: 3/8\"/>

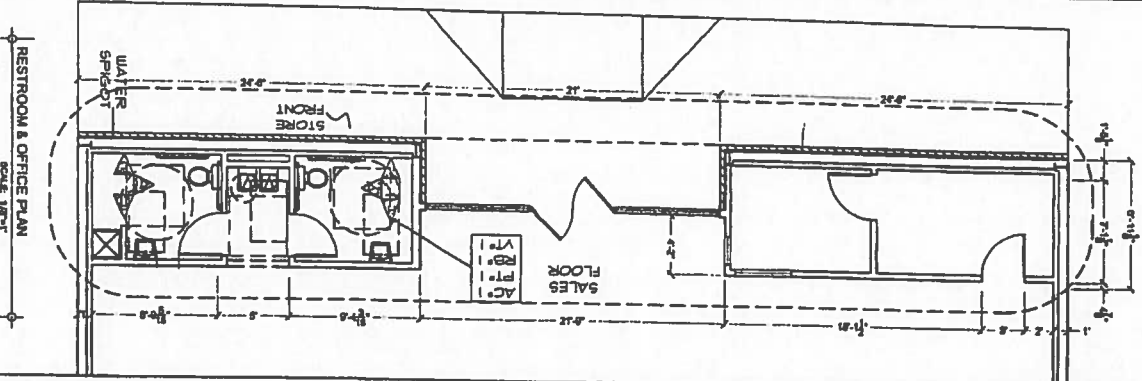
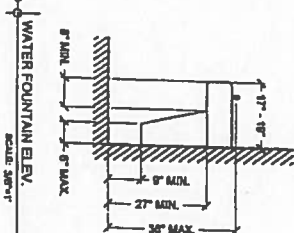
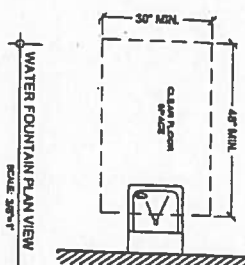


GRAB BAR DETAIL  
SCALE: N.T.S.



# REST ROOMS

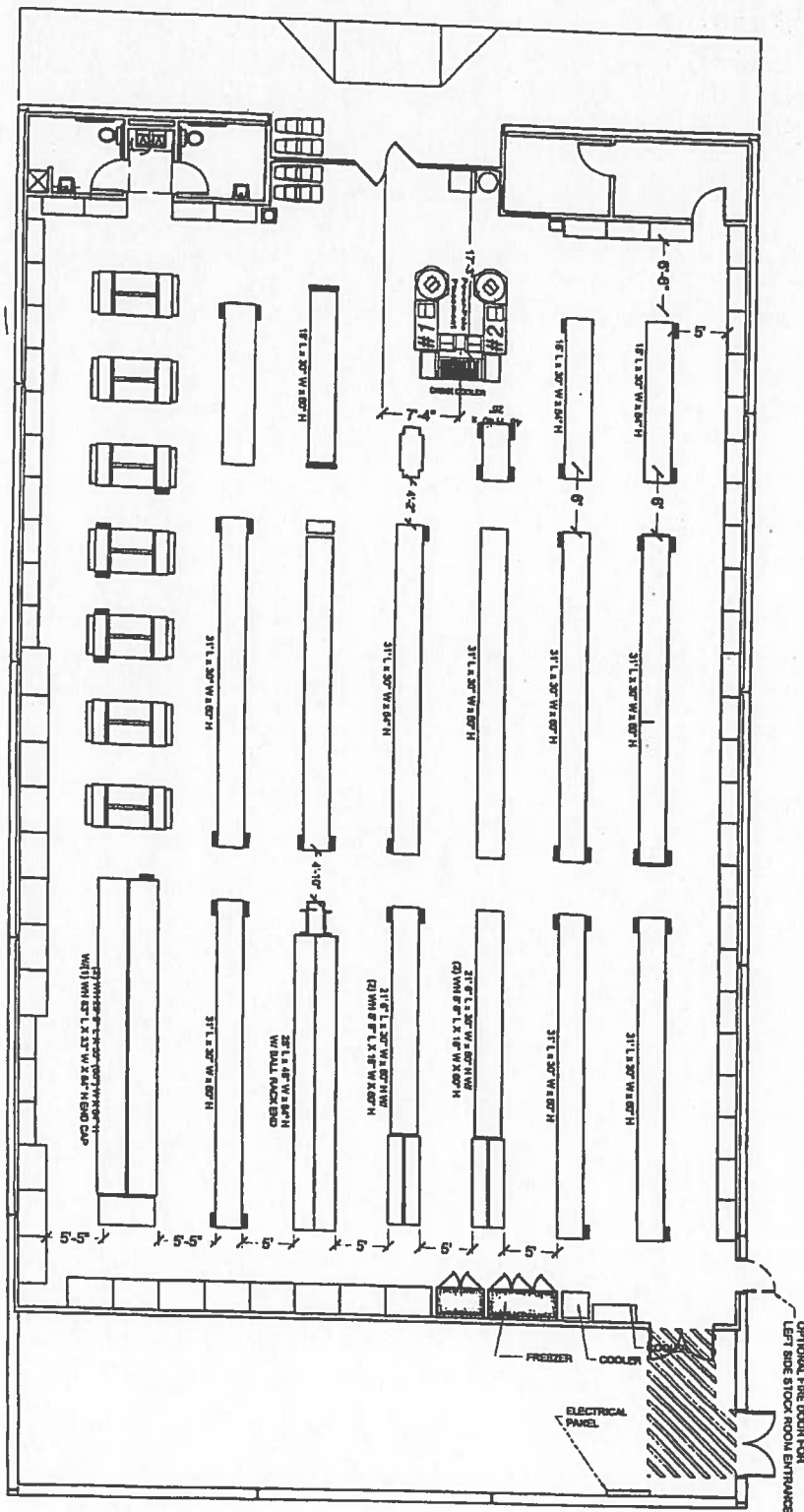
1. ALL STORES MUST INCLUDE 2 RESTROOMS, EVEN WHEN NOT REQUIRED BY CODE. ANY VARIATION MUST BE APPROVED, IN WRITING, BY THE DOLLAR GENERAL CONSTRUCTION DEPARTMENT.
2. RESTROOMS MUST COMPLY WITH ALL BUILDING, FIRE, AND HEALTH DEPARTMENT CODES. ADA REQUIREMENTS MUST BE FOLLOWED. ALL RESTROOMS MUST BE CODED BY THE DOLLAR GENERAL CONSTRUCTION DEPARTMENT. PLEASE CONTACT DOLLAR GENERAL FOR ALTERNATE PLANS FOR THESE SITUATIONS.
3. PARTITION WALLS FOR RESTROOMS ARE TO BEHIND WITH A 2\"/>



NOTE: IF THE LOCATION OF ANY  
ITEM (INCLUDING DOORS)  
CHANGES, PLEASE CONSULT THE  
DOLLAR GENERAL CONSTRUCTION  
DEPARTMENT FOR COOLER  
RECEPTACLE LOCATION.

NOTE: REFER TO SHEET A6  
FOR MIRRORED STOCKROOM.

LEFT FIXTURE PLAN  
SCALE 3/32"=1'-0"



OPTIONAL FIRE DOOR FOR  
LEFT SIDE STOCK ROOM ENTRANCE



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**DOLLAR GENERAL CORP.**  
100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

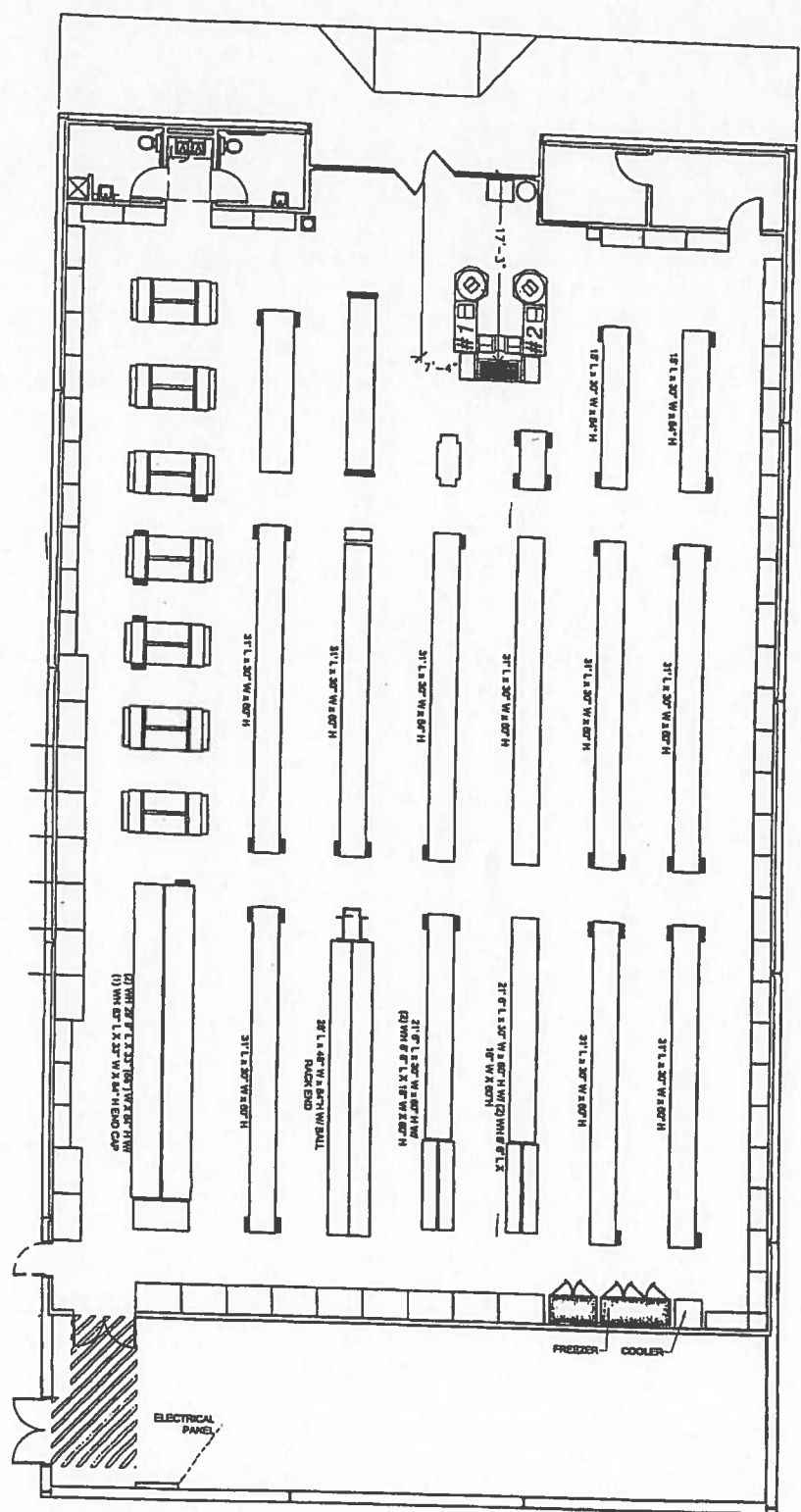
DATE: 09/25/00  
SCALE: 3/32"=1'-0"  
SHEET NO. A5



NOTE: IF THE LOCATION OF ANY ITEM (INCLUDING DOORS) CHANGES, PLEASE CONSULT THE DOLLAR GENERAL CONSTRUCTION DEPARTMENT FOR COOLER RECEPTACLE LOCATION.

NOTE: PLEASE NOTE THAT THE ORIENTATION OF THE BATHROOMS AND THE OFFICE ALWAYS STAY THE SAME REGARDLESS OF THE LOCATION OF THE RECEIVING DOORS.

RIGHT FIXTURE PLAN  
SCALE 3/8"=1'-0"



A6

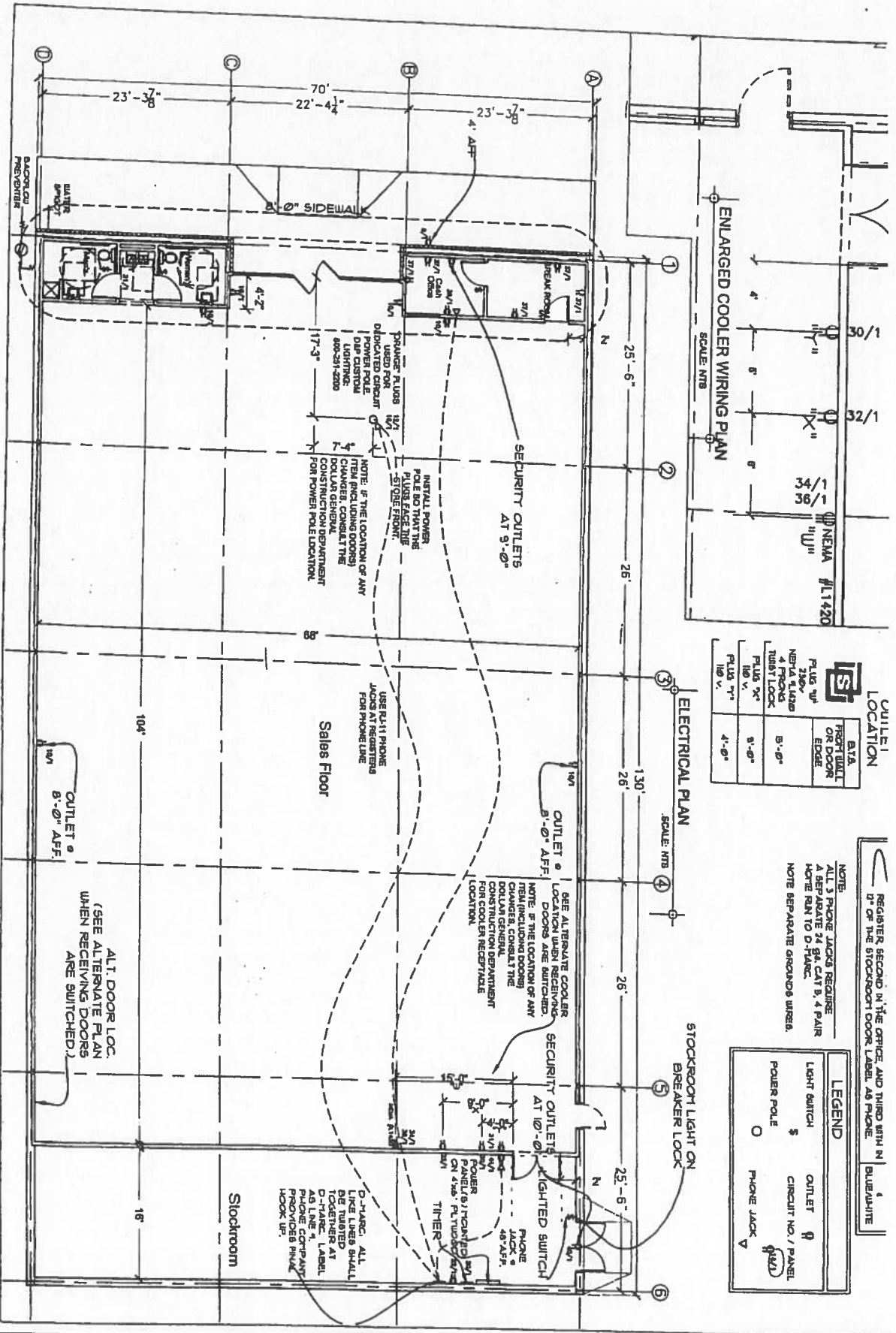
DATE: 09/25/00  
SCALE: 3/32"=1'-4"  
SHEET NO.

**DOLLAR GENERAL CORP.**  
100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

DRAWN BY: GABRIE PRATI  
REVISED: 1







**OUTLET LOCATION**

TYPE	LOCATION
FROM WALL OR DOOR EDGE	8'-0"
PLUS 1/2" NEMA #11420	8'-0"
PLUS 1/2" NEMA #11420	8'-0"
PLUS 1/2" NEMA #11420	8'-0"
PLUS 1/2" NEMA #11420	8'-0"
PLUS 1/2" NEMA #11420	8'-0"

**NOTE:**  
 ALL 3 PHONE JACKS REQUIRE A SEPARATE 24 GA CAT 5, 4 PAIR WIRE RUN TO D-FLOOR.  
 NOTE SEPARATE GROUND WIRE.

**LEGEND**

○	OUTLET
○	CIRCUIT NO. / PANEL
○	POWER POLE
○	PHONE JACK

**ELECTRICAL PLAN**  
 SCALE: 1/8" = 1'-0"

**STOCKROOM LIGHT ON BREAKER LOCK**

**DOLLAR GENERAL CORP.**

100 MISSION RIDGE  
 GOODLETTSVILLE, TN 37072

**DRAWN BY**  
**GABRIE**  
**PRATT**  
**REVISED 1**

**DATE:**  
 9/25/04  
**SCALE:**  
 NTS  
**SHEET NO.**  
 E1

# ELECTRIC PANEL No. 1 LAYOUT 400 AMP SERVICE ENTRANCE

SERVICES	CIRCUIT NO.	INDICATES LOCKED CIRCUIT	CIRCUIT NO.	SERVICES
HWAC - 1	1		3	BUILDING SIGN
	2		4	BUILDING SIGN - USE AS NEEDED
HWAC - 2	3		5	PYLON SIGN
	4		6	EXTENSION OUTLET FOR BODA MACHINE
	5		7	SALES FLOOR CONVENIENCE OUTLETS
	6		8	FOR SYSTEM - POWER POLES
	7		9	CONVENIENCE PARK - POWER POLES
	8		10	TRUCK
	9		11	CONVENIENCE OUTLET / TELEPHONE ROOM
	10		12	WATER FOUNTAIN
	11		13	UNDER CANOPY LIGHTS
	12		14	PARKING LOT LIGHT POLES
	13		15	OUTLET FOR COOLING (24 AMP)
	14		16	OUTLET FOR COOLING (24 AMP)
	15		17	OUTLET FOR FREEZER (24 AMP)
	16		18	OFFICE SECURITY OUTLET
	17		19	STOCKROOM SECURITY OUTLET
	18		20	SPARE
	19		21	
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# ELECTRIC PANEL No. 1 LAYOUT      ELECTRIC PANEL No. 2 LAYOUT 400 AMP SERVICE ENTRANCE      100 AMP SERVICE ENTRANCE

PLEASE NOTE THAT CIRCUIT NUMBERS ARE CIRCLED TO INDICATE THE THE CIRCUIT BEING LOCKED

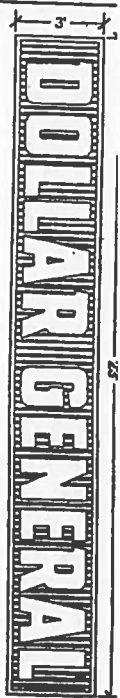
LOAD CENTER DIRECTORY		
SERVES	CIRCUIT NO.	
HVAC - 1	1	2 BUILDING SIGN
	3	4 BUILDING SIGN
	5	6 PYLON SIGN
	7	8 EXTERIOR SODA MACHINE
	9	10 BULK FLOOR OUTLETS
HVAC - 2	11	12 POS SYSTEM
	13	14 POWER POLES
	15	16 CONVENIENCE PMR.
	17	18
	19	20 TIMER
SPARE	21	22 TELEPHONE BOARD
	23	24 WATER FOUNTAIN
	25	26 CANOPY LIGHTS
	27	28 LIGHT POLES
	29	30 OUTLET FOR COOLER
NIGHT LIGHTS	31	32 OUTLET FOR COOLER
EMERGENCY/ EXT LIGHTS	33	34 OUTLET FOR FREEZER
OFF. LIGHTS	35	36
EXTERIOR WALL PACKS	37	38 OFFICE SECURITY OUTLET
OFFICE OUTLETS	39	40 STOCK R. SECURITY OUTLET
BREAK ROOM OUTLETS	41	42 SPARE
STOCKROOM OUTLETS		

LOAD CENTER DIRECTORY		
SERVES	CIRCUIT NO.	
LEFT PERIMETER LIGHTING RETAIL AREA	1	
RIGHT PERIMETER LIGHTING RETAIL AREA	2	
ROW 12 AND 13	3	
ROW 10 AND 11	4	
ROW 8 AND 9	5	
ROW 6 AND 7	6	
ROW 4 AND 5	7	
ROW 2 AND 3	8	
ROW 1	9	
ROW 10 DIRECTLY ABOVE MAIN ENTRY	10	
STOCKROOM LIGHTING	11	
	12	
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	20	
SPARE		

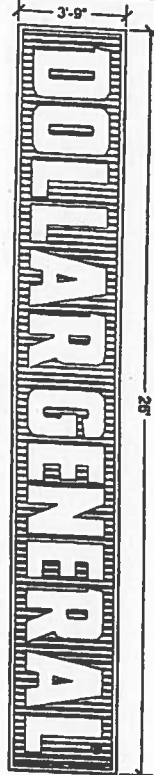
STANDARD SIGN SPECIFICATIONS			
BOX SIGNS			
SIZE	AMPS / WATTS	WEIGHT	
3' x 23'	25 AMP/5 / 792 WATTS	485 LBS.	
3'-9" x 26'	50 AMP/5 / 564 WATTS	695 LBS.	
5' x 40'	10 AMP/5 / 1168 WATTS	400 LBS.	
1' x 4'	0.10 AMP/5 / 65 WATTS	30 LBS.	
INDIVIDUAL LETTERS			
SIZE	WATT CLIMATE AMPS	WEIGHT	
18" L TRS	30T1A - 1.88 AMP/5	210 LBS.	
24" L TRS	30T1A - 1.88 AMP/5	245 LBS.	
30" L TRS	30T1A - 9.15 AMP/5	330 LBS.	
36" L TRS	30T1A - 12.00 AMP/5	400 LBS.	
36" L TRS	60T1A - 24.00 AMP/5	400 LBS.	
Pylon Signs			
SIZE	AMPS / WATTS	WEIGHT	
4' x 8'	1 AMP/5 / 198 WATTS	750 LBS.	
5' x 10'	3.4 AMP/5 / 396 WATTS	389 LBS.	
6' x 16'	5.0 AMP/5 / 564 WATTS	150 LBS.	

# SIGN SPECIFICATIONS

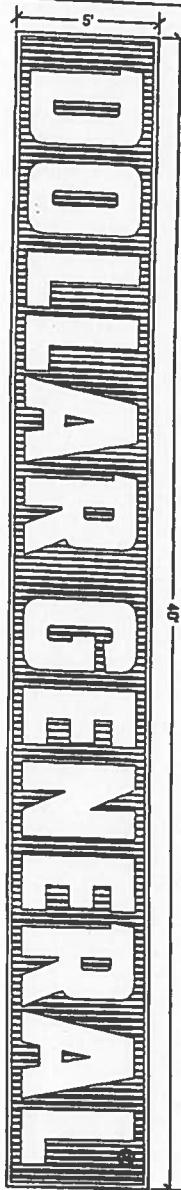
1. BUILDING SIGN: PROVIDE CONDUIT FROM ELECTRICAL PANEL TO THE CENTER OF THE SIGN CANOPY. THE CONDUIT IS TO BE 1" AND HAVE ONE SET OF 107 WIRE BUNDLES BRACKETED AT THE PANEL. BUILDING CANOPY MUST BE SUFFICIENTLY BUILT TO SUPPORT THE SIGN. NOTE: IF THE LEASE SPECIFIES A 5' x 7' x 4'-0" BUILDING SIGN ON 3" LETTER SET (ON LETTERS) 1 1/2" - 1 3/4" WIDE WITH GROUND AND 2 1/2" - 3" AMP CONDUIT REQUIRED.
2. PYLON SIGN: PROVIDE CONDUIT FROM ELECTRICAL PANEL TO LOCATION OF THE PYLON SIGN 100' WIRE WITH GROUND AND 1 3/4" AMP BRACKETED AT THE PANEL.
3. FINAL ELECTRICAL CONNECTIONS FOR SIGN TO BE COMPLETED AFTER SIGN ARE INSTALLED BY LICENSED ELECTRICIAN.
4. TRUCKS AND PHOTOGRAPH COMPOSITION ARE USED FOR ALL OUTDOOR SIGN.
5. SEE CHART ABOVE FOR SIGN SIZES.



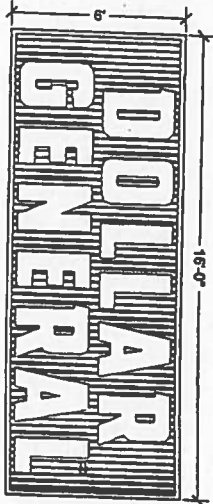
BUILDING DISTANCE FROM STREET: LESS THAN 100'



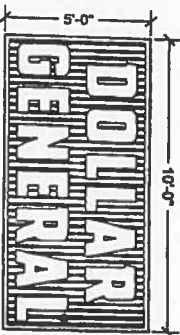
BUILDING DISTANCE FROM STREET: 100' - 350'



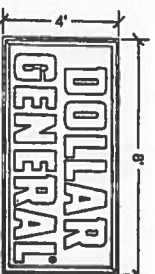
BUILDING DISTANCE FROM STREET: 350' AND ABOVE



THIS IS THE PRIMARY SIGN FOR ALL LOCATIONS.



THIS SIGN IS USED ON SECONDARY ACCESS LOCATIONS FOR SITES WITH MULTIPLE ACCESS.



THIS SIGN IS FOR SPECIALTY USE ONLY. NOT RECOMMENDED FOR PRIMARY SIGNAGE.



DRAWN  
GABR  
PRA  
REVISED

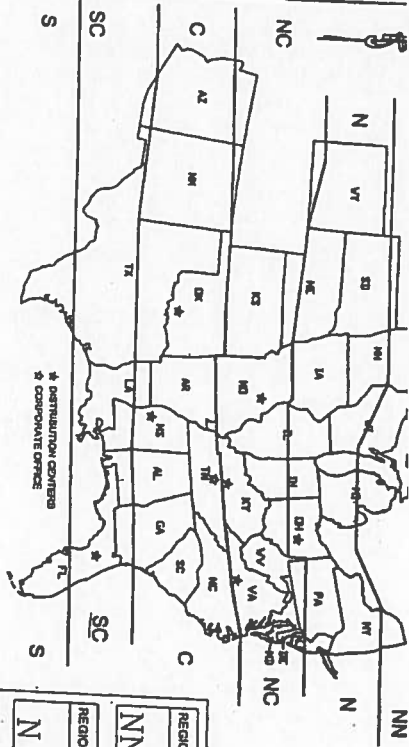
**DOLLAR GENERAL CORP.**

100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

E4

DATE: 03/25/1  
SCALE 1/4" = 1'-0"  
SHEET N

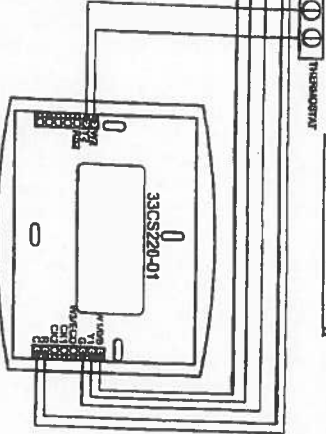




REGION	LOADS	REQUIRED	PER TON	PER TON
NN	600 B.T.U.	14.00	18.17	18.17
N	600 B.T.U.	14.00	18.17	18.17
NC	600 B.T.U.	14.00	18.17	18.17
SC	600 B.T.U.	14.00	18.17	18.17
S	600 B.T.U.	14.00	18.17	18.17
C	600 B.T.U.	14.00	18.17	18.17

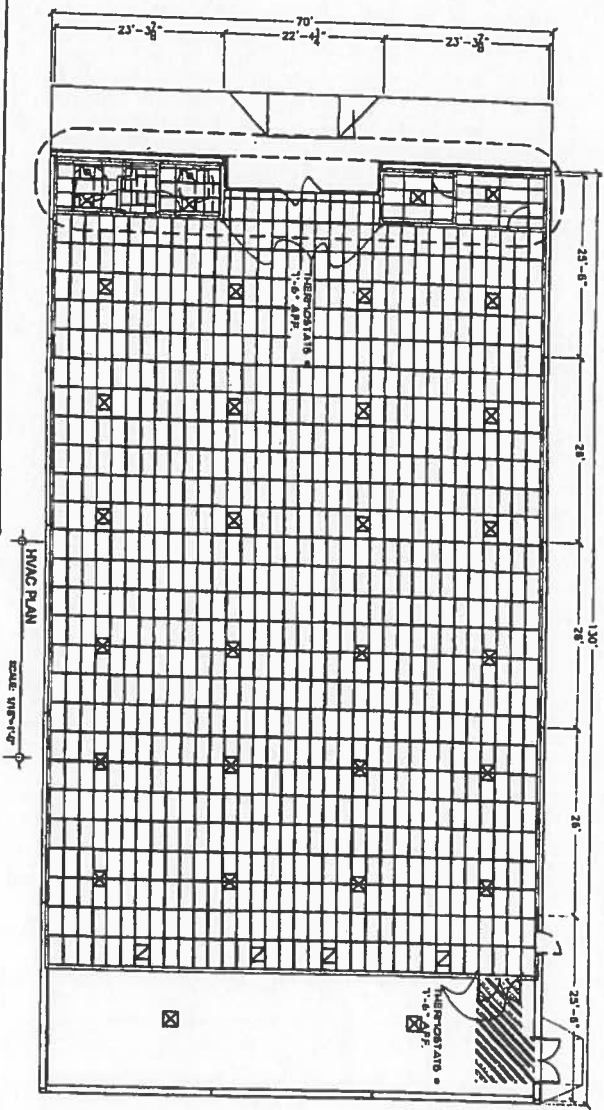
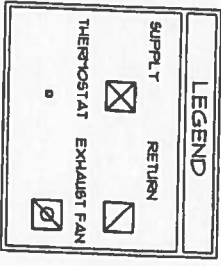
NOTE: THERMOSTAT WIRING SHALL BE 18AWG 8 CONDUCTOR PLENUM RATED CABLE. THERMOSTAT IS TO BE PREPROGRAMMED WITH FACTORY PRESET STOPS.

ORDERING INFORMATION:  
MODEL #: 33CS220-01  
CONTACT: CARRIER NATIONAL ACCOUNTS  
800-880-1088



# HVAC SPECIFICATIONS

1. HEAT, COOL, OR ROOF MOUNTED SYSTEM, WITH CONDENSATE DRAINAGE, CONFORMING TO ALL SPECIFICATIONS IN SALES FLOOR, OFFICE, RESTROOM, AND STOCKROOM AREAS.
2. REFER TO CHART ABOVE FOR MINIMUM ROOM REQUIREMENTS.
3. RETURN AIR VENTS TO BE LOCATED IN THE CEILING AND EXHAUST AIR VENTS TO BE LOCATED IN THE WALLS.
4. THERMOSTAT MOUNTED HEAT ENTRY DOORS AS SPECIFICATIONS AND ORDERING INFORMATION.
5. PACKAGED H.V.A.C. SYSTEMS ARE PREVENTED.



HVAC PLAN  
SCALE: 1/8" = 1'-0"

DOLLAR GENERAL CORP.

100 MISSION RIDGE  
GOODLETTSVILLE, TN 37072

DRAWN  
GABRI  
PRAT  
REVISED

DATE: 09/25/16  
SCALE: 1/8" = 1'-0"  
SHEET NO. 1



1

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eneral Corporation #10101, 2116 Highway 9E,

"Howard Goldfarb" <hg@excessspace.com>

To: [REDACTED]  
Date: May 13, 2019 11:54:47 AM

---

Ted,

Please find attached the Lease Modification pertaining to the terms that were agreed upon in writing. Please feel free to call me with any questions or comments. If you have comments you wish to make directly to the document, please red-line, scan and email back to me (or fax to 516.365.2946, if scanning/email is unavailable).

If all is in order, please email me a scanned copy of the signed, witnessed Modification (or fax to 516.365.2946, if scanning/email unavailable). When I receive such, I will send to Dollar General and I will then follow the document through to completion. Naturally, this document is non-binding until fully executed and delivered by the parties.

Best Regards,



Howard Goldfarb  
Executive Managing Director

Excess Space Retail Services, Inc.  
A Newmark Knight Frank company  
One Hollow Lane, Suite 206  
Lake Success, NY 11042  
T: (516) 365-6400 Ext. 227  
D: (516) 301-5827  
F: (516) 365-2946  
[hg@excessspace.com](mailto:hg@excessspace.com)  
[ExcessSpace.com](http://ExcessSpace.com)

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The information contained in this email and any attachments thereto is confidential and intended only for use by the addressee(s) and/or entity referenced herein and may contain privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or duplication of this communication is strictly prohibited. If you have received this email in error, please immediately notify the sender and permanently delete the original and any copy of this email, as well as any printout thereof. In the event that this email contains or transmits proposed terms of a potential transaction, the delivery of said proposed terms shall in no event be deemed an offer, but shall merely be a part of the negotiation process between a landlord, a potential lessee or a prospective purchaser and our client. Please note that although we may represent a party to this transaction, we are not authorized to legally bind them to the terms of any potential agreement. In addition, no obligation or liability, at law or in equity, including any claims for detrimental reliance or promissory estoppel, shall be binding on Excess Space Retail Services, Inc. or our client company. Moreover, there shall be no legally binding obligation created by this email, its attachments or any of our related correspondence, unless and until such time our client and a landlord, a potential lessee or a prospective purchaser shall have executed and delivered applicable documents. This material is submitted subject to errors and omissions.

## LEASE MODIFICATION AGREEMENT #1

RE: Dollar General Store #10101  
Dillon, SC

**THIS LEASE MODIFICATION AGREEMENT** (the "Agreement"), entered into this 13<sup>th</sup> day of May 2019, by and between Theofilos G. Balbanis, successor-in-interest, (the "Landlord"), and Dolgencorp, LLC, a Kentucky limited liability company, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, (the "Tenant").

### WITNESSETH,

**WHEREAS**, the undersigned parties now being Landlord and Tenant respectively, under the terms of a lease dated February 15, 2005 (the lease and any other amendments and/or modifications thereto hereinafter referred to as the "Lease") and primarily covering a store space located at 2116 Highway 9E, in the City of Dillon, County of Dillon and State of South Carolina (the "Demised Premises"), do now desire to modify and amend such Lease.

**WHEREAS**, both parties hereby acknowledge that Tenant's two (2) remaining option periods to extend the term, as provided in the Lease, are null and void upon execution of this Lease Modification Agreement.

**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 as follows:

1. **TERM.** The term of this Lease is extended for a period of seven (7) years beginning July 1, 2020 and terminating on June 30, 2027 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
2. **OPTION.** Provided Tenant at the time notice is given shall not then be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Tenant shall be entitled to extend the term of this Lease for two (2) periods of five (5) years each (each, an "Option Period"), upon the same terms and conditions as provided in the Lease except as specifically amended herein. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than ninety (90) days prior to the expiration of the Extended Term, or Option Period, if applicable. In the event Tenant 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) The rent during the Extended Term shall be in the amount of five thousand one hundred and 00/100 (\$5,100.00) 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 first Option Period, if exercised, shall be in the amount of five thousand four hundred eighty-one and 67/100 (\$5,481.67) 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.

c) The rent during the second Option Period, if exercised, shall be in the amount of six thousand twenty-nine and 83/100 (\$6,029.83) 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. **COMMON ARE MAINTENANCE.** Notwithstanding anything to the contrary in the Lease, Tenant agrees to pay Landlord four hundred and 00/100 (\$400.00) dollars per month during the Extended Term, four hundred fifty and 00/100 (\$450.00) dollars per month during the first Option Period (if exercised), and five hundred and 00/100 (\$500.00) dollars per month during the second Option Period (if exercised) as Tenant's sole contribution to Landlord for its cost of care and maintenance of the Common Area ("Common Area Maintenance Costs"). Tenant shall be responsible for no other reimbursement to Landlord relative to the Common Area other than the fixed Common Area Maintenance Costs. Care and maintenance shall include the maintenance of any grass or landscaped area with the Exhibit "A" real property, as well as parking lot lighting repairs and maintenance, cleaning, snow removal, striping, and repairs.
5. **LANDLORD'S INSURANCE.** Notwithstanding any contrary provisions in the Lease, effective upon full execution of this Agreement, specifically including any provisions setting forth Landlord's obligation to maintain certain insurance coverage, and Tenant's obligation to reimburse Landlord for Landlord's cost related to such insurance coverage, Landlord agrees to the following:

(i) Landlord shall carry 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 not less than \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate ("Liability Insurance"). Landlord further agrees to maintain (1) a "special cause of loss" policy (formerly an "all risk" policy) insuring all improvements on the Demised Premises (the "Property Insurance"); and (2) rent loss insurance covering twelve (12) months of rent loss with respect to the Demised Premises. The Property Insurance policy shall be on the form offered by the Insurance Services Offices ("ISO") or a form equal in scope of coverage as the ISO form. 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 for the repair or reconstruction of the Demised Premises following a casualty. Tenant shall be named as an additional insured under Landlord's Liability Insurance and as an additional loss payee under Landlord's Property Insurance policy. Landlord shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Delivery Date. Landlord's insurance shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving Tenant thirty (30) days prior written notice. Such insurance shall also be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Tenant and shall contain a severability of interest and waiver of subrogation clause. Tenant has designated a national insurance provider (the "Insurance Provider") for the purpose of providing consistency in the coverage required herein. Accordingly, without exception, Landlord must obtain the insurance coverage required in this Section through the Insurance Provider. Tenant shall, at its sole cost and expense, pay the Insurance Provider directly for Landlord's Liability Insurance and Property Insurance (excluding applicable deductible amounts, which shall be the sole responsibility of Landlord).

(ii) If the Demised Premises is located in zones "A", "B" or "Shaded-X" on the National Flood Insurance Program's Flood Insurance Rate Map, Landlord shall be required to obtain flood insurance covering the Demised Premises through the Insurance Provider and in no event shall the coverage limits exceed the limits allowed through the National Flood Insurance Program. Tenant shall, at its sole cost and expense, pay the Insurance Provider directly for Landlord's flood insurance.

6. **REFUND OF PREMIUM.** In the event Landlord receives a refund of any prepaid premiums from its existing provider of insurance upon the cancellation of any insurance policies, Landlord shall promptly pay to Tenant Tenant's pro rata share of the amount of any such refund (and provided Tenant has actually paid Landlord its pro rata share of same). In the event that Tenant does not receive the refund within sixty (60) days of the date of cancellation, Tenant may deduct the amount of the expected refund from future rent payments.
7. **CONFLICT.** In the event of a conflict between the provisions set forth in this first Amendment and the provisions of the Lease related to Landlord's insurance coverages and Tenant's reimbursement to Landlord for such costs, the terms, conditions and provisions of this first Amendment shall control.
8. **PERCENTAGE RENT.** Notwithstanding anything to the contrary in the Lease, during the Extended Term, the Tenant agrees to pay the Landlord a sum of money equal to 2% of its sales in excess of \$2,192,668.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year. During the first option period, if exercised, the Tenant agrees to pay the Landlord a sum of money equal to 2% of its sales in excess of \$2,192,668.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year. During the second option period, if exercised, the Tenant agrees to pay the Landlord a sum of money equal to 2% of its sales in excess of \$2,411,932.00, hereinafter called the minimum sales base, made from the Demised Premises during each lease year.
9. **ESTOPPEL CERTIFICATES.** Notwithstanding anything to the contrary in the Lease, commencing with the Extended Term, section 29 Estoppel Certificates of the original Lease dated February 15, 2005, shall be amended by deleting the reference of "ten (10) days" in the second typed line and replaced by the term "twenty (20) days."
10. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed and delivered electronically with such signatures being deemed original signatures for purposes of enforcement and construction of this Agreement.
11. **HOLDING OVER.** Notwithstanding anything to the contrary in the Lease, commencing with the date of this Agreement, as first written above Article 22 of the Lease is deleted in its entirety and replaced with the following:

"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, and shall be a periodic tenancy terminable by either party upon ninety (90) days prior written notice to the other party."
12. **NOTICES.** All notices required under this Agreement shall be deemed to have been properly

# DOLLAR GENERAL

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the dates set forth below.

Signed and acknowledged in duplicate in presence of:

Witnesses for Landlord:

LANDLORD: THOFILOS G. BALABANIS

Witness 1

Christine Harvey  
Print Name

By:  
Name:  
Its:  
Date:

THOFILOS G. BALABANIS  
LESSOR  
05/13/19

Witness 2

Robert Shorter  
Print Name

Witnesses for Tenant:

TENANT: DOLGENCORP, LLC

Witness 1

Print Name

By:  
Name:  
Its:  
Date:

Melissa L. Heisse  
Sr. Director, Lease Administration

Witness 2

Print Name



## EXCLUSIVE LISTING AGREEMENT

### DOLLAR GENERAL

2116 SC-9 E.

DILLON, SC 29536

In consideration of the listing for sale of the real property hereinafter described (the "Property"), on this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by SRS Real Estate Partners SE, LLC ("Broker") and Broker's agreement to use its best efforts to effect a sale(s), the undersigned ("Seller") hereby grants to Broker the exclusive and irrevocable right to negotiate a sale contract(s) or exchange those certain properties herein listed for a period commencing (the "Commencement Date") and ending 180 calendar days following the initiation of public marketing (the "Term"). In the event that Seller enters in a sales contract while this Agreement is in effect, the Term and other time periods set forth in this Agreement shall be automatically extended for a period of time equal to the number of days between the date of execution of such sales contract and the date such sales contract is terminated or the transaction contemplated by such sales contract is closed. The sale shall be on terms which are acceptable to Seller.

1. **PURCHASE PRICE:** The Properties and their respective listing price(s) as proposed by the authorized listing agent and as agreed to by the Seller are listed as follows:

Dollar General	Fee Simple	2116 SC-9 E. Dillon, SC 29536	Price: \$914,285 Cap Rate: 7.00%
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2. **SALES COMMISSION:** Seller agrees to pay Broker a commission in consideration for services rendered by Broker. Seller agrees to pay Broker a commission equal to five percent (5.00%) of the purchase price of the property (the "Sales Commission") to SRS Real Estate Partners if the Seller's property interest transfers upon the occurrence of any of the below referenced items in this paragraph:

- The Property is sold, exchanged or otherwise conveyed, during the Term, whether by Seller or any other person or entity; or
- A sale, exchange or other conveyance of the Property to a person or entity with whom Broker has negotiated, contacted regarding the Property, or who was introduced to Seller as a prospective purchaser (the "Prospective Purchaser"), provided that (i) the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property; (ii) written notice has been given to Seller of the name of the Prospective Purchaser not later than ten (10) business days following the expiration of the Term; or (iii) written notice has been given to Seller of any such offer or the name of any such Prospective Purchaser, during the term and as pursuant to Section 4 below. "Prospective Purchaser" shall include that person or entity to whose attention Broker has brought the Property, as well as any partnership, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest.

Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers. Commissions shall be payable at closing, and recordation of the deed. In the case of any sale accomplished through an escrow, this commission shall be paid at close of escrow, and Broker shall be entitled to make demand of any escrow holder for payment from the proceeds of sale.

3. **TERM AND TERM CONTINUATION.** Seller further agrees to pay Broker a commission in accordance with the terms of this Agreement if (a) a sale, exchange or option to purchase the Property is made during the term to anyone, or (b) within ninety (90) calendar days after the expiration or termination of the Term, the Property is sold, exchanged, or an option to purchase is granted, or negotiations continue, resume or commence and thereafter continue leading to a sale, exchange or grant of an option to any person or entity (including his/her/its successors, assigns or affiliates) with



whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a list of such persons or entities to Seller not later than ten (10) business days following the expiration or termination of the Term, provided, however, that if a written offer has been submitted, it shall not be necessary to include the offeror's name on the list.

4. **INDEMNIFICATION.** Seller agrees to indemnify and hold Broker harmless from any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs) arising from or asserted in connection with any incomplete or inaccurate information provided by Seller, or any material information concerning the Property which Seller has failed to disclose and for any claims against Broker for environmental responsibility with respect to the Property.
5. **INSPECTION(S)** Seller agrees that Broker(s) or its representatives shall have the right to enter upon and inspect the interior and exterior of the Property with Prospective Purchasers at reasonable hours upon due notice to Seller. Seller further agrees to furnish or make available to Broker(s) and Prospective Purchasers any due diligence materials known to, reasonably attainable, or in the possession of the Seller including but not limited to financial data, environmental, warranties, contracts and leases. Seller acknowledges that Broker shall not be responsible for performing any due diligence or other investigation of the Property, or for providing professional advice with respect to any legal, tax, engineering, construction or hazardous materials issues.
6. **PROPERTY INFORMATION AND DISCLOSURES.** Seller agrees to make any and all disclosures as are or may become required by State and Federal laws) regarding the Property. Seller agrees to disclose all known material defects and material facts affecting the Property. Seller further agrees to disclose to Broker and to prospective purchasers any and all information which Seller has regarding present and future zoning and environmental matters affecting the Property and the condition of the Property, including but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on or about the property. Broker is authorized to disclose any such information to prospective purchasers.
7. **STATE AND FEDERAL COMPLIANCE.** Seller and Broker agree that the Property will be offered in compliance with all applicable federal, state and local anti-discrimination laws and regulations. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1954 Civil Rights Act and all amendments thereto, the foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. Seller is a licensed real estate broker in Louisiana and involved in the ownership structure.
8. **OFFERS, EXCLUSIVE AGENCY AND NOTIFICATION INQUIRIES.** Seller agrees to cooperate with Broker in effecting contracts for sale of the Property and immediately to refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is not authorized to accept a deposit from any prospective purchasers and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property. Seller represents that it is the Seller of the Property. Seller and its counsel will be responsible for determining the sufficiency of a sale and any other documents relating to any transaction contemplated by this Agreement. Seller agrees to promptly refer to Broker all inquiries of anyone interested in the Property or who approaches Seller either directly or indirectly during the Term with respect to the Property. Seller agrees to provide Broker with fully executed copies of any and all Letters of Intent, Agreements of Sale, Settlement or Closing Statements, and an executed FIRPTA form on or before the Closing Date.
9. **NATIONAL BROKERAGE AND DUAL AGENCY.** Seller acknowledges that Broker is a national brokerage firm and that in some cases it may represent prospective purchasers. Seller desires that the Property be presented to such persons or entities and consents that Seller's relationship with Seller's broker shall become that of a Transaction Broker. Seller's Broker will notify both Seller and Buyer of such change in relationship if an offer is provided to Seller. Broker shall not disclose the confidential information of one principal to the other.





- 10. DISPUTE RESOLUTION.** In the event of any dispute between Seller and Broker relating to this Agreement, the Property or Seller or Broker's performance hereunder, Seller and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorneys' fees.
- 11. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 12. SEVERABILITY.** In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
- 13. ADDENDA.** Any addendum attached hereto and signed by the parties shall be deemed a part hereof.
- 14. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 15. AUTHORITY OF SIGNATORY.** Each signatory to this Agreement represents and warrants that (s)/he has full authority to sign this Agreement on behalf of the party for whom (s) he signs and that this Agreement binds such party.
- 16. ENTIRETY OF AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Seller and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

[SIGNATURES ON FOLLOWING PAGE]



The undersigned Seller and Broker hereby agree to be bound by all terms set forth herein and acknowledge receipt of a copy of this Agreement.

<b>BROKER:</b>	<b>SELLER:</b>
SRS Real Estate Partners SE, LLC	THEOFILOS G. GALABANIS
3445 Peachtree Road NE, Suite 950	PO Box 3565
Atlanta, GA 30326	Martinsville, VA 24115
Signature	Signature
	
Date:	Date:
08/06/2019	7-26-2019



## LEASE MODIFICATION AGREEMENT #1

RE: Dollar General Store #10101  
Dillon, SC

THIS LEASE MODIFICATION AGREEMENT (the "Agreement"), entered into this 13<sup>TH</sup> day of MAY, 2019, by and between Theofilos G. Balbanis, successor-in-interest, (the "Landlord"), and Dolgencorp, LLC, a Kentucky limited liability company, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, (the "Tenant").

### WITNESSETH,

WHEREAS, the undersigned parties now being Landlord and Tenant respectively, under the terms of a lease dated February 15, 2005 (the lease and any other amendments and/or modifications thereto hereinafter referred to as the "Lease") and primarily covering a store space located at 2116 Highway 9E, in the City of Dillon, County of Dillon and State of South Carolina (the "Demised Premises"), do now desire to modify and amend such Lease.

WHEREAS, both parties hereby acknowledge that Tenant's two (2) remaining option periods to extend the term, as provided in the Lease, are null and void upon execution of this Lease Modification Agreement.

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 as follows:

1. **TERM.** The term of this Lease is extended for a period of seven (7) years beginning July 1, 2020 and terminating on June 30, 2027 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
2. **OPTION.** Provided Tenant at the time notice is given shall not then be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Tenant shall be entitled to extend the term of this Lease for two (2) periods of five (5) years each (each, an "Option Period"), upon the same terms and conditions as provided in the Lease except as specifically amended herein. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than ninety (90) days prior to the expiration of the Extended Term, or Option Period, if applicable. In the event Tenant 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) The rent during the Extended Term shall be in the amount of five thousand one hundred and 00/100 (\$5,100.00) 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 first Option Period, if exercised, shall be in the amount of five thousand four hundred eighty-one and 67/100 (\$5,481.67) dollars, per calendar month, payable in advance



served if delivered in the manner set forth in the Lease, except that Tenant's address for receipt of notices shall hereinafter be Dolgencorp, LLC, 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Lease Administration).

13. **MISCELLANEOUS.** Landlord and Tenant 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 and of any previous modifications thereof shall remain unchanged. 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.

(SIGNATURE PAGE TO FOLLOW)

on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

c) The rent during the second Option Period, if exercised, shall be in the amount of six thousand twenty-nine and 83/100 (\$6,029.83) 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. **COMMON AREA MAINTENANCE.** Notwithstanding anything to the contrary in the Lease, Tenant agrees to pay Landlord four hundred and 00/100 (\$400.00) dollars per month during the Extended Term, four hundred fifty and 00/100 (\$450.00) dollars per month during the first Option Period (if exercised), and five hundred and 00/100 (\$500.00) dollars per month during the second Option Period (if exercised) as Tenant's sole contribution to Landlord for its cost of care and maintenance of the Common Area ("Common Area Maintenance Costs"). Tenant shall be responsible for no other reimbursement to Landlord relative to the Common Area other than the fixed Common Area Maintenance Costs. Care and maintenance shall include the maintenance of any grass or landscaped area with the Exhibit "A" real property, as well as parking lot lighting repairs and maintenance, cleaning, snow removal, striping, and repairs.

5. **LANDLORD'S INSURANCE.** Notwithstanding any contrary provisions in the Lease, effective upon full execution of this Agreement, specifically including any provisions setting forth Landlord's obligation to maintain certain insurance coverage, and Tenant's obligation to reimburse Landlord for Landlord's cost related to such insurance coverage, Landlord agrees to the following:

(i) Landlord shall carry 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 not less than \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate ("Liability Insurance"). Landlord further agrees to maintain (1) a "special cause of loss" policy (formerly an "all risk" policy) insuring all improvements on the Demised Premises (the "Property Insurance"); and (2) rent loss insurance covering twelve (12) months of rent loss with respect to the Demised Premises. The Property Insurance policy shall be on the form offered by the Insurance Services Offices ("ISO") or a form equal in scope of coverage as the ISO form. 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 for the repair or reconstruction of the Demised Premises following a casualty. Tenant shall be named as an additional insured under Landlord's Liability Insurance and as an additional loss payee under Landlord's Property Insurance policy. Landlord shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Delivery Date. Landlord's insurance shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving Tenant thirty (30) days prior written notice. Such insurance shall also be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Tenant and shall contain a severability of interest and waiver of subrogation clause. Tenant has designated a national insurance provider (the "Insurance Provider") for the purpose of providing consistency in the coverage required herein. Accordingly, without exception, Landlord must obtain the insurance coverage required in this Section through the Insurance Provider. Tenant shall, at its sole cost and expense, pay the Insurance Provider directly for Landlord's Liability Insurance and Property Insurance (excluding applicable deductible amounts, which shall be the sole responsibility of Landlord).

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the dates set forth below.

Signed and acknowledged in duplicate in presence of:

Witnesses for Landlord:

Witness 1

Christine Harvey  
Print Name

Witness 2

Robert Shorter  
Print Name

LANDLORD: THOFILOS G. BALABANIS

By:

Name:

Its:

Date:

THEOF. L. G. BALABANIS  
LESSOR  
05/13/17

Witnesses for Tenant:

Witness 1

Amber Turpin  
Print Name

Witness 2

Keri Palmer  
Print Name

TENANT:

DOLGENCORP, LLC

By:

Name:

Its:

Date:

Melissa L. Heisse  
Sr. Director, Lease Administration  
6/13/2019