

Recorded: 10/22/2019 at 9:10:28.0 AM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.60  
Combined Fee: \$35.60  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2019 PG: 2931

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This instrument prepared by  
and after recording return to:  
Jessica Herrell  
Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072  
417-256-4790

Dollar General Store No. 21112  
Earlville, IA

STATE OF IOWA

COUNTY OF DELAWARE

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made and entered into this 11<sup>th</sup> day of October, 2019, by and between DGOGEarlvilleia040319 LLC, a limited liability company, 1598 Imperial Center, Suite 2001, West Plains, MO 65775 (the "Landlord") and Dolgencorp, LLC, a Kentucky limited liability company, 100 Mission Ridge, Goodlettsville, TN 37072 (the "Tenant").

**WITNESSETH:**

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

1. Landlord has leased to Tenant under a Lease dated as of April 25, 2019, (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in Delaware County, Earlville, Iowa, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

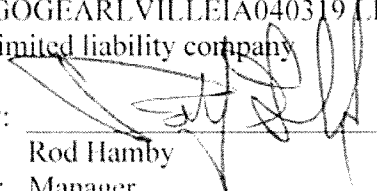
Premises.

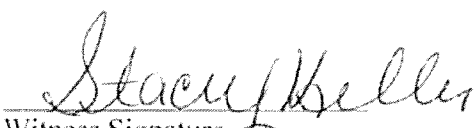
3. The Demised Premises may be used for any lawful retail purpose.
4. The term of the Lease shall be for a period of fifteen (15) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for five (5) successive periods of five (5) years each, upon the terms and conditions therein set forth.
6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as: a Family Dollar Store; Bill's Dollar Store; Fred's; Dollar Tree; Ninety-Nine Cents Only; Deals; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express) (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.
7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.
8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

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

**LANDLORD:**

DGOGEARLVILLEIA040319 LLC  
a limited liability company

By:   
Rod Hamby  
Its: Manager

  
Stacy Keller

Witness Signature

Stacy Keller  
Witness Print

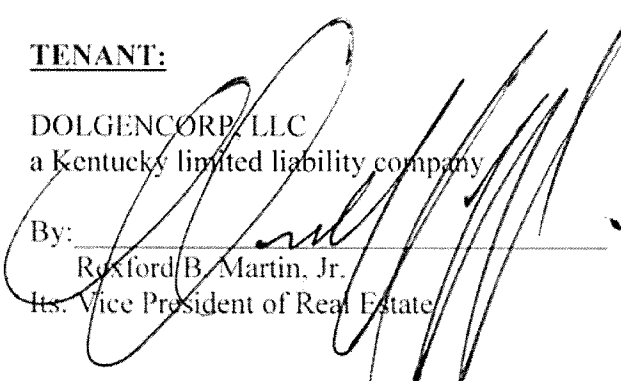
  
Debbie Buehler

Witness Signature

Debbie Buehler  
Witness Print

**TENANT:**

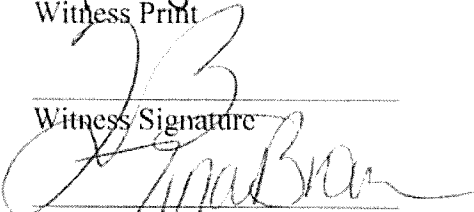
DOLGENCORP/LLC  
a Kentucky limited liability company

By:   
Roxford B. Martin, Jr.  
Its: Vice President of Real Estate

  
Marilyn A. Horton

Witness Signature

Marilyn A. Horton  
Witness Print

  
[illegible]

Witness Signature

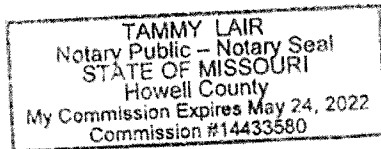
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LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Missouri )  
COUNTY OF Howell ) SS

On this the 21<sup>st</sup> day of October, 2019 before me, the undersigned, personally appeared Red Hamby who acknowledged himself/herself/themselves to be the Manager of DG16 Earvilleia 046319 LLC a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as manager.

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



Tammy Lair  
My Commission Expires: 5/24/22

TENANT

STATE OF TENNESSEE     )  
                                          ) SS  
COUNTY OF DAVIDSON    )

On this the 11<sup>th</sup> day of October, 20 19, before me, the undersigned officer, personally appeared Rexford B. Martin, Jr., Vice President of Real Estate of Dolgencorp, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Real Estate.

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

Jessica Herrell

My Commission Expires: 11-8-2022

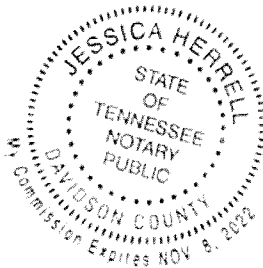


Exhibit A\_I  
Survey Description  
Earlville, IA

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER. FROM SAID POINT OF BEGINNING, THENCE SOUTH 87°-47'-18" WEST 491.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 01°-31'-28" WEST 250.00 FEET; THENCE NORTH 87°-47'-18" EAST 491.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01°-31'-28" EAST 250.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT THIS LAND SURVEY DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.