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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 057747

2010 OCT -6 AM 8:57

MICHELLE B. FAJMAN  
RECORDER

This instrument prepared by  
~~Clay D. Stephens, Esq.~~  
Clay D. Stephens, Esq.  
Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072

Dollar General Store No. 11846

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

STATE OF INDIANA

COUNTY OF LAKE

MEMORANDUM OF LEASE

September THIS MEMORANDUM OF LEASE is made and entered into this 13<sup>th</sup> day of September, 2010 by and between **Lake Station DG, LLC**, a limited liability company, as successor in interest, (the "Landlord") and **Dolgencorp, LLC**, a Kentucky limited liability company (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 July 15, 2009 (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 Lake County, Lake Station, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

~~21024846-R~~  
21343783-R

✓ # 81749978  
19<sup>00</sup>  
B3 E

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

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

4. The term of the Lease shall be for a period of 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 four (4) successive periods of five (5) years each, upon the terms and conditions therein set forth.

6. Landlord covenants and agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed 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, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, McCory's, McCory's Dollar, Planet Dollar, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept. 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 and to any such land owned, developed or acquired in the future within a one (1) mile radius. Landlord agrees (for itself and its affiliates) not to accept any engagement as a developer for such purposes in violation of the foregoing restrictive covenants within such one (1) mile radius.


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:**

**LAKE STATION DG, LLC**  
**a limited liability company**

By:   
Robert Buchalter  
Its: Authorized Agent

  
Witness Signature

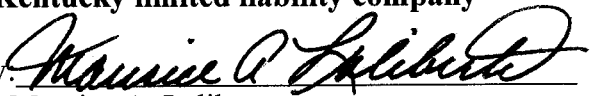
Melinda Dillon  
Witness Print

  
Witness Signature

Sandi Pickett  
Witness Print

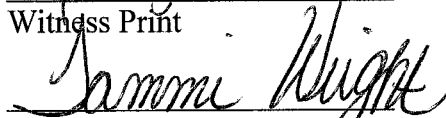
**TENANT:**

**DOLGENCORP, LLC**  
**a Kentucky limited liability company**

By:   
Maurice A. Laliberte  
Its: Vice President of Lease Administration

  
Witness Signature

Marilyn A. Horton  
Witness Print

  
Witness Signature

Tammi Wright  
Witness Print

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY,  
THAT I HAVE TAKEN REASONABLE CARE TO REDACT  
EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT,  
UNLESS REQUIRED BY LAW."

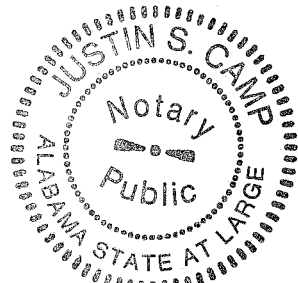
NAME: Clay D Stephens, Esq.

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Alabama  
COUNTY OF Jefferson ) SS

On this the 13<sup>th</sup> day of September, 2010, before me, the undersigned, personally appeared Robert Buchalter, who acknowledged himself/herself/themselves to be the Authorized Agent of Lake Station DG, 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 Authorized Agent

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

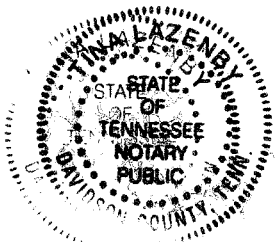


Justin S. Camp  
My Commission Expires: 12-15-13  
TENANT

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON ) SS

On this the 1<sup>st</sup> day of September, 2010, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President of Lease Administration of Dolgencorp, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Lease Administration.

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



Tina Lazebny  
My Commission Expires: 11-22-2010

My Commission Expires: NOV. 23, 2010

Exhibit A

SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT DESCRIBED AS LYING 2356.50 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 17, AS MEASURED ALONG THE NORTHERLY LINE OF CENTRAL AVENUE IN THE CITY OF LAKE STATION, AS IT EXISTED ON FEBRUARY 23, 1961; THENCE NORTHERLY, AT RIGHT ANGLES TO SAID FORMER NORTH LINE OF CENTRAL AVENUE, 10.00 FEET TO THE NORTH LINE OF CENTRAL AVENUE PER AN EASEMENT DEDICATION TO THE CITY OF EAST GARY, NOW LAKE STATION, RECORDED JUNE 27, 1969 AS DOCUMENT NUMBER 22059, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, AT RIGHT ANGLES TO THE NORTH LINE OF SAID CENTRAL AVENUE, 265.53 FEET TO THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO PORTAGE REALTY LIMITED PARTNERSHIP II PER A WARRANTY DEED RECORDED JULY 6, 1999 AS INSTRUMENT NUMBER 99 056860; THENCE EASTERLY, ALONG SAID NORTH LINE 229.73 FEET TO THE WEST LINE OF A PARCEL OF LAND CONVEYED TO FRANK L. ENNIS AND ROLAND L. MOORE PER A WARRANTY DEED RECORDED JULY 12, 2001 AS INSTRUMENT NUMBER 2001 054868; THENCE SOUTHERLY, ALONG SAID WEST LINE, AT RIGHT ANGLES TO THE NORTH LINE OF SAID CENTRAL AVENUE, 210.35 FEET TO THE NORTH LINE OF SAID CENTRAL AVENUE; THENCE WESTERLY, ALONG SAID NORTH LINE, 223.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.218 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.