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2017 066503

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 OCT -2 AM 9:08

MICHAEL B. BROWN  
RECORDER

When Recorded Return To: \_\_\_\_\_  
First American Title Insurance Company  
National Commercial Services  
3031 N. Rocky Point Drive West, Ste. 550  
Tampa, FL 33607  
File No: NCS 843485-82

This statement prepared by  
~~and after recording return to:~~  
Rebekah Fisher, Esq.  
Fisher Matthews PLLC  
5556 Franklin Pike, Suite 202  
Nashville, TN 37220

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT (this "Agreement"), is made and entered into effective this 12th day of June, 2017 (the "Effective Date"), by and between FD IN Corp., a Virginia corporation (the "Assignor"), and Dolgencorp, LLC, a Kentucky limited liability company (the "Assignee").



WHEREAS, Assignor, Assignee and certain other parties entered into that certain Asset Purchase Agreement dated March 29, 2017, as amended (collectively, the "Purchase Agreement"), pursuant to which Assignor agreed to sell, and Assignee agreed to purchase, upon and subject to the terms and conditions of the Purchase Agreement, certain Acquired Assets of the Assignors more particularly described therein; and

WHEREAS, the Acquired Assets include the Lease Agreement, as the same may be amended from time to time, for the premises located at 4157 Cleveland St., Gary, Indiana as more particularly described on Exhibit A, attached hereto and made a part hereof for all purposes (the "Assumed Store Lease"), pursuant to which Assignor leases the premises more particularly described therein (the "Demised Premises"), a memorandum of which is recorded as Document Number 2005-012427 in the Lake County Records; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor desires to assign, transfer and convey unto Assignee, and Assignee desires to accept and assume, all of the Assignor's right, title and interest in and to the Assumed Store Lease, upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- Definitions. Unless otherwise specifically provided herein, capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement. As used in this Agreement, the term "Party" and/or "Parties" shall mean individually or collectively, as the context may require, the Assignor and Assignee.
- Assignment by Assignor. Effective as of the Effective Date, Assignor hereby grants, transfers, conveys and assigns to Assignee, and its successors and assigns, all right, title and interest of such Assignor in, to, and under the Assumed Store Lease.

Gary, IN (#6682/DG #19108)

AMOUNT \$ 25<sup>00</sup>  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
 CHECK # 1200214049  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-COM \_\_\_\_\_  
 CLERK [Signature]

82 / 5 pgs @ 45.00

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3. Assumption by Assignee. As of the Effective Date, Assignee hereby accepts the foregoing assignment, transfer and conveyance by the Assignor and assumes all obligations of the Assignor under the Assumed Store Lease and agrees to fulfill, keep, perform and observe each and every condition and covenant contained in the Assumed Store Lease which is required to be fulfilled, observed, kept, performed and observed by lessee (including Assignor) under the Assumed Store Lease from and after the Effective Date.

4. Indemnification. Assignee shall indemnify, defend and hold harmless Assignor, and its agents, employees, officers and directors, from and against claims, demands, losses, damages, liabilities, causes of action, costs and expenses (including reasonable attorneys' fees, including attorneys' fees incurred to enforce this indemnity, defense, and hold harmless obligation) with respect to the Assumed Store Lease ("Claims"), which Claims arise, accrue, or are incurred after the Effective Date. Assignor shall indemnify, defend and hold harmless Assignee, and its agents, employees, officers and directors, from and against all liabilities and obligations of Assignor as tenant under the Assumed Store Lease, including costs and expenses (including reasonable attorneys' fees, including attorneys' fees incurred to enforce this indemnity, defense, and hold harmless obligation) in connection therewith, which arose, accrued, or were incurred prior to the Effective Date.

5. Purchase Agreement Controls. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Assignee or Assignor set forth in the Purchase Agreement. This Agreement is subject to and governed entirely in accordance with the terms and conditions of the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the Purchase Agreement shall govern.

6. Miscellaneous.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.

(b) No modification, amendment or waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the Party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given.

(c) All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have each caused this Assignment of Lease Agreement to be duly executed and effective as of the Effective Date.

ASSIGNOR:

FD IN Corp.,  
a Virginia corporation

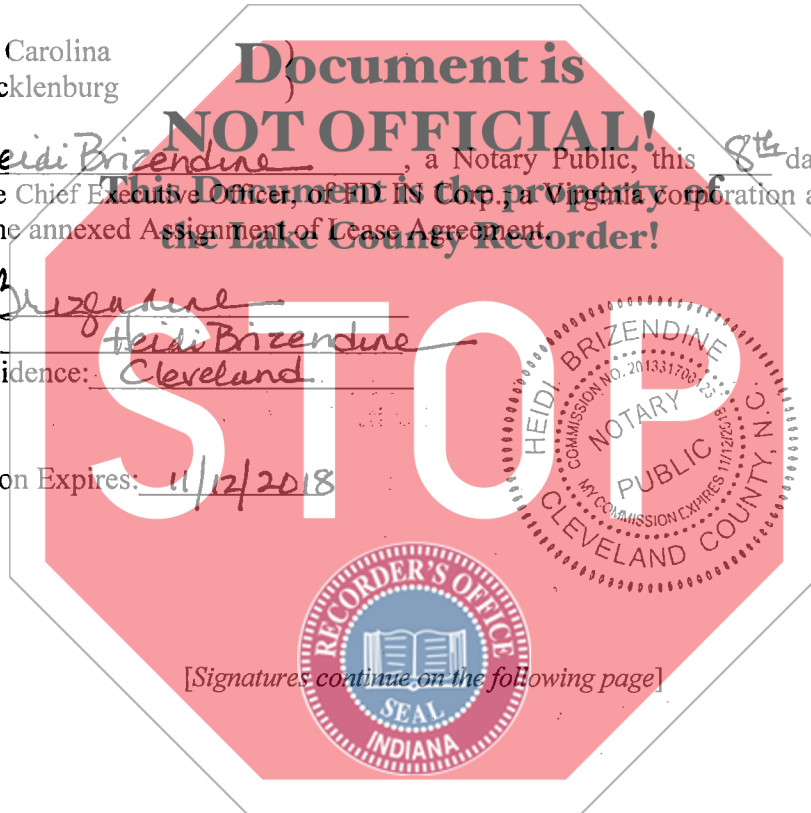
By: *Bruce Efir*  
Printed Name: Bruce Efir  
Title: Chief Executive Officer

State of North Carolina  
County of Mecklenburg

Before me Heidi Brizendine, a Notary Public, this 8<sup>th</sup> day of June, 2017, Bruce Efir, the Chief Executive Officer of FD IN Corp, a Virginia corporation acknowledged the execution of the annexed Assignment of Lease Agreement.

Heidi Brizendine  
Printed Name: Heidi Brizendine  
County of Residence: Cleveland  
Notary Public.

My Commission Expires: 11/12/2018



[Signatures continue on the following page]

ASSIGNEE:

DOLGENCORP, LLC

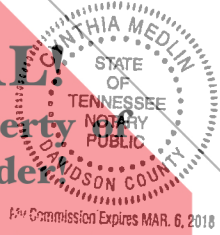
By: [Signature]  
Name: Clay Stephens  
Title: Vice President

State of Tennessee )  
County of Davidson )

Before me Cynthia Medlin, a Notary Public, this 8th day of June, 2017, Clay Stephens, the Vice President, of Dolgencorp, LLC acknowledged the execution of the annexed Assignment of Lease Agreement.

Cynthia Medlin  
Printed Name: Cynthia Medlin  
County of Residence: Davidson  
Notary Public

My Commission Expires: 3-6-2018



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.

Signature: [Signature]  
Printed Name: Rebecca Fisher

**Exhibit A**  
**Legal Description**

**Gary, Indiana (Cleveland St) - Store #6682/DG Store #19108**

THE NORTH 700 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, EXCEPT THE WEST 53 FEET AND THE NORTH 30 FEET FOR RIGHT-OF -WAY PURPOSES, ALSO EXCEPTING THE EAST 40 FEET, CONTAINING 8.75 ACRES, MORE OR LESS.

COMMONLY KNOWN AS: 4121-4221 SOUTH CLEVELAND, GARY, INDIANA

