



Document 2024 1280

Book 2024 Page 1280 Type 06 014 Pages 5

Date 6/10/2024 Time 10:00:10AM

Rec Amt \$27.00

INDX
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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

THIS SPACE IS RESERVED FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

Dollar Tree Stores, Inc.
Attn.: Lease Administration Dept.
500 Volvo Parkway
Chesapeake, VA 23320
Reference: Store #10301

Phone number 757-321-5000

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into this 28th day of May, 2024, (the "Effective Date"), by and between FAMILY DOLLAR STORES OF IOWA, LLC, a Virginia limited liability company, ("Assignor"), and DOLLAR TREE STORES, INC., a Virginia corporation, ("Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Assignor is the tenant under that certain lease agreement more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (such lease, together with all amendments and modifications thereto and all extensions and renewals thereof, the "Lease") pursuant to which Assignor leases the premises more particularly described therein and known generally as Family Dollar Store No. 33746; and

WHEREAS, Assignor desires to assign, transfer and convey unto Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the 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:

1. Assignment by Assignor. As of the Effective Date, Assignor hereby grants, transfers, conveys and assigns to Assignee, its successors and assigns, all right, title and interest of Assignor in, to, and under the Lease.

2. Assumption by Assignee. As of the Effective Date, Assignee hereby accepts the foregoing assignment, transfer and conveyance by Assignor and assumes all obligations of Assignor under the Lease

and agrees to fulfill, keep, perform and observe each and every condition and covenant contained in the Lease which is required to be fulfilled, observed, kept, performed and observed by the lessee under the Lease on and after the Effective Date.

3. Miscellaneous.

(a) Construction and interpretation of this Agreement shall be governed by the laws of the State governing the Lease, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(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. This Agreement is for the sole benefit of the Parties and not for the benefit of any third party.

(d) If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision hereof, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the Parties agree to modify the offending provision so as to maintain the essential benefits of the bargain between the Parties to the maximum extent possible, consistent with Law and public policy.

(e) 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.

[Signature page follows]

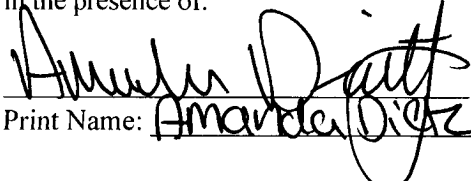
IN WITNESS WHEREOF, the Parties have each caused this Assignment of Lease and Assumption Agreement to be duly executed as of the date set forth on the first page.

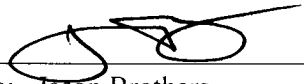
WITNESSES:

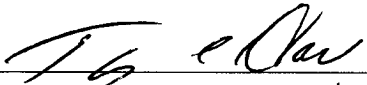
ASSIGNOR:

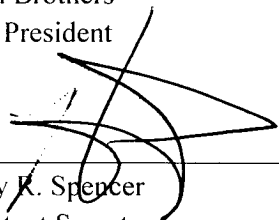
Signed, sealed and delivered
in the presence of:

FAMILY DOLLAR STORES OF IOWA, LLC,
a Virginia limited liability company


Print Name: Amanda Dietz

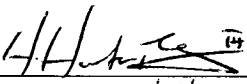
By: 
Name: Jason Brothers
Title: Vice President

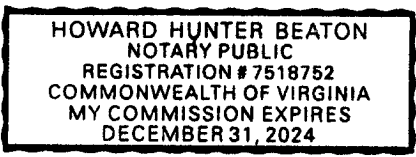

Print Name: Tammy Hale

Attest: 
Name: Harry R. Spencer
Title: Assistant Secretary

(CORPORATE SEAL)

NOTARY PUBLIC:


Print Name: Howard Hunter Beaton III



My commission expires:
12/31/24

(NOTARIAL SEAL)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

WITNESSES:

ASSIGNEE:

Signed, sealed and delivered
in the presence of:

DOLLAR TREE STORES, INC.,
a Virginia corporation

Amanda Dietz
Print Name: Amanda Dietz

By: *Deborah E. Miller*
Name: Deborah E. Miller
Title: Vice President

Tammy Hall
Print Name: Tammy Hall

Attest: *Harry R. Spencer*
Name: Harry R. Spencer
Title: Assistant Secretary

(CORPORATE SEAL)

NOTARY PUBLIC:

Howard Hunter Beaton
Print Name: Howard Hunter Beaton

My commission expires:
12/31/24

(NOTARIAL SEAL)

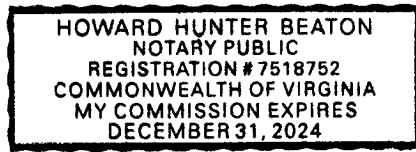


EXHIBIT "A"

DESCRIPTION OF LEASE

Lease Agreement dated February 17, 2023, as amended by a First Amendment to Lease Agreement dated February 29, 2024, by and between RIDGE INVESTMENT GROUP, LLC, a Missouri limited liability company, as lessor, and FAMILY DOLLAR STORES OF IOWA, LLC, a Virginia limited liability company, as lessee, covering certain premises located at 818 North 1st Street, Winterset, IA 50273.

Reference Document Titled "Memorandum of Lease", Recorded March 27, 2023 as Document #2023 610 in Book 2023, Page 610, Type 06 014, Pages 6 for legal description.