

BK: 2017 PG: 1153  
Recorded: 4/13/2017 at 8:06:10.0 AM  
Fee Amount: \$32.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

---

This instrument prepared by  
and after recording return to:  
Marilyn A. Horton  
Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072  
417-457-2690

Dollar General Store No. 3671

STATE OF IOWA

COUNTY OF MADISON

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made and entered into this 5<sup>th</sup> day of April, 2017, by and between DGOGWinterset LLC., a limited liability company, 1598 Imperial Center, Ste. 2001, West Plains, MO 65776, (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 May 19, 2016, (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 Madison County, Winterset, 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.

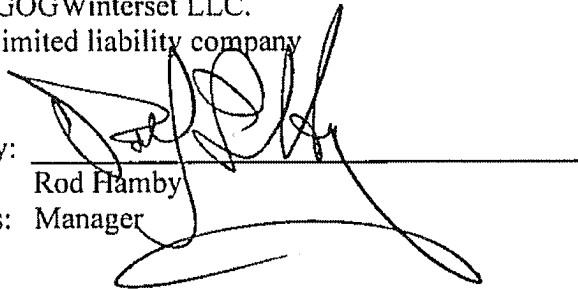
3. The Demised Premises may be used for any lawful retail purpose.
4. The term of the Lease shall be for a period of fifteen (15) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for five (5) successive periods 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; Dollar Express; 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:**

DGOGWinterset LLC.  
a limited liability company

By: \_\_\_\_\_  
Rod Hamby  
Its: Manager



*Rhonda Hamby*

Witness Signature

RHONDA HAMBY

Witness Print

*Debbie Buehler*

Witness Signature

Debbie Buehler

Witness Print

*[Handwritten Signature]*

Witness Signature

[Handwritten Print]

Witness Print

*[Handwritten Signature]*

Witness Signature

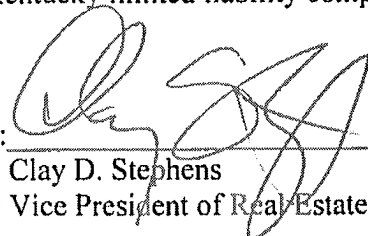
[Handwritten Print]

Witness Print

**TENANT:**

DolgenCorp, LLC.  
a Kentucky limited liability company

By: \_\_\_\_\_  
Clay D. Stephens  
Its: Vice President of Real Estate and Leasing



LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Missouri  
COUNTY OF Howell SS

On this the 10<sup>th</sup> day of April, 2017, before me, the undersigned, personally appeared Rod Hamborg who acknowledged himself/herself/themselves to be the manager of DGOG Winterset 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: \_\_\_\_\_

TAMMY LAIR  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Howell County  
My Commission Expires May 24, 2018  
Commission #14433580

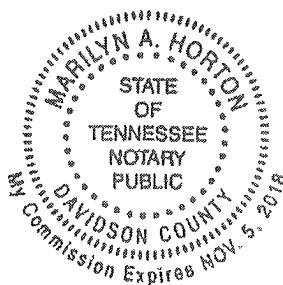
TENANT

STATE OF TENNESSEE     )  
  ) SS  
COUNTY OF DAVIDSON    )

On this the 5<sup>th</sup> day of April, 2017, before me, the undersigned officer, personally appeared Clay D. Stephens, Vice President of Real Estate and Leasing 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 and Leasing.

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

Marilyn A. Horton  
Marilyn A. Horton  
My Commission Expires: 11/5/18



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot One (1) of Casper First Addition to the City of Winterset, Madison County, Iowa.