

LEASE MODIFICATION AGREEMENT #3

RE: Dollar General Store #0509
WOODVILLE, TX

THIS LEASE MODIFICATION AGREEMENT #3 (the "Agreement"), entered into this ____ day of _____ 2020, by and between _____ as the _____ of the **COUNTY OF TYLER, TEXAS**, successor-in-interest (the "Landlord"), and **DOLGENCORP OF TEXAS, INC.**, a Kentucky corporation, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072 (the "Tenant").

WITNESSETH,

WHEREAS, the undersigned parties now being Landlord and Tenant respectively, under the terms of a lease dated January 3, 1996 (as amended from time to time, the "Lease") and pertaining to the Demised Premises located at 201 N. Charlton Street, City of Woodville, County of Tyler and State of Texas (the "Demised Premises"), do now desire to modify and amend such lease,

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **TERM.** The term of this Lease is extended for a period of five (5) years beginning October 1, 2020 and terminating on September 30, 2025 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
2. **OPTIONS.** Provided Lessee at the time notice is given shall not then be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Lessee shall be entitled to extend the term of this Lease for two (2) periods of five (5) years each (each an "Option Period"), upon the same terms and conditions as provided in the Lease except as specifically amended herein. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than ninety (90) days prior to the expiration of the Extended Term, or Option Period, if applicable. In the event Lessee does not exercise its right to renew this Lease, as set forth herein, all succeeding rights to extend the Lease shall terminate.
3. **RENT.** Notwithstanding anything to the contrary in the Lease, rent shall be payable as follows:
 - a) The rent during the Extended Term shall be in the amount of TWO THOUSAND SEVEN HUNDRED TWENTY-TWO and 50/100 dollars (\$2,722.50) per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

b) The during the First Option period (if exercised) shall be in the amount of TWO THOUSAND EIGHT HUNDRED FIFTY-EIGHT and 62/100 dollars (\$2,858.62) per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

c) The rent during the Second Option period (if exercised) shall be in the amount of THREE THOUSAND ONE and 55/100 dollars (\$3,001.55) per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.

4. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed and delivered electronically with such signatures being deemed original signatures for purposes of enforcement and construction of this Agreement.
5. **NOTICES.** All notices required under this Agreement shall be deemed to have been properly served if delivered in the manner set forth in the Lease, except that Tenant's address for receipt of notices shall hereinafter be Dolgencorp of Texas, Inc. 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Lease Administration).
6. **MISCELLANEOUS.** Landlord and Tenant agree that the Lease is, as of the date of this Agreement, in full force and effect, and all other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. All capitalized terms in this Agreement shall have the meaning assigned to them in the Lease, unless expressly modified herein.

(SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this _____ of _____
_____ 2020

Signed and acknowledged in
duplicate in presence of:

Witnesses for Landlord:

LANDLORD: COUNTY OF TYLER, TEXAS

Witness 1

By: _____
Name: _____
Its: _____
Date: _____

Print Name

Witness 2

Print Name

Witnesses for Tenant:

TENANT: DOLGENCORP OF TEXAS, INC.,
a Kentucky corporation

Witness 1

By: _____
Name: Melissa L. Heisse
Its: Sr. Director, Lease Administration
Date: _____

Print Name

Witness 2

Print Name

