

L-LMA
WOODVILLE, TX
STORE #0509

LEASE MODIFICATION AGREEMENT #3

RE: Dollar General Store #0509
WOODVILLE, TX

THIS LEASE MODIFICATION AGREEMENT #3 (the "Agreement"), entered into this 27th day of AUGUST 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 rent 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 13th of July 2020

Signed and acknowledged in duplicate in presence of:

Witnesses for Landlord:

LANDLORD: COUNTY OF TYLER, TEXAS

[Signature]
Witness 1

Dorece Gregory
Print Name

[Signature]
Witness 2

Mantia Nash
Print Name

Witnesses for Tenant:

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

[Signature]
Witness 1

Shelley McElowan
Print Name

[Signature]
Witness 2

Jabitha Hoffman
Print Name

By:
Name:
Its:
Date:

[Signature]
Jacqueline L. Blanchette
County Judge
7/14/20

By:
Name:
Its:
Date:

[Signature]
Melissa L. Heisse
Sr. Director, Lease Administration
8/27/2020

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LANDLORD'S ASSIGNMENT OF LEASES

Date: June 11, 2013

Assignor: DUNCAN-TWO, LTD.
1905 Columbine Dr.
Lufkin, Texas 75904

Assignee: COUNTY OF TYLER, TEXAS
Courthouse
100 West Bluff.
Woodville, Texas 75979

Lease:

Lease dated January 3, 1996, by and between, Duncan-Two, Ltd., successor in interest to Duncan Interests, Inc., and Dolgencorp, Inc., said Lease modified by Lease Modification Agreement #1 dated November 2, 2004, and further modified by Lease Modification Agreement #2 dated June 9, 2009, all covering the Premises set forth below.

Premises (including any improvements):

Portions of Block Twenty (20) of the City of Woodville, Tyler County, Texas, as reflected on the official Map or Plat of the City of Woodville of record in the Office of the County Clerk of Tyler County, Texas, reference to which Map or Plat is herein made for all pertinent purposes. Said City of Woodville being situated in the Josiah Wheat Survey, Abstract No. 657; commonly referred to as 201 North Charlton Street, City of Woodville, County of Tyler, Texas.

Assignor assigns to Assignee all of Assignor's rights, title, and interest in and to the Lease. Assignee agrees to assume Assignor's obligations under the Lease and to accept the premises in their present "AS IS" condition.

{signatures and acknowledgements to begin on the following page}

ASSIGNOR:

DUNCAN-TWO, LTD.

By: [Signature]
RUFUS H. DUNCAN, JR., sole manager of D2
GP, LLC, acting as the General Partner of
DUNCAN-TWO, LTD.

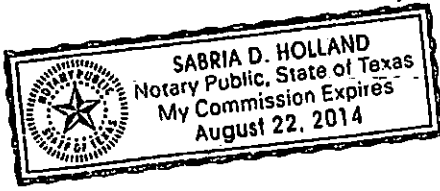
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF Angelina)

Before me, the undersigned Public Notary, on this day personally appeared RUFUS H. DUNCAN, JR., proved to me through Known to me (Identification document, e.g., driver's license or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that RUFUS H. DUNCAN, JR., sole manager of D2 GP, LLC, acting as the General Partner of DUNCAN-TWO, LTD., executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of June, 2013.

[Signature]
Notary Public, State of Texas
My commission expires: _____



ASSIGNEE:

COUNTY OF TYLER, TEXAS

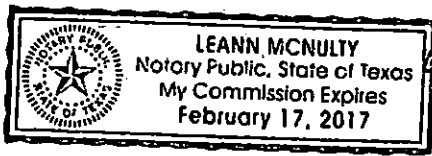
By: Jacques L. Blanchette
JACQUES L. BLANCHETTE, as County Judge for
the COUNTY OF TYLER, TEXAS

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF Tyler)

Before me, the undersigned Public Notary, on this day personally appeared JACQUES L. BLANCHETTE, proved to me through Driver's License (identification document, e.g., driver's license or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that JACQUES L. BLANCHETTE, as County Judge for the COUNTY OF TYLER, TEXAS, executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of June, 2013.



Leann McNulty
Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

COUNTY OF TYLER, TEXAS
Attn: Hon. Jacques L. Blanchette
Courthouse
100 West Bluff
Woodville, Texas 75979

PREPARED BY:

Thomas D. Fortenberry, Attorney at Law
318 West Dogwood St.
Woodville, Texas 75979
(409) 283-2811

SC-1

12/94

L E A S E

THIS LEASE, entered into this 3rd day of January 1996, by and between Duncan Interests, Inc., a TEXAS corporation, Lessor, and Dolgencorp of Texas, Inc., a Kentucky corporation, with its principal office and place of business in Scottsville, Kentucky, Lessee.

W I T N E S S E T H

I. PREMISES. Lessor represents and warrants that it owns lawful fee simple title to the Shopping Center Premises in which the demised premises are located and which are more particularly described as follows: See Exhibit "A" attached hereto and made a part hereof. Lessor hereby leases unto Lessee on the following terms and conditions a storeroom which is 10,230 square feet, inside dimensions (the "demised premises"), located in and a part of an unnamed Shopping Center, which entire Shopping Center is shown on the Plot Plan attached hereto as Exhibit "B" and made a part hereof, with the demised premises being outlined in red thereon together with each and every appurtenance thereto, which Shopping Center is located at 200 North Charlton Street, in the City of Woodville, County of Tyler, and State of Texas 75979.

II. TERM. The term of this Lease shall be from March 1, 1996 through February 28, 1999, unless sooner terminated as provided or permitted herein. Provided it shall not be in default hereunder, Lessee shall be entitled to extend the term of this Lease for two (2) successive periods of three (3) years each, upon the same terms and conditions as herein set forth, except as to term, and number of renewals. 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 original term, or of any renewal thereof. In the event Lessee does not give notice of exercising its right to renew this Lease, all succeeding renewals shall terminate. Lessee may use the demised premises for the retail sale of general merchandise of the type sold in other Dollar General® Stores.

III. RENT. The rental shall be two thousand and 00/100 (\$2,000.00) dollars per calendar month payable in advance on or before the first day of each month, without offset or demand, except as otherwise provided herein. The effective and binding date of this Lease shall be the date of execution, but that payment of the rent provided in this Lease shall commence on the earlier of:

- (A) That date on which Lessee's store in the demised premises is open for business to the public: or
- (B) That date forty-five (45) days after the Lessor has completed all work and renovation required to be performed by it as described in "Scope of Work", Exhibit "C", attached hereto and made a part hereof.

LESSOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLETE ALL OF ITS WORK AND RENOVATION OF THE DEMISED PREMISES AS DESCRIBED IN EXHIBIT "C" BY THE CLOSE OF BUSINESS ON FEB 23, 1996. IN THE EVENT LESSOR BREACHES THIS REPRESENTATION AND WARRANTY, LESSEE SHALL BE RELIEVED OF ITS RENT OBLIGATIONS FOR THE FIRST SIX (6) MONTHS OF OCCUPANCY OF THE DEMISED PREMISES IN ADDITION TO ALL OTHER LEGAL AND EQUITABLE REMEDIES AVAILABLE TO LESSEE.

IV. EXCLUSIVE USE COVENANT. Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any part of the Shopping Center premises for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, or Super Ten.

Should Lessee, or a subtenant or assignee of Lessee, intentionally cease to conduct business in the demised premises,

then this covenant shall terminate upon the date of cessation of the business. This covenant shall run with the lease.

Lessor acknowledges that in the event of any breach hereof Lessee's remedies at law would be inadequate and therefore, and in that event, Lessee shall be entitled to cancel this Lease or to relief by injunction, or otherwise, as Lessee may elect in its sole discretion. Lessee's remedies, in any event, shall be cumulative rather than exclusive.

V. COMMON AREA. The entire tract of land on which Lessor has constructed the Shopping Center is shown on the plot plan attached to and made a part hereof. Such plot plan designates the location and size of all buildings constructed, store sizes, parking area, which shall be sufficient for adequate parking of customer cars, customer parcel pickup facilities, and Lessee's delivery service areas. All that portion of the tract of land not covered by buildings is to be Common Area for the joint use of all tenants, customers, invitees, and employees. Lessor agrees that it will not erect a kiosk or any other structure which would reduce visibility, traffic flow, or access to the demised premises without the prior written consent of Lessee, which consent shall not be unreasonably withheld. Lessor agrees, at its own expense, to maintain all Common Area in good repair, to keep such area clean, to remove snow and ice therefrom, to keep such area lighted during hours of darkness when the demised premises are open for business and to keep the parking area properly striped to assist in the orderly parking of cars. Unless caused by the negligence of Lessee, its agents, employees, or contractors, any claims for damage to property and any claim arising from or out of the injury or death of any person while on the Common Area shall be the responsibility of Lessor, and Lessor agrees to carry comprehensive general liability insurance, with Lessee named as an additional insured on ACORD 27 form, on the Common Area, with a combined single limit for bodily injury and property damage in an amount sufficient to protect Lessor and Lessee, but in no event will such insurance be

in an amount less than a combined single limit of \$1,000,000.00 per occurrence.

VI. MAINTENANCE. Lessor represents and warrants that the demised premises and the entire Shopping Center: (1) are well built, properly constructed, structurally safe and sound; (2) during the term of this Lease and any renewals hereof, it will so maintain them; and, (3) the entire Common Area of the Shopping Center and the demised premises conform (or shall conform after notice from the appropriate governing authority) to all applicable requirements of the Americans with Disabilities Act of 1990, as amended, Pub. L 101-336, 42 U.S.C. 12101 et seq., and the administrative regulations promulgated thereunder. Lessor shall maintain at its cost and expense in good condition and shall perform all necessary maintenance, repair, and replacement to the exterior of the demised premises including, but not limited to, the roof, all paved areas, foundation, structural floors, exterior and load-bearing walls, all exterior utility lines and pipes, and all other structural portions of the building during the term of this Lease and any renewal periods. Lessee assumes liability for damage to plate glass windows and doors. Lessee shall maintain the interior of the demised premises during the term of this Lease and any renewal periods and shall return the building to Lessor thereafter in its same condition, ordinary wear and tear excepted. Lessor has the right and responsibility to enter the demised premises periodically, at any reasonable time, to inspect the condition of the demised premises and to make repairs. All repairs, restorations, or payments which are obligations of Lessor, shall be completed or made within a reasonable time. Should Lessor neglect or refuse to make or commence such repairs, restorations, or payments within thirty (30) days after notice has been given by Lessee (no notice is required, however, in emergency situations when property loss or injury to persons is threatened), Lessee, without liability or forfeiture of its term or terms herein, may make or perform such construction, repairs, restorations, maintenance, cleaning, or payments, and deduct the cost thereof and

the cost of damage to Lessee's property from the rent or other monies thereafter payable. Any such deductions shall not constitute a default by Lessee unless Lessee shall fail to pay the amount of such deduction to Lessor within thirty (30) days after a final adjudication by a court of competent jurisdiction that such amount is owing to Lessor. Any repairs or other work done by Lessor shall be performed so as to cause the least interference possible with Lessee's operation.

VII. FIXTURES AND EQUIPMENT. Lessor shall at all times furnish heating, lighting, plumbing, and air conditioning equipment in the demised premises and shall be responsible for the entire cost of major repairs and replacement of all such equipment. Lessee shall be responsible for the entire cost of minor repairs and routine maintenance. Minor repairs are defined as any repairs costing less than \$500.00 per occurrence, and major repairs are defined as any repairs costing \$500.00 or more per occurrence. Lessee shall at all times have the right to remove any fixture or item of equipment installed by it in the demised premises, provided, however, that it repairs any damage which may be caused by such removal. Lessor warrants to Lessee that upon acceptance of the demised premises, the condition of the demised premises will be in good order, and that all plumbing and sewage facilities, all mechanical equipment, including but not limited to, air conditioning, heating, and sprinkler system, if any, will be operative and mechanically sound. Lessor will, at its cost and expense, supply any apparatus, appliance, or material and will cause work to be done in and about the demised premises which may be required or ordered by any lawful authority, unless required as a result of Lessee's specific use of the demised premises.

VIII. ENTRANCES. Lessee shall have unrestricted use and access to all entrances, passways, and delivery lanes to the demised premises and easements adjacent thereto.

IX. UTILITIES. Lessee shall pay for all utilities furnished to the demised premises during the term of this Lease and any renewal periods thereof.

X. TAXES AND ASSESSMENTS. Lessor shall pay at its cost and expense all taxes, assessments (including special assessments), and charges of a similar nature which may be levied by any governmental entity with respect to the demised premises. Lessee shall pay at its cost and expense all personal property taxes and assessments which may be levied by any governmental entity with respect to Lessee's merchandise inventory, trade fixtures, or business operation.

XI. ASSIGNMENT AND SUBLETTING. Lessee may not assign or sublet the whole or any part of the demised premises without the prior written consent of the Lessor. Lessor covenants that its consent shall not be unreasonably withheld. Following any subletting or assignment the Lessee shall not be relieved from any of the terms and conditions of this Lease. After such subletting or assignment, the word Lessee as used herein shall also mean any such subtenant or assignee. Lessee shall, however, have the right, without Lessor's consent, to enter into an Assignment of this Lease or a Sublease of the demised premises to the parent corporation of Lessee, any subsidiary corporation of Lessee or Lessee's parent corporation, any corporation succeeding to substantially all of the assets of Lessee as a result of a consolidation or merger, or a corporation to which a portion of the assets of Lessee have been sold; provided, however, that the other corporation shall assume in writing Lessee's obligations hereunder.

XII. SIGNS. Lessor agrees that it will permit Lessee to place its standard internally illuminated 5' x 40' box sign as shown on Exhibit "D" attached hereto and made a part hereof, on the exterior of the demised premises. In the event Lessor erects a pylon or free standing tower sign to advertise tenants in the Shopping Center, Lessor agrees that Lessee shall be permitted to install its sign face in a style and color consistent with its standard signs. Lessee agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations, if any.

XIII. LESSEE'S INSURANCE. At all times Lessee occupies the demised premises, Lessee shall, at its sole cost, carry and maintain comprehensive general liability insurance insuring Lessee against claims for injury, wrongful death, or property damage occurring in the demised premises with combined minimum policy limits of-\$1,000,000.00 per occurrence. Lessor shall be named as an additional insured under Lessee's insurance subject to the provisions of this Lease. Lessee may provide the insurance herein required in any blanket policy or policies which it carries. Upon written request, Lessee shall provide Lessor with a photocopy of the certificate of insurance as evidence of such coverage. All policies shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving Lessor thirty (30) days prior written notice.

XIV. DAMAGE TO BUILDING. If all or any portion of the demised premises shall be condemned by lawful authority as unsafe or unfit for use, or if they become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenable, this Lease shall, at the option of either party, terminate unless the demised premises can be repaired or restored within sixty (60) days. During any such reconstruction period the Lease shall be continued but the rent shall be abated during the period of time while the demised premises cannot be occupied. Any rental paid in advance and at the time unearned shall be refunded. Should the demised premises be damaged but remain tenantable, Lessor shall immediately repair the damage, and there shall be an equitable abatement of rent during the period of repair or restoration.

XV. CONDEMNATION. In the event the demised premises or any portion thereof are taken in condemnation proceedings, Lessee may cancel the Lease without further liability on the part of Lessee. In the event any part of the buildings of the Shopping Center, or Common Area, or rights-of-way adjoining, or approaches to the Shopping Center are taken in condemnation proceedings so that in the reasonable judgment of Lessee the demised premises remaining would be unsatisfactory for Lessee's business operation, Lessee may

cancel this Lease, or, at its option, retain the demised premises, in which event Lessor will restore the entire remaining Shopping Center to proper tenantable condition forthwith. Until the Shopping Center and the demised premises are restored to proper tenantable condition, rental shall totally abate. Thereafter, rental shall be reduced in proportion to the amount of land and building area lost, or if Lessee shall elect, in proportion to the effect of the loss of such area on Lessee's business. For the purpose of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation of or in lieu of condemnation proceedings. Nothing herein contained shall constitute a waiver of Lessee's right to damages for compensation.

XVI. DEFAULT. 1. **LESSEE'S DEFAULT.** A. If Lessee defaults in the performance of any obligation under this Lease, Lessor may give notice to Lessee specifying the nature of the default. If Lessee does not, within thirty (30) days after receipt of the notice, cure the default, other than a default in the payment of rent or other charges, or, if the default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and Lessee does not commence and proceed with reasonable diligence and in good faith to cure the default, then after the expiration of the thirty (30) day period (or longer period for certain defaults) Lessor shall have the right to seek damages or an injunction. If Lessee does not, within fifteen (15) days after receipt of the notice, cure a default in the payment of rent or other charges, then after the expiration of the fifteen (15) day period Lessor shall give a second notice to Lessee, and if Lessee does not, within five (5) days after receipt of the second notice, cure the default, then after the expiration of the second five (5) day period Lessor may exercise any or all remedies available at law or equity as to the default and/or serve notice of termination upon Lessee, but only during the continuance of the default, stating the date of termination, which shall be at least thirty (30) days after the date on which the notice of termination is received by Lessee, and upon the date specified in the notice this Lease and the term

hereof shall cease and expire (provided the default shall not have been cured by that date) and Lessee shall then quit and surrender the demised premises, but Lessee shall remain liable as hereinafter provided.

B. If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (1) a receiver, trustee or liquidator of Lessee, or of all or substantially all of the assets of Lessee, shall be appointed, or (2) Lessee shall be adjudicated a bankrupt or insolvent, or (3) a petition seeking reorganization of Lessee or an arrangement with creditors or to take advantage of any insolvency law shall be approved, and as a result of the happening of any contingencies, the obligation of Lessee to pay any rent shall be modified or abrogated, Lessor may serve notice of termination of this Lease upon Lessee, stating the date of termination, which date of termination shall be at least ten (10) days after the date on which the notice is served, and upon the date specified in the notice this Lease and the term hereof shall cease and expire, and Lessee shall then quit and surrender the demised premises, but Lessee shall remain liable as hereinafter provided.

C. If this Lease and the term hereof shall cease and expire pursuant to Paragraph A or Paragraph B of this Lease Section, Lessor may dispossess or remove Lessee or any other occupant of the demised premises by summary proceedings or otherwise, remove their effects and hold the demised premises as if this Lease had not been made, except that after the dispossession or removal, (1) the fixed monthly rent and other charges shall be paid up to the date of the dispossession or removal, (2) Lessor may relet the demised premises or any part or parts thereof in the name of Lessor for a term or terms which may, at the option of Lessor, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and (3) Lessee shall pay to Lessor, as liquidated damages, any deficiency between the fixed monthly rent

and other charges due hereunder and the amount, if any, of the rents collected on account of the new lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (not including any Extension Periods the commencement of which shall not have occurred prior to the dispossession or removal). In computing liquidated damages, there shall be added to the deficiency the expenses which Lessor incurs in connection with reletting the demised premises, for reasonable attorneys' fees, reasonable brokerage fees and for keeping the demised premises in good order for reletting (but not renovation costs). The liquidated damages shall be paid by Lessee in monthly installments on the dates specified in this Lease for payment of fixed monthly rent, and any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month or months by a similar proceeding. Lessor shall not be liable for failure to re-let, for failure to collect the rent under the re-letting, unless Lessor shall not have used reasonable efforts to promptly re-let the demised premises for the reasonable rental value thereof and to collect the rent under the re-letting.

2. LESSOR'S DEFAULT. A. If Lessor shall be in default hereunder, Lessee, after thirty (30) days notice that Lessee intends to cure the default (or without notice if in Lessee's reasonable judgment an emergency shall exist) shall have the right, but not the obligation, to cure the default, and Lessor shall pay to Lessee upon demand the reasonable cost thereof, and Lessee may deduct same from any payments for rent or additional rent. Except when in Lessee's reasonable judgment an emergency shall exist, Lessee shall not commence to cure any default of a nature that it could not reasonably be cured within a period of thirty (30) days, provided Lessor shall have commenced to cure the default within the cure period and so long as Lessor proceeds with reasonable diligence and in good faith to cure the default.

B. If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (1) a receiver, trustee or liquidator of Lessor, or of all or substantially all of the assets of Lessor, shall be appointed, or (2) Lessor shall be adjudicated a bankrupt or insolvent, or (3) a petition seeking reorganization of Lessor or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved, and upon the happening of any of these contingencies, the trustee of Lessor shall fail to assume affirmatively this Lease or any covenant therein within the statutory period allotted therefor, or if this Lease be deemed rejected after an order is entered directing that a trustee be not appointed, and as a result of the happening of any of these contingencies, the fixed monthly rent or other charges herein reserved, or the Lessee's rights or obligations hereunder, or the Lessor's obligations hereunder shall be modified or abrogated, then Lessee shall have the right, at its option, to terminate this Lease, by the service upon Lessor and the Trustee (if appointed) of a notice of termination of this Lease, stating the date of termination which date shall be at least thirty (30) days after the date on which the notice is served, and upon the date specified in the notice this Lease and the term hereof shall automatically cease and expire, and Lessee shall then quit and surrender the demised premises, but Lessee shall be entitled to a refund of any fixed monthly rent or other charges paid in advance for any period beyond the date of termination and to assert any claim it may have for the loss of its leasehold.

XVII. HOLDING OVER. Any holding over by Lessee beyond the original term of this Lease or any renewal period thereof shall be on the same terms and conditions as contained herein, and shall be a periodic tenancy terminable by either party upon thirty (30) days prior written notice to the other party.

XVIII. MUTUAL RELEASE. Except as otherwise provided herein, Lessee hereby releases Lessor from all liability resulting from loss or damage caused by fire or other hazards to Lessee's contents in the demised premises even if such fire or other hazards shall be

brought about by the negligent act or omission of the Lessor, its agents, or employees. Lessor hereby releases the Lessee from any and all liability for any loss or damage caused by fire or other hazards to the demised premises even if such fire or other casualty shall be brought about by the negligent act or omission of the Lessee, its agents, or employees. Lessor and Lessee agree that all insurance policies shall include a clause waiving rights of subrogation against the other.

XIX. QUIET POSSESSION. Lessor covenants that it will put Lessee into complete and exclusive possession of the demised premises, free from all orders, restrictions and notices of any public or quasi-public authority, and that if Lessee shall pay the rental and perform all the covenants and provisions of this Lease to be performed by Lessee, the Lessee shall during the term demised and any renewal periods, freely, peaceably and quietly occupy and enjoy the full possession of the demised premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance. If at any time during the term demised the title of the Lessor shall fail or for any reason it shall appear that Lessor is unable to make this Lease for the term or on the conditions set forth, the Lessee shall, in addition to all remedies available at law or in equity, have the right at Lessor's expense to correct any default or terminate this Lease.

XX. RENT PAYMENT. Make rent checks payable to Duncan Interests, Inc., and mail them to the following address: 1425 Turtle Creek, Lufkin, Texas 75904, Tax ID #75-17238999.

XXI. ENTIRE AGREEMENT. This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, express or implied, except as contained herein. No statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease.

XXII. LESSEE'S BUSINESS OPERATION. Lessor and Lessee agree that nothing in this Lease shall be construed to imply that Lessee is required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the number of hours per day or week that Lessee may operate in the demised premises, or as creating an implied or expressed obligation upon Lessee to continuously occupy or operate a business in the demised premises. If Lessee intentionally closes its business operation in the demised premises to the public for at least thirty (30) consecutive days, Lessor shall have the right to terminate this Lease within sixty (60) days thereafter by giving thirty (30) days prior written notice to Lessee.

XXIII. HOLD HARMLESS. Lessor agrees to hold Lessee harmless from any and all claims which may arise from, on, in or about the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the demised premises, equipment, fixtures, or appurtenances required by law or the terms hereof to be maintained by Lessor. Lessee agrees to hold Lessor harmless from any and all claims which may arise in the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the demised premises, equipment, fixtures, or appurtenances required by law or the terms hereof to be maintained by Lessee.

XXIV. CAPTIONS. All captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

XXV. NOTICES. All notices required under this Lease shall be deemed to have been properly served if delivered in writing personally or by registered or certified mail to Lessor, Duncan Interests, Inc., 1425 Turtle Creek, Lufkin, Texas 75904, or such other place or places as it may designate in writing from time to time, or to Lessee at Dolgencorp, Inc., 427 Beech Street, Scottsville, Kentucky 42164, (Attention: Director of Real Estate). Date of service of a notice served by mail shall be the date on

which such notice is deposited in a post office of the United States Post Office Department. Final execution and delivery of this Lease is in the Commonwealth of Kentucky and shall be construed in accordance with the laws of the State of Texas.

XXVI. BINDING EFFECT. This Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

XXVII. COMPLIANCE WITH LAWS. Lessor shall, at Lessor's sole cost and expense, comply with all codes and requirements of all county, municipal, state and federal laws and regulations, now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the Shopping Center or the demised premises, including without limitations laws and regulations pertaining to disabled persons, asbestos, radon and hazardous substances. Lessee shall, at Lessee's sole cost and expense, comply with all codes and requirements of all county, municipal, state and federal laws and regulations, now in force, or which may hereafter be in force, which pertain to Lessee's specific use of the demised premises.

XXVIII. SPECIAL STIPULATIONS.

a. **Scope of Work.** See Exhibit "C" attached hereto and made a part hereof.

b. **Estoppel Certificates.** Upon the reasonable request of either party, Lessor and Lessee agree to execute and deliver to the other within ten (10) days after receipt of the request, a written instrument, (a) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications; (b) stating that the fixed monthly rent has not been paid more than thirty (30) days in advance, or if so, the date to which it has been paid; (c) stating whether or not, to the knowledge of the party executing the instrument, the other party hereto is in default and, if the party is in default, stating the nature of the default; and (d) stating the date of this Lease.

c. **Subordination, Non-Disturbance, and Attornment.** Lessee agrees that this Lease shall, at Lessor's request, be subject and subordinate to any first mortgage or deed of trust hereafter placed upon the Shopping Center upon the condition that the mortgagee or holder of a deed of trust provide Lessee with an acceptable Non-Disturbance Agreement in a form satisfactory to Lessee with respect to the mortgage or deed of trust.

The Non-Disturbance Agreement shall be an agreement in recordable form between Lessee, Lessor, and the holder of the mortgage or deed of trust, binding on the holder and on future holders, and shall

provide, among other things, that, so long as this Lease shall be in full force and effect: (a) all condemnation awards and proceeds of Lessor's fire and extended casualty insurance shall be applied or paid in the manner set forth in this Lease; (b) neither the holder or any other holder of a mortgage or deed of trust encumbering the Shopping Center shall name or join Lessee as a party-defendant or otherwise in any suit, action or proceeding to enforce the mortgage or deed of trust, nor will this Lease be terminated (except as permitted by the provisions of the Lease) or otherwise affect the possession of the demised premises by Lessee by the enforcement of any rights given to the mortgagee or holder of the deed of trust.

d. Invalidity of Certain Provisions. If any provisions of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected and every other provision of this Lease shall be enforceable to the fullest extent permitted by law.

e. No Waiver. The failure of the Lessor or Lessee to insist upon the strict performance of any provisions of this Lease, or the failure of Lessor or Lessee to exercise any right, option or remedy contained in this Lease shall not be construed as a waiver for the future of any such provision, right, option, or remedy, or as a waiver of any subsequent breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

f. Mechanics Liens. Lessee shall not allow, and Lessor shall not be responsible for any mechanics liens filed against the demised premises or Shopping Center arising from work performed, or materials supplied to the demised premises or Shopping Center by Lessee or Lessee's agents, employees, contractors, subcontractors or materialmen. Lessee agrees to fully indemnify and hold harmless Lessor from and against any such claims and liens and Lessee shall immediately pay and discharge the same.

g. Force Majeure. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor or materials, Act of God, governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the length of the event.

h. Alterations. Lessee shall not make any structural alterations or additions to the demised premises without first obtaining the Lessor's written consent. At the expiration of the Lease, Lessee shall remove all non-structural alterations which were made in the demised premises by the Lessee and which are designated by Lessor for removal. Lessor shall notify Lessee in writing at least thirty (30) days prior to the end of the term or any extensions of this Lease of the alterations, if any, it designates for removal. Lessee shall repair any damage caused by removal of the alterations.

i. Percentage Clause. Lessee agrees to pay to Lessor a sum of money equal to 3% of its sales in excess of \$800,000.00, hereinafter called the minimum sales base, made from the demised premises during each lease year. A report of sales made from the demised premises shall be given to Lessor by Lessee within sixty

(60) days after the close of the preceding lease year, and if sales disclosed thereby are sufficient to require a payment hereunder, payment shall accompany the report. For the purpose of this paragraph "sales" shall not include rebates; refunds; allowances to customers; sales taxes imposed by any governmental authority; cash discounts; discounts to customers; discount sales to employees; cost of trading stamps; or any excise tax. Receipts from sales of money orders, lottery tickets, vending machines and similar receipts shall be included in sales only to the extent that any commission, fee or share of receipts related thereto, is received or retained by Lessee. The words "lease year" shall mean a period of twelve (12) successive months. The first lease year shall begin on the commencement date of this Lease, provided, however, that it shall include any period of time preceding the defined lease year during which Lessee is open for business prior to the commencement date, and, further provided, that the minimum sales base shall be increased pro rata for any such additional period, but shall not be decreased should Lessee open for business after the commencement date.

In the event the premises are ever occupied under a month-to-month tenancy, the percentage payment hereunder shall either be calculated on an annual basis if the premises are occupied for a full year, or, if not occupied for a full year, shall be calculated on the basis of a pro rata portion of the minimum sales base above stated corresponding to the proportionate part of the year during which rent is paid for the premises by Lessee. Payment in such case shall be made within sixty (60) days after the end of any such tenancy or other earlier termination of such tenancy.

Lessee shall at no time be liable for any percentage payments except those specified herein resulting from actual sales (as defined herein) by Lessee.


j. **Right to Audit.** Lessor and Lessee agree to keep their records in accordance with generally accepted accounting principles. Within one (1) year of the issuance of any statement under this Lease, the parties or their authorized representatives may, at any reasonable time, upon seven (7) days prior written notice to the other, have the right to audit the other party's business records relating to any statement issued by one party to the other for the period covered by the statement. In the event the audit discloses an underpayment or overbilling of more than five percent (5%), the party conducting the audit shall be reimbursed for the cost of the audit by the audited party. In addition, the amount of underpayment or overbilling disclosed by an audit shall be paid by the audited party to the auditing party.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year first above written.

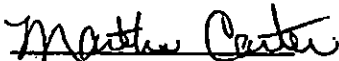
Witness for Lessor:




LESSOR: DUNCAN INTERESTS, INC.

BY: 
PRESIDENT

Witness for Lessee:



LESSEE: DOLGENCORP OF TEXAS, INC.

BY: 
Tom Holsted
Director of Real Estate

LESSOR AS INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS

On this the ___ day of _____, 19___, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

LESSOR AS PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS

On this the ___ day of _____, 19___, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledges himself/herself/themselves to be the partner of _____, a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Ronald Berry Nyda
My Commission Expires July 6, 1997

SCOPE OF WORK...Woodville, TX
EXHIBIT "C"

Lessor shall, at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Certify that the HVAC is in good working condition, complete including ductwork and connections, dedicated to the demised premises only, and in compliance with all applicable codes.
2. Certify that the electrical service is in good working condition, a minimum of 200 amps with a panel box in the stockroom with power distribution and junction boxes in place, dedicated to the demised premises only, and in compliance with all applicable codes.
3. Construct a new restroom in the stockroom area in compliance with all codes including ADA requirements.
4. Replace damaged or missing ceiling tile.
5. Install store front plate glass across the front of the demised premises providing the front as entire glass.
6. Install (2) double doors, centered in storefront.
7. Remove the existing floor tile from the demised premises.
8. Construct a 153' standard sheetrock wall, finished on one side, from front to rear, on the pole line, 65' north of the brick wall.
9. Fill in open trenches in the floor and provide floor level throughout the space.
10. Remove the walk-in coolers from the stockroom area.
11. Cap off all electrical and plumbing outlets on the floor.
12. Remove the furr down from the stockroom wall.
13. Cut in and install a metal clad receiving door on the south wall at the rear of the building in the stockroom, complete with security bar.
14. Stripe the parking lot.
15. Remove all fixtures and debris from the demised premises.

Lessee shall, at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

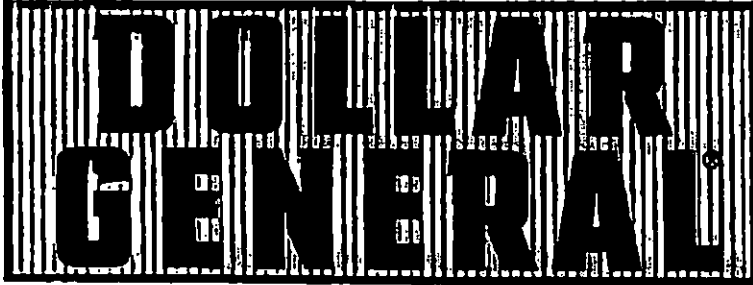
1. Provide and install (46) additional 8' two-tube light fixtures and lower all lights (142) to 9' above the floor.
2. Paint interior walls and poles light beige.
3. Provide and install floor tile in the sales area (7,995).
4. Provide and install (3) Emergency Exit lights (2 in the sales area and 1 in the stockroom).
5. Install a new burglar bar on the receiving door in the stockroom.
6. Provide and install standard 5' x 40' internally illuminated Dollar General® box sign; and, provide and install standard 6' x 16' pylon/pole sign.

All work performed by Lessor and Lessee shall be in compliance with all applicable building and fire code requirements. Lessor shall also make any renovations and alterations necessary to cause the demised premises to conform to the public accommodations provisions of the Americans with Disabilities Act (ADA) of 1990 (Pub.L 101-336). Lessor's and Lessee's renovations and alterations shall be performed in a good, workmanlike manner. All materials used by Lessor and Lessee shall be of at least standard grade, commercial quality.

DOLLAR GENERAL STANDARD LOCATION PROPOSAL (1995 GRAPHICS)

SCALE: 1/4 INCH = 1 FOOT

- COLORS:
- BLACK LETTERS
- YELLOW STA-TUFF XV-3 6200 or SPRAYLAT LACRYL 814
- 2 INCH STA-TUFF MOLDING, RED



6 FEET x 16 FEET 1 INCH

- 6 FEET x 16 FEET 1 INCH DOUBLE FACE - CENTER POLE SIGN
- FACES: CORRUGATED YELLOW STA-TUFF with FORMED BLACK ACRYLIC LETTERS
- CABINET: EXTRUDED ALUMINUM PAINTED SPECIAL RED COLOR



1 FOOT x 4 FEET

- 1 FOOT x 4 FEET DOUBLE FACE - UNDER CANOP
- FACES: SOLAR GRADE LEXAN
- CABINET: EXTRUDED ALUMINI



5 FEET x 40 FEET

- 5 FEET x 40 FEET SINGLE FACE - WALL MOUNT SIGN
- FACE: CORRUGATED YELLOW STA-TUFF with FORMED BLACK ACRYLIC LETTERS
- CABINET: EXTRUDED ALUMINUM PAINTED SPECIAL RED COLOR



Dualite Sales & Service, Inc.

95 LOGO for DOLLAR GENERAL STORES • JANUARY 11th 1995 © • FILE# 95-1-81DGS-GSP

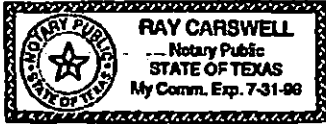
LESSOR AS CORPORATION

STATE OF Texas)
COUNTY OF Angelina) SS

On this the 5th day of January, 1995, before me, Ray Carswell, the undersigned officer, personally appeared R. H. Duncan, who acknowledged himself to be the President of Duncan Interests, Inc., a corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Ray Carswell



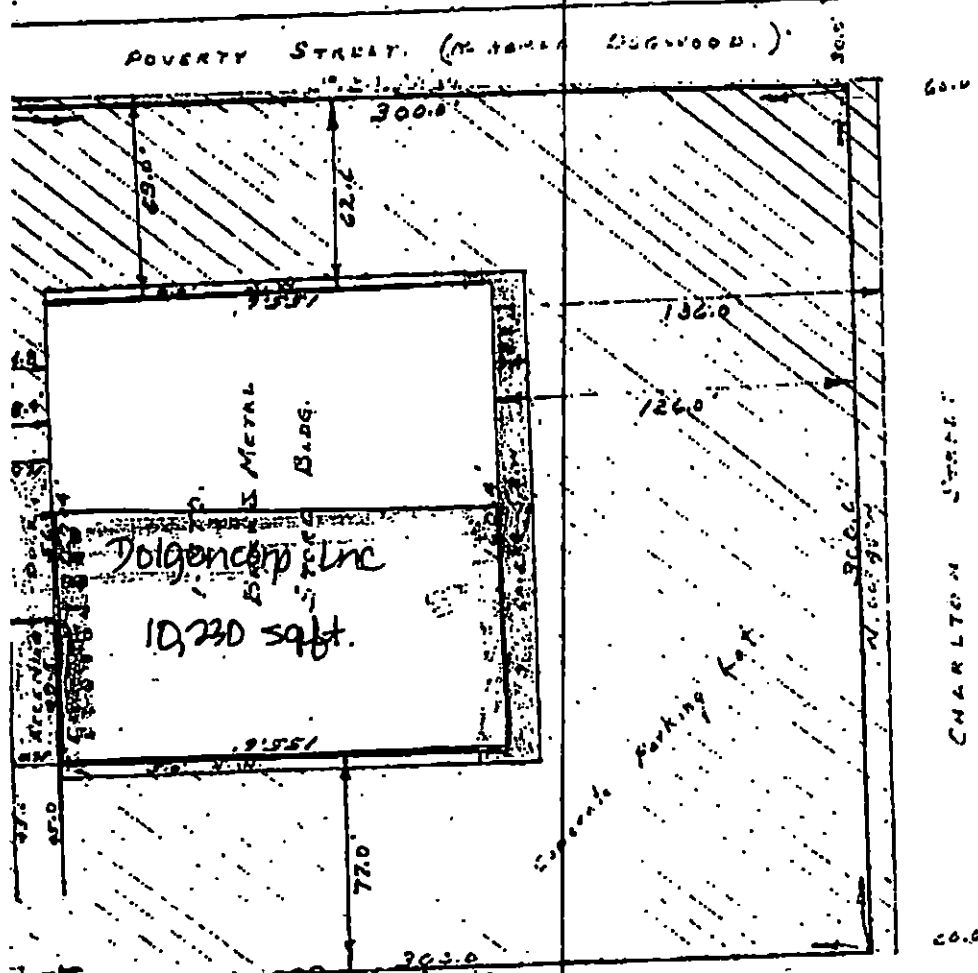
LESSEE

COMMONWEALTH OF KENTUCKY)
COUNTY OF ALLEN) SS

On this the 9th day of January, 1996, before me, Tom Holsted, the undersigned officer, personally appeared Tom Holsted, Director of Real Estate, 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 corporation by himself as Director of Real Estate.

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

Tom Holsted
My Commission Expires July 6, 1997



Plot Plan attached to Lease
 Dated as of 12/96
 Between Duncan Interests, Inc, as Lessor,
 and Dolgencorp, Inc., as Lessee.

STATE OF TEXAS :
 COUNTY OF TYLER:

I, T. B. Barclay, Registered Public Surveyor, do hereby certify that the above tract of land, known as BLOCK 20 in Townsite of Woodville, Texas, was surveyed on the ground by me according to Map or Plat of Record in Volume 88, page 258 A of Deed Records of Tyler County, Texas, showing all improvements thereon.

There were no visible encroachments on the property at the time of the survey as indicated in the foregoing plat.

Surveyed February 20, 1975

T. B. Barclay
 T. B. Barclay

Registered Public Surveyor
 Reg. No. 108

THIS SHOPPING CENTER HAS A
 GROSS LEASEABLE AREA OF
10,230 SQUARE FEET.
 LESSOR'S INITIALS AK

Exhibits "A" & "B"

DOLLAR GENERAL STORE #509
201 NORTH CHARLESTON ST.
WOODVILLE, TX

LEASE EXPIRES	2-28-02
OPTIONS	1-3
NOTICE	10-31-01
RENT	\$2000.00
EXCESS RENTAL	3* 800,000
LANDLORD	DUNCAN INTERESTS, INC. 1425 TURTLE CREEK LUFKIN, TX 75904

EXOPT

DATE AND INITIAL 1-4-99 DM
