

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: B

License Number:
125766



Office Use Only
NEW / REPLACING _____ TOP Yes / No
Hot List Yes No Initial: Huy

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Family Dollar, LLC.

TRADE (DBA) NAME Family Dollar Store #23089

PREVIOUS TRADE (DBA) NAME n/a

CONTACT NAME AND PHONE NUMBER 757-321-5493

CONTACT EMAIL ADDRESS evalarino@decisions-consulting.com

<p><u>Office Use Only</u> PAYMENT TYPE <u>PayPort</u> AMOUNT <u>\$400</u> RCPT RECEIVED: <u>5.15.2023</u> DATE DEPOSITED _____</p>	<p><u>Huy</u>  2400000082</p>
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DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Jonathan Crumly(Agent) Phone Number 470-763-7844

Firm Name Decisions Consulting

Email address evalarino@decisions-consulting.com

Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) Family Dollar Store #23089

Street Address 500 N Jackson St

City Lexington County Dawson - 190 Zip Code 68850 - 2100

Premises Telephone number 308-217-5007

Business e-mail address ab-licensing@dollartree.com

Is this location inside the city/village corporate limits YES NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Family Dollar, Inc.

Street Address Attn: Alcohol/Tobacco Team (8th Floor) 500 Volvo Pkwy

City Chesapeake State VA Zip Code 23320 - 1604

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 103'11.5" x width 79'10.5" in feet

Is there a basement? Yes No If yes, length _____ x width _____ in feet

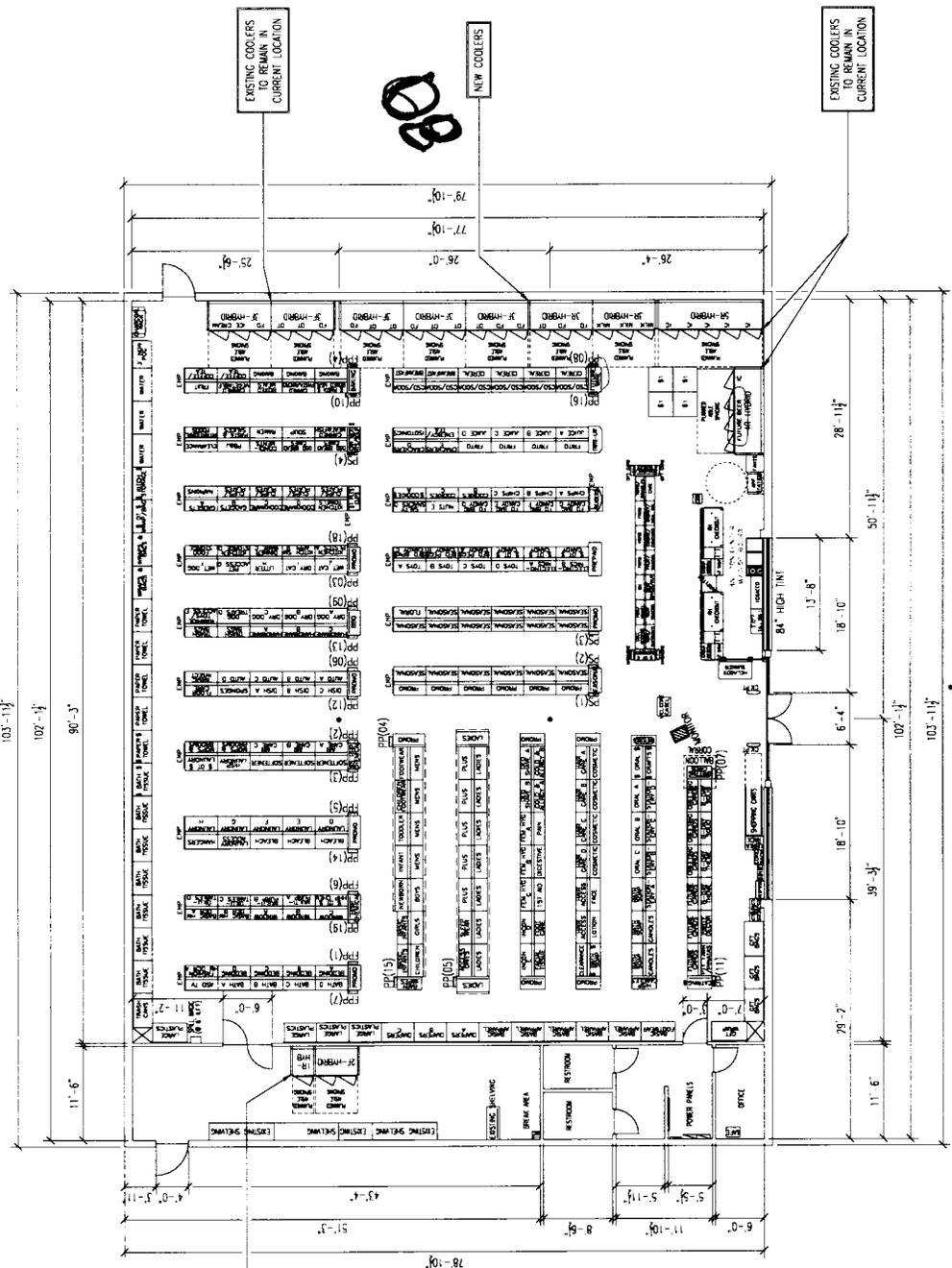
Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

see attached floor plan *One story Building Approx 104 x 80*



- E/C PROJECT NOTES:**
- PARTIAL REPLACEMENT OF LINUP WITH (2)34-47(3)5-H ELECTRICAL RECEPTACLES WHERE REFERRED. SEE REVISION CLOUDS ON PLANS.
 - NOTE SELECT STORES WILL RECEIVE PROPANE & INTERIOR CE.
 - PM: ELEX APPAREL SECTIONS IN BETWEEN CATEGORIES.
 - STORE WILL NOT RECEIVE FEESA.
 - COOLERS ARE 4" OFF THE WALL. DUP TO ELECTRICAL REQUIREMENTS.

REVISIONS	DESCRIPTION	DATE

MERCHANDISE PLAN

SENIOR PROJECT SUPERVISOR:
 500 VOLVO HWY 1, CHESTERVALE VA 23209
 CONFIDENTIAL - FAMILY DOLLAR USE ONLY
 PLEASE CHECK THE PROGRAM KIT FOR ANY FLOOR REVISIONS. ANY REVISIONS CONCERNING FEATURES, NO./OR QUANTITIES PLEASE EMAIL: PMSISSUE@FAMILYDOLLAR.COM

DATE	10/21/2020
PROJECT MANAGER	N/A
DRAWN BY	R.BENTZ

SECTION COUNT	295
RISK CLASS	1
AGS CLASS	XXX
CEILING HEIGHT	15'-4"
HISPANIC	HIGH
AA	LOW
HAIR CARE	LOW
EXTERIOR SQ FT	7024
SEE BASE	SEE BASE CAD
SEE BASE	SEE BASE CAD

TOTAL INTERIOR SQ FT	7,647
START DATE	X/M/2020
FORMAT	RURAL HZ
LOCATION	LEXINGTON, NE

STORE PROJECT NUMBER	3089
PROJECT NUMBER	23089

STORE PROJECT NUMBER	3089
PROJECT NUMBER	23089

KNEE WALL @ 3'-4" AFF. CLASS TO 7'-2" ABOVE KNEE WALL

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
n/a				

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES _____ NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES _____ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES _____ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES _____ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

n/a

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

_____ YES _____ NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Bank of America, Mike Witynski - CEO, Dollar Tree

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Family Dollar holds many license (See attached)

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad A. Thomas	12/2021	TIPS (See attached Certification)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Chad A. Thomas/District Manager	Current	Family Dollar - NE

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

x Lease expiration date 12/31/2027 (with five remaining extended terms of five years each)

 Deed

 Purchase Agreement

14. When do you intend to open for business? already open

15. What will be the main nature of business? Retail/Grocery Variety Store

16. What are the anticipated hours of operation? Monday-Sunday 8am-10pm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Peter Barnett 329 Cavalier Dr, Virginia Beach, VA 23451	05/2019	Present	Yvonne Barnett 329 Cavalier Dr, Virginia Beach, VA 23451	05/2019	Present
Peter Barnett 329 Cavalier Dr, Virginia Beach, VA 23451	08/2018	05/2019	Yvonne Barnett 329 Cavalier Dr, Virginia Beach, VA 23451	08/2018	05/2019
Peter Barnett 314 Cawdor Crossing, Chesapeake, VA 23322	10/2013	08/2018	Yvonne Barnett 314 Cawdor Crossing, Chesapeake, VA 23322	10/2013	08/2018

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of APPLICANT

Peter A. Barnett

Printed Name of APPLICANT



Signature of SPOUSE

Yvonne I. Barnett

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

Nebraska Secretary of State

FAMILY DOLLAR STORES, LLC

Wed Aug 23 07:57:59 2023

SOS Account Number

2308309845

Status

Active

Principal Office Address

500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Registered Agent and Office Address

CSC-LAWYERS INCORPORATING SERVICE COMPANY
233 SOUTH 13TH STREET
SUITE 1900
LINCOLN, NE 68508-0000

Nature of Business

HOLDING COMPANY

Entity Type

Foreign LLC
Qualifying State: DE

Date Filed

Aug 22 2023

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for FAMILY DOLLAR STORES, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Certificate of Authority	Aug 22 2023	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

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**CONTROLLING CORPORATION
INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use	RECEIVED
	AUG 08 2023
	Nebraska Liquor Control Commission

Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126

Name and address of the controlling corporation of the applying corporation

Controlling Corporation Name: Family Dollar Stores, LLC
Controlling Corporation Address: Attn: Alcohol/Tobacco Team(8th Floor) 500 Volvo Pkwy
City: Chesapeake State: VA Zip Code: 23320

Provide the names of the top four officer/members of the controlling corporation

1. Full Name: Michael Witynski
Job Title: President and Chief Executive Officer
2. Full Name: Jennifer Hulett
Job Title: Chief Human Resources Officer
3. Full Name: David Jacobs
Job Title: Chief Strategy Officer
4. Full Name: Richard McNeely
Job Title: Chief Merchandising Officer

Nebraska Secretary of State

FAMILY DOLLAR, LLC

Mon May 15 13:45:13 2023

SOS Account Number

1598680

Status

Active

Principal Office Address

500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Registered Agent and Office Address

CSC-LAWYERS INCORPORATING SERVICE COMPANY
233 SOUTH 13TH STREET SUITE 1900
LINCOLN, NE 68508

Nature of Business

RETAIL OPERATIONS

Entity Type

Foreign LLC

Qualifying State: NC

Date Filed

Dec 15 1997

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for FAMILY DOLLAR, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Authority	Dec 15 1997	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Merger	Jan 01 1998		
Proof of Publication	Jan 06 1998		
Tax Return	May 03 1999	\$3.15 = 7 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 25 2000	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 23 2001	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 16 2002	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Tax Return	Apr 14 2003	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 16 2004	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 07 2006	\$3.15 = 7 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 13 2008	\$3.15 = 7 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 03 2010	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Jul 13 2010	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 08 2012	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Feb 20 2013		
Change of Agent or Office	Feb 12 2014		
Tax Return	Feb 24 2014	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 22 2016	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Jun 05 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 28 2018	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Amendment to Tax Return	May 17 2018	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Amendment to Tax Return	Jul 12 2018	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Amendment	Nov 01 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Feb 24 2020	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Amended Occupation Tax Report	Jun 08 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Amended Occupation Tax Report	Dec 02 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Amended Occupation Tax Report	Sep 29 2021	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Amended Occupation Tax Report	Jan 05 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Occupation Tax Report	Feb 22 2022	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Transfer of Authority	Feb 14 2023	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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Online Certificate of Good Standing with Electronic Validation

Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

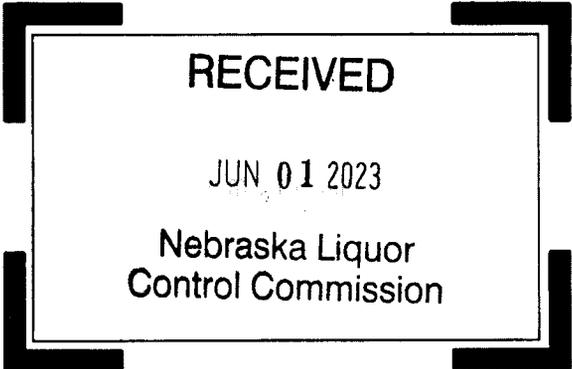
[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
Family Dollar, LLC.

Name of Registered Agent: CSC-Lawyers Incorporating Service Company

LLC Address: ~~233 South 13th Street Suite 1900~~ 500 Volvo Pkwy

City: Lincoln Chesapeake State: NE VA Zip Code: 68508 23320-1604

LLC Phone Number: 757-321-5000 LLC Fax Number: n/a

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Barnett First Name: Peter MI: A

Home Address: 329 Cavalier Drive City: Virginia Beach

State: VA Zip Code: 23451 2550 Home Phone Number: 757-321-5000

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Barnett First Name: Peter MI: A

[REDACTED]

Spouse Full Name (indicate N/A if single): Yvonne Izan Barnett

[REDACTED]

Percentage of member ownership 0%

Last Name: Spencer First Name: Harry MI: R

[REDACTED]

Spouse Full Name (indicate N/A if single): Janeine Beeryman Spencer

[REDACTED]

Percentage of member ownership 0%

Last Name: Littler First Name: Todd MI: B

[REDACTED]

Spouse Full Name (indicate N/A if single): Kristin Littler

[REDACTED]

Percentage of member ownership 0%

Last Name: Mitchell, Jr. First Name: John MI: S

[REDACTED]

Spouse Full Name (indicate N/A if single): Richard James Mitchell

[REDACTED]

Percentage of member ownership 0%

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Elder First Name: Jonathan MI: L

Spouse Full Name (indicate N/A if single): Elizabeth Elder

Percentage of member ownership 0%

Last Name: Dean First Name: Roger MI: W

Spouse Full Name (indicate N/A if single): Deanna Kathleen Dean

Percentage of member ownership 0%

Last Name: Family Dollar, Inc. Stores, LLC First Name: n/a MI: n/a

Social Security Number: n/a Date of Birth: n/a

Spouse Full Name (indicate N/A if single): n/a

Spouse Social Security Number: n/a Date of Birth: n/a

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: _____ Ending Date: _____

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

Effective January 3, 2022

**LIST OF OFFICERS & DIRECTORS
FOR
FAMILY DOLLAR, INC.**

<u>Officer</u>	<u>Title</u>
Peter Barnett	President
Todd Littler	Senior Vice President
Roger Dean	Vice President and Treasurer
Jonathan Elder	Vice President – Tax
John S. Mitchell, Jr.	Vice President and Secretary
Harry R. Spencer	Assistant Secretary

Directors
Peter Barnett
Roger Dean

Family Dollar, Inc.

<u>Name</u>	<u>Title</u>	<u>Address</u>
Christopher Williams	Senior Vice President	500 Volvo Parkway, Chesapeake, VA 23320
Dana Hay	Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
Deborah Miller	Vice President	500 Volvo Parkway, Chesapeake, VA 23320
Harry R. Spencer	Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
John S. Mitchell Jr.	Vice President and Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
Jonathan Elder	Vice President	500 Volvo Parkway, Chesapeake, VA 23320
Peter Barnett	President	500 Volvo Parkway, Chesapeake, VA 23320
Roger Dean	Director	500 Volvo Parkway, Chesapeake, VA 23320
Roger Dean	Vice President and Treasurer	500 Volvo Parkway, Chesapeake, VA 23320
Sandra L. Boscia	Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
Todd Littler	Senior Vice President	500 Volvo Parkway, Chesapeake, VA 23320
William A. Old Jr.	Director	500 Volvo Parkway, Chesapeake, VA 23320
William A. Old Jr.	Senior Vice President, Chief Legal Officer, General Counsel and Secretary	500 Volvo Parkway, Chesapeake, VA 23320

ARTICLE V

The duration of the Corporation shall be perpetual.

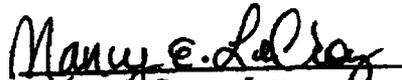
ARTICLE VI

The purpose of the Corporation shall be to engage in any lawful business or any lawful act or activity for which a corporation may be organized under Chapter 55 of the General Statutes of North Carolina.

ARTICLE VII

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, persons acting as directors and/or incorporators of the Corporation shall not be liable to the Corporation or any of its shareholders for monetary damages for their activities performed in connection with the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 14th day of November, 1997.


Nancy E. LeCroy, as Incorporator

Drawn by, return to:
Parker, Poe, Adams & Bernstein L.L.P.
2500 Charlotte Plaza
Charlotte, North Carolina 28244
Attn: Nancy E. LeCroy, Esq.

1598680

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

DEC 15 1997

STATE OF NEBRASKA
SECRETARY'S OFFICE

Scott Moore, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509

0073000204 Page: 4
FAMILY DOLLAR, INC.
Filed: 12/15/1997 12:00 AM

Received filed and recorded on
Serial no. 9730
at page 274

Secretary of State
84428

Submit in Duplicate

JH
By 1:50 PM 12/15/97

Attach a certificate of good standing duly authenticated by the official having custody of the corporate records in the state or country under whose law the corporation is incorporated. Such certificate shall not be more than 60 days old. A certified copy of the articles of incorporation should not be submitted and is not acceptable in lieu of such certificate.

Name of Corporation FAMILY DOLLAR, INC.

Fictitious Name of Corporation _____
(to be used only if actual corporate name is unavailable for use or does not comply with Nebraska law)

Incorporated under the laws of NORTH CAROLINA

Date Incorporation NOVEMBER 17 19 97

Period of Duration PERPETUAL

Address of Principal Office MAILING ADDRESS: P.O. Box 1017, Charlotte, NC 28201-1017
10401 Old Monroe Road, Matthews, NC 28105
Street Address City State Zip

Registered Agent THE PRENTICE-HALL CORPORATION SYSTEM, INC.

Registered Office 1900 FIRST BANK BUILDING
233 SOUTH 13TH STREET LINCOLN NE 68508
Street Address City Zip

DATED December 10, 1997

C. Martin Sowers
Signature

C. MARTIN SOWERS, SENIOR VICE PRESIDENT
Printed Name/Title

NOTE: The Business Corporation Act requires that every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

NOTE: To complete this form, you must list officers and directors on back
FILING FEE: \$145.00 plus \$5.00 for each page listing additional officers and directors

MANAGING OFFICERS:

OFFICE MANAGER:

Chairman/Treasurer/Director
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

President/Chief Operating Officer
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Vice Chairman - Chief Financial & Adm Officer
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Executive Vice President A
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Sr. Vice President/Finance
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Vice President - Real Estate
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Assistant Secretary
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Assistant Secretary
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Assistant Secretary
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Assistant Secretary
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Assistant Secretary
Name/Title
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

DIRECTORS:

Chairman/Treasurer/Director
Name
10401 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Address
Name

Please copy this page and submit additional pages if needed.

OFFICERS:

DIRECTORS:

Sandra B. Hollenbach -Div. Vice President, Taxation

Name/Title
10001 Old Monroe Rd. P.O. Box 1017
Charlotte, NC 28201-1017

Address

Name/Title

Address

Name

Address

Please Copy this page and submit additional pages if needed.

STATE OF
NORTH
CAROLINA



Department of The
Secretary of State

CERTIFICATE OF EXISTENCE

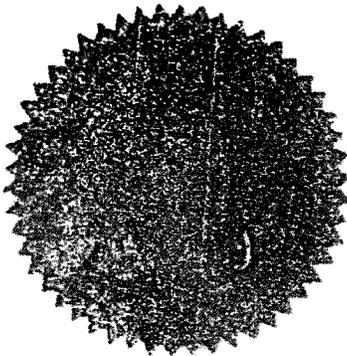
I, **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify that:

FAMILY DOLLAR, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 17th day of November, 1997, with its period of duration being perpetual.

I **FURTHER** certify that the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 2nd day of December, 1997.



Elaine F. Marshall

Secretary of State

Amendment or Correction to Biennial Report

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
www.sos.nebraska.gov

1) Exact Name of Corporation (exact name as stated in articles of incorporation or certificate of authority filed with the Nebraska Secretary of State):
FAMILY DOLLAR, INC.

2) Amendment or Correction applies to the following type of Biennial Report (check only one box):
 Foreign Corporation Domestic Corporation

3) Years of Biennial Report being corrected (found on Report form): 2020 . 2021
(note you must file a separate form for each reporting period being corrected)

4) Amendment or Correction is correcting or adding names of (check boxes as applicable):
 Officer and indicate title of office and/or Director (attach additional page if necessary)

PLEASE SEE ATTACHED SHEET FOR CORRECT LIST OF OFFICERS & DIRECTORS
(Indicate whether change or addition is Officer (give title) or Director and provide both name and address of same)

(Indicate whether change or addition is Officer (give title) or Director and provide both name and address of same)

5) Amendment or Correction is correcting Principal Office:

Street Address _____ City _____ State _____ Zip _____

6) Amendment or Correction is correcting name of state or jurisdiction under whose laws the corporation is formed: _____

7) Amendment or Correction is correcting Nature of Business conducted in Nebraska: _____

8) Amendment or Correction is changing Location of Property Owned or Used in Nebraska: _____

9) Amendment or Correction is changing the Actual Value of Real Estate and Personal Property in Nebraska (if Foreign Corporation only): from \$ _____ to \$ _____. (Enclose additional occupation tax due for Corporation or if refund is due contact Secretary of State for refund form. Attach explanation of increase or decrease in Actual Value of Real Estate or Personal Property.)

OR

Amendment or Correction is changing the Amount of Paid Up Capital Stock (if Domestic Corporation only): from \$ _____ to \$ _____. (Enclose additional occupation tax due for Corporation or if refund is due, contact Secretary of State for refund form. Attach explanation of increase or decrease in Amount of Paid Up Capital Stock.)

DATED 9/23/21

John S. Mitchell, Jr.
Signature

John S. Mitchell, Jr. VP/Assistant Secretary
Printed Name/Title

FILING FEES: \$30.00
Revised 07/01/2021

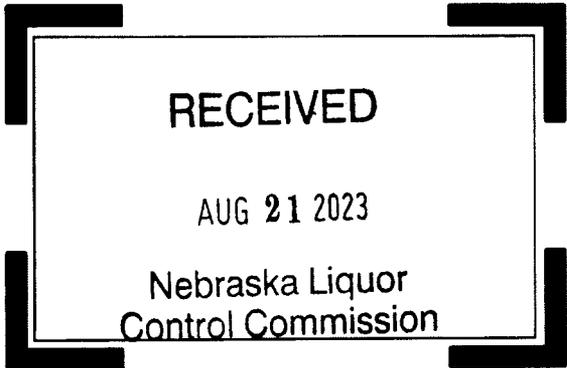
Neb. Rev. Stat. § 21-301, 21-304

MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Family Dollar, LLC.

PREMISES INFORMATION

Premises Trade Name/DBA: Family Dollar #23089

Premises Street Address: 500 N Jackson St

City: Lexington County: Dawson Zip Code: 68850

Premises Phone Number: 757-321-5493

Premises Email address: ab-licensing@dollartree.com

A handwritten signature in black ink, appearing to be "J. A. ...".

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

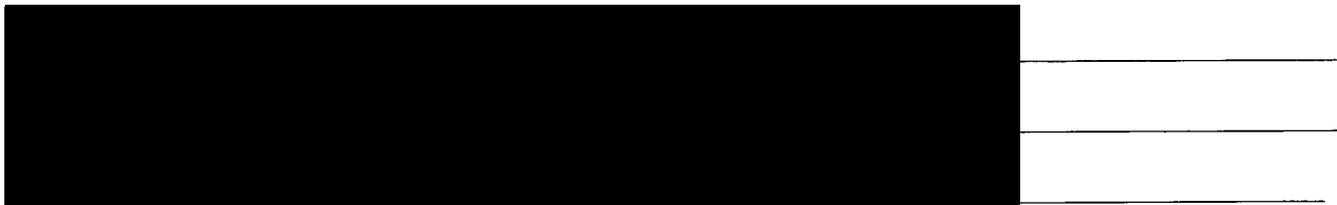
MANAGER INFORMATION

Last Name: Thomas First Name: Chad MI: A

Home Address: 7024 N. 89th Ave

City: Omaha County: Douglas Zip Code: 68122-5223

Home Phone Number: 605-777-2447



Email address: ab-licensing@dollartree.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2020	Present	Hamilton, IL	2013	2015
Valley, MN	2018	2020	Eden Prairie, MN	2012	2013
Mililani, HI	2017	2018			
Sioux Falls, SD	2015	2017			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
10/21	Present	Family Dollar	James Hike	419-566-7650
8/18	10/21	Five Below	Kristin Niedringhavs	618-514-1437

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad A. Thomas	12/2021	TIPS (See Attached)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Chad A. Thomas/ District Manager	Current	Family Dollar - NE

5. Have you enclosed Form 147 regarding fingerprints?

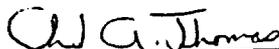
YES NO

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by applicant and spouse.



Signature of APPLICANT

Chad A. Thomas

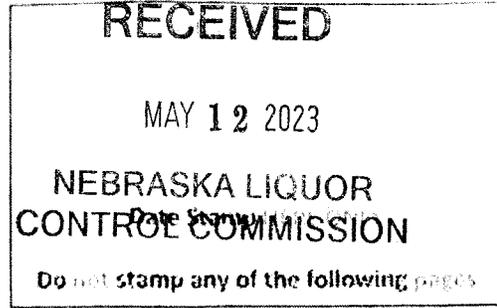
Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Family Dollar Store # 23089

Name of Person Being Fingerprinted: Chad A. Thomas

Date fingerprints were taken: 4/8/22

Location where fingerprints were taken: Nebraska State Patrol

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Chad A. Thomas
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

Chad Alan Thomas

Political Party

Republican

Precinct

08-11

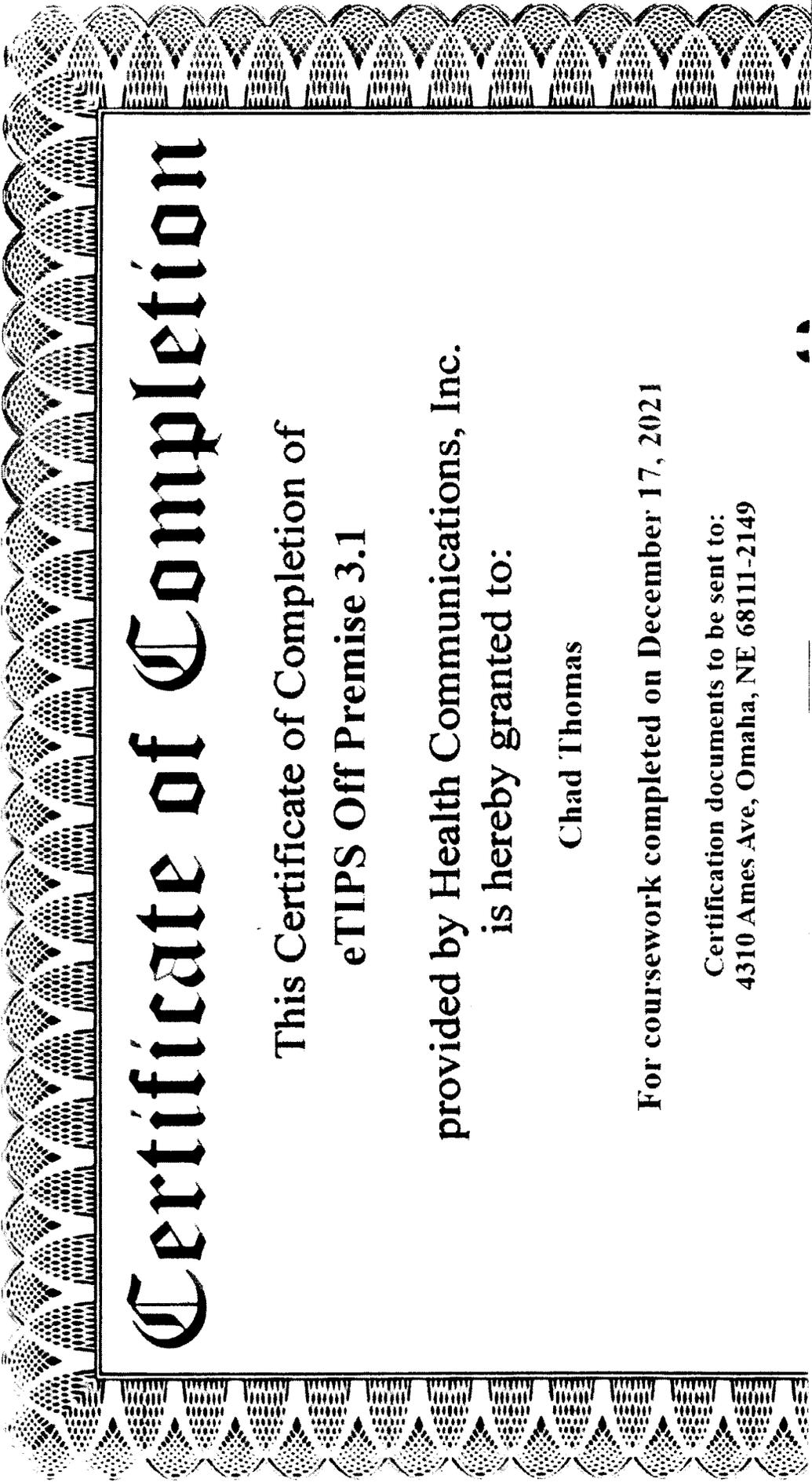
Election Details

05/10/2022 2022 Prima

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

There is no polling location information available for the address and election.



Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.1
provided by Health Communications, Inc.
is hereby granted to:

Chad Thomas

For coursework completed on December 17, 2021

Certification documents to be sent to:
4310 Ames Ave, Omaha, NE 68111-2149

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED
MAY 12 2023
NEBRASKA LIQUOR
CONTROL COMMISSION

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ns.gov/eo/nsp.
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******
Trade Name Family Dollar Store # 23089

Name of Person Being Fingerprinted: Peter Allen Barnett

Date fingerprints were taken: _____

Location where fingerprints were taken: _____

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use
RECEIVED
NOV 06 2023
**Nebraska Liquor
Control Commission**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Yvonne Barnett

Signature of **NON-PARTICIPATING SPOUSE**

Yvonne Izan Barnett

Print Name

Peter A Barnett

Signature of **APPLICANT**

Peter Allan Barnett

Print Name

Virginia City
State of Nebraska, County of Chesapeake

The foregoing instrument was acknowledged before me
this 10/24/23 (date)

by **Yvonne I. Barnett**

Name of person acknowledged
(Individual signing document)

Cynthia Annette Butler

Notary Public Signature

Virginia City
State of Nebraska, County of Chesapeake

The foregoing instrument was acknowledged before me
this 10/24/23 (date)

by **Peter A. Barnett**

Name of person acknowledged
(Individual signing document)

Cynthia Annette Butler

Notary Public Signature

CYNTHIA ANNETTE BUTLER
NOTARY PUBLIC
REGISTRATION # 7935580
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2025

CYNTHIA ANNETTE BUTLER
NOTARY PUBLIC
REGISTRATION # 7935580
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2025

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.



July 28, 2023

Nebraska Liquor Control Commission
301 Centennial Mall South
Lincoln, NE 68509

RE: Family Dollar, LLC – Family Dollar #23089 at 500 N Jackson St, Lexington, NE 68850
68111.

To Whom it May Concern:

This is in reference to a request for additional items issued for the aforementioned store. A request was made for a lease amendment amending the tenant name to Family Dollar, LLC. Please note that all leases for Family Dollar contain language that establishes the lease as binding on the "heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlord and Tenant", without requiring a new lease or an amendment to the existing lease.

When Family Dollar, Inc. (the Tenant named in the Lease) converted from a corporation to a limited liability company, Family Dollar, LLC became the legal successor in interest to Family Dollar, Inc. and therefore falls under this provision of the lease. As a successor in interest, the Lease remained in full force and effect and currently is fully binding upon the Landlord and Family Dollar, LLC, negating the need for an amendment.

Should you have any questions, please do not hesitate to reach out to licensing@decisions-consulting.com

Sincerely,

A handwritten signature in black ink, appearing to read "Harry R. Spelger", written over a circular stamp or seal.

Harry R. Spelger
Assistant Secretary
On behalf of Family Dollar, LLC



January 10, 2024

RECEIVED

JAN 10 2024

Nebraska Liquor Control Commission
ATTN: Licensing Division Specialist Hannah Yates
301 Centennial Mall South,
Lincoln, NE 68509

Nebraska Liquor
Control Commission

RE: Family Dollar, LLC – Family Dollar #23089 at 500 N Jackson St, Lexington, NE 68850

To Whom it May Concern:

This is in reference to a request for additional items issued for the aforementioned store. A request was made for a lease amendment amending the lease to update the original address mentioned in Schedule 1 of the original lease from 2012. Please accept this letter as confirmation of the physical address as well as the store number for Family Dollar #23089 located at 500 N Jackson St, Lexington, NE 68850. The new physical address is not mentioned within the executed lease agreement provided, only the old address. Therefore, please allow this letter to serve as confirmation that the true physical address has been updated as it reads above.

Should you have any questions, please do not hesitate to reach out to licensing@decisions-consulting.com

Sincerely,

Harry R. Spencer
Assistant Secretary
On behalf of Family Dollar, LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 14th day of December 2012, ("Effective Date") by and between REALTY INCOME PROPERTIES 13, LLC, a Delaware limited liability company ("Landlord"), and FAMILY DOLLAR STORES OF ARKANSAS, INC., an Arkansas corporation, FAMILY DOLLAR STORES OF FLORIDA, INC., a Florida corporation, FAMILY DOLLAR STORES OF GEORGIA, INC., a Georgia corporation, FAMILY DOLLAR STORES OF INDIANA, L.P., an Indiana limited partnership, FAMILY DOLLAR STORES OF LOUISIANA, INC., a Louisiana corporation, FAMILY DOLLAR STORES OF MICHIGAN, INC., a Michigan corporation, FAMILY DOLLAR STORES OF NEW JERSEY, INC., a New Jersey corporation, FAMILY DOLLAR STORES OF OHIO, INC., an Ohio corporation, FAMILY DOLLAR STORES OF OKLAHOMA, INC., an Oklahoma corporation, FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., a South Carolina corporation, FAMILY DOLLAR STORES OF TEXAS, LLC, a Texas limited liability company and FAMILY DOLLAR, INC., a North Carolina corporation (collectively, "Tenant").

WITNESSETH

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord the Leased Premises (as hereinafter defined).

Tenant will have and hold the Leased Premises for an initial term commencing as set forth in Section 6 and ending on the 31st day of December, 2027 ("Initial Term").

1. RENT.

a. Basic Rent. Subject to the adjustments provided for below in this Section 1 and Section 7, basic rent payable for the Initial Term will be Two Million Two Hundred Fifty Nine Thousand One Hundred Fifty Three and 00/100 Dollars (\$2,259,153.00) per annum, payable monthly in advance on the first (1st) day of every month (as may be adjusted from time to time in accordance herewith, "Basic Rent"). Basic Rent is allocated to the Leased Premises pursuant to the list attached and made a part of this Agreement as Exhibit C. Pro rata Basic Rent for the period from the Effective Date through the 31st day of December, 2012 will be paid on the Effective Date. Pro rata Basic Rent for any other partial month will be prorated based upon the actual number of days in the period that Tenant owes Basic Rent to Landlord and calculated on a pro rata basis. The term "Lease Year" means the first twelve (12) full calendar months after the Rent Commencement Date (as defined in Section 6) and each subsequent twelve (12) month period thereafter during the term of this Lease and any extensions. If the Rent Commencement Date is other than the first day of the month, then the first Lease Year shall also include the partial month in which the Rent Commencement Date occurs.

b. CPI Adjustments to Basic Rent. The capitalized terms used in this Section are defined below. Effective on each Adjustment Date, Basic Rent will be increased by the

increases in CPI, with the increases to be calculated as follows: (i) subtract one point zero (1.0) from a fraction, the numerator of which shall be the Variable Index, and the denominator, which will be the Base Index; and (ii) multiply the result obtained in (i) by the Basic Rent for the Initial Term set forth on Exhibit C. Notwithstanding the foregoing, in no event will the increase in Basic Rent effective on each Adjustment Date exceed six percent (6%), nor will the new Basic Rent be less than the previous Basic Rent.

The new Basic Rent will be payable in consecutive monthly installments on the first day of each month until the next Adjustment Date, or the expiration of the term, as the case may be. Landlord's delay or the failure of Landlord, beyond commencement of any Adjustment Date, in computing or billing for these adjustments will not impair the continuing obligation of Tenant to pay the rent adjustments, and Tenant will pay Landlord the sums owed within ten (10) calendar days of receipt of a bill therefor. In applying the foregoing formula for Basic Rent adjustments, the following terms have the following meanings:

- (1) "Adjustment Date" means, as the case may require, (i) the third (3rd) anniversary of the Rent Commencement Date and each successive third (3rd) anniversary of the Rent Commencement Date thereafter during the Initial Term and each of the first four (4) Renewal Terms (as defined herein; it being the intention of the parties that Basic Rent shall be subject to adjustment every three (3) years during such term of the Lease) or (ii) the first (1st) day of the fifth (5th) and sixth (6th) Renewal Terms.
- (2) "Base Index" shall mean the CPI for the month immediately preceding the month in which the Effective Date occurs, which is November, 2012.
- (3) "CPI" means the Consumer Price Index for All Urban Consumers, All Items, Not Seasonally Adjusted, U.S.A. Area, 1982-1984 = 100, as published by the Bureau of Labor Statistics, United States Department of Labor (U.S. City Average). If this index is discontinued, then CPI will then mean the most nearly comparable index published by the Bureau of Labor Statistics or other official agency of the United States Government as determined by Landlord.
- (4) "Initial Basic Rent" means the Basic Rent payable by Tenant for the first full calendar month of the first Lease Year.
- (5) "Variable Index" means the CPI for the month immediately preceding the month when the Adjustment Date occurs.

c. Additional Rent. Except as otherwise specifically set forth in this Lease, Tenant shall pay, as additional rent ("Additional Rent"), all actual reasonable costs, charges, obligations, assessments, and expenses of every kind and nature against or relating to the Leased Premises or the use, occupancy, area, possession, leasing, operation, maintenance, or repair thereof, which may arise or become due during the term hereof, or that pertain to Tenant's use of the Leased Premises hereunder; provided, that Tenant shall not be required to pay any costs, charges, obligations, assessments or expenses of any kind or nature if the same are the responsibility of Landlord hereunder. For the avoidance of doubt, Tenant shall timely perform all

obligations of Landlord under, and pay all expenses that Landlord would be required to pay in accordance with, any declarations or reciprocal easement agreements or any other documents or instruments of record now (or in the future if created or filed by, or with the consent of, Tenant) affecting the Leased Premises (collectively, "Title Instruments"). Tenant shall promptly comply with all of the terms and provisions of all Title Instruments, including without limitation, all insurance requirements, regardless of whether any such requirements exceed the requirements set forth in Section 12 herein.

2. DEMISE OF PREMISES. Landlord hereby demises and lets to Tenant, and Tenant hereby takes and leases from Landlord, for the term and upon the provisions hereinafter specified, the following described properties (each individual property a "Parcel" and, certain or all of the Parcels the "Leased Premises" as the context may require):

a. 26 certain real properties identified on the "Schedule of Parcels," attached hereto and incorporated herein as Schedule I (the "Real Property");

b. the buildings (the "Building") and all other structures and improvements situated on, or affixed or appurtenant to the Real Property (collectively, the "Improvements");

c. all tenements, hereditaments, easements, rights-of-way, rights, privileges in and to the Real Property, including (i) easements over other lands granted by any easement agreement, reciprocal easement agreement or other similar agreement and (ii) any streets, ways, alleys, vaults, gores or strips of land adjoining the Real Property (collectively, the "Appurtenances");

d. all fixtures located on or affixed to the Real Property or the Improvements (collectively, the "Fixtures") except those items set forth on Exhibit F of the Agreement to Sell and Purchase Real Estate (as defined herein), which shall remain the property of the Tenant;

e. all machinery, equipment and other property located on the Real Property or the Improvements, other than machinery, equipment and other property used in connection with Tenant's business (collectively, the "Equipment"); and

f. all plans, specifications, drawings, permits, rights and warranties (to the extent in Landlord's possession or control) (collectively, the "Intangible Property").

3. COVENANT OF TITLE AND AUTHORITY; AS IS, WHERE IS. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full initial term and all extensions; that Landlord owns fee simple title to the Leased Premises; that the Leased Premises are free and clear of all encumbrances that could materially adversely affect Tenant's rights under this Lease and are free and clear of all mortgages and monetary liens. Tenant acknowledges that Tenant is accepting the Leased Premises in their "AS IS, WHERE IS, WITH ALL FAULTS" condition existing on the Effective Date and that such Leased Premises are subject to all applicable zoning, municipal, county and state laws, ordinances and regulations, including, without limitation, private easements and restrictions related to the use of the Leased Premises and accepts this Lease subject thereto. Tenant acknowledges that Landlord has not

made any representation or warranty with respect to the suitability of the Leased Premises for the conduct of Tenant's business and that Tenant is entering into this Lease solely on the basis of its own investigations and familiarity with the Leased Premises and not on the basis of any representation, warranty, covenant, agreement, undertaking, promise, statement, arrangement or understanding by, on behalf of, or with, Landlord, except as expressly set forth herein.

4. USE OF PREMISES. Tenant may occupy and use the Leased Premises for any lawful purpose (the "Permitted Use") subject to the limitations below. The proposed use and occupancy of any assignee must materially comply with this Lease. Tenant is responsible for obtaining and maintaining all permits, licenses, certificates of occupancy, or any other items required by any governmental law or regulation with respect to Tenant's Permitted Use and occupancy of the Leased Premises. Tenant will not use or occupy or permit the Leased Premises or any portion thereof to be used or occupied, nor do or permit anything to be done in or on the Leased Premises or any portion thereof, in a manner that would or might (i) violate any governmental law or regulation or any covenants, conditions, restrictions or other matters of record applicable to the Leased Premises, (ii) make void or voidable or cause any insurer to cancel any insurance required by this Lease, or make it impossible to obtain any such insurance at commercially reasonable rates, (iii) cause material structural injury to any of the Improvements, or (iv) constitute a material public or private nuisance or waste. In no event may the Leased Premises or any portion thereof be used as a factory, processing or rendering plant, sexually oriented business (as that term is generally construed), adult book or video store, which means a store that primarily sells or offers for sale sexually explicit printed materials, audio or video tapes, or sexual devices, or flea market, except as otherwise agreed to by the parties. Landlord agrees that the Leased Premises may be used for the conduct of a variety store, discount store, dollar store or variety discount store. Tenant will not be obligated to continuously occupy or operate a business on the Leased Premises or any portion thereof. Whether or not Tenant is occupying or conducting business on the Leased Premises, Tenant will be responsible for paying the Basic Rent, Additional Rent and other sums due Landlord under this Lease and for performing Tenant's other obligations subject to and in accordance with the provisions of this Lease.

5. COOPERATION. Landlord agrees to cooperate with Tenant in Tenant's effort to obtain any governmental permits or approvals required in order for Tenant to perform any desired alterations and improvements. If a company providing electrical, telephone or cable service to any Parcel requires the building owner to grant permission to install lines or conduits or to connect to existing lines, then Landlord will grant the required authorization. Landlord also agrees from time to time during the term of this Lease, at the written request of Tenant, without additional consideration (provided the same shall not materially adversely affect Landlord's interest in the Leased Premises), (1) to grant easements, licenses, rights of way and other rights and privileges in the nature of easements of such nature, extent and duration as Tenant may reasonably request; (2) to release or relocate existing easements and appurtenances which are for the benefit of any Parcel; and (3) to execute and deliver any instrument necessary or appropriate to confirm such grants or releases to any person in each of the foregoing instances, the same to be without consideration, but only if for so long as this Lease is in effect, Tenant will perform all obligations, if any, of Landlord under the applicable instrument. Tenant shall be

responsible for the payment of all actual reasonable costs and expenses incurred in connection with this Section 5.

6. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM AND RENT. Landlord will deliver the Leased Premises, and the term of this Lease will begin, on the Effective Date. Basic Rent will begin to accrue on the Effective Date of the Lease (the "Rent Commencement Date").

7. TERM EXTENSIONS. The term of this Lease will be automatically extended one period at a time for up to six (6) successive periods ("Renewal Term(s)") of five (5) years each unless Tenant gives written notice to Landlord of its election not to extend at least 365 calendar days before the extended term is scheduled to begin. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to renew this Lease with respect to all Parcels and shall, at least 365 calendar days prior to the applicable Renewal Term, provide Landlord with a written list of those Parcels that shall not be renewed (each, a "Terminated Parcel"). If Tenant fails to provide Landlord with a list of Terminated Parcels at least 365 calendar days prior to the applicable Renewal Term, Tenant shall be deemed to have elected to renew this Lease with respect to all Parcels that are then subject to this Lease. If Tenant does provide Landlord with a list of Terminated Parcels at least 365 calendar days prior to the applicable Renewal Term, Tenant shall be deemed to have elected to renew this Lease with respect to all Parcels then subject to the Lease and not on the list of Terminated Parcels. If Tenant gives such notice, then this Lease will expire the day before the Renewal Term is scheduled to begin. All of the terms, covenants and conditions of this Lease will apply to each Renewal Term except the amount of rent will be as set forth below:

RENEWAL TERM	BASIC RENT
1 st -4 th	\$/month (\$/annum) (Fixed rent as increased by increase in CPI per Section 1 above)
5 th -6 th	\$/month (\$/annum) 95% of FMRV

For all purposes under this Lease, the phrases "the term of this Lease" and "lease term" will mean the Initial Term and the applicable Renewal Term that comes into effect on the first (1st) day of such Renewal Term. With respect to any of the first (1st) through fourth (4th) automatic extensions of the term of this Lease, Basic Rent will be increased in accordance with Section 1; it being the intention of the parties that rental adjustments during the first (1st) through fourth (4th) Renewal Terms continue to be calculated in the same manner used to calculate Basic Rent during the Initial Term. With respect to the fifth (5th) and sixth (6th) automatic extensions of the term of this Lease, Basic Rent commencing on the first (1st) day of each such Renewal Term shall be increased to the Fair Market Rental Value (as defined below) as provided in this Section 7. If, however, Tenant elects not to renew this Lease with respect to all Parcels and delivers to Landlord a list of such Terminated Parcels in accordance with this

paragraph, (i) Basic Rent at the outset of each of the first four (4) Renewal Terms will be reduced by an amount equal to the product of (a) a fraction, the numerator of which shall be the aggregate purchase price of each Terminated Parcel relating to the corresponding Renewal Term as set forth in Exhibit E of the Agreement to Sell and Purchase Real Estate, and the denominator of which shall be \$33,718,696 times (b) the Basic Rent that would be payable at the time of this recalculation if there were no Terminated Parcels, and (ii) with respect to the fifth and sixth Renewal Terms, the determination of FMRV (as defined herein) will not take into account the fair market rental value of any Terminated Parcel.

With respect to the determination of the fair market rental value ("Fair Market Rental Value" or "FMRV"), if the parties are unable to agree upon the Fair Market Rental Value, taking into account appropriate factors, including, without limitation, the length of the Renewal Term, then an independent Member of the Appraisal Institute ("MAI") Appraiser (defined below) selected by agreement of the parties within ten (10) business days of the request by one party for the determination will prepare a determination of the Fair Market Rental Value within thirty (30) days of engagement. In making such determination, the appraiser will consider the rental rate that a comparable landlord of a comparable building (i.e., a building of similar age, condition, size and quality with similar parking availability situated in the geographic area of the Leased Premises) would accept in the then-current transactions having commencement dates that are approximately the same as the date of the commencement of the applicable Renewal Term between non-affiliated parties from new, non-expansion, non-renewal, non-sublease and non-equity tenants of comparable creditworthiness, for comparable space, for a comparable use, for a comparable period of time ("Comparable Transactions") in the area of the Leased Premises. In any determination of Comparable Transactions, appropriate consideration shall be given to the rental rates, the extent of Tenant's liability under the Lease (including, without limitation, responsibility for triple-net charges), length of the lease term, size and location of the premises being leased, the existence or absence of free rent, the existence or absence of a tenant improvement allowance, and other generally applicable conditions of tenancy for such Comparable Transactions. If within ten (10) business days after being notified of the results of such appraisal, Landlord and/or Tenant elect to reject that determination, then each of the parties will name an additional independent MAI Appraiser within ten (10) business days after such rejection. In the event the appraisers so named together with the originally named appraiser are unable to agree on a Fair Market Rental Value applying the same considerations set forth above within thirty (30) days of engagement, then the determination will be the amount agreed upon by the majority of the appraisers and reported to the parties within ten (10) business days following such failure to agree on a Fair Market Rental Value within the prior thirty (30) day period.

In the event the parties are unable to select the appraiser in the first instance, each shall elect one appraiser within ten (10) business days after the period for having agreed to elect other appraisers, and those two appraisers will select a third appraiser (in absence of agreement as to the selection of the third independent appraiser, such selection will be made by a mediation process reasonably agreed upon by the parties or in the absence of the same, by a court of competent jurisdiction). The costs and expenses of such appraisal, including the fees of the

appraiser or appraisers, will be divided equally between Tenant and Landlord. The determination of the majority of the appraisers as to the Fair Market Rental Value will be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. For purposes of this Section 7, "MAI Appraisers" means firms or individuals, each of whom will have not less than ten (10) years experience in appraising retail commercial real estate, preferably in the areas where the Leased Premises are situated.

8. ALTERATIONS BY TENANT. Tenant will have the right at all times after the date of this Lease to make, at its own expense, any changes, improvements, alterations and improvements to the Leased Premises or any portion thereof that Tenant desires. Notwithstanding the foregoing, except in the event of an Emergency (which under this Lease shall be defined as including, but shall not be limited to, an act of God, fire, flood or explosion, riot, war, act of terror, rebellion or insurrection that affects one or more Parcels), Tenant will not make any alteration or modification affecting the foundation, floor slab, roof or roof structure, curtain wall, structural columns, beams or shafts or other structural components of any of the Leased Premises, or any alteration or modification affecting any of the electrical, plumbing, life safety, heating, ventilating, air conditioning or other operating systems serving any of the Leased Premises, without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. If any mechanic's or other lien is filed against any portion of the Leased Premises arising out of any labor or material furnished to Tenant (other than work performed by Landlord), then Tenant will promptly commence efforts to discharge the lien and will diligently pursue its efforts until such lien is discharged. In the event a final, non-appealable adverse determination is made with respect to any action to contest a lien, Tenant shall be solely responsible for paying and discharging the amount of the lien or claim determined to be due, together with any penalties, fees, interest, costs or expenses that may have accrued and shall provide proof of payment of the same to Landlord. The provisions of this paragraph shall survive the expiration or termination of this Lease.

9. FIXTURES. Tenant will have the right to install on the Leased Premises any fixtures and equipment Tenant desires for the operation of its business. Tenant will, on termination of this Lease, and may at any time during the lease term, remove from the Leased Premises all shelving, fixtures and equipment that Tenant installed. Tenant promptly will repair any damage to the Leased Premises caused by Tenant's removal of its shelving, fixtures and equipment.

10. UTILITIES. Tenant will pay directly to the utility providers all deposits required to initiate service and all charges for all water, sanitary sewer service, natural gas (if available), electrical service and any and all other utilities used by Tenant on or serving the Leased Premises.

11. DAMAGE AND DESTRUCTION. If the Building or the parking, service or access areas on any Parcel are damaged or destroyed by fire or other casualty (a "Casualty"), then Tenant will promptly, at Tenant's expense, remove all debris and repair, restore or rebuild the affected Parcel so that it will be substantially the same as it was immediately prior to the damage or destruction. Tenant's obligation will include performing all work necessary to cause the affected Parcel to comply with then currently applicable building and fire codes.

At any time during the last three (3) years of the lease term, including Renewal Terms, if a Casualty occurs such that (a) ten (10%) or more of the square footage of the Building(s) located on a Parcel is damaged or destroyed; or (b) Tenant's access to a Building is materially blocked for more than ninety (90) calendar days; or (c) Tenant's operations at a Parcel are significantly impaired for more than ninety (90) calendar days (each, a "Damaged Parcel"), then, provided no Event of Default then exists and is continuing, Tenant will have the right to terminate this Lease with respect to the Damaged Parcel only, upon written notice to Landlord, which notice will be delivered on or before the thirtieth (30th) calendar day after the date of the Casualty. The Lease will terminate with respect to the Damaged Parcel effective on the date Landlord receives the total sum due pursuant to this Section 11, which shall include (i) all of Tenant's right and interest in and to the Net Award and the applicable property casualty policy as it relates to the Damaged Parcel and (ii) payment from Tenant in an amount equal to the deductible under the applicable insurance policy. Upon such termination, Basic Rent with respect to the Damaged Parcel shall be prorated based upon the actual number of days in the period to be prorated. Landlord and Tenant will be released from all obligations and liabilities under the Lease with respect to the Damaged Parcel only, with the exception of those liabilities which accrued prior to the termination date and those obligations which, pursuant to the terms of the Lease, accrued prior to the termination date and survive termination or expiration of the Lease. Notwithstanding any termination of this Lease with respect to the Damaged Parcel, this Lease will continue in full force and effect with respect to the remainder of the Leased Premises; provided, however, the Basic Rent will be reduced by the amount of Basic Rent allocable to such Damaged Parcel.

a. So long as the proceeds of Tenant's insurance payable in connection with such damage or destruction, net the costs of adjustment (the "Net Award") is less than One Hundred Thousand Dollars (\$100,000) Tenant will have the right to receive the Net Award directly to be used solely to restore the Leased Premises and Tenant is authorized to adjust, collect and compromise, in its reasonable business discretion, such Net Award.

b. If the event the Net Award is equal to or exceeds One Hundred Thousand Dollars (\$100,000) in the aggregate, an unaffiliated third party mutually reasonably agreed upon by Landlord and Tenant (the "Insurance Trustee") will hold the Net Award in a segregated account (the "Restoration Fund") and disburse amounts from the Restoration Fund only in accordance with the following conditions:

(i) Tenant will commence the restoration as soon as reasonably practical and diligently pursue completion of the restoration;

(ii) prior to commencement of restoration, Tenant will provide Landlord with certificates evidencing the insurance required by Section 12 hereof;

(iii) at the time of any disbursement, (A) all materials installed and work and labor performed (except to the extent being paid out of the requested disbursement) in connection with the restoration will have been paid in full, and (B) no mechanics' or materialmen's liens or stop orders or notices of pendency (collectively, "Liens") will have been

filed or threatened against any portion of the Leased Premises unless such Liens shall be discharged or fully bonded to the reasonable satisfaction of Landlord;

(iv) each request for disbursement will be accompanied by (x) a certificate signed by the president or a vice president of Tenant, describing the work for which payment is requested, stating the cost incurred in connection therewith, stating that Tenant has not previously received payment for the restoration work and that, upon completion, the work will comply with the applicable requirements of this Lease, (y) a general contractor's application(s) for payment or such other invoices or documentation supporting construction-related expenditures and payments and (z) a general contractor's lien release or waiver; and

(v) the Insurance Trustee may retain ten percent (10%) of the Restoration Fund until the work is fully completed.

c. If the cost of completing the restoration work free and clear of all liens exceeds the amount of the Net Award available for the restoration, payment of such excess costs will be the sole responsibility of Tenant. Notwithstanding anything contained herein to the contrary, all amounts remaining in the Restoration Fund following the completion of restoration work free and clear of all liens shall be remitted to Tenant.

12. INSURANCE.

- a. Each policy of insurance listed on Schedule II attached hereto (the "Existing Insurance Policies") is in full force and effect and all premiums due with respect thereto have been paid.
- b. Tenant shall obtain, pay for and maintain the following insurance on or in connection with the Leased Premises:
 - i. Insurance against all risk of physical loss or damage to the Improvements and Equipment as provided under "Special Causes of Loss" form coverage, in amounts not less than the actual replacement cost. The policy shall be primary and non-contributory and shall contain only standard printed exclusions. Tenant shall have the option of purchasing coverage against such perils from another insurer on a "Difference in Conditions" form or through a stand-alone policy. Such policies shall contain Replacement Cost and Agreed Amount Endorsements and "Law and Ordinance" or equivalent coverage covering loss to the undamaged portion of the building, demolition costs and increased cost of construction resulting from changes in laws or codes. Such policies shall name Landlord as loss payee.
 - ii. Commercial General Liability Insurance and Umbrella/Excess Liability Insurance, including Business Automobile Liability Insurance (including Non-Owned and Hired Automobile Liability) against claims for personal injury, bodily injury, death, accident or property damage occurring on, in or

as a result of the use of the Leased Premises, in an amount not less than an annual aggregate of \$5,000,000. Coverage shall also include elevators/escalators (if any), independent contractors, contractual liability and Products/Completed Operations Liability coverage. Such policies shall be primary and non-contributory and shall name Landlord and Lender as additional insureds with respect to the Leased Premises.

- iii. Workers' compensation insurance in the amount required by applicable Law.
 - iv. Employers' liability insurance covering all persons employed by Tenant in connection with any work done on or about the Leased Premises in the amount of \$1,000,000 per accident, \$1,000,000 per illness, per employee, and \$1,000,000 per illness, in the aggregate or, in lieu of such Workers' Compensation Insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate agency of the State.
 - v. The insurance required by this Paragraph 12b shall be written by companies having a Best's rating of A- VII or above and are authorized to write insurance policies by, the State Insurance Department (or its equivalent) for the states in which the Leased Premises are located. The insurance shall be written with Tenant's standard deductible or self-insured retention from time to time (but in no event may Tenant's deductible exceed ten million dollars (\$10,000,000.00)).
- c. Tenant shall pay as they become due all premiums for the insurance required by Section 12(b), shall renew or replace each policy and shall promptly deliver to Landlord all original certificates of insurance evidencing such coverages. All certificates of insurance (including liability coverage) provided to Landlord and Lender shall be on ACORD Form.
 - d. Anything in this Section 12 to the contrary notwithstanding, any insurance which Tenant is required to obtain pursuant to Section 12(b) may be carried under a "blanket" policy or policies covering other properties of Tenant or under an "umbrella" policy or policies covering other liabilities of Tenant, as applicable; provided that, such blanket or umbrella policy or policies otherwise comply with the provisions of this Section 12.
 - e. Each policy (other than workers' compensation coverage) shall contain a full waiver of subrogation against the Landlord. Tenant hereby waives and releases any and all right of recovery against Landlord, including, without limitation, employees and agents, arising during the term of the Lease for any and all loss (including, without limitation, loss of rental) or damage to property located within or constituting a part of the Leased Premises.

- f. The proceeds of any insurance required under Section 12(b) shall be payable as follows:
- i. proceeds of any insurance payable under clauses (ii), (iii), and (iv) of Section 12(b) and proceeds attributable to the general liability coverage of construction/alterations insurance shall be payable to the party entitled to receive such proceeds; and
 - ii. Tenant may elect to self-insure any insurance coverage as outlined in Section 12(b), provided that, in the event that Guarantor's then most recent 10-Q (or audited financial statement, as applicable) shows that Guarantor's tangible net worth, determined in accordance with generally accepted accounting principles ("GAAP") consistently applied as of the date hereof, not taking into account any changes to GAAP after the date hereof, was either (a) less than seven hundred and fifty million dollars (\$750,000,000.00) at the end of the two most recent consecutive fiscal quarters or (b) less than six hundred and fifty million dollars (\$650,000,000.00) at the end of the most recent fiscal quarter, then Tenant shall be required to obtain the coverage required under this Section 12 from a third party insurance company; provided, however, that Tenant's self-insurance shall continue in full force and effect until the third party insurance is obtained and Landlord has received satisfactory evidence of the same from Tenant. If a subsequent 10-Q (or audited financial statement, as applicable) of Guarantor shows that Guarantor's tangible net worth, determined in accordance with GAAP consistently applied as of the date hereof, not taking into account any changes to GAAP after the date hereof, was either (a) seven hundred and fifty million dollars (\$750,000,000.00) or more at the end of the most recent consecutive fiscal quarters or (b) six hundred and fifty million dollars (\$650,000,000.00) or more at the end of the two most recent consecutive fiscal quarters, then Tenant shall once again have the right to self-insure any insurance coverage as outlined in Section 12(b).
 - iii. In the event Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available for the parties from a third party insurer, Tenant shall: (x) undertake the defense of any such claim or with respect to such event, including a defense of the Landlord, at Tenant's sole cost and expense, and (y) use its own funds to pay any covered claim or replace any covered property or otherwise provide the funding that would have been available from insurance proceeds for a covered loss but for the election by Tenant to self-insure.

13. **MAINTENANCE AND REPAIRS.** Tenant shall at all times maintain (i) the Leased Premises in as good repair, appearance and condition as they are on the date hereof, ordinary

wear and tear, damage, and condemnation excepted, and (ii) the Equipment, in as good working condition as it was on the later of the date hereof or the date of its installation, except for ordinary wear, tear, damage and condemnation. Tenant will take every other action reasonably necessary or appropriate for the preservation of the Leased Premises, including repair or replacement thereof in accordance with the terms of this Lease.

14. **TAXES.** Except as set forth herein, Tenant will pay, no later than five (5) days prior to any delinquency, all taxes, assessments and other charges (including, without limitation, any local business, use or occupancy taxes and all applicable sales and use taxes) that may be levied, assessed or charged against the Leased Premises or any portion thereof directly to the relevant taxing authority (collectively, "**Taxes**"); provided, however, that notwithstanding anything contained herein to the contrary, Landlord shall be responsible for paying any state or federal income, franchise, estate, succession, inheritance or transfer taxes (except those incurred in connection with the transaction set forth in the Agreement to Sell and Purchase Real Estate dated as of November 2, 2012 executed by the entities listed on Schedule 1 to such agreement and Landlord's affiliate, as Purchaser ("Agreement to Sell and Purchase Real Estate"), which such transfer taxes due thereunder shall be paid by Tenant) and, provided further, that upon request from Landlord, Tenant shall provide receipts or reasonable evidence showing such Taxes have been paid by Tenant. Taxes payable by Tenant in accordance with the terms of this Lease shall be appropriately apportioned between the parties for any partial Lease Year. Upon the expiration of this Lease, Taxes that have begun accruing prior to the expiration of the term but which are not payable until after the expiration of the term shall be pro-rated and apportioned as of the expiration of the Lease, such that Tenant shall pay all Taxes through the expiration of the Lease and Landlord shall pay all Taxes accruing thereafter. Once such Taxes are fully ascertainable, Tenant shall remit its portion of the same to Landlord within ten (10) days. Any excess Taxes paid to Landlord by Tenant pursuant to the terms hereunder shall be refunded to Tenant by Landlord within ten (10) days of such excess being determined. The provisions of this paragraph shall survive the expiration or termination of this Lease.

Tenant will timely pay all operating license fees related to the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property located on the Leased Premises.

Landlord shall cooperate with Tenant to have all tax bills sent directly to Tenant. Landlord will provide Tenant with a copy of any tax bills it receives. Tenant will provide Landlord with evidence of Tenant's payment of taxes for each year beginning with the year in which the lease term commences and any other necessary information Landlord may reasonably require.

If Landlord receives notification of any planned increase in the assessed value of the Leased Premises or any portion thereof, Landlord covenants promptly to provide notice of the same to Tenant and shall, whenever possible, do so in writing at least 30 calendar days before the last day to contest the increase at the lowest level administrative proceeding. Tenant will have the right to contest, by appropriate proceedings in Landlord's or Tenant's name, the validity or amount of the increase. Landlord agrees to cooperate with Tenant in contesting the increase.

If Landlord fails to give written notice of the increase to Tenant within the required time periods set forth herein, then Tenant will not be responsible for reimbursing Landlord for the tax increase. If any state or local real estate tax exemption or abatement programs exist during the first year of the lease term, then, provided Landlord has knowledge of such exemption or abatement programs, it shall notify Tenant of the same. Landlord will cooperate with Tenant, at Tenant's expense, to timely apply for such exemptions or abatements, including exemptions or abatements that provide relief from increases in real estate taxes resulting from an increased assessment of the Leased Premises or any portion thereof due to any improvements made to the Leased Premises or any portion thereof by Landlord or Tenant prior to the Rent Commencement Date. Tenant will receive its proportionate share of the benefit of any exemption or abatement.

Notwithstanding anything contained herein to the contrary, if Landlord receives any tax bills and does not send the same to Tenant in a timely manner, and Tenant has not received a copy of such tax bills through any other means, Landlord shall be responsible for paying any late payment or penalty charges or other amounts resulting from any failure to timely pay such taxes and, if the same is not paid by Landlord, Tenant shall have the right to make such payments and offset the same from the next month's rental payment; provided, that Tenant provides such supporting documentation as Landlord may reasonably request.

15. SIGNS. Tenant will have the right to erect its standard building sign and freestanding road sign on the Leased Premises. If Tenant's standard signs are not permitted by local sign ordinances, then Tenant may erect signs as similar to Tenant's standard signs as are allowed by the local ordinances, including any variances obtained by Tenant. Tenant may also erect professionally lettered signs and decals on the exterior of the Improvements, such as signs designating its hours of operation or signs marking its delivery door. Tenant will, at Tenant's sole expense, obtain all governmental permits required in order to erect its signs. Tenant will repair any damage resulting from the installation or removal of its signs. The location of Tenant's road sign will be determined by Tenant. Landlord will, at no expense to Landlord, cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs.

16. EMINENT DOMAIN. If a material portion of a Parcel (including, without limitation, any portion of any Building located on such Parcel) (such Parcel being considered a "Condemned Parcel") is taken by a governmental authority having the powers of eminent domain, the loss of use of which (a) would have a material adverse effect on the operation of Tenant's business, or (b) prevents Tenant from conducting the normal operation of Tenant's business, is taken by a public authority through the power of eminent domain (a "Condemnation"), then Tenant will have the right to terminate this Lease with respect to such Condemned Parcel by written notice to Landlord not later than sixty (60) days following the date upon which Tenant receives written notice of the nature, extent and scope of the Condemnation. The Lease shall terminate as to the Condemned Parcel effective as of the date possession of the Condemned Parcel is required to be delivered to the condemning authority and thereafter Basic Rent will be reduced by the amount allocable to the Condemned Parcel so terminated. If

Tenant does not elect to terminate, then Landlord will restore the Parcel to as close to its condition as existed prior to the taking as is feasible. Tenant will have the right to participate in any proceeding pertaining to a taking of the Parcel. Whether or not Tenant elects to terminate this Lease with respect to the affected Parcel, Landlord and Tenant will each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the public authority.

17. TENANT'S DEFAULT.

a. The occurrence of any one or more of the following (after expiration of any applicable notice and cure period) will, at the sole option of Landlord, constitute an "Event of Default" under this Lease:

(i) A failure by Tenant to pay any Basic Rent when due; provided, however, for up to two (2) times during a Lease Year, if any payment of Basic Rent is not received when due, Landlord will notify Tenant in writing (a "Basic Rent Late Notice"), and Tenant will have ten (10) calendar days from the date of receipt of the Basic Rent Late Notice to make full payment of the Basic Rent. If any Basic Rent is not received when due after Landlord has delivered to Tenant the applicable Basic Rent Late Notices as hereinabove required, or if Tenant fails to pay any Basic Rent within the required time period after receipt of the applicable Basic Rent Late Notice, then such failure will constitute an Event of Default;

(ii) A failure by Tenant to pay any Additional Rent when due; provided, however, for up to two (2) times during any Lease Year, if any payment of Additional Rent is not received when due, Landlord will notify Tenant in writing (an "Additional Rent Late Notice"), and Tenant will have ten (10) calendar days from the date of receipt of the Additional Rent Late Notice to make full payment of the Additional Rent. If any Additional Rent is not received when due after Landlord has delivered to Tenant the applicable Additional Rent Late Notices as hereinabove required, or if Tenant fails to pay any Additional Rent within the required time period after receipt of the applicable Additional Rent Late Notice, then such failure will constitute an Event of Default; provided, however, that any failure to pay any amount of Additional Rent that is disputed by Tenant in good faith shall not constitute an Event of Default hereunder;

(iii) Tenant fails to perform or observe any other material provision or condition of this agreement to be performed or observed by Tenant, and Tenant fails to commence to cure the default within thirty (30) calendar days after receipt of notice of the default from Landlord (or such other period as may be explicitly set forth herein) or having commenced to cure the default, Tenant fails to diligently pursue the curing of the default thereafter;

(iv) any material representation or warranty made by Tenant herein proves to have been incorrect when made in any material respect;

(v) Tenant shall (A) voluntarily be adjudicated a bankrupt or insolvent, (B) seek or consent to the appointment of a receiver or trustee for itself or for all or a portion of the Leased Premises, (C) file a petition seeking relief under the bankruptcy or other similar laws of the

United States, any state or any jurisdiction, or (D) make a general assignment for the benefit of creditors;

(vi) a court shall enter an order, judgment or decree appointing, without the consent of Tenant, a receiver or trustee for it or for the Leased Premises or a portion thereof or approving a petition filed against Tenant which seeks relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, and such order, judgment or decree shall remain undischarged or unstayed ninety (90) calendar days after it is entered;

(vii) Tenant shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution; or

(viii) the estate or interest of Tenant in the Leased Premises or any portion thereof shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process shall not be vacated or discharged within ninety (90) calendar days after it is made.

Subject to paragraph (b) below, upon the occurrence of an Event of Default, Landlord may exercise any right or remedy now or hereafter existing by law or in equity or may cure the Event of Default, and Tenant shall reimburse Landlord for all actual reasonable costs and expenses incurred by Landlord undertaking such cure. Without limiting the foregoing, Landlord may declare the term ended and enter into the Leased Premises by due process of law, and expel Tenant and repossess and enjoy the Leased Premises as though this Lease had by its terms expired. If Landlord terminates this Lease pursuant to this Section, then Tenant will peaceably surrender the Leased Premises to Landlord. Landlord shall use reasonable efforts to mitigate its damages, including, without limitation, reletting the Leased Premises in Landlord's reasonable business judgment for a commercially reasonable rent taking into consideration the condition of the Leased Premises and general market conditions. Notwithstanding the foregoing, no termination of this Lease will relieve Tenant from the obligation to pay rent and other charges due under this Lease for the remainder of the then current term as though this Lease had not been terminated for as long as the Leased Premises are vacant and for any deficiency between the rent and other charges due under this Lease for the remainder of the then current term and the rent and other charges due under any new lease if the Leased Premises are relet. The rent or deficiency in rent, as applicable, and other charges will be paid by Tenant as such obligations would have become due under this Lease in monthly or other periodic installments. In addition, Tenant will be liable for the reasonable costs of reletting the Leased Premises, but those costs will not include any attorneys' fees to negotiate a lease with a new tenant or any costs to alter or improve the Leased Premises for a new tenant.

b. The intention of this Section 17(b) is to set forth certain special provisions applicable to Events of Default of the nature referenced in Sections 17(a)(ii), (iii) and/or (iv) of this Lease (each, upon expiration of any applicable notice and cure periods, a "Parcel Event of Default") and to Landlord's rights and remedies upon the occurrence of Parcel Events of Default. This Section 17(b) has no application to other Events of Default under this Lease and

is not intended to alter or limit Landlord's rights and remedies with respect to such other Events of Default or, except as specifically set forth in this Section 17(b), for any other purpose. Subject to the foregoing, Landlord and Tenant agree that, notwithstanding anything to the contrary contained in this Lease, if, and for so long as, no more than 5 Parcel Events of Default have occurred and are then continuing during a Lease Year, then, on account of any Parcel Event of Default during such Lease Year, Landlord may not exercise any termination and/or dispossession rights and remedies available to it under this Lease on account of such Parcel Event(s) of Default against any Parcel other than the Parcel to which the aforesaid Parcel Event(s) of Default relate. If, however, more than 5 Parcel Events of Default occur and are then continuing during a Lease Year, Landlord shall be entitled to exercise all rights and remedies available to it under this Lease on account of such then continuing Parcel Event(s) of Default, provided that Landlord may only exercise termination and/or dispossession rights and remedies on account of such Parcel Event(s) of Default against either (i) any one or more of the Parcels to which such continuing Parcel Event(s) of Default relate or (ii) all Leased Premises covered by this Lease.

For the purposes of the restrictions on Landlord's exercise of remedies as set forth in this Section 17(b), a Parcel Event of Default shall no longer be considered "continuing" if (i) Tenant has cured such default or (ii) Landlord has terminated the Lease with respect to any Parcel(s) to which such Parcel Event(s) of Default relate.

18. **SURRENDER OF POSSESSION.** Upon the termination of this Lease, Tenant will surrender the Leased Premises broom clean and in good repair, ordinary wear and tear, damage by fire or other casualty and Landlord's maintenance and repair obligations excepted.

19. **EXCLUSIVE USE.** Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord will not lease (or permit the leasing or subleasing of) or sell any space on any property contiguous with or connected to the Leased Premises or any portion thereof owned by or controlled by Landlord or any entity controlled by Landlord or any partner or principal of Landlord to any discount store occupying less than 40,000 square feet operated by or under the name of Wal-Mart, Dolgencorp or Dollar General, Dollar Tree, or any entity controlled by, affiliated with or related to any of them (each, a "Competitor"). If there is a breach of this Section by Landlord, then Tenant's rights and remedies will include, but not be limited to, the right at any time thereafter to elect to terminate this Lease with respect to the affected Parcel, and upon such election, this Lease will be terminated with respect to such Parcel only. So long as such breach exists and Tenant has not terminated this Lease with respect to the relevant Parcel, Tenant shall be entitled to a credit against the subsequent installment of Basic Rent in the amount of the positive difference, if any, between the monthly installment of Basic Rent allocable to such Parcel and 1/12th of 2% of Tenant's estimated Gross Sales at such Parcel (i.e., the amount by which Basic Rent exceeds 2% of Gross Sales for the relevant month). Tenant shall, within 120 days after the end of its Fiscal Year, provide Landlord with a statement of Gross Sales for such fiscal year. If such statement shows that actual Gross Sales exceeded estimated Gross Sales for such fiscal year and 2% of actual Gross Sales is less than the Basic Rent for such year, Tenant shall pay to Landlord, with the next monthly installment of Basic Rent, 2% of the amount by which actual

Gross Sales exceed the estimated Gross Sales. If such statement shows that actual Gross Sales exceeded estimated Gross Sales for such fiscal year and 2% of actual Gross Sales is more than Basic Rent for such year, Tenant shall pay to Landlord, with the next monthly installment of Basic Rent, the difference between the Basic Rent for such year and 2% of estimated Gross Sales for such year. If such statement shows that actual Gross Sales were less than estimated Gross Sales for the relevant period, Tenant shall be entitled to a credit against the subsequent installment of Basic Rent in an amount equal to the difference between 2% of estimated Gross Sales and 2% of actual Gross Sales for such year. "Gross Sales" means the annual sales made from the Leased Premises excluding sales tax, excise tax, refunds, void sales and sales and revenues from vending machines and other mechanical devices, including ATMs.

Landlord will not be in violation of this Section if Landlord purchases other retail property which at the time of the purchase is occupied by tenants whose businesses would be prohibited by this Section. Any persons owning other retail property who become the Landlord by purchasing the Leased Premises or any portion thereof in accordance herewith will not be in violation of this Section as long as the new landlord does not lease or sell property covered by this Section for any uses prohibited by this Section after the purchase is completed, but the new landlord may extend or renew leases in effect on the date of the purchase.

20. MUTUAL WAIVER. Landlord and Tenant hereby release all claims and waive all rights of recovery against each other and their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to each party's respective property caused by or resulting from fire or other casualty of whatsoever origin even if caused by negligence, to the extent that the loss or damage is required by the terms of this Lease to be covered by insurance. All policies insuring the property of Landlord or Tenant will contain a provision or endorsement by which the insurer waives all rights of subrogation against the other party to this Lease and their directors, officers, agents, employees, successors, sublessees and assigns.

21. SUBORDINATION TO MORTGAGES. Upon Landlord's or Tenant's request, the other party will sign, acknowledge and deliver to Landlord Tenant's standard form Subordination, Non-Disturbance and Attornment Agreement ("SNDA"). The SNDA will provide that this Lease will be subordinated to the lien of any mortgage or deed of trust ("Mortgage") that Landlord is placing on all or a portion of the Leased Premises, but that Tenant's rights under this Lease will not be impaired or diminished, its tenancy will not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, this Lease will continue in full force and effect, and Tenant's rights, including any rights to extend the lease term, will survive. The SNDA shall contain such other provisions as may be reasonably required or requested by Landlord or its lender.

22. HOLDING OVER. If Tenant remains in possession of the Leased Premises or any portion thereof after the expiration of the term of this Lease, then all the provisions of this Lease that are applicable during the final year of the lease term will continue to apply, except that Tenant will pay, as liquidated damages, an amount equal to 150% of the Basic Rent allocable to

the relevant Parcel(s) due for the last month of the term of the Lease, for as long as Tenant remains in possession of the Leased Premises or any portion thereof. Tenant will not be in default under this Section 22 of the Lease unless Landlord notifies Tenant no earlier than one year and no later than 60 calendar days prior to the end of the lease term that no holding over will be permitted and Tenant remains in possession of the Leased Premises after the end of the lease term.

23. **NOTICES.** (a) All notices from Tenant to Landlord or Landlord to Tenant must be in writing to be effective. Notices sent via fax and e-mail will be effective between Landlord and Tenant, except that notices sent by Tenant pursuant to Section 6, notices of default sent by either party including any notice intending to start a cure period under Section 17 of this Lease, or any notice sent to change the notice address of Landlord or Tenant must be sent to the address set forth below either by (i) United States mail sent via Certified Mail, Return Receipt Requested, or by (ii) commercial national delivery service capable of providing written proof of delivery. Any notice sent by certified mail or commercial delivery service will be deemed given when mailed even if the party to whom the notice is sent refuses to accept delivery.

As to Landlord:

REALTY INCOME PROPERTIES 13, LLC
c/o Realty Income Corporation
600 La Terraza Boulevard
Escondido, CA 92025
Telephone: (760) 741-2111

As to Tenant:
For U.S. Mail:

Lease Administration Department
FAMILY DOLLAR STORES, INC.
Post Office Box 1017
Charlotte, North Carolina 28201-1017

-or-

For Commercial
Delivery:

Lease Administration Department
FAMILY DOLLAR STORES, INC.
10301 Monroe Road
Matthews, North Carolina 28105

with respect to
Section 12: (in addition
to the notice parties set
forth above)

Risk Management
FAMILY DOLLAR STORES, INC.
P.O. Box 1017
Charlotte, North Carolina 28201-1017

Either Landlord or Tenant may change its notice address by giving written notice to the other party of the new address as provided in this Section.

(b) All rent and other payments will be made by wire transfer in immediately available federal funds to such account in such bank as Landlord shall designate, from time to time, or, with Landlord's consent (not to be unreasonably withheld), by Tenant's check payable to Landlord and mailed to Landlord at the address designated above. Tenant will not be obligated to pay rent to any person or entity other than Landlord until Tenant receives either: (i) a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent and, if applicable, providing notice of the transfer of Landlord's interest in the Leased Premises, or (ii) a copy of the deed signed by Landlord transferring ownership of the Leased Premises or a copy of an assignment of this Lease signed by Landlord. In order to be eligible for payment by direct deposit, Landlord must sign a form which Tenant will provide authorizing payment by direct deposit. If Tenant is making payments via direct deposit, then Tenant will deposit rent and other payments directly into the bank account specified by Landlord ("Landlord's Account"). Landlord will bear all risks arising out of Landlord's failure to provide correct information pertaining to Landlord's Account. Landlord agrees to provide written notice to Tenant canceling the direct deposit authorization at least 30 calendar days prior to any assignment of rents payable under this Lease to a party other than Landlord, or any assignment of Landlord's interest in the Leased Premises or any portion thereof. In the event Tenant deposits funds into Landlord's Account that Landlord is not entitled to whether due to Tenant's error or any other cause, Landlord shall promptly repay to Tenant all sums paid to Landlord's Account in error. Tenant may cancel or discontinue making payments by direct deposit upon mutual agreement of the parties. If Landlord desires to change Landlord's Account, then Landlord will provide Tenant with a new signed direct deposit authorization. Landlord acknowledges that changing the Landlord's Account may cause a delay in payment. A payment will not be deemed to be late if it is delayed due to a change in Landlord's account.

24. RECORDING. Landlord agrees at Tenant's expense to cause a memorandum of lease or a short form lease (collectively "Short Form Lease") reasonably acceptable to Landlord and Tenant to be recorded in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which any portion of the Leased Premises are located.

25. QUIET ENJOYMENT. Landlord covenants and warrants that Tenant will have and enjoy during the term of this Lease the quiet and undisturbed possession of the Leased Premises together with all applicable appurtenances. Rents and other charges due under this Lease will abate during any period of time Tenant is deprived of the use of the Leased Premises or any portion thereof.

Tenant leases the Leased Premises subject to (i) all Title Instruments affecting the Premises as of the Effective Date and (ii) any state of facts ("State of Facts") existing as of the Effective Date which a current survey or physical inspection of the Leased Premises would disclose, including, without limitation, on-site and off-site encroachments. Tenant shall not

violate, permit a violation, or cause Landlord to violate any recorded covenants and restrictions affecting the Leased Premises. Tenant shall defend, indemnify, and hold harmless Landlord (with counsel reasonably acceptable to Landlord) from any costs or expenses (including, without limitation, attorneys' fees and costs) incurred from such a violation or from any State of Facts. Landlord and Tenant each covenant and agree that they will not enter into covenants, restrictions or agreements that would encumber the Leased Premises without the consent of the other, which consent shall not be unreasonably withheld if same is reasonably necessary in connection with Landlord's interest in the Leased Premises or Tenant's leasehold interest in the Leased Premises.

Notwithstanding anything contained herein to the contrary, Landlord and Landlord's authorized representatives shall have the right (but not the obligation) after written notice to Tenant, which shall be provided at least twenty-four (24) hours in advance (except in the case of Emergencies, for which no notice shall be needed), to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting, making repairs, additions or alterations (except as otherwise provided herein), or exhibiting the Leased Premises to prospective purchasers or others and, within the last two (2) years of the term, for exhibiting the Leased Premises to prospective tenants. Provided Tenant is not in default beyond any applicable cure period, Landlord shall not exhibit any "for sale" or "for lease" signs during the Lease term.

26. COMPLIANCE WITH LAWS. Tenant will, at Tenant's sole expense throughout the term of this Lease, comply with the 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 Leased Premises, including, without limitation, the physical or environmental condition of the Leased Premises or any portion thereof (including, without limitation, laws pertaining to disabled persons, radon, hazardous substances and sprinkler systems including maintenance and monitoring of such systems) or pertain to the manner in which Tenant operates its business in the Leased Premises or any portion thereof.

27. SECTION HEADINGS; ETC. The numbered sections of this Lease are referred to as Sections, and the phrase "this Section" means the entire numbered Section and not just a grammatical paragraph contained within a numbered Section. The Section headings throughout this Lease are for convenience and reference only, and will in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease. If any provision of this Lease is held to be invalid or unenforceable, then the remainder of this Lease will not be affected, and all other provisions will be valid and enforceable to the fullest extent permitted by law. If any words are stricken from this Lease, whether the words are preprinted, typewritten or handwritten, then no inferences will be drawn as to the parties' intent in striking the deleted words, and this Lease and the parties' intent will be interpreted as if the stricken words had never appeared. This Lease is a negotiated agreement in which Landlord and Tenant have had equal power in determining its terms, and Landlord and Tenant agree that any rule of construction that a document is to be construed against the party who prepared it will not be applied. Any paper, writing or drawing that is designated as an exhibit to this Lease, whether or not physically attached, is a part of this Lease.

28. FACSIMILE OR ELECTRONIC SIGNATURES. When this Lease is signed by Landlord or Tenant, Landlord or Tenant may deliver this Lease to the other party via electronic facsimile ("fax") or email. Facsimile or electronic copies of signatures will be as valid and binding upon the parties as are original ink signatures. If a party (referred to in the remainder of this Section as the "Sender", whether Landlord or Tenant) who receives a signed lease from the other (whether the signed lease is an original document or an electronic facsimile) signs this Lease and returns via fax or other electronic means only the signature page of this Lease to the other party (referred to in the remainder of this Section as the "Receiver"), then the sending of the signature page will constitute a declaration by the Sender that this Lease has been signed in the form and content received by the Sender without modification unless the Sender simultaneously notifies the Receiver that the Sender has made revisions to this Lease and sends the revised pages or a letter describing the revisions along with the signature page. The facsimile or electronic signature will not be binding upon the parties if the Receiver notifies the Sender that the Receiver rejects any part of or all of the revisions made to this Lease by the Sender. Without affecting the validity or finality of this Lease, the Receiver of a facsimile lease or signature page may request that the Sender sign and return one or more original counterparts of this Lease with the Sender's signature notarized and witnessed, or attested if applicable, and the Sender will promptly comply with the request.

29. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlord agrees that all terms of this Lease as well as any information provided to Landlord pertaining to Tenant's gross sales or other financial information (collectively, "Information") are confidential and will not be divulged by Landlord without the written consent of Tenant to anyone other than Landlord's mortgagees or prospective mortgagees and to bona fide prospective purchasers of the Leased Premises. Landlord acknowledges that the Information provided by Tenant pursuant to this Section 29 is for Landlord's informational purposes only. Subject to the terms and conditions contained herein, Landlord shall hold as confidential all Information and shall not release any Information to third parties without Tenant's prior written consent, except (1) for Landlord's directors, officers, employees, affiliates, attorneys, accountants, auditors, financial or legal consultants or advisors, others providing professional services, lenders, investors or prospective purchasers of Landlord or the Premises and (2) as may be required to comply with regulatory requirements (e.g., filings with the Securities and Exchange Commission), or pursuant to a court order requiring such release or as otherwise may be required by law or legal process.

30. NON-WAIVER. No waiver of any agreement, condition or covenant will be valid unless it is set forth in writing signed by the party to be bound by the waiver. No waiver of a breach of any agreement, condition or covenant will be claimed or pleaded to excuse a subsequent breach of the same agreement, condition or covenant or any other agreement, condition or covenant.

31. ATTORNEYS' FEES. In the event of litigation between Landlord and Tenant, the prevailing party will be entitled to recover from the losing party actual reasonable attorneys' fees and reasonable out-of-pocket litigation expenses and court costs all as awarded by the Court. A party who is awarded a money judgment will be considered to be the losing party if the amount

awarded is less than the last written offer of payment or settlement made by the other party prior to or within 30 calendar days after suit is filed. In addition, the Court may decide that there is no true prevailing party and that neither party is entitled to its attorneys' fees or litigation expenses.

32. GOVERNING LAW. The laws of the state of New York shall govern this Lease, except that the laws of the particular state in which a Parcel is located shall govern with respect to the creation of the leasehold interest and remedies under this Lease.

33. JURISDICTION. The parties hereby submit to jurisdiction and the laying of venue for any suit in this Lease in the state of North Carolina.

34. ESTOPPEL LETTERS. Landlord and Tenant agree, from time to time at reasonable intervals, within thirty (30) calendar days after written request by the other party, to execute and deliver to the other party a statement certifying to any existing or prospective mortgagee, purchaser or assignee, that this Lease is in full force and effect, that this Lease has not been assigned, modified, supplemented or amended, that Tenant is in possession of the Leased Premises, and that to the best knowledge of the certifying party, the other party is not in default, or properly stating the facts if any of such certifications would not be factual, and stating the date through which fixed rent has been paid, the expiration date of the then current term and the number of remaining extensions of the term available to Tenant under this Lease. Landlord's request for an estoppel letter should be sent to Tenant via e-mail to: estoppels@familydollar.com

35. TAXPAYER IDENTIFICATION INFORMATION. The Internal Revenue Service ("IRS") requires Tenant to provide a name and Taxpayer Identification Number ("TIN") for each person or entity to whom Tenant makes payments. In order for Tenant to comply with this requirement, Landlord agrees that within 30 calendar days after the date of this Lease, Landlord will provide to Tenant a completed W-9 Form with Landlord's TIN and the name that corresponds with the number. Further, if Landlord's TIN and corresponding name change at any time during the term of this Lease, then Landlord will provide an updated W-9 form to Tenant. The IRS assesses a penalty to Tenant if Tenant fails to provide the required information or provides a TIN that does not match the name in the IRS' records. If Landlord fails to provide the required information to Tenant, or provides inaccurate information to Tenant, and as a result the IRS assesses Tenant with a penalty, then Tenant will have the right to deduct the amount of the penalty up to \$200.00 from the fixed rent due to Landlord. Tenant will show the deduction on the remittance advice provided with Tenant's rent check.

36. FORCE MAJEURE. If either Landlord or Tenant is delayed or hindered in or prevented from performing any act it is required to perform under the terms of this Lease by reason of strikes, lock-outs, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason beyond the control of the party delayed, then the performance of the act will be excused for the period of the delay, and any time limit imposed by this Lease for the performance of the act will be extended for period equivalent to the delay. Notwithstanding the foregoing, if the other party desires to perform the act required of the

delayed party and is able to do so, then that party will have the right to perform the act and recover the reasonable costs from the delayed party.

37. ENVIRONMENTAL COMPLIANCE.

(a) During the Term, Tenant shall comply in all material respects with all applicable federal, state or local laws, statutes, regulations and ordinances, and any judicial or administrative orders or judgments thereunder, and judicial opinions or orders, pertaining to, Hazardous Substances (as hereinafter defined) or the environment, including, but not limited to, each of the following, as enacted as of the date hereof or as hereafter amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq. (collectively, the "Environmental Laws") with respect to its operations at the Leased Premises. The term "Hazardous Substances" shall mean any substances regulated by Environmental Laws.

(b) Tenant shall promptly provide Landlord with a copy of all of the following: (i) any material written correspondence from any governmental entity regarding any material violation of Environmental Laws with respect to the Leased Premises or any portion thereof or Tenant's operation of the Leased Premises or any portion thereof received by Tenant during the Term; (ii) any written reports provided to any governmental entity with respect to any release of Hazardous Substances discovered by Tenant at the Leased Premises during the Term that Tenant is required to report to a governmental entity pursuant to Environmental Laws; and (iii) any material written environmental reports, claims, citations, notices of violation, or orders with respect to violations of Environmental Laws received by Tenant during the Term.

(c) In the event Landlord has a good faith reasonable basis to believe that Tenant has breached its obligations under this Section 37 in connection with a violation of Environmental Laws at the Leased Premises, then Landlord, or its representatives or consultants, shall have the right to enter upon the affected Parcel and conduct any non-invasive assessments or audits that Landlord deems necessary in the exercise of its reasonable judgment in order to identify any actual or suspected breach of this Lease relating to violations of Environmental Laws at the Leased Premises. Landlord shall select a qualified environmental consultant reasonably acceptable to Tenant to complete such tasks. Landlord shall give Tenant a minimum of five (5) business days' written notice prior to conducting any such assessments or audits, and shall identify any actual or suspected breach of the Lease to which the assessment or audit relates. Neither Landlord nor its consultants or representatives shall materially or unreasonably interfere with Tenant's operations at the Leased Premises in connection with such assessments or audits. Landlord shall notify Tenant of any actual or alleged breaches of the Lease identified during Landlord's assessment or audit. Landlord's right of entry and inspection shall include the right to inspect Tenant's records required to be maintained pursuant to Environmental Laws but shall not include the right to conduct invasive sampling except in the

event and to the extent that: (i) Tenant is in breach of its obligations under this Section 37; (ii) invasive sampling is required pursuant to Environmental Laws, (iii) Landlord notifies Tenant of such requirement in writing; and (iv) Tenant fails to satisfy such requirement within a reasonable period of time.

(d) Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, demands, orders, suits, judgments, damages, penalties, fines, costs (including without limitation, reasonable attorneys' fees), liabilities or losses assessed against Landlord, which arise from: (i) any violation of Environmental Laws by Tenant with respect to the Leased Premises during the term of the Lease; (ii) Tenant's breach of its obligations in this Section 37; (iii) claims by a governmental entity or unaffiliated third-party or requirements of governmental entities or Environmental Laws arising out of the Release (defined as the spilling, leaking, pumping, emitting, emptying, pouring, discharging, depositing, injecting, escaping, leaching, migrating, dumping or disposing into the environment) of Hazardous Substances at, on or from the Leased Premises prior to or during the term of the Lease; and (iv) contamination of the Leased Premises by Hazardous Substances which Landlord has not caused (hereinafter (i) through (iv) collectively referred to as "Environmental Losses"). Tenant's obligations under this Section 37(d) shall survive the expiration or earlier termination of this Lease for a period of three (3) years provided that Tenant's obligations shall continue to survive with respect to (i) any claims for defense or indemnification by Landlord asserted hereunder against Tenant within such three (3) year period; and (ii) any Environmental Losses (including without limitation, any claims, demands, directives, orders, or suits) asserted against or incurred by Landlord during such three (3) year period.

(e) Notwithstanding anything to the contrary in this Lease: (i) with respect to any liability, obligation or requirement in this Lease of Tenant to remediate, cleanup or remove Hazardous Substances present in or Released to soils, groundwater, surface water or other environmental media or to reimburse, indemnify or hold harmless Landlord for the same, Tenant's liability, obligation or requirement for such remediation, cleanup or removal (or obligation to reimburse Landlord for the same) shall be limited to the implementation of the remediation, cleanup or removal that achieves the standard required by applicable Environmental Law; (ii) Tenant shall have no liability or obligation to indemnify or hold harmless Landlord under this Lease for any Environmental Losses that result from or arise out of any sampling, testing, or investigation of soil, groundwater, surface water or other environmental media except to the extent that such sampling, testing, or investigation is (x) required by the applicable Environmental Laws, (y) lawfully required by a governmental entity, or (z) necessary to defend against a claim by an unaffiliated third party; and (iii) Tenant shall have no liability or obligation to indemnify or hold harmless Landlord under this Lease for any Environmental Losses to the extent such Environmental Losses result from or arise out of any injury, damage or Release of Hazardous Substances either (y) caused by the act or omission of Landlord or its affiliates, representatives, employees, contractors, agents or invitees, or (z) caused by any person other than Tenant, its affiliates, representatives, employees, contractors, agents or invitees, after the date of expiration or earlier termination of the Lease.

(f) Notwithstanding anything to the contrary in this Lease, this Section 37 contains the sole and exclusive covenants and obligations in this Lease with respect to Environmental Laws, Hazardous Substances and the environmental condition of the Leased Premises.

(g) Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, demands, orders, suits, judgments, damages, penalties, fines, costs (including without limitation, reasonable attorneys' fees), liabilities or losses assessed against Tenant, which arise from: (i) any violation of Environmental Laws by Landlord or its affiliates, representatives, employees, contractors, agents or invitees with respect to the Leased Premises or any portion thereof; (ii) any claims by a governmental entity or unaffiliated third-party or requirements of governmental entities or Environmental Laws arising out of the Release of Hazardous Substances at, on or from the Leased Premises or any portion thereof occurring after the date of expiration or earlier termination of the Lease.

38. ASSIGNMENT and SUBLETTING.

(a) Tenant will have the right to assign or sublet this Lease or any portion of the Leased Premises to a commercially reasonable subtenant without Landlord's prior consent so long as Tenant remains liable under this Lease and Family Dollar Stores, Inc., a Delaware corporation ("Guarantor") remains liable under its guaranty of this Lease (the "Guaranty"), a form of which is attached hereto as Exhibit D.

(b) Tenant will, within ten (10) calendar days after the execution and delivery of any assignment or sublease, deliver (i) a duplicate original copy thereof to Landlord which, in the event of an assignment, shall be in recordable form, and (ii) the certificates of insurance as required under Section 12.

(c) Tenant will retain 100% of the excess rent in connection with the subleases until the termination of this Lease.

(d) Notwithstanding anything to the contrary contained in this Section 38, Tenant will not have the right to assign this Lease (voluntarily or involuntarily, whether by operation of law or otherwise, including through merger or consolidation) or sublet the Leased Premises or any portion thereof so long as an Event of Default has occurred and is continuing.

Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Leased Premises or any portion thereof to any corporation or other entity into or with which the entirety of Tenant may be merged or consolidated or to any corporation or other entity which will be an affiliate, subsidiary, parent or successor of either Tenant or a corporation or other entity into or with which the entirety of Tenant may be merged or consolidated, or to any person or entity acquiring ten or more of Tenant's stores. No assignment or the acceptance of rent by Landlord from any assignee will relieve, release or in any manner release or relieve Tenant or any guarantor of the Lease of their respective obligations and liabilities with respect to this Lease. Upon such assignment or subletting of this Lease, (i) Tenant shall notify Landlord in writing of the occurrence of the same within thirty (30) days and shall provide a true and correct copy of

the sublease or assignment and assumption agreement, together with such other documentation supporting or evidencing said assignment or subletting as reasonably requested by Landlord; (ii) any assignee shall assume all of Tenant's obligations hereunder in writing and will agree to perform all of the obligations of Tenant under this Lease and (iii) Tenant shall cause the transferee to name Landlord as an additional insured under its insurance liability policies and cause assignee to deliver a Certificate of Liability Insurance to Landlord.

39. **SUBSTITUTION.** Subject to the fulfillment of the conditions set forth in this Section, Tenant shall have the right to substitute a property (the "Substitute Property") for any Parcel (each, a "Substitution"), subject to the sole discretion of Landlord. The Substitution shall be subject to the fulfillment of all of the following terms and conditions:

(a) The appraised fair market value of the Substitute Property shall be equal to or greater than the appraised fair market value of the Parcel to be substituted (each, a "Withdrawn Parcel"), as leased, at the time of the Substitution, as evidenced by an MAI appraisal prepared by an independent appraiser acceptable to Landlord and Tenant and dated no more than forty-five (45) calendar days prior to the Substitution.

(b) The remaining useful life of the Substitute Property shall be at least equal to the remaining useful life of the Withdrawn Parcel at the time of the Substitution.

(c) Tenant shall provide Landlord with written notice of the prospective Substitution (a "Substitution Notice") not less than sixty (60) calendar days before the date on which such Substitution is sought to be effected.

(d) The Substitute Property must be a property as to which Landlord will hold fee simple title.

(e) Landlord and Tenant shall amend this Lease to include the Substitute Property and remove the Withdrawn Parcel, and Basic Rent shall be unaltered by the substitution.

(f) Landlord and Tenant shall be required to accept the Substitute Property in its "as is" condition; provided that the foregoing shall not be deemed to limit any other provisions of this Section 39.

(g) The Substitute Property shall be open for business at the time of the Substitution for a use that is not prohibited under this Lease and shall either (x) have been open for less than twenty-four (24) months at the time of the Substitution, or (y) have a store sales history that is not less favorable than the store sales history for the Withdrawn Parcel.

(h) The entity transferring the Substitute Property to Landlord shall be solvent, and the Substitute Property shall be transferred to Landlord in an arm's length transaction.

(i) At the closing of the Substitution, Landlord's right, title and interest in the Withdrawn Parcel shall be conveyed to such entity (other than an affiliate of Landlord) designated by Tenant by a special warranty deed in substance (with respect to warranties) substantially similar to the deed delivered to Landlord with respect to the Withdrawn Parcel and subject to all matters of record (other than matters created by Landlord without the consent of Tenant), any state of facts a current and accurate survey would show and the lien of any taxes then affecting the Withdrawn Parcel. The Withdrawn Parcel shall be conveyed in its "as-is" condition.

(j) Tenant shall have paid or reimbursed Landlord for, concurrently with the closing of such Substitution, all reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection with the Substitution, and Tenant shall have paid all recording charges, filing fees, taxes and other expenses (including, without limitation, mortgage, intangible and transfer taxes) payable in connection with the Substitution.

(k) Tenant shall cause to be delivered to Landlord:

(1) an ALTA extended coverage title insurance policy ("Title Policy") from a national title insurance company reasonably acceptable to Landlord, with any endorsements Landlord may reasonably require, insuring Landlord, in the amount equal to the appraised value of the Substitute Property, insuring Landlord's fee simple interest in the Substitute Property subject only to such exceptions as shall have been approved in writing by Landlord, acting reasonably;

(2) a special warranty deed conveying fee simple title to the Substitute Property executed and delivered in favor of Landlord and in substance (with respect to warranties) substantially similar to the deed delivered to Landlord with respect to the Withdrawn Parcel;

(3) a Phase I environmental assessment report from a nationally recognized environmental consultant approved by Landlord, dated not more than forty-five (45) calendar days prior to the date of the proposed Substitution, which shall conclude that the Substitute Property does not contain any Hazardous Materials (except for such items that are used in the ordinary course of Tenant's business in material compliance with all Environmental Laws and at levels that do not impose any clean-up liability or obligation) or any recognized environmental conditions;

(4) an as-built survey of the Substitute Property certified to Landlord and the issuer of the title policy by a registered land surveyor licensed in the state in which the Substitute Property is located, dated a date not earlier than thirty (30) calendar days prior to the date of Substitution, in substantially similar form and having substantially similar content as the certification of the survey for the Withdrawn Parcel, prepared in accordance with the then current Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys. Such survey

shall reflect the same legal description (metes and bounds) as the one contained in the Title Policy, and shall contain a certification regarding flood zone;

(5) a planning and zoning report confirming that the Substitute Property is a legal conforming, or legal nonconforming, use, and is not in material violation of any zoning laws;

(6) a permanent certificate of occupancy for the Substitute Property, if available in the jurisdiction where the Substitute Property is located, or the local jurisdiction equivalent thereof;

(7) valid certificates of insurance indicating that the requirements for the policies of insurance required under this Lease have been satisfied with respect to the Substitute Property, together with evidence of payment of all premiums for the existing policy period;

(8) a property condition report in a form recognized and approved by Landlord from a nationally recognized engineering consultant approved by Landlord, dated not more than forty-five (45) calendar days prior to the date of the proposed Substitution, in form and substance reasonably satisfactory to Landlord;

(9) a release and indemnification of the Landlord from all claims and liability relating to the Withdrawn Parcel, other than claims and liability resulting from any action or failure to act on the part of Landlord, including, but not limited to, Landlord's negligence, gross negligence and willful misconduct;

(10) the appraisals contemplated by clauses (a) and (b) above; and

(11) such other and further documents and information relating to the Substitute Property in connection with Landlord's due diligence with respect thereto as Landlord may reasonably request and as may be customarily required by a reasonably prudent purchaser of retail properties.

(l) Landlord and its agents shall be provided with reasonable access to the Substitute Property at reasonable times with a representative of Tenant present in order conduct their inspection of the Substitute Property and perform their due diligence.

40. **BOOKS AND RECORDS.** Tenant will deliver to Landlord (i) unless Guarantor's financial statements are publicly filed, within 60 calendar days after the end of each fiscal quarter and within 120 calendar days after the end of each fiscal year of Tenant, complete audited financial reports of Tenant (provided, however, that quarterly financial reports delivered hereunder need not be audited) including a balance sheet, profit and loss statement, statement of cash flows and all other related reports for the fiscal period then ended; (ii) within 120 calendar days of request by Landlord, not more than one time per Lease Year, (A) store level sales for each Parcel for the then most recent fiscal year and (B) a calculation of the aggregate

EBITDA for all Parcels then subject to this Lease for the fiscal year then ended. All such financial reports will be certified to be accurate and complete by Tenant (or the Treasurer or other appropriate officer of Tenant). The financial reports required under clause (i) will be prepared in accordance with generally accepted accounting principles consistently applied from period to period. Tenant understands that Landlord will rely upon such financial reports and Tenant represents that such reliance is reasonable.

41. RIGHT OF FIRST REFUSAL. (a) Subject to Section 44 hereof, Landlord shall have the right from time to time to transfer its fee simple interest in all, but not less than all, of the Leased Premises. In the event Landlord accepts an offer to purchase the Leased Premises and enters into a binding agreement in connection therewith (the "Purchase Agreement"), Landlord will deliver to Tenant, no more than five (5) calendar days after the date of such Purchase Agreement, a notice including the Purchase Agreement and all materials delivered to the prospective transferee in connection therewith (the "ROFR Notice"). Tenant will have a right of first refusal to purchase the Leased Premises on the same terms and conditions as the prospective transferee (the "ROFR").

(b) In the event that Tenant elects to exercise the ROFR, Tenant will deliver written notice to Landlord that it is exercising the ROFR no later than ten (10) calendar days (the "Notice Period") after receipt of the ROFR Notice and, subject to the terms of the Purchase Agreement, will purchase the Leased Premises prior to the later of (i) the closing date set forth in the Purchase Agreement and (ii) forty-five (45) calendar days after Tenant delivers to Landlord a notice of exercise the ROFR (the "ROFR Exercise Notice"). In the event that Tenant does not deliver a ROFR Exercise Notice within the Notice Period, Tenant will be deemed to have waived its ROFR with respect to that transfer and those terms only, and Landlord will have the right to proceed with the proposed transaction with the prospective transferee on the terms and conditions contained in the ROFR Notice (the "Proposed Transaction"); provided, notwithstanding the foregoing, if the material economic terms, when considered collectively, of the Proposed Transaction thereafter change in favor of the prospective transferee by greater than five percent (5%) from the terms contained in the ROFR Notice, or if the sale of the Leased Premises to the prospective transferee is not consummated within 180 days after the end of the Notice Period, the revised terms of the unconsummated sale shall be considered a new offer subject to the ROFR provisions set forth herein.

(c) In the event Tenant elects to purchase the Leased Premises, Landlord and Tenant will be released from all obligations and liabilities under the Lease with the exception of those liabilities that accrued prior to the termination date and those obligations which, pursuant to the terms of the Lease, accrued prior to the termination date and survive termination or expiration of the Lease.

42. NET LEASE. (a) This is an absolute net lease and all Basic Rent and Additional Rent will be paid without notice or demand, except as otherwise expressly set forth herein, and without set-off, abatement, suspension, deferment, diminution, deduction, reduction, except as expressly provided for in this Lease.

(b) Except as otherwise expressly set forth herein, this Lease and the rights of Landlord and the obligations of Tenant hereunder will not be affected by any event or for any reason or cause whatsoever foreseen or unforeseen.

(c) The obligations of Tenant hereunder will be separate and independent covenants and agreements, all Basic Rent and Additional Rent will continue to be payable in all events except as expressly provided for in this Lease (or, in lieu thereof, Tenant will pay amounts equal thereto), and the obligations of Tenant hereunder will continue unaffected unless the requirement to pay or perform the same will have been terminated pursuant to an express provision of this Lease. The obligation to pay Basic Rent or amounts equal thereto will not be affected by any collection of rents by any governmental body pursuant to a tax lien or otherwise. All Basic Rent payable by Tenant hereunder constitutes "rent" for all purposes (including Section 502(b)(6) of the Federal Bankruptcy Code).

43. MASTER LEASE. This Lease constitutes a single master lease of all, but not less than all, of the Parcels. Landlord and Tenant have executed and delivered this Lease with the understanding that this Lease constitutes a unitary, unseverable instrument pertaining to all, but not less than all, of the Parcels, and that, except as specifically provided in this Lease, neither this Lease nor the duties, obligations or rights of Landlord and Tenant may be allocated or otherwise divided among the Leased Premises by Landlord and Tenant. Landlord and Tenant each further acknowledge and agree that each of Landlord and Tenant entered into this single master lease as part of the consideration for entering into the leasing transaction between the parties, and that the transaction would not have been consummated if there were to have been separate lease agreements for each Parcel of the Leased Premises. Each of the parties (1) waives any claim or defense based upon the characterization of this Lease as anything other than a master lease of all of the Parcels and irrevocably waives any claim or defense which asserts that this Lease is anything other than a master lease, (2) stipulates and agrees that it will not assert that this Lease is anything but a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Parcels, (3) stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Leased Premises as a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Parcels, and (4) shall support the intent of the parties that this Lease is a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Parcels, if, and to the extent that, any challenge occurs. This Lease is a "true lease" and not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease. The business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between landlord and tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained herein. Each of the parties (1) waives any claim or defense based upon the characterization of this Lease as anything other than a "true lease" or that asserts that this Lease is anything other than a "true lease," (2) stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Leased Premises as a "true lease," (3) stipulates and agrees that nothing contained in this Lease creates or is intended to create a joint venture, partnership (either de jure or de facto),

equitable mortgage, trust, financing device or arrangement, security interest or the like, and (4) shall support the intent of the parties that the lease of the Leased Premises pursuant to this Lease is a true lease and does not create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like, if, and to the extent that, any challenge occurs. The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this Section are a material inducement to each of Landlord and Tenant in entering into this Lease.

44. TRANSFERS BY LANDLORD. Landlord shall not convey, assign, sell or transfer (collectively, a "Transfer") the Leased Premises or any portion thereof or interest therein, either directly or indirectly, nor suffer to occur any such Transfer, to any person or entity (or a person or entity that is controlled by any person or entity) (collectively, a "Transferee") without Tenant's consent, not to be unreasonably withheld, to a Transferee who is a Competitor. Such restriction shall also apply to a direct or indirect Transfer of the membership interests in Landlord (or any successor or assign thereof).

45. STATE SPECIFIC PROVISIONS. With respect to those certain Leased Premises in each of the following states, the following provisions shall apply:

(a) Commonwealth of Virginia. For purposes of Section 55-2 of the Code of Virginia (1950), as amended, this Lease shall, is and shall be a deed of lease.

(b) State of Florida.

(1) No mechanic's liens shall lie against Landlord's interest in the Leased Premises, including the Improvements located thereon, arising as a result of any improvements made, or work performed, by or on behalf of Tenant, and no person who furnishes work, labor, services or materials to the Premises at the request of Tenant shall acquire any lien rights under Chapter 713, Florida Statutes, against the interest of Landlord. Further, Tenant hereby agrees to notify each and every contractor and subcontractor making any improvements to Tenant's leasehold interest that this Lease provides that the interest of Landlord shall not be subject to any liens for improvements made by Tenant.

(2) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

46. SPACE LEASES. The parties acknowledge and agree that certain of the Leased Premises are subject to certain leases and other occupancy arrangements with Tenant or an affiliate of Tenant as landlord thereunder (collectively, the "Space Leases") as set forth more fully on Schedule III attached hereto and, Tenant acknowledges and agrees that it leases the

Leased Premises from Landlord subject to such Space Leases and the rights of tenants thereunder. Except as set forth herein, Tenant shall retain the right to act as landlord under the Space Leases and shall possess all rights, obligations and liabilities as landlord thereunder during the entirety of this Lease term, including the right to retain all fees and income from such Space Leases; provided, however, that upon a termination of this Lease Tenant shall no longer be entitled to any income or fee earned under a Space Lease. Tenant shall not consent to any assignment or subletting of a tenant's interest in any Space Lease without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, nor shall Tenant agree to any material modification of a Space Lease that would become binding on Landlord without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. As used herein, the term "material modification" shall mean an amendment to a Space Lease, the effect of which would be to materially change either the monetary obligations of the tenant thereunder or the term thereof.

47. JOINT AND SEVERAL LIABILITY. Each tenant is jointly and severally liable and responsible for all of the obligations, agreements, payments, covenants, representations, warranties, indemnities, costs and expenses of Tenant under this Agreement. Each tenant jointly and severally agrees to make payments of Rent and perform all obligations of Tenant as and when such payment or performance is required under this Agreement. Landlord may rely upon the acts, notices, communications and agreements of or from Tenant as the acts, notices, communications and agreements of and from all tenants hereunder. All of Tenant's liability to Landlord shall, however, be the joint and several liability of all tenants as provided hereinabove.

48. ENTIRE AGREEMENT AND AMENDMENTS. This Lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged into this Lease. This Lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant. All covenants and agreements of this Lease will extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both Landlord and Tenant.

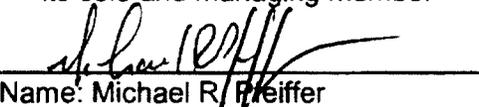
[REMAINDER OF PAGE BLANK; SIGNATURES ON SUBSEQUENT PAGE]

Landlord and Tenant have caused this Lease to be duly signed and sealed.

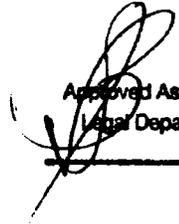
LANDLORD:

REALTY INCOME PROPERTIES 13, LLC, a Delaware
limited liability company

By: Realty Income Corporation,
a Maryland corporation
its sole and managing member

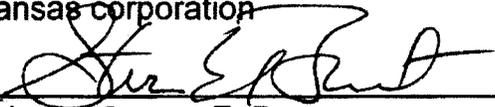
By: 
Name: Michael R. Pfeiffer
Title: Executive Vice-President, General Counsel

[SIGNATURES CONTINUE ON SUBSEQUENT PAGE]


Approved As To Form
Legal Department

TENANT:

FAMILY DOLLAR STORES OF ARKANSAS, INC., an
Arkansas corporation

By: 

Name: Steven E. Burt

Title: Vice President-Treasurer

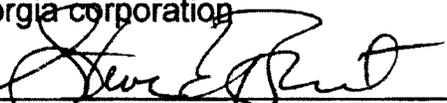
FAMILY DOLLAR STORES OF FLORIDA, INC., a
Florida corporation

By: 

Name: Steven E. Burt

Title: Treasurer

FAMILY DOLLAR STORES OF GEORGIA, INC., a
Georgia corporation

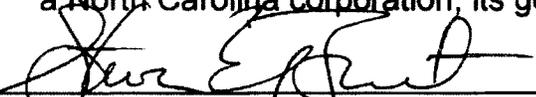
By: 

Name: Steven E. Burt

Title: Vice President-Treasurer

FAMILY DOLLAR STORES OF INDIANA, L.P., an
Indiana limited partnership

By: Family Dollar Holdings, Inc.,
a North Carolina corporation, its general partner

By: 

Name: Steven E. Burt

Title: Vice President-Treasurer

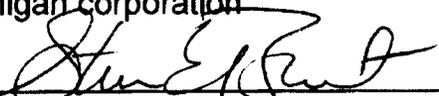
FAMILY DOLLAR STORES OF LOUISIANA, INC., a
Louisiana corporation

By: 

Name: Steven E. Burt

Title: Vice President-Treasurer

FAMILY DOLLAR STORES OF MICHIGAN, INC., a
Michigan corporation

By: 
Name: Steven E. Burt
Title: Vice President-Treasurer

FAMILY DOLLAR STORES OF NEW JERSEY INC., a
New Jersey corporation

By: 
Name: Steven E. Burt
Title: Vice President-Treasurer

FAMILY DOLLAR STORES OF OHIO, INC., an Ohio
corporation

By: 
Name: Steven E. Burt
Title: Vice President-Treasurer

FAMILY DOLLAR STORES OF OKLAHOMA, INC., an
Oklahoma corporation

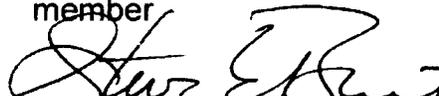
By: 
Name: Steven E. Burt
Title: Vice President-Treasurer

FAMILY DOLLAR STORES OF SOUTH CAROLINA,
INC., a South Carolina corporation

By: 
Name: Steven E. Burt
Title: Vice President-Treasurer

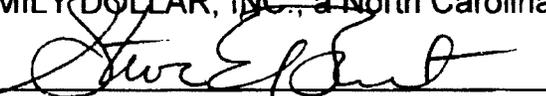
FAMILY DOLLAR STORES OF TEXAS, LLC, a Texas
limited liability company

By: Family Dollar Holdings, Inc.,
a North Carolina corporation, its managing
member

By: 
Name: Steven E. Burt
Title: Vice President-Treasurer

FAMILY DOLLAR, INC., a North Carolina corporation

By:



Name: Steven E. Burt

Title: Vice President-Treasurer

Exhibit A

Form of Memorandum of Lease

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to: Thomas E. Schoenheit, Esquire
Family Dollar Stores, Inc.
Post Office Box 1017
Charlotte, NC 28201-1017
Phone: (704) 847-6961

STATE OF _____

SHORT FORM LEASE

COUNTY OF _____

[NOTE TO SECRETARY: The paragraphs on Page 1 of the Lease Agreement, which describe the parties and the Leased Premises, are to be copied here and single-spaced.]

The Leased Premises are described on Exhibit B – Legal Description.

Tenant will have and hold the Leased Premises for an initial term ending on the ____ day of _____, _____, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for six (6) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the Leased Premises.

Landlord's Address:

Tenant's Address:

FAMILY DOLLAR STORES OF _____, INC.
Post Office Box 1017
Charlotte, North Carolina 28201-1017
Attn: Lease Administration Department

Witnesses [or ATTEST]:

LANDLORD
REALTY INCOME PROPERTIES 17, LLC, a Delaware
limited liability company

By: Realty Income Corporation,
a Maryland corporation
its sole and managing member

By: _____

Title: _____

ATTEST:

TENANT
FAMILY DOLLAR STORES OF _____, INC.

Thomas E. Schoenheit
Assistant Secretary

By: _____
Robert L. Rogers
Vice President
Real Estate Development

STATE OF _____

NOTARY

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that _____ personally appeared before me this day and that by the authority duly given and on behalf of _____ the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Printed Name: _____
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that ROBERT L. ROGERS and THOMAS E. SCHOENHEIT, Vice President-Real Estate Development and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF _____, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Printed Name: _____
Notary Public

My Commission Expires:

Exhibit B

Form of Subordination, Non-Disturbance and Attornment Agreement

STATE OF _____
COUNTY OF _____

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and among _____, a _____ (corporation, partnership, etc.), whose address is: _____; ("Landlord"); _____, whose address is: _____; ("Lender"); and FAMILY DOLLAR STORES OF _____, INC., a _____ corporation, whose address is Post Office Box 1017, Charlotte, North Carolina 28201 - 1017 ("Tenant");

WITNESSETH:

- A. Tenant entered into a Lease Agreement dated _____, (the "Lease") with Landlord for premises described on Schedule A attached hereto.
- B. Lender holds a mortgage or deed of trust (the "Mortgage") on the Leased Premises.
- C. Tenant and Lender desire to confirm their agreement with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

- 1. The Lease is and will be subordinate to the lien of the Mortgage and to all renewals, modifications and extensions thereof subject to the terms of this Agreement.
- 2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, the nonperformance of which would entitle Landlord to terminate the Lease, (i) Tenant's possession of the Leased Premises and Tenant's rights and privileges under the Lease, and any extensions or renewals thereof or acquisition of additional space which may be effected in accordance with any option therefor in the Lease, will not be diminished or interfered with by Lender in the exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the Leased Premises will not be disturbed by Lender in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.
- 3. If the interest of Landlord will be acquired by Lender or by anyone claiming an interest in the Leased Premises by or through Lender including any purchaser at a foreclosure sale (a "Successor Landlord") by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Lender or by deed in lieu of foreclosure, then Tenant and Lender or such Successor Landlord will be

bound to each other under all of the terms of the Lease for the balance of the term thereof remaining including any extensions or renewals thereof elected by Tenant, with the same force and effect as if Lender or such Successor Landlord were the Landlord under the Lease and Tenant hereby attorns to Lender or such Successor Landlord as the Landlord under the Lease, such attornment to be automatically effective without the execution of any further instrument. Notwithstanding the foregoing, Tenant will be under no obligation to pay rent to Lender or to such Successor Landlord until Tenant has received written notice from Lender or such Successor Landlord that it has acquired the interest of Landlord in the Leased Premises, which notice will be accompanied by reasonable documentation evidencing such acquisition. The respective rights and obligations of Tenant and Lender or such Successor Landlord upon such attornment will be as set forth in the Lease, it being the intention of the parties for this purpose to incorporate the Lease in this agreement by reference with the same force and effect as if set forth at length herein.

4 Landlord hereby agrees that if Lender notifies Tenant that Lender is entitled to receive the rent and/or any other payments including reimbursements, if any, due under the Lease pursuant to an Assignment of Rents or any other instrument or agreement signed by Landlord, then Tenant will be entitled to comply with said instrument upon being furnished a copy of it by Landlord or Lender, and Tenant may rely on any assertion by Lender that Lender is entitled to receive the rents (and if applicable, other payments due under the Lease), whether due to Landlord's default under the Mortgage, or otherwise, and Tenant will have no obligation to make any independent determination as to whether the assertions of Lender are true. Any rent or other sums paid to Lender upon Lender's demand will be deemed to be payments to Landlord pursuant to the Lease.

5. This Agreement will automatically expire upon the occurrence of either of the following: (i) The term of the Lease will expire or the Lease will be terminated, or (ii) the loan secured by the Mortgage will be paid in full by the Landlord such that neither Lender nor anyone claiming by or through Lender has any interest in the Leased Premises and the Mortgage will be released of record.

6. This Agreement may not be canceled or modified except by an agreement in writing signed by Lender and Tenant or their respective successors.

7. This Agreement and the rights and obligations hereunder of the Landlord, Tenant, and Lender will bind and inure to the benefit of their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witnesses [or ATTEST]:

LANDLORD

By: _____

Title: _____

Witnesses [or ATTEST]:

LENDER

By: _____

Title: _____

ATTEST:

Thomas E. Schoenheit
Assistant Secretary

TENANT
FAMILY DOLLAR STORES OF _____, INC.

By: _____

Robert L. Rogers
Vice President
Real Estate Development

STATE OF _____
COUNTY OF _____

NOTARY

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that _____ personally appeared before me this day and that by the authority duly given and on behalf of _____ the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Printed Name: _____
Notary Public

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

NOTARY

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that _____ personally appeared before me this day and that by the authority duly given and on behalf of _____ the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Printed Name: _____
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NOTARY

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that ROBERT L. ROGERS and THOMAS E. SCHOENHEIT, Vice President-Real Estate Development and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF _____, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Printed Name: _____
Notary Public

My Commission Expires: _____

Exhibit C

Allocable Rent

#	Store ID	Address	City	State	Zip	Rent
1	L00010	1105 N Kings Hwy	Myrtle Beach	SC	29577	\$51,314
2	L00500	2014 Norwich St	Brunswick	GA	31520	\$100,650
3	L00994	139 S Main St	Peebles	OH	45660	\$83,473
4	L01037	286 W Chestnut St	Marianna	AR	72360	\$44,100
5	L01347	616 W 10Th St	Metropolis	IL	62960	\$100,100
6	L01364	2780 Recker Highway	Winter Haven	FL	33880	\$83,675
7	L01607	1135 Wealthy St Se	Grand Rapids	MI	49506	\$100,800
8	L01653	2005 N Main St	Fort Worth	TX	76164	\$115,000
9	L03089	800 N Washington St	Lexington	NE	68850	\$70,947
10	L04006	610 N 5Th St	Rockport	IN	47635	\$39,010
11	L04294	1010 W Broadway St	Drumright	OK	74030	\$32,512
12	L04719	1701 S Stockton	Monahans	TX	79756	\$90,684
13	L04877	14420 Us Hwy 190 W	Onalaska	TX	77360	\$87,200
14	L05133	1519 Magnolia Ave	Port Neches	TX	77651	\$95,421
15	L05353	12861 Highway 371	Dixie Inn	LA	71055	\$61,041
16	L05798	700 E Zavala St	Crystal City	TX	78839	\$105,194
17	L05904	900 W Expressway 83	Sullivan City	TX	78595	\$95,053
18	L06629	861 N Larkin Ave	Joliet	IL	60435	\$75,990
19	L07996	5799 Fort Caroline Rd.	Jacksonville	FL	32277	\$121,604
20	L08065	11800 Nw 17Th Ave	Miami	FL	33167	\$124,062
21	L08174	8566 103Rd St	Jacksonville	FL	32210	\$110,525
22	L08230	121 OLD DUTCH MILL RD.	MALAGA	NJ	08328	\$98,233
23	L08413	2370 Nw 45Th Ter	Ocala	FL	34482	\$92,360
24	L08633	36471 Highway 74	Dutch Town	LA	70734	\$93,735
25	L08714	6440 W Gulf to Lake Highway	Crystal River	FL	34429	\$82,847
26	L08848	9111 Oakhurst Road	Seminole	FL	33776	\$103,624

Schedule I

Real Property

#	Store ID	Address	City	State
1	L00010	1105 N Kings Hwy	Myrtle Beach	SC
2	L00500	2014 Norwich St	Brunswick	GA
3	L00994	139 S Main St	Peebles	OH
4	L01037	286 W Chestnut St	Marianna	AR
5	L01347	616 W 10Th St	Metropolis	IL
6	L01364	2780 Recker Highway	Winter Haven	FL
7	L01607	1135 Wealthy St Se	Grand Rapids	MI
8	L01653	2005 N Main St	Fort Worth	TX
9	L03089	800 N Washington St	Lexington	NE *
10	L04006	610 N 5Th St	Rockport	IN
11	L04294	1010 W Broadway St	Drumright	OK
12	L04719	1701 S Stockton	Monahans	TX
13	L04877	14420 Us Hwy 190 W	Onalaska	TX
14	L05133	1519 Magnolia Ave	Port Neches	TX
15	L05353	12861 Highway 371	Dixie Inn	LA
16	L05798	700 E Zavala St	Crystal City	TX
17	L05904	900 W Expressway 83	Sullivan City	TX
18	L06629	861 N Larkin Ave	Joliet	IL
19	L07996	5799 Fort Caroline Rd.	Jacksonville	FL
20	L08065	11800 Nw 17Th Ave	Miami	FL
21	L08174	8566 103Rd St	Jacksonville	FL
22	L08230	121 OLD DUTCH MILL RD.	MALAGA	NJ
23	L08413	2370 Nw 45Th Ter	Ocala	FL
24	L08633	36471 Highway 74	Dutch Town	LA
25	L08714	6440 W Gulf to Lake Highway	Crystal River	FL
26	L08848	9111 Oakhurst Road	Seminole	FL

SCHEDULE III

Leased Premises with Space Leases



December 3, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar, Inc., duly authorize the employees, attorneys, and agents of Decisions Consulting to act on behalf of Family Dollar, Inc., and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications, or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Decisions Consulting
ATTN: Drina Miller
1100 Circle 75 Parkway, Suite 210
Atlanta, Georgia 30339
dmiller@decisions-consulting.com

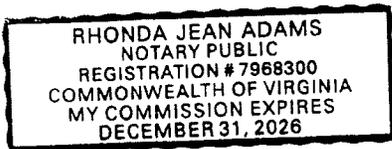
Additional authorized individuals are Rob Hosack, James Balli, Jonathan Crumly, Kelly Houston, Ashley Googer and all Licensing Specialists identified by the individuals listed herein. Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

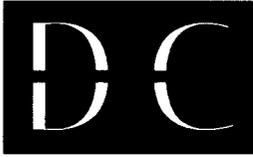
Harry R. Spencer
Assistant Secretary, Family Dollar, Inc.

Before me, HARRY R SPENCER on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5TH day of December, 2022.

Notary Public

My Commission expires: 12/31/2026



DECISIONS CONSULTING
1100 Circle 75 Parkway SE
Suite 210 Atlanta, GA 30339
Licensing Director: (678) 660-5121
licensing@decisions-consulting.com

May 11, 2023

VIA FEDERAL EXPRESS

Nebraska Liquor Control Commission
301 Centennial Mall South
Lincoln, NE 68509

Re: Family Dollar, Inc.
Family Dollar #23089 500 N Jackson St, Lexington, NE 68850

To Whom it May Concern:

Our firm is representing Family Dollar, Inc. regarding new Class B License – Beer Only applications for the above-referenced store location.

Enclosed, please find the following:

- 1.) Application for Class B License Application (Forms 100); Liquor License Corporation (Form 101); Controlling Corporation Insert (Form 185); Manager Application Insert (Form 103); Spousal Affidavit of Non-Participation Insert (Form 116); and Privacy Act Statement/Submission of Fingerprints
 - a. Fingerprint cards included for both Peter Allan Barnett and Chad Thomas
- 2.) Store Lease and Floor Plan

Please note that this application contains private, confidential and protected personal information of agents of the applicant. The Applicant would greatly appreciate you taking all possible steps (including redactions) to protect unnecessary disclosure of any private information provided in perpetuity.

Please do not hesitate to contact me at evalarino@decisions-consulting.com or by phone at (470) 763-7844 if you have any questions.

Sincerely,

DECISIONS CONSULTING

Elena Valarino

Elena Valarino, Licensing Specialist
evalarino@decisions-consulting.com
Drina Miller, National Licensing Director
dmiller@decisions-consulting.com