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This instrument prepared by  
and after recording return to:  
Annette Whitley  
Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072

Dollar General Store No. 17173  
Eagle, NE

STATE OF NEBRASKA

COUNTY OF CASS

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made and entered into this 24 day of August, 2016, by and between Colby Series I, LLC, a limited liability company, 13356 Metcalf Avenue, Overland Park, KS 62213 (the "Landlord") and Dolgencorp, LLC, a Kentucky limited liability company, 100 Mission Ridge, Goodlettsville, TN 37072 (the "Tenant").

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of October 19, 2015, (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in Cass County, Eagle, Nebraska, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The Lease contains provisions concerning the construction of the Demised Premises.

**Chicago Title Company, LLC**

3. The Demised Premises may be used for any lawful retail purpose.
  4. The term of the Lease shall be for a period of fifteen (15) years beginning on the Commencement Date as that term is defined in the Lease.
  5. Tenant shall be entitled to extend the term of the Lease for four (4) successive periods of five (5) years each, upon the terms and conditions therein set forth.
  6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as: a Family Dollar Store; Bill's Dollar Store; Fred's; Dollar Tree; Ninety-Nine Cents Only; Deals; Dollar Express; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express) (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.
  7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.
  8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.
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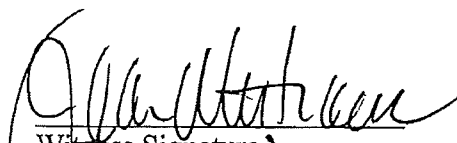

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

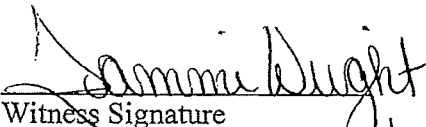
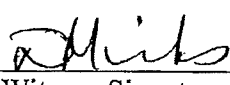
**LANDLORD:**

COLBY SERIES I, LLC  
a limited liability company

By: 

Its: Member

  
Witness Signature  
John White  
Witness Print  
  
Witness Signature  
Leland R Swartz  
Witness Print

  
Witness Signature  
Tammi Wright  
Witness Print  
  
Witness Signature  
Donna Hock  
Witness Print

**TENANT:**

DOLGENCORP, LLC  
a Kentucky limited liability company

By: 

Its: Clay D. Stephens  
Vice President of  
Real Estate & Leasing

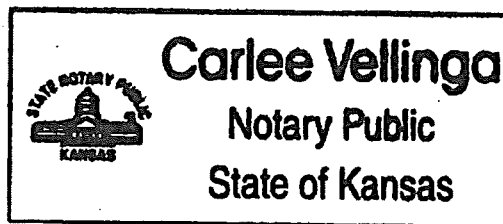
LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF KS )  
COUNTY OF Johnson ) SS

On this the 24 day of August, 2016, before me, the undersigned, personally appeared Tyler Oliver, who acknowledged himself/herself/themselves to be the Member of Colby Series 1, LLC, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as Member.

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

Carlee Vellinga  
My Commission Expires: 7/29/2020



TENANT

STATE OF TENNESSEE    )  
                                  ) SS  
COUNTY OF DAVIDSON    )

On this the 17th day of August, 2016, before me, the undersigned officer, personally appeared Clay D. Stephens, Vice President of Real Estate and Leasing of Dolgencorp, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Real Estate and Leasing.

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

Annette R. Whitley  
My Commission Expires: 7.2.18



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

The Northeast Quarter (NE1/4) in Section Twenty-Nine (29), Township Ten (10) North, Range Nine (9) East of the 6th Principal Meridian, Cass County, Nebraska, EXCEPT that portion deeded to the State of Nebraska for Highway Purposes as described in the Warranty Deed filed March 23, 1987 in Book 141, Page 207.

**PROPOSED LEGAL DESCRIPTION TO BE RECORDED**

Lot 1 of the Eagle Eyrie Addition to the Village of Eagle, a subdivision of a part of the Northeast Quarter of Section 29, Township 10 North, Range 9 East, of the 6th Principal Meridian, Cass County, Nebraska, according to the recorded plat thereof, and being more particularly described as follows:

Referring to the Northeast corner of said Section 29; thence westerly on an assumed bearing of North 90°00'00" West, on the North line of the Northeast Quarter of Section 29, 955.91 feet; thence southerly South 00°00'00" East, 65.00 feet, to a point of intersection on the southerly right of way line of Highway 34; thence South 00°06'25" East, 13.00 feet; thence westerly South 90°00'00" West, 66.00 feet, to the true Point of Beginning; thence following the perimeter of the described tract on the following bearings and distances: South 00°06'25" East, 290.00 feet; thence South 90°00'00" West, 180.00 feet; thence North 00°06'25" West, 290.00 feet; thence North 90°00'00" East, 180.00 feet, to the Point of Beginning.

Containing a total calculated area of 52,200 square feet, or 1.198 acres, more or less.