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State of Nebraska }
County of Seward } ss
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Sherry Schweitzer
Sherry Schweitzer, County Clerk
Fee: \$40.00
6 page document
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This instrument prepared by
and after recording return to:
Christine Nale
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 01547

STATE OF NEBRASKA

COUNTY OF SEWARD

MEMORANDUM OF LEASE

August **THIS MEMORANDUM OF LEASE** is made and entered into this 1st day of
2014, by and between 5700 Holdings, LLC., a limited liability company,
13356 Metcalf, Overland Park, KS 66213 (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 March 6, 2014,
(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 Seward County, Seward, 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


20141509C RC

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; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express) (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.
7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.
8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

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

LANDLORD:

5700 Holdings, LLC.
a limited liability company

By: 
Tyler S. Oliver
Its: Member


Witness Signature

Adam Blue
Witness Print


Witness Signature

Dawn Lowry
Witness Print


Witness Signature



Kathy Laird
Witness Print


Witness Signature

Tammy Harper
Witness Print

TENANT:

Dolgencorp, LLC.
a Kentucky limited liability company

By: 

Its: Vice President of Real Estate

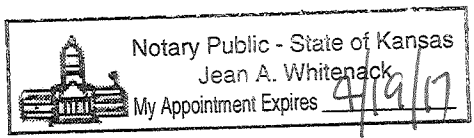
LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Kansas)
) SS
COUNTY OF Johnson)

On this the 1st day of August, 2014, before me, the undersigned, personally appeared Tyler S. Oliver, who acknowledged himself/herself/themselves to be the Manager member of 5700 Holdings, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as Manager member.

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

Jean A. Whitnack
My Commission Expires: 4/19/17 Jean A. Whitnack



TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 21st day of July, 2014, before me, the undersigned officer,
personally appeared Steve Baumholz, Vice President of Real
Estate 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.

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

Christine Nale
Christine Nale
My Commission Expires: 5/14/2017



EXHIBIT A

LEGAL DESCRIPTION

~~Lot 1~~, Dollar General Addition Minor Plat, located in the Southwest Quarter of Section 21, Township 11 North, Range 3 East, of the 6th P.M., City of Seward, Seward County, Nebraska.