

STATE OF IDAHO

LEASE AGREEMENT

COUNTY OF BANNOCK

THIS LEASE is made and entered into this 8th day of February, 2005, by and between NORTHERN UTAH PARTNERS, LLC, a Utah limited liability company (hereinafter called "Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation (hereinafter called "Tenant").

W I T N E S S E T H:

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord the following described premises situated in Landlord's shopping center located on the southeastern corner of the intersection of North Main Street and West Gould Street, in the City of Pocatello, County of Bannock, State of Idaho, and being that space including the roof and exterior walls containing approximately 8,249 (69' x 118' plus 5' x 21'6" irregular') interior square feet (hereinafter called the "demised premises"). The demised premises are shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof. The shopping center shall be defined as that portion of Exhibit B - Site Plan that will be owned by Landlord, which as of the date of this lease, is shown outlined in blue on Exhibit B - Site Plan. Tenant and its employees and invitees are also granted the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan.

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its



successors and assigns, for an initial term commencing as set forth in Paragraph 5 and ending on the 30th day of June, 2015; provided, however, if Tenant's gross sales (as hereinafter defined) are less than \$900,000.00 for the twelve consecutive month period ending June 30, 2010 (the "Sales Measurement Period"), then Tenant shall have and is hereby granted the one-time right, at it option, to terminate this lease effective one hundred twenty days after Tenant gives written notice of termination to Landlord, which notice shall be given to Landlord on or before October 31, 2010, accompanied by a statement of gross sales certified and signed as true and correct by an appropriate officer of Tenant. Tenant will operate in good faith. If Tenant is not open for business during the full twelve consecutive month period ending June 30, 2010 then the Sales Measurement Period shall be the last full twelve consecutive month period that Tenant was open for business. As of the effective date of termination, Tenant shall be relieved of and automatically released from all liabilities and obligations hereunder.

1. RENT. Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FOUR THOUSAND FOUR HUNDRED SIXTEEN AND 67/100 DOLLARS per month (\$53,000.04/annum) payable on or before the tenth day of each month beginning on the commencement date as set forth in Paragraph 5.

2. COVENANT OF TITLE AND AUTHORITY. 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 as of the date Landlord delivers the demised premises to Tenant, Landlord will be lawfully seized of the entire shopping center including the demised premises and have good title thereto; that the shopping center including the demised premises is free and clear of all encumbrances that would materially affect



Tenant's ability to operate a typical Family Dollar store, but Landlord may place a first mortgage or deed of trust on the demised premises so long as Tenant is provided a nondisturbance agreement that is consistent with Paragraph 21 of this lease; and that there are no laws, ordinances, government requirements or regulations or title restrictions, restrictions in other leases, or zoning or other matters which will restrict, limit or prevent the demised premises from being used for retail sales including the sale of merchandise typically sold by variety stores, discount stores, dollar stores or variety discount stores.

3. USE OF PREMISES. Landlord warrants that the demised premises may be used, but not limited to such use, by Tenant, among others, for the conduct of a variety store, discount store, dollar store or variety discount store. Tenant shall not be obligated to continuously occupy or operate a business on the demised premises. Whether or not Tenant is occupying the demised premises or conducting business thereon, Tenant shall be responsible for paying the 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. In the event that no business is conducted in the demised premises for six consecutive months for reasons other than strikes, lock-outs, labor troubles, failure of power or other utilities, fire or other casualty, restrictive governmental laws or regulations, riots, insurrection, war or other reason not the fault of Tenant or for any cause beyond Tenant's reasonable control or for remodeling or renovations, then Landlord shall have the option, to be exercised if ever within thirty days after the expiration of said six month period, to terminate this lease upon thirty days prior written notice to Tenant, provided that if a business is again conducted within the demised premises before the expiration of thirty days



after Tenant receives such notice, then such termination notice will be void and this lease will continue.

4. IMPROVEMENTS BY LANDLORD. Prior to delivering the demised premises to Tenant, Landlord shall make, at Landlord's expense, certain improvements to the demised premises as set forth on Exhibits A through A-2 attached hereto and made a part hereof and any needed repairs to the parking, service and access areas. During the progress of Landlord's work, Tenant's representatives may from time to time inspect the work and materials to determine whether they are in accordance with Exhibits A through A-2. In addition, prior to delivering the demised premises to Tenant, Landlord shall install a new 45 MIL GAF Ever Guard TPO Systems Roof system carrying a no dollar limit manufacturer's warranty for a minimum of ten (10) years. Landlord will deliver the demised premises to Tenant in "broom clean" condition free of fixtures, sign(s) and all other personal property of previous tenants, with no broken or cracked glass in windows or doors and with the heating, air conditioning, plumbing and electrical systems (including lighting) in good working order and with the roof in watertight condition. Landlord shall be responsible for removing all asbestos and for causing the demised premises to comply with all building and fire codes in effect on the date of this lease without regard to any grandfathering principles. In particular, Landlord shall ensure that any alterations or improvements made by Landlord to the demised premises will comply with the Standards for Accessible design for alterations included in Appendix A to the Title III implementing regulations for the Americans with Disabilities Act of 1990, and the common areas will be modified, if necessary, to meet those standards. Upon completion of Landlord's work, Landlord (either on its own or through its architect, engineer or contractor) shall certify that the work was

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performed in accordance with said standards by signing Exhibit C - ADA Certification. If governmental authorities require that any work be performed to other parts of the shopping center as a requirement of Tenant's opening for business, Landlord shall promptly cause such work to be done so as not to delay the completion of work to be performed by Tenant or Tenant's opening for business. The provisions of this Paragraph shall not relieve the Landlord of any of Landlord's obligations under Paragraphs 12, 12A, and 27 herein.

Landlord agrees to complete the improvements identified in Exhibits A through A-2 not later than April 1, 2005. If said improvements are not completed by May 1, 2005, then Tenant shall have the right, at its option, to cancel this lease by written notice to Landlord, but until (i) this lease is canceled or (ii) Landlord completes its improvements, provides Tenant with written notice of completion and delivers the demised premises to Tenant, Landlord shall pay to Tenant \$150 per day as liquidated damages. Landlord and Tenant agree to said liquidated damages because Landlord's failure to timely complete the improvements will cause Tenant to suffer economic losses, but such losses will be difficult to ascertain.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlord shall deliver the demised premises to Tenant along with a certificate of occupancy upon completion of Landlord's improvements, provided that Tenant shall not be required to accept delivery of the demised premises prior to the date Tenant and Landlord's mortgagee have entered into a nondisturbance agreement consistent with the terms of the paragraph of this lease entitled SUBORDINATION TO MORTGAGES and Landlord has provided the certification set forth on Exhibit C - ADA Certification. Landlord agrees to notify Tenant, in writing, of the date the



demised premises will be delivered to Tenant at least thirty (30) days prior to such date.

The term will begin upon the date Tenant accepts delivery of the demised premises, and rent will begin to accrue upon the earlier of (i) forty-five days after the date of delivery and acceptance of the demised premises with Landlord's improvements including any required repairs to the paved, marked and lighted parking, service and access areas fully completed, or (ii) the date Tenant opens for business in the demised premises.

6. TERM EXTENSIONS. The term of this lease shall be automatically extended one period at a time for six successive periods of five years each unless Tenant shall give written notice to Landlord canceling the next extended term at least one hundred and twenty (120) days before such extended term is scheduled to begin. If Tenant gives such notice, this lease will expire the day before such extended term is scheduled to begin. All of the terms, covenants and conditions of this lease shall apply to each such extended term except the amount of rent set forth below shall be substituted for the amount of rent set forth in Paragraph 1:

EXTENDED TERM	FIXED RENT
1st	\$4,858.34/month (\$58,300.08/annum)
2nd	\$5,344.17/month (\$64,130.04/annum)
3rd	\$5,878.59/month (\$70,543.08/annum)
4th	\$6,466.42/month (\$77,597.04/annum)
5th	\$7,113.09/month (\$85,357.08/annum)
6th	\$7,824.42/month (\$93,893.04/annum)

For all purposes under this lease, the phrases "the term of this lease" and "lease term" shall mean the initial term and any extension which comes into effect pursuant to this Paragraph.

7. ALTERATIONS BY TENANT. Tenant shall have the right at all times after the date of this lease to make, at its own



expense, such changes, improvements and alterations to the demised premises, including additions to the building thereon, as Tenant may desire except that Tenant will not make any structural alterations or improvements, other than relocating windows and doors, 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 the shopping center or the demised premises arising out of any labor or material furnished to Tenant pursuant to a contract with Tenant, Tenant shall promptly commence efforts to discharge the lien and shall diligently pursue such efforts until the lien is discharged; and Tenant shall also defend on Landlord's behalf, at Tenant's sole cost and expense, any action, suit or proceeding for the enforcement of any such lien, and Tenant shall pay any damages and satisfy and discharge any judgement entered thereon and save Landlord harmless from any claim or damage resulting therefrom.

8. FIXTURES. Tenant shall have the right to install on the demised premises such fixtures and equipment as Tenant desires for the operation of its business. Tenant shall, on termination of this lease, and may at any time during the lease term, remove from the demised premises all shelving, fixtures and equipment which Tenant installed at its own expense or otherwise acquired. Tenant will repair any damage caused by the removal of Tenant's shelving, fixtures and equipment. Tenant shall have the right to place trash dumpsters and recycling dumpsters in the rear of the demised premises, and, if permitted by local codes, telephones, vending machines and kiddie rides in front of the demised premises and to install communications equipment on the exterior of the demised premises or in the rear service area. Tenant's communications equipment will be installed in a good and workmanlike manner.

9. UTILITIES. Landlord shall ensure that electricity,



water, sanitary sewer service, gas (if available) and telephone service are properly connected to the demised premises in adequate supply and separately metered. Tenant shall pay directly to the utility provider all charges for all utilities used by Tenant in the demised premises. Except to the extent specifically stated in this lease, Tenant shall have no obligation to pay to Landlord any charges or fees billed to Landlord by any utility provider, unless the charges or fees are due to Tenant's use of the utilities prior to the time the utilities are switched to Tenant's name.

10. DAMAGE AND DESTRUCTION. Should the demised premises or the shopping center be damaged or destroyed by fire or other casualty, Landlord shall promptly, at Landlord's expense, remove all debris and repair, restore or rebuild so that thereafter the demised premises and the shopping center will be substantially the same as prior to such damage or destruction. Landlord's obligation shall include performing all work necessary to cause the demised premises and the shopping center to comply with then currently applicable building and fire codes. If the demised premises are damaged or destroyed, rents and other charges shall cease and abate on the date of the damage or destruction in proportion to the area of the demised premises rendered unusable and any rent paid in advance by Tenant will be refunded to Tenant. Such rents and other charges will begin to re-accrue upon the expiration of thirty days following the date the demised premises have been repaired, restored or rebuilt and possession tendered to Tenant. If Landlord does not repair, restore or rebuild the demised premises within 180 days, then Tenant may, at its option, terminate and cancel this lease.

Notwithstanding the foregoing, if the demised premises should be so extensively damaged as to require rebuilding and such damage occurs during the last year of the initial term of this lease or

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the last year of any extension thereof or during the Sales Measurement Period as defined in the paragraph proceeding Paragraph 1; then prior to Landlord's commencement of rebuilding Landlord may request in writing that Tenant agree to extend the then current term so that there will be five calendar years remaining from the date Tenant reopens for business in the demised premises. If Tenant refuses to agree to so extend the then current term, then Landlord shall not be obligated to rebuild the demised premises, and if Landlord elects not to rebuild, then either Landlord or Tenant may terminate this lease by giving written notice to the other party.

Notwithstanding the foregoing, provided Landlord has kept the demised premises insured as required by Paragraph 11 and Landlord has complied with the terms and conditions of its insurance policy, Landlord's obligation to restore or rebuild shall be subject to the insurer's payment of the insurance proceeds. Landlord shall use commercially reasonable efforts to obtain the insurance proceeds necessary for restoring or rebuilding. If, however, Landlord is unable to obtain such insurance proceeds, then Landlord shall not be obligated to restore or rebuild the demised premises; provided, however, that if Landlord is not obligated to restore or rebuild the demised premises and Landlord does not restore or rebuild the demised premises under the foregoing conditions, then Tenant, at its option, may elect to (i) restore or rebuild the demised premises and in doing so Tenant may reduce the size of the demised premises, or (ii) terminate this lease, in which case this lease shall end effective on the date of the casualty and any rent paid by Tenant applicable to the period after the casualty shall be promptly refunded to Tenant or (iii) agree to be relocated to comparable space in the shopping center. Notwithstanding any such termination, Tenant shall have the right

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to reinstate this lease and require Landlord to rebuild the demised premises if at any time within two years of the date of the casualty Landlord commences to rebuild in part of the shopping center or use the shopping center for retail purposes. If this lease is reinstated, the term and payment of rent shall recommence ninety days after the demised premises are delivered to Tenant and the term shall be the amount of time that remained on the lease term as of the date of the casualty. All other covenants and conditions shall be as stated in this lease. Tenant shall give notice to Landlord of Tenant's decision to reinstate this lease within sixty days after the earlier of the date Landlord notifies Tenant in writing that Landlord intends to rebuild a part of the shopping center or Tenant learns that Landlord commenced construction or began using the shopping center property for retail purposes within the above stated two year period.

11. INSURANCE. (a) Landlord agrees to keep the demised premises and the building comprising the shopping center insured to its full replacement cost against loss or damage by perils covered by "Causes of Loss - Special Form" insurance.

(b) Tenant shall maintain a commercial general liability insurance policy with a minimum single limit of \$2,000,000 for bodily injury, death and property damage insuring Tenant with respect to occurrences on the demised premises. Landlord will be named as an additional insured under said insurance policy.

(c) Landlord shall maintain a commercial general liability insurance policy with a minimum single limit of \$2,000,000 for bodily injury, death and property damage insuring Landlord with respect to the common areas (including without limitation, parking areas, sidewalks, ramps and service areas) in the shopping center. Tenant will be named as an additional insured under the policy but only for claims against Tenant arising out of the acts or



omissions of Landlord or arising from Landlord's management and control of the common areas.

(d) The insurance required to be carried by subparagraphs (a), (b) and (c) above will be issued by financially responsible insurers duly authorized to do business in the state where the demised premises are located. Certificates of such coverages from the insurers providing that the insurer will endeavor to give thirty days' written notice to Landlord or Tenant, as the case may be, prior to cancellation of any such insurance shall be furnished to Landlord or Tenant upon written request of either.

(e) Beginning on the rent commencement date, Tenant shall reimburse Landlord for Tenant's proportionate share of the insurance premium for the insurance Landlord is required to carry by subparagraphs (a) and (c) of this Paragraph. All premiums shall be reasonable and at competitive rates, and Tenant shall have no responsibility for payment of any increases occasioned by any addition or improvement to the shopping center other than to the demised premises, nor due to the use of any other premises in the shopping center in a manner which results in an increase in Landlord's premiums. Notwithstanding the foregoing, for the first insurance policy period of twelve full consecutive months beginning after the commencement of the term of this lease, Tenant's reimbursement to Landlord is estimated to be \$1,237.00. The amount of premiums to be reimbursed by Tenant shall be reduced on a per diem basis for any partial lease years.

Landlord shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of Tenant's proportionate share of said premium for the lease year or partial lease year. Such statement shall be accompanied by a copy of the declaration page of Landlord's policy, the schedule of premiums, proof of payment



of the premiums and an up-to-date schedule or plan showing the square foot floor area of all spaces in the shopping center whether occupied or unoccupied. Upon Tenant's written request, Landlord shall furnish any other information Tenant may reasonably require. In no event shall Tenant be responsible for reimbursing Landlord for any insurance premium unless Tenant has received such documentation and written request for reimbursement from Landlord within one hundred and twenty (120) days after the earlier of the date Landlord paid such premium or the date such premium was due and payable. Tenant shall reimburse Landlord within ninety (90) days after Tenant's receipt of request and documentation from Landlord.

12. MAINTENANCE AND REPAIRS. Landlord shall remedy any defect in workmanship, materials or equipment furnished by Landlord pursuant to Paragraph 4 of this lease provided Tenant notifies Landlord of the defect within twelve months of the rent commencement date. Except as set forth below, Landlord shall maintain the shopping center and keep it in good repair, and Landlord shall maintain and keep in good repair and replace when necessary all exterior portions of the building constituting part of the demised premises, including the roof, exterior walls, canopy, gutters and downspouts, and also all structural portions of the building whether interior or exterior. Landlord shall also be responsible for making any repairs made necessary to the demised premises by the settling of the shopping center building, any repairs to the interior of the building made necessary by Landlord's failure to maintain the exterior of the building, any repairs to exterior (including under slab) plumbing and electrical lines and repairs to interior sprinkler systems, if any. Landlord shall keep the parking, service and access area (and other exterior areas, if any) maintained and in a good state of repair.



Landlord shall be responsible for maintaining and repairing existing landscaping including mowing and for the removal of snow, ice, trash, weeds and debris from the parking, service and access areas and for maintenance of the parking lot lights and light standards and utility charges for the lighting of the parking, service and access areas and for restriping the parking areas.

Tenant shall maintain and repair all interior, non-structural portions of the building, except for repairs Landlord is required to make, and Tenant shall keep the interior plumbing, interior electrical and the heating and air conditioning systems in repair, except that during the last two years of the lease term, Tenant shall not be obligated to replace any major components of the heating and air conditioning systems including but not limited to any compressor, condenser, coils, controls, motor or heat exchanger. Tenant's election not to replace a major component shall impose no obligation on Landlord to do so, it being agreed that except for Landlord's initial installation of new heating and air conditioning systems as set forth in Paragraph 4 above and except for Landlord's one year guarantee of such systems as set forth in Paragraph 12A below, Landlord shall have no obligation to make any repairs to the heating and air conditioning systems.

Neither Landlord nor Tenant shall be responsible for repairs or replacements which are the direct result of the negligence of the other party unless such repairs or replacements are covered by insurance or required by this lease to be covered by insurance; provided, if the party charged with negligence disputes that it negligently caused the condition needing the repair, the party responsible for making the repair in the absence of the other party's negligence will make the repairs and replacements but shall have the right to recover the reasonable costs of the repairs or replacements from the negligent party unless the loss



is covered or required to be covered by insurance.

12A. HEATING AND AIR CONDITIONING SYSTEMS. Landlord shall furnish new heating and air conditioning systems manufactured by a national firm such as Lennox, Carrier or equivalent. The air conditioning system shall have a minimum capacity of 22.5 tons and shall be sufficient to maintain an even inside temperature of 72 degrees and a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum inside temperature of 72 degrees. Notwithstanding Tenant's repair obligations set forth in Paragraph 12 above, Landlord shall be responsible for making any necessary repairs to the heating and air conditioning systems for one year after the date Tenant opens for business in the demised premises.

12B. COMMON AREA MAINTENANCE. The common areas shall mean the paved (or concrete) driveways, parking areas, service areas, and exterior sidewalks and landscaped areas shown on Exhibit B - Site Plan. Landlord shall maintain the common areas in good order, condition and repair. Beginning on the rent commencement date, Tenant shall reimburse Landlord for Tenant's proportionate share of the following direct costs paid by Landlord in connection with the maintenance and repair of the common areas: maintenance and repair of existing landscaping including mowing; utility charges for lighting the parking, service and access areas; sweeping, snow removal and re-striping the parking, service and access areas; and repairs of the parking area lights and light standards. All of said costs shall be reasonable and at competitive rates, and Tenant shall have no responsibility for other charges and costs incurred by Landlord in connection with the maintenance and repair of the common areas.

Tenant's proportionate share shall be equal to a fraction, the numerator of which shall be the number of square feet of floor



area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, including the demised premises. The amount of Tenant's first common area maintenance payment is estimated to be \$8,249.00. Thereafter, the amount of Tenant's payment for common area maintenance costs in any lease year shall not exceed one hundred five percent of the amount of Tenant's payment for such costs in the prior lease year. The amount of such costs to be reimbursed by Tenant and the limit on such costs shall be reduced on a per diem basis for partial lease years. Snow removal costs means plowing, salting and sanding and shall not be subject to the cap on common area maintenance costs and when the cap is calculated, snow removal costs will be deducted from the number used to calculate the increase.

Landlord shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of Tenant's proportionate share of the common area maintenance costs for the prior lease year or partial lease year. Such statement shall be accompanied by documentation to support Landlord's request for reimbursement, including copies of paid invoices for all costs incurred, an up-to-date schedule or plan of all spaces in the shopping center whether occupied or unoccupied, and any other information Tenant may reasonably require. In no event shall Tenant be responsible for reimbursing Landlord for any common area maintenance costs unless Tenant has received such statement and documentation and written request for reimbursement from Landlord within one hundred twenty days after the end of the lease year in which such costs were incurred by Landlord. Tenant shall not be obligated to participate in the payment of any expenditures of a capital nature which pertain to the common areas, any expenditures in connection



with the construction of the common areas or correcting defects in construction, any expenditures for which Landlord is reimbursed through insurance or any costs not set forth above.

13. TAXES. Landlord shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the shopping center including the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or hereafter becomes a lien on the demised premises.

Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Beginning on the rent commencement date, Tenant shall reimburse Landlord for Tenant's proportionate share of real estate taxes on the shopping center. Tenant's proportionate share shall be equal to a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, including the demised premises. Notwithstanding the foregoing, for the first year after Tenant opens for business, Tenant's reimbursement to Landlord is estimated to be \$3,300.00. The amount of such taxes to be reimbursed by Tenant shall be reduced on a per diem basis for partial lease years.

Landlord agrees to notify Tenant in writing within thirty days after receiving notification of any planned increase in the assessed value of the shopping center. Tenant shall have the right to contest, by appropriate proceedings in Landlord's or Tenant's name, the validity or amount of any such increase. Landlord agrees to reasonably cooperate with Tenant in contesting any such increase. If Landlord fails to give written notice of





the increase to Tenant within such thirty day period, then Tenant shall not be responsible for reimbursing Landlord for any resulting tax increase for that particular tax year. Tenant may, in Landlord's name, apply for and pursue any exemption from or abatement of real estate taxes or any increase in such taxes available through any state or local programs, including but not limited to relief from an increased assessment of the demised premises due to any improvements made to the demised premises by Landlord or Tenant prior to the rent commencement date.

Landlord shall provide Tenant with a copy of the tax bill with evidence of Landlord's payment for each year beginning with the year in which the lease term commences and an up-to-date schedule or plan of all spaces in the shopping center whether occupied or unoccupied and any other information Tenant may reasonably require. In no event shall Tenant be responsible for reimbursing Landlord for any real estate taxes unless Tenant has received a copy of the tax bill with evidence of payment thereof and written request for reimbursement from Landlord within one hundred and twenty (120) days after the last day such taxes were due without penalty or interest. Tenant shall reimburse Landlord for real estate taxes ninety (90) days after Tenant's receipt of request and documentation from Landlord as set forth above.

14. UNPERFORMED COVENANTS. If Landlord fails to perform any affirmative covenant to be performed by Landlord pursuant to this lease, or if Landlord fails to make any payment which Landlord has agreed to make, and Landlord does not cure such failure within thirty days after Tenant gives written notice of such failure to Landlord (which thirty (30) day period shall be extended if Landlord's failure cannot, with reasonable diligence, be cured within said thirty (30) day period, provided Landlord commences to cure within said thirty (30) day period and thereafter diligently



pursues same to completion), or in the event of an emergency (any roof leak or any failure of the heating system or air conditioning system [during Landlord's one year guarantee of said systems as set forth in Paragraph 12A hereof] or any damage to the building constituting part of the demised premises which compromises the security of the building shall constitute an emergency), after such notice from Tenant as is reasonable under the circumstances, including notice by e-mail, fax or telephone, then Tenant may, at its option, perform such affirmative covenant or make any such payment as Landlord's agent and in Tenant's sole discretion as to the necessity therefor, and the full amount of the cost and expense incurred or the payment so made shall immediately be owing by Landlord to Tenant. In particular, if roof leaks occur more than two times in any twelve-month period, and Tenant has notified Landlord in writing after each of the first two occurrences, then whether or not Landlord has made repairs after the previously reported leaks, Tenant shall have the right to perform any required repairs or replacement. Tenant shall have the right to deduct the amount thereof, together with interest from the date of payment at the prime rate charged by Bank of America, its successors or assigns, plus four percent, without being in default, out of rents then due or thereafter coming due hereunder. The rights granted in this Paragraph shall not release Landlord from any obligation to perform any of the covenants to be performed by Landlord under this lease and shall be in addition to any other rights Tenant may have by reason of any default by Landlord. Landlord shall have the right to dispute any deduction made by Tenant, and may bring suit to recover all sums withheld. Landlord shall be entitled to interest on all sums wrongfully withheld by Tenant at the interest rate set forth in this Paragraph, which interest shall begin to accrue from the date



Tenant wrongfully withheld said sum, but Tenant shall not be in default for failure to pay any sums withheld unless Tenant fails to pay the amount of any final judgment in Landlord's favor within thirty days after the judgment is entered.

15. SIGNS. Tenant shall have the right to erect its standard building sign, undercanopy sign and freestanding road sign (or signs as similar to Tenant's standard signs as are allowed by local ordinances, including variances therefrom obtained by Tenant). Tenant shall repair any damage resulting from the installation or removal of its signs. Tenant may also erect other signs and decals (such as signs designating its hours of operation) on the exterior of the demised premises. Tenant shall obtain all governmental permits required in order to erect its signs. Tenant's road sign shall be located approximately as shown on Exhibit B - Site Plan but may be placed in a different location if necessary to satisfy governmental requirements or for other reasons. Landlord shall cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs.

16. CONDEMNATION. If the demised premises or any part thereof, or any part of the shopping center parking spaces used by Tenant in the normal operation of Tenant's business shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes or if Tenant is ever materially prohibited from making deliveries to Tenant's delivery door off West Gould Street or from trash removal off West Gould Street, Tenant shall have the right to terminate this lease, in which case any unearned rent shall be refunded to Tenant. If the entire demised premises or shopping center parking areas are taken in any proceeding by public authorities by condemnation or otherwise then either Landlord or Tenant can terminate this lease. If only a portion of the demised premises



or shopping center parking areas shall be taken by condemnation or other proceeding, and if Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises or shopping center parking areas are reduced by such condemnation or other proceeding. Landlord shall restore the demised premises or shopping center parking areas, as applicable, to as close to their condition as existed prior to the taking as is feasible. Tenant shall have the right to participate in any proceeding pertaining to condemnation of the demised premises or shopping center parking areas whether or not Tenant elects to terminate this lease and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.

17. TENANT'S DEFAULT. The following shall constitute events of default:

(a) Tenant shall fail to pay any installment of fixed rent when due and such failure shall continue for ten days after Tenant receives written notice of default from Landlord, or Tenant shall fail to pay any other sums due Landlord under this lease when due and such failure shall continue for thirty days after Tenant receives written notice of default from Landlord; or

(b) Tenant shall fail to perform or observe any other material agreement or condition on its part to be performed or observed, and Tenant shall fail to commence to cure such default within thirty days after receipt of notice of said default from Landlord or having commenced to cure such default, Tenant shall fail to diligently pursue the curing of the default thereafter.

(c) Tenant shall be adjudicated to be bankrupt; or Tenant shall file in any court a petition in bankruptcy, or for any reorganization pursuant to the provisions of any state or federal



insolvency or bankruptcy act; or any involuntary petition in bankruptcy shall be filed against Tenant, and such petition shall not be vacated or withdrawn within one year after the date of filing thereof; or Tenant shall make a general assignment for the benefit of creditors; or a receiver or trustee of all or a portion of Tenant's property shall be appointed, and such appointment shall not be vacated within one hundred eighty days after it is made; provided that also as a result of any such event described in this clause (c), Tenant ceases to pay rent and fails to cure such default in its payment of rent prior to the expiration of the cure period described in clause (a) above.

Upon the occurrence of an event of default, Landlord may declare the term ended and enter into the demised premises by due process of law, and expel Tenant and repossess and enjoy the demised premises as though this lease had by its terms expired. Should the lease term at any time be ended by Landlord under the terms and conditions of this Paragraph, Tenant shall peaceably surrender the demised premises to Landlord. Provided that Landlord uses commercially reasonable efforts to relet the demised premises for the highest obtainable rent taking into consideration the condition of the demised premises and general market conditions, no termination of this lease shall 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 demised 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 demised premises are relet with any such rent or deficiency in rent and other charges to be paid as such obligations become due hereunder in monthly or other periodic installments. In addition,



Tenant shall be liable for the reasonable costs of reletting the demised premises, but such costs shall not include any attorneys' fees to negotiate a lease with a new tenant or any costs to alter or improve the demised premises for a new tenant. This Paragraph 17 shall survive the early termination of this lease.

18. SURRENDER OF POSSESSION. Upon the termination of this lease, Tenant shall surrender the demised premises 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 shall not lease (or permit the leasing or subleasing of) or sell any space in the shopping center nor on other property owned or controlled by Landlord or any partner or principal of Landlord within two miles of the demised premises to any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising. This Paragraph is not intended to prohibit Landlord from leasing or selling space to a drugstore, toy store, hobby store, sporting goods store, card and gift store, hardware store, home improvement store, auto supply store, electronics store, office supply store or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware.

If there is a breach of this Paragraph by Landlord, Tenant's rights and remedies shall include, but not be limited to, the right at any time thereafter to elect to terminate this lease, and upon such election, this lease shall be terminated and Tenant shall be released and discharged of and from all further liability hereunder. So long as such breach exists and Tenant has not



terminated this lease, Tenant's only obligation with respect to rent shall be the payment of the lesser of (i) the fixed rent set forth in Paragraph 1 above, or (ii) percentage rent of two percent (2%) of Tenant's gross sales (as defined below), with no fixed rent, such percentage rent to be payable within ninety days after the end of each lease year. The term "lease year" shall mean the calendar year and shall always end on December 31. "Gross sales" shall mean all sales made from the demised premises excluding sales tax, excise tax, refunds, void sales and sales from vending machines. Such rights and remedies shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

20. MUTUAL WAIVER AND INDEMNITY. Landlord and Tenant hereby release all claims and waive all rights of recovery against the 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 same is covered by insurance or is required by the terms of this lease to be covered by insurance; provided, however, nothing contained in this Paragraph shall affect Landlord's obligation to repair or rebuild the demised premises as otherwise stated in this lease. All policies insuring the property of Landlord or Tenant shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against the other party to this lease and their directors, officers, agents, employees, successors, sublessees and assigns.

Subject to this Paragraph 20, from and after the date possession of the demised premises is delivered to Tenant and thereafter during the term of this lease, Tenant will defend, indemnify and save Landlord harmless from any claims, liability,



loss, cost or expense (including attorneys fees) on account of any injury to any third person or to any third person's property occurring in the demised premises or arising out of Tenant's failure to perform its obligations under this lease provided that such injury does not result from the acts or omissions of Landlord, its agents or employees.

Subject to this Paragraph 20, from and after the date possession of the demised premises is delivered to Tenant and thereafter during the term of this lease, Landlord will defend, indemnify and save Tenant harmless from any claims, liability, loss, cost or expense (including attorneys fees) on account of any injury to any third person or to any third person's property occurring in the shopping center but outside the demised premises or arising out of Landlord's failure to perform its obligations under this lease provided that such injury does not result from the acts or omissions of Tenant, its agents or employees.

21. SUBORDINATION TO MORTGAGES. Upon Landlord's request, Tenant shall sign, acknowledge and deliver to Landlord Tenant's standard form Subordination, Non-Disturbance and Attornment Agreement. Such agreement shall provide that this lease shall be subordinated to the lien of the mortgage or deed of trust (hereinafter called "Mortgage") which Landlord is placing on the demised premises, but that Tenant's rights under this lease will not be impaired or diminished, its tenancy shall not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, this lease shall continue in full force and effect, and Tenant's rights, including any rights to extend the term as provided herein, shall survive. During the term of this lease, Tenant shall provide one such agreement free of charge every five years, after which any subordination documentation provided by Tenant shall be subject to a processing fee payable to Tenant. Landlord's request for said subsequent subordination documentation

INITIAL  
RHU  
HERE



shall be accompanied by Landlord's check in the amount of \$300.00. Landlord agrees to provide to Tenant free of charge within thirty days after the date of this lease such agreements from all present Mortgagees.

22. HOLDING OVER. If Tenant remains in possession after the expiration of the term of this lease, Tenant shall occupy the demised premises as a Tenant from month-to-month, but both Landlord and Tenant shall otherwise be subject to all of the provisions of this lease applicable during the last year of the lease term; provided, however, if Tenant fails to surrender and vacate the demised premises within thirty days after Tenant's receipt of written notice to vacate from Landlord, Tenant shall pay, as liquidated damages, an amount equal to one hundred ten percent (110%) of the monthly fixed rental payment due for the last month of the lease term immediately preceding said holding over, for as long as Tenant remains in possession of the demised premises.

23. PARKING AREA. Landlord acknowledges that convenient automobile access and parking for Tenant's customers is critical to the successful operation of Tenant's business. Landlord agrees not to build any buildings in the shopping center except as shown on Exhibit B - Site Plan, and that all area shown on Exhibit B as parking shall always be devoted to marked, lighted, paved parking area. Landlord agrees that all entrances, exits, driveways and service areas will remain substantially as shown on Exhibit B. Landlord further agrees to always provide the minimum number of paved, marked and lighted parking spaces for full size automobiles as is required by governmental codes. Landlord agrees not to lease any space in the shopping center within two hundred feet of the demised premises for use as a theater, bowling alley, bingo parlor, game arcade or other entertainment facility, a bar,



tavern, lounge or nightclub, any establishment featuring or selling as a substantial part of its business "adults only" or x-rated books, magazines, videotapes, video discs or novelties, a gym or fitness center, a car dealership or used car lot, as a school, training facility or meeting hall or as a restaurant except a fast food restaurant. This Paragraph shall not apply to any tenant open for business in the shopping center at the date of this lease and identified on Exhibit B - Site Plan, so long as any such tenant continues to operate the same type of business as it is operating on the date of this lease, or so long as any change in use by such tenant is not subject to Landlord's consent.

24. NOTICES. All notices provided for in this lease shall be in writing and unless otherwise stated shall be deemed to have been given when addressed as set forth below and (i) deposited in the United States mail sent via Certified Mail, Return Receipt Requested, and any notice sent in this manner shall be deemed given even if the party to whom such notice is sent refuses to accept delivery, or (ii) sent by commercial overnight national delivery service capable of providing written proof of delivery:

As to Landlord: NORTHERN UTAH PARTNERS, LLC  
175 East 400 South, Suite 700  
Salt Lake City, UT 84111

As to Tenant:  
For U.S. Mail: Lease Administration Department  
FAMILY DOLLAR, INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

-or-

For Overnight  
Delivery: Lease Administration Department  
FAMILY DOLLAR, INC.  
10401 Monroe Road  
Matthews, North Carolina 28105

Either Landlord or Tenant may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph. All payments of rents shall be mailed to the Landlord at the address designated



above. Tenant shall not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and acceptable to Tenant designating the person or entity to receive rent, and if applicable, providing notice of the transfer of the Landlord's interest in the demised premises.

25. RECORDING. Landlord agrees at Landlord's expense to cause a memorandum of this lease or a short form lease (hereinafter called the "Memorandum") 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 the demised premises are located and Landlord shall return the recorded Memorandum to Tenant within sixty days after execution of this lease. Landlord shall furnish an accurate legal description of the demised premises or shopping center if needed to record the Memorandum. If Landlord fails to return the recorded Memorandum to Tenant within said sixty day period, then Tenant may proceed to record on behalf of Landlord and Landlord shall promptly reimburse Tenant for all expenses in connection with recordation.

26. QUIET ENJOYMENT. Landlord covenants and warrants that Tenant shall have and enjoy during the term of this lease the quiet and undisturbed possession of the demised premises together with all appurtenances appertaining thereto. Rents and other charges due under this lease shall abate during any period of time Tenant is deprived of the use of the demised premises due to Landlord's willful acts.

27. COMPLIANCE WITH LAWS. Landlord warrants that an investigation of the demised premises sufficient to comply with all applicable environmental laws has been made to satisfy Landlord that the shopping center property is free of



contamination from any hazardous or toxic substances. Landlord shall defend, indemnify and hold Tenant harmless from any claims, losses or damages resulting from any contamination of the shopping center property or the demised premises due to the acts of Landlord or Landlord's agents. Landlord shall, at Landlord'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 physical or environmental condition of the shopping center and the demised premises, including without limitation laws pertaining to disabled persons, radon, hazardous substances and sprinkler systems including maintenance and monitoring of such systems.

Tenant shall, at Tenant's sole expense, comply with all of 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 manner in which Tenant operates its business on the demised premises including, without limitation, Tenant's handling, storage, transportation, use and disposal of toxic or hazardous or flammable materials.

28. PARAGRAPH HEADINGS; ETC. The numbered sections of this lease are referred to as Paragraphs, and the phrase "this Paragraph" shall mean the entire numbered Paragraph and not just a grammatical paragraph contained within a numbered Paragraph. The Paragraph headings throughout this lease are for convenience and reference only, and words contained therein shall 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, the remainder of this lease shall not be affected, and all other provisions shall be valid and enforceable to the fullest extent



permitted by law. If any words are stricken from this lease, whether such words are preprinted, typewritten or handwritten, no inferences shall be drawn as to the parties' intent in striking the deleted words and this lease and the parties' intent shall 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 shall not be applied. The term "lease year" shall mean the calendar year and shall always end on December 31.

29. FACSIMILE 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 other electronic means. Facsimile or electronic signatures shall be as valid and binding upon the parties as are original ink signatures. If a party (referred to in the remainder of this Paragraph as the "Sender", whether Landlord or Tenant) who receives a signed lease from the other (whether such 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 Paragraph as the "Receiver"), then the sending of the signature page shall 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 shall not be deemed 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 in any way 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 ink counterparts of this lease with the Sender's signature notarized and witnessed, or attested if applicable, and the Sender shall promptly comply with the request.

30. 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 shall remain confidential and shall 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 shopping center.

31. CONTINGENCIES. This lease is contingent upon (a) Landlord obtaining all governmental approvals necessary for Landlord's improvements described in Paragraph 4 above and (b) Landlord purchasing the shopping center. If Landlord does not obtain all such governmental approvals and purchase the shopping center within six months after this lease is fully executed, then Tenant may terminate this lease by giving written notice to Landlord at any time prior to the closing. If Landlord does not obtain all such governmental approvals and purchase the shopping center within one year after this lease is fully executed, then Landlord may terminate this lease by giving written notice to Tenant at any time prior to the closing. If this lease is terminated both Landlord and Tenant shall be released from all obligations hereunder.

32. LEASE BINDING ON HEIRS. All covenants and agreements herein made shall extend to and be binding upon the heirs,



devises, executors, administrators, successors in interest, and assigns of both the Landlords and Tenant.

33. RIGHT OF ACCESS. Upon reasonable notice, Tenant will permit Landlord, its agents, employees and contractors to enter the demised premises during normal business hours to inspect the same, to perform necessary maintenance or repairs, to enforce or carry out any provision of this lease, and to show the demised premises to prospective lenders and bona fide purchasers. Any such activities by Landlord shall be performed in a manner which will minimize any interruption of Tenant's business. Landlord shall not place any "For Rent", "To Let", "For Sale" or similar notice on the demised premises, and any such sign placed in the common areas shall not indicate that the demised premises are available for rent other than by reference to size of the demised premises.

34. ATTORNEY'S FEES. In the event of litigation between Landlord and Tenant arising out of this lease or Tenant's occupancy of the demised premises, the prevailing party shall be entitled to recover reasonable attorneys' fees and other litigation expenses and court costs, all as awarded by the court.

35. FORCE MAJEURE. If either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder 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 such act shall be excused for the period of the delay and any time limit imposed by this lease for the performance of any such act shall be extended for a period equivalent to the delay. Notwithstanding the foregoing, (a) if the other party desires to perform the act required of the delayed party and is able to do so, such party shall have the right to



perform the act and recover the reasonable costs thereof from the delayed party, and (b) in no event shall the time period for Landlord's delivery of the demised premises to Tenant pursuant to Paragraphs 4, 5 and 10 be extended pursuant to this Paragraph by more than one hundred and twenty (120) days.

36. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant.

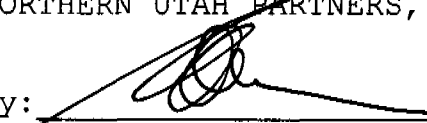
IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be duly executed and sealed, as of the day and year first above written.

Witnesses:


\_\_\_\_\_  
\_\_\_\_\_

LANDLORD  
NORTHERN UTAH PARTNERS, LLC (SEAL)

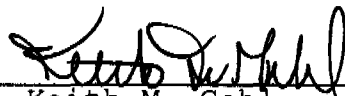
By: \_\_\_\_\_

  
Gregory A. Stuart  
Managing Member

ATTEST:

  
Thomas E. Schoenheit  
Assistant Secretary

By: \_\_\_\_\_

  
Keith M. Gehl  
Senior Vice President





STATE OF UTAH

NOTARY

COUNTY OF Salt Lake

I, Keri Warr, a Notary Public in and for the aforesaid State and County, do hereby certify that GREGORY A. STUART, Managing Member, personally appeared before me this day and that by the authority duly given and on behalf of NORTHERN UTAH PARTNERS, LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

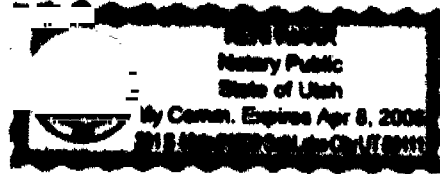
WITNESS my hand and notarial seal this the 11<sup>th</sup> day of Feb., 2005.

*Keri Warr*

Printed Name: \_\_\_\_\_  
Notary Public

My Commission Expires:

4/8/06



NOTARY

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Georgina M. Ray, a Notary Public in and for the aforesaid State and County, do hereby certify that KEITH M. GEHL and THOMAS E. SCHOENHEIT, Senior Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR, 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 8<sup>th</sup> day of February, 2005.

*Georgina M Ray*  
Georgina M. Ray  
Notary Public

My Commission Expires:

05/01/2008



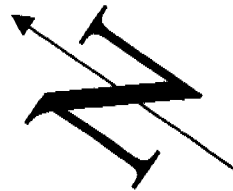
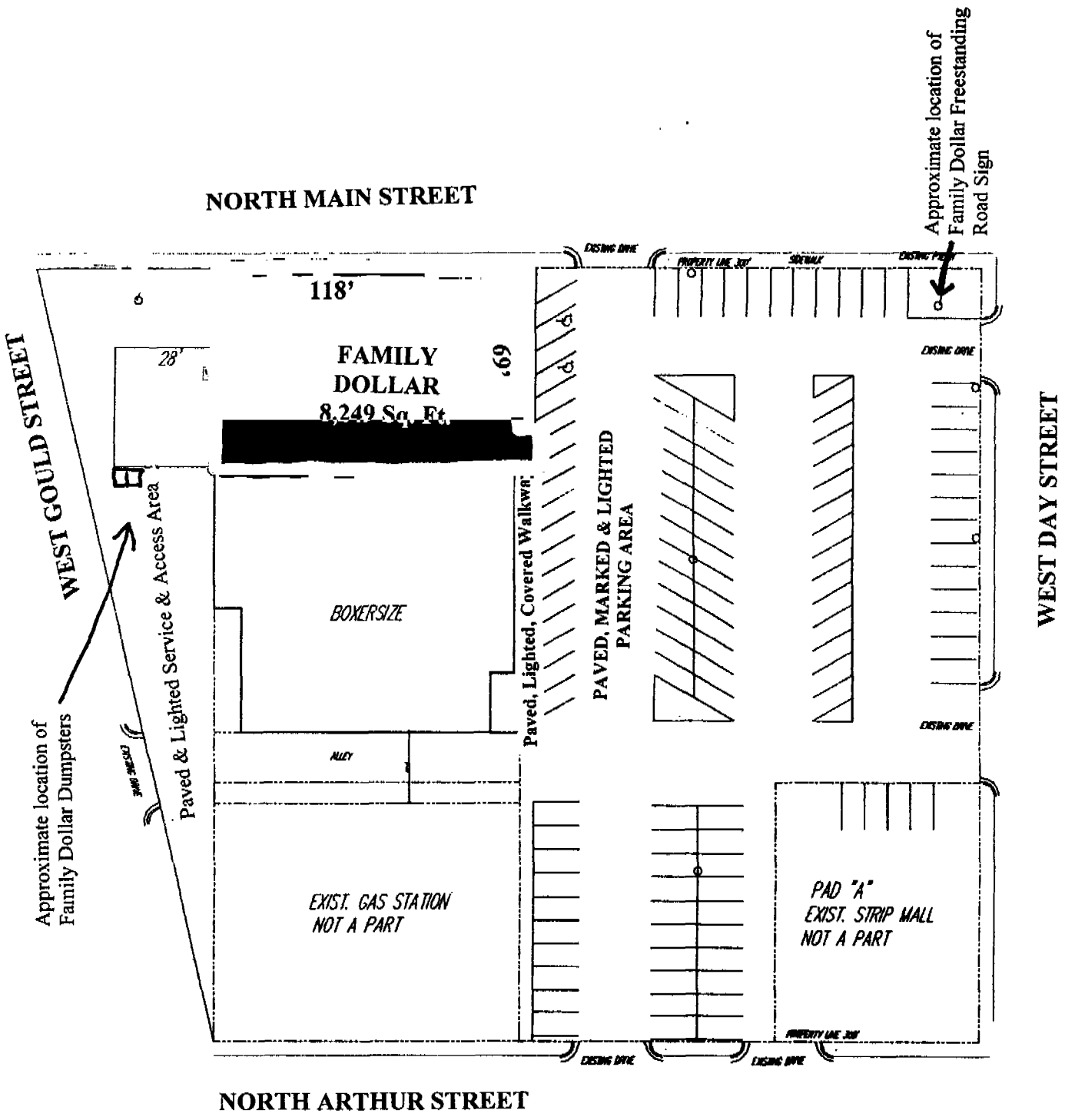


EXHIBIT B - SITE PLAN  
 PROJECT #123404  
 LEASE DATED: FEBRUARY 8, 2005  
 LOCATION: POCAHELLO, IDAHO  
 LANDLORD: [Signature] TENANT: RHU

**IMPROVEMENTS BY LANDLORD  
EXHIBIT A  
FAMILY DOLLAR STORES  
1433 North Main Street  
Pocatello, ID 83201  
PROJECT NO: 123404**

**DEFINITIONS:**

The "Demised Premises" means the property or space identified on page 1 of the lease to which this exhibit is attached. Tenant's Standard Plans and Specifications shall be those documents listed below and attached hereto and further defined as an Exhibit.

LEFT shall refer to the left side of the Demised Premises when standing at the storefront and looking into the rear of the space. RIGHT shall refer to the right side of the Demised Premises when standing at the storefront and looking into the rear of the space.

Tenant's Representative during construction shall be defined as Store Services, Family Dollar Stores, P.O. Box 1017, Charlotte, NC 28201.

**GENERAL REQUIREMENTS:**

All work shall be completed in a good workmanlike manner and in compliance with all applicable codes.

Landlord or General Contractor shall perform any/all work required to cause the entire demised premises to comply with laws pertaining to accessibility by disabled persons (ADA) and will obtain and install a Certificate of Occupancy and Health Certificate (if required). Certificate(s) shall be installed in an 8-1/2" x 11" frame on the outside of the office wall in a conspicuous location. This shall be concluded prior to delivering the demised premises to Tenant.

Landlord or General Contractor shall have all interior and exterior doors meet the following ADA requirements pertaining to working force on door closures. Exterior doors should be between 10 to 15 lbs of force. Interior doors should be at 5 lbs of force.

There shall be no changes to or deviations from the requirements of this Exhibit or from the attached drawings unless such changes or deviations are approved in writing by Tenant prior to the work being done.

Plans and Specifications prepared for the completion of this project shall be forwarded to Tenant's Architect for approval. Three sets of these plans shall be forwarded to Store Planning, Family Dollar Stores, P.O. Box 1017, Charlotte, NC 28201.

EXHIBIT A - IMPROVEMENTS BY LANDLORD  
PAGE 1 of 13  
LEASE DATED: FEBRUARY 8, 2005  
LOCATION: POCATELLO, IDAHO  
LANDLORD: \_\_\_\_\_ TENANT: \_\_\_\_\_



If the Construction Contract is in excess of \$90,000.00 a Payment and Performance Bond is to be issued by the General Contractor equal to or greater than the actual Construction Contract. Said Payment and Performance Bond is to be issued to Family Dollar Stores - Store Services Department, Attn: Selena Summey - with Construction Contract.

Absolutely no payment will be issued by Family Dollar to the General Contractor without said Payment and Performance Bond received. Does not apply to Landlords Scope of Work.

**WARRANTIES:**

All submissions shall be forwarded to Tenant's Representative at the designated address.

All manufacturer's warranties for new equipment or material installed in this project shall be provided to the Tenant in full force.

All new HVAC equipment shall be warranted for not less than one year and have a five-year compressor warranty.

Test all HVAC Units for A/C and Heat prior to FDS possession of space.

Separate Meter is noted as an individual meter to space, NOT SUB-METERED.

All labor and construction shall be warranted by the Landlord or General Contractor for one year from the date Tenant opens for business.

**A. DEMOLITION:**

- 1 Remove all interior partitions from the Demised Premises to provide a clear space throughout ready for new finishes.
- 2 Remove mezzanine and stairway to mezzanine.
- 3 Remove raised platform to provide level floor.
- 4 Remove existing storefront vestibule.
- 5 Remove existing flooring throughout the Demised Premises and repair sub-floor as necessary to provide a smooth, level surface.
- 6 Remove existing wall finishes and prepare walls for new work/finishes.
- 7 Cap off all plumbing lines, which are not to be reused, flush with adjacent surfaces.
- 8 Cap off or terminate all electrical distribution lines, which are not to be reused, flush with adjacent surfaces.
- 9 Remove all lighting fixtures throughout the Demised Premises in preparation for installation of new FDS specified lighting as indicated in section Lighting section.



- 10 Remove all asbestos containing materials as required by code. Provide to Family Dollar a closure letter stating that to the best of your knowledge the space is free of Asbestos.
- 11 Demo existing HVAC in existing Demised Premises.
- 12 Remove existing Columns covers.
- 13 Remove alarm Panel and Components. Contact FDS Project Manager to discuss possible use.
- 14 Remove excess Phone Equipment and related wiring.

**B. UTILITIES:**

- 1 G.C. to provide Temporary Utilities to space. FDS will provide permanent power for transfer at completion of Construction and possession of space by FDS.
- 2 Landlord to insure all utilities are separately metered to the FDS demised space.

**C. STRUCTURAL WORK:**

- 1 Replace missing structural column (5th column back on Right Hand side of space as you face the rear of the space) or provide engineered drawings confirming column is not needed.

**D. CARPENTRY:**

- 1 Construct two complete toilet rooms with walls, 3' wide solid core wood door(s) with closer (YALE 4020 - painted) closure should not exceed ADA code of 5lb opening force and privacy lock (SCHLAGE A40S-LEV-626), gypsum board ceiling and 3/4" plywood deck above in location shown on Floor Plan. Furnish all scheduled toilet room accessories. All work shall be in compliance with Local Codes and Conform to ADA Standards. Include (2) two 3'-0"L x 8"d (min.) white adjustable shelves over each toilet. Provide Ceramic Tile and/or FRP if Necessary by Code.
- 2 Construct Manager's Office (in receiving room) complete with walls (3 5/8" metal stud framing with 5/8" fire rated gypsum board), 3'-0" wide solid core wood door w/ 180 degree peepsite at 5'-0" a.f.f., door closer (YALE 4020 - painted) closure should not exceed ADA code of 5lb opening force, keyed deadbolt with inside thumb turn provide lock guard, Storeroom function lever type door set (SCHLAGE A80PD-LEV-626), gypsum board ceiling and 3/4" plywood deck above in location shown on Floor Plan. Construct a 26" deep Laminated countertop w/ Backsplash and Bullnose front. Finished height to be 30" A.F.F. Include 12" deep wood shelf at 60" A.F.F. See cut sheet for specification on desk and shelf.
- 3 Furr left side Sales Area wall as necessary to provide a flush wall finish with no projections.



- 4 Furr right side Sales Area wall as necessary to provide a flush wall finish with no projections.
- 5 Furr rear Sales Area wall as necessary to provide a flush wall finish with no projections.
- 6 Furr front Sales Area wall as necessary to provide a flush wall finish with no projections.
- 7 Install drywall from floor to ceiling in the following areas:
  - a: all interior front walls above, below and around glass.
  - b: front 20'-0" of all interior side walls adjacent to the storefront.
  - c: a minimum of 4'-0" on each side of all doors and all corners in the sales area.
- 8 Install drywall on all sales area walls above 6' 10" in height to the ceiling.
- 9 Frame and Finish New 6' x 7' Cased Opening in Receiving Room Wall for new Double Swing Door.
- 10 Construct a 26" deep Laminated countertop w/ Backsplash and Bullnose front in the Manager's Office. Finished height to be 30" A.F.F. Include 12" deep wood shelf at 60" A.F.F. See cut sheet or Bluelines for specification on desk and shelf.
- 11 Provide blocking for in walls for Electric Hand Dryer and Shelving in Restrooms. Location to be determined by Tenant Construction Representative.
- 12 Supply and install a 96" x 48" x 3/4" CDX communication Board for use by demarc connection and outside installer. Mount and secure bottom of board at 2'-0" a.f.f. Board should be able to carry a min of 225 lbs. See plans for exact location.

**E. DOORS AND HARDWARE:**

- 1 Replace existing exterior freight receiving door with new steel frame and new single 4' hollow metal door opening outward, complete with Arm-A-Dor - Model #A10x-xxx (x-xxx determined by width of door and door jam) security alarm and bar (FDS supplied) Contact 800-342-7670 for information, 180 degree Peepsite @ 5' A.F.F., door closer (Yale 4020) closure should not exceed ADA code of 10lb - 15lb opening force, weather-stripping (PEMCO #303ASW/S3) and door sweep. No exterior knobs or handles.
- 2 Install Arm-A-Dor - Model #A10x-xxx (x-xxx determined by width of door and door jam) security alarm and bar (FDS supplied) on existing exterior freight receiving door. (Contact (800)342-7670 for information).
- 3 Install a 6'w x 7'h double swing impact resistant doors as manufactured by Eliason Corporation in a 6'h x 7'w cased opening in Receiving Room Wall, located as shown on Floor Plan. Said doors shall be the Standard Easy Swing Model #LWP-3. For information and pricing, contact manufacturer



at 800-828-3655 (FDS Supplied).

**F. STOREFRONT GLASS AND DOORS:**

- 1 Furnish and install new separate double acting entrance and exit doors. Include crash bars on the interior and exterior of the door, exterior key locked with interior thumb turn.
- 2 Replace all cracked and broken glass with glass of equal specification, tempered or safety glass as required by code.
- 3 Clean and replaced as necessary any damaged interior and/or exterior storefront aluminum for a uniform appearance.
- 4 Replace storefront door closures (KAWNEER 'Husky II' W. 105 deg. Hold open) closure should not exceed ADA code of 101b - 151b opening force.

**G. CEILING SYSTEMS:**

- 1 Remove any excess wires, strings, clips, etc. from ceiling.
- 2 Patch and repair any damage to the wooden ceiling deck. Making it uniform in appearance.

**H. RESILIENT FLOORING:**

- 1 Install new vinyl composition floor tile throughout the Sales Area, Manager's Office and Toilet rooms with Armstrong #51809, 'Cool White' 1/8" tile (provide transition strip as required to assure smooth transition at all openings). Ensure a smooth sub floor is provided. Clean, seal, wax and buff new tile in accordance with tile manufacturer's specifications.
- 2 Install 4" Black cove base on all wall surfaces to receive paint (from floor to ceiling). Including all interior Sales Floor columns. Caulk around each column on sales floor.
- 3 Seal Receiving Room floor with Clear Acrylic Sealer.

**I. PAINTING:**

- 1 Paint walls from floor to ceiling; the entire storefront wall and 20'-0" on the left side and right side wall. Paint an area 4' wide around each door and in each corner. Paint all other wall surfaces above 6'-10" in height to the ceiling. Use Sherwin Williams SW#8003, 'Picket Fence' Eggshell latex enamel.
- 2 Paint structural poles/columns using Sherwin Williams SW#8003, 'Picket Fence' Semi-Gloss alkyd enamel.
- 3 Paint interior of toilet room walls including doors and frames inside and out using Sherwin Williams SW#8003, 'Picket Fence' Semi-Gloss alkyd enamel.



- 4 Paint interior of Office walls including doors and frames inside and out using Sherwin Williams SW#8003, 'Picket Fence' Eggshell latex enamel.

**J. PLUMBING:**

- 1 Clean out existing sewer lines a minimum of 250 LF.
- 2 Furnish and install all new plumbing for each restroom to be provided to toilet fixtures, water and sewer lines.
- 3 Furnish and install a new 6 gallon water heater with all related plumbing and electrical work in location shown on Floor Plan. Include drain, overflow pan and drain lines as required by code.
- 4 Install new electric water cooler with all related plumbing in location shown on Floor Plan. The maximum mounting height for the drinking spout is 36" a.f.f. Minimum clearance below the water cooler is 27" a.f.f. (Supplied by FDS).
- 5 Furnish and install a new mop sink and make connections to existing plumbing in location shown on Floor Plan.
- 6 Modify existing sprinkler system in accordance with all codes having jurisdiction. Sprinkler heads shall be relocated and added as required by codes and in consideration of Tenant's planned use of the space. Sprinkler contractor's shop drawings shall be furnished to Tenant and shall used for all approval submissions as required.
- 7 Provide and Install a Sprinkler Backflow preventor for new or existing Sprinkler system as per or local code.
- 8 Pressure Test and Certify Sprinkler System.
- 9 Provide and install any/all necessary fire alarm monitoring systems (for monitored and non-monitored systems) in accordance with any/all local or state fire detection requirements. Forward all drawings of said detection systems to Tenant Construction Representative prior to installation.
- 10 Provide Gas line(s) for new or existing HVAC system. Said gas line to be pressure tested to meet code and ready for meter by local utilities.

**K. HEATING VENTILATION AND AIR CONDITIONING:**

- 1 Provide a complete new HVAC system exclusively serving the Demised Premises complete with supply and return air ductwork and diffusers to conform to the following minimum standards:
  - a. A minimum of two commercial grade, split system or rooftop units shall be provided to service the Demised Premises.
  - b. Units shall be sized to provide a minimum of one (1) ton of cooling for each 400 S.F. of space.





- c. Heating shall be provided to conform to the following schedule, based on 8,000 S.F. Demised Premises size: (This requirement should be adjusted proportionally for specific locations)

ZONE I	N. of N. Latitude 38 degrees
80 KW	
ZONE II	South of 38 degrees and North of
32 degrees.	60 KW
ZONE III	South of N. Latitude 32 degrees
40 KW	

- d. Provide Ducted Supply and Return air with ceiling diffusers to Sales Area, Receiving Room, toilet rooms and Office.
- e. Each unit shall be controlled by Lightstat Thermostats (Contact 800-292-2444 for information) mounted 8'-0" A.F.F. on interior columns. If there are no interior columns, coordinate thermostat location with Tenant's Construction Representative.

- 2 Install new 7.5 KW Electric Unit Heater in receiving room at Max. 8'-0" A.F.F. Locate unit 4' from rear wall and 3' from Exterior Freight Door Opening. Unit should face rear door. Supplied by FDS.
- 3 Replace existing thermostats with Lightstat Thermostats Model #TME- CVS (Contact 800-292-2444 for information) mounted 8'-0" A.F.F. Supplied by FDS.
- 4 In each toilet room, furnish and install toilet exhaust fan with vent to exterior.
- 5 Furnish and install ductwork and diffuser for air distribution to Manager's Office. Provide plan indicating all duct work changes.
- 6 Furnish and install ductwork and diffusers for air distribution to Receiving Room. Minimum of 3 Supply lines. Provide plan indicating all duct work changes.
- 7 Furnish and install ductwork and diffusers for air distribution to toilet room(s).
- 8 Replace Air Filters, clean and straighten coils in each existing and new unit at the completion of Construction, Prior to FDS possession.
- 9 Supply and install Smoke/Fire Detection system in all new and existing mechanical system as required by code.
- 10 Prior to turnover of the space to FDS, the General Contractor will have all of the supply and return grilles cleaned for the entire space.

**L. ELECTRICAL:**

- 1 Furnish and install duplex convenience electrical receptacle and phone connection with home run to phone board for receiving room adjacent to door leading to Sales Floor. Verify exact location with Tenant's Representative.



- 2 Furnish and install wiring and hookup for Refrigerated Drink Box. Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Brown Pigtail' connector. FDS Opening Team will install power pole to final location by attaching to this connector. Verify exact location with Tenant's Construction Representative. Place on a Locking Breaker.
- 3 Furnish and install wiring and hookup for Promotional Outlet. Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Brown Pigtail' connector. FDS Opening Team will install power pole to final location by attaching to this connector. Verify exact location with Tenant's Construction Representative. Place on a Locking Breaker.
- 4 Furnish and install wiring and hookup for each cashier's module including; convenience circuit, dedicated circuit with isolated ground and phone connection. Circuits shall be terminated at a junction box above the ceiling with final connection made to special Plug-in 'Green and Brown Pigtail' connectors. FDS Opening Team will install power poles to final checkout locations by attaching to these connectors. Two phone connections are required with independent home runs to phone board. Verify exact location of each required drop with Tenant's Construction Representative.
- 5 Furnish and install flush mounted duplex convenience electrical receptacle in ceiling at storefront over entrance door.
- 6 Furnish and install wiring and hookup for one (1) dedicated circuit with isolated ground above ceiling at Storefront Doors for future security system. Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Green Pigtail' connector. FDS Opening Team will install power pole to final location by attaching to this connector. Verify exact location with Tenant's Construction Representative. Place on a Locking Breaker.
- 7 Furnish and install two (2) weatherproof exterior outlets at storefront.
- 8 Furnish and install Quad 20amp convenience electrical receptacle for break area in stockroom. Location indicated on floor plan.
- 9 Furnish and install duplex convenience electrical receptacle at existing/new electrical panel.
- 10 Furnish and install duplex IG electrical receptacle at new Communication Board. See drawings for location of board.
- 11 Furnish and install one (1) convenience circuit, one (1) dedicated circuit with isolated ground and one (1) phone connection with duplex jack in Manager's Office.



- 12 Furnish and install wiring and hookup for Unicru at storefront. Circuit shall be terminated at a junction box above Sales Area ceiling with final connection made to special Plug-in 'Green Pigtail' connector. FDS outside vender will install power pole to final location by attaching to this connector. Verify exact location with Tenant's Construction Representative. Place on a Locking Breaker.
- 13 Furnish and install duplex convenience electrical receptacle for Security Monitor. Run wires as per state and local codes through hollow support tube and mount duplex on rear side of tube. Locate as per cut sheet supplied by PM. Installed by G.C.
- 14 Furnish and install duplex convenience electrical receptacle for electric water cooler.
- 15 Furnish and install duplex convenience electrical receptacle for Security Panel. Locate next to Phone Junction Box (D-mark) by the electrical panels.
- 16 Furnish and install duplex convenience electrical receptacle for electric water heater.
- 17 Furnish and Install a Weatherproof door buzzer at freight receiving door with bell above ceiling near storefront.
- 18 Furnish wiring and hookup for Demised Premises sign(s) complete with photocell(s). Verify sign(s) are working prior to FDS possession.
- 19 Furnish wiring and hookup for under canopy sign complete with photocell. Verify sign is working prior to FDS possession.
- 20 Furnish wiring and hookup for road sign(s) complete with photocell(s). Verify sign(s) are working prior to FDS possession.
- 21 Rewire entire Demised Premises as necessary for 400 amp, 3 phase service.
- 22 Rework existing Electrical Panels as necessary to conform to all State and Local Codes.
- 23 Provide one (1) blank duplex receptacle box (w/pull string) with 1" conduit run up through wall to above the ceiling. If the office is located in the Receiving Room run conduit up wall and penetrate through receiving room wall. Provide proper Fire Sealant as required per code with end cap. Install next to phone box in Manager's office for future use by Family Dollar.
- 24 Provide a (1') one foot piece of 3" conduit running through the Receiving Room wall at (3) three location. All three pieces would be located 12" above the ceiling. One piece would be centered on the wall and the other two pieces would be located 5' from the left and right demising wall. Said conduit should be fire caulked and capped, as required by code, for future use by Family Dollar.



- 25 Install Electric Hand Dryer (Model #LE1 White - Electric Air) at 48" a.f.f. to the bottom of the unit and make final electrical connections. Supplied by FDS.
- 26 Furnish and install a 20amp circuit for receiving room heater at rear door.
- 27 Type label all panel and breaker boxes.

**M. LIGHTING:**

**NOTE:** Tenant has a National Account for the provision of light fixtures to be used on the interior of the Demised Premises. It is the intent of these specifications to provide a complete new store lighting system through the retrofit of existing interior fluorescent light fixtures or the installation of new fixtures. All fixtures in the Demised Premises will be outfitted to use T-8 energy efficient fluorescent lamps with high output ballast's. THIS PROGRAM DOES NOT ALLOW FOR ALTERNATE INSTALLATIONS. The conditions of purchase of these fixtures shall be defined by the Lease Agreement and the Construction Contract. All new Fixtures, Lamps and Ballast's are to be made available through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.

- 1 Provide and install a new Sales Area lighting system in accordance with Tenant's Lighting Plan consisting of T-8 energy efficient fluorescent light tandem fixtures in 8' and 4' lengths. All Fixtures, Lamps and Ballast's are to be purchased through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.
- 2 Add a continuous row of T-8 energy efficient fluorescent light tandem fixtures in 8' and 4' lengths to provide perimeter lighting in Sales Area as shown on Tenant's Lighting Plan. Perimeter lights should be a minimum of 2' and a maximum of 3' off all sales area walls. All Fixtures, Lamps and Ballast's are to be purchased through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.
- 3 Furnish and install one (1) 4' T-8 energy efficient fluorescent strip light fixture controlled by a wall switch in Manager's Office as shown on Tenant's Lighting Plan. All Fixtures, Lamps and Ballast's are to be purchased through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.



- 4 Furnish and install one (1) 4' T-8 energy efficient fluorescent strip light fixture controlled by a wall switch in each Toilet Room as shown on Tenant's Lighting Plan. All Fixtures, Lamps and Ballast's are to be purchased through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.
- 5 Furnish and install 8' T-8 energy efficient fluorescent lighting in Receiving Room controlled by a wall switch, located next to door leading to Sales Area as shown on Tenant's Lighting Plan. All Fixtures, Lamps and Ballast's are to be purchased through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.
- 6 Furnish and install illuminated exit sign(s) in accordance with all applicable codes. Exit Signs to include Fixtures and Lamps are to be purchased through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.
- 7 Furnish and install in-line emergency light fixtures consisting of special 8' T-8 energy efficient fluorescent light fixtures in accordance with all applicable codes. Emergency Light Fixtures to include Fixture, Lamps and Ballast's are to be purchased through a National Account Program which has been established by Tenant. Contact Cheney Dowis with Graybar Electric at 800-933-9831 fax 704-392-4528 for information regarding this program.
- 8 Furnish and install wall pack type emergency light(s) if in-line lights are not permitted in accordance with all applicable codes.
- 9 Furnish and install under canopy lighting consisting of 175w Metal Halide Shatterproof Lens the entire width of the demised premises on a circuit with Photocell control.
- 10 Install 175 Watt Metal Halide Vapor (rear of Demised Premises at receiving door) Exterior wall pack(s) with shatterproof lens wired to Photostat controls. Tenant's Construction Representative shall determine quantity and location of the security lights. Supplied by FDS.
- 11 Install 250 Watt Metal Halide Vapor (rear of Demised Premises) Exterior wall pack(s) with shatterproof lens wired to Photostat controls. Tenant's Construction Representative shall determine quantity and location of the security lights. Supplied by FDS.
- 12 Install 1000 Watt Metal Halide Exterior wall pack(s) with shatterproof lens wired to Photostat controls. Tenant's Construction Representative shall determine quantity and location of the security lights. Supplied by FDS.

**N. EXTERIOR:**



- 1 Place existing storefront canopy/mansard in good repair. Paint per Tenant's Specifications.
- 2 Clean and paint under canopy ceiling using Sherwin Williams SW#1004 'Pure White'.
- 3 Paint exterior of Demised Premises per Tenant's Specifications.
- 4 Install a 4' x 6' metal canopy over exterior freight receiving room door.
- 5 Construct 6" thick x 6' x 10' concrete pad at exterior freight receiving door. Provide and install, minimum 3'-0" deep, 2 (two) 7'-0" long pipe bollards at corners of pad, filled with concrete to top. Paint Sherwin Williams 'Safety Red' Semi-Gloss.
- 6 Provide 6" thick x 12' x 32' concrete dumpster pad at location shown on Exhibit B - Site Plan. Provide and install, minimum 3'-0" deep, 2 (two) 7'-0" long pipe bollards at corners of pad, filled with concrete to top. Paint Sherwin Williams 'Safety Red' Semi-Gloss. Include necessary fencing or walls and gates to meet local codes.
- 7 Provide and install, minimum 3'-0" deep, 2 (two) 7'-0" long pipe bollard at corners of pad, filled with concrete to top, paint Sherwin Williams 'Safety Red' Semi-Gloss.
- 8 Supply and install an enclosure w/gates around the dumpster as per the state or local building code. Said enclosure should permit space for two dumpster side by side.
- 9 Install new roof as per lease.

**O. MISCELLANEOUS:**

- 1 Remove all trash and construction debris from premises and leave Demised Premises in a broom-swept condition.
- 2 Clean interior and exterior window glass prior to turning over the space to FDS. Remove all tape, Decals and other items attached to the glass or mullions.
- 3 Pressure wash Storefront and Sidewalk removing all gum and foreign debris at the Demised Premises front.
- 4 Provide any necessary asbestos and lead paint survey's (if necessary) and provide associated costs for abatement of any hazardous materials.
- 5 Install FDS supplied Roller Racks and Rack holders.

**P. PARKING LOT:**

- 1 Re-stripe parking lot in existing traffic pattern.
- 2 Provide for one Van Accessible parking space in close proximity to the Accessible Path to the Demised Premises by painting one parking space as Disability Parking (8' wide minimum) and painting one 8' wide access aisle directly



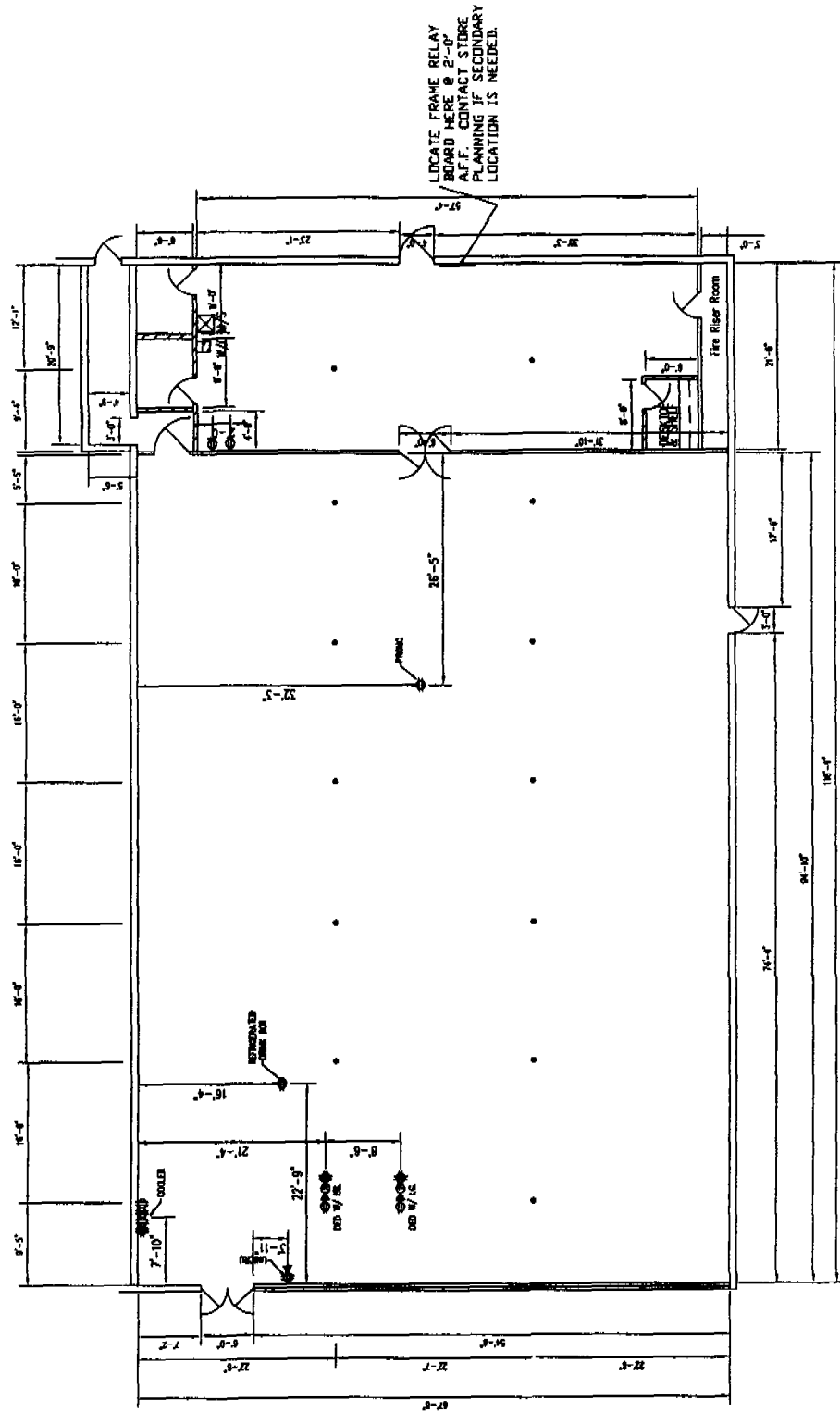
adjacent to this space.

- 3 Provide for one Disability Accessible parking space in close proximity to the Accessible Path to the Demised Premises by painting one parking space as Disability Parking (8' wide minimum) and painting one 5' wide access isle directly adjacent to this space.
- 4 Provide a Reserved Parking sign (Van Accessible) if applicable on a pole (60" a.f.f. to bottom of sign) for each disability Parking Space provided.
- 5 Provide a Disability Accessible Ramp (within 50' of FDS front doors) from Parking Area to Front Walkway along the Accessible Path to the Demised Premises, Paint 'Safety Yellow' strips to make visible, as required to comply with all ADA Requirements and Local Codes.
- 6 Paint corner of Curb 'Safety Yellow' along FDS storefront width of the store.
- 7 Place all existing parking lot lights in good working order.



# FAMILY DOLLAR

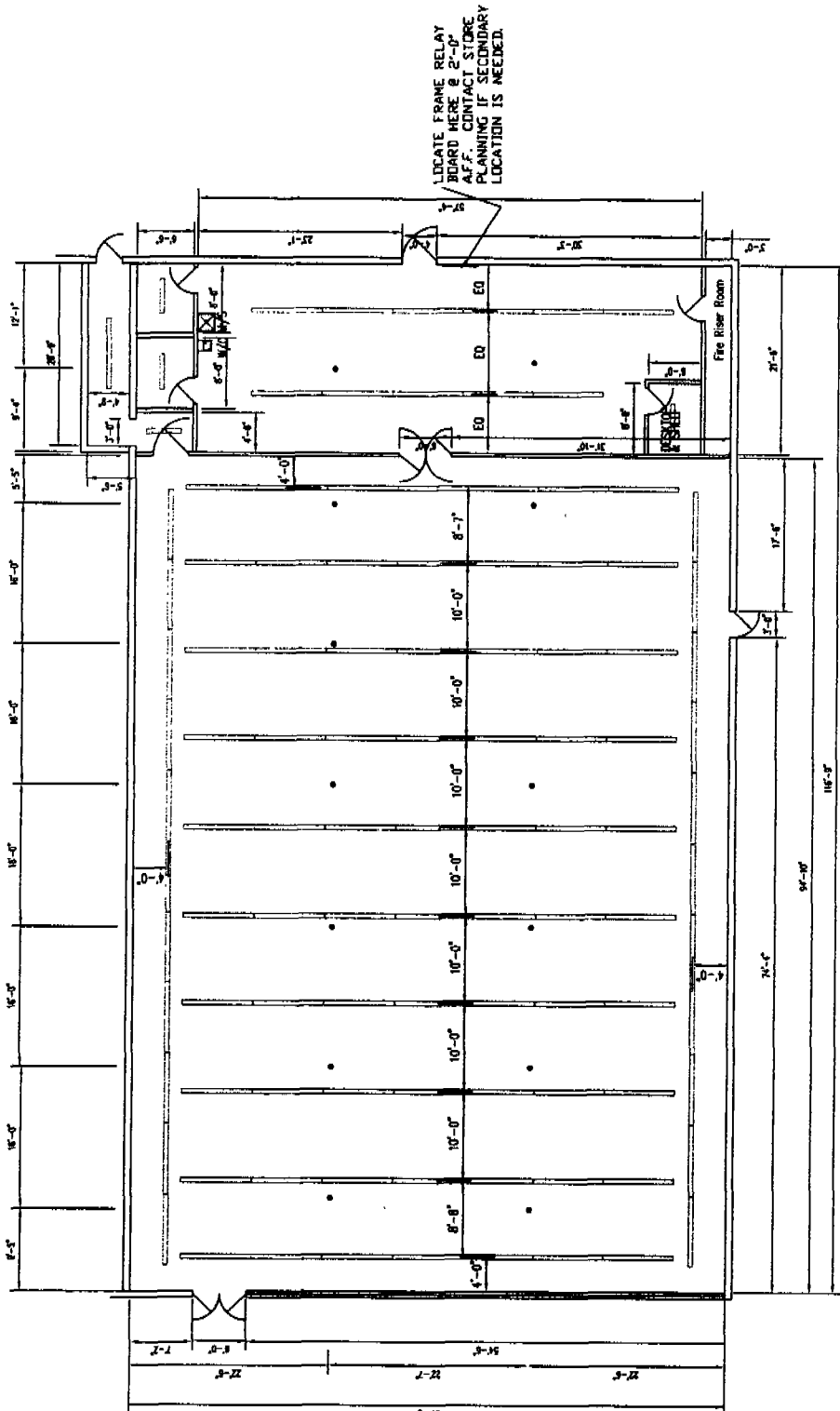
LOCATION	POCATELLO, ID
DESCRIPTION	FLOOR PLAN
CONCEPT	FULL E-2
STORE #	0000
PROJECT #	123404
CALENDAR DATE	00/00/00
SALES \$/SQ. FT.	000000
SALES \$/SQ. FT.	000000
UNIT COST	PROVIDE 1:2
APPROX. SALES	AVRG @ 0'-0" A.P.F.
SCALE	1/16" = 1'-0"
REVISIONS	PROVIDE 4+
DATE	01-14-2005
BY	AMH



GENERAL PRODUCT SUPERVISOR NOTES  
 1. 1  
 2. 2  
 3. 3  
 4. 4  
 5. 5

EXHIBIT A1 - FLOOR & LIGHTING PLAN  
 PAGE 1 OF 2  
 PROJECT #123404  
 LEASE DATED: FEBRUARY 8, 2005  
 LOCATION: POCATELLO, IDAHO  
 LANDLORD: [Signature] TENANT: RHU





NOTE: THIS IS A NEW SPECIFICATION

LIGHTING NOTES:

— LIGHTS ARE 8' AND 4' STRIP CANS WITH TANDEM F32T8XL LAMPS (4 OR 2 PER FIXTURE) AND STANDARD BALLASTS.

THIS IS A CLOSED SPECIFICATION. ALL FIXTURES ARE TO BE PURCHASED THROUGH A NATIONAL ACCOUNT ESTABLISHED BY FAMILY DOLLAR STORES. FOR INFORMATION REGARDING THIS PROGRAM CONTACT THE PROJECT MANAGER RESPONSIBLE FOR THIS LOCATION.

LOCATION	POCATELLO, ID	
DESCRIPTION	LIGHTING PLAN	
PROJECT	FULL E-2	
STORE #	0000	PROJECT # 123404
SALES VALUE	00/00/00	INTERIOR SQ FT 000000
SALES VALUE	000,000,000	SALES SQ FT 000000
AGE	000	U-RATE (PERCENT)
APPROX SALES	AVRG	PROVIDE 12
SCALE	1/16" = 1'-0"	STYLING (SCALE)
REVISIONS BY	CLANN	DATE
DATE	01-14-2005	BY
		AMH

**FAMILY DOLLAR**

EXHIBIT A1 - FLOOR & LIGHTING PLAN

PAGE 2 OF 2  
PROJECT #123404

LEASE DATED: FEBRUARY 8, 2005  
LOCATION: POCATELLO, IDAHO

LANDLORD: *[Signature]* TENANT: *RHU*

Project #123404  
Address: North Main Street and West Gould Street  
Pocatello, ID

EXHIBIT C - ADA CERTIFICATION

The undersigned certifies that all alterations and improvements made by Landlord to the demised premises comply with the Standards for Accessible design for alterations included in Appendix A to the Title III implementing regulations for the Americans with Disabilities Act of 1990, and that the common areas meet those standards.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses (or ATTEST)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

When improvements are completed, this certification is to be dated, signed, witnessed and mailed to Lease Administration Department, Family Dollar Stores, Inc., P. O. Box 1017, Charlotte, NC 28201-1017.

EXHIBIT C - ADA CERTIFICATION  
PROJECT #123404  
LEASE DATED: FEBRUARY 8, 2005  
LOCATION: POCATELLO, IDAHO  
TENANT:                      LANDLORD: \_\_\_\_\_

