

EXHIBIT F
Prohibited Uses

Any one or more of the following uses:

1. A flea market or pawn shop;
2. A bar, pub, nightclub, music hall or disco in which less than 50% of the space or 50% of the revenue is devoted to and derived from food service;
3. A bowling alley, billiard, pool or bingo parlor;
4. An arcade, pinball or computer game room (provided that retail facilities which are otherwise not prohibited or restricted may operate no more than six (6) such electronic games incident to their primary business);
5. A facility for the sale or rental of used goods (including thrift shops, secondhand or consignment stores), except a Goodwill store shall be permitted;
6. A training or educational facility (including, without limitation, a beauty school, barber college, reading room, driving school, or other facility catering primarily to students or trainees rather than customers);
7. A massage parlor (which shall not be construed to mean a business of the type commonly referred to as a "day spa");
8. A funeral home;
9. A gymnasium, sport or health club;
10. A facility for the sale of paraphernalia for use with illicit drugs;
11. A retail store, dispensary, or any other facility where marijuana products are grown, manufactured, or distributed;
12. A facility for the sale or display of pornographic material;
13. A lingerie bar, "go go" bar or other similar establishment;
14. A Laundromat;
15. An off-track betting parlor;
16. A carnival, amusement park or circus;
17. A gas station, car wash or auto repair or body shop;
18. A facility for the sale of new or used motor vehicles, motorcycles, trailers or mobile homes;
19. A skating rink;
20. A banquet hall, auditorium or other place of public assembly;
21. A hotel or residential facility;
22. A theater of any kind;

23. Any use that creates reasonably objectionable or obnoxious odors; or

24. Other non-retail uses except for office or storage facilities incidental to a primary retail operation.

After Recording, Return to:

Family Dollar Stores of Indiana, LLC
500 Volvo Parkway
Chesapeake, Virginia 23320
Attn: Lease Administration

(The Above Space for Recorder's Use Only)

THIS MEMORANDUM OF LEASE, made as of JUNE 17, 2022, 2022, by and between **MARSYM DEVELOPMENT CORPORATION**, an Indiana limited liability company having an office at 5337 N. 300 E., Winchester, IN 47394 ("Landlord"), and **FAMILY DOLLAR STORES OF INDIANA, LLC**, a North Carolina limited liability company having an office at 500 Volvo Parkway, Chesapeake, Virginia 23320 ("Dollar Tree", "Family Dollar" or "Tenant").

Preliminary Statement

Landlord is the fee owner of certain real property and improvements situated in Randolph County, Indiana and more particularly described on Exhibit A attached hereto (the "Land") on which is situated a shopping center known generally as 918 E. Washington Street, Winchester, IN 47394 (the "Shopping Center").

As of the date hereof Landlord and Tenant have entered into a lease agreement (the "Lease") pursuant to which Landlord has leased to Tenant a portion of the Shopping Center (the "Premises") more particularly described therein. In connection with the Lease, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used in this Memorandum and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all licenses, rights, privileges and easements appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately five (5) years commencing on the Commencement Date (the "Original Lease Term"). Under the terms of the Lease, Tenant has the right to extend the Original Lease Term for four (4) separate and additional periods of five (5) years each after the expiration of the Original Lease Term.

3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:

- a. Provisions set forth therein regarding Landlord's agreement not to lease, rent or occupy, or permit to be leased, rented or occupied, any portion of the Shopping Center or any Landlord owned or controlled property contiguous with or connected to the Shopping Center for the operation of a variety retail store or variety discount store, discount department store, dollar store (except Dollar Tree), liquidation or close out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising (the "Exclusive Use").

- b. Provisions set forth therein regarding Landlord's agreement not to permit any occupant of the Shopping Center other than Tenant to operate their premises for any of the following uses:
- i. Variety retail operations with the word "Dollar" or any derivation, abbreviation, slang, symbol or combination thereof (or their respective equivalents in any other language) in their trade name; or
 - ii. A store whose Principal Business is the sale of merchandise which is classified as "close-out", "odd lot", "clearance", "discontinued", "cancellation", "second", "floor model", "demonstrator", "obsolescent", "over stock", "distressed", "bankruptcy", "fire sale" or "damaged"; or
 - iii. A store selling a combination of gifts, cards, gift wrap and other party supplies; or
 - iv. An arts & crafts store or a store whose Principal Business is selling a combination of craft supplies, art supplies, artificial flowers, picture frames and scrapbooking supplies; or
 - v. A store occupying less than 30,000 square feet whose principal business is selling national or private-label pre-packaged food products and household items at prices that are generally below comparable items found in traditional supermarkets; or
 - vi. A store selling a variety of general merchandise at a price not to exceed \$5.00, provided that such limitation on price is a part of the regularly advertised attributes of such store; or
 - vii. A store offering beauty salon services, such as hair, skin, brow and makeup services, together with the retail sale of cosmetics, fragrances, health and beauty products, skin care products, hair care products, personal care appliances and related products; or
 - viii. Any of the uses described on Exhibit F attached hereto.

As used in the Lease, with regard to any premises, a business is a "Principal Business" if the merchandise or categories of merchandise in question are sold in the aggregate in twenty-five percent (25%) or more of the sales floor area of the premises (including one-half [1/2] of the adjacent aisle space);

- c. provisions set forth therein regarding Tenant's right to install and maintain signage upon the Premises and upon certain pylon signs of the Shopping Center;
- d. provisions set forth therein regarding certain areas of the Shopping Center in which no improvements are to be constructed and no alterations are to be made; and
- e. Provisions prohibiting construction or alterations to any exterior portion of the Shopping Center during the months of October, November and December.

4. In addition to those terms set forth above, the Lease contains numerous other terms, covenants and conditions which likewise affect the Premises and the Shopping Center and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by