

called "Landlord"), and FAMILY DOLLAR STORES OF WEST VIRGINIA, INC., a West Virginia 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 on the south side of Larry Joe Harless Drive east of its intersection with U. S. Highway 52, in the City of Gilbert, County of Mingo, State of West Virginia, and being that property fronting approximately 266.93 feet on Larry Joe Harless Drive and extending approximately 236.11 feet in a southerly direction to the rear as shown outlined in red on Exhibit B-1 Map of Survey attached hereto and made a part hereof.

Together with a building containing 8,000 (100' x 80') square feet, which shall be constructed by Landlord, as hereinafter provided, on the above-described premises along with the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan (said premises and the building and improvements thereon, upon completion of construction, are hereinafter called the "demised premises").

Tenant, its invitees, customers, employees and delivery personnel are also granted the right to cross over onto the property located immediately to the east of the demised premises for purposes of parking by virtue of a Cross Access Agreement which Landlord warrants Landlord has obtained and which will be in effect during the term of this lease and which agreement provides that no barriers shall be erected between the demised premises and the property east of the demised premises.

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements



fixed rent at the rate of FOUR THOUSAND EIGHT HUNDRED THIRTY-THREE AND 34/100 DOLLARS per month (\$58,000.08/annum) payable in advance 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 Landlord is lawfully seized of the demised premises and has good title thereto; that the demised premises are free and clear of all encumbrances; and that there are no laws, ordinances, government requirements or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent Tenant's use of the demised premises 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 mercantile business of the type and kind known as 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



said six month period, or termination  
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. CONSTRUCTION OF PREMISES. Landlord agrees at Landlord's expense to construct a retail store building, along with the paved, marked, lighted parking, service and access areas as shown on Exhibit B - Site Plan, said building to have 8,000 (100' x 80') square feet of ground floor space. Landlord shall erect and complete said building exactly in accordance with Tenant's standard plans and specifications consisting of fourteen sheets except for those deviations listed in Exhibit A-1 and except that the layout of the demised premises will be flipped from that shown on Exhibit - A. For example, if the restrooms in the demised premises are shown on the right side of the demised premises in Exhibit A, Landlord will have them on the left side of the demised premises when constructed. Tenant's Standard plans and specifications are labeled Exhibit A, and constitute a part of this lease. Upon completion of construction, Landlord shall prepare and submit As-Builts to Tenant. Landlord shall have full responsibility for all other aspects of the construction drawings including but not limited to insuring that they comply with applicable codes. There shall be no deviations from or changes to Exhibit A (except those listed in Exhibit A-1) without the prior written approval of Tenant.

During the progress of construction, Tenant's representatives may from time to time inspect the work and materials to determine whether they are in accordance with Exhibit A. The failure of Tenant's representatives to object to any part of Landlord's construction shall not be deemed to be an acquiescence in or



is not completed by October 1, 2002, then Tenant shall have the right, at its option, to cancel this lease by written notice to Landlord.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlord shall deliver the demised premises along with a certificate of occupancy to Tenant upon completion thereof, provided that Tenant shall not be required to accept delivery of the demised premises during the period November 10 through January 15 of any years. Landlord agrees to notify Tenant, in writing, of the date the demised premises will be delivered to Tenant at least forty-five 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) thirty days after the date of delivery and acceptance of the demised premises with all construction including 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 four successive periods of five years each unless Tenant shall give written notice to Landlord canceling the next extended term at least one hundred twenty 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:



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 6 through Tenant's decision not to cancel this lease.

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.

8. FIXTURES. Tenant shall have the right to install on the demised premises such fixtures and equipment as Tenant deems desirable for the operation of its business. Tenant may, on termination of this lease or 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.

9. UTILITIES. Landlord shall ensure that electricity, water, sanitary sewer service, 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 it in the demised premises. Unless 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.

10. DAMAGE AND DESTRUCTION. Should the building or the parking, service or access areas on the demised premises be damaged



Landlord's obligation shall include performing all work necessary to cause the demised premises to comply with then currently applicable building and fire codes. In such event, rents and other charges shall cease and abate on the date of the damage or destruction in proportion to the area of the building on 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 building and parking, service and access areas on the demised premises have been repaired, restored or rebuilt and possession tendered to Tenant. If repair, restoration or rebuilding of the demised premises requires more than 120 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 the last year of any extension thereof, 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 and if Tenant refuses to agree to so extend the then current term, then Landlord shall not be obligated to rebuild the demised premises.

Notwithstanding the foregoing, Landlord shall not be obligated to rebuild the demised premises if thirty-five percent or more of the demised premises is substantially destroyed and no portion of the demised premises property is rebuilt for retail purposes or continues to be used for retail purposes following the casualty. If Landlord is not obligated to rebuild the demised premises based on substantial destruction of thirty-five percent or more of the demised premises and elects not to do so, Landlord must notify



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Notwithstanding Landlord's election not to rebuild, Tenant shall have the right to reinstate this lease and require Landlord to rebuild the demised premises if at any time within <sup>6 months</sup> ~~two years~~ of the date of the casualty Landlord commences to rebuild a part of the demised premises property or use the demised premises property 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 demised premises property or Tenant learns that Landlord commenced construction or began using the demised premises property for retail purposes within the above stated two year period.

11. INSURANCE. (a) Landlord agrees to keep the demised premises insured to their full replacement cost, against loss or damage by perils covered by fire and extended coverage.

(b) Tenant shall maintain a commercial general liability insurance policy with a minimum single limit of \$1,000,000 for bodily injury, death and property damage. Landlord shall be named as an additional insured under the policy but only for claims against Landlord arising out of the acts or omissions of Tenant or arising out of the manner of Tenant's use of the demised premises.

(c) The insurance required to be carried by subparagraphs (a) and (b) 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 30 days



every kind or description which may at any time be in the demised premises shall be at the Tenant's sole risk against loss or damage by perils covered by fire and extended coverage insurance.

(e) Subject to Paragraph 20, MUTUAL WAIVER, 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 claim, 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 Paragraph 20, MUTUAL WAIVER, 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 claim, 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.

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. 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, and also all structural portions of the building





failure to maintain the exterior of the building, and any repairs to exterior (including under slab) plumbing and electrical lines. Landlord shall keep the parking, service and access areas (and other exterior areas, if any) maintained, excluding the removal of snow, ice, trash, weeds and debris, and in a good state of repair and properly lighted.

Tenant shall maintain and repair, at its expense, 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.

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 20 tons and shall be sufficient to maintain throughout the building 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 throughout the building a minimum inside temperature of 72 degrees.



its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Tenant shall reimburse Landlord for any increase in real estate taxes on the demised premises over and above such taxes for the first full lease year after the demised premises are assessed with the building and paved areas fully completed (hereinafter called the "base year"); provided, however, if the real estate taxes or the assessed value of the demised premises during the base year are subject to any exemption, abatement or reduction, Tenant shall not be responsible for reimbursing Landlord for any increase in real estate taxes due to the expiration or other termination of the exemption, abatement or reduction. Any increase in real estate taxes which is the responsibility of Tenant in the year in which this lease shall end shall be apportioned between Landlord and Tenant on a pro rata basis.

After receiving notification of any planned increase in the assessed value or the real estate taxes, Landlord agrees to notify Tenant in writing at least thirty days before the last day to contest the increase at the lowest level administrative proceeding. 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 cooperate with Tenant in contesting any such increase. If Landlord fails to give written notice of the increase to Tenant within the required time period and Landlord does not contest the increase and the increase is more than seven percent, then Tenant shall not be responsible for reimbursing Landlord for such increase. Landlord shall promptly apply for and diligently pursue any exemption from or abatement of real estate taxes or any increase in such taxes available for newly constructed projects through any state or local programs, including but not limited to relief from increases in real estate taxes resulting



Landlord shall provide Tenant with a copy of the tax billing with evidence of Landlord's payment for each year beginning with the first year for which taxes are assessed on the completed building and any other information Tenant may require. In no event shall Tenant be responsible for reimbursing Landlord for any increase in 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 ninety days after the earlier of the date Landlord paid such taxes or the date such taxes were due and payable.

14. UNPERFORMED COVENANTS. If either Landlord or Tenant shall fail to perform any of their respective obligations to be performed pursuant to this lease, and such failure shall continue beyond any notice and cure period provided for in this lease, or if no notice is otherwise required, then upon giving at least thirty (30) days prior written notice (or in the event of an emergency after written notice that is reasonable for the circumstances, including notice by fax or telegram) the other party may perform such obligation for the account of and at the expense of the defaulting party. The direct and reasonable amount of the cost and expense entailed or of the payment so made shall be owing by the defaulting party to the performing party. If Tenant is the performing party, Tenant shall have the right to deduct for said failure the sums owed to it without liability of forfeiture out of rents then due or thereafter coming due hereunder.

15. SIGNS. Tenant shall have the exclusive right to place signs or other advertising devices, electrical or non-electrical, at any place on the demised premises and the building thereon. Tenant shall repair any damage resulting from the installation or removal of its signs. Tenant is specifically granted the right to erect its standard building sign and two (2) road signs (or signs



to with the adjacent property owner. Landlord shall cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs.

16. CONDEMNATION. If the building on the demised premises, or any part thereof, or any part of the service or access areas used by Tenant in the normal operation of its business, or more than ten percent of the parking area, shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Tenant shall have the right to terminate this lease, in which case any unearned rent shall be refunded to Tenant. If only a portion of the demised premises 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 are reduced by such condemnation or other proceeding and Landlord shall restore the demised premises 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 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 except Tenant's claim shall not diminish the amount determined to be the total value of Landlord's fee interest in the shopping center property.

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

(1) Tenant shall fail to pay any installment of fixed rent when due and such failure shall continue for fifteen days after Tenant receives written notice of nonpayment from Landlord, or Tenant shall fail to pay any other sums due Landlord under this



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.

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 its best 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.

18. SURRENDER OF POSSESSION. Upon the termination of this lease, Tenant shall surrender the demised premises in good



Landlord shall not lease (or permit the leasing or subleasing of, or sell any space on any adjacent property owned or controlled by Landlord or any partner or principal of Landlord to any discount store operated by or under the name of McCrory's, Fred's, Bill's Dollar, Dollar Tree, Wal-Mart, K-Mart, Ames, Duckwall-Alco, Greenbacks, Pamida, Value City, Dolgencorp or Dollar General, Bonus Dollar Stores, Deals, Only Deals, or any entity controlled by, affiliated with or related to any of them, or any store operated by Variety Wholesalers including but not limited to Maxway, Roses, Super 10, ValuMart, Pope's and Bargaintown.

If there is a breach of this Paragraph 19 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 minimum rent set forth in Paragraph 1 above, or (ii) percentage rent of two percent (2%) of the gross sales made by Tenant on the demised premises during each lease year period, with no fixed minimum rent. "Gross sales" shall mean all sales made from the demised premises excluding sales tax, excise tax, refunds, void sales, sales from vending machines and sales of bleach, beverages, paper products, motor oil and sundry drugs, including but not limited to health and beauty aids. Such percentage rent shall 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. The rights and remedies set forth above shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

20. MUTUAL WAIVER. Landlord and Tenant hereby release all



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.

21. 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 fifty percent (150%) 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. Nothing in this Paragraph shall give Tenant the right to remain in possession of the demised premises beyond the term of this lease.

22. 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



FAMILY DOLLAR STORES OF WEST VIRGINIA,  
INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

-or-

For Overnight  
Delivery:

Lease Administration Department  
FAMILY DOLLAR STORES OF WEST VIRGINIA,  
INC.  
10401 Old 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.

23. RECORDING. Landlord agrees to execute a Memorandum of this lease acceptable to Tenant which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the demised premises are located. Landlord shall furnish an accurate legal description of the demised premises or the shopping center if needed to record the Memorandum and Landlord shall execute and deliver to Tenant any other affidavits, statements or documents needed to record the Memorandum.

24. 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. Rent due under this lease





applicable environmental laws has been made to satisfy Landlord that the demised premises 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 demised premises. 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 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.

26. PARAGRAPH HEADINGS; ETC. 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,



year and shall always end on December 31.

27. 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 28 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 28 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.

28. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlord agrees that all terms of this lease as well as any



herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlord and Tenant.

30. DEVELOPMENT OF SHOPPING CENTER. Landlord reserves the right, subject to the terms of this Paragraph 30, to construct additional buildings in the area identified as "Future Retail Development" on Exhibit B in order to create a shopping center. The following provisions shall apply to the construction and operation of the shopping center:

(1) Construction. No building in the shopping center will be built in front of the front building line of the Family Dollar store. Landlord shall ensure there is always a minimum of four paved, marked and lighted parking spaces for full size automobiles for each 1,000 square feet of building area in the shopping center. No construction materials shall be staged or stored in the parking area in front of the demised premises. Construction will be performed in a manner that will minimize any interference with the ongoing operations of Tenant's retail store. Construction debris shall be placed in dumpsters and not be allowed to accumulate on the shopping center Property.

(2) Demised Premises. Beginning on the date that Landlord begins construction on any additional buildings in the Future Retail Development area, the demised premises shall be redefined as that property comprising 8,000 (100' x 80') square feet together with the building thereon (said property and building thereafter called the "demised premises"). Said redefined demised premises is shown outlined in green on Exhibit B-Site Plan. From and after the date Landlord begins construction of any such additional building, Tenant will be granted the right to use, in common with other



not to lease or sell any space within one hundred feet of the demised premises in the shopping center for use as a theater, bowling alley, bingo parlor, a bar, tavern, lounge or nightclub, for offices (except incidental to retail use or except for Landlord's law office), as a school, training facility or meeting hall.

(4) Insurance. Beginning on the date that Landlord commences construction of any additional buildings, Landlord shall maintain a commercial general liability insurance policy with a minimum single limit of \$1,000,000 for bodily injury, death and property damage insuring Landlord with respect to all common areas of the shopping center (including without limitation, parking areas, sidewalks, and service areas in the shopping area). This shall include the sidewalks and parking area on the demised premises. Tenant will be named as an additional insured under the policy. Landlord shall remain responsible for keeping the demised premises insured as set forth in Paragraph 11(a).

(5) Common Area Maintenance. Beginning on the date that any other tenant in the shopping center opens for business, Landlord shall be responsible for removing trash, debris, snow and ice from the shopping center parking areas and sidewalks including parking area and sidewalks on the demised premises.

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. After the date that any other tenant in the shopping center opens for business, Tenant shall reimburse Landlord for Tenant's proportionate share of the following direct costs paid by Landlord in connection with the



said costs shall be reasonable and at competitive rates. Tenant shall have no responsibility for other charges and costs incurred by Landlord in connection with the maintenance and repair of said 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. Landlord warrants that Tenant's initial proportionate share of the annual common area maintenance costs will not exceed \$1,500 ("Tenant's initial CAM amount"). Notwithstanding the foregoing, in no event shall the amount of Tenant's payment for such costs (excluding snow removal) in any lease year exceed one hundred five percent of the amount of Tenant's payment for such costs (excluding snow removal) in the prior lease year (or, in the case of Tenant's first payment for such costs, in no event shall the amount of Tenant's first such payment exceed Tenant's initial CAM amount). The amount of such costs to be reimbursed by Tenant and the limit on such costs shall be reduced on a pro rata basis for 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 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 and any other information Tenant may require. In no event shall Tenant be responsible for reimbursing Landlord for any common area maintenance costs unless



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.

(6) Real Estate Taxes. After the date that any other tenant in the shopping center opens for business the increase in real estate taxes on the demised premises shall be determined by multiplying the total increase in real estate taxes on the shopping center property by the proportion which the square foot area of the demised premises bears to the total square foot area of all buildings in the shopping center, including the demised premises.

31. 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:

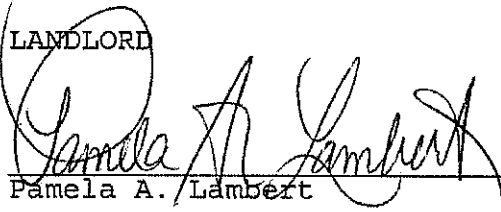
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\_\_\_\_\_

ATTEST:

  
Thomas E. Schoenheit  
Assistant Secretary

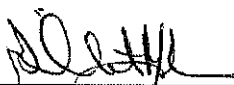
LANDLORD

  
Pamela A. Lambert

(SEAL)

TENANT  
FAMILY DOLLAR STORES OF WEST  
VIRGINIA, INC.

By:

  
Gilbert A. Lafare  
Senior Vice President



A. LAMBERT personally appeared before me this day and acknowledged that the foregoing instrument was signed and executed by her for the purposes therein expressed.

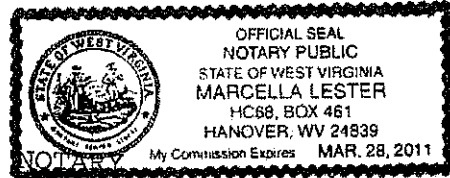
WITNESS my hand and notarial seal this the 21<sup>st</sup> day of June, 2002.

Marcella Lester

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

My Commission Expires:

3/28/11



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Bridget D. Brown, a Notary Public in and for the aforesaid State and County, do hereby certify that GILBERT A. LAFARE and THOMAS E. SCHOENHEIT, Senior Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF WEST VIRGINIA, 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 11<sup>th</sup> day of June, 2002.

Bridget D. Brown

Bridget D. Brown, Notary Public

My Commission Expires:

04/01/2007



2. All exterior and interior doors will be hollow metal with knock down frames except for one door going into storage area.
3. All exterior and interior doors will be hollow metal with knock down frames except for one door going into storage area.
4. Roof will be modified Bitchem 2 7/8 Isoboard with 20 year guarantee.
5. Redesign the structure to eliminate columns in block; roof drainage will be from front of building to back; provided, however, there shall be no exposed structure or tapered column. and walls must be flush.
6. Lowest point of bar joist will be 14' to bottom, but such joists must accommodate an 11'-6" drop ceiling.
7. Building will be 400 amp all electric.

EXHIBIT A-1 EXCEPTIONS  
LEASE DATED: JUNE 11, 2002  
LOCATION: GILBERT, WV





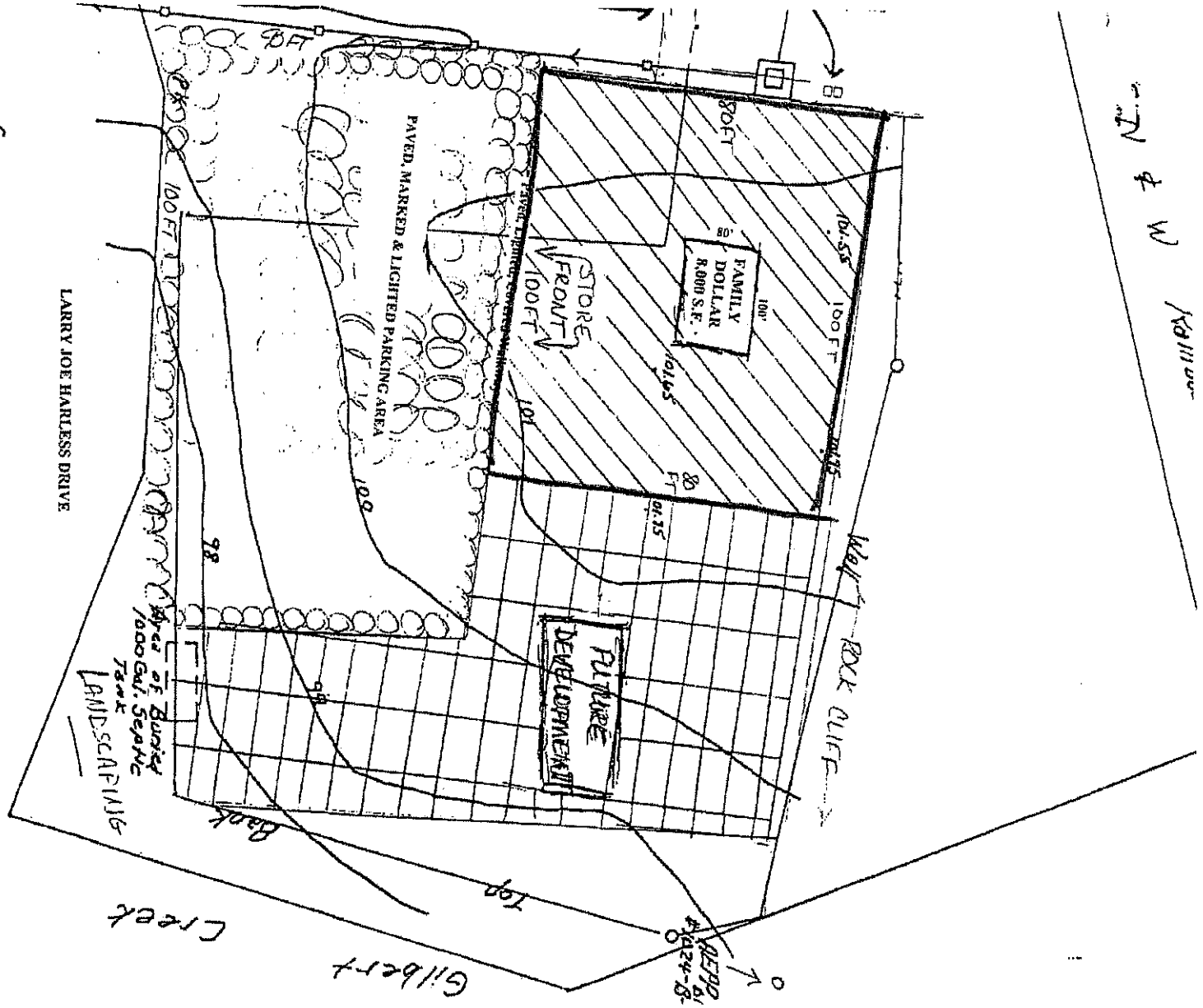


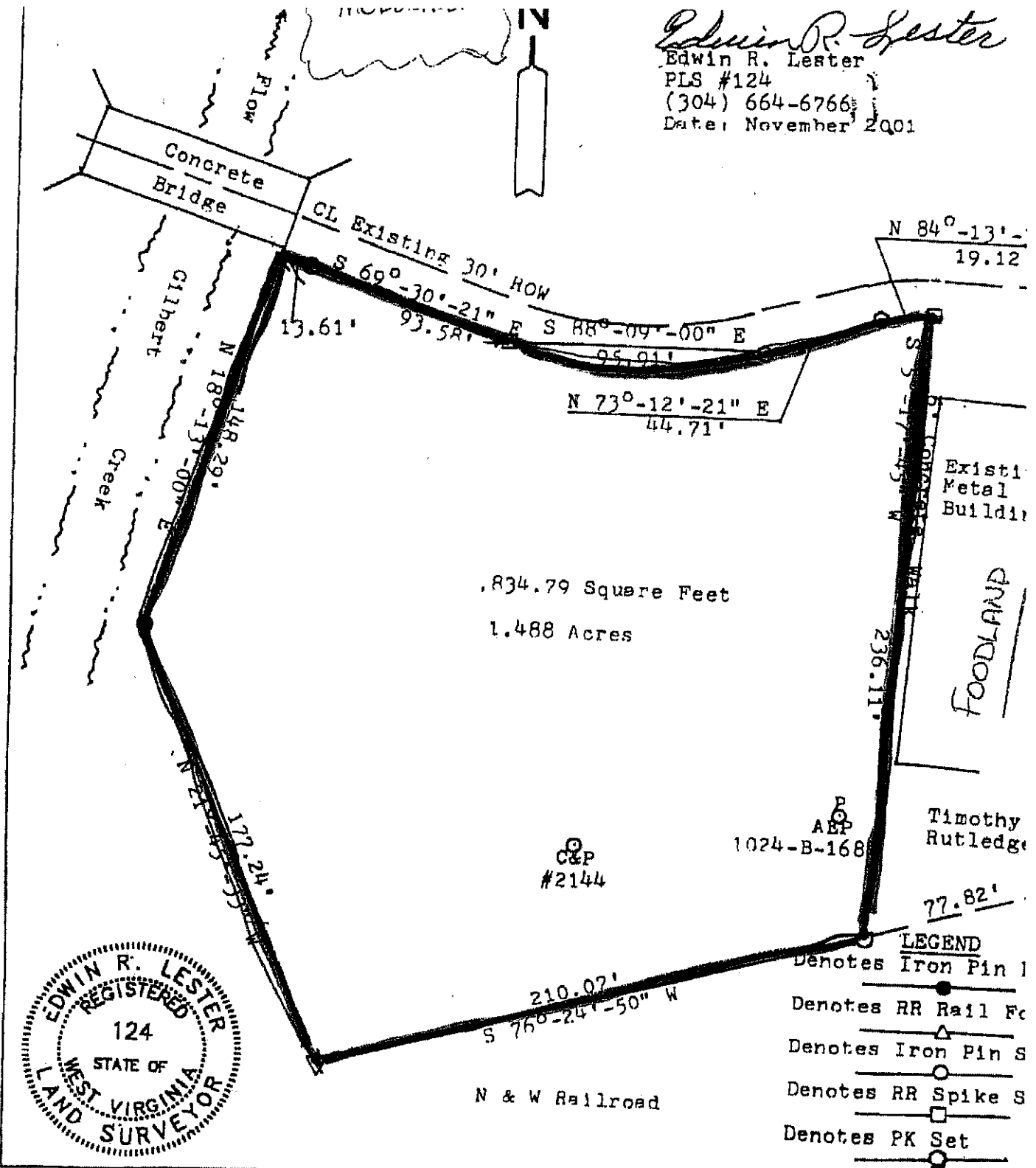
EXHIBIT B - SITE PLAN

LEASE DATED JUNE 11, 2002

LOCATION: GILBERT, WV

LANDLORD \_\_\_\_\_ TENANT TRG

*Edwin R. Lester*  
Edwin R. Lester  
PLS #124  
(304) 664-6766  
Date: November 2001



9000

INSTRUMENT NO. 1

0690 500 500 001 07107 110 7007 107

EXHIBIT B-1 MAP OF SURVEY  
LEASE DATED JUNE 11, 2002  
LOCATION: GILBERT, WV  
LANDLORD \_\_\_\_\_ TENANT WJL

THIS SPACE FOR USE BY RECORDING OFFICIAL

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

STATE OF WEST VIRGINIA

SHORT FORM LEASE

COUNTY OF MINGO

THIS LEASE is made and entered into this 11<sup>th</sup> day of June, 2002, by and between PAMELA A. LAMBERT, a married woman (hereinafter called "Landlord"), and FAMILY DOLLAR STORES OF WEST VIRGINIA, INC., a West Virginia 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 on the south side of Larry Joe Harless Drive east of its intersection with U. S. Highway 52, in the City of Gilbert, County of Mingo, State of West Virginia, and being that property fronting approximately 266.93 feet on Larry Joe Harless Drive and extending approximately 236.11 feet in a southerly direction to the rear as shown outlined in red on Exhibit B-1 Map of Survey attached hereto and made a part hereof.

Together with a building containing 8,000 (100' x 80') square feet, which shall be constructed by Landlord, as hereinafter provided, on the above-described premises along with the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan (said premises and the building and improvements thereon, upon completion of construction, are hereinafter called the "demised premises").

Tenant, its invitees, customers, employees and delivery personnel are also granted the right to cross over onto the property located immediately to the east of the demised premises for purposes of parking by virtue of a Cross Access Agreement which Landlord warrants Landlord has obtained and which will be in effect during the term of this lease and which agreement provides that no barriers shall be erected between the demised premises and the property east of the demised premises.

TO HAVE AND TO HOLD the demised premises for an initial term ending on the 31st day of December, 2012, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (hereinafter called the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for four (4) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with



IN WITNESS WHEREOF, this indenture has been duly executed by said parties in manner and form provided by law, this the day and year first above written.

Witnesses:

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

LANDLORD

*Pamela A. Lambert* (SEAL)  
Pamela A. Lambert

ATTEST:

TENANT  
FAMILY DOLLAR STORES OF WEST VIRGINIA, INC.

*Thomas E. Schoenheit*  
Thomas E. Schoenheit  
Assistant Secretary

By: *Gilbert A. LaFare*  
Gilbert A. LaFare  
Senior Vice President

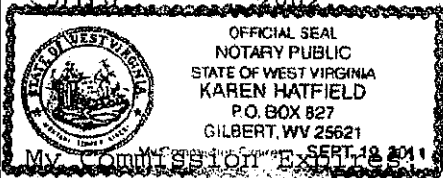
STATE OF West Virginia

NOTARY

COUNTY OF Mingo

I, Karen Hatfield, a Notary Public in and for the aforesaid State and County, do hereby certify that PAMELA A. LAMBERT personally appeared before me this day and acknowledged that the foregoing instrument was signed and executed by her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 21st day of June, 2002.



*Karen Hatfield*  
Printed Name: Karen Hatfield  
Notary Public

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

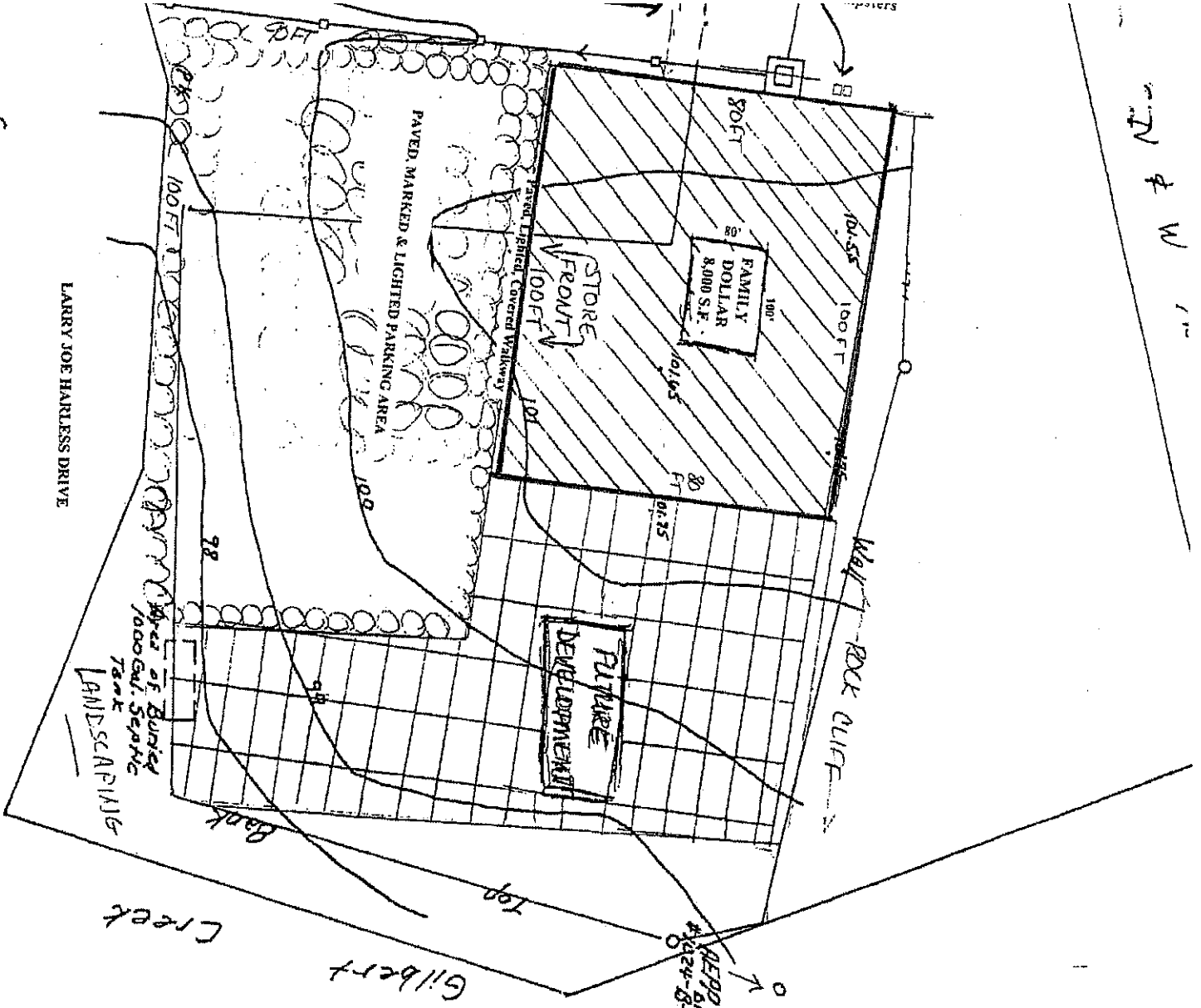
I, Bridget D. Brown, a Notary Public in and for the aforesaid State and County, do hereby certify that GILBERT A. LAFARE and THOMAS E. SCHOENHEIT, Senior Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF WEST VIRGINIA, INC., personally appeared before me this day and that 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 11<sup>th</sup> day of June, 2002.

*Bridget D. Brown*  
Bridget D. Brown, Notary Public

My Commission Expires:  
04/01/2007





N  
W

EXHIBIT B - SITE PLAN  
 SHORT FORM LEASE DATED JUNE 11, 2002  
 LOCATION: GILBERT, WV  
 LANDLORD \_\_\_\_\_ TENANT RJD

day of June, 2002, wherein FAMILY DOLLAR STORES OF WEST VIRGINIA, INC., is the Tenant for a certain premises generally described as follows:

premises situated on the south side of Larry Joe Harless Drive east of its intersection with U. S. Highway 52, in the City of Gilbert, County of Mingo, State of West Virginia, as shown outlined in red on Exhibit B - Site Plan, attached to the Lease Agreement.

I do hereby consent to said Lease Agreement and hereby agree that any right, title, interest, expectancy, spousal and/or marital claims and all of my estates of curtesy and homestead, whether legal or equitable, known or unknown, present or future, in and to the above-described premises shall be subject to Tenant's leasehold estate in the above-described premises.

This the 21<sup>st</sup> day of June, 2002.  
James L. Joyce, Sr.  
James L. Joyce, Sr.

Witness:

Marcella Roster

STATE OF West Virginia

NOTARY

COUNTY OF Mingo

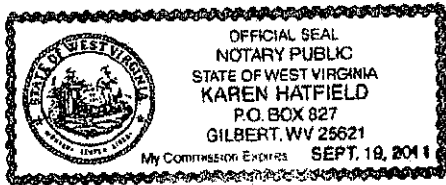
I, Karen Hatfield, a Notary Public for said County and State, do hereby certify that JAMES L. JOYCE, SR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 21<sup>st</sup> day of June, 2001.

(Official Seal)

Karen Hatfield  
Notary Public

My commission expires: 9/19/11.



day of June, 2002, wherein FAMILY DOLLAR STORES OF WEST VIRGINIA, INC., is the Tenant for a certain premises generally described as follows:

premises situated on the south side of Larry Joe Harless Drive east of its intersection with U. S. Highway 52, in the City of Gilbert, County of Mingo, State of West Virginia, as shown outlined in red on Exhibit B - Site Plan, attached to the Lease Agreement.

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This the 21<sup>st</sup> day of June, 2002.

James L. Joyce, Sr. (SEAL)  
James L. Joyce, Sr.

Witness:

Marcella Rester

STATE OF West Virginia

NOTARY

COUNTY OF Mingo

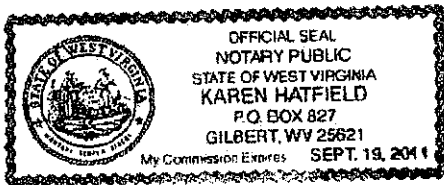
I, Karen Hatfield, a Notary Public for said County and State, do hereby certify that JAMES L. JOYCE, SR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 21<sup>st</sup> day of June, 2002.

(Official Seal)

Karen Hatfield  
Notary Public

My commission expires: 9/19/11.



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This the 21<sup>st</sup> day of June, 2002.  
James L. Joyce Sr. (SEAL)  
James L. Joyce, Sr.

Witness:

Marcella Roster

STATE OF West Virginia  
COUNTY OF Mingo

NOTARY

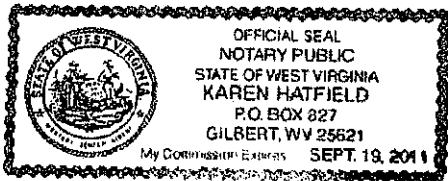
I, Karen Hatfield, a Notary Public for said County and State, do hereby certify that JAMES L. JOYCE, SR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 21<sup>st</sup> day of June, 2001.

(Official Seal)

Karen Hatfield  
Notary Public

My commission expires: 9/19/11.



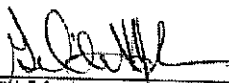


PAMELA A. LAMBERT (hereinafter called "Landlord") for premises located on the south side of Larry Joe Harless Drive east of its intersection with U. S. Highway 52, in the City of Gilbert, County of Mingo, State of West Virginia (hereinafter referred to as the "Lease"). The undersigned, Family Dollar Stores, Inc., a Delaware corporation, does hereby guarantee the payment of rent by Tenant as provided in the Lease; provided, however, this Guaranty is expressly conditioned on Family Dollar Stores, Inc., being given all notices (in writing and by Certified Mail, Return Receipt Requested, sent to its Corporate Secretary, P. O. Box 1017, Charlotte, North Carolina 28201-1017) required to be given to Tenant under the terms of the Lease.

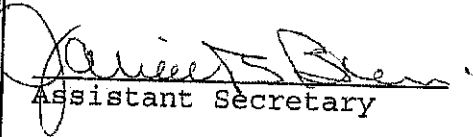
This the 11<sup>th</sup> day of June, 2002.

FAMILY DOLLAR STORES, INC.

By:

  
\_\_\_\_\_  
Gilbert A. LaFare  
Senior Vice President

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

