

Store # 6824

STATE OF IDAHO

FIRST AMENDMENT TO LEASE AGREEMENT

COUNTY OF BANNOCK

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 19<sup>th</sup> day of February, 2015, by and between 1433 NORTH MAIN POCATELLO, LLC, an Idaho limited liability company, successor-in-interest to Northern Utah Partners, LLC, (collectively, "Landlord") and FAMILY DOLLAR, INC., a North Carolina corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated February 8, 2005 (the "Lease") with respect to certain 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, as more specifically described in the Lease, (the "demised premises") and identified by Tenant as Store #6824; and

WHEREAS, the current term of the Lease expires on June 30, 2015 and, pursuant to the terms of the Lease, Tenant has the right to elect to cancel the extended term of the Lease by giving notice to Landlord; and

WHEREAS, Landlord and Tenant desire to keep the Lease in effect; and

WHEREAS, Landlord and Tenant have reached an agreement to extend the current term of the Lease for a period of five years;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree that:

1. EXTENDED TERMS AND RENT. The current term of the Lease, being the initial term, is scheduled to expire on June 30, 2015. Landlord and Tenant agree that the initial term will be lengthened to extend through June 30, 2020. Fixed rent for the initial term, through June 30, 2020, will remain FOUR THOUSAND FOUR HUNDRED SIXTEEN AND 67/100 dollars per month (\$53,000.04/annum).

The Lease provides for six remaining extended terms (the first, second, third, fourth, fifth and sixth extended terms). The fixed rent and other terms of the remaining extended terms will be as set forth in Paragraph 6 of the Lease, except that the first extended term will commence July 1, 2020, if Tenant does not cancel the same as provided in the Lease.

For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" will mean the current term, as extended, and any extended term that comes into effect pursuant to the Lease as amended.

2. NOTICES. Landlord and Tenant's addresses in Paragraph 24 of the Lease are hereby deleted and replaced with the following:



As to Landlord: 1433 NORTH MAIN POCATELLO, LLC  
c/o BCPM, Inc.  
Post Office Box 980370  
Park City, Utah 84098

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

-or-

For Commercial  
Delivery: Lease Administration Department  
FAMILY DOLLAR, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105

3. NEW PARAGRAPH ADDITIONS. The following new paragraphs are added to the Lease:

37. ESTOPPEL LETTERS. Landlord and Tenant agree, from time to time at reasonable intervals, within thirty (30) days after written request by the other party, to execute and deliver to the other party a statement certifying to any existing or prospective mortgagee, purchaser or assignee, that the Lease is in full force and effect, that the Lease has not been assigned, modified, supplemented or amended, that Tenant is in possession of the demised premises, and that to the best knowledge of the certifying party, the other party is not in default, or properly stating the facts if any of such certifications would not be factual, and stating the date through which fixed rent has been paid, the expiration date of the then current term and the number of remaining extensions of the term available to Tenant under the Lease. Landlord's request for an estoppel letter should be sent to Tenant via e-mail to: [estoppel@familydollar.com](mailto:estoppel@familydollar.com).

38. NON-WAIVER. No waiver of any agreement, condition or covenant will be valid unless it is set forth in writing signed by the party to be bound by the waiver. No waiver of a breach of any agreement, condition or covenant will be claimed or pleaded to excuse a subsequent breach of the same agreement, condition or covenant or any other agreement, condition or covenant.

39. JURISDICTION. The Lease will be construed and enforceable in accordance with the laws of the state where the demised premises are located. Any lawsuit brought by Landlord or Tenant against the other must be filed in a court of general jurisdiction where the rules of civil procedure for the state where the demised premises are located will apply.

40. TAXPAYER IDENTIFICATION INFORMATION. The Internal Revenue Service ("IRS") requires Tenant to provide a name and Taxpayer



Identification Number ("TIN") for each person or entity to whom Tenant makes payments. In order for Tenant to comply with this requirement, Landlord agrees to provide to Tenant a completed W-9 Form with Landlord's TIN and the name that corresponds with the number. Further, if Landlord's TIN and corresponding name change at any time during the term of the Lease, then Landlord will provide an updated W-9 form to Tenant.

The IRS assesses a penalty to Tenant if Tenant fails to provide the required information or provides a TIN that does not match the name in the IRS' records. If Landlord fails to provide the required information to Tenant, or provides inaccurate information to Tenant, and as a result the IRS assesses Tenant with a penalty, then Tenant will have the right to deduct the amount of the penalty up to TWO HUNDRED AND 00/100 DOLLARS (\$200.00) from the fixed rent due to Landlord. Tenant will show the deduction on the remittance advice provided with Tenant's rent check.

4. ELECTRONICALLY DELIVERED SIGNATURES/COUNTERPARTS. This Amendment may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Amendment is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Amendment to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Amendment via electronic delivery will be as valid and binding upon the parties as are original ink signatures. If either party to this Amendment (the "Sender") receives this Amendment bearing the signature of the other (the "Receiver"), whether such signature is an original document or a copy delivered electronically, and the Sender signs and returns only the signed signature page of this Lease to the other party, whether such signature is an original document or a copy delivered electronically, then the sending of the signed signature page by Sender will constitute a declaration by the Sender that this Amendment has been signed in the form and content received by the Sender without modification, and the Amendment received by the Receiver will be deemed to have been fully executed and binding on the parties, unless the Sender simultaneously notifies the Receiver that the Sender has made revisions to this Amendment and sends the revised and initialed pages or a letter describing the revisions along with the signature page, in which case the Sender will be deemed to have returned a counteroffer to the Receiver that will not be binding upon the parties unless the Receiver notifies the Sender in writing that the Receiver accepts the revisions made to this Amendment by the Sender. Without in any way affecting the validity or finality of this Amendment, the Receiver of a signed electronically delivered copy of this Amendment or an electronically delivered and signed signature page of this Amendment may request that the Sender deliver to the Receiver one or more original ink counterparts of this Amendment, in its entirety, with the Sender's signature notarized and witnessed, or attested if applicable, and the Sender will promptly comply with the request.

5. RECORDING. Landlord agrees to execute a memorandum of this Amendment ("Memorandum") 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 where the demised premises are located. Landlord will furnish an accurate legal description of the demised premises and will execute any other statement, affidavit, or other document necessary for recording the Memorandum.



6. LANDLORD AND TENANT WARRANTIES. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions. In addition, Landlord's representations, covenants and warranties of title and authority set forth in the Lease are hereby renewed and restated by Landlord. Landlord also represents and warrants that no consent or approval of any mortgagee of the demised premises or any other entity is required.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.

Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESS:

*Nichelle Olson*  
Print: Nichelle Olson

LANDLORD  
1433 NORTH MAIN POCATELLO, LLC  
By: *Ron Kennedy* (SEAL)  
Name: Ron Kennedy  
Title: owner/manager

STATE OF Idaho  
COUNTY OF Ada

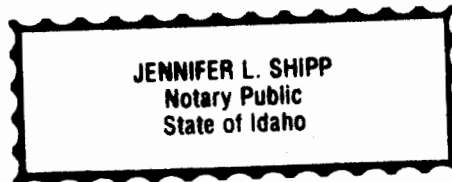
NOTARY

I, Jennifer L Shipp, a Notary Public in and for the aforesaid State and County, do hereby certify that Ronald Kennedy personally appeared before me this day and that by the authority duly given and on behalf of 1433 NORTH MAIN POCATELLO, LLC, acknowledged the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 11<sup>th</sup> day of March, 2015.

*Jennifer L Shipp*  
Notary Public

My Commission Expires:  
12-14-2018



ATTEST:

Thomas E. Schoenheit  
Thomas E. Schoenheit  
Assistant Secretary

TENANT  
FAMILY DOLLAR, INC.

By: Jose M. Luis  
Jose M. Luis  
Vice President – Real Estate Development

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Meredith Odom, a Notary Public in and for the aforesaid State and County, do hereby certify that JOSE. M. LUIS and THOMAS E. SCHOENHEIT, Vice President – Real Estate Development 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 19<sup>th</sup> day of February, 2015.

Meredith Odom  
Meredith Odom  
Notary Public

My Commission Expires:  
January 15, 2019

MEREDITH ODOM  
NOTARY PUBLIC  
Mecklenburg County  
North Carolina

