
This instrument prepared by
and after recording return to:
Clay D. Stephens, Esq.
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
N/A

Dollar General Store No.3952

STATE OF MISSISSIPPI

COUNTY OF DESOTO

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 20th day of October, 2009 by and between **Ware Properties, LLC**, a limited liability company (the "Landlord") and **Doglencorp, LLC**, a Kentucky limited liability company (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of April 10, 2009 (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in DeSoto County, Mississippi, 38637, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

Sam Ware
5358 Alpha Rd.
Caldwater 38618

2. The Lease contains provisions concerning the construction of the Demised Premises.

3. The Demised Premises may be used for any lawful purpose.

4. The term of the Lease shall be for a period of ten (10) years beginning on the Commencement Date as that term is defined in the Lease.

5. Tenant shall be entitled to extend the term of the Lease for five (5) successive periods of five (5) years each, upon the terms and conditions therein set forth.

6. Landlord covenants and agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed by Landlord or an affiliate of Landlord (for a third party), within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, McCory's, McCory's Dollar, Planet Dollar, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, or Wal-Mart Supercenter. This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises and to any such land owned, developed or acquired in the future within a one (1) mile radius. Landlord agrees (for itself and its affiliates) not to accept any engagement as a developer for such purposes in violation of the foregoing restrictive covenants within such one (1) mile radius.

7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.

8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

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

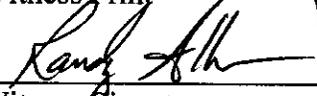
LANDLORD:

WARE PROPERTIES, LLC
a limited liability company

By: 
Sam Ware
Its: Member


Witness Signature

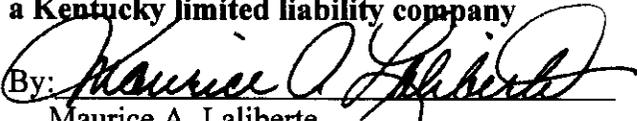
Debra Monday
Witness Print

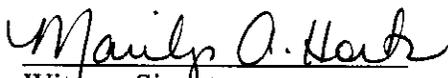

Witness Signature

Randy Allen
Witness Print

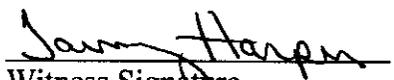
TENANT:

DOLGENCORP, LLC
a Kentucky limited liability company

By: 
Maurice A. Laliberte
Its: Vice President of Lease Administration


Witness Signature

Marilyn A. Horton
Witness Print


Witness Signature

Tammy Harper
Witness Print

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Mississippi)
) SS
COUNTY OF DeSoto)

On this the 20th day of October, 2009, before me, the undersigned, personally appeared Sam Ware, who acknowledged himself/~~herself/themselves~~ to be the Member of Ware Properties LLC a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/~~herself/themselves~~ as Member.

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



Kathy G. Davidson
My Commission Expires: 04-09-2012

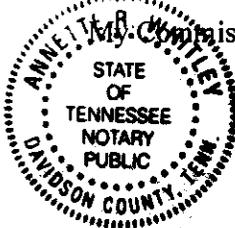
TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 15th day of October, 2009, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President of Lease Administration of Doglencorp, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Lease Administration.

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

Anne M. R. Combs



My Commission Expires: 7-24-10

My Commission Expires JULY 24, 2010

EXHIBIT A
LEGAL DESCRIPTION
(See Attached)

Exhibit A-1

*Ward Engineering, Inc.
6111 Hwy 4 West
Ripley, MS 38663
662-837-8545*

**Description of Ware Properties, LLC Survey
Deposit Guaranty National Bank Property
(Source Deed: Deed Book 320, Page 426)**

1.435 Acres, also known as Lot 1, Section A, Center City Commercial Subdivision, located in Section 28, Township 1 South, Range 8 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 57, Page 36-37, in the Office of the Chancery Clerk of Desoto County, Mississippi, more particularly described as follows:

Commencing at an iron pin set at the southwest corner of Lot 1, Section A, Center City Commercial Subdivision, located in Section 28, Township 1 South, Range 8 West, Desoto County, Mississippi, and also being the true POINT OF BEGINNING for this description, thence run North 00 degrees 20 minutes 25 seconds West 250.00 feet to an iron pin set; thence North 89 degrees 39 minutes 35 seconds East 250 feet to an iron pin set; thence South 00 degrees 20 minutes 25 seconds East 250.00 feet to an iron pin set; thence South 89 degrees 39 minutes 35 seconds West 250.00 feet to the POINT OF BEGINNING, having an area of 1.435 acres.

MS 7-1-09
APPROVED