

**FOURTH AMENDMENT TO LEASE AGREEMENT**

COUNTY OF HAMPSHIRE

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 28<sup>th</sup> day of December, 2010, by and between ACORN DEVELOPMENT, INC., a West Virginia corporation ("Landlord") and FAMILY DOLLAR STORES OF WEST VIRGINIA, INC., a West Virginia corporation, successor-in-interest to Family Dollar Stores of Phillipi, W. Va., Inc. ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated March 4, 1991 ("Original Lease Agreement"), as amended by that certain Amendment to Lease Agreement dated April 30, 1991, Second Amendment to Lease Agreement dated December 7, 1993, and Third Amendment to Lease Agreement dated March 28, 1994 (the Original Lease Agreement, as amended, is the "Lease") for certain premises and improvements thereon situated in Landlord's shopping center located on the south side of U.S. Route 50, and having a street address of HC 63 Box 50, U.S. Route 50, in the City of Romney, County of Hampshire, State of West Virginia ("demised premises"). The demised premises are more specifically described in the Lease and identified by Tenant as Store #1892; and

WHEREAS, Tenant operates a retail store in the demised premises; and

WHEREAS, Landlord and Tenant desire to renovate Tenant's store and Tenant is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, Landlord and Tenant amend the Lease as follows:

1. EXTENDED TERMS AND RENT. The present term of the Lease, being the second extended term of the Lease, is scheduled to expire on December 31, 2015. Landlord and Tenant agree that the duration of the second extended term will be increased and extended through January 31, 2021. Tenant will continue to pay to Landlord fixed rent in the amount of THREE THOUSAND THREE HUNDRED FORTY-FOUR AND 29 /100 DOLLARS (\$40,131.48/annum), plus Tenant will pay percentage rent equal to 2.5% of the gross sales, as defined in the Lease, in excess of \$1,605,261 through January 31, 2021.

Landlord and Tenant agree and confirm that there are four remaining five-year extended terms of the Lease (the third, fourth, fifth and sixth extended terms). Landlord grants Tenant two additional five-year extended terms of the Lease (the seventh and eighth extended terms). The term of the Lease will be automatically extended one period at a time unless Tenant gives written notice to Landlord canceling the next extended term at least 60 days before the extended term is scheduled to begin. If



Tenant gives written notice to Landlord, then the Lease will expire the day before the extended term is scheduled to begin. All of the terms, covenants and conditions of the Lease, as amended by this Amendment, will apply to the extended terms, except the amount of rent in the seventh and eight extended terms will be as follows:

| EXTENDED TERM | FIXED RENT                           | PERCENTAGE RENT             |
|---------------|--------------------------------------|-----------------------------|
| 7th           | \$3,703.84/month (\$44,446.08/annum) | 2.5% over \$1,777,843/annum |
| 8th           | \$3,814.96/month (\$45,779.52/annum) | 2.5% over \$1,831,181/annum |

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

2. LEASE YEAR. In the second paragraph of Paragraph 1. RENTAL of the Lease, the last sentence beginning with "For purposes" is deleted and replaced with: "The term 'lease year' is a 52-week period ending on January 31."

3. ALTERATIONS. Tenant will make improvements and alterations to the demised premises and Tenant will have the right to make, at its expense, all improvements and alterations desired by Tenant to make and use the demised premises. All work performed by Tenant will be done in a workmanlike manner and in compliance with all applicable building codes. Upon termination of the Lease, Tenant will not be required to restore the demised premises to their condition prior to the making of Tenant's improvements and alterations; provided, however, Tenant will deliver the demised premises in "broom clean" condition. To the extent that the provisions of this paragraph conflict with the Lease, the provisions in this Amendment control.

4. SIGNS. As part of Tenant's renovations, Landlord and Tenant agree that Tenant may replace its building sign, under canopy sign, and/or road sign with new signs, bearing Tenant's new standard graphics and colors, in the location of the current signs.

5. NOTICES. Paragraph 24 of the Lease, is deleted and replaced with the following:

24. NOTICES. All notices from Tenant to Landlord or Landlord to Tenant must be in writing to be effective. Notices sent via fax and e-mail will be effective between Landlord and Tenant, except that notices sent by Tenant pursuant to Paragraph 6, notices of default sent by either party including any notice intending to start a cure period under Paragraph 14 or 17 or any notice sent to change the notice address of Landlord or Tenant must be sent to the address set forth below either by (i) United



States mail sent via Certified Mail, Return Receipt Requested, or by (ii) commercial national delivery service capable of providing written proof of delivery. Any notice sent by certified mail or commercial delivery service will be deemed given when mailed even if the party to whom the notice is sent refuses to accept delivery.

As to Landlord:

For U.S. Mail:

ACORN DEVELOPMENT, INC.  
Post Office Box 1745  
Parkersburg, West Virginia 26102

-or-

For Commercial  
Delivery:

ACORN DEVELOPMENT, INC.  
3320 Broad Street  
Parkersburg, West Virginia 26104  
Attn: Mike Corra, Operations Manager

As to Tenant:

For U.S. Mail:

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

-or-

For Commercial  
Delivery:

Lease Administration Department  
FAMILY DOLLAR STORES OF WEST VIRGINIA, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105

Either Landlord or Tenant may change its notice address by giving written notice to the other party of the new address as provided in this Paragraph. All rent and other payments will be made by Tenant's check payable to Landlord and mailed to Landlord at the first address designated above. Tenant will not be obligated to pay rent to any person or entity other than Landlord until Tenant receives either: (i) a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent and, if applicable, providing notice of the transfer of Landlord's interest in the demised premises, or (ii) a copy of the deed signed by Landlord transferring ownership of the demised premises or a copy of an assignment of this Lease signed by Landlord.

6. 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.



7. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that the Landlord is lawfully seized of the demised premises, and has good title thereto; and 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 the Lease is specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease that are not modified or amended by this Amendment are hereby ratified and confirmed.

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

ATTEST:

LANDLORD  
ACORN DEVELOPMENT, INC.

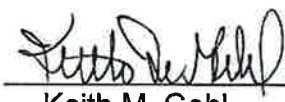
  
Secretary

By:  (SEAL)  
Rodger Corra  
President

ATTEST:

TENANT  
FAMILY DOLLAR STORES OF  
WEST VIRGINIA, INC.

  
Thomas E. Schoenheit  
Assistant Secretary

By:   
Keith M. Gehl  
Senior Vice President  
Real Estate and Facilities



STATE OF WEST VIRGINIA

NOTARY

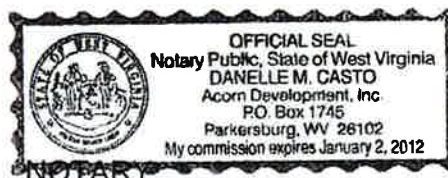
COUNTY OF Wood

I, Danelle M Casto, a Notary Public in and for the aforesaid State and County, do hereby certify that RODGER CORRA and Michael A. Corra, President and Secretary, respectively, personally appeared before me this day and that by the authority duly given and on behalf of ACORN DEVELOPMENT, INC., the foregoing instrument was signed and executed by them for the purposes therein expressed.

2011 WITNESS my hand and notarial seal this the 17<sup>th</sup> day of January.

Danelle M Casto  
\_\_\_\_\_, Notary Public

My Commission expires:  
January 2, 2012



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Darnell A. Stallings, 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-Real Estate and Facilities 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 28th day of December, 2010.

Darnell A Stallings  
Darnell A. Stallings  
Notary Public

My Commission expires:  
August 8, 2014



Romney

EXHIBIT A

1. 188

All that certain tract or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate, lying and being in the Romney District, Hampshire County, West Virginia, and more particularly bounded and described as follows:

BEGINNING at a set steel pin at or near original corner of tract and a corner of Snyder; thence, with Snyder, S 31° 55' 37" W 250.00' to a steel pin set in line; thence, with division lines through tract, N 48° 38' 30" W 125.00' to a steel pin set; thence, N 31° 55' 37" E 250.00' to a steel pin set in right of way of U.S. Rt. 50; thence, with Southern right of way of U.S. Route 50, S 48° 38' 30" E 125.00' to the BEGINNING and containing 0.708 acre, more or less, as more fully shown on Plat of Survey for Acorn Development, Inc., as prepared by Vanscoy Engineering and Surveying, David G. Vanscoy, P.E. No. 6649.

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

Suzanne T. Reynolds, Esquire  
Family Dollar Stores, Inc.  
Post Office Box 1017  
Charlotte, NC 28201-1017  
Phone: (704) 847-6961

#1892 Romney, W.VA

STATE OF WEST VIRGINIA

MEMORANDUM OF FOURTH AMENDMENT  
TO LEASE AGREEMENT

COUNTY OF HAMPSHIRE

THIS MEMORANDUM OF FOURTH AMENDMENT TO LEASE AGREEMENT ("Memorandum") is made and entered into this 28th day of December, 2010, by and between ACORN DEVELOPMENT, INC., a West Virginia corporation ("Landlord") and FAMILY DOLLAR STORES OF WEST VIRGINIA, INC., a West Virginia corporation, successor-in-interest to Family Dollar Stores of Phillipi, W. VA., Inc. ("Tenant").

WITNESSETH:

In consideration of the mutual covenants contained in this Memorandum, to all of which Landlord and Tenant agree, Landlord demises to Tenant and Tenant leases from Landlord, that certain premises and improvements thereon situated in Landlord's shopping center located on the south side of U.S. Route 50, and having a street address of HC 63 Box 50, U.S. Route 50, in the City of Romney, County of Hampshire, State of West Virginia, and being that property comprising approximately 8,050 (91' x 100' irregular) square feet (the "demised premises") as more specifically described in the Lease and identified by Tenant as Store #1892.

TENANT WILL HAVE AND HOLD the Demised Premises for the remainder of the second extended term of the Lease, which has been extended to expire on the 31st day of January, 2021, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties dated March 4, 1991 ("Original Lease Agreement"), as amended by that certain Amendment to Lease Agreement dated April 30, 1991, Second Amendment to Lease Agreement dated December 7, 1993, Third Amendment to Lease Agreement dated March 28, 1994, and as amended by that certain Fourth Amendment to Lease Agreement of the same date as this Memorandum (the Original Lease Agreement, as amended, is the "Lease"), which Lease is incorporated in this Memorandum by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for



six (6) successive periods of five (5) years each unless Tenant cancels the Lease. Landlord has granted and does grant Tenant, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the demised premises and shopping center.

LANDLORD's Address:

Acorn Development, Inc.  
P. O. Box 1745  
Parkersburg, WV 26102

TENANT's Address:

Family Dollar Stores of West Virginia, Inc.  
P. O. Box 1017  
Charlotte, NC 28201-1017  
Attn: Lease Administration Department

THIS MEMORANDUM amends that Memorandum of Lease recorded on May 28, 1991, in Deed Book 326, Page 640, of the public records of Hampshire County.

This MEMORANDUM has been duly executed by the parties in manner and form provided by law.

ATTEST:

LANDLORD  
ACORN DEVELOPMENT, INC.

  
Secretary

By:  (SEAL)  
Rodger Corra  
President

ATTEST:

TENANT  
FAMILY DOLLAR STORES OF  
WEST VIRGINIA, INC.

  
Thomas E. Schoenheit  
Assistant Secretary

By:   
Keith M. Gehl  
Senior Vice President  
Real Estate and Facilities



STATE OF WEST VIRGINIA

NOTARY

COUNTY OF Wood

I, Danelle M. Casto, a Notary Public in and for the aforesaid State and County, do hereby certify that RODGER CORRA and Michael A. Corra, President and Secretary, respectively, personally appeared before me this day and that by the authority duly given and on behalf of ACORN DEVELOPMENT, INC., the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 17<sup>th</sup> day of January, 2011.

Danelle M. Casto  
Notary Public

My Commission expires:  
January 2, 2012



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

NOTARY

I, Darnell A. Stallings, 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-Real Estate and Facilities 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 28th day of December, 2010.

Darnell A. Stallings  
Darnell A. Stallings  
Notary Public

My Commission expires:  
August 8, 2014



Romney

EXHIBIT A

1. 188

All that certain tract or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate, lying and being in the Romney District, Hampshire County, West Virginia, and more particularly bounded and described as follows:

BEGINNING at a set steel pin at or near original corner of tract and a corner of Snyder; thence, with Snyder, S  $31^{\circ} 55' 37''$  W 250.00' to a steel pin set in line; thence, with division lines through tract, N  $48^{\circ} 38' 30''$  W 125.00' to a steel pin set; thence, N  $31^{\circ} 55' 37''$  E 250.00' to a steel pin set in right of way of U.S. Rt. 50; thence, with Southern right of way of U.S. Route 50, S  $48^{\circ} 38' 30''$  E 125.00' to the BEGINNING and containing 0.708 acre, more or less, as more fully shown on Plat of Survey for Acorn Development, Inc., as prepared by Vanscoy Engineering and Surveying, David G. Vanscoy, P.E. No. 6649.



**CERTIFIED MAIL –  
RETURN RECEIPT REQUESTED  
7004 1160 0002 3890 5590**

October 3, 2005

Acorn Development, Inc.  
P.O. Box 1745  
Parkersburg, West Virginia 26102-1745

Re: Lease Agreement dated March 4, 1991, as amended by  
Amendments to Lease Agreement dated April 30, 1991 and March 28,  
1994, between **ACORN DEVELOPMENT, INC.**, Landlord and  
**FAMILY DOLLAR STORES OF WEST VIRGINIA, INC.**, Tenant,  
for premises located on Route 1, Romney, West Virginia – our store  
#1892

Gentlemen:

In accordance with the terms of the above-referenced Lease Agreement, notice is hereby  
given that the Tenant does hereby exercise its option to extend the term of the above-  
referenced Lease for a period beginning on the 1st day of January, 2006 and ending on  
the 31st day of December, 2010.

Yours very truly,

**FAMILY DOLLAR STORES OF WEST  
VIRGINIA, INC.**

Keith M. Gehl  
Sr. Vice President

cc: Lease Payables

## LEASE ADDENDUM

THIS LEASE ADDENDUM is made and entered into as of this 24<sup>th</sup> day of September, 2012 by and between Acorn Development, Inc., hereinafter referred to as Lessor or Landlord and Family Dollar Stores, hereinafter referred to as Lessee or Tenant, the parties to a certain lease agreement, a copy of which is attached hereto and incorporated by reference, dated 4<sup>th</sup> day of March 1991, and as Amended on the 30<sup>th</sup> day of April 1991 and as Amended the 7<sup>th</sup> day of December 1993 and as 28<sup>th</sup> day of March 1994 and as Amended the 28<sup>th</sup> day of December 2010 and as extended under certain extensions, periodically and continuously occupied by Tenant since that date to the present, for premises at

FAMILY DOLLAR STORE #1892- HC 63 Box 50 Romney, WV

### WITNESSETH:

WHEREAS Family Dollar is launching a customer service initiative to place Redbox DVD Automated Rental Kiosks at Family Dollar Store locations, and

WHEREAS Redbox is a self-service kiosk where the customer is able to select and rent the latest movie releases, and

### WHEREAS

- a. The Redbox kiosk, by its owner/operator, is to be placed on the sidewalk on the premises currently under lease to Tenant, and the Redbox owner/operator is
- b. Invited to the site by Tenant, Family Dollar Stores, and
- c. The kiosk unit is to be bolted to the sidewalk and
- d. The Kiosk unit operator requires that a 20 AMP dedicated circuit shall be installed for the operation of such kiosk, and the circuit installation (if an existing outlet is not currently available) requires penetration to the exterior of the building, and
- e. All the necessary work to install the kiosk will be planned, arranged, overseen, completed by the Tenant, or the Tenant's hired contractor and paid for by Tenant as the responsible party, including costs for: the project permits, the costs and expenses of the work, the appropriate and advance liability insurance for liability of Landlord and of Tenant to all, in connection with any claims arising from the project and
- f. Landlord is willing to sign off on the application on electrical permit, and
- g. Landlord shall hold Tenant responsible for all on going maintenance, upkeep of the Kiosk and cleaning thereof and repairs to the building electrical system necessary to kiosk operation, and

WHEREAS Tenant is launching the customer service initiative to place Redbox DVD Automated Rental Kiosks at Family Dollar Store locations, and Landlord prefers to not be out of pocket for expense related to this initiative, the parties agree

- h. That if for any reason, Landlord or Tenant needs that the kiosk be removed, Tenant warrants that it will absorb the cost of removal and return the area to its original condition prior to the installation of the kiosk, and

- i. To not unreasonably require the removal of the Redbox unit without just cause, and
- j. In the event of the damage to or theft of the Redbox kiosk or any part or system thereof, Tenant shall defend and hold Landlord harmless from any and all claims by Kiosk owner and others.

The parties agree that in all other matters and respects, the existing Lease as amended and extended and the provisions thereof remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written.

WITNESS:

Julia Corra

WITNESS:

FDPH

LESSOR:

**Acorn Development, Inc.**

By: [Signature]

Name: Julia Corra

Title: President

LESSEE:

**Family Dollar Stores of West Virginia, Inc.**

By: [Signature]

Name: Marilyn M. Moore

Title: VP Real Estate

**ACORN DEVELOPMENT, INC.****P. O. Box 1745  
PARKERSBURG, WV 26102****Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 7/27/2018 | 201720    |

|                                                                  |
|------------------------------------------------------------------|
| Bill To                                                          |
| Family Dollar Stores, Inc.<br>PO Box 1017<br>Charlotte, NC 28201 |

**PAID  
10/02/2018**

| P.O. No. | Terms            | Project |
|----------|------------------|---------|
|          | Due upon receipt |         |

| Quantity | Description                                                                                                                                                                                                                                                          | Rate     | Amount   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
|          | Romney, WV Store #1892<br>Real Estate Taxes due by Family Dollar for Tax Year 2018<br>(copies of current year 2018 and base year 1993 enclosed.)<br><br>2018 Real Estate Taxes      \$3,807.04<br>1993 Base Year Taxes      \$2,249.30<br>Difference      \$1,557.74 | 1,557.74 | 1,557.74 |

| Phone #       | Fax #         |
|---------------|---------------|
| (304)428-8224 | (304)422-2678 |

**Total**      \$1,557.74

**ACORN DEVELOPMENT, INC.****P. O. Box 1745  
PARKERSBURG, WV 26102****Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 7/27/2018 | 201720    |

|                                                                  |
|------------------------------------------------------------------|
| <b>Bill To</b>                                                   |
| Family Dollar Stores, Inc.<br>PO Box 1017<br>Charlotte, NC 28201 |

**PAID  
10/08/2018**

| P.O. No. | Terms            | Project |
|----------|------------------|---------|
|          | Due upon receipt |         |

| Quantity | Description                                                                                                                                      | Rate         | Amount            |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
|          | Romney, WV Store #1892<br>Real Estate Taxes due by Family Dollar for Tax Year 2018<br>(copies of current year 2018 and base year 1993 enclosed.) | 1,557.74     | 1,557.74          |
|          | 2018 Real Estate Taxes      \$3,807.04                                                                                                           |              |                   |
|          | 1993 Base Year Taxes      \$2,249.30                                                                                                             |              |                   |
|          | Difference      \$1,557.74                                                                                                                       |              |                   |
|          |                                                                                                                                                  | <b>Total</b> | <b>\$1,557.74</b> |

| Phone #       | Fax #         |
|---------------|---------------|
| (304)428-8224 | (304)422-2678 |

STATE OF WEST VIRGINIA  
COUNTY OF HAMPSHIRE

THIRD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 28 day of March, 1994, by and between ACORN DEVELOPMENT, INC., a West Virginia corporation, hereinafter called "Landlords", and FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC., a West Virginia corporation, hereinafter called "Tenant";

W I T N E S S E T H:

WHEREAS, Landlords and Tenant entered into a Lease Agreement dated March 4, 1991, as amended by Amendment to Lease Agreement dated April 30, 1991, and Second Amendment to Lease Agreement dated December 7, 1993, (hereinafter referred to as the "Lease") for certain premises and a store building thereon located in the Landlords' property on the south side of U.S. Route 50, adjacent to and east of the Heritage Hill Hotel, in the City of Romney, Hampshire County, West Virginia, said premises being more specifically described in the Lease which is incorporated herein by reference; and

WHEREAS, Landlords were to expand the size of said premises by at total of 1,296 square feet; and

WHEREAS, upon completion of the expansion an inspection made by Tenant revealed that the expanded area contained only 1,050 square feet;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, Landlords and Tenant do hereby amend the Lease as follows:

1. SITE PLAN. Exhibit B - Amended Site Plan is hereby deleted and replaced by the Exhibit B - Amended Site Plan attached to and made a part of this Amendment. All references in the Lease and in this Amendment to Exhibit B - Site Plan shall mean the Amended Site Plan attached hereto.

2. DEMISED PREMISES. Paragraph 2 of the Second Amendment to Lease Agreement (hereinafter called the "Second Amendment") is hereby deleted and replaced by the following:

"That, in consideration of the covenants hereinafter contained, the Landlords hereby demise and let, and the Tenant hereby rents and hires from the Landlords, the following described premises on the south side of U.S. Route 50, adjacent to and east of the Heritage Hill Hotel, in the City of Romney, Hampshire County, West



Virginia and being that property fronting approximately 114 feet on U.S. Route 50 and extending approximately 225 feet deep as shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof"

Together with a building containing 8,050 (91' x 100' irregular) square feet, which shall be provided by Landlords 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 are hereinafter called the "demised premises")."

The term "shopping center" as used in the Lease shall mean the building and the paved parking, service and access areas on the demised premises.

3. RENT. Paragraph 5. of the Second Amendment is hereby deleted and replaced by the following:

RENT. Effective one year from the date the expansion area (as defined in the Second Amendment) is delivered to Tenant with the water problems described in Paragraph 6 of the Second Amendment fully cured, fixed minimum rent shall be THREE THOUSAND TWO HUNDRED THIRTY ONE AND 37/100 DOLLARS per month (\$38,776.44/annum) and in addition Tenant shall pay a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,551,060.00 made by Tenant in the demised premises during each lease year period.

4. Numbered Paragraph 7. OPTION TO RENEW. of the Second Amendment is hereby deleted in its entirety and replaced by the following:

"7. OPTION TO EXTEND. The term of this lease shall be automatically extended for six successive periods of five years each unless Tenant shall give written notice to Landlord cancelling the next extended term at least sixty (60) 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. 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 through Tenant's decision not to cancel this lease. All of the terms, covenants and conditions of this lease shall apply to each such extended term except rent which shall be payable as follows: During the first extended term rent shall be payable at the rate of THREE THOUSAND TWO HUNDRED THIRTY ONE AND 37/100 Dollars per month (\$38,776.44/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,551,060.00 made by Tenant on the demised premises during each lease year period of said extended term. During the second extended term rent shall be payable at the rate of THREE THOUSAND THREE HUNDRED FORTY FOUR AND 29/100 Dollars per month (\$40,131.48/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,605,261.00 made by Tenant on the demised premises during each lease year period of said extended term. During the third extended term rent shall be payable at the rate of THREE THOUSAND THREE HUNDRED SEVENTY SEVEN AND 22/100 Dollars per month (\$40,526.64/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,621,065.00 made by Tenant on the demised premises during each lease year period of said extended term. During the fourth extended term rent shall be payable at the rate of THREE THOUSAND FOUR HUNDRED FIFTY AND 13/100 Dollars per month (\$41,401.56/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,656,060.00 made by Tenant on the demised premises during each



lease year period of said extended term. During the fifth extended term rent shall be payable at the rate of THREE THOUSAND FIVE HUNDRED TWENTY THREE AND 04/100 Dollars per month (\$42,276.48/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,691,061.00 made by Tenant on the demised premises during each lease year period of said extended term. During the sixth extended term rent shall be payable at the rate of THREE THOUSAND FIVE HUNDRED NINETY FIVE AND 96/100 Dollars per month (\$43,151.52/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,726,063.00 made by Tenant on the demised premises during each lease year period of said extended term."

5. LANDLORDS AUTHORITY. Landlords represent and warrant that Landlords have full right and lawful authority to enter into this Amendment and that no consent or approval of any mortgagee of the demised premises or the shopping center or any other entity is required.

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

IN WITNESS WHEREOF, Landlords and Tenant have caused this Amendment to Lease Agreement to be duly executed and sealed, this the day and year first above written.

Witness:

LANDLORDS  
ACORN DEVELOPMENT, INC.

Michael A. Corra

By: Michael A. Corra  
President

ATTEST:

Bryce  
Assistant Secretary

TENANT  
FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC.

By: DG Summers  
Sr. Vice President



STATE OF WEST VIRGINIA  
COUNTY OF WOOD

NOTARY

I, EARLENE M. GESSNER, a Notary Public in and for the  
aforesaid State and County, do hereby certify  
that ANDREW J. CORRA, personally appeared before me this day  
and that by the authority duly given and on behalf of Acorn Development, Inc.  
the foregoing instrument was signed and executed by him for the purposes  
therein expressed.

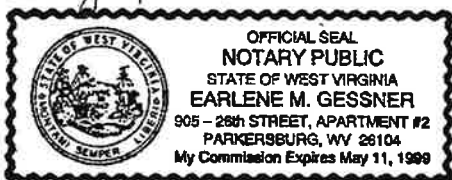
WITNESS my hand and notarial seal this the 28TH day of March, 1994.

Earlene M. Gessner

Notary Public

My Commission Expires:

May 11, 1999



STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, NANCY P. TUCK, a Notary Public in and for the aforesaid  
State and County, do hereby certify that STEPHEN G. SIMMS, and GEORGE R. MAHONEY, JR.  
~~BURRIS~~, Sr. Vice President and ~~Assistant~~ Secretary respectively of FAMILY  
DOLLAR STORES OF PHILLIPI, W. VA., 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 9th day of MAY, 1994.

Nancy P. Tuck

Notary Public

My Commission Expires:

7-19-97



# EXHIBIT B Amended Site Plan

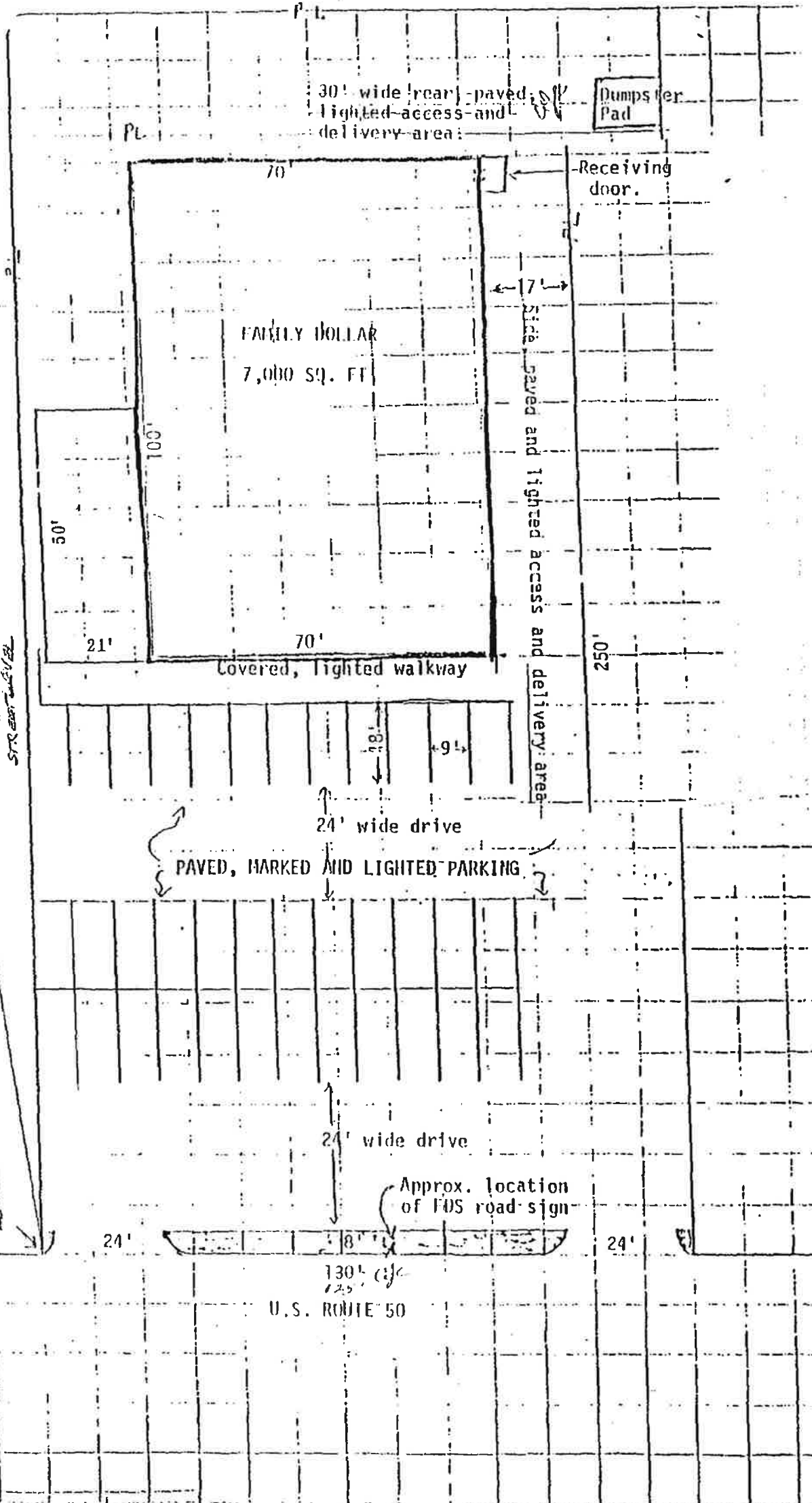
Note: Final site grades are subject to Tenant's approval.

PROPOSED SITE GRADINGS

LEVEL FOR SIDEWALK & BLDG

46" ABOVE STREET LEVEL

STREET LEVEL



DATE 3/1/91

APPROVED BY

LANDLORD

TENANT

EXHIBIT B - Lease Agreement  
ORION DEVELOPMENT COMPANY  
Landlord  
FAMILY DOLLAR STORES OF PHILLIPS, W. VA., INC.  
Tenant

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 30<sup>th</sup> day of April, 1991, by and between ACORN DEVELOPMENT, INC., a West Virginia corporation, (hereinafter called "Landlords"), and FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC., a West Virginia corporation (hereinafter called "Tenant");

W I T N E S S E I H:

WHEREAS, Landlords and Tenant are parties to a Lease Agreement dated March 4, 1991, for certain premises situated in the Landlords' proposed shopping center to be constructed on the south side of U.S. Route 50, adjacent to and east of the Heritage Hill Hotel, in the City of Romney, Hampshire County, West Virginia, and being more specifically described in the Lease Agreement, (hereinafter called the "Lease") which is incorporated herein by reference; and

WHEREAS, certain physical conditions of the shopping center property required Landlords to redesign the shopping center;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Amendment and to conform Exhibit B to the Lease to the building to be constructed by Landlords, Landlords and Tenant do hereby amend the Lease as follows:

1. Exhibit B - Site Plan to the Lease is hereby deleted and replaced by Exhibit B - Site Plan attached hereto. All references in the Lease to Exhibit B - Site Plan shall mean Exhibit B - Site Plan attached to this Amendment.

2. Landlords represent and warrant that Landlords have full right and lawful authority to enter into this Amendment to Lease Agreement and that no consent or approval of any mortgagee of the shopping center or any other entity is required.

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

IN WITNESS WHEREOF, the Landlords and Tenant have caused this Amendment to Lease Agreement to be duly executed and sealed, this the day and year first above written.

Witness:

Jean C. Bell  
Carol J. Myers

LANDLORDS  
ACORN DEVELOPMENT, INC.

By: Andrea J. Corn  
President

TENANT  
FAMILY DOLLAR STORES OF PHILLIPI, W.VA.,

By: [Signature]  
Sr. Vice President

ATTEST:

[Signature]  
Assistant Secretary

STATE OF West Virginia

NOTARY

COUNTY OF Hood

I, Earlene M. Gessner, a Notary Public in and for the  
aforesaid State and County, do hereby certify  
that Andrew J. Conra, personally appeared before me this day  
and that by the authority duly given and on behalf of Acorn Development, Inc.,  
as its President acknowledged the foregoing instrument was signed and executed  
by him for the purposes therein expressed.

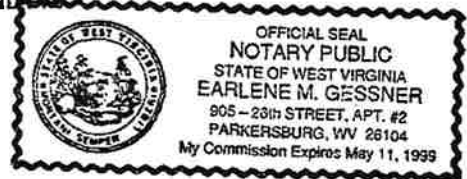
WITNESS my hand and notarial seal this the 16th day  
of May, 1991.

Earlene M. Gessner

Notary Public

My Commission Expires:

May 11, 1999



STATE OF NORTH CAROLINA

NOTARY

COUNTY OF ~~MECKLENBURG~~ Scotland

Shellee Hunt Comer, a Notary Public in and for the  
aforesaid State and County, do hereby certify that STEPHEN G. SIMMS and JANICE  
B. BURRIS, Sr. Vice President and Assistant Secretary respectively of FAMILY  
DOLLAR STORES OF PHILLIPI, W.VA., 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 14th day of May,  
1991.

Shellee Hunt Comer

Notary Public

My Commission Expires:

10-26-91



STATE OF WEST VIRGINIA  
COUNTY OF HAMPSHIRE

SECOND AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 7th day of December, 1993, by and between ACORN DEVELOPMENT, INC., a West Virginia corporation, hereinafter called "Landlords", and FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC., a West Virginia corporation, hereinafter called "Tenant";

W I T N E S S E T H:

WHEREAS, Landlords and Tenant entered into a Lease Agreement dated March 4, 1991, as amended by Amendment to Lease Agreement dated April 30, 1991, (hereinafter referred to as the "Lease") for certain premises and a store building thereon located in the Landlords' property on the south side of U.S. Route 50, adjacent to and east of the Heritage Hill Hotel, in the City of Romney, Hampshire County, West Virginia, said premises being more specifically described in the Lease which is incorporated herein by reference; and

WHEREAS, Landlords and Tenant desire to expand the size of said premises;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, Landlords and Tenant do hereby amend the Lease as follows:

1. SITE PLAN. Exhibit B - Amended Site Plan is hereby deleted and replaced by the Exhibit B - Amended Site Plan attached to and made a part of this Amendment. All references in the Lease and in this Amendment to Exhibit B - Site Plan shall mean the Amended Site Plan attached hereto.

2. DEMISED PREMISES. The first and second paragraphs appearing on the first page of the Lease under "W I T N E S S E T H:" are hereby deleted and replaced by the following:

"That, in consideration of the covenants hereinafter contained, the Landlords hereby demise and let, and the Tenant hereby rents and hires from the Landlords, the following described premises on the south side of U.S. Route 50, adjacent to and east of the Heritage Hill Hotel, in the City of Romney, Hampshire County, West Virginia and being that property fronting approximately 114 feet on U.S. Route 50 and extending approximately 225 feet deep as shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof"

Together with a building containing 8,296 (94' x 100' less 24' x 46') square feet, which shall be provided by Landlords 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 are hereinafter called the "demised premises")."

The term "shopping center" as used in the Lease shall mean the building and the paved parking, service and access areas on the demised premises.



3. DELIVERY OF EXPANSION AREA. Tenant is presently occupying that portion of the building on the demised premises comprising 7,000 (70' x 100') square feet of floor space. Landlords hereby covenant and agree to deliver to Tenant upon the full execution of this Amendment by both Landlords and Tenant that additional space comprising approximately 1,296 (24' x 54') square feet shown as the "expansion area" on Exhibit B - Amended Site Plan. The expansion area was previously used as a "Subway" sandwich shop. Landlords shall remove from the expansion area all restaurant fixtures and equipment including freezers, coolers, counters, sinks and tables. Landlords shall remove the light fixtures and ceiling fans. Landlords shall remove all plumbing fixtures and stub off all plumbing lines flush with the floor. Landlords shall remove the Subway building sign and patch any holes left from removal. Landlord shall deliver the expansion area to Tenant in broom clean condition.

4. ALTERATIONS. Tenant shall have the right to make, at its expense, all improvements and alterations desired by Tenant to make and use the expansion area as part of the demised premises. All work performed by Tenant shall be done in a workmanlike manner and in compliance with all applicable building codes. Upon termination of the Lease, Tenant shall not be required to restore the demised premises to its condition prior to the making of such improvements and alterations.

5. RENT. Effective January 1, 1995, fixed minimum rent shall be increased to THREE THOUSAND THREE HUNDRED THIRTY NINE AND NO/100 DOLLARS per month (\$40,068.00/annum) and in addition Tenant shall pay a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,602,720.00 made by Tenant in the demised premises during each lease year period.

6. DRAINAGE. The building on the demised premises and particularly the expansion area have suffered from water penetrating through the walls and floor. Mud and dirt from the hillside behind the building have from time to time eroded and washed down against the side of the building. When this happens, water does not drain properly and seep into the building. Landlords warrant that they have recently taken measures to prevent water from penetrating the building and Landlords further warrant that to the best of



their knowledge, the problem has been corrected. Landlords acknowledge that they are responsible for performing any future work that may be necessary to prevent water from penetrating the building should the problem continue or reoccur. Landlords agree upon notice from Tenant to promptly perform any work required to prevent water from penetrating the building. If Landlords fail to take action to correct the problem after notice from Tenant, Tenant shall have the right to perform all required work and deduct the cost from rent.

7. EXTENSION OF TERM. Numbered Paragraph 7. OPTION TO RENEW. of the Lease is hereby deleted in its entirety and replaced by the following:

"7. OPTION TO EXTEND. The term of this lease shall be automatically extended for six successive periods of five years each unless Tenant shall give written notice to Landlord cancelling the next extended term at least sixty (60) 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. 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 through Tenant's decision not to cancel this lease. All of the terms, covenants and conditions of this lease shall apply to each such extended term except rent which shall be payable as follows: During the first extended term rent shall be payable at the rate of THREE THOUSAND THREE HUNDRED THIRTY NINE AND NO/100 Dollars per month (\$40,068.00/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,602,720.00 made by Tenant on the demised premises during each lease year period of said extended term. During the second extended term rent shall be payable at the rate of THREE THOUSAND FOUR HUNDRED FIFTY ONE AND 92/100 Dollars per month (\$41,423.04/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,656,920.00 made by Tenant on the demised premises during each lease year period of said extended term. During the third extended term rent shall be payable at the rate of THREE THOUSAND FOUR HUNDRED EIGHTY FOUR AND 84/100 Dollars per month (\$41,818.08/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,672,720.00 made by Tenant on the demised premises during each lease year period of said extended term. During the fourth extended term rent shall be payable at the rate of THREE THOUSAND FIVE HUNDRED FIFTY SEVEN AND 75/100 Dollars per month (\$42,693.00/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,707,720.00 made by Tenant on the demised premises during each lease year period of said extended term. During the fifth extended term rent shall be payable at the rate of THREE THOUSAND SIX HUNDRED THIRTY AND 67/100 Dollars per month (\$43,568.04/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,742,720.00 made by Tenant on the demised premises during each lease year period of said extended term. During the sixth extended term rent shall be payable at the rate of THREE THOUSAND SEVEN HUNDRED THREE AND 59/100 Dollars per month (\$44,443.08/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,777,720.00 made by Tenant on the demised premises during each lease year period of said extended term. Tenant shall exercise each option by giving to the Landlords notice, in writing, of its intention to do so not later than sixty (60) days prior to the expiration of the term of this lease or of this lease as extended."



8. LANDLORDS AUTHORITY. Landlords represent and warrant that Landlords have full right and lawful authority to enter into this Amendment and that no consent or approval of any mortgagee of the demised premises or the shopping center or any other entity is required.

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

IN WITNESS WHEREOF, Landlords and Tenant have caused this Amendment to Lease Agreement to be duly executed and sealed, this the day and year first above written.

Witness:

LANDLORDS  
ACORN DEVELOPMENT, INC.

Michael A. Corn

By: Andrew J. Lane  
President

ATTEST:

Janice B. Burt  
Assistant Secretary

TENANT  
FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC.

By: [Signature]  
Sr. Vice President



STATE OF West Virginia  
COUNTY OF Shoos

NOTARY

I, Earlene M. Gessner, a Notary Public in and for the  
aforesaid State and County, do hereby certify  
that Andrew J. Curren, personally appeared before me this day  
and that by the authority duly given and on behalf of Acorn Development, Inc.  
the foregoing instrument was signed and executed by him for the purposes  
therein expressed.

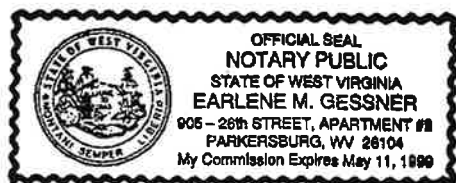
WITNESS my hand and notarial seal this the 10th day of December, 1993.

Earlene M. Gessner

Notary Public

My Commission Expires:

May 11, 1999



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

NOTARY

I, NANCY P. TUCK, a Notary Public in and for the aforesaid State and  
County, do hereby certify that GEORGE R. MAHONEY, Jr., and JANICE B. BURRIS,  
Sr. Vice President and Assistant Secretary respectively of FAMILY DOLLAR  
STORES OF PHILLIPI, W. VA., 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 7th day of December, 1993.

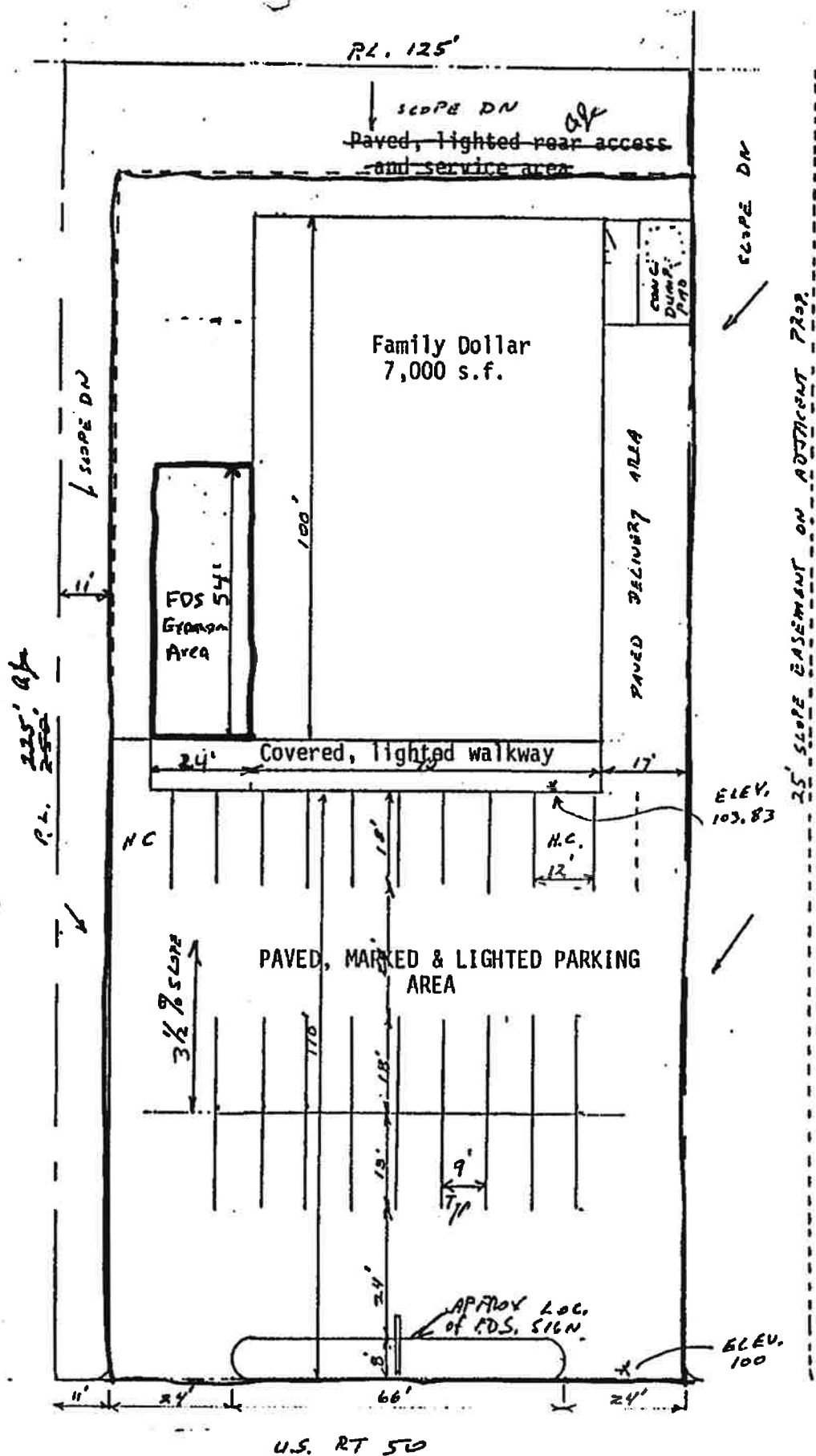
Nancy P. Tuck

Notary Public

My Commission Expires:

7-19-97





FAMILY DOLLAR  
ROMNEY W.V.

|              |         |
|--------------|---------|
| DATE         | 12-7-93 |
| APPROVED BY: |         |
| LANDLORD:    | ACD     |
| TENANT:      | FDP     |

EXHIBIT B - Amended Site Plan  
SECOND AMENDMENT TO LEASE AGREEMENT  
ACORN DEVELOPMENT, INC.  
Landlords  
FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC.  
Tenant

STATE OF WEST VIRGINIA

LEASE AGREEMENT

COUNTY OF HAMPSHIRE

THIS INDENTURE OF LEASE, made and entered into this 4<sup>th</sup> day of March, 1991, by and between ACORN DEVELOPMENT, INC., a West Virginia corporation, (hereinafter called "Landlords"), and FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC., a West Virginia corporation (hereinafter called "Tenant");

W I T N E S S E I H :

That, in consideration of the covenants hereinafter contained, the Landlords hereby demise and let, and the Tenant hereby rents and hires from the Landlords, the following described premises situated in the Landlords' proposed shopping center to be constructed on the south side of U.S. Route 50, adjacent to and east of the Heritage Hill Hotel, in the City of Romney, Hampshire County, West Virginia and being that property comprising 7,000 (70' x 100') square feet on the shopping center front building line as shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof.

Together with a building containing 7,000 (7,000 (70' x 100') square feet, to be constructed by the Landlords, as hereinafter provided, on the above-described premises (said premises and the building thereon, upon completion of construction, are hereinafter called "demised premises"), with the right to use (in common with future tenants in the shopping center) the paved, marked, lighted parking, service and access areas provided in accordance with "Exhibit B - Site Plan", attached hereto and made a part hereof.

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 hereinafter set forth and ending on the 31st day of December, 2005.



1. RENTAL. The Tenant hereby covenants and agrees to pay to the Landlords rent at the rate of TWO THOUSAND SEVEN HUNDRED SEVENTY TWO AND NO/100 Dollars per month (\$33,264.00/annum) payable in advance on or before the tenth day of each month during the term of this lease beginning on the commencement date, to be fixed as hereinafter provided.

In addition to the fixed minimum rent mentioned in the preceding paragraph, the Tenant shall pay to the Landlords a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,330,560.00 made by Tenant on the demised premises during each lease year period. The Tenant shall account for and pay percentage rent due, if any, annually within sixty (60) days after the end of each lease year. For purposes of this paragraph, the term "lease year" shall mean the calendar year and shall always end on December 31.

Gross sales shall mean all sales made less sales tax, excise tax, refunds and void sales, and less sales of cigarettes, beverages, paper products, motor oil and sundry drugs, including but not limited to health and beauty aids.

2. COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION. The Landlords covenant and warrant that they have full right and lawful authority to enter into this lease for the full term aforesaid, and for all extensions herein provided; that the Landlords are lawfully seized of the entire shopping center property shown on Exhibit B - Site Plan, including the demised premises, and have good title thereto; that the shopping center property, including the demised premises, is free and clear of all encumbrances except deeds of trust of record which Landlords warrant will not affect Tenant or the operation of Tenant's business; 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 the purposes set forth in this lease. Landlords further covenant and warrant that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have and enjoy during the term of this lease and all extensions thereof the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto.

3. USE OF PREMISES. Landlords warrant that the demised premises may be used by the Tenant 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".

4. CONSTRUCTION OF PREMISES. Landlords agree at their expense to construct a retail store building including the paved, marked, lighted parking, service and access areas as set out on "Exhibit B - Site Plan", said building to have 7,000 (70' x 100') square feet of ground floor space, and to erect and complete said building in accordance with Tenant's Standard Plans consisting of six (6) pages dated September 1990 and Tenant's Standard Criteria Shopping Center Specifications consisting of seven (7) pages. Said Plans and Specifications are initialled by both parties, labeled Exhibit A, and constitute a part of this lease. There shall be no deviations from or changes to said plans or specifications without the prior express written approval of Tenant. Finished grades must be acceptable to Tenant. Prior to commencing construction, Landlords will prepare and submit to Tenant a final site plan with finished grades.

Landlords covenant and agree that the construction of the building constituting a part of the demised premises shall be completed not later than August 31, 1991, and if the same is not completed by said date, Tenant, at its option, may cancel and terminate this lease or may extend the Landlords additional time for the completion of construction, and/or exercise any other rights or pursue any remedies Tenant may have in law or equity.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlords shall deliver the demised premises along with a certificate of occupancy to the Tenant upon completion thereof, provided that Tenant shall not be required to accept delivery of the premises prior to June 30, 1991. Landlords agree to notify Tenant, in writing, of the date of the delivery of the demised premises to Tenant forty-five (45) days prior to such date.

Rent shall begin to accrue hereunder upon the expiration of the earlier of forty-five (45) days following the date of delivery and acceptance of the demised premises fully completed in accordance with said plans and specifications, including paving, marking and lighting of the parking, service and access areas or Tenant's opening for business in the demised premises.

6. OPTIONS TO EXTEND. Landlords agree that the Tenant shall have, and it is hereby granted, Six (6) successive options to extend the term of this lease for a period of Five (5) years on each option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended.



All of the terms, covenants and provisions of this lease shall apply to each such extended term except rent which shall be payable as follows: During the first extended term, if Tenant exercises its option, rent shall be payable at the rate of TWO THOUSAND SEVEN HUNDRED SEVENTY TWO AND NO/100 Dollars per month (\$33,264.00/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,330,560.00 made by Tenant on the demised premises during each lease year period of said extended term. During the second extended term, if Tenant exercises its option, rent shall be payable at the rate of TWO THOUSAND EIGHT HUNDRED FORTY FOUR AND 92/100 Dollars per month (\$34,139.04/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,365,560.00 made by Tenant on the demised premises during each lease year period of said extended term. During the third extended term, if Tenant exercises its option, rent shall be payable at the rate of TWO THOUSAND NINE HUNDRED SEVENTEEN AND 84/100 Dollars per month (\$35,014.08/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,400,560.00 made by Tenant on the demised premises during each lease year period of said extended term. During the fourth extended term, if Tenant exercises its option, rent shall be payable at the rate of TWO THOUSAND NINE HUNDRED NINETY AND 75/100 Dollars per month (\$35,889.00/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,435,560.00 made by Tenant on the demised premises during each lease year period of said extended term. During the fifth extended term, if Tenant exercises its option, rent shall be payable at the rate of THREE THOUSAND SIXTY THREE AND 67/100 Dollars per month (\$36,764.04/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,470,560.00 made by Tenant on the demised premises during each lease year period of said extended term. During the sixth extended term, if Tenant exercises its option, rent shall be payable at the rate of THREE THOUSAND ONE HUNDRED THIRTY SIX AND 59/100 Dollars per month (\$37,639.08/annum) plus a percentage rent equal to two and one-half percent (2-1/2%) of the gross sales in excess of \$1,505,560.00 made by Tenant on the demised premises during each lease year period of said extended term. Tenant shall exercise each option by giving to the Landlords notice, in writing, of its intention to do so not later than sixty (60) days prior to the expiration of the term of this lease or of this lease as extended.



7. ALTERATIONS BY TENANT. The Tenant shall have the right and privilege at all times after the date of this lease to make, at its own expense, such changes, improvements, alterations and additions to the demised premises as the Tenant may desire.

8. FIXTURES. The Tenant may, on termination of this lease or at any time during the continuance thereof, remove from the demised premises all shelving, fixtures and other equipment which Tenant may have installed at its own expense in the demised premises, or otherwise acquired, during the term of this lease and all extensions thereof. If the demised premises shall be defaced by the removal of such fixtures and equipment, Tenant shall repair the damages at its expense.

9. UTILITIES AND HEAT. Landlords shall ensure all necessary utilities are provided to the demised premises (including meters) and Tenant shall pay all charges for gas, water, fuel and electricity used by it on the demised premises during the term of this lease and all extensions thereof.

10. DAMAGE CLAUSE. Should the demised premises be damaged or partially destroyed by fire or other casualty, the Landlords will, with all due diligence, at their expense, make the repairs or restorations so that thereafter the demised premises shall be substantially the same as prior to such damage or injury. In such event, the rents shall abate in proportion to the restrictive use by the Tenant prior to the repair or restoration.

Should the demised premises be so extensively damaged by fire or other casualty as to require rebuilding then the Landlords shall promptly, at their expense, restore or rebuild the demised premises so that thereafter the demised premises shall be substantially the same as prior to such destruction. The rent shall cease and abate on the date of such destruction and any rent paid in advance by the Tenant shall be refunded to it in such event. Rent will begin to re-accrue upon the expiration of <sup>THIRTY (30)</sup> ~~seventy (70)~~ days following the date the demised premises has been restored or rebuilt and possession tendered to the Tenant. If such restoration or rebuilding requires more than 120 days, then and in such event the Tenant may, at its option, terminate and cancel this lease.

11. INSURANCE. (a) Landlords agree to keep the demised premises and all other buildings within the shopping center, if any, fully insured, at



Landlords' expense, against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement.

(b) Tenant shall maintain insurance against public liability for personal injury or death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage and Landlords shall be named as an additional insured under the policy (except for structural alterations, new construction or demolition operations performed by or on behalf of Landlords).

(c) Landlords shall maintain insurance against public liability for personal injury or death or damage to property arising out of the acts or omissions of Landlords or arising out of the use of paved parking service and access areas and sidewalks on the shopping center. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage, and Tenant shall be named as an additional insured under the policy.

(d) The insurance required to be carried by subparagraphs (a), (b) and (c) above shall be issued by financially responsible insurers duly authorized to do business in the state where the demised premises is located. Certificates of such coverages from the insurers providing 30 days written notice to Landlords or Tenant, as the case may be, prior to cancellation or reduction of any such insurance shall be furnished to Landlords or Tenant upon written request of either.

12. MAINTENANCE AND REPAIRS. The Landlords shall maintain, keep and repair, at their expense, all buildings on the shopping center property and all exterior portions of the building constituting part of the demised premises, including the roof, exterior walls, canopy, gutters, downspouts, and also all structural portions of said building whether the same be on the interior or the exterior. In addition, the Landlords agree they will be responsible for any major repairs and replacements to the plumbing, electrical, heating and air conditioning systems, and that they will keep the paved and marked parking, service and access areas maintained. Landlords shall furnish an air conditioning system in the building of a minimum capacity of 17.5 tons, and shall furnish an adequate heating system, such systems shall be manufactured by a national firm such as Carrier or Trane or equivalent.



The air conditioning system shall be sufficient to maintain an even inside temperature of not less than twenty degrees below outside temperature and maintain a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum indoor temperature of 72 degrees.

The Tenant shall keep, maintain and repair at its expense all interior portions of said building, except structural portions, and keep the plumbing, electrical, heating and air conditioning systems in repair except for major repairs and replacements which shall be the responsibility of the Landlords. Major repairs and replacements shall be defined as any one repair or replacement costing in excess of \$500.00.

Tenant shall make arrangements for and shall pay the cost of snow removal and sweeping of the parking areas in front of the demised premises for as long as Tenant is the only tenant in the shopping center. Thereafter, as of the time of substantial completion of the construction of any other tenant's store space(s), Landlords shall arrange for the removal of snow from the shopping center and sweeping of the parking areas with the charge to be at reasonable and competitive rates and Tenant shall only be responsible for paying its proportionate share of said costs. Tenant's proportionate share of the costs for which it is responsible shall be equal to the product obtained by multiplying said costs by a fraction, the numerator of which shall be the total 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, with such figure to be reduced on a prorata basis for partial lease years.

13. LANDLORDS TO PAY TAXES, ETC. The Landlords shall pay all taxes, assessments and other charges which may be levied, assessed or charged against 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 may hereafter become a lien on the demised premises.

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise. The Tenant shall reimburse Landlords for any increase in real estate taxes on the demised premises over and above such taxes for either the year 1992 or the first full lease year in which the building



constituting part of the demised premises is fully assessed as a completed building, whichever assessment is higher (hereinafter called the "base year"). Any increased real estate taxes which are the responsibility of the Tenant in the year in which this lease shall end shall be apportioned between the Landlords and Tenant on a pro rata basis.

Landlords agree to notify Tenant in writing within ten (10) days after receipt by Landlords of notification of any planned increase in real estate taxes. Tenant shall have the right to contest, by appropriate proceedings, in Landlords' or Tenant's name, the validity or amount of any such increase. Landlords agree to cooperate with Tenant in contesting any such increase. If Landlords fail to give such written notice to Tenant within such ten (10) day period, then Tenant shall not be responsible for the reimbursement to Landlords of such increase.

Tenant shall have no responsibility for reimbursement of any tax increases occasioned by any addition or improvement to the shopping center after the initial tax base is established. For the purposes of determining the amount of any increase in real estate taxes payable by Tenant, the Landlords will obtain a separate tax assessment for the demised premises. If a separate assessment is unobtainable, the increased real estate taxes on the demised premises (both before and after the increase) shall be determined by multiplying the total increased real estate taxes on the property by the proportion which the square footage of the building constituting part of the demised premises bears to the total square footage of all buildings in the shopping center, including the demised premises. Landlords shall provide Tenant with a copy of the tax billing with evidence of Landlords' payment for each year beginning with the first year for which taxes are assessed on the completed building and any other necessary information Tenant may require. In no event shall Tenant be responsible to reimburse Landlords for any increased real estate taxes unless Tenant has received the tax billing with evidence of payment thereof and written request for reimbursement from Landlords within ninety (90) days after the earlier of the date the Landlords paid such taxes or the date such taxes were due and payable. Any payments made by Tenant for increased real estate taxes will be deducted from any percentage rent then payable by Tenant or which thereafter becomes payable by Tenant.



In the event that any such real estate taxes shall be lowered or reduced by the authorities imposing such real estate taxes below the amounts being levied, assessed or charged against the demised premises for the Base Year, the rent paid by Tenant in each year shall be reduced by an amount equal to the total of such reductions in real estate taxes.

14. UNPERFORMED COVENANTS OF LANDLORDS MAY BE PERFORMED BY TENANT. If the Landlords shall fail to perform any of the affirmative covenants to be performed by the Landlords pursuant to this lease, or if the Landlords should fail to make any payment which they herein agree to make, including payments secured by a mortgage or deed of trust on the shopping center of which the demised premises are a part or on the demised premises, then the Tenant may, at its option, after notice to the Landlords, perform such affirmative covenant, or make any such payments, as the Landlords' agent, and in the Tenant's sole discretion as to the necessity therefore, and the full amount of the cost and expense entailed, or of the payment so made, shall immediately be owing by the Landlords to the Tenant. The Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate thereon, from the date of payment, without liability of forfeiture, out of rents then due or thereafter coming due hereunder. Tenant shall have a lien on the demised premises and on the shopping center of which the demised premises are a part, to secure the repayment of any such amount with interest. The option given in this paragraph is for the sole protection of the Tenant, and its existence shall not release the Landlords from any obligation to perform any of the covenants herein provided to be performed by the Landlords, or deprive the Tenant of any legal right which it may have by reason of any default by the Landlords.

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 front mansard/parapet of the building thereof. When erecting such signs, the Tenant shall not injure the demised premises and shall save the Landlords harmless from any damage resulting from the installation or removal of such signs. Tenant is specifically granted the right to erect its standard road sign in the approximate location as designated on "Exhibit B - Site Plan", and its standard building sign and undercanopy sign.



16. CONDEMNATION. If the demised premises, or any part thereof, or any part of the parking, service or access areas shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, the Tenant shall have the option of terminating this lease, in which case any unearned rent shall be refunded to Tenant. In the event that only a portion of the demised premises or of the parking, service or access areas shall be taken by condemnation or other proceeding, and if the Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises or parking, service or access areas are reduced by such condemnation or other proceeding. In any such proceeding whereby all or a part of the demised premises or of the parking, service or access areas is taken, whether or not the Tenant elects to terminate this lease, all parties shall be free to make claim for the amount of the actual provable damage done to each of them by such proceeding.

17. FORFEITURE FOR FAILURE TO PAY RENT. The Landlords hereby agree that the Tenant, upon paying the rents as hereinbefore stipulated, and performing all of the stipulations, agreements and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises during the original and any extended term thereof, free from the adverse claims of any person, firm or corporation.

If the rent above referred to, or any part thereof, shall be unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been received by Tenant, and also at the demised premises, then and in such case it shall and may be lawful for the Landlords, at their option, to declare the said term ended and enter into the demised premises or any part thereof, either with or without process of law, and expel the Tenant, or any person or persons occupying, in or upon the demised premises, using such force as may be necessary to do so, and relet the demised premises at the best possible rent obtainable taking into consideration the condition of the demised premises and general market conditions. In the event of such reentry and reletting Tenant shall remain liable for the fixed minimum rent while the demised premises is vacant and for any amount by which the rent reserved herein exceeds the rent due Landlords under any new lease upon reletting, such sums to be payable on a monthly basis without acceleration. In addition, Tenant shall be liable for the Landlords'



reasonable direct expenses for obtaining possession of and reletting the demised premises (but not including expenses for alterations, renovations or remodelling the demised premises) as damages for Tenant's breach. Should the said term at any time be ended by the election of the Landlords, under the terms and conditions hereof, the Tenant hereby covenants and agrees to surrender and deliver up the demised premises peaceably to the Landlords immediately upon the termination of the said term.

18. SURRENDER OF POSSESSION. Upon the termination of this lease or any extensions thereof, Tenant shall surrender the demised premises in the same condition or repair as at the beginning of the term, ordinary wear, tear, or damages by fire or other casualty excepted.

19. EXCLUSIVE USE. Landlords agree that the Landlords and any entity controlled by the Landlords shall not lease (or permit the leasing or subletting of) or sell any space in the shopping center in which the demised premises are located, nor any space in any adjacent or other property owned by or controlled by the Landlords within one mile of the demised premises, for and during the term of this lease or any extensions thereof, to any variety store, variety discount store, discount department store, junior department store, dollar store, discount clothing store including "one price" type stores, off-price clothing store, clothing outlet store, liquidation or close out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising.

In the event there is a breach of this paragraph by Landlords, 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 the 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 seventy percent (70%) of the fixed minimum rent set forth in Paragraph 1 or 6 above with no percentage rent. Such rights and remedies shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

20. WAIVER OF SUBROGATION. Landlords and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall



be brought by either party, or by any person, firm or corporation claiming by, through or under Landlords or Tenant, their successors, sublessees or assigns, against the other, or their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to the demised premises and any improvements or other property located therein or to the shopping center and any improvements or other property located therein caused by or resulting from fire, or other casualty of whatsoever origin, to the extent that the same is covered by insurance or is required by the terms of this lease to be covered by insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement; provided, however, that nothing contained in this paragraph shall affect or diminish Landlords' obligation to repair or rebuild in case of damage or destruction. All policies of insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement, carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against either Landlords or Tenant.

21. SUBORDINATION TO MORTGAGES. At the option of the Landlords, this lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter called "Mortgage") which Landlords may place on the demised premises and Tenant shall cooperate by executing any reasonable instrument which may be required to effectuate such subordination, provided that before Landlords can cause this lease to be subordinated to the lien of any Mortgage under any circumstances whatsoever, Landlords must deliver to Tenant a recordable agreement signed by the mortgagee, providing in substance that as long as Tenant shall discharge its obligations under this lease, the tenancy shall not be disturbed and shall not be affected by any default under the Mortgage, and in the event of foreclosure, the rights of Tenant shall survive and this lease shall continue in full force and effect, including the renewal options contained therein.

22. HOLDING OVER. In the event the Tenant remains in possession after expiration of this lease and any extensions thereof without the execution of a new lease, the Tenant shall not acquire any right, title, or interest in or to the demised premises, and in such event, the Tenant shall occupy the demised premises as a Tenant from month-to-month, but both Landlords and Tenant shall



otherwise be subject to all of the conditions, provisions and obligations of this lease insofar as the same shall be applicable.

23. PARKING AREA AND BUILDINGS. Landlords agree not to build any future buildings on the shopping center property in front of the front building line of the demised premises and that all area in front of said front building line shall be devoted to marked, lighted, paved parking area except as shown on Exhibit B - Site Plan. When developing the remainder of the shopping center in which the demised premises are located, Landlords shall always provide sufficient front paved, marked and lighted parking area to provide a minimum of three (3) square feet of front paved, marked and lighted parking area for each square foot of building area.

24. NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlords: Acorn Development, Inc.  
P.O. Box 766  
Parkersburg, West Virginia 26102

As to Tenant : Corporate Secretary  
FAMILY DOLLAR STORES OF PHILLIPI, W.VA., INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

Either of the parties hereto 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 Landlords at the address designated above.

25. COMPLIANCE WITH LAWS. Landlords warrant that they have made an investigation of the shopping center property sufficient to comply with all applicable environmental laws and to satisfy themselves that the property is free of contamination from any hazardous or toxic substances. Landlords shall defend, indemnify and hold Tenant harmless from any claims, losses or damages resulting from any contamination of the shopping center property. Landlords shall, at Landlords' sole cost and 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 physical or environmental condition of the shopping center or the demised premises, including any requirements necessitating capital repairs or improvements.



26. DEVELOPMENT EXPENSES. Tenant agrees to pay Landlords the sum of \$5,000.00 to reimburse Landlords for certain development expenses. Tenant shall pay \$3,000.00 within ten (10) days after the full execution of this lease by Landlords and Tenant and Landlords' written request for payment. Tenant shall pay the remaining \$2,000.00 within ten days after Tenant opens for business on the demised premises and Landlords' request for payment. If the building to be constructed on the demised premises is not constructed and delivered to Tenant in accordance with paragraphs 4 and 5 of this lease, Tenant shall be entitled to recover any payments made by Tenant to Landlords pursuant to this paragraph 26.

27. RECORDING. Landlords agree at Landlords' expense to cause an acceptable Memorandum of this lease 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 Landlords shall return the recorded Memorandum to Tenant within thirty (30) days after execution of this lease. Should Landlords fail to return the duly recorded Memorandum to Tenant within said thirty (30) day period, then and in such event, Landlords agree that Tenant may proceed to record on behalf of Landlords and Landlords shall promptly reimburse Tenant for all expenses in connection with recordation.

28. PARAGRAPH HEADINGS. The paragraph headings throughout this instrument 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.

29. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlords agree that all terms of this lease as well as any sales information provided to Landlords shall remain confidential. No information on either of the above matters is to be divulged by Landlords without the written consent of Tenant.

30. LEASE BINDING ON HEIRS, ETC. All covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlords and Tenant.

31. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlords and Tenant and all understandings and agreements between Landlords and



Tenant are merged in this lease. This lease may not be changed or modified except by an agreement in writing signed by Landlords and Tenant.

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

Witness:

June Bice  
Carol J. Myer

LANDLORDS  
ACORN DEVELOPMENT, INC.

By: Andrew J. Conner  
President

TENANT  
FAMILY DOLLAR STORES OF PHILLIPI, W.VA., INC.

ATTEST:

June B. Bice  
Assistant Secretary

By: Robert  
Sr. Vice President

STATE OF WEST VIRGINIA

NOTARY

COUNTY OF WOOD

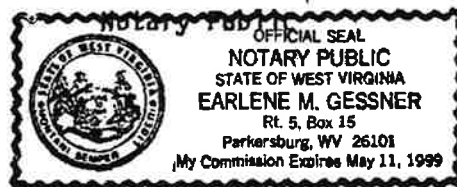
I, EARLENE M. GESSNER, a Notary Public in and for the  
aforesaid State and County, do hereby certify  
that ANDREW J. CORRA, personally appeared before me this day  
and that by the authority duly given and on behalf of Acorn Development, Inc.,  
as its President acknowledged the foregoing instrument was signed and executed  
by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 20TH day  
of MARCH, 1991.

Earlene M. Gessner

My Commission Expires:

5/11/99



STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Phyllis C. Falcone, a Notary Public in and for the  
aforesaid State and County, do hereby certify that STEPHEN G. SIMMS and JANICE  
B. BURRIS, Sr. Vice President and Assistant Secretary respectively of FAMILY  
DOLLAR STORES OF PHILLIPI, W.VA., 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 4th day of March,  
1991.

Phyllis C. Falcone

Notary Public

My Commission Expires:

May 9, 1992

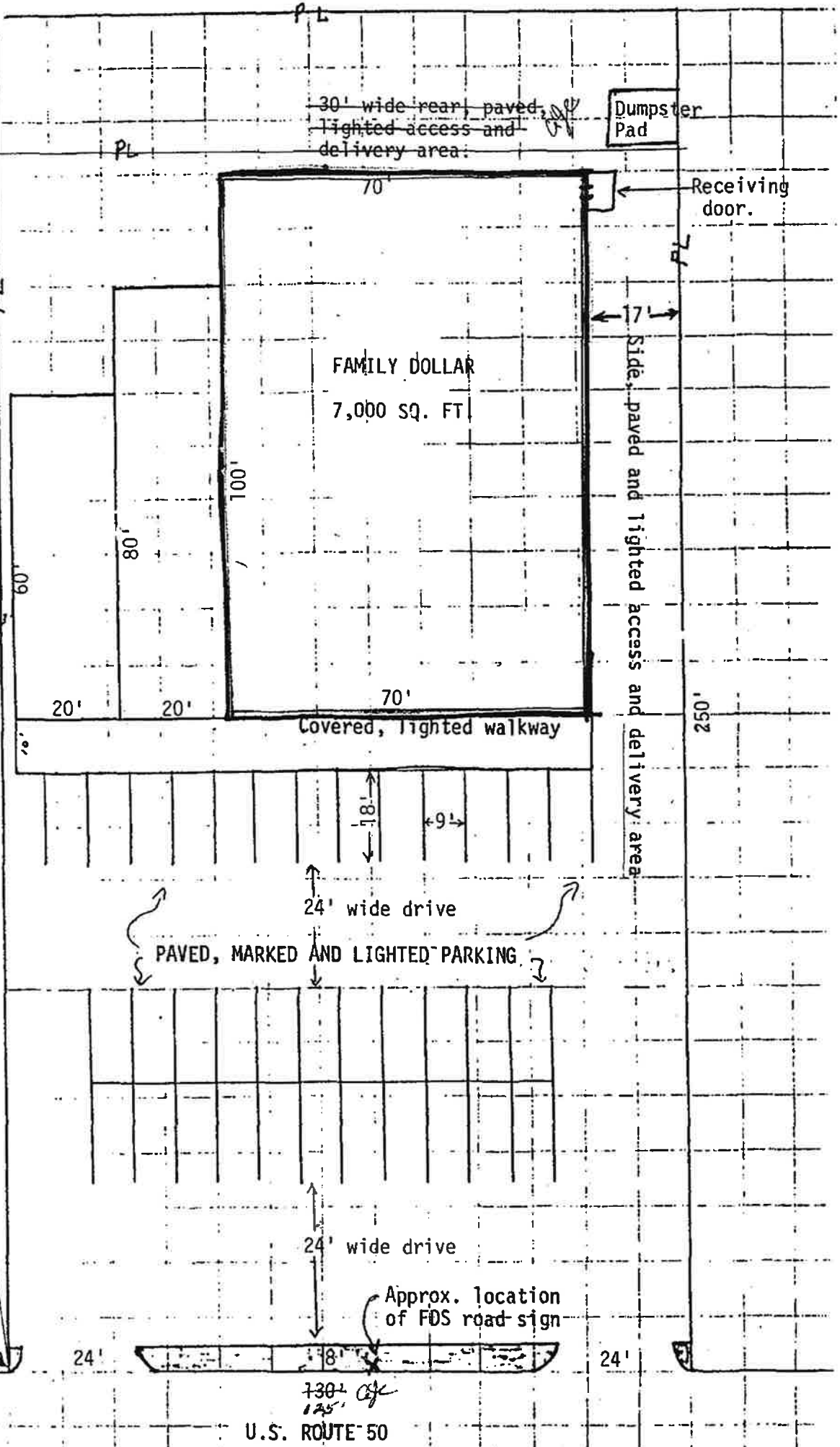
Note: Final site grades are subject to Tenant's approval.

PROPOSED SITE GRADDES

LEADER FOR SIDEWALK & BLDG.

46" ABOVE STREET LEVEL

STREET LEVEL



DATE 3/4/91

APPROVED BY:

LANDLORD:

TENANT:

EXHIBIT B - Lease Agreement  
ORION DEVELOPMENT COMPANY  
Landlords  
FAMILY DOLLAR STORES OF PHILLIPI, W. VA., INC.  
Tenant

200000