



**32,600± sf Shopping Center on 6.083± Acres
Selling in 3 Tracts Anchored by Dollar General
Store in Waynesboro, TN (3)**



(615)-517-7675




www.mcmoreauction.com



will@mcmoreauction.com

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Shopping Center Tenant List

Shopping Center Tenant List

	Area in SF	Beginning of Lease	End of Lease	Monthly Rent	Landlord Obligations	Tenant Obligations	HVAC Notes	Notes
Building 1								
Auto Repair Shop	2,600	2007	MTM	\$500.00	N/A	Utilities	N/A	Office, Bathroom, Storage + 3 Bays
John Davis HVAC	1,000	2018	MTM	\$250.00	N/A	Utilities	N/A	Office, Bathroom, Storage + 1 Bay
Vacant	2,000	N/A	N/A	N/A	N/A	N/A	N/A	2 Bays
Total Building 1	5,600			\$750.00				
Building 2								
Vacant	10,500	N/A	N/A	N/A	N/A	N/A		Additional 1,500 ± SF Unfinished Space, Formerly Rented to Save-A-Lot for \$2,450 per Month
Total Building 2	10,500			\$0.00				
Building 3								
Dollar General	9,000	1998	2023	\$3,400.00	HVAC and Parking Lot Maintenance	Utilities	4x 5 Ton Units, Recently Installed in Building	9,000 sf Store, 2,400 sf Warehouse / Loading Area
Vacant	1,500	N/A		N/A	N/A	N/A		Formerly Rented to H&R Block for \$550.00 per Month
Total Building 3	10,500			\$3,400.00				
Building 4								
Former Antique Store	6,000	2012	MTM	N/A	HVAC and Parking Lot Maintenance	Utilities	2x 4 Ton Units	Original Location of Dollar General from 1991-1998. Formerly rented to Antique Store Owner for \$1,000 per month. Owner of Antique Store died September 2018. Business has closed. Items still on premises. Estate in process of liquidating or moving assets.
Total Building 4	6,000			\$0.00				
Total Space	32,600			\$4,150.00				

Aerial Video



Dollar General Lease Extension Letter December 6, 2007

McLEMORE
AUCTION
COMPANY, LLC



**DOLLAR
GENERAL
CORPORATION**

100 Mission Ridge / Goodlettsville, TN 37072 / Phone 615-855-4000
Lease Renewals Department Fax 615-855-4663

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2082
Waynesboro, TN
L-EXOP

December 6, 2007

FILE COPY

James and Barbara Biggers
Post Office Box 735
Waynesboro, TN 38485

RE: Dollar General Store #2082
Waynesboro, TN

Dear Landlords:

Please use this letter as notification that Dolgencorp, Inc. hereby exercises its option to renew its Lease as provided in our Lease Agreement. According to our records, this will extend the term of our Lease from April 1, 2008 through March 31, 2011.

Sincerely,

DOLGENCORP, INC.

Melissa L. Heisse

Melissa L. Heisse
Lease Renewals Manager

MLH:jr

CERTIFIED MAIL, RETURN

7007 2560 0001 2569 3548	
U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
OFFICIAL USE	
For delivery information visit our website at www.usps.com	
Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$
Sent to	Postmark Here
Street, Apt. No. or PO Box No.	
City, State, Zip+4	
PS Form 3800, August 2006	

Dollar General Center at Mission Ridge

9B
3/18/08
9E
12/13/07



Dollar General Lease Extension Letter May 20, 2013

McLEMORE
AUCTION
COMPANY, LLC

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#2082
Waynesboro, TN
L-Expt

DOLLAR GENERAL

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
U.S.A.

May 20, 2013

James & Barbara Biggers
PO Box 735
Waynesboro, TN 38485

RE: Dollar General Store # 2082
Waynesboro, TN

Dear Landlord:

Please use this letter as notification that Dolgencorp, LLC, Inc hereby exercises its option to renew its Lease as provided in our Lease Agreement. According to our records, this will extend the term of our Lease from August 31, 2013 through August 30, 2018.

Sincerely,

Dolgencorp, LLC



Caleb Smith
Sr. Manager, Lease Renewals

CERTIFIED MAIL, RETURN RECEIPT REQUESTED
7012 3050 0002 3151 1825

2017-05-25 20:53:37



Dollar General Lease Extension Letter May 29, 2018

McLEMORE
AUCTION
COMPANY, LLC

DOLLAR GENERAL

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
U.S.A.

5/29/2018

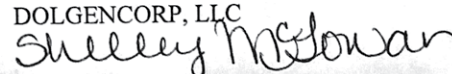
BRES Properties LLC
c/o Brad Schelling
2813 Lafayette Dr.
Thompsons Station, TN 37179

RE: Dollar General Store #2082
WAYNESBORO, TN

Dear Landlord:

Please use this letter as notification that Dolgencorp, LLC hereby exercises its option to renew its Lease as provided in our Lease Agreement. According to our records, this will extend the term of our Lease from 8/31/2018 through 8/30/2023.

Sincerely,

DOLGENCORP, LLC

Shelley McGowan
Manager, Lease Renewals

SM: JH

CERTIFIED MAIL; RETURN RECEIPT REQUESTED
7017 1450 000 4875 6607

Save time. Save money. **Every day!**



Dollar General Lease Extension Letter November 5, 2001

McLEMORE
AUCTION
COMPANY, LLC



**DOLLAR
GENERAL
CORPORATION**

100 MISSION RIDGE • GOODLETTSVILLE, TN 37072-2170 • PHONE 615.855.4000

#2082
WAYNESBORO, TN
L-EXOP

FILE COPY

November 5, 2001

JAMES R AND BARBARA BIGGERS
605 HIGHWAY 64 WEST
WAYNESBORO, TN 38485

RE: Dollar General Store #2082
WAYNESBORO, TN

Dear Ladies and Gentlemen:

You may use this letter as notice of Dolgencorp, Inc. exercising our option to occupy and continue leasing your space as provided for in the Lease Agreement. According to our records, this will extend the term of our occupancy from April 1, 2002 through March 31, 2005.

Sincerely,

DOLGENCORP, INC.

Steve Gold
Director of Lease Renewals/G.I.S.

SG:tow

UPS GROUND

DLA
11-9-01

Dollar General Center at Mission Ridge

2017-05-25 20:53:37



Dollar General Lease Extension Letter November 19, 2004

McLEMORE
AUCTION
COMPANY, LLC



100 Mission Ridge / Goodlettsville, TN 37072 / Phone 615-855-4000
Lease Renewals Department Fax 615-855-4663

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L-Exop

FILE COPY

November 19, 2004

Mr. & Mrs. Biggers
605 Highway 64 West
Waynesboro, TN 38485

RE: Dollar General Store #2082
Waynesboro, Tennessee

Dear Mr. & Mrs. Biggers:

Please use this letter as notification that Dolgencorp, Inc. hereby exercises its option to renew its Lease as provided in our Lease Agreement. According to our records, this will extend the term of our Lease from April 1, 2005 through March 31, 2008.

Sincerely,

DOLGENCORP, INC.

A handwritten signature in cursive script, reading 'Lois S. Williams'.

Lois S. Williams
Director of Leasing

LW:amw

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Dollar General Center at Mission Ridge

JB
2/18/05
12/19/04
REM



Dollar General Lease Modification Agreement 1

LEASE MODIFICATION AGREEMENT #1

RE: Dollar General Store #2082
WAYNESBORO, TN

WITNESSETH,

WHEREAS, the undersigned parties now being Lessor and Lessee respectively, under the terms of a Lease dated November 20, 1991, and thereafter modified by no separate letter agreements, and primarily covering a storeroom located at 531 Highway 64 West, City of Waynesboro, County of Wayne, and State of Tennessee, do now desire to modify and amend such lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **PREMISES.** Lessor agrees to allow Lessee to relocate its existing location to an approximately 13,507 sq. ft. location within the same shopping center, as per plot plan, attached hereto and made apart hereof as Exhibit "B-1" and Scope of Work, attached hereto and made apart hereof as Exhibit "C-1".
2. **TERM.** The term of this Lease is for a period ending March 31, 2002, upon all terms and conditions as set forth in the Lease, except as to term and number of renewals.
3. **OPTION.** Provided it shall not be in default hereunder, Lessee shall be entitled to extend the term of this Lease for three (3) periods of three (3) years, upon the same terms and conditions as herein set forth, except as to term and number of renewals. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than thirty (30) days prior to the expiration of the original term, or of any renewal thereof.
4. **RENTAL.** The rental shall be six hundred seventy-five and 00/100 dollars (\$675.00) per calendar month, payable in advance on or before the first day of the month. The percentage rental shall be 3.0% of sales in excess of \$300,000.00.
5. Upon opening for business in the new location, the Lease dated November 20, 1991 and this Lease Modification Agreement #1 shall apply to the new location located within the same shopping center. Upon opening for business, Lessee shall not be obligated to pay rent or be liable for the old location.

All other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged.



Dollar General Lease Modification Agreement 1

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The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, December 31, 19 98 (as to Lessor); _____, 19____ (as to Lessee).

Signed and acknowledged in duplicate in presence of:

Witnesses for Lessor:

Bundy Ann Prince
Melissa S. Hart

LESSOR: JAMES BIGGERS

BY: James Biggers
James Biggers

Witnesses for Lessee:

Melissa C. Williams
Donna Moss

LESSEE: DOLGENCORP, INC.

BY: Thomas J. Hill

2017-05-25 20:53:37



Dollar General Lease Modification Agreement 1

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SCOPE OF WORK. . .2082, WAYNESBORO, TN
Exhibit "C-1"

Lessor shall at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Repair sidewalk.
2. Certify that the HVAC service is:
 - a. In good working order throughout;
 - b. Sufficient to satisfy all codes requirements.
3. Certify that the electrical service is:
 - a. In good working order throughout;
 - b. Sufficient to satisfy all codes requirements.
4. Certify that the restrooms, plumbing service and sprinkler system, if applicable, are:
 - a. In good working order throughout;
 - b. Sufficient to satisfy all codes requirements, including A.D.A.
5. Provide 2ea. handicapped parking spaces at entrance of store.
6. Provide curb cuts and handicapped ramp, if needed, to meet all local codes including A.D.A.
7. Remove "Bargain Busters" sign from facade of new space.
8. ~~Provide electrical service for road side sign to be re-located.~~ *90 + 00 RE*
9. Provide electrical service for Dollar General's boxed sign on facade of new space.
10. Fill in 44 in. glass door on west end of space.
11. Certify roof to be in leak free condition.
12. Certify all glass including doors to be in break free condition.
13. Re-work existing HVAC ductwork and provide sufficient heating and cooling to the demised space.

~~14. Provide and install a water fountain in the restroom area.~~ *J.D. + BB RE*
Lessee shall at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Relocate under-canopy sign from existing store to new store.
2. Relocate 3 ft. x 23 ft. Dollar General from facade of existing store and install on facade of new site.
3. Relocate existing road side sign and install on road side at center of new site's parking lot.
4. Remove additional 4 ft. x 8 ft. Dollar General sign from outside of existing building.
5. Relocate 2ea. electrical power poles from existing store and install in new space.
6. Provide and install a third electrical power pole.

8+14 Deleted as per phone conversation with Mr. Sanford on 12-20-98 at 3 PM. J.D. + BB RE

2017-05-25 20:53:37

Dollar General Lease Modification Agreement 1

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7. Provide and install 8,900 sq. ft. of 2 ft. x 4 ft. acoustical ceiling tile and ceiling grid over sales floor at 10 ft. height.
8. Re-work existing 8 ft. two-tube lights as per Dollar General Specifications. NOTE: There are presently ninety (90) fixtures on sales floor and three (3) in the stockroom. We should also provide 2ea. cases of F96T12CWEE tubes and 6ea. only ballasts.
9. Provide and install 3ea. additional 8 ft. two-tube lights in stockroom as per Dollar General Specifications.
10. Provide and install 3ea. exit lights over exits from sales floor and stockroom as per Dollar General Specifications.
11. Provide and install 1,248 sq. ft. of 12 in. floor tile on west front end of sales floor to provide sales floor at same level throughout the store.
12. Remove 20 ft. x 4 ft. partition half wall in front of office and stockroom.
13. Provide and install 2ea. swinging doors in existing 6 ft. empty space from sales floor to stockroom.
14. Remove shower from restroom.
15. Provide and install mop sink in the stockroom area.
16. Re-work restrooms (if required) to meet all local codes including A.D.A.
17. All work is to be coordinated through the District Manager.

All work performed by Lessor shall be in compliance with all applicable local, state, and federal building and fire code requirements. If required, Lessor shall also make any renovations and alterations necessary to cause the demised premises to conform to the public accommodations provisions of the Americans with Disabilities Act (ADA) of 1990 (Pub.L 101-336). Lessor's renovations and alterations shall be performed in a good, workmanlike manner. All materials used by Lessor shall be of at least standard grade, commercial quality.

2017-05-25 20:53:37



Dollar General Lease Modification Agreement 1

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LESSOR AS INDIVIDUAL

STATE OF Tennessee)
COUNTY OF Wayne) SS

On this the 21st day of December, 1998, before me, the undersigned officer, personally appeared James Biggers, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Brenda Ann Lince
Notary Public
My Commission Expires: 4/20/99

LESSOR AS PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS

On this the ____ day of _____, 19____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledges himself/herself/themselves to be the partner(s) of _____, a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

KERRI M. JOHNSTON
Notary Public, State of Kentucky
Qualified in Allen County
Commission Expires April 17, 2001



Dollar General Lease Modification Agreement 2

LEASE MODIFICATION AGREEMENT #2

RE: Dollar General Store #2082
Waynesboro, TN

L-LMA
Page 33 of 241
2082
Waynesboro,
TN

THIS LEASE MODIFICATION AGREEMENT (the "Agreement"), entered into this 26th day of June 2009, by and between James R. Biggers and Barbara Biggers, (the "Landlord"), and Dolgencorp, LLC, a Kentucky limited liability company, with its principal office and place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072, (the "Tenant").

WITNESSETH,

WHEREAS, the undersigned parties now being Landlord and Tenant respectively, under the terms of a lease dated November 20, 1991 (the lease and any other amendments and/or modifications thereto hereinafter referred to as the "Lease") and primarily covering a store space located at 529 Highway 64 West, City of Waynesboro, County of Wayne, and State of Tennessee (the "Demised Premises"), do now desire to modify and amend such Lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that such Lease shall be and is hereby amended and modified as follows:

1. **TERM.** The term of this Lease is extended for a period of four (4) years beginning September 1, 2009 and terminating on August 30, 2013 (the "Extended Term"), upon all terms and conditions as set forth in the Lease, except as specifically amended herein.
2. **OPTION.** Provided it shall not be in default hereunder beyond the applicable notice and cure period set forth in the Lease, Tenant shall be entitled to extend the term of this Lease for two (2) periods of five (5) years each (each, an "Option Period"), upon the same terms and conditions as herein set forth. Tenant may extend this Lease by giving Landlord written notice as provided herein not less than ninety (90) days prior to the expiration of the Extended Term, or Option Period, if applicable. In the event Tenant does not exercise its right to renew this Lease, as set forth herein, all succeeding rights to extend the Lease shall terminate.
3. **RENT.** Notwithstanding anything to the contrary in the Lease, rent shall be payable as follows:
 - a) The rent during the Extended Term shall be in the amount of two thousand eight hundred and 00/100 (\$2,800.00) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
 - b) The rent during the first Option Period, if exercised, shall be in the amount of three thousand two hundred and 00/100 (\$3,200.00) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
 - c) The rent during the second Option Period, if exercised, shall be in the amount of three thousand four hundred and 00/100 (\$3,400.00) dollars, per calendar month, payable in advance on or before the first day of each month without offset or demand, except as otherwise provided in the Lease.
4. **PERCENTAGE RENT.** Notwithstanding anything to the contrary in the Lease, all references in the Lease to Tenant's obligation to pay Landlord percentage rent are hereby deleted in their entirety and will not be replaced.
5. **HOLDING OVER.** Section XVII of the Lease is deleted in its entirety and replaced with the following:

"Any holding over by Tenant beyond the original term of this Lease or any renewal period thereof shall be on the same terms and conditions as contained herein, and shall be a periodic tenancy terminable by either party upon ninety (90) days prior written notice to the other party."
6. **NOTICES.** All notices required under this Agreement shall be deemed to have been properly served if delivered in the manner set forth in the Lease, except that Tenant's address for receipt of notices shall hereinafter be Dolgencorp, LLC, 100 Mission Ridge, Goodlettsville, Tennessee, 37072 (Attention: Vice President, Lease Administration).
7. **MISCELLANEOUS.** Landlord and Tenant agree that the Lease is, as of the date of this

2017-05-25 20:53:37



Dollar General Lease Modification Agreement 2

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Agreement, in full force and effect, and all other terms and conditions of the Lease and of any previous modifications thereof shall remain unchanged. The provisions of this Lease Modification Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. All capitalized terms in this Agreement shall have the meaning assigned to them in the Lease, unless expressly modified herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, June 29,
2009 (as to Landlord); July 6, 2009 (as to Tenant).

Signed and acknowledged in
duplicate in presence of:

Witnesses for Landlord:

Sacey Brewer
Witness 1

Sacey Brewer
Print Name

Librada Tumbo
Witness 2

Librada Tumbo
Print Name

LANDLORD: JAMES R. BIGGERS AND
BARBARA BIGGERS

BY:

[Signature]
AUTHORIZED SIGNATURE(S)
Barbara Biggers

Witnesses for Tenant:

Melissa Berrier
Witness 1

Melissa Berrier
Print Name

Kathryn Laird
Witness 2

Kathryn Laird
Print Name

TENANT: DOLGENCORP, LLC

BY:

[Signature]
Maurice A. Laliberte
Vice President, Lease Administration

Dollar General Lease Modification Agreement 2

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LANDLORD

STATE OF Tennessee)
) SS
COUNTY OF Wayne)

On this the 29 day of June, 2009, before me, the undersigned officer, personally
appeared James R. Biggers
Barbara Biggers known to me (or satisfactorily proven) to be the person(s)
whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed
the same for the purposes therein contained.

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



Stacy Hardin Brewer
My Commission Expires: July 13, 2010

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 6th day of July, 2009, before me, the undersigned officer, personally
appeared Maurice A. Laliberte, Vice President, Lease Administration of Dolgencorp 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 corporation by himself as Vice President, Lease
Administration.

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



Kathryn Laird
My Commission Expires: _____

Form of Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on October 10, 2018

BETWEEN:

,
(the "Seller")

AND

,
(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements and appurtenances thereon, on the following terms and conditions:
 1. HIGH BID PRICE: \$
 2. 10% BUYER'S PREMIUM: \$
 3. PURCHASE PRICE: \$
 4. The Purchase Price shall be paid as follows:
 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to , , , , Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of % of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.
 3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local time, on November 9, 2018 or within 15 days of the completion of closing documents, whichever is later. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and

Form of Agreement of Purchase and Sale

exceptions to title set out in the Title Commitment.

3. POSSESSION: Possession of the Property will be given at Closing.

4. CLOSING COSTS:

1. The Seller shall pay the following closing costs:

1. Title commitment fee;
2. Costs to prepare the deed;
3. 50% of the closing agent's cost to close the sale; and
4. Any legal counsel retained by Owner in connection with the conveyance of the Property.

2. The Purchaser shall pay the following costs:

1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
2. Any special endorsements to the title policy;
3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
6. 50% of the closing agent's cost to close the sale; and
7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.

5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year. Any and all greenbelt rollback taxes will be the responsibility of the Purchaser.

6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and sufficient for the issuance of an owner's title insurance policy. If adjacent tracts are purchased by the Purchaser, any survey provided shall be for the perimeter only. For each separately-purchased tract or tract combination, the Seller and Purchaser shall each pay 50% of the survey costs attributable to such tract or tract combination.

7. TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the

Form of Agreement of Purchase and Sale

Property subject to:

1. all standard exclusions and printed exceptions set forth in the Title Commitment,
 2. liens for taxes not yet due and payable,
 3. easements for public utilities affecting the Property
 4. all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property,
 5. rights and claims of parties in possession and
 6. all permitted title exceptions referenced in the Title Commitment.
 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
8. **CONDITION OF THE PROPERTY:** The purchaser shall accept the Property in an “as-is” condition as of the CLOSING Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser’s responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.
9. **BREACH OF CONTRACT BY SELLER:** If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.
10. **BREACH OF CONTRACT BY PURCHASER:** If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.

Form of Agreement of Purchase and Sale

11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
12. OTHER:
 1. Time: Time is of the essence hereof.
 2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.
 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
 3. Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
 4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
 5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
 6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
 7. Entire Agreement: This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.
 8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
 1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title

Form of Agreement of Purchase and Sale

Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:

1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

See following pages for electronic signatures.

Exhibit A: Description of Property



Original Dollar General Lease

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9/90

L E A S E

THIS LEASE, entered into this 20th day of November 1991, by and between James R. Biggers and Barbara Biggers, husband and wife, Lessor, and Dolgencorp, Inc., a Kentucky corporation, with its principal office and place of business in Scottsville, Kentucky, Lessee.

W I T N E S S E T H

I. PREMISES. Lessor represents and warrants that it owns lawful fee simple title to the Shopping Center premises in which the demised premises are located and which are more particularly described as follows: See Exhibit "A" attached hereto and made a part hereof. Lessor hereby leases unto Lessee on the following terms and conditions a storeroom which is 100' X 60', inside dimensions (the "demised premises"), located in and a part of Biggers Shopping Center, which entire Shopping Center is shown on the Plot Plan attached hereto as Exhibit "B" and made a part hereof, with the demised premises being outlined in red thereon together with each and every appurtenance thereto, which Shopping Center is located at 531 Highway 64 West, in the City of Waynesboro, County of Wayne, and State of Tennessee 38485.

II. TERM. The term of this Lease shall be from December 1, 1991 through November 30, 1994 unless sooner terminated as provided or permitted herein. Provided it shall not be in

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Original Dollar General Lease

default hereunder, Lessee shall be entitled to extend the term of this Lease for two (2) successive periods of three (3) years each, upon the same terms and conditions as herein set forth, except as to term and number of renewals. Lessee may extend this Lease by giving Lessor written notice as provided herein not less than thirty days prior to the expiration of the original term, or of any renewal thereof. In the event Lessee does not give notice of exercising its right to renew this Lease, all succeeding renewals shall terminate. Lessee may use the demised premises in any lawful manner.

III. RENT. The rental during the primary term and option periods shall be six hundred seventy-five and 00/100 (\$675.00) dollars per calendar month payable in advance on or before the first day of each month. The effective and binding date of this Lease shall be the date of execution, but that payment of the rent provided in this Lease shall commence on the earlier of:

- (A) That date on which Lessee's store in the demised premises is open for business to the public: or
- (B) That date 30 days after the demised premises are ready for occupancy. Lessor shall give Lessee notice in writing specifying the date on which the demised premises will be ready for occupancy. This notice must be received by Lessee not less than 10 days prior to the specified occupancy date. The words "ready for occupancy" shall mean that the premises are fully completed in accordance with the plans and specifications, and that all tools, scaffolding, surplus building materials, waste, debris, and rubbish of every sort in or about the demised premises have been removed, certificates of inspection or similar approvals required in the community have been delivered to Lessee, and exclusive possession of the demised premises is delivered to Lessee.

Original Dollar General Lease

If for any reason Lessor fails to deliver the demised premises on the date specified Lessor agrees to hold Lessee harmless from any additional expenses which Lessee may incur due to such delay, and Lessee, after notice to Lessor, shall be entitled to deduct any such expense from any rental payable herein.

Prior to completion of improvements to be made by Lessor, Lessee shall have the right to receive, store, and install its trade fixtures and equipment in or on the demised premises, provided, however, that it shall not interfere with Lessor's work. It is expressly agreed that such action by Lessee shall not constitute acceptance of such premises as being completed as required herein.

If the premises are not ready for occupancy within ninety (90) days after the commencement date of the term of the Lease, as stated above, Lessee may cancel the Lease, and the obligations of the parties shall end, neither party thereafter having any liability to the other.

IV. EXCLUSIVE USE COVENANT. Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any part of the Shopping Center premises for the purpose of conducting business as or for use as Family Dollar Store, Bill's Dollar Store, or Super Ten.

Should Lessee, or a subtenant or assignee of Lessee, intentionally cease to conduct business in the demised premises, then this covenant shall terminate upon expiration of 180 days from the date of cessation of the business. This covenant shall run with the land.

Lessor acknowledges that in the event of any breach hereof Lessee's remedies at law would be inadequate and therefore, and in that event, Lessee shall be entitled to cancel this Lease or to relief by injunction, or otherwise, as Lessee may elect in its

Original Dollar General Lease

sole discretion. Lessee's remedies, in any event, shall be cumulative rather than exclusive.

V. COMMON AREA. The entire tract of land on which Lessor has constructed the Shopping Center is shown on the plot plan attached to and made a part hereof. Such plot plan designates the location and size of all buildings constructed, store sizes, parking area, which shall be sufficient for adequate parking of customer cars, customer parcel pickup facilities, and Lessee's delivery service areas. All that portion of the tract of land not covered by buildings is to be Common Area for the joint use of all tenants, customers, invitees, and employees. No part of the Common Area may be improved with additional buildings or expansion of present buildings, nor may the parking lot layout, including parking spaces, aisles, driveways, and walkways, be altered or removed without the prior written consent of Lessee, which consent shall not be unreasonably withheld. Lessor agrees, at its own expense, to maintain all Common Area in good repair, to keep such area clean, to remove snow and ice therefrom, to keep such area lighted during hours of darkness when the demised premises are open for business and to keep the parking area properly striped to assist in the orderly parking of cars. Any claims for damage to property and any claim arising from or out of the injury or death of any person while on the Common Area shall be the responsibility of Lessor, and Lessor agrees to carry comprehensive general liability insurance, with Lessee named as an additional insured, on the Common Area, with a combined single limit for bodily injury and property damage in an amount sufficient to protect Lessor and Lessee, but in no event will such insurance be in an amount less than a combined single limit of \$1,000,000.00 per occurrence.

VI. MAINTENANCE. Lessor represents and warrants that the

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Original Dollar General Lease

demised premises, and the entire Shopping Center, are well built, properly constructed, structurally safe and sound, and that during the term of this Lease and any renewals hereof, it will so maintain them. Lessor shall maintain at its cost and expense in good condition and shall perform all necessary maintenance, repair, and replacement to the exterior of the premises including, but not limited to, the roof, all paved areas, foundation, floors, walls, all interior and exterior utility lines and pipes, and all other structural portions of the building during the term of this Lease and any renewal periods. Lessee assumes liability for damage to plate glass windows and doors except when caused by latent defects, or Lessor, its agents, employees, or contractors. Lessee shall maintain the interior of the premises during the term of this Lease and any renewal periods and shall return the building to Lessor thereafter in its same condition, ordinary wear and tear excepted. Lessor has the right and responsibility to enter the demised premises periodically, at any reasonable time, to inspect the condition of the premises and to make repairs. All repairs, restorations, or payments which are obligations of Lessor, shall be completed or made within a reasonable time. Should Lessor neglect or refuse to make or commence such repairs, restorations, or payments within thirty (30) days after notice has been given by Lessee (no notice is required, however, in emergency situations when property loss or injury to persons is threatened), Lessee, without liability or forfeiture of its term or terms herein, may make or perform such construction, repairs, restorations, maintenance, cleaning, or payments, and deduct the cost thereof and the cost of damage to Lessee's property from the rent or other monies thereafter payable. Any such deductions shall not constitute a default by Lessee unless Lessee shall fail to pay the amount of such deduction to Lessor within thirty (30) days after a final adjudication by a court of competent

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Original Dollar General Lease

jurisdiction that such amount is owing to Lessor. Any repairs or other work done by Lessor shall be performed so as to cause the least interference possible with Lessee's operation.

VII. FIXTURES AND EQUIPMENT. Lessor shall at all times furnish heating, lighting, plumbing, and air conditioning equipment in the premises and shall be responsible for the entire cost of major repairs and replacement of all such equipment. Lessee shall be responsible for the entire cost of minor repairs and routine maintenance. Minor repairs are defined as any repairs costing less than \$750.00 per occurrence, and major repairs are defined as any repairs costing \$750.00 or more per occurrence. Lessee shall at all times have the right to remove any fixture or item of equipment installed by it in the demised premises. Lessor warrants to Lessee that upon acceptance of the demised premises, the condition of the premises will be in good order, and that all plumbing and sewage facilities, all mechanical equipment, including, but not limited to, air conditioning, heating, and sprinkler system, if any, will be operative and mechanically sound. Lessor will, at its cost and expense, supply any apparatus, appliance, or material and will cause work to be done in and about the demised premises which may be required or ordered by any lawful authority.

VIII. ENTRANCES. Lessee shall have unrestricted use and access to all entrances, passways, and delivery lanes to the demised premises and easements adjacent thereto.

IX. UTILITIES. Lessee shall pay for all utilities furnished to the premises during the term of this Lease and any renewal periods thereof.

X. TAXES AND ASSESSMENTS. Lessor shall pay at its cost

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Original Dollar General Lease

and expense all taxes, assessments (including special assessments), and charges of a similar nature which may be levied by any governmental entity with respect to the premises. Lessee shall pay at its cost and expense all personal property taxes and assessments which may be levied by any governmental entity with respect to Lessee's merchandise inventory, trade fixtures, or business operation.

XI. ASSIGNMENT AND SUBLETTING. Lessee may not assign or sublet the whole or any part of the demised premises without the prior written consent of the Lessor. Lessor covenants that its consent shall not be unreasonably withheld. Following any subletting or assignment the Lessee shall not be relieved from any of the terms and conditions of this Lease. After such subletting or assignment, the word Lessee as used herein shall also mean any such subtenant or assignee. Lessee shall, however, have the right, without Lessor's consent, to enter into an Assignment of this Lease or a Sublease of the demised premises to the parent corporation of Lessee, any subsidiary corporation of Lessee or Lessee's parent corporation, any corporation succeeding to substantially all of the assets of Lessee as a result of a consolidation or merger, or a corporation to which a portion of the assets of Lessee have been sold; provided, however, that the other corporation shall assume in writing Lessee's obligations hereunder.

XII. SIGNS. Lessor agrees that it will permit Lessee to place its standard signs on the exterior of the demised premises. In the event Lessor erects a pylon or free standing tower sign to advertise tenants in the Shopping Center, Lessor agrees that Lessee shall be permitted to install its sign face in a style and color consistent with its standard signs. Lessee agrees that any exterior signs it installs pursuant to this provision shall be in



Original Dollar General Lease

compliance with applicable governmental regulations, if any.

XIII. LESSEE'S INSURANCE. At all times Lessee occupies the demised premises, Lessee shall, at its sole cost, carry and maintain comprehensive general liability insurance insuring Lessee against claims for injury, wrongful death, or property damage occurring in the demised premises with minimum policy limits of \$300,000.00 on account of bodily injuries to or death of one person, \$1,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and property damage insurance with a minimum policy of \$25,000.00 per occurrence. Lessor shall be named as an additional insured under Lessee's insurance subject to the provisions of this Lease. Lessee may provide the insurance herein required in any blanket policy or policies which it carries.

XIV. DAMAGE TO BUILDING. If all or any portion of the demised premises shall be condemned by lawful authority as unsafe or unfit for use, or if they become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenable, this Lease shall, at the option of either party, terminate unless the demised premises can be repaired or restored within sixty (60) days. During any such reconstruction period the Lease shall be continued but the rent shall be abated during the period of time while the premises cannot be occupied. Any rental paid in advance and at the time unearned shall be refunded. Should the demised premises be damaged but remain tenantable, Lessor shall immediately repair the damage, and there shall be an equitable abatement of rent during the period of repair or restoration.

XV. CONDEMNATION. In the event the demised premises or any



Original Dollar General Lease

portion thereof are taken in condemnation proceedings, Lessee may cancel the Lease without further liability on the part of Lessee. In the event any part of the buildings of the Shopping Center, or Common Area, or rights-of-way adjoining, or approaches to the Shopping Center are taken in condemnation proceedings so that in the reasonable judgment of Lessee the premises remaining would be unsatisfactory for Lessee's business operation, Lessee may cancel this Lease, or, at its option, retain the demised premises, in which event Lessor will restore the entire remaining Shopping Center to proper tenantable condition forthwith. Until the Shopping Center and the demised premises are restored to proper tenantable condition, rental shall totally abate. Thereafter, rental shall be reduced in proportion to the amount of land and building area lost, or if Lessee shall elect, in proportion to the effect of the loss of such area on Lessee's business. For the purpose of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation of or in lieu of condemnation proceedings. Nothing herein contained shall constitute a waiver of Lessee's right to damages for compensation.

XVI. DEFAULT. Lessor agrees not to exercise any of its remedies at law or in equity against Lessee by reason of any default by Lessee unless and until Lessor shall have given Lessee written notice by certified mail of the default, and unless Lessee shall have failed to cure such default (or commenced a course of action adequate to cure such default) within a period of thirty (30) days from the receipt of such notice.

XVII. HOLDING OVER. Any holding over by Lessee beyond the original term of this Lease or any renewal period thereof shall give rise to a tenancy from month to month on the same terms and conditions contained herein.



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XVIII. MUTUAL RELEASE. Except as otherwise provided herein, Lessee hereby releases Lessor from all liability resulting from loss or damage caused by fire or other hazards to Lessee's contents in the demised premises even if such fire or other hazards shall be brought about by the negligent act or omission of the Lessor, its agents, or employees. Lessor hereby releases the Lessee from any and all liability for any loss or damage caused by fire or other hazards to the demised premises even if such fire or other casualty shall be brought about by the negligent act or omission of the Lessee, its agents, or employees. Lessor and Lessee agree that all insurance policies shall include a clause waiving rights of subrogation against the other.

XIX. QUIET POSSESSION. Lessor covenants that it will put Lessee into complete and exclusive possession of the demised premises, free from all orders, restrictions and notices of any public or quasi-public authority, and that if Lessee shall pay the rental and perform all the covenants and provisions of this Lease to be performed by Lessee, the Lessee shall during the term demised and any renewal periods, freely, peaceably and quietly occupy and enjoy the full possession of the demised premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance. If at any time during the term demised the title of the Lessor shall fail or for any reason it shall appear that Lessor is unable to make this Lease for the term or on the conditions set forth, the Lessee shall, in addition to all remedies available at law or in equity, have the right at Lessor's expense to correct any default or terminate this Lease.

XX. RENT PAYMENT. Make rent checks payable to James R. Biggers and Barbara Biggers and mail them to the following



Original Dollar General Lease

address: 605 Highway 64 West, Waynesboro, Tennessee 38485. Tax

I. D. # 263-50-913.7

XXI. ENTIRE AGREEMENT. This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, express or implied, except as contained herein. No statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease.

XXII. LESSEE'S BUSINESS OPERATION. Lessor and Lessee agree that nothing in this Lease shall be construed to imply that Lessee is required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the number of hours per day or week that Lessee may operate in the demised premises, or as creating an implied or expressed obligation upon Lessee to continuously occupy or operate a business in the demised premises.

XXIII. HOLD HARMLESS. Lessor agrees to hold Lessee harmless from any and all claims which may arise from, on, in or about the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required by law or the terms hereof to be maintained by Lessor. Lessee agrees to hold Lessor harmless from any and all claims which may arise from, on, or in the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required by law or the terms hereof to



Original Dollar General Lease

be maintained by Lessee.

XXIV. CAPTIONS. All captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

XXV. NOTICES. All notices required under this Lease shall be deemed to have been properly served if delivered in writing personally or by registered or certified mail to Lessor, James R. Biggers and Barbara Biggers, 605 Highway 64 West, Waynesboro, Tennessee 38485, or such other place or places as he may designate in writing from time to time, or to Lessee at Dolgencorp, Inc., 427 Beech Street, Scottsville, Kentucky 42164. (Attention: Director of Real Estate). Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department. Final execution and delivery of this Lease is in the Commonwealth of Kentucky and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

XXVI. BINDING EFFECT. This Lease shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, and assigns.

XXVII. SPECIAL STIPULATIONS.

a. Scope of Work. See Exhibit "C" attached hereto and made a part hereof.

b. Percentage Clause. Lessee agrees to pay to Lessor during the primary term and option periods a sum of money equal to 3% of its sales in excess of \$300,000.00, hereinafter called the minimum sales base, made from the leased premises during each lease year.

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Original Dollar General Lease

A report of sales made from the leased premises shall be given to Lessor by Lessee within sixty (60) days after the close of the preceding lease year, and if sales disclosed thereby are sufficient to require a payment hereunder, payment shall accompany the report. For the purpose of this paragraph "sales" shall not include rebates; refunds; allowances to customers; sales taxes imposed by any governmental authority; cash discounts; discounts to customers; discount sales to employees; cost of trading stamps; or any excise tax. Receipts from sales of money orders, lottery tickets, vending machines and similar receipts shall be included in sales only to the extent that any commission, fee or share of receipts related thereto, is received or retained by Lessee. The words "lease year" shall mean a period of twelve (12) successive months. The first lease year shall begin on the commencement date of this Lease, provided, however, that it shall include any period of time preceding the defined lease year during which Lessee is open for business prior to the commencement date, and, further provided, that the minimum sales base shall be increased pro rata for any such additional period, but shall not be decreased should Lessee open for business after the commencement date.

In the event the premises are ever occupied under a month-to-month tenancy, the percentage payment hereunder shall either be calculated on an annual basis if the premises are occupied for a full year, or, if not occupied for a full year, shall be calculated on the basis of a pro rata portion of the minimum sales base above stated corresponding to the proportionate part of the year during which rent is paid for the premises by Lessee. Payment in such case shall be made within sixty (60) days after the end of any such tenancy or other earlier termination of such tenancy.



Original Dollar General Lease

Lessee shall at no time be liable for any percentage payments except those specified herein resulting from actual sales (as defined herein) by Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year first above written.

Witnesses for Lessor:

Rhonda Edwards
Betty L. Anderson

LESSOR: JAMES R. BIGGERS AND BARBARA BIGGERS

BY: James R. Biggers
James R. Biggers

By: Barbara Biggers
Barbara Biggers

Witnesses for Lessee:

Laura Gans
Kathy Karmow

LESSEE: DOLGENCORP, INC.

BY: Tom Holsted
Tom Holsted
Director of Real Estate



Original Dollar General Lease

TRACT NO. 5
BEGINNING at the intersection of the centerline of Long Vue Drive and the South right of way of U. S. #64, the same being the Northwest corner of the original tract of which this is a part; thence North 89 deg. East with the South right of way of U. S. #64 42.3 ft. to a nail & Cap, the true beginning of this conveyance; thence continuing with said right of way N 89 deg. E 75 ft. to a nail and cap; thence South 0 deg. 30' W. Passing the Northwest corner of the Save-A-Lot building at 125 ft.; in all 145 ft.; thence S 89 deg. W 75 ft.; thence N 0 deg. 30' W 145 ft. to the beginning. Containing 10,871.27 sq. ft. According to survey of Larry G. Baker, Tenn. Cert. No. 196, dated January 12, 1988.

TRACT No. 5 when acquired, was a portion of tract No. 3 but for the purposes of this instrument shall be treated as a Separate TRACT.

The property described above is the same property conveyed to James R. Biggers and wife, Barbard Biggers, by warranty deed from Paulus Kitchen and wife, Penelope J. Kitchen, May 13, 1983, and of record in Deed Book 92, page 388, Register's Office of Wayne County, Tennessee.

(Legal Desc,)

Exhibit "A"

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Original Dollar General Lease

SCOPE OF WORK

Exhibit "C"

Lessor shall, at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Paint walls light beige from 65' to ceiling;
2. Replace any bad ballasts and tubes; and,
3. Ascertain that the heating, ventilating, air conditioning, lighting, plumbing, and electrical equipment are in good working order.

Lessee shall, at its sole cost and expense, prior to the demised premises being considered as ready for occupancy:

1. Reduce size of office in stockroom; and,
2. Lower lights to 9' above floor if not already at that height.

All work performed by Lessor and Lessee shall be in compliance with all applicable building and fire code requirements. Lessor shall also make any renovations and alterations necessary to cause the demised premises to conform to the public accommodations provisions of the Americans with Disabilities Act (ADA) of 1990 (Pub.L 101-336). Lessor's and Lessee's renovations and alterations shall be performed in a good, workmanlike manner. All materials used by Lessor and Lessee shall be of at least standard grade, commercial quality.



Original Dollar General Lease

LESSOR AS INDIVIDUAL

STATE OF Tennessee)
COUNTY OF Wayne) SS

On this the 27th day of November, 1991, before me, Sandra N. Mathis the undersigned officer, personally appeared James R. Buggins & Barbara Buggins known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Sandra N. Mathis
My Commission Expires: 6-20-93

LESSOR AS PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS

On this the ____ day of _____, 19____, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged himself/herself/themselves to be the partner of _____, a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Original Dollar General Lease

LESSOR AS CORPORATION

STATE OF _____)
COUNTY OF _____) SS

On this the _____ day of _____, 19____, before me,
_____, the undersigned officer, personally appeared
_____, who acknowledged himself to be the
_____ of _____, a corporation,
and that he, as such officer, being authorized to do so, executed
the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as _____.

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

COMMONWEALTH OF KENTUCKY)
COUNTY OF ALLEN) SS

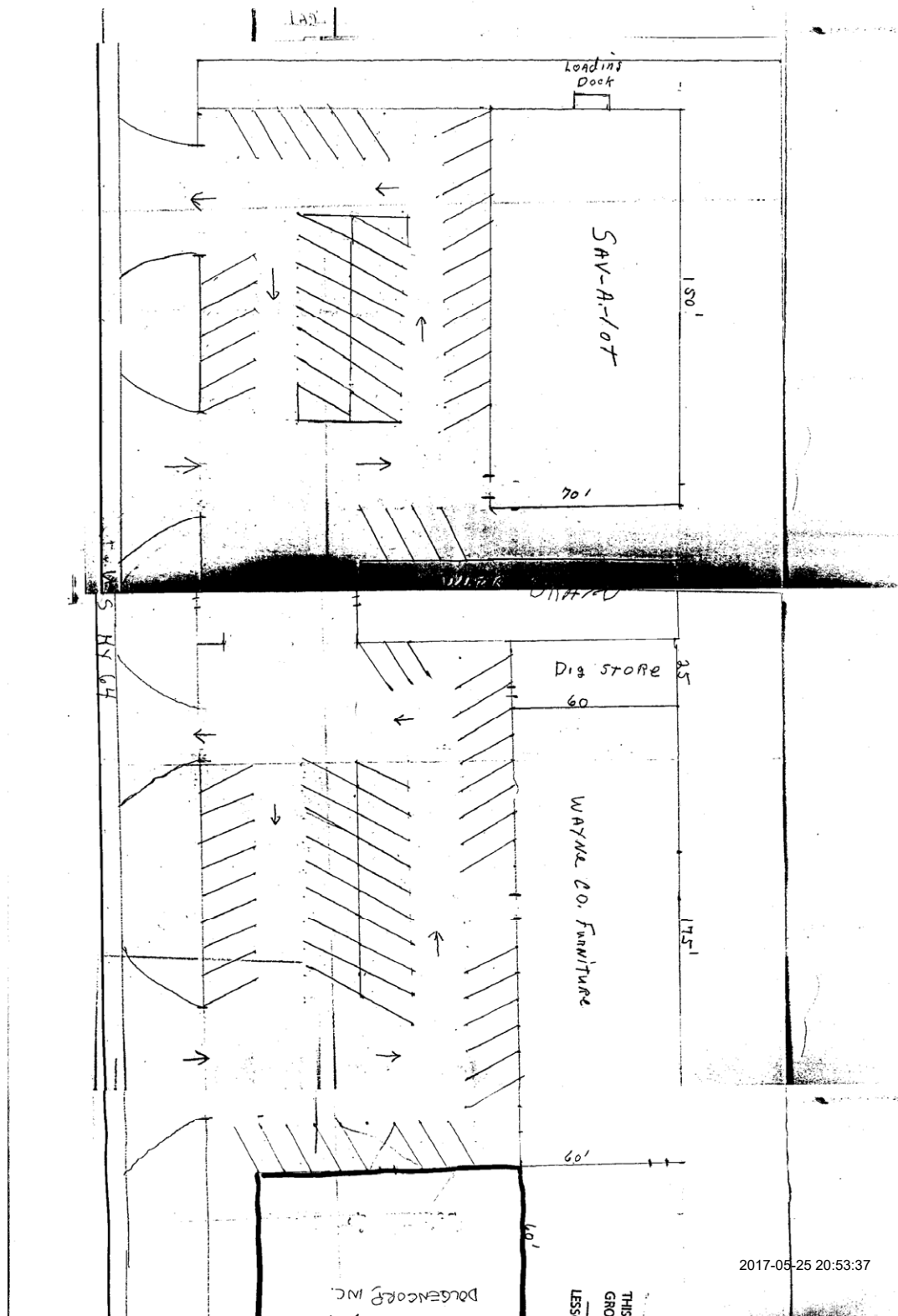
On this the 28th day of November, 1991, before
me, Anna Landrum, the undersigned officer, personally appeared
Tom Holsted, Director of Real Estate, and that he, as such
officer, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the
name of corporation by himself as Director of Real Estate.

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

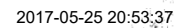
Anna J. Landrum
My Comm. Expires Jan 28, 1993



Original Dollar General Lease



McLEMORE
AUCTION
COMPANY, LLC



Original Dollar General Lease

DOLLAR GENERAL STORE #2082
BIGGERS SQUARE S/C
531 HWY 64 WEST
WAYNESBORO, TN

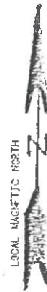
LEASE EXPIRES	3-31-02
OPTIONS	3-3
NOTICE	12-31-01
RENT	\$675.00
EXCESS RENTAL	3% > 300,000
LANDLORD	JAMES R. BIGGERS & BARBARA BIGGERS 605 HWY 64 WEST WAYNESBORO, TN 38485
LMA	

DATE AND INITIAL 1-12-99 DM

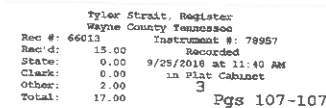
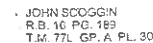
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McLEMORE
AUCTION
COMPANY, LLC

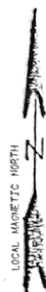


PHONE: (931) 275-1230

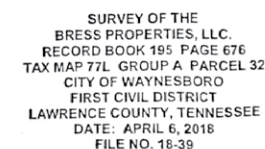


 will@mclemoreauction.com

McLEMORE
AUCTION
COMPANY, LLC



WAYNESBORO, TN, 38485
PHONE: (931) 279-1290



TDOT Traffic Count



Traffic History

Traffic History reflects the Annual Average Daily Traffic (AADT) count along specific locations on Tennessee's road network

View stations on map: Non-Map Record Search: Station Number:

Map Satellite

Station Information

Station	000022
Route	02738
Location	WEST WAYNESBORO
County	Wayne
2016	2540
2015	2591
2014	2583
2013	2579
2012	2815
2011	2423
2010	2579
2009	2660
2008	2462
2007	2489
2006	3035
2005	2947
2004	3095
2003	3316
2002	3769
2001	3533
2000	3864
1999	1908
1998	5975
1997	5055

Download File: [KML](#) [ESRI Geodatabase](#) [ESRI Shapefile](#) [Database Table](#)

Open With: [Google Earth](#) [ArcGIS Explorer](#) [MS Access or Excel](#)



Tax Information for Behind Repair Shop



Monday, September 10, 2018

LOCATION

Property Address	Highway 64 W TN
Subdivision	
County	Wayne County, TN

PROPERTY SUMMARY

Property Type	Commercial
Land Use	Household Units
Improvement Type	
Square Feet	

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	0771 A 041.00
Special Int	000
Alternate Parcel ID	
Land Map	0771
District/Ward	01
2010 Census Trct/Blk	9502/1
Assessor Roll Year	2017



CURRENT OWNER

Name	Bres Properties LLC
Mailing Address	2813 Lafayette Dr Thompsons Station, TN 37179-9765

SALES HISTORY THROUGH 07/30/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
7/17/2017		Bres Properties LLC		Quit Claim Deed	5	195/676
7/13/2017	\$539,000	Schelling Brad		Warranty Deed	5	195/296 75651
2/28/1989	\$600	Haggard Martin L Etal C/O James R Biggers Etux		Warranty Deed	2	114/459
11/5/1985		Haggard Martin L Etal			4	102/703
7/30/1968					4	61/71
1/3/1900					8	51/132

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2017	Assessment Year	2017	Waynesboro	1.4474
Appraised Land	\$5,000	Assessed Land		Wayne	2.3
Appraised Improvements		Assessed Improvements			
Total Tax Appraisal	\$5,000	Total Assessment	\$2,000		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
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Tax Information for Behind Repair Shop

Property Report for HIGHWAY 64 W. cont.

2017	\$28.95	\$46.00	\$74.95
2016	\$28.95	\$41.00	\$69.95
2015	\$29.00	\$41.40	\$70.40
2014	\$29.00	\$41.40	\$70.40
2013	\$29.00	\$41.40	\$70.40

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Household Units	Lot Dimensions	
Block/Lot		Lot Square Feet	43,560
Latitude/Longitude	35.311206°/-87.775666°	Acreage	1

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public - Natural Gas	Road Type	Private/None
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision		Plat Book/Page	
Block/Lot		District/Ward	01
Description			

FLOOD ZONE INFORMATION

Zone Code	Flood Risk	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47181C0192C	08/03/2009



Tax Information for Dollar General



Monday, September 10, 2018

LOCATION

Property Address 529 Highway 64 W
Waynesboro, TN 38485-2355

Subdivision

County Wayne County, TN

PROPERTY SUMMARY

Property Type Commercial

Land Use Store Class S

Improvement Type Store Class S

Square Feet 16500

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 0771 A 031.01

Special Int 000

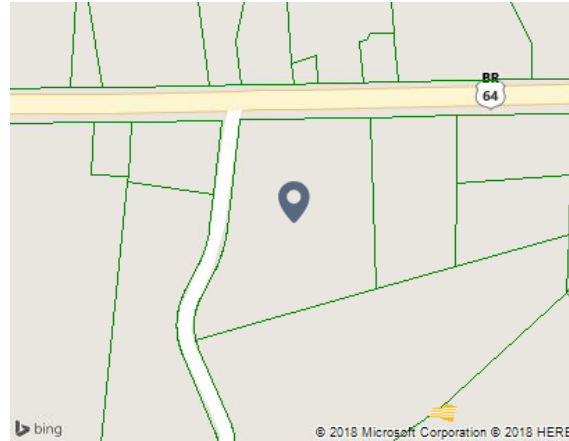
Alternate Parcel ID

Land Map 0771

District/Ward 01

2010 Census Trct/Blk 9502/1

Assessor Roll Year 2017



CURRENT OWNER

Name Bres Properties LLC

Mailing Address 2813 Lafayette Dr
Thompsons Station, TN 37179-9765

SALES HISTORY THROUGH 07/30/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
7/17/2017		Bres Properties LLC		Quit Claim Deed	5	195/676
7/13/2017	\$539,000	Schelling Brad		Warranty Deed	5	195/296 75651
5/13/1983		Biggers James R Etux Barbara			3	92/388
3/7/1980					2	81/476
3/23/1979					2	78/261
4/30/1974					2	61/321

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2017	Assessment Year	2017	Waynesboro	1.4474
Appraised Land	\$86,000	Assessed Land		Wayne	2.3
Appraised Improvements	\$154,100	Assessed Improvements			
Total Tax Appraisal	\$240,100	Total Assessment	\$96,040		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
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Tax Information for Dollar General

Property Report for 529 HIGHWAY 64 W. cont.

2017	\$1,390.08	\$2,208.92	\$3,599.00
2016	\$1,390.08	\$1,968.82	\$3,358.90
2015	\$1,734.20	\$2,475.72	\$4,209.92
2014	\$1,734.20	\$2,475.72	\$4,209.92
2013	\$1,734.20	\$2,475.72	\$4,209.92

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Store Class S	Condition	Average	Units	1
Year Built	1986	Effective Year	1986	Stories	1
BRs		Baths	F H	Rooms	
Total Sq. Ft.	10,500				
Building Square Feet (Living Space)			Building Square Feet (Other)		
Store Class S 10500			Open Porch Unfinished 700		
			Utility Unfinished 2400		

- CONSTRUCTION

Quality	Below Average	Roof Framing	Bar Joist/Rigid Frame
Shape	Rectangular Design	Roof Cover Deck	Prefin Metal Crimped
Partitions		Cabinet Millwork	Below Average
Common Wall		Floor Finish	Terrazzo Mono/Conc
Foundation	Continuous Footing	Interior Finish	Ceiling Fin Only Avg
Floor System	Slab On Grade	Air Conditioning	Cooling Package
Exterior Wall	Prefin Metal Crimped	Heat Type	Heat Package
Structural Framing	Rigid Frame	Bathroom Tile	
Fireplace		Plumbing Fixtures	4

- OTHER

Occupancy	Occupied	Building Data Source	Owner
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PROPERTY CHARACTERISTICS: BUILDING

Building # 2

Type	Store Class S	Condition	Average	Units	1
Year Built	1988	Effective Year	1988	Stories	1
BRs		Baths	F H	Rooms	
Total Sq. Ft.	6,000				
Building Square Feet (Living Space)			Building Square Feet (Other)		
Store Class S 6000			Canopy 400		

- CONSTRUCTION

Quality	Below Average	Roof Framing	Bar Joist/Rigid Frame
Shape	Rectangular Design	Roof Cover Deck	Prefin Metal Crimped
Partitions		Cabinet Millwork	Below Average
Common Wall		Floor Finish	Asphalt Tile
Foundation	Continuous Footing	Interior Finish	Ceiling Fin Only Avg
Floor System	Slab On Grade	Air Conditioning	Cooling Package

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Tax Information for Dollar General

Property Report for 529 HIGHWAY 64 W. cont.

Exterior Wall	Prefin Metal Crimped	Heat Type	Heat Pakage	
Structural Framing	Rigid Frame	Bathroom Tile		
Fireplace		Plumbing Fixtures	12	
- OTHER				
Occupancy	Occupied	Building Data Source	Inspection	
PROPERTY CHARACTERISTICS: EXTRA FEATURES				
Feature	Size or Description	Year Built	Condition	
Asphalt Paving	17500	1994	AVERAGE	
PROPERTY CHARACTERISTICS: LOT				
Land Use	Store Class S	Lot Dimensions		
Block/Lot		Lot Square Feet	148,103	
Latitude/Longitude	35.311158°/-87.777332°	Acreage	3.4	
PROPERTY CHARACTERISTICS: UTILITIES/AREA				
Gas Source	Public - Natural Gas	Road Type	Us Highway	
Electric Source	Public	Topography	Rolling	
Water Source	Public	District Trend	Stable	
Sewer Source	Public	Special School District 1		
Zoning Code		Special School District 2		
Owner Type				
LEGAL DESCRIPTION				
Subdivision		Plat Book/Page		
Block/Lot		District/Ward	01	
Description				
FLOOD ZONE INFORMATION				
Zone Code	Flood Risk	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47181C0192C	08/03/2009

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Tax Information for Grocery



Monday, September 10, 2018

LOCATION

Property Address 527 Highway 64 W
Waynesboro, TN 38485-2355

Subdivision

County Wayne County, TN

PROPERTY SUMMARY

Property Type Commercial
Land Use Household Units
Improvement Type Store Class S
Square Feet 10500

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 0771 A 031.00
Special Int 000

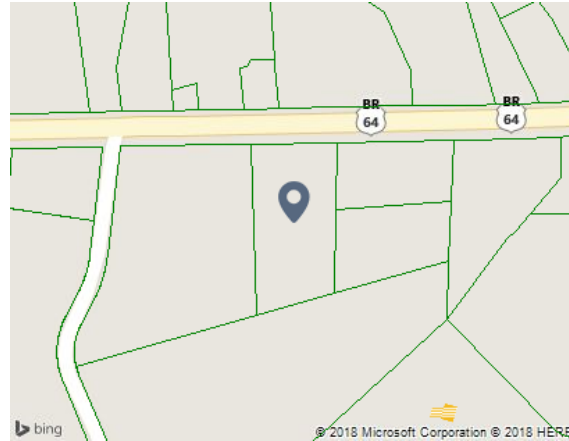
Alternate Parcel ID

Land Map 0771

District/Ward 01

2010 Census Trct/Blk 9502/1

Assessor Roll Year 2017



CURRENT OWNER

Name Bres Proeprties LLC
Mailing Address 2813 Lafayette Dr
Thompsons Station, TN 37179-9765

SALES HISTORY THROUGH 07/30/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
7/17/2017		Bres Proeprties LLC		Warranty Deed	5	195/676 75756
7/13/2017	\$539,000	Schelling Brad		Warranty Deed	5	195/296 75651
5/13/1983		Biggers James R Etux Barbara			3	92/388
3/1/1980	\$9,500				2	81/471
1/4/1900					8	51/132
1/3/1900					4	61/71

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2017	Assessment Year	2017	Waynesboro	1.4474
Appraised Land	\$46,200	Assessed Land		Wayne	2.3
Appraised Improvements	\$117,100	Assessed Improvements			
Total Tax Appraisal	\$163,300	Total Assessment	\$65,320		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
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Tax Information for Grocery

Property Report for 527 HIGHWAY 64 W. cont.

2017	\$945.44	\$1,502.36	\$2,447.80
2016	\$945.44	\$1,339.06	\$2,284.50
2015	\$1,158.84	\$1,654.34	\$2,813.18
2014	\$1,158.84	\$1,654.34	\$2,813.18
2013	\$1,158.84	\$1,654.34	\$2,813.18

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Store Class S	Condition	Average	Units	1
Year Built	1991	Effective Year	1991	Stories	1
BRs		Baths	F H	Rooms	

Total Sq. Ft. 10,500

Building Square Feet (Living Space)	Building Square Feet (Other)
Store Class S 10500	Loading Platform 180
	Open Porch Unfinished 600
	Utility Unfinished 960

- CONSTRUCTION

Quality	Below Average	Roof Framing	Bar Joist/Rigid Frame
Shape	Rectangular Design	Roof Cover Deck	Prefin Metal Crimped
Partitions		Cabinet Millwork	Below Average
Common Wall		Floor Finish	Asphalt Tile
Foundation	Continuous Footing	Interior Finish	Ceiling Fin Only Avg
Floor System	Slab On Grade	Air Conditioning	Cooling Package
Exterior Wall	Prefin Metal Crimped	Heat Type	Heat Pakage
Structural Framing	Rigid Frame	Bathroom Tile	
Fireplace		Plumbing Fixtures	4

- OTHER

Occupancy	Occupied	Building Data Source	Inspection
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PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Asphalt Paving	100X172	1994	AVERAGE

PROPERTY CHARACTERISTICS: LOT

Land Use	Household Units	Lot Dimensions	
Block/Lot		Lot Square Feet	65,340
Latitude/Longitude	35.311325°/-87.776406°	Acreage	1.5

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public - Natural Gas	Road Type	State Highway
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	

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Tax Information for Grocery

Property Report for 527 HIGHWAY 64 W. cont.

Owner Type				
LEGAL DESCRIPTION				
Subdivision		Plat Book/Page		
Block/Lot		District/Ward		01
Description		Sav-A-Lot Grocery		
FLOOD ZONE INFORMATION				
Zone Code	Flood Risk	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47181C0192C	08/03/2009

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Tax Information for Repair Shop



Monday, September 10, 2018

LOCATION

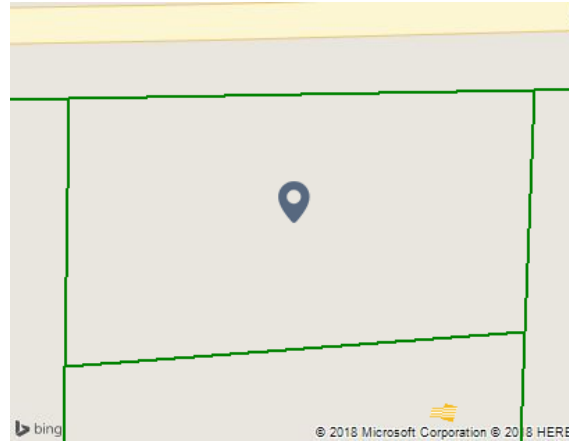
Property Address	W Of Highway 64 TN
Subdivision	
County	Wayne County, TN

PROPERTY SUMMARY

Property Type	Commercial
Land Use	Household Units
Improvement Type	Prefab
Square Feet	5600

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	0771 A 032.00
Special Int	000
Alternate Parcel ID	
Land Map	0771
District/Ward	01
2010 Census Trct/Blk	9502/1
Assessor Roll Year	2017



CURRENT OWNER

Name	Bres Properties LLC
Mailing Address	2813 Lafayette Dr Thompsons Station, TN 37179-9765

SALES HISTORY THROUGH 07/30/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
7/17/2017		Bres Properties LLC		Quit Claim Deed	5	195/676
7/13/2017	\$539,000	Schelling Brad		Warranty Deed	5	195/296
11/3/1984		Biggers James R Etux Barbara				99/44
5/31/1984						96/681
3/25/1982						88/725
11/8/1980	\$15,000					84/221

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2017	Assessment Year	2017	Waynesboro	1.4474
Appraised Land	\$49,500	Assessed Land		Wayne	2.3
Appraised Improvements	\$29,200	Assessed Improvements			
Total Tax Appraisal	\$78,700	Total Assessment	\$31,480		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2017	\$455.64	\$724.04	\$1,179.68

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Tax Information for Repair Shop

Property Report for W OF HIGHWAY 64. cont.

2016	\$455.64	\$645.34	\$1,100.98
2015	\$534.18	\$762.59	\$1,296.77
2014	\$534.18	\$762.59	\$1,296.77
2013	\$534.18	\$762.59	\$1,296.77

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Prefab	Condition	Average	Units
Year Built	1996	Effective Year	1996	Stories 1
BRs		Baths	F H	Rooms

Total Sq. Ft. 5,600

Building Square Feet (Living Space)	Building Square Feet (Other)
	Canopy 560
	Prefab 5600

- CONSTRUCTION

Quality	Average	Roof Framing	Bar Joist/Rigid Frame
Shape	Rectangular Design	Roof Cover Deck	Prefin Metal Crimped
Partitions		Cabinet Millwork	Average
Common Wall		Floor Finish	Concrete Finish
Foundation	Continuous Footing	Interior Finish	
Floor System	Slab On Grade	Air Conditioning	
Exterior Wall	Prefin Metal Crimped	Heat Type	Unit Heater
Structural Framing	Rigid Frame	Bathroom Tile	
Fireplace		Plumbing Fixtures	4

- OTHER

Occupancy	Occupied	Building Data Source	Agent
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PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Asphalt Paving	14848	1996	AVERAGE

PROPERTY CHARACTERISTICS: LOT

Land Use	Household Units	Lot Dimensions	268X154
Block/Lot		Lot Square Feet	43,560
Latitude/Longitude	35.311636°/-87.775635°	Acreage	1

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public - Natural Gas	Road Type	State Highway
Electric Source	Public	Topography	Level
Water Source	Public	District Trend	Stable
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

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Tax Information for Repair Shop

Property Report for W OF HIGHWAY 64. cont.

Subdivision		Plat Book/Page	
Block/Lot		District/Ward01	
Description		The Service Center	
FLOOD ZONE INFORMATION			
Zone Code	Flood Risk	Description	FIRM Panel IDFIRM Panel Eff. Date
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47181C0192C08/03/2009

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Title Commitment

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC TITLE INSURANCE

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic Title Insurance, a Tennessee Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within _____ Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(13401.PFD/13401.3)



American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
 5. **LIMITATIONS OF LIABILITY**
 - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(13401.PFD/13401/3)



American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

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(13401.PFD/13401/3)



American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

Old Republic Title Insurance

SCHEDULE A

1. Commitment Date: September 12, 2018 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (10/17/92)
Proposed Insured: T.B.D.
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Bres Properties, LLC.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

J. Gilbert Parrish, Jr.

By: _____

J. Gilbert Parrish, Jr.

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(13401.PFD/13401/2)



American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

Old Republic Title Insurance

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Bres Properties, LLC. to T.B.D.
- a. Pay the agreement amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
 - a. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
 - b. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
 - c. All assessments and taxes due in 2018, and thereafter.

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(13401.PFD/13401/5)



American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

SCHEDULE B
(Continued)

- d. Rights of parties in possession.
- e. Subject to any existing utility easements.
- f. Subject to any public road easements touching or effecting said property.
- g. Subject to all matters appearing on the plat recorded in Plat Cabinet 3, page 107 in the Wayne County Register's Office.
- h. This a pro forma commitment which is remitted to reflect the general condition of the title to said property and such items that a request for a title commitment to insure said property may include. This pro forma may be edited, amended, altered and be subject to such changes in title and such additional requirements, exceptions and approvals which may be required by the agent and/or title insurance company to insure said property. This pro forma shall not constitute a commitment or binding obligation to insure said property. To secure a binding commitment, the proposed insured's name must be included on the title commitment with a proposed insured amount and the title to such property must be down dated and such additional exceptions and requirements included in said commitment with a signature by an approved agent.

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(13401.PFD/13401/5)



Old Republic Title Insurance

Commitment Number: 13401

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Parcel No. 1:

Tract No. 1: Beginning at a stake in the south margin of U. S. Highway No. 64, said stake being located North 88 degrees East 100 feet from the Northeast corner of lot conveyed to James Thomas Stoddard, by Martin L. Haggard, by deed dated April 30, 1974, and recorded in Deed Book No. 61, page 321 in the Register's Office of Wayne County, Tennessee; thence South 01 degrees East 419.8 feet to a stake in the North boundary line of 6.1 acre tract conveyed to Laszlo A. Karpati, by R. D. Beatty, by deed dated December 29, 1972, and recorded in Deed Book No. 59, page 330 in the Register's Office of Wayne County, Tennessee; thence North 76 ½ degrees East with Karpati's North boundary line 105.3 feet to a stake in same; thence North 1 degree West 402.6 feet to a stake in South margin of Highway No. 64; thence South 88 degrees West 100 feet with South margin of said Highway to the beginning.

Tract No. 2: Beginning at a stake in the South margin of U. S. Highway No. 64, the same being the Northeast corner of lot conveyed to James Thomas Stoddard, by deed dated April 30, 1974, and found of record in Deed Book No. 61, page 321 in the Register's Office of Wayne County, Tennessee; thence South 1 degree East with Stoddard's East boundary line 437 feet to a stake in the North boundary line of 6.1 acre tract conveyed to Laszlo A. Karpati, by R. D. Beatty, by deed dated December 29, 1972, and recorded in Deed Book No. 59, page 330 in the Register's Office of Wayne County, Tennessee, the same being the Southeast corner of Stoddard lot; thence North 76 ½ degrees East with Karpati's North boundary line 105.3 feet to a stake in same; thence North 1 degree West 419.8 feet to a stake in the South margin of U. S. Highway No. 64; thence South 88 degrees West 100 feet to the beginning.

Tract No. 3: Beginning at a stake on the East margin of Long Vue Drive, the same being the Northwest corner of the 6.1 acre tract conveyed by R. D. Beatty, et al, to Laszlo A. Karpati, and wife, by deed dated December 29, 1972, and recorded in Deed Book No. 59, page 330 in the Register's Office of Wayne County, Tennessee, thence with east margin of said Long Vue Drive, Northwardly 490 feet, more or less to a stake at intersection of Long-Vue Drive with Highway No. 64; thence with south margin of said Highway No. 64, right of way, North 89 degrees East 100 feet to a stake in same; thence South 1 degree East 437 feet to a stake in the North boundary line of said 6.1 acre tract, thence South 76 ½ degrees West 207 feet to the beginning.

Tract No. 4: Beginning at fence post at Southwest corner of fence, the same being the southwest corner of the lot conveyed by L. T. Long, to Dave Gobble by deed dated September 5, 1936, recorded in Deed Book No. 20, page 58 in the Register's Office of Wayne County, Tennessee; also a corner of the tract of which this is a part; thence South 6 degrees West 14 4/25 poles to a stake in the North boundary line of the 6.1 acre tract, conveyed by R. D. Beatty, et al, to Laszlo A. Karpati and wife, by deed dated December 29, 1972, recorded in Deed Book No. 59, page 330 in the Register's Office of Wayne County, Tennessee; thence with said North boundary line South 76 ½ degrees West 9 17/25 poles to a stake in same; thence North 1 degree West 23 12/25 poles to a stake in South boundary line of Highway right of way of Highway No. 64 (Note: See Deed of Right of Way from L. T. Long and wife, to State of Tennessee, dated August 4, 1962, recorded in Deed Book No. 44, page 98 Register's Office of Wayne County, Tennessee); thence with said South boundary of said right of way North 88 degrees East 12 12/25 poles to stake in same at fence post; in West boundary line of said Dave Goggle tract; thence with wire fence South 6 degrees West 8 9/25 poles to the beginning.

Parcel No. 2:

Lying and being situated in the 1st Civil District of Wayne County, Tennessee, on the South side of U. S. Highway No. 64, about one mile West of Waynesboro, Tennessee, and particularly bounded and described as follows:

Tract No. 1: Beginning at a stake on the South side of Highway No. 15, about one mile West from the courthouse in Waynesboro, Tennessee, which stands in the southern margin of the right of way of State Highway No. 15, (U.S. No. 64), 131 feet, 10 inches West of the beginning corner of the lot of which this is a part; thence South 85 degrees West 135 feet to the NW

ALTA Commitment
Exhibit A

(13401.PFD/13401/3)

EXHIBIT A
(Continued)

Commitment Number: 13401

corner of the lot of which this is a part; thence South with the West boundary line of the same 154 feet to a stake, the SW corner of the same; thence North 85 degrees East 134 feet to a stake in the South boundary of the same; thence North 154 feet and parallel to the East boundary line of the lot of which this is a part, to the beginning.

Tract No. 2: Beginning at a stake standing in the Southern margin of U. S. Highway No. 64, and in the West boundary line of a tract of land owned by D. E. Merriman, the same being the beginning corner of the lot of which this is a part; thence South 85 degrees East with the Southern margin of the right of way of said Highway, 134 feet 10 inches to a stake, the Northeast corner of a lot heretofore conveyed to the grantees named herein by the undersigned Hassell & Hughes, Inc., by deed recorded in the Register's Office of said County of Wayne in Deed Book No. 27, page 7; thence South with the East boundary line of said lot, 154 feet to the Southeast corner of the same in the South boundary line of the lot of which this is a part; thence North 85 degrees East 134 feet 10 inches with the South boundary line of the lot of which this is a part to the Southeast corner of the same, standing in the West boundary line of the D. E. Merriman lot or tract; thence North with said Merriman's line, and the East boundary line of the lot of which this is a part, 154 feet to the beginning.

Excluded from the above real estate and not conveyed hereby is the portion of the lands conveyed to the State of Tennessee for right of way purposes by Andrew G. Jones and wife, Arland Jones, by deed dated August 4, 1962, and recorded in the Register's Office of Wayne County, Tennessee in Deed Book 44, page 113.

Heretofore, a water line has been constructed from the house on the property heretofore conveyed, to the water lines of the City of Waynesboro and we do hereby sell and transfer to the Grantees named herein all the rights and title thereto.

Parcel No. 3:

Beginning at a fence corner, the same being a common corner with Biggers, also being the NE corner of the tract herein described; thence with fence line, Lacher's WBL as follows: South 3 degrees West 72 feet, South 7 degrees West 75 feet to an old stake; thence South 75 degrees 39 minutes 30.5 seconds West with Peterson's NBL 281.84 feet to an iron pin; thence North 5 degrees 31 minutes West with Biggers' EBL 209 feet to a stake; thence North 88 degrees 15 minutes East 266 feet to the beginning.

(All descriptions according to the prior deeds)

Being the same property conveyed to Brad Schelling by deed of James R. Biggers and wife, Barbara Biggers dated July 13, 2017 and recorded in Record Book 195, page 296 in the Wayne County Register's Office. The said Brad Schelling conveyed his interest in said property to BRES Properties, LLC., dated July 17, 2017 and recorded in Record Book 195, page 676 in the Wayne County Register's Office.

ALTA Commitment
Exhibit A

(13401.PFD/13401/3)



Tract 1 Tenant List

Shopping Center Tenant List - Tract 1 Only

	Area in SF	Beginning of Lease	End of Lease	Monthly Rent	Landlord Obligations	Tenant Obligations	HVAC Notes	Notes
Building 3								
Dollar General	9,000	1998	2023	\$3,400.00	HVAC and Parking Lot Maintenance	Utilities	4x 5 Ton Units, Recently Installed in Building	9,000 sf Store, 2,400 sf Warehouse / Loading Area
Vacant	1,500	N/A		N/A	N/A	N/A		Formerly Rented to H&R Block for \$550.00 per Month
Total Building 3	10,500			\$3,400.00				
Building 4								
Former Antique Store	6,000	2012	MTM	N/A	HVAC and Parking Lot Maintenance	Utilities	2x 4 Ton Units	Original Location of Dollar General from 1991-1998. Formerly rented to Antique Store Owner for \$1,000 per month. Owner of Antique Store died September 2018. Business has closed. Items still on premises. Estate in process of liquidating or moving assets.
Total Building 4	6,000			\$0.00				
Total Space	16,500			\$3,400.00				

Tract 2 Tenant List



Shopping Center Tenant List - Tract 2 Only								
	Area in SF	Beginning of Lease	End of Lease	Monthly Rent	Landlord Obligations	Tenant Obligations	HVAC Notes	Notes
Building 2								
Vacant	10,500	N/A	N/A	N/A	N/A	N/A		Additional 1,500 ± SF Unfinished Space, Formerly Rented to Save-A-Lot for \$2,450 per Month
Total Building 2	10,500			\$0.00				
Total Space	10,500			\$0.00				



Tract 3 Tenant List

Shopping Center Tenant List - Tract 3 Only

	Area in SF	Beginning of Lease	End of Lease	Monthly Rent	Landlord Obligations	Tenant Obligations	HVAC Notes	Notes
Building 1								
Auto Repair Shop	2,600	2007	MTM	\$500.00	N/A	Utilities	N/A	Office, Bathroom, Storage + 3 Bays
John Davis HVAC	1,000	2018	MTM	\$250.00	N/A	Utilities	N/A	Office, Bathroom, Storage + 1 Bay
Vacant	2,000	N/A	N/A	N/A	N/A	N/A	N/A	2 Bays
Total Building 1	5,600			\$750.00				

