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64759

This instrument prepared by
and after recording return to:
Annette Whitley
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No.31239
Manti, UT

STATE OF UTAH

COUNTY OF SANPETE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 10th day of APRIL, 2025, by and between PWC MANTI, LLC, a Utah limited liability company, 24 N 1100 W, Layton, UT 84041 (the "Landlord") and DG Retail, LLC, a Tennessee limited liability company, 100 Mission Ridge, Goodlettsville, TN 37072 (the "Tenant").

WITNESSETH:

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

1. Landlord has leased to Tenant under a Lease dated as of August 2, 2024, (the "Lease") certain premises together with easements, all privileges, rights, benefits, and right-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in Sanpete County, Manti, Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
2. The Lease contains provisions concerning the construction of the Demised


Premises.

3. The Demised Premises may be used for any lawful retail purpose.
4. The term of the Lease shall be for a period of Fifteen (15) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for Five (5) successive periods of Five (5) years each, upon the terms and conditions therein set forth.
6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as: a Family Dollar Store; Bill's Dollar Store; Dollar Tree; Ninety-Nine Cents Only; Deals; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express) (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.
7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.
8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

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

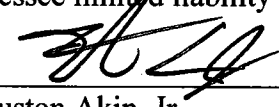
LANDLORD:

PWC MANTI, LLC
a Utah limited liability company

By: 
Steven Heaps
Its: Managing Member for Prime West
Commercial, LLC

TENANT:

DG RETAIL, LLC
a Tennessee limited liability company

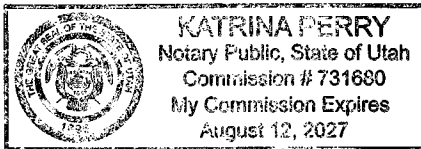
By: 
Houston Akin, Jr.
Its: Vice President of Real Estate

LANDLORD

STATE OF Utah)
) SS
COUNTY OF Box Elder)

On this the 22 day of April, 2025, before me, the undersigned, personally appeared Steven Heaps, who acknowledged himself/herself/themselves to be the managing member of Prime West Commercial, LLC, a Utah LLC, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as managing member of Primewest.

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



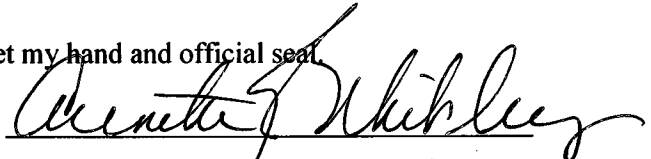
Katrina Perry
My Commission Expires: 8-12-27

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 10~~th~~ day of April, 2025, before me, the undersigned officer, personally appeared Houston Akin, Jr., Vice President of Real Estate of DG Retail, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Real Estate.

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


My Commission Expires: 7.6.26

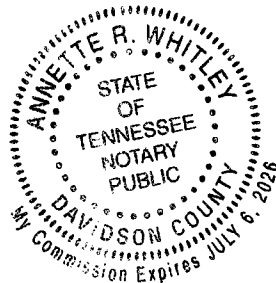


EXHIBIT A
PROPERTY DESCRIPTION

PARCEL 1:

Parcel 1, RKF MANTI SUBDIVISION, according to the official plat thereof as recorded in the office of the Sanpete County Recorder on March 20, 2025 as Entry No. 333553.

PARCEL 1A:

A nonexclusive easement appurtenant to Parcel 1 for the purposes of ingress and egress as described in that certain Reciprocal Easement Agreement With Covenants and Restrictions recorded April 7, 2025 as Entry No. 333890.

Tax Id No.: 64759