



AFTER RECORDING MAIL TO:
DG GEORGIA 4 LLC
Attention: Steven P. Frank
310 Ed Wright Lane, Suite B
Newport News, VA 23606

Grantor: HIX SNEDEKER DEVELOPMENT LLC, an Alabama limited liability company
Grantee: DG Georgia 4 LLC, a Virginia limited liability company
Abbreviated Legal: Ptn. Sec 20, T3N, R8E W.M.
Additional Legal on Page: 6
Assessor's Tax Parcel No: 03082021010000

ASSIGNMENT AND ASSUMPTION OF LEASE AND GUARANTY

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND GUARANTY (this "Assignment") is made and entered into effective as of the 26th day of October, 2021, by and between **HIX SNEDEKER DEVELOPMENT LLC**, an Alabama limited liability company (hereinafter "Assignor"), and **DG GEORGIA 4 LLC**, a Virginia limited liability company ("Assignee").

RECITALS:

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement bearing an Effective Date of July 30, 2021, as amended and assigned (the "Agreement"), pursuant to which Assignee is acquiring from Assignor the real property and improvements, located on property more particularly described on **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Property") and the improvements thereon.

B. Pursuant to the terms of the Agreement, Assignor desires to sell, assign, convey, transfer and set over to Assignee and Assignee desires to assume all of Assignor's interest in that certain Lease by and between DG Strategic VII, LLC, a Tennessee limited liability company ("Tenant") dated effective as of May 5, 2020, as assigned to Assignor by that certain Assignment and Assumption of Lease and Guaranty dated December 18, 2020, as evidenced by that certain

C. Memorandum of Lease dated April 7, 2021, recorded in the real property records of Skamania County, Washington, in Instrument #2021-001391 (the "Lease") and that certain Guaranty dated May 5, 2020 by Dollar General Corporation ("Guaranty"), including all rents prepaid for any period subsequent to the date of this Assignment, subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably and unconditionally sells, assigns, conveys, transfers and sets over unto Assignee, its successors and assigns as of the date hereof (the "Effective Date"), all of Assignor's right, title and interest in, to and under: (i) the Lease, (ii) the Guaranty and (iii) any and all rents prepaid, if any, as of the Effective Date, held by Assignor in connection with the Lease (the "Rent").

2. Assignee hereby assumes and shall be liable for any and all liabilities, claims, obligations, losses and expenses, including reasonable attorneys' fees arising in connection with the Lease and Guaranty which are incurred, and which arise by virtue of acts or omissions occurring thereunder, on or after the Effective Date. Assignor shall indemnify and hold Assignee harmless from any and all liabilities, claims, obligations, losses and expenses, including reasonable attorneys' fees arising in connection with the Lease and Guaranty which are actually incurred, and which arise by virtue of acts or omissions occurring thereunder, or as a result of Assignor's failure to fulfill the landlord's duties and obligations accruing under the Lease and Guaranty, prior to the Effective Date. Assignee shall indemnify and hold Assignor harmless from any and all liabilities, claims, obligations, loss and expenses, including reasonable attorney's fees, arising in connection with the Lease and Guaranty which are actually incurred, and which arise by virtue of acts or omissions occurring thereunder, or as a result of Assignee's failure to fulfill the landlord's duties and obligations accruing under the Lease and Guaranty on or after the Effective Date. Assignee shall be entitled to receive all income arising from the Lease and Guaranty from and after said Effective Date. Assignor shall be entitled to receive all income arising from the Lease and Guaranty prior to the Effective Date.

3. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

4. All rights and obligations of Assignee and Assignor hereunder shall be binding upon and inure to the benefit of Assignor, Assignee and the respective successors and assigns of each such party.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Assignment, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Assignment (whether original,

facsimile or electronic mail) may be detached from any counterpart of this Assignment (whether original, facsimile or electronic mail) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Assignment (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Assignment based on such form of signature.

[EXECUTION BEGINS ON FOLLOWING PAGE]

Assignment and Assumption of Lease
Assignor Signature Page

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the day and year first above written.

ASSIGNOR:

HIX SNEDEKER DEVELOPMENT LLC,
an Alabama limited liability company

By: _____

Print Name: Haymes S. Snedeker

Its: Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I certify that I know or have satisfactory evidence that Haymes S. Snedeker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Hix Snedeker Development LLC, an Alabama limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 5 day of October, 2021.

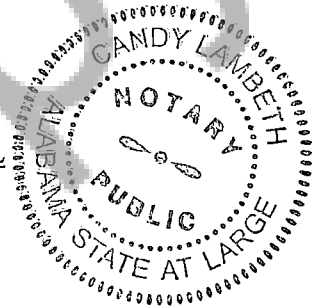
Candy Lambeth
Notary Signature

Notary Printed Name: Candy Lambeth

Notary Public in and for the State of Alabama residing in Daphne, AL

My Commission Expires: 7/8/24

(NOTARIAL SEAL REQUIRED)



[ASSIGNEE'S EXECUTION AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

Assignment and Assumption of Lease
Assignee Signature Page



ASSIGNEE:
DG GEORGIA 4 LLC,
a Virginia limited liability company

By: Steven P. Frank
Steven P. Frank (print name)
Its: Manager

STATE OF Virginia
COUNTY OF Newport News

I certify that I know or have satisfactory evidence that Steven P. Frank is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of DG GEORGIA 4 LLC, a Virginia limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 5 day of October, 2021.

A handwritten signature in cursive script, appearing to read "Kathryn M. Walker".

Notary Signature

Notary Printed Name: KATHRYN M WALKER

Notary Public in and for the State of Virginia residing in Newport News

My Commission Expires: 08/31/2025

EXHIBIT "A"
PROPERTY

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 347 FEET; THENCE WEST 239 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER 347 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST 239 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN WIND RIVER HIGHWAY AND METZGER ROAD.

ALSO EXCEPT THE WEST 15 FEET AS DISCLOSED BY INSTRUMENT RECORDED IN BOOK 158, PAGE 529.

BEING MORE PARTICULARLY DESCRIBED PURSUANT TO AN AS SURVEYED LEGAL DESCRIPTION, AS FOLLOWS:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH $0^{\circ}53'19''$ WEST, 347.00 FEET; THENCE SOUTH $89^{\circ}58'01''$ WEST, 73.85 FEET TO THE WESTERLY RIGHT OF WAY OF THE WIND RIVER HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE NORTH $89^{\circ}32'17''$ WEST, 150.36 FEET; THENCE NORTH $0^{\circ}55'19''$ EAST, 317.00 FEET TO THE SOUTH RIGHT OF WAY OF METZGER ROAD; THENCE SOUTH $89^{\circ}32'17''$ EAST, 140.40 FEET, ALONG SAID SOUTHERN RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY OF WIND RIVER HIGHWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 5,654.53 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ}12'48''$ AN ARC DISTANCE OF 317.12 FEET ALONG SAID WESTERLY RIGHT OF WAY, WITH A LONG CHORD BEARING SOUTH $0^{\circ}52'41''$ EAST A DISTANCE OF 317.08 FEET TO THE TRUE POINT OF BEGINNING.