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Cook County Recorder of Deeds
Date: 05/14/2008 08:40 AM Pg: 1 of 4

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

Thomas E. Schoenheit, Esquire
Family Dollar Stores, Inc.
Post Office Box 1017
Charlotte, NC 28201-1017
Phone (704) 847-6961

1833
STATE OF ILLINOIS

SHORT FORM LEASE

COUNTY OF COOK

THIS LEASE is made and entered into this 22nd day of June, 2007, by and between 4938 SOUTH KEDZIE, LLC ("Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation ("Tenant");

WITNESSETH

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord, that certain premises situated in the Landlord's Shopping Center located on the west side of South Kedzie Avenue, north of its intersection with West 51st Street, and having a street address of 4938 South Kedzie Avenue, in the City of Chicago, County of Cook, State of Illinois, and being that property comprising approximately 7,548 (66'4" X 124'1" irregular) square feet together with the building thereon (said property and building are the "Demised Premises"). Said Demised Premises are shown hatched on Exhibit B - Site Plan.

Tenant is also granted the non-exclusive right to use, in common with other tenants in the Shopping Center, the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan attached hereto and made a part hereof, as the same may be modified from time to time as provided for in Paragraph 23 hereof. Tenant is also granted, throughout the term of this Lease and all extensions thereof, the right to use, along with other tenants in the Shopping Center, the common service corridor shown on Exhibit B - Site Plan. Tenant shall use the common service corridor immediately behind the Demised Premises to access Tenant's dumpsters located in the rear service and access area. Landlord shall keep, and cause all other tenants to keep, the common service corridor free of obstructions at all times.

Landlord is a party to an Easement Agreement dated July 27, 1987, recorded with the Cook County Recorder of Deeds as Document No. 87510075 and as amended in the First Amendment to Shopping Center Reciprocal Easement Agreement dated January 30, 2007, and recorded as Document No. 0705118040 with the Cook County Recorder of Deeds, State of Illinois ("Easement Agreement"). Landlord grants to Tenant all parking and access easement rights granted to Landlord in the Easement Agreement. In particular, Landlord grants Tenant, its employees, customers and other invitees, including personnel operating Tenant's eighteen-wheel tractor-trailer



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vehicles, the unrestricted and non-exclusive easement throughout the term of this Lease to use all of the entrances, exits, parking areas, sidewalks and service and access areas on the adjacent property not owned by Landlord located south of the Shopping Center ("Adjacent Property") as shown on Exhibit B - Site Plan. These easements on the Adjacent Property ("Easement Areas") are for the purposes of parking on the Adjacent Property and of ingress and egress across the Adjacent Property. Landlord shall, at Landlord's expense, abide by the Easement Agreement and shall enforce the Easement Agreement for the benefit of Tenant. Tenant shall abide by the Easement Agreement. Landlord has provided to Tenant a copy of the Easement Agreement.

TO HAVE AND TO HOLD the Demised Premises for an initial term ending on the 30th day of June, 2017, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith ("Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for five (5) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the Shopping Center.

Furthermore, the Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that Landlord will not build any buildings in the Shopping Center except as shown on Exhibit B - Site Plan, that all areas shown on Exhibit B - Site Plan as paved, marked and lighted parking, service or access areas shall always be devoted to such indicated uses, and that the Lease contains certain restrictions with respect to certain non-retail, parking-intensive uses.

Landlord's Address: 4938 SOUTH KEDZIE, LLC
4343 S. Pulaski Road
Chicago, IL 60632

Tenant's Address: FAMILY DOLLAR, INC.
P. O. Box 1017
Charlotte, NC 28201-1017
Attn: Lease Administration Department

IN WITNESS WHEREOF, this indenture has been duly executed by said parties in manner and form provided by law, this the day and year first above written.

Witnesses:

LANDLORD
4938 SOUTH KEDZIE, LLC (SEAL)

CHARLES ROULAKIS
Print Name: _____

By: [Signature]
James Dremonas
Sole Member

Print Name: Emily Papadatos

ATTEST:

TENANT
FAMILY DOLLAR, INC.

[Signature]
Thomas E. Schoenheit
Assistant Secretary

By: [Signature]
Keith M. Gehl
Senior Vice President



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STATE OF ILLINOIS

NOTARY

COUNTY OF Cook

I, PETROS DRIMONAS a Notary Public in and for the aforesaid State and County, do hereby certify that James Dremonas, Sole Member of 4938 SOUTH KEDZIE, LLC, personally appeared before me this day and that by the authority duly given, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 28 day of 28, 2007.

P. DRIMONAS
Printed Name: PETROS DRIMONAS
Notary Public

My Commission Expires:

10/19/2008



STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Sharon Wood, a Notary Public in and for the aforesaid State and County, do hereby certify that THOMAS M. NASH and THOMAS E. SCHOENHEIT, Senior Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

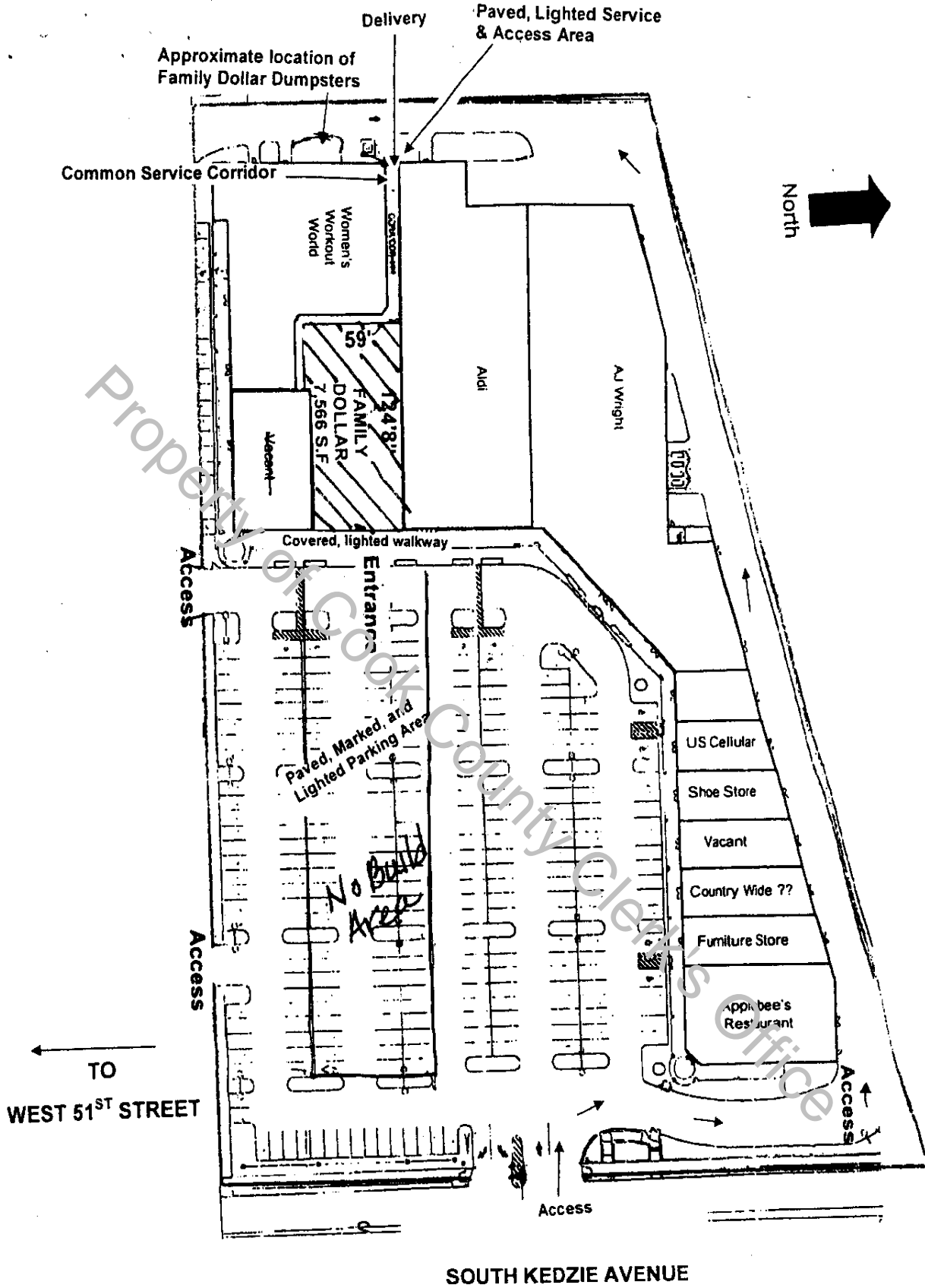
WITNESS my hand and notarial seal this the 22nd day of June, 2007.

Sharon Wood
Sharon Wood, Notary Public

My Commission Expires:
August 15, 2011




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4938 S Kedzie A
Chicago, IL 60653

Exhibit B – Site Plan
SHORT FORM LEASE

DATED: June 22, 2007
PROJECT # 300917
LOCATION: Chicago, IL

Landlord:  Tenant: JAR



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EXHIBIT A

LEGAL DESCRIPTION

**4938 South Kedzie
Chicago, Illinois**

PARCEL 1:

That part of Blocks 17 and 18, and vacated Spaulding Avenue, in James H. Ree's Subdivision of the Northeast Quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the intersection of the South line of block 17 with the West line of the East 33.00 feet of the Northeast Quarter of Section 11 aforesaid; thence West along the South line of Blocks 17 and 18 as extended to a point on a line 45.00 feet West of and parallel to the East line of Spaulding Avenue; thence North along said parallel line, 355.00 feet; thence Northeasterly to a point on the aforementioned West line of the East 33.00 feet of the Northeast Quarter of Section 11 which is 525.00 feet North of the Point of Beginning; thence South along the West line of the East 33.00 feet, 525.00 feet to the point of beginning.

PARCEL 2:

Non-Exclusive Reciprocal Easement and right to use the common areas in the shopping center for benefit of Parcel 1, as created by Shopping Center Reciprocal Easement Agreement dated July 27, 1987 and recorded September 17, 1987, as Document 87510075 made by Jasco Properties, Inc. and K-Mart Corporation.

PIN: 19-11-202-005-0000