FORM B10 (Official Form 10)(12/03)

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor	Case Number
Fleming Companies, Inc.	03-10945

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U S C §503

Name of Creditor (The person or other entity to whom the debtor owes money or property)
Reinhart Real Estate Group, Inc.
See also Exhibit A attached

Name and Address where notices should be sent
Reinhart Real Estate Group, Inc.
Attn: Edward J. Hengel, Jr.
P.O. Box 2228
La Crosse WI 54602

Telephone Number (608) 782-4999

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars
☐ Check box if you have never received any notices from the bankruptcy court in this case
☐ Check box if the address differs from the address on the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor
See Exhibit B attached

Check here if this claim ☐ replaces ☒ amends a previously filed claim dated 9/15/03

1 Basis for Claim
☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☒ Taxes
☒ Other Lease rejection and breach of contract/lease damages
☐ Retiree benefits as defined in 11 U S C §1114(a)
☐ Wages salaries and compensation (fill out below)
Last four digits of SS # _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 Date debt was incurred See Exhibit C attached

3 If court judgment, date obtained N/A

4 Total Amount of Claim at Time Case Filed $See Exhibit D attached

(unsecured)	(secured)	(priority)	(Total)

If all or part of your claim is secured or entitled to priority also complete Item 5 or 7 below
☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 Secured Claim
☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief Description of Collateral
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral $_____

Amount of arrearage and other charges at time case filed included in secured claim if any $_____

6 Unsecured Nonpriority Claim $_____

☐ Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it or if c) none or only part of your claim is entitled to priority

7 Unsecured Priority Claim
☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $_____
Specify the priority of the claim
☐ Wages salaries or commissions (up to $4 650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier - 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan - 11 U S C §507(a)(4)
☐ Up to $ 2 100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units - 11 U S C § 507(a)(8)
☐ Other - Specify applicable paragraph of 11 U S C § 507(a)(__)
**Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment*

8 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

9 Supporting Documents *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

10 Date-Stamped Copy To receive an acknowledgment of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

FILED
DEC 1 8 2003
BMC

Date	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
12/15/03	Edward J Hengel Jr V.P.

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S

*Subject to modification and amendment

Fleming Companies Claim
15200

EXHIBIT A
TO REINHART REAL ESTATE GROUP'S AMENDED PROOF OF CLAIM

Name of Creditor

Gateway Hopkins Warehouse, Inc and Reinhart Plaza are now part of the Reinhart Real Estate Group, Inc

EXHIBIT B
TO REINHART REAL ESTATE GROUP, INC 'S AMENDED PROOF OF CLAIM

Account or other number by which creditor identifies debtor

MN-227	Roseville Shopping Center, MN, 1201 Larpenteur Avenue, Roseville, MN
WI-088	Training Center, 127 West Avenue North, LaCrosse, WI
MN-263GL	Hopkins, MN Land, 8098 Excelsior Blvd , Hopkins, MN
MN-263	Hopkins, MN Warehouse, 8098 Excelsior Blvd , Hopkins, MN
MN-218	Caledonia, MN Store, 510 Vista Drive, Caledonia, MN
MN-224	Spring Valley, MN Store, 1020 Industrial Blvd , Spring Valley, MN
MI-036	Ontonagon, MI Store, 200 Tin Street, Ontonagon, MI
WI-076	Black River Falls, WI Store, 24 Fillmore Street, Black River Falls, WI
PA-006	Wissinger, 25th Avenue Store, 25th Avenue & Ivyside Drive, Altoona, PA
PA-008	Wissinger, Bellemeade Store, 2032 E Pleasant Valley Blvd , Altoona, PA
PA-009	Wissinger, Blair Markets Store, 1264 Old Route 220 North, Duncansville, PA
PA-207	Wissinger, 31st Street Store, 31st Street & Oak Avenue, Altoona, PA

EXHIBIT C
TO REINHART REAL ESTATE GROUP, INC 'S AMENDED PROOF OF CLAIM

Date debt was incurred

1 Roseville Shopping Center MN, 1201 Larpenteur Avenue, Roseville MN
- Lease signed on September 15, 1989
- Real estate taxes due on May 15, 2003 were paid late and a penalty has been assessed from May 15, 2003 to June 8, 2003

2 Training Center, 127 West Avenue North, La Crosse WI
- Lease signed on October 1, 1984
- Lease rejected on April 30, 2003
- Real estate taxes were not paid from April 1, 2003 to April 30, 2003

3 Hopkins, MN - 8098 Excelsior Blvd , Hopkins MN
- 2 Leases signed on April 16, 1990
- 2 Leases rejected on October 31, 2003

4 Caledonia MN Store, 510 Vista Drive, Caledonia MN
- Lease signed on July 1, 1989
- Real estate taxes due on October 15, 2002, were paid late and a penalty has been assessed from October 15, 2002 to March 5, 2003
- Real estate taxes due on October 15, 2003, were paid late and a penalty has been assessed from October 15, 2003 to October 26, 2003
- Percentage rent was due on September 15, 2003

5 Spring Valley MN Store, 1020 Industrial Blvd , Spring Valley MN
- Lease signed on July 1, 1989
- Real estate taxes due on October 15, 2003, were paid late and a penalty has been assessed from October 15, 2003 to October 26, 2003

6 Ontonagon MI Store, 200 Tin Street, Ontonagon MI
- Lease signed on July 10, 1989

7 Black River Falls WI Store, 24 Fillmore Street, Black River Falls WI
- Lease signed on April 30, 1989

8 Wissinger, 25th Avenue Store, 25th Avenue & Ivyside Drive, Altoona PA
- Lease signed on September 15, 1989

9 Wissinger, Bellemeade Store, 2032 East Pleasant Valley Blvd , Altoona PA
- Lease signed on September 15, 1989

10 Wissinger, Blair Markets Store, 1264 Old Route 220 N , Duncansville PA
- Lease signed on September 15, 1989

11 Wissinger, 31st Street Store, 31st Street & Oak Avenue, Altoona PA

- Lease signed on September 15, 1989

EXHIBIT D
TO REINHART REAL ESTATE GROUP, INC.'S AMENDED PROOF OF CLAIM

Total amount of claim at time case filed ***

1 Roseville Shopping Center, 1201 Larpenteur Ave., Roseville MN

- Real estate taxes due on May 15, 2003 were paid late and a penalty has been assessed from May 15, 2003 to June 8, 2003 — $ 1,096 32

- Lease rejection damages[1] — $ 2,142,389 86[2]
  Monthly fixed rent = $27,657 92
  Base rent 4/1/03 – 9/14/09 = $2,142,389 86

2 Training Center, 127 West Avenue North, LaCrosse WI

- Lease rejection damages – Lease rejected 4/30/03 — $ 50,000 00[2]
  Monthly fixed rent = $4,166 67
  Base rent 4/30/03 – 9/30/04 = $70,833 39
  Cap (1 year) $50,000 00

- Breach of contract/lease damages - repairs — $ 19,981 90

- Real estate taxes were not paid from April 1, 2003 to April 30, 2003 — $ 464 62

3 Hopkins, MN Warehouse & Land, 8098 Excelsior Blvd., Hopkins MN

- Breach of contract/lease damages - repairs — $ 2,323,455 41

- Lease rejection damages – Lease rejected 10/31/03 [4] — $ 450,000 00[2]
  Monthly fixed rent – Warehouse – $28,944 67
  Monthly fixed rent – Land – $1,055 33
  Base rent - Warehouse 11/1/03 – 3/31/05 = $434,170 05
  Base rent – Land 11/1/03 – 3/31/05 = $15,829 95
  Total base rent $450,000 00

4. Caledonia, MN Store, 510 Vista Drive, Caledonia MN

• Real estate taxes due on October 15, 2002, were paid late and a penalty has been assessed from October 15, 2002 to March 5, 2003	$ 816 80
• Real estate taxes due on October 15, 2003, were paid late and a penalty has been assessed from October 15, 2003 to October 26, 2003	$ 47 39
• Lease rejection damages[1] Monthly fixed rent = $4,683 17 Base rent 4/1/03 – 8/31/07 - $248,208 01 Percentage rent = 1 5% of gross sales in excess of $3,735,648 40 per year, payable annually	$ 248,208 01[2] [3]
• Percentage Rent for September 1, 2002 to August 31, 2003, which was due on or before September 15, 2003, has not been paid and accrues interest at a rate of $16 24 per day until paid (based on gross sales reported from Quillin's to Fleming)	$ 32,923 81
• Breach of contract/lease damages – repairs	$ 164,173 00

5 Spring Valley, MN Store, 1020 Industrial Blvd , Spring Valley MN

• Lease rejection damages[1] Monthly fixed rent = $7,082 08 Base rent 4/1/03 – 5/31/07 - $354,104 00 Percentage rent = 1 5% of gross sales in excess of $5,200,000 00 per year, payable annually	$ 354,104 00[2] [3]
• Real estate taxes due on October 15, 2003, were paid late and a penalty has been assessed from October 15, 2003 to October 26, 2003	$ 48 48
• Breach of contract/lease damages – repairs	$ 100,894 00

6 Ontonagon, MI Store, 200 Tin Street, Ontonagon MI

- Lease rejection damages[1] $ 334,085 96[2] [3]
  Monthly fixed rent = $6,268 51
  Base rent 4/1/03 – 9/9/07 = $334,085 96
  Percentage rent = 1 5% of gross sales in excess of
  $1,607,314 60 per year, payable annually

- Breach of contract/lease damages – repairs $ 100,043 00

7. Black River Falls, WI Store, 24 Fillmore Street, Black River Falls WI

- Lease rejection damages[1] $ 159,250 00[2]
  Monthly fixed rent = $12,250 00
  Base rent 4/1/03 – 4/30/04 - $159,250 00

- Breach of contract/lease damages – repairs $ 304,268 00

8 Wissinger, 25th Avenue Store, 25th Avenue & Ivyside Drive, Altoona PA

- Lease rejection damages[1] $ 607,766 33[2] [3]
  Monthly fixed rent = $7,846 17
  Base rent 4/1/03 – 9/14/09 - $607,766 33
  Percentage rent = 1 25% of gross sales in excess of
  $9,189,433 00 per year, payable annually

9 Wissinger, Bellemeade Store, 2032 East Pleasant Valley Blvd , Altoona PA

- Lease rejection damages[1] $1,516,807 67[2] [3]
  Monthly fixed rent = $19,581 75
  Base rent 4/1/03 – 9/14/09 - $1,516,807 67
  Percentage rent = 1 25% of gross sales in excess of
  $22,934,134 00 per year, payable annually

10 Wissinger, Blair Markets Store, 1264 Old Route 220 N , Duncansville PA

- Lease rejection damages[1] $ 758,330 02[2] [3]
  Monthly fixed rent = $9,789 94
  Base rent 4/1/03 – 9/14/09 - $758,330 02
  Percentage rent = 1 25% of gross sales in excess of
  $11,465,978 00 per year, payable annually

11. Wissinger, 31st Street Store, 31st Street & Oak Avenue, Altoona PA

- Breach of contract/lease damages – repairs $ 106,789 00

- Lease rejection damages[1] $ 761,214 92[2] [3]
  Monthly fixed rent = $9,827 16
  Base rent 4/1/03 – 9/14/09 - $761,214 92
  Percentage rent = 1 25% of gross sales in excess of
  $11,509,575 00 per year, payable annually

[1] Lease has not been rejected yet

[2] Reinhart reserves the right to amend its claim to add real estate taxes, common area maintenance charges, utilities charges, property insurance charges, interest charges, other than those amounts already listed, and other amounts properly payable by the Debtors, the amount of which is not currently known by Reinhart In addition, Reinhart is entitled under the agreements related to the above-referenced properties to recover all costs and expenses of enforcing and protecting its rights with respect to the above-referenced premises and the leases affecting such premises, including, without limitation, attorneys' fees

[3] Plus percentage rent

[4] In a Stipulation between Reinhart and the Debtors dated November 13-14, 2003 and entered and ordered by the Delaware Bankruptcy Court on November 21, 2003, Reinhart was expressly granted the right to amend its proof of claim to assert lease rejection damages due to the rejection of the Hopkins Warehouse Lease and the Hopkins Land Lease

*** Reinhart files this claim out an abundance of caution Reinhart reserves the right to modify or amend this proof of claim or the amounts listed herein, and reserves the right to modify or amend this proof of claim to set forth any additional amounts owed Reinhart reserves its right to submit an administrative claim and/or post-petition claim for any or all of its claims against the Debtors which may or may not be listed herein This claim is without prejudice to any rights that the claimant has to reimbursement, including without limitation, pursuant to sections 365 and 503 of chapter 11, title 11, United States Code Nothing herein shall be deemed a limitation or prohibition against Reinhart seeking priority status nor an admission that any amount claimed is limited to a general unsecured claim

THE BAYARD FIRM

ATTORNEYS

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WILMINGTON DE 19899
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WRITER S DIRECT ACCESS

(302) 429-4206
csimon@bayardfirm com

December 17, 2003

VIA FEDERAL EXPRESS

Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

In re Fleming Companies, Inc
Bankr D Del Case No 03-10945

Dear Sir or Madam

Enclosed please find an original amended proof of claim submitted on behalf of Reinhart Real Estate Group, Inc

Sincerely,

CPS

Christopher P Simon

Enclosures
cc Chris Lhulier, Esquire (with enclosure)
CPS/lmp

DATA SHEET

LESSOR:	Reinhart Real Estate Group, Inc. 100 First Bank Place P. O. Box 2228 La Crosse, WI 54602
TENANT:	Gateway Development Co., Inc. P. O. Box 1957 La Crosse, WI 54602-1957
TERM:	Twenty (20) years, commencing Sept 15, 1989 and expiring Sept 14, 2009, with two (2) options to extend for additional periods of five (5) years each.
FIXED ANNUAL RENTAL:	During the initial term, Three Hundred Thirty-one Thousand Eight Hundred Ninety-five Dollars ($331,895). Rental for each of the option periods will be the greater of the rent for the initial term and the then fair market rental value of the Leased Premises determined in accordance with section 3.
FIXED MONTHLY RENTAL.	Twenty-seven Thousand Six Hundred Fifty-seven and 92/100 Dollars ($27,657.92), payable in advance on the first day of each month during the initial term of this Lease and in equal monthly installments during the option periods.
LEASED PREMISES	1201 West Larpenteur Avenue, Roseville, Minnesota, legally described on Exhibit A.

1. Lease of Leased Premises. Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises") Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2 Term. (a) The initial term of this Lease shall be as set forth on the Data Sheet.

(b) Provided Tenant is not in default under any of the terms of this Lease, upon the expiration of the initial term, Tenant shall have the right and option to extend this Lease for two (2) terms of five (5) years each, consecutively, by giving Lessor six months' advance written notice before the end of the then-current term At least three months prior to the date by which Tenant must exercise its option to extend, the parties shall determine the rent for the applicable option period as provided in section 3(b). Such extensions shall be on the same terms and conditions as set forth herein except as provided in section 3

3 Rental Payments; Adjustment (a) The Tenant agrees to pay the rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Fixed Annual Rental during each of the extended periods of the term of this Lease shall be the greater of the Fixed Annual Rental during the initial term and the then fair market rental value of the Leased Premises determined at the commencement of each extended period. If Lessor and Tenant cannot agree on the fair market rental value of the Leased Premises, each party will designate an appraiser. Such appraisers shall then designate a third appraiser who shall determine the fair market rental value of the Leased Premises.

4. Compliance With Law (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

5 Use Tenant may use the Leased Premises for any lawful purpose

6 Taxes and Assessments (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes") Taxes due and payable during a partial lease year shall be prorated and paid accordingly.

(b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; or (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by Lessor.

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7. Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by

accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

8. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, including the parking areas, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage. In the event Lessor reasonably deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

10. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.

11. Additions, Changes, Alterations and Demolition. Tenant may construct improvements upon the Leased Premises or make additions to or alterations in and upon the Leased Premises, without the written consent of Lessor provided no such improvements or additions shall impair the structure of the Leased Premises or diminish the value of the Leased Premises. Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar

installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof.

12. Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures"). Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized. Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property.

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder.

13. Entry for Inspection. Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not unreasonably interfere with the business of Tenant Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

14. Warranty of Quiet Possession. Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease. Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof.

15. Damage by Fire or Other Casualty. (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be promptly repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair.

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above.

16. Assignment and Subletting. Tenant may assign this Lease or sublet or license the use of any portion of the Leased Premises Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment,

subleasing or licensing shall release Tenant from any of its obligations hereunder

17. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration

18. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant·

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant;

(2) The making by Tenant of an assignment for the benefit of its creditors,

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days;

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant;

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings; and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises; or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above·

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account.

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it snall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do,

at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

19. Abandonment of Tenant's Property. If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

20. Enforcement Costs. Tenant shall pay all costs, reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease.

21. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

22. Surrender at Termination. At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant.

23. Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental.

24. Subordination; Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease. Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

25. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month.

26. Notices Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

27. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease.

28. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

29. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

30. No Partnership. This Lease does not create a joint venture or partnership relationship between the parties hereto.

31. Authority. Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32. Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements. The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein.

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease.

36. Indemnification. Except as caused by the willful misconduct of Lessor, Tenant hereby indemnifies and holds Lessor harmless from and against any and all losses, damages, deficiencies, costs and expenses (including, without limitation, interest, court costs, and reasonable fees of attorneys and other experts) arising out of, incurred or sustained by Lessor with regard to or in connection with any condition of the Leased Premises, any event relating to the Leased Premises and any problems that arise with respect to the Leased Premises, including, without limitation, structural defects and environmental claims, whether arising or occurring before, on or after the date of this Lease. Notwithstanding the foregoing, it is agreed that any indemnity payment made by Seller to the Buying Group under that certain Stock Purchase Agreement among Scrivner Food Holdings, Inc., Scrivner, Inc. and Food Holdings, Inc. and D. B. Reinhart dated August 18, 1989 (the "Stock Purchase Agreement") shall not be considered a problem that arises with respect to the

Leased Premises for purposes of this section. The terms "Seller" and "Buying Group" shall have the same meaning as in the Stock Purchase Agreement. This indemnification shall survive the termination of this Lease. By this indemnification, Buying Group shall not be deemed to have waived its rights, if any, against Seller under the Stock Purchase Agreement.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR:

REINHART REAL ESTATE GROUP, INC.

By: _____

Attest: _____

TENANT:

GATEWAY DEVELOPMENT CO., INC.

By: _____

Attest: _____

EXHIBIT A

Legal Description of the Property

Lots one (1) through six (6), Block one (1); Lots one (1) through twelve (12), Block two (2), and Lots one (1) through eight (8), Block three (3), Krannak, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Ramsey County, Minnesota, together with those parts of vacated "Ione Street" and "Crawford Street," that accrued to said lots by reason of the vacation thereof; together with that part of vacated "Dunlap Street" as dedicated on the plat of Krannak lying North of the North right-of-way line of "Larpenteur Avenue" and South of the South right-of-way line of "Dionne Street" as extended, that accrued to said Lots one (1) and twelve (12), Block two (2) and Lots one (1) and eight (8), Block three (3), by reason of the vacation thereof. Excepting the following The South twenty-five (S. 25) feet of the North Thirty-nine (N 39) feet of the West twenty-five (W 25) feet of said Lot four (4), Block three (3), in Krannak, situated in Ramsey County, Minnesota

REINHART COMPANIES

201 MAIN STREET SUITE 800
POST OFFICE BOX 2228
LA CROSSE, WI 54602-2228
PHONE 608 782-4999
FAX 608 782 5799

June 10, 2003

Fleming Companies, Inc
Manager, Real Estate Administration
c/o The Staubach Company–Lease ID MN-227
1945 Lakepoint Drive
Lewisville, TX 75057

To Whom It May Concern

We received the real estate tax installment on the Roseville, MN store on Monday, June 9, 2003 Since this real estate tax payment was due on May 15, 2003, we have calculated interest due as follows

Interest is due for the period May 15, 2003 through June 8, 2003 (25 days)

Rate is 1 5% per month or 18% annual

Amount of real estate taxes due was $88,924 00

Calculation $88,924 00 x 18% / 365 days x 25 days = $1,096 32

Please issue a check payable to "Reinhart Real Estate Group, Inc " in the amount of $1,096 32 and mail to my attention at the above address Thank you for your cooperation.

If you have any questions, please feel free to contact me

Sincerely,

Linda Rauterkus

Linda Rauterkus
Accountant

Ramsey County
Property Records and Revenue

2003 Property Tax Statement
2003 Value Notice Information

50 West Kellogg Blvd • Saint Paul MN 55102 • Phone 651 266 2000 • Web www co ramsey mn.us • Email PropertyTaxInfo@co ramsey mn.us

REINHART REAL ESTATE GROUP INC
100 FIRST BANK PL P
LACROSSE WI 54602-2228

Roseville parcel #1

PIN/Property Address/Abbreviated Tax Description

R 15 29 23 44 0066 7931
1201 LARPENTEUR AVE W
KRANNAK
SUBJ TO AVE AND EXMTS THE
3

This statement contains your **2003 Property Tax Statement** (including a breakdown of how your tax was computed) and contains your **2003 Value Notice Information** which is the estimated market value of this property and the basis used for determining your property taxes payable in 2004 Prior year comparisons are shown for your convenience **If you do not believe you could sell your property for the Estimated Market Value shown (line 17), you may appeal this proposed value by attending the Open Book meeting indicated below** For tips on how to prepare for this meeting and other important appeal information see the back of this statement

2003 Property Tax Statement		For taxes payable in 2002	For taxes payable in 2003
1	Use this amount on Form M1PR to see if you're eligible for a property tax refund File by August 15 **If box is checked, you owe delinquent taxes and are not eligible** ☐		$ 00
2	Use this amount for the special property tax refund on schedule 1 of Form M1PR	$ 00	
Your property tax and how it is reduced by the State of Minnesota			
3	Your property tax before reduction by state paid aids and credits	200 273 86	272 961 57
4	Aid paid by the State of Minnesota to reduce your property tax	81,213 98	106,425 68
5	Homestead and Agricultural credits paid by the State of Minnesota to reduce your property tax	00	00
6	Your property tax after reduction by state-paid aids and credits	119,059 88	166 535 89
Where your property tax dollars go			
7	Ramsey County	24 817 39	35,364 60
8	City or Town – ROSEVILLE	13,184 24	16 667 40
9	State General Tax	37,511 62	51,860 77
10	School District		
	a Voter approved levies	8 618 74	14 455 55
	b Other local levies	1,711 35	3,675 01
11	Special taxing districts		
	a Metropolitan special taxing districts	1 627 97	2,554 45
	b Other special taxing districts	403 41	1 452 10
	c Tax increment		
	d Fiscal disparity	31,185 16	40 506 01
12	Non-school voter approved referenda levies	00	00
13	Total property tax before special assessments	119,059 88	166,535 89
14	Special assessments/service charges added to this property tax statement for taxes payable in 2003	10 568 12	4,200 11
	a REG ASMT 79005944 4,200 11		
	b		
	c		
	d		
	e		
	Contamination Tax		
15	**Total Property Tax and Special Assessments**	$ 129 628 00	$ 170,736 00

2003 Value Notice Information				
16	Assessment Date / Tax payable year	January 2 2001 / payable 2002	January 2 2002 / payable 2003	January 2 2003 / payable 2004
17	**Estimated Market Value**	$ 3,275 000	$ 4,800,000	$ 4 800,000
18	Limited Market Value			
19	Value of New Improvements			
20	Green Acres Value			
21	Plat Deferment			
22	This Old House Exclusion			
23	**Taxable Market Value**	3 275 000	4 800 000	4,800,000
24	Property Classification	COMM PREF	COMM PREF	COMM PREF

Open Book/Preliminary Market Value Review meeting

Roseville Skating Center
April 9 - April 10, 2003
11 00am to 7 00pm
2661 Civic Center Drive
NW Corner Lexington/CoRdC
Roseville MN

If this property is homestead and at least 45-years old improvements made to the property may be eligible for a valuation exclusion (M S 273 11 S 16)

Please read the back of this statement for Important Appeal Information and Definitions

79541 02/26/2003

Ramsey County
Property Records and Revenue

2003 Property Tax Statement
2003 Value Notice Information

50 West Kellogg Blvd • Saint Paul, MN 55102 • Phone 651 266 2000 • Web www co ramsey mn us • Email PropertyTaxInfo@co ramsey mn.us

REINHART REAL ESTATE GROUP INC
100 FIRST BANK PL P
LACROSSE WI 54602-2228

Roseville parcel #2

PIN/Property Address/Abbreviated Tax Description

R 15 29 23 44 0065 7931
1215 LARPENTEUR AVE W
KRANNAK
SUBJ TO AVE & ESMTS THE
OF LOT 4 BLK 3

This statement contains your **2003 Property Tax Statement** (including a breakdown of how your tax was computed) and contains your **2003 Value Notice Information** which is the estimated market value of this property and the basis used for determining your property taxes payable in 2004 Prior year comparisons are shown for your convenience **If you do not believe you could sell your property for the Estimated Market Value shown (line 17), you may appeal this proposed value by attending the Open Book meeting indicated below** For tips on how to prepare for this meeting and other important appeal information see the back of this statement

2003 Property Tax Statement		For taxes payable in 2002	For taxes payable in 2003
1	Use this amount on Form M1PR to see if you re eligible for a property tax refund File by August 15 **If box is checked, you owe delinquent taxes and are not eligible** ☐		$ 00
2	Use this amount for the special property tax refund on schedule 1 of Form M1PR	$ 00	
Your property tax and how it is reduced by the State of Minnesota			
3	Your property tax before reduction by state-paid aids and credits	7,611 60	9 353 86
4	Aid paid by the State of Minnesota to reduce your property tax	3 060 42	3,617 91
5	Homestead and Agricultural credits paid by the State of Minnesota to reduce your property tax	00	00
6	Your property tax after reducton by state-paid aids and credits	4 551 18	5,735 95
Where your property tax dollars go			
7	Ramsey County	935 71	1,201 71
8	City or Town – ROSEVILLE	496 80	566 66
9	State General Tax	1 413 57	1 762 99
10	School District		
	a Voter approved levies	388 78	566 74
	b Other local levies	64 48	124 95
11	Special taxing districts		
	a Metropolitan special taxing districts	61 35	86 84
	b Other special taxing districts	15 20	49 37
	c Tax increment		
	d Fiscal disparity	1 175 29	1,376 69
12	Non-school voter approved referenda levies	00	00
13	Total property tax before special assessments	4,551 18	5,735 95
14	Special assessments/service charges added to this property tax statement for taxes payable in 2003	2,182 82	1,376 05
	a REG ASMT 79005944 114 30		
	b REG ASMT 79010001 1,261 75		
	c		
	d		
	e		
	Contamination Tax		
15	**Total Property Tax and Special Assessments**	$ 6,734 00	$ 7,112 00

2003 Value Notice Information		January 2 2001 / payable 2002	January 2 2002 / payable 2003	January 2 2003 / payable 2004
16	Assessment Date / Tax payable year			
17	**Estimated Market Value**	$ 159,500	$ 199,400	$ 227,000
18	Limited Market Value			
19	Value of New Improvements			
20	Green Acres Value			
21	Plat Deferment			
22	This Old House Exclusion			
23	**Taxable Market Value**	159,500	199,400	227,000
24	Property Classification	COMM NON-PREF	COMM NON-PREF	COMM NON-PREF

Open Book/Preliminary Market Value Review meeting

Roseville Skating Center
April 9 - April 10, 2003
11 00am to 7 00pm
2661 Civic Center Drive
NW Corner Lexington/CoRdC
Roseville MN

If this property is homestead and at least 45-years old improvements made to the property may be eligible for a valuation exclusion (M S 273 11 S 16)

Please read the back of this statement for Important Appeal Information and Definitions

79540 02/26/2003

LEASE SUMMARY

LOCATION	127 West Avenue North La Crosse, Wisconsin (Training Center)
LESSOR	D B Reinhart
TENANT	Gateway Foods, Inc
DATE·	October 1, 1984
TERM.	20 years, commencing October 1, 1984 and expiring September 30, 2004
OPTIONS TO RENEW	None
FIXED ANNUAL RENTAL	10/1/84-9/30/89 - $30,000, payable in monthly installments of $2,500, 10/1/89-9/30/94 - $36,000, payable in monthly installments of $3,000; 10/1/94-9/30/99 - $44,000, payable in monthly installments of $3,666 67, 10/1/99-9/30/04 - $50,000, payable in monthly installments of $4,166 67
REAL ESTATE TAXES	Tenant is responsible
UTILITIES	Tenant is responsible.
REPAIRS	Tenant is responsible for both structural and non-structural repairs.
INSURANCE	Tenant maintains liability insurance with limits of at least $500,000/$1,000,000/ $100,000 Tenant also maintains, at its expense, fire and casualty insurance
ASSIGNMENT AND SUBLETTING	Tenant may not assign or sublet without the prior written consent of Lessor. There is no requirement that Lessor's consent not be unreasonably withheld

MDZ ma/15 [127]

LEASE

dated as of October 1, 1984

between

D. B. REINHART, as Lessor

and

GATEWAY FOODS, INC., as Lessee

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LEASED PREMISES AND TERMS

LESSOR: D. B. REINHART
2425 Main Street
La Crosse, Wisconsin 54601

LESSEE: GATEWAY FOODS, INC.
P.O. Box 1957
La Crosse, Wisconsin 54602-1957

TERM: Twenty (20) years commencing on October 1, 1984 and terminating on September 30, 2004.

FIXED ANNUAL RENTAL:

During the period October 1, 1984 through September 30, 1989, Thirty Thousand Dollars ($30,000) per year.

During the period October 1, 1989 through September 30, 1994, Thirty-six Thousand Dollars ($36,000) per year.

During the period October 1, 1994 through September 30, 1999, Forty-four Thousand Dollars ($44,000) per year.

During the period October 1, 1999 through September 30, 2004, Fifty Thousand Dollars ($50,000) per year.

In addition to the foregoing, Lessee shall pay Lessor on October 1, 1984 the sum of Fifteen Thousand Dollars ($15,000) as additional rental.

FIXED MONTHLY RENTAL:

During the period October 1, 1984 through September 30, 1989, Two Thousand Five Hundred Dollars ($2,500), payable in advance on the first day of each month during such term

During the period October 1, 1989 through September 30, 1994, Three Thousand Dollars ($3,000), payable in advance on the first day of each month during such term.

During the period October 1, 1994 through September 30, 1999, Three Thousand Six Hundred Sixty-six and 67/100 Dollars ($3,666.67), payable in advance on the first day of each month during such term.

During the period October 1, 1999 through September 30, 2004, Four Thousand One Hundred Sixty-six and 67/100 Dollars ($4,166.67), payable in advance on the first day of each month during such term.

LEASED PREMISES: See attached Exhibit A

1. Lease of Leased Premises. The Lessor does hereby lease to the Lessee the Leased Premises for the term and at the rental set forth above upon the following provisions, each of which shall be both covenants and conditions, and the Lessor and the Lessee covenant and agree to abide by and perform each and every provision hereof.

2. Rental Payments. The Lessee agrees to pay the foregoing rental in the manner above prescribed, without offset or deduction, all payments to be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

3. Compliance With Law The Lessee shall obey, observe and promptly comply with all rules, regulations, ordinances and laws which shall be applicable to the Leased Premises (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements

4. Taxes and Assessments. (a) The Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, including all services to the Leased Premises which may be taxed, charged, assessed, levied or imposed at any time, or from time to time, during the term of this Lease, upon or against this Lease, the Leased Premises, or the occupancy, use or possession thereof, or any estate, right, title or interest of the Lessor and of the Lessee, or of either of them, in or to the Leased Premises, fractional years, if any, to be prorated accordingly.

(b) Nothing herein contained shall be construed to require the Lessee to pay any transfer, estate, inheritance, succession or gift tax or taxes imposed in respect of any devise or gift of any interest of the Lessor or its successors or assigns in the Leased Premises, nor any income tax imposed in respect to the Lessor's income from such premises, except as stated in subparagraph (c) hereof.

(c) If any income tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for a property tax upon the Leased Premises, the Lessee and not the Lessor shall pay the same, but in no event shall the Lessee be obligated to pay for any year any greater amount by way of such substituted income tax than would have been payable by the Lessor by way of such substituted income tax had the rental upon which such tax was imposed been the sole taxable income of the Lessor for the year in question.

(d) Except as permitted by subparagraph (e) hereof, the taxes, assessments and other impositions above provided to be paid by the Lessee shall be paid, before any delinquency occurs therein or in any part or installment thereof, in the name of the owner of the fee, and certificates of payment shall be delivered promptly to the Lessor.

(e) The Lessee shall have the right to contest the legality or validity of any of the taxes, assessments or other impositions herein provided to be paid by it, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such taxes, assessments or other impositions unless the Lessee, at its option, (i) shall pay the amount involved under protest; (ii) shall procure and maintain a stay of

all proceedings to enforce any collection of such taxes, assessments or other impositions, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (iii) shall deposit with the Lessor, as security for the performance by the Lessee of its obligations hereunder with respect to such taxes, assessments or other impositions, such reasonable security as may be demanded by the Lessor to ensure payment of such contested taxes, assessments or other impositions and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by the Lessee, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by the Lessee, whereupon the Lessor shall return to the Lessee all amounts, if any, deposited by the Lessee in accordance with the provisions hereof.

(f) The land, buildings and improvements covered and affected by this Lease shall always be assessed for the purpose of taxation in the name of the owner of the fee if permitted under the laws or regulations relating thereto. Should the Lessee fail, within the time provided above, to pay any of the taxes or assessments provided to be paid by the Lessee, including all penalties, fines, interest, costs and expenses, or should the Lessee attempt any such contest without complying with the conditions of subparagraph (e) hereof, the Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, the Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and the Lessee shall repay to the Lessor the full amount so paid by the Lessor, including any costs, expenses and reasonable attorneys' fees incurred by the Lessor, on or before the first day of the next ensuing calendar month, together with the interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by the Lessor. In any such event, the legality and validity of any such payment by the Lessor, and the regularity of all proceedings had in respect thereof or toward the enforcement thereof, shall be conclusively deemed to exist, for the purpose of this paragraph.

(g) As between the parties hereto, the Lessee alone shall have the duty of attending to the making and filing of any statement or report which may be provided or required by law as a basis of or in connection with the determination, equalization, reduction, payment or abatement of each obligation which is to be borne or paid by the Lessee in accordance with this paragraph. The Lessor shall not be or become responsible therefor, nor for the contents of any such statement or report. The Lessor shall not be obligated to make, join in or be a party to any protest or objection to any law, order, proceeding or determination, but shall cooperate with the Lessee to the extent required by law, provided the same can be done without any cost, expense or liability to the Lessor.

(h) The Lessor shall promptly deliver to the Lessee any and all tax notices or assessments which it may receive relating to the Leased Premises.

5. Utility Charges. The Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges of whatsoever kind or nature, all sewage charges, and all other expenses assessed, levied or asserted against the Leased Premises.

6. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, the Lessee, at its sole expense, shall maintain, replace and keep in good order and repair, and in a safe and sanitary condition, the entire Leased Premises, both exterior and interior and all improvements from time to time located thereon, and all the appurtenances thereof, and all sidewalks, driveways and passageways on, adjacent or appurtenant thereto (to the extent the same are subject to the Lessee's control), including the cost of structural and roof repairs and exterior painting.

7. Indemnification by Lessee. Lessee agrees to protect and save the Lessor harmless and indemnified against and from any penalty, damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save the Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Lessor arising out of any failure of the Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of the Lessee, its agents, employees and invitees, occurring on the Leased Premises or on the adjoining sidewalks, streets, alleys or ways, in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvements now or hereafter located thereon by the Lessee or any person holding under the Lessee, or any easements appurtenant thereto or to which such Leased Premises may be subject. The Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $500,000.00 for bodily injury to one person, $1,000,000.00 for bodily injury to any group of persons as the result of any one accident, and $100,000.00 for property damage. In the event the Lessor reasonably anticipates that such coverage is inadequate, the Lessee shall, upon the written request of the Lessor, increase such insurance to amounts reasonably requested by the Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to the Lessor.

8. Fire Insurance. The Lessee shall at its sole expense keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire (with extended coverage) in an amount equal to the full replacement value thereof, and against loss by boiler explosion, if applicable, in an amount deemed adequate by the Lessor, naming Lessor as an additional insured as its interest may appear. The Lessee shall furnish to the Lessor certificates or other evidence indicating that such insurance is in effect. Appropriate provisions for waiver of all rights of subrogation against the Lessor shall be included in such policies.

9. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all taxes, utility services, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Lessee.

10. Additions, Changes, Alterations and Demolition. Except as specifically required hereunder, the Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon the Leased Premises, or make additions to, or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. In any event, Lessor may withhold his consent if the value of the Leased Premises will be diminished by any such addition, change, alteration or demolition. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. The Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work upon the Leased Premises, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 11 hereof.

11. Trade Fixtures. (a) The Lessee may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises. The Lessee agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or the Lessor by reason of the installation herein authorized. The Lessee agrees to hold the Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) The aforesaid fixtures, equipment and appliances may be affixed to the Leased Premises and the Lessee may remove the same at will, and shall remove the same at the termination of this Lease if so requested by the Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at the sole cost and expense of the Lessee. Any fixtures, equipment or appliances referred to herein not removed as herein permitted or required shall, at the option of the Lessor, be deemed abandoned by the Lessee, to be disposed of by the Lessor as its sole property. The provisions of this subparagraph shall not apply if this Lease is terminated by or upon acquisition of the Leased Premises by the Lessee.

(c) If at any time hereafter the Lessee is in default under any of the conditions and provisions of this Lease, the Lessor shall at its option have a lien consonant with and comparable to a lien under the Wisconsin Commercial Code on such fixtures, equipment and appliances, and the Lessee shall not sell, encumber or remove said fixtures, equipment or appliances until the default shall have been determined, resolved or satisfied.

12. Entry for Inspection. The Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers, said

inspection, however, shall not unreasonably interfere with the business of the Lessee. The Lessee shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

13. Warranty of Quiet Possession. The Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold and enjoy the Leased Premises during the term hereof.

14. Damage by Fire or Other Casualty. (a) In the event the Leased Premises (or any improvements now or hereafter located thereon) are damaged by fire or other casualty the same shall be repaired as quickly as is practicable by and at the expense of the Lessee. Rental and other sums due hereunder shall not abate during the period of repair. Insurance proceeds shall be placed in escrow with an escrow agent mutually acceptable to Lessor and Lessee and shall be disbursed from escrow as construction progresses.

(b) In the event of such damage, the Lessee shall undertake to repair the Leased Premises, and shall pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods, but the Lessee shall not be liable for any delays or interruptions as may be occasioned by strikes, casualties, inability to obtain critical materials, governmental regulations, or by any other causes or events beyond the control of the Lessee.

15. Assignment and Subletting. The Lessee shall not assign this Lease nor sublet any portion of the Leased Premises without the prior written consent of the Lessor. No assignment or subleasing shall release the Lessee from any of its obligations hereunder.

16. Eminent Domain (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to the Lessor and the Lessee shall have no interest therein.

(b) If less than all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, the Lessee shall have the right to terminate this Lease if the premises remaining are such that their continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by the Lessee within ten (10) days after the date of the taking of possession by the condemnor. In any event, the entire compensation award shall belong to the Lessor and the Lessee shall have no interest therein. If this Lease is not terminated, the Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking, but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration

17. Remedies. (a) Lessor may terminate this Lease on ten (10) days' written notice to Lessee upon the happening of any one or more of the following events: (i) the making by Lessee of an assignment for the benefit of its creditors; (ii) the operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by any one other than the Lessee; (iii) the levying of a writ of execution or attachment on or against the property of Lessee; (iv) the taking of any action for the voluntary dissolution of Lessee or of its consolidation with or merger into another corporation; (v) the doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part; (vi) the failure of Lessee to pay an installment of rent when due; (vii) if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Lessee, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within thirty (30) days after the institution of said proceedings; and (viii) the failure of Lessee to perform any other of its covenants under this Lease for thirty (30) days.

(b) Upon the termination of this Lease, by reason of the foregoing, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom, and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease.

(c) In the event of any breach by Lessee of any of the provisions of this Lease, Lessor may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceedings to enforce Lessor's rights hereunder, the cost thereof shall be paid by Lessee to Lessor upon demand.

(d) Lessee will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) No receipt of money by Lessor from Lessee after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

(f) Upon expulsion of the Lessee from the Leased Premises by the Lessor for default by the Lessee in the performance of any covenant, condition or provision hereof, the Lessor may, at its option, lease the premises and apply the money derived therefrom to the rent due or to become due hereunder, and the Lessee shall remain liable for and agrees to pay any deficiency. Lessor shall be entitled to have and recover from Lessee the monthly rent if the premises are not leased to another or the deficiency resulting from any lease to another.

(g) All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other

right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date. Any action taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether by legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

18. Abandonment of Lessee's Property. If the Lessee fails to remove any property belonging to it within ten (10) days after the termination of this Lease (whether by lapse of time or otherwise), the same shall be deemed abandoned by the Lessee and shall, at Lessor's option, become the property of the Lessor, or may be removed from the Leased Premises by Lessor at the expense of Lessee.

19. Enforcement Costs. The Lessee shall pay all reasonable costs, attorneys' fees and expenses that may be incurred by the Lessor in enforcing the provisions of this Lease.

20. Holding Over by Lessee. If the Lessee holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease, such holding over or continued possession or occupancy, if rent is paid by the Lessee and accepted by the Lessor for or during any period of time it so holds over or remains in possession or occupancy, shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either the Lessor or the Lessee giving to the other thirty (30) days' written notice.

21. Surrender at Termination. At the termination of this Lease, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

22. Payments to be Additional Rental. All payments to be made by the Lessee hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, the Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental. At the Lessor's option, monthly payment shall be made to the Lessor to cover taxes and insurance premiums in the amount determined from time to time by Lessor as required to accumulate an amount sufficient to discharge the payment of such taxes and insurance premiums when due, any deficiency to be paid upon demand by Lessee to Lessor and any surplus to be applied by Lessor upon subsequent monthly payments to be due hereunder.

23. Subordination. (a) At the Lessor's option, this Lease shall be and is subordinated to any existing mortgages covering said Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of the Lessor's interest as long as the Lessee shall not be in default under any of the terms of this Lease. The Lessee

shall execute whatever instruments may be required to effect such subordination.

(b) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to the Lessee thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

24. Interest. All rent and other payments to be made hereunder by Lessee to Lessor shall bear interest to be paid by the Lessee from and after the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month

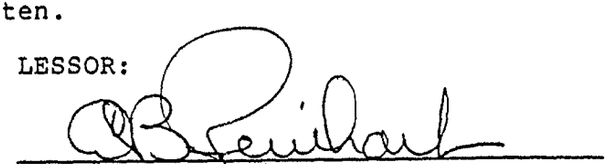
25. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth above. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

26. General. No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Lessee. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of Wisconsin shall govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. Time is of the essence as to all provisions of this Lease.

27. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR:



D. B. Reinhart

LESSEE:

GATEWAY FOODS, INC.

By: _____
D. B. Reinhart, Chairman

Attest _____
Gerald E Connolly, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 1st day of October, 1984, by D. B. Reinhart.

_____
Constance R. Meunier
Notary Public, La Crosse County, Wisconsin.
My Commission expires 1/10/88.

[NOTARIAL SEAL]

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 1st day of October, 1984, by D B Reinhart, Chairman, ~~President~~, and Gerald E Connolly, Secretary, of Gateway Foods, Inc., a Wisconsin corporation, on behalf of the corporation.

_____
Constance R Meunier
Notary Public, La Crosse County, Wisconsin.
My Commission expires 1/10/88.

[NOTARIAL SEAL]

WEST AVENUE

PARCEL A That part of Lots 5 and 6 of Subdivision of Block 19, Metzger and Funk's Addition to the City of La Crosse, La Crosse County, Wisconsin described as follows Commencing at the Northwest corner of Lot 6 in said Block 19, thence East along the North line thereof and along the South line of State Street 40 67 feet to the point of beginning of this description Thence continuing East along the South line of State Street 26.87 feet to a point 30 7/8 feet West of the Northeast corner of said Lot 5, thence South parallel with the East line of said Lot 5 a distance of 78 feet; thence West parallel with the South line of State Street 26.84 feet to the East wall of an existing building, thence North along said East wall 78 feet to the point of beginning Except the West .75 feet of the South 1 3 feet of the above described parcel

PARCEL B· Part of Lots 5 and 6 of Subdivision of Block 19 of Metzger and Funk's Addition to the City of La Crosse, La Crosse County, Wisconsin, described as follows· Commencing at the Northwest corner of said Lot 6, thence East along the North line thereof and along the South line of State Street 40 67 feet, thence South 76 7 feet; thence East 9 inches; thence South 1 3 feet, thence East parallel with the South line of State Street 26 84 feet to a point 30 7/8 feet West of the East line of said Lot 5, thence South parallel with the

East line of said Lot 5 to the South line thereof, thence West along the South line of said Lots 5 and 6 to the Southwest corner of said Lot 6; thence North along the West line of said Lot 6 to the point of beginning

Also described as Lots 5 and 6, EXCEPT the East 30 7/8 feet of said Lot 5 of Subdivision of Block Number 19, Metzger and Funk's Addition to the City of La Crosse, La Crosse County, Wisconsin.

EXHIBIT A

STATE OF WISCONSIN
CITY OF LA CROSSE
LA CROSSE COUNTY

REAL ESTATE PROPERTY TAX BILL FOR 2002

BILL NO. 05928

TAX ACCOUNT NUMBER 17-20227-070

JURISDICTION CODE 5863

IMPORTANT Correspondence should refer to tax account number See enclosed form for important information
Be sure this description covers your property This description is for tax bill only and may not be a full legal description

MAILING NAME AND ADDRESS

2-12918

REINHART REAL ESTATE GRO
PO BOX 2228
LA CROSSE WI 54602

32-16N-07
Vol /Page 882/72
1202 STATE ST
METZGER & FUNK SUBD
AS FLWS COM NW COR LOT 6 AS
POB TH E ALG N/L LOTS 6 & 5
LOT 5 TH W 66.35 FT TO SW
3/25 03 11:11AM PAID 1,413 22

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave Assmt. Ratio	Net Assessed Value Rate (Does NOT reflect Lottery Credit)
41,700	150,600	192,300	0 8995	0.029396122
Est. Fair Mkt Land	**Est Fair Mkt Improvements**	**Total Est Fair Mkt**	☐ A STAR IN THIS BOX MEANS PRIOR YEAR TAXES. CONTACT COUNTY TREASURER	School taxes reduced by school levy tax credit 359 65
46,400	167,400	213,800		

Taxing Jurisdiction	2001 Est State Aids Allocated Tax Dist	2002 Est State Aids Allocated Tax Dist	2001 Net Tax	% Tax Change	01 vs 02 **2002 Net Tax**
State of Wisconsin			40.58	5.3	42.75
La Crosse County	2,870,846	2,898,660	775.62	3.4	802.56
Local Municipality	16,289,551	14,631,855	2,248.80	4.5	2,345.42
La Crosse School	30,706,539	32,970,526	2,100.36	-7.5	1,944 36
LCRD #200 WWTC	1,878,797	2,564,104	489.90	5.7	517.78
Total	50,755,481	53,065,745	5,649.86	0.1	5,652.87
	Lottery & Gaming Credit		0.00	0.0	0.00
	Net Property Tax		5,649.86	0.1	5,652.87

☐ CHECK FOR BILLING ADDRESS CHANGE.

Make Check Payable to

TREASURER LOCAL

LA CROSSE CITY TREASURER

CITY OF LA CROSSE
400 LA CROSSE ST
LA CROSSE WI 54601

OTHER

TOTAL of Net Tax & Other 5,652.87

BILL NO. 05928

TAX ACCOUNT NUMBER 17-20227-070

TOTAL DUE FOR FULL PAYMENT

PAY BY JANUARY 31, 2003 5,652.87

Warning
If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and if applicable, penalty. (See Enclosed)

Use Name & Address Below for Return to Taxpayer
MAILING NAME AND ADDRESS

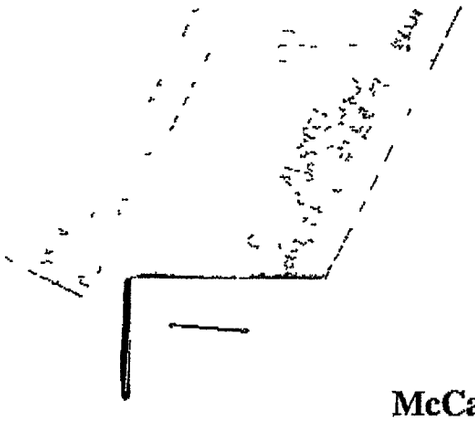
REINHART REAL ESTATE GRO
PO BOX 2228
LA CROSSE WI 54602

OR:

PAY TO CITY TREAS. THE FOUR MINIMUM PAYMENTS SHOWN BELOW BY DUE DATES LISTED TO AVOID INTEREST & PENALTY

DUE DATES	AMOUNT
01/31/03	1,413.21
03/31/03	1,413 22
05/31/03	1,413 22
07/31/03	1,413 22

Please enclose a copy of bill with your payment.
dated copy will be returned to you.



STATEMENT

No 2204

McCabe Roofing, Inc.

FULLY INSURED
COMMERCIAL, INDUSTRIAL RESIDENTIAL
ALL TYPES OF ROOFING, INSULATING & SHEET METAL

BOX 223 - 108 FREEMONT
HOKAH MN 55941
(507) 894-4268

7-9-03

ATTN MR DAVE RING
REINHART REALESTATE GROUP
201 MAIN ST SUITE 800
LACROSSE WI 54601

	Balance
Reference P.O Verbal,Mr. Dave Ring.	
The roof work on the Training Center 1202 State St. has been completed as ordered & discussed with Mr Dave Ring 7-8-03. Work consisted of cleaning off debris,repairing existing roof & installing 4 new cast iron roof drains & strainers	
Total material	$ 725 00
Total labor,32 hrs.	1,280.00
Total material & labor	$2,005.00

VENDOR# 215 INV#

Thank you. A/C# 1400-73070 AMT $

A/C# AMT $

OK PAID JUL 24 2003
Dave Ring
7-10-03

A 1½% Service Charge will be added to All Past Due Balances

TIM SCHOLL PLUMBING
3031 S. 26TH STREET
PHONE: 788-0131
LA CROSSE, WI 54601

INVOICE

DATE	INVOICE #
7/30/2003	834

BILL TO

REINHART REAL ESTATE GROUP, INC.
201 MAIN STREET, SUITE 800
LA CROSSE, WI 54601
ATTN. DAVID RING

TERMS	PROJECT
NET 20	1202 STATE STREET

QTY	DESCRIPTION	RATE	AMOUNT
40	LABOR. INSTALL PIPING TO ROOF DRAINS	40.00	1,600.00
180	4" PVC PIPE PER FOOT	1.24	223.20
180	4" ARMOFLEX PER FOOT	2.00	360.00
	FITTINGS	250.00	250.00
	SUBTOTAL		2,433.20
	EXTRA FIXED FAUCETS		
0.5	LABOR.	45.00	22.50
4	AERATOR	2.13	8.52T
	SALES TAX	5.50%	0.47

VENDOR# 814 INV#_____
A/C# 1400-730-70 AMT. $_____
A/C#_____ AMT. $_____

OK
Dave King
7-31-03

x - Repair/Flooring file

IT'S BEEN A PLEASURE WORKING WITH YOU! PLEASE KEEP THIS INVOICE FOR YOUR FILES. THANK YOU!

TOTAL $2,464.69

TERMS: NET 30 DAYS ACCOUNTS OVER 30 DAYS WILL BE CHARGED A FINANCE CHARGE OF 1 1/2% PER MONTH FROM DUE DATE OF THE INVOICE.

MATHY CONSTRUCTION COMPANY
GENERAL CONTRACTORS
P O. BOX 189
ONALASKA, WI 54650
(608)-783-6411

INVOICE

SOLD TO
REINHART REAL ESTATE GROUP,INC
P.O. BOX 2228
201 MAIN STREET
LA CROSSE, WI 54602-2228

INVOICE NO 600008403
INVOICE DATE 08/11/03
CUSTOMER 334115 36105-42
PARKING LOT 2 STATE

ITEM	QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
ASPHALT PAVING PER CONTRACT	0.000	LS	0.0000	7,857.00

OK
Dave King
8-15-03

VENDOR# 851 INV#
A/C# 1400 32000 AMT $
A/C# AMT $

6 8/19/03

x - Repeat/Pending file
x - Fixed Assets

TOTAL INVOICE RETAINAGE	0.00	SALES TAX	0.00
		TOTAL	7,857.00

TERMS DUE UPON COMPLETION

Payment in full is due upon completion unless modified by written contract. A delinquency charge of 1½% per month (18% per annum) will be assessed on any unpaid balance from the previous statement.

PLEASE RETURN THE REMITTANCE COPY WITH YOUR PAYMENT TO
MATHY CONSTRUCTION CO
P O BOX 189
ONALASKA WI 54650

Poellinger, Inc

REINHART REAL ESTATE GROUP
1202 STATE STREET BUILDING
LA CROSSE, WI

1	Clean brush away from East elevation	$	500.00
2	Pressure wash building	$	420 00
3.	Remove hardware straps on West elevation and repair holes	$	105 00
4	Patch stucco as necessary	$	260 00
5	Remove lettering from front door	$	105 00
6	Install downspout at Southeast corner	$	105 00
7.	Install trim at East elevation window, paint & caulk	$	135 00
8	Paint exterior of building	$	2,700 00
9.	Paint stripes – 6" top stripe & 9" bottom stripe	$	1,880 00
10	Replace ceiling tiles as necessary	$	260.00
11	Install door stops at 4 doors	$	140 00
12	Replace light fixture cover	$	70 00
13	Repair wallpaper seams in bathrooms	$	105 00
14	Repair door knobs on bi-fold doors	$	55 00
15.	Repair electrical access	$	80 00
16.	Prep and repair cement floor	$	600 00
17	Provide and install 12x12 ceramic tile	$	2,800 00
	OR		
18	Provide and install inlayed vinyl 45 sq yds	$	1,360 00
	OR		
19	Provide and install 12x12 vinyl composition tile	$	795 00

Total Repair Costs w/12x12 vinyl tile = $8,315
Total Repair Costs w/inlayed vinyl (45 sq yds) = $8,880
Total Repair Costs w/12x12 ceramic tile = $10,320

June 12, 2003
Total Repair Costs w/No painted stripes and inlayed vinyl (45 SQ YDS) = $7,000

Poellinger, Inc

TIM SCHOLL PLUMBING
3031 S. 26TH STREET
PHONE. 788-0131
LA CROSSE, WI 54601

INVOICE

DATE	INVOICE #
4/24/2003	755

BILL TO

REINHART REAL ESTATE GROUP, INC.
201 MAIN STREET, SUITE 800
LA CROSSE, WI 54601
ATTN: DAVID RING

TERMS	PROJECT
NET 20	TECHNOLOGY BUILDING 1202 State St. Planning Lgr created

QTY	DESCRIPTION	RATE	AMOUNT
1	LABOR. FIXED TOILET	40 00	40 00
1	KOHLER FLAPPER	14 42	14 42T
	SALES TAX	5 50%	079

OK
Dave Ring
4-28-03

IT'S BEEN A PLEASURE WORKING WITH YOU! PLEASE KEEP THIS INVOICE FOR YOUR FILES. THANK YOU!

TOTAL $55 21

TERMS NET 30 DAYS. ACCOUNTS OVER 30 DAYS WILL BE CHARGED A FINANCE CHARGE OF 1 1/2% PER MONTH FROM DUE DATE OF THE INVOICE.

Estimated –

Called Terry Nebling
cf approval the bid of $600.00

CLEANING
895 4859 Floors & Carpets
Residential & Commercial
713 So 2nd St., La Crescent, MN 55947

Name Reinhart Real Estate Group, Inc.

Address 201 Main Suite 800 P.O. Box 2728
782-4999

Phone Cell# 792-1498 Time

Description	Amount
Estimate 1202 State St.	600.00
Priced 5-20-03	
Thank You Terry	
Work authorized by	
X Total	600.00

Crew Terry | Date Completed

We do not guarantee removal of pet stains or odors

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK

X

4/13/90

SUBLEASE

THIS SUBLEASE, made this 16th day of April, 1990, by and between GATEWAY HOPKINS WAREHOUSE, INC , a Minnesota corporation, (hereinafter called the "Sublessor"), and GATEWAY DEVELOPMENT CO , INC., a Wisconsin corporation, (hereinafter called the "Tenant")

WITNESSETH

WHEREAS, the Sublessor is the subtenant of a certain warehouse commonly known as and numbered 1515 Excelsior Boulevard, Hopkins, Minnesota, (hereinafter sometimes referred to as the "Premises" or "Demised Premises"), under the terms of a certain Sublease dated March 4, 1983 wherein National Tea Co ("National") is the sublandlord, and Sublessor is the subtenant, (hereinafter referred to as the "Prime Sublease"), a copy of which Prime Sublease and amendments thereto are attached hereto and made a part hereof as Exhibit A, and

WHEREAS, National is the lessee of the Demised Premises under the terms of a certain lease dated November 21, 1947 wherein The Northwestern Mutual Life Insurance Company ("Northwestern") is the lessor and National is the lessee, (hereinafter referred to as the "Prime Lease"), a copy of which Prime Lease and amendments thereto are attached hereto and made a part hereof as Exhibit B, and

WHEREAS, the Sublessor is desirous of subletting the Demised Premises to the Tenant and the Tenant is desirous of subleasing said premises from the Sublessor,

NOW, THEREFORE, the parties hereto agree as follows

1 In consideration of rents to be paid and the covenants to be performed by the Tenant as hereinafter set forth, and subject to the terms of the aforesaid Prime Lease and Prime Sublease, the Sublessor hereby demises and subleases to the Tenant and Tenant hereby leases from the Sublessor, the Demised Premises subject to the subleases listed on Exhibit C ("Third

Party Leases") for a term commencing April 16, 1990 ("Commencement Date") and ending March 31, 2005 unless earlier terminated in accordance with any provisions of the Prime Lease, the Prime Sublease or this Sublease provided, however, that notwithstanding anything contained in Article II of the Prime Lease the Tenant shall have no right to terminate this Sublease prior to March 31, 2005 Sublessor agrees that it will not terminate the Prime Sublease during the term of this Sublease The Tenant hereby agrees to pay the Sublessor annual rent in the amount of $347,336, payable in equal monthly installments of $28,944 67 The monthly rental as above stipulated shall be paid in advance on the first (1st) day of each and every successive month of said term to Gateway Hopkins Warehouse, Inc c/o Reinhart Companies, 201 Main Street, Suite 800, Box 2228, La Crosse, Wisconsin 54602-2228 (Box) 54601 (Street), or as Sublessor may from time to time designate in writing The rent for partial months shall be prorated

2 Tenant covenants and agrees that the Demised Premises shall be used and occupied only for such purposes as are permitted under the Prime Lease, and that Tenant will not use the Demised Premises for any purpose in violation of any law, municipal ordinance or regulation, or of the Prime Lease

3 Except as specifically provided to the contrary herein, the Tenant shall have all the obligations, liabilities, rights and privileges and assumes and agrees to keep and perform all of the obligations, conditions and covenants of National under the Prime Lease and of Sublessor under the Prime Sublease, including but not limited to any covenant or covenants to maintain the premises in good repair and to pay real estate taxes and special assessments. Real estate taxes and special assessments due and payable in the calendar year 1990 shall be prorated except that Gateway Development Co , Inc ("Development") shall be responsible for its pro rata share of any increase in real estate and special assessment taxes due and payable in 1990 over such

taxes and assessments due and payable in 1989 pursuant to the terms of the sublease between Sublessor and Development dated July 1, 1989. Sublessor shall within ten (10) days of receipt of the tax bill due and payable in 1990 remit to Tenant its share of such taxes and Tenant shall be responsible for paying the entire tax bill for such year Real estate taxes and special assessment due and payable in the calendar year 2005 shall be prorated

It is agreed and understood between the parties hereto that Tenant obtains and is granted by this Sublease no more rights and privileges hereunder than Sublessor has as subtenant under the Prime Sublease If Tenant or Sublessor defaults in any of their respective obligations under the Prime Lease, the Prime Sublease or this Sublease, the other party shall have the privilege of curing such defaults but shall be under no obligation to do so Sublessor and Tenant agree to neither do anything nor omit to do anything which would constitute a default under the Prime Lease or the Prime Sublease

4. The Tenant covenants not to assign or transfer this Sublease or hypothecate or mortgage the same or sublet the Demised Premises or any part thereof without the written consent of the Sublessor No assignment, transfer, hypothecation, mortgage or subletting shall be made without the written consent of the Sublessor, which consent shall not be unreasonably withheld

5 Tenant further agrees that it will not permit any mechanic's or materialmen's or other liens to stand against the Demised Premises for work or material furnished Tenant, provided, however, that Tenant shall have the right to contest the validity of any lien or claim on condition that Tenant shall, upon written demand of the Sublessor, first have posted bond satisfactory to Sublessor, National and Northwestern, to insure that upon a final determination of validity of such lien or claim, Tenant shall immediately pay any judgment rendered against it with all proper costs and charges and shall have said lien released without cost

to Sublessor Sublessor shall have the right to post and maintain on the Demised Premises notices of nonresponsibility under the laws of the State of Minnesota Sublessor reserves the right to post notice on the Demised Premises in accordance with Minnesota Statues § 514 06, which posted notice shall set forth that any improvements undertaken are not being made at the Sublessor's instance Such notice may be posted in a conspicuous place on the Demised Premises

6 It is further agreed that the Sublessor or its agents will not be liable for any damage or any loss of profits or for interruption of business resulting from any casualty, fire or the elements, or strikes or lockouts In case the Demised Premises shall be damaged or destroyed by fire or other casualty at any time during the demised term, Sublessor hereby assigns to Tenant any rights, if any, it may have against its landlord to have the Demised Premises rebuilt, and if such damage or destruction results in the suspension of Tenant's business in said premises, the rents herein reserved shall not be abated

Anything in Article 3 herein to the contrary notwithstanding, Tenant hereby releases Sublessor from any obligation to rebuild the Demised Premises in the event the Demised Premises are destroyed or damaged by fire or other casualty. Tenant acknowledges that it has the obligation to rebuild under the Prime Lease

Neither Sublessor nor its agents shall be liable to Tenant or to any person claiming through Tenant, regardless of the cause, for any injury (or any injury resulting in death) or for damage or destruction of property occurring in or about, or resulting from the Demised Premises or any part thereof, or any equipment or appurtenances, all claims for such damage or injury being hereby expressly waived by Tenant

7 The Tenant agrees to heat the Demised Premises, pay all utility bills and to replace all broken glass, including plate glass, during the term of this Sublease All utilities shall be

read as of the Commencement Date and Sublessor shall pay the bills therefor. Utilities which are not metered shall be prorated as of the Commencement Date

8 The Tenant covenants and agrees that it will at its own expense, during the continuation of this Sublease, assume the obligations of National under the Prime Lease and of Sublessor under the Prime Sublease to keep the Demised Premises and every part thereof in good repair and at the expiration of the term to yield and deliver up the same in the condition that National, as lessee under the Prime Lease, would be required to yield up and deliver the Demised Premises to Northwestern upon termination of the Prime Lease free and clear of any liens, claims, tenancies or encumbrances of any nature whatsoever

9 The Tenant agrees that it will not do or permit to be done on the Demised Premises, or any part thereof, any act in violation of the conditions of any policy of insurance and that it will not do or permit to be done any act which will increase the rate of insurance of any such policy

10. If Tenant shall be delinquent in payment of rent or other charges hereunder as and when the same come due, and if such delinquency shall continue for five (5) days after Sublessor has mailed to Tenant written demand for payment by registered or certified mail, or if Tenant shall fail or neglect to commence and to proceed with due diligence to cure a breach in the performance of any of the other terms, conditions or covenants of this Sublease, the Prime Sublease or the Prime Lease to be observed or performed by Tenant, within ten (10) days after Sublessor has mailed to Tenant written notice of such breach by registered or certified mail, if the estate created hereby shall be taken by execution, or if there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, (iv) for the appointment of a receiver, or (v) for an arrangement under the

Bankruptcy Acts, or if a similar type of proceeding shall be filed, and such petition is not dismissed within thirty (30) days, then it shall be lawful for Sublessor to re-enter the Demised Premises or any part thereof either with or without process of law and to expel, remove and put out Tenant and all persons occupying under it, using such force as may be necessary in so doing, and again to repossess and enjoy said premises, including said building or buildings, as in the condition required under the Prime Lease or the Prime Sublease or the Sublessor may, at its option, terminate this Sublease Should Sublessor elect to re-enter and repossess the Demised Premises, as herein provided, Sublessor may either terminate this Sublease or it may, without terminating this Sublease, relet said premises or any part thereof for such rent and upon such terms as to Sublessor may deem fit, and if a sufficient sum shall not be thus realized by Sublessor monthly from such reletting to satisfy the rent hereby reserved, after first paying the expenses of such reletting and collecting, Tenant shall satisfy and pay to Sublessor all deficiency monthly during each month of the remaining term of this Sublease Notwithstanding any such reletting without termination, Sublessor may at any time thereafter elect to terminate this Sublease for such previous default by Tenant

In the alternative, in case the Tenant shall fail or neglect to keep and perform any of the covenants or agreements in this Sublease contained on the part of the Tenant to be kept and performed, other than the failure to pay rent or other sums, the Sublessor, in addition to all other remedies now or hereafter afforded by law or under this Sublease, may at its election, and after twenty (20) days written notice to the Tenant to cure such default, perform such covenants or agreements on behalf of such Tenant or make good any default, and any amount or amounts which the Sublessor shall advance on that behalf shall be repaid by the Tenant to the Sublessor on demand, together with interest thereon

at the rate of ten percent (10%) per annum from the date of such advance to the repayment thereof in full

If there is a default in the performance of any covenants incumbent upon Sublessor to be performed hereunder and should such default continue for thirty (30) days after receipt of written notice of such default Tenant may, but shall not be obligated to, cure such default for the account of Sublessor Sublessor shall reimburse any amount or amounts which Tenant shall advance on that behalf and shall be repaid by Sublessor to Tenant on demand together with interest thereon at the rate of ten percent (10%) per annum from the date of such advance to the repayment thereof in full

If the Sublessor shall repossess the Demised Premises pursuant to the foregoing provisions of this Article, Tenant agrees that, upon the election of the Sublessor, the Sublessor shall be entitled to an assignment of the Sublease covering the Demised Premises or to so much of the Demised Premises covered by said Sublease as the Sublessor shall elect to receive, and the Tenant covenants that it will immediately complete such assignment.

All references to an interest rate of seven percent (7%) per annum in the Prime Lease shall be deleted and an interest rate of ten percent (10%) per annum shall be substituted therefor

11 Tenant agrees to protect and save Sublessor harmless and indemnified against and from any penalty, damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the Tenant or those holding under the Tenant Tenant further agrees to protect, indemnify and save the Sublessor harmless from and against (1) any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Sublessor arising out of any failure of the Tenant in any respect to comply with and perform all of the requirements and provisions

of this Sublease, and (ii) against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Sublessor resulting from injury or death of persons or damage to property, including without limitation the person and property of the Tenant, its agents, employees and invitees, occurring on the Demised Premises or on the adjoining sidewalks, streets, alleys or ways, in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Demised Premises, or any part thereof, or any improvements now or hereafter located thereon by the Tenant or any person holding under the Tenant, or any easements appurtenant thereto or to which such Demised Premises may be subject provided, however, that Tenant shall have no obligation to indemnify Sublessor for any unaffiliated third party claims arising out of the presence of asbestos currently located in the Demised Premises so long as Tenant complies with all applicable local, state and federal ordinances, laws and regulations governing asbestos subsequent to the Commencement Date

REC TVH

Anything in this Lease to the contrary notwithstanding, neither Sublessor nor Tenant shall be liable to the other for any loss or damage to property or injury to or death of persons occurring on the Demised Premises or the adjoining properties, parking areas, sidewalks, streets, alleys or passageways, caused by the negligence or fault of Sublessor or Tenant or of their respective agents, employees, subtenants, licensees, assignees or invitees, to the extent that such loss or damage to property or injury to or death of persons is covered or indemnified by insurance carried by the other party, regardless of whether such insurance is payable to or protects Sublessor, Tenant or both, or for which such party is otherwise reimbursed; and Sublessor and Tenant each respectively hereby waive all right of recovery against the other, its agents, employees, subtenants, licensees, assignees or invitees for any such loss or damage to property or

injury to or death of any persons to the extent the same is covered or indemnified by proceeds received from any such insurance or for which reimbursement is otherwise received Sublessor and Tenant agree to cause their respective insurance policies to contain provisions reflecting the waivers of subrogation described in this paragraph

Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies with a responsible insurance company authorized to do business in Minnesota and reasonable coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage In the event Sublessor deems such coverage inadequate, Tenant shall, upon the written request of Sublessor, increase such insurance to amounts reasonably requested by Sublessor Notwithstanding anything contained in the Prime Lease to the contrary, Tenant shall keep the buildings and improvements now or hereafter located on the Demised Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Sublessor Such policies shall name Sublessor, National and Northwestern as additional insureds, and a copy of such policies, or certificates thereof, shall be delivered to Sublessor. All such policies shall provide that the same shall not be cancelled or altered except upon thirty (30) days prior written notice to the named insured parties

12. The holding over by Tenant after the expiration hereof will be only by written consent of Sublessor and will be a month-to-month tenancy, and if the Demised Premises are not surrendered at the end of the term or sooner termination thereof, Tenant shall indemnify Sublessor against loss or liability resulting from delay of Tenant in so surrendering the Demised Premises

13. Tenant understands and agrees to accept the Demised Premises in an "as is" condition

14 Tenant agrees to remove at the termination of this Sublease Tenant's movable trade fixtures and equipment and such alterations, improvements and additions as may be required under the Prime Lease or the Prime Sublease If Tenant shall fail or refuse to remove all such property from the Demised Premises, Tenant shall be conclusively presumed to have abandoned the same and title thereto shall thereupon pass to Sublessor without any cost, either by setoff, credit, allowance or otherwise, and Sublessor may, at its option, accept the title to such property or at Tenant's expense, may remove the same, or any part thereof, in any manner that Sublessor shall choose, and store the same at Tenant's expense and without incurring liability to Tenant or any other person In the event of such storing, Tenant shall pay the reasonable costs of storage If such storage shall continue for more than thirty (30) days, Sublessor shall have the right to sell such stored property at public or private sale, at such price and upon such terms and conditions as Sublessor may deem best

15. It is agreed that each of the rights, remedies and benefits provided to Sublessor by this Sublease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or by the Prime Lease, and Sublessor's failure to exercise any rights granted it in this agreement shall not be deemed a waiver thereof and shall not preclude Sublessor from exercising any such rights upon any subsequent occurring default or defaults. A receipt by Sublessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Sublessor of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Sublessor

16. Provided the Tenant performs all of its covenants,

agreements and obligations hereunder, the Sublessor covenants that Tenant shall have the peaceful and quiet enjoyment of the Demised Premises for the term hereof and so long as the Tenant is not in default hereunder subject to the right of tenants under the Third Party Leases. On the Commencement Date the Sublessor shall assign all of its right, title and interest in and to the Third Party Leases and Tenant agrees to assume all obligations of Sublessor under such leases in the form attached hereto as Exhibit D The parties hereto shall cooperate with each other to provide for new Third Party Leases substituting Tenant for Sublessor Sublessor warrants to Tenant that it has the authority to enter into this Sublease

17 It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Sublessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Demised Premises, including without limitation all taxes, utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant

18. Whenever notice shall be required to be given to the Sublessor, it shall be deemed sufficient for that purpose to mail such notice by certified mail to the Sublessor addressed to

Gateway Hopkins Warehouse, Inc
c/o Reinhart Companies
201 Main Street
Suite 800
P. O. Box 2228
La Crosse, WI 54602-2228
Attention President

or as Sublessor may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof

Whenever notice, demand or communication is to be given to or made on the Tenant, it shall be deemed sufficient for that purpose to mail such notice to the Tenant by certified mail and addressed to:

Gateway Development Co , Inc.

1637 St. James Street
P O Box 1957
La Crosse, WI 54601
Attention President

or as Tenant may from time to time designate, and notice given as aforesaid shall be sufficient service thereof.

19 The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, administrators, executors, permitted successors and assigns

20 That certain Sublease between Sublessor and Development dated July 1, 1989 shall be terminated as of the Commencement Date and each party thereto shall pay to the other and to third parties, if any, all of their respective obligations and liabilities incurred under such Sublease by either party prior to the Commencement Date

21 On the Commencement Date, Sublessor agrees to sell and convey to Tenant and Tenant agrees to purchase the personal property and supplies listed on Exhibit E for the purchase price set forth on such Exhibit free and clear of any liens or encumbrances of any nature whatsoever The purchase price shall be payable in cash on the Commencement Date

22 Sublessor agrees that within 90_ days of the Commencement Date it will remove all asbestos within eight feet from the floor of the hall to the boiler room and remove or encapsulate all asbestos over eight feet In the event such work is not completed within such time, Tenant shall have the right to complete such work and Sublessor agrees to reimburse Tenant for the reasonable cost thereof

23. This Sublease sets forth the entire agreement and understanding between Sublessor and Tenant relating to the Demised Premises. Except as herein otherwise provided, no subsequent alteration, amendment or addition to this Sublease shall be binding unless reduced to writing and signed by Sublessor and Tenant

4/13/90

IN WITNESS WHEREOF, the parties hereto have executed this Sublease the day and year first above written

TENANT:

GATEWAY DEVELOPMENT CO , INC

By _____
President

Attest _____
ASSISTANT Secretary

SUBLESSOR:

GATEWAY HOPKINS WAREHOUSE, INC

By _____
President

Attest _____
Secretary

lb·A \1093023 WP

EXHIBIT 1

SUBLEASE

THIS SUBLEASE, made this 4th day of March, 1953, by and between NATIONAL TEA CO , a corporation, (hereinafter called the "Sublessor), party of the first part, and GATEWAY HOPKINS WAREHOUSE, INC , a Minnesota corporation, (hereinafter called the "Sublessee" or "Tenant"), party of the second part,

WITNESSETH

WHEREAS, the Sublessor is the Lessee of a certain warehouse commonly known as and numbered 1515 Excelsior Boulevard, Hopkins, Minnesota (hereinafter sometimes referred to as the "Premises" or "Demised Premises") under the terms of a certain Prime Lease dated November 21, 1947 wherein The Northwestern Mutual Life Insurance Company is Lessor, and National Tea Co is Lessee, (hereinafter referred to as the "Prime Lease"), a copy of which Prime Lease and amendments thereto are attached hereto and made a part hereof as Exhibit "A", and

WHEREAS, the Sublessor is desirous of subletting the above described premises to the Tenant and the Tenant is desirous of subleasing the said premises from the Sublessor

NOW, THEREFORE, the parties hereto agree as follows

1 In consideration of rents to be paid and the covenants to be performed by the Tenant as hereinafter set forth, and subject to the aforesaid Prime Lease, the Sublessor hereby demises and subleases to the Tenant and Tenant hereby leases from the Sublessor, the premises above described for a term commencing March 4, 1953, and ending November 29, 2022 unless earlier terminated in accordance with any provisions of the Prime Lease The Tenant hereby agrees to pay the Sublessor the rent provided for in Article III (C) of Prime Lease The monthly rental as above stipulated shall be paid in advance on the first (1st) day of each and every successive month of said term to National Tea Co. at 9701 W Higgins Road, Rosemont, Illinois 60018, or as Sublessor may from time to time designate in writing The rent for partial months shall be prorated

2. The Tenant covenants and agrees that the Premises shall be used only for such purposes as are permitted under the Prime Lease and that the aforesaid demised premises shall be used and occupied only for such purposes, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, or of the Prime Lease.

EXHIBIT A

3 The Te t shall have all the obligatic , liabilities, rights and privileges and assumes and agrees to keep and perform all of the conditions and covenants of the lessee under the Prime Lease, including but not limited to any covenant or covenants to maintain the premises in good repair and to pay real estate taxes It is agreed and understood between the parties hereto that Tenant obtains and is granted by this Sublease no more rights and privileges hereunder than Sublessor has as lessee under said Prime Lease If Tenant or Sublessor defaults in any of their respective obligations under the Prime Lease, the other party shall have the privilege of curing such defaults

Sublessor agrees to neither do anything nor omit to do anything which would constitute a default under the Prime Lease

4 The Tenant covenants not to assign or transfer the Sublease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Sublessor No assignment, transfer hypothecation, mortgage or subletting shall be made without the written consent of the Sublessor, which consent shall not be unreasonably withheld

5 Tenant further agrees that it will not permit any mechanics' or materialmens' or other liens to stand against the demised premises for work or material furnished Tenant, provided, however, that Tenant shall have the right to contest the validity of any lien or claim on condition that Tenant shall, upon written demand of the Sublessor, first have posted bond satisfactory to Sublessor to insure that upon a final determination of validity of such lien or claim, Tenant shall immediately pay any judgment rendered against it with all proper costs and charges and shall have said lien released without cost to Sublessor

6 It is further agreed that the Sublessor or its agents will not be liable for any damage or any loss of profits or for interruption of business resulting from fire or the elements, or strikes or lockouts In case the demised premises shall be damaged or destroyed by fire or other casualty at any time during the demised term Sublessor hereby assigns to Tenant any rights it may have against its landlord to have the demised premises rebuilt, and if such damage or destruction results in the suspension of Tenant's business in said premises, the rents herein reserved shall not be abated

Anything in Article 3 herein to the contrary notwithstanding, Tenant hereby releases Sublessor from any obligation to rebuild the premises in the event said premises are destroyed or damaged by fire or other casualty

Neither Sublessor or its agents shall be liable to Tenant or to any

person claiming through Tenant, regardless of the cause, for any injury (or any injury resulting in death) or for damage or destruction of property occurring in or about, or resulting from, the demised premises or any part thereof, or any equipment or appurtenances, all claims for such damage or injury being hereby expressly waived by Tenant

7 The Tenant agrees to heat the demised premises, pay all utility bills and to replace all broken glass, including plate glass, during the term of this sublease

8 The Tenant covenants and agrees that it will at its own expense, during the continuation of this Sublease, assume the obligations of Lessee under the Prime Lease to keep the said premises and every part thereof in good repair and at the expiration of the term to yield and deliver up the same in the condition that the Sublessor, as Lessee in the Prime Lease, is required to yield up and deliver said premises to its landlord it being the intention of the parties that the Tenant is assuming Sublessor's obligation to its landlord in this respect

9 The Tenant agrees that it will not do or permit to be done on said premises, or any part thereof, any act in violation of the conditions of any policy of insurance and that it will not do or permit to be done any act which will increase the rate of insurance of any such policy

10 If Tenant shall be delinquent in payment of rent or other charges hereunder as and when the same come due, and if such delinquency shall continue for five (5) days after Sublessor has mailed to Tenant written demand for payment by registered or certified mail, or if Tenant shall fail or neglect to commence and to proceed with due diligence to cure a breach in the performance of any of the other terms, conditions or covenants of this Sublease to be observed or performed by Tenant, within ten (10) days after Sublessor has mailed to Tenant written notice of such breach by registered or certified mail, if the estate created hereby shall be taken by execution, or if there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, (iv) for the appointment of a receiver or (v) for an arrangement under the Bankruptcy Acts, or if a similar type of proceeding shall be filed, and such petition is not dismissed within 30 days, then it shall be lawful for Sublessor to re-enter the demised premises, or any part thereof either with or without process of law and to expel, remove and put out Tenant and all persons occupying under it, using such force as may be necessary in so doing, and again to repossess and enjoy said premises, including said building or buildings, as

in the condition required under the Prime Lease, or the Sublessor may, at its option, terminate this Sublease Should Sublessor elect to re-enter and repossess the demised premises, as herein provided, Sublessor may either terminate this Sublease or it may, without terminating this Sublease, relet said premises or any part thereof for such rent and upon such terms as to Sublessor may deem fit, and if a sufficient sum shall not be thus realized by Sublessor monthly from such reletting to satisfy the rent hereby reserved, after first paying the expenses of such reletting and collecting, Tenant shall satisfy and pay to Sublessor all deficiency monthly during each month of the remaining term of this Sublease Notwithstanding any such reletting without termination, Sublessor may at any time thereafter elect to terminate this Sublease for such previous default by Tenant

In the alternative, in case the Tenant shall fail or neglect to keep and perform any of the covenants or agreements in this Sublease contained on the part of the Tenant to be kept and performed, other than the failure to pay rent or other sums, the Sublessor, in addition to all other remedies now or hereafter afforded by law or under this Sublease, may at its election, and after twenty (2) days written notice to the Tenant to cure such default, perform such covenants or agreements on behalf of such Tenant or make good any default, and any amount or amounts which the Sublessor shall advance on that behalf shall be repaid by the Tenant to the Sublessor on demand, together with interest thereon at the rate of ten (10%) Percent per annum from the date of such advance to the repayment thereof in full

If there is a default in the performance of any covenants incumbent upon Sublessor to be performed hereunder and should such default continue for thirty (30) days after receipt of written notice of such default Tenant may, but shall not be obligated to, cure such default for the account of Sublessor Sublessor shall reimburse any amount or amounts which Tenant shall advance on that behalf and shall be repaid by Sublessor to Tenant on demand together with interest thereon at the rate of Ten (10%) Percent per annum from the date of such advance to the repayment thereof in full

If the Sublessor shall repossess the demised premises pursuant to the foregoing provisions of this Article, the Tenant agrees that, upon the election of the Sublessor, the Sublessor shall be entitled to an assignment of the Sublease covering the designated premises or to so much of the premises covered by said Sublease as the Sublessor shall elect to receive, and the Tenant covenants that it will immediately complete such assignment.

11. Tenant agrees to indemnify, defend, and hold harmless the Sublessor

from any liability for damages to any person or property in, on or about said demised premises, from any cause whatsoever, and Tenant will procure and keep in effect during the term hereof general comprehensive liability and property damage insurance, in a responsible insurance company authorized to do business in the state in which the demised premises are located and which is satisfactory to Sublessor, in the sum of at least $1,000,000 for damages resulting to one person and at least $3,000,000 for damages resulting from one casualty, and at least $500,000 property damage insurance resulting from any one occurrence Tenant agrees to name Sublessor and Sublessor's Landlord as additional insured parties Tenant shall deliver said policies to the Sublessor before taking possession of the premises and upon Tenant's failure so to do, the Sublessor may at its option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day All such policies shall provide that same may not be cancelled or altered except upon 30 days prior written notice to the insured parties

12 The holding over by Tenant after the expiration hereof will be only by written consent of Sublessor and will be a month to month tenancy, and if the premises herein demised are not surrendered at the end of the term or sooner termination thereof, Tenant shall indemnify Sublessor against loss or liability resulting from delay of Tenant in so surrendering the premises

13 Any language herein to the contrary notwithstanding, it is understood and agreed that the terms of the Warehouse Agreement dated December 16, 1982 by and between National Super Markets, Inc , National Tea Co , Gateway Foods of Minneapolis, Inc , and Gateway Hopkins Warehouse, Inc shall continue in full force and effect Subject to the terms of the aforesaid Warehouse Agreement dated December 16, 1982, Tenant understands and agrees to accept the Demised Premises in an "as is" condition

14 Tenant agrees to remove at the termination of the term, Tenant's movable trade fixtures and equipment and such alterations, improvements and additions as may be required under the Prime Lease If Tenant shall fail or refuse to remove all such property from the demised Premises, Tenant shall be conclusively presumed to have abandoned the same and title thereto shall thereupon pass to Sublessor without any cost, either by setoff, credit, allowance or otherwise, and Sublessor may, at its option, accept the title to such property or at Tenant's expense, may remove the same, or any part thereof, in any manner that Sublessor shall choose, and store the same at Tenant's expense and without incurring liability to Tenant or any other person In the event of such storing, Tenant shall pay the reasonable costs of storage If such storage shall continue for more

than thirty days, Sublessor shall have the right to sell such stored property at public or private sale, at such price and upon such terms and conditions as Sublessor may deem best

15 It is agreed that each of the rights, remedies and benefits provided by this Sublease shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law, and Sublessor's failure to exercise any rights granted it in this agreement shall not be deemed a waiver thereof and shall not preclude Sublessor from exercising any such rights upon any subsequent occurring default or defaults A receipt by Sublessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Sublessor of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Sublessor

16 Provided the Tenant performs all of its covenants, agreements and obligations hereunder, the Sublessor covenants that Tenant shall have the peaceful and quiet enjoyment of the Premises for the term hereof and so long as the Tenant is not in default hereunder Sublessor warrants to Tenant that it has the authority to enter into this Sublease

17 Whenever notice shall be required to be given to the Sublessor, it shall be deemed sufficient for that purpose to mail such notice by certified mail to the Sublessor addressed to

National Tea Co
9701 W Higgins Road
Rosemont, Illinois 60018

or as Sublessor may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof

Whenever notice, demand or communication is to be given to or made on the Tenant, it shall be deemed sufficient for that purpose to mail such notice to the Tenant by certified mail and addressed to

Gateway Hopkins Warehouse, Inc.
3501 Marshall Street, N E.
P O Box 1389
Minneapolis, Minnesota 55440

or as Tenant may from time to time designate, and notice given as aforesaid shall be sufficient service thereof

18 The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, administrators, executors, successors, and assigns

19 This Sublease and the Warehouse Agreement, Exhibits, and Rider, if any, set forth the entire agreement and understanding between Sublessor and Tenant relating the demised premises Except as herein otherwise provided, no subsequent alteration,

amendment, or addition to this Sublease shall be binding unless reduced to writing and signed by Sublessor and Tenant

IN WITNESS WHEREOF, the parties hereto have executed this Sublease, and affixed their seal thereto, the day and year first above written

NATIONAL TEA CO

By _____
~~Vice~~ President

Attest _____
Secretary

SUBLESSOR

GATEWAY HOPKINS ~~WAREHOUSE~~, INC

_____
President

Attest _____
Secretary

TENANT

In consideration of the mutual covenants of the undersigned parties and as an inducement to National Tea Co and Gateway Hopkins Warehouse,Inc to execute this sublease, the undersigned parties hereby agree that the Sublease dated June 23, 1981 between the undersigned parties shall be terminated as of the date hereof

NATIONAL TEA CO

By _____
~~Vice~~ President

Attest _____
Secretary

GATEWAY FOODS OF MINNEAPOLIS, INC

_____
~~Vice~~ President

Attest _____
Secretary

STATE OF Wisconsin

COUNTY OF Milwaukee

BEFORE ME the undersigned Notary Public, duly commissioned and qualified in and for said County and State personally came and appeared Sheldon Durtsche and Bennett I Berman, to me known, who declared and acknowledged to me Notary that they are the President and Secretary of National Tea Co, an Illinois Corporation that as such duly authorized officers by and with the authority of the Board of Directors of said corporation have signed and executed and foregoing instrument as the free and voluntary act and deed of said corporation and for the objects and purposes therein set forth

IN WITNESS WHEREOF, I have set my hand and official seal on this the 4th day of March 19 53

My Commission ~~expires~~ is permanent

Notary Public

STATE OF Wisconsin

COUNTY OF Milwaukee

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said County and State, personally came and appeared D B Reinhart and Gerald E Connelly, to me known who declared and acknowledged to me, Notary that they are the President and Secretary of Gateway Hopkins Warehouse, Inc, an Minn Corporation, that as such duly authorized officers, by and with the authority of the Board of Directors of said corporation, have signed and executed and foregoing instrument as the free and voluntary act and deed of said corporation, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and official seal on this the 4th day of March, 19 53

My Commission ~~expires~~ is permanent

Notary Public

STATE OF Wisconsin

COUNTY OF Milwaukee

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said County and State, personally came and appeared D A Dietlow and Gerald E Connelly to me known, who declared and acknowledged to me, Notary that they are the President and Secretary of Gateway Foods of Minneapolis Inc, an Minn Corporation, that as such duly authorized officers, by and with the authority of the Board of Directors of said corporation, have signed and executed and foregoing instrument as the free and voluntary act and deed of said corporation, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and official seal on this the 4th day of March, 19 53.

My Commission ~~expires~~ is permanent

Notary Public

EXHIBIT "B"

INDENTURE OF LEASE

71-147"

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY

TO

NATIONAL TEA CO.

DATED NOVEMBER 21, 1947

HENNEPIN COUNTY MINNESOTA PROPERTY

THE TWENTIETH CENTURY PRESS INC. CHICAGO

This Indenture of Lease made and executed in duplicate this twenty-first day of November, 1947, by and between THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation duly authorized to transact business in the State of Minnesota, party of the first part, hereinafter called the "Lessor," and NATIONAL TEA Co, a Delaware corporation duly authorized to transact business in the State of Minnesota, party of the second part, hereinafter called the "Lessee",

WITNESSETH

That the Lessor, for and in consideration of the rents hereinafter reserved to be paid and of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, does by these presents lease and let unto the Lessee and the Lessee does hereby hire and take from the Lessor that certain parcel of real estate, together with improvements thereon and appurtenances thereto, including rights of way and easements of trackage rights on or adjacent thereto, located in Hennepin County, Minnesota, which parcel is hereinafter sometimes called the "leased premises" and is more particularly described in Exhibit A attached hereto and made a part hereof

It is hereby mutually covenanted and agreed that this lease is made upon the foregoing and upon the following agreements, conditions, covenants and terms, viz .

ARTICLE I

TERM OF LEASE

This lease commences on the twenty-first day of November, 1947, and shall continue to and include the last day of November, 2022, being a period of seventy-five years and ten days, unless earlier terminated in accordance with any of the provisions herein contained

ARTICLE II

Options

The Lessee is hereby granted the irrevocable right and power to terminate and cancel this lease as of the end of the twenty-fifth, thirtieth, thirty-fifth, fortieth, forty-fifth, fiftieth, fifty-fifth, sixtieth, sixty-fifth or seventieth lease year (for the purpose of this provision the first lease year shall start as of the first day of December, 1947, and shall end on the last day of November, 1948) by delivering to the Lessor a written notice of its election to so cancel and terminate this lease at least one full calendar year prior to the date of such cancellation and termination, and in such event the Lessee shall be relieved of all future obligations and liabilities hereunder.

ARTICLE III

Rentals

The Lessee covenants and agrees to pay and the Lessor agrees to accept as rent for the leased premises

(a) from the twenty-first day of November, 1947, until the last day of November, 1947, the sum of Two Thousand One Hundred Eighty-five Dollars ($2,185) payable in advance on the twenty-first day of November, 1947,

(b) from the first day of December, 1947, until the last day of May, 1972, the sum of One Hundred Twenty three Thousand Six Hundred Dollars ($123,600) per annum, payable in equal monthly instalments of Ten Thousand Three Hundred Dollars ($10,300) each,

(c) from the first day of June, 1972, until the last day of November, 2022, the sum of Thirty-seven Thousand Nine Hundred Eighty Dollars ($37,980) per annum payable in equal monthly instalments of Three Thousand One Hundred Sixty-five Dollars ($3,165) each

The monthly instalments payable under this Article III shall be paid in advance starting with the first day of December, 1947, in lawful money of the United States of America, at 720 East Wisconsin Avenue, Milwaukee, Wisconsin, or at such other place in the United States of America as the Lessor shall designate from time to time by written notice delivered to the Lessee Any due and unpaid instalment of rent under this Article III shall bear interest from the due date thereof until paid at the rate of seven per cent (7%) per annum

ARTICLE IV

Repair, Maintenance and Replacement

The Lessee, with the written consent of the Lessor, may, at the sole expense of the Lessee at any time during the term of this lease, add additional stories to the building or buildings located on the leased premises, and may make any other additions, changes or alterations in said buildings, provided such additions, changes or alterations can be made without substantially impairing the strength or the value of said buildings or improvements and are in conformity with the laws or building ordinances then in force pertaining thereto.

The Lessee further covenants and agrees that it will, at its sole cost and expense, keep and maintain, or cause to be kept and maintained, the leased premises and the buildings and improvements now or hereafter located thereon, and all additions and improvements thereto and all appurtenances thereof, and the sidewalks, passageways, trackage rights on or adjacent and appurtenant thereto, and each and every part thereof, in a first-class, safe, clean and sanitary repair and condition (ordinary wear and tear excepted), and that it will at all times during the occupancy of the leased premises conform in all matters and things with every law and every regulation, order and requirement of any Governmental, military or political authority whatsoever, and will hold and save the Lessor free and harmless of all expenses and liabilities or claims of liability therefor

The Lessee further covenants and agrees, at its sole cost and expense, to promptly and with all reasonable diligence repair, reconstruct, and maintain the buildings now or hereafter located on the leased premises, and as often as the original buildings, or any part or portion thereof, shall be damaged, injured, or destroyed by whatsoever cause or shall be removed or required to be removed or reconstructed by any Governmental or military authority to repair or restore or cause to be repaired or restored any and every building constructed, restored, reconstructed, rebuilt or maintained on the leased premises during the existence of this lease, so that they will be of substantially the same dimensions and character, and in substantially as good condition and of no less value and utility than before such damage, injury or destruction

The Lessee may, at its sole cost and expense, raze any building, structure or improvement now erected or hereafter constructed on the leased premises, and the Lessee hereby covenants and agrees that in the event of such razing it will, at its sole cost and expense, immediately construct or cause to be constructed in a first-class workmanship manner, and fully complete, free and clear of all liens and encumbrances and in full compliance with all laws, ordinances or other governmental regulations then in force and applicable thereto, a new building, structure or improvement of substantially the same dimensions and character and of at least equal value in place of the one so razed, and the Lessee further agrees to furnish to Lessor at least fifteen (15) days before commencing the razing of any such building, structure or improvement a full copy of the plans and specifications of the replacements therefor, together with such reasonable security as Lessor shall require as surety for the completion of such replacement by the Lessee

ARTICLE V

Mechanics' Liens

The Lessee covenants and agrees that at all times during the term of this lease it will keep the leased premises free and clear of mechanics', laborers' and materialmen's liens and other liens of a similar nature which may arise in connection with work of any character performed on the leased premises by or at the direction or sufferance of the Lessee, provided, however, that the Lessee shall have the right to contest the validity or the amount of any such lien or claimed lien, provided the Lessee shall give reasonable security, as may be demanded by the Lessor, to the Lessor to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises by reason of such nonpayment, and further provided that such security need not exceed one and one-half times the amount of such lien or claimed lien On final termination of the lien or claim for lien, the Lessee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released or judgment satisfied at the Lessee's own expense

Should any lien be filed against the leased premises or should any action of any character affecting the title to said property be commenced, the Lessee shall give to the Lessor written notice thereof as soon as notice of such lien or action comes to the knowledge of the Lessee.

ARTICLE VI

Taxes, Assessments and Utility Charges

The Lessee covenants and agrees to pay or cause to be paid, in addition to all other sums required to be paid by the Lessee under the provisions of this lease, promptly as the same become due and payable. all taxes, assessments, and levies, whether general or special, ordinary or extraordinary,

of every nature or kind whatsoever, including water, gas, and electric rates which may be taxed, charged, assessed, levied or imposed upon or against this lease or on all or any part of the leased premises and any buildings, structures, fixtures or improvements now or hereafter located thereon or arising in respect of the occupancy, use or possession of the leased premises, or any estate, right, title or interest of the Lessor and of the Lessee, or of either of them, or of any of their respective successors or assigns in or to said leased premises or said buildings, structures, fixtures or improvements, and which are assessed or become a lien at any time or from time to time during the term of this lease, including taxes for the year 1947, it being expressly provided, however, that taxes assessed during the term but payable in whole or in instalments after the termination of this lease shall be adjusted and prorated and that the Lessee shall only be required to pay the prorated share for the length of time that shall have elapsed at the time of termination of this lease It is expressly agreed that in any case where an income tax may be levied, assessed or imposed by the State of Minnesota, or any political subdivision thereof, upon the income arising from the rents payable hereunder for the use and occupancy of the leased premises in lieu of or as and for a specific substitute for the general tax upon the leased premises, the Lessee and not the Lessor shall be required and hereby agrees to pay the same, or if any such income tax must necessarily be paid by the Lessor, the Lessee agrees to reimburse the Lessor for the amount so paid, provided that in no event shall the Lessee be obligated to pay for any year any greater amount by way of such substituted income tax than would have been payable by the Lessor by way of such substituted income tax had the rental upon which such tax was imposed been the sole taxable income of the Lessor for the year in question

Nothing contained in this lease shall be construed so as to require the Lessee to pay any transfer, estate, inheritance,

succession or gift tax or taxes imposed in respect of any transfer, inheritance, devise or gift of the Lessor's interest in the leased premises, nor any income tax imposed by or under authority of the Federal Government upon the Lessor's income therefrom

With respect to any assessment which may be levied against or upon the leased premises, and which, under the laws then in force, may be evidenced by improvement or other bonds or may be paid in annual instalments, the Lessee, at its option, may cause such improvement bonds to be issued or cause such assessments to be paid in such annual instalments, and in such event the Lessee shall only be required to pay such annual instalment payments as each thereof matures only so long as this lease remains in effect.

Each and all of the taxes or assessments above provided to be borne and paid by the Lessee shall be paid and discharged by the Lessee before any delinquency can occur therein or in any part or instalment thereof in the name of the owner of the fee, and certificates of payment shall be promptly delivered to the Lessor or its successors or assigns

The Lessee shall have the right to contest the legality or validity of any of the taxes or assessments herein provided to be paid by the Lessee, but no such contest shall be carried on or maintained by the Lessee after the time limited for the payment of any such taxes or assessments unless the Lessee shall have (a) duly paid the amount involved under protest or procured and maintained a stay of all proceedings to enforce any collections thereof, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by a good and sufficient undertaking as may be required or permitted by law to accomplish such stay or (b) deposited with the Lessor cash in an amount equal to at least one hundred ten per cent (110%) of the amount of such taxes or assessments to be contested and penalties, which cash, or

such part thereof as may be necessary for the purpose, shall be applied to the amount found to be due on such taxes or assessments as the result of such contest. Any such cash remaining in the hands of the Lessor after such application shall be returned to the Lessee. During the pendency of any such contest the Lessor shall not have the right to pay, remove or discharge such taxes or assessments which may be the subject of such contest. In the event any such contest is made by the Lessee, the Lessee shall promptly, within five (5) days after final determination thereof adversely to the Lessee, fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interests, costs or expenses that may have accrued thereon or that may result from any such action by the Lessee.

The land, buildings and improvements covered and affected by this lease shall always be assessed for the purpose of taxation in the name of the owner of the fee provided the same is permitted under the laws or regulations relating thereto, and should the Lessee fail within the time above provided to pay any of the taxes or assessments above provided to be paid by the Lessee, including all penalties, fines, interest, costs and expenses, or should the Lessee attempt any such contest without paying the amount involved under protest or otherwise staying all proceedings for collection thereof, the Lessor may, but shall not be obligated to, pay, discharge, or in anywise compromise or adjust the payment of the obligation involved, or any part thereof, and in case of any sale or sales to enforce or collect the same, the Lessor may seek and effect any redemption therefrom as the Lessor may deem fit and the Lessee shall repay to the Lessor on or before the first day of the next ensuing calendar month the full amount so paid and expended by the Lessor, including any costs, expenses, and reasonable attorneys' fees incurred by the Lessor, together with interest thereon at the rate of seven per cent (7%) per annum from the date of payment of any such

obligations, costs, expenses or attorneys' fees by the Lessor until repaid, and in any and every one of such instances the legality and validity of any such payment to the full amount paid or expended by the Lessor and the regularity of all proceedings had in respect thereof or toward the enforcement thereof shall, as between the parties hereto, be conclusively deemed to exist.

The Lessor will, upon request of the Lessee, execute an assignment of its rights to contest any such tax, assessment, tax lien or other imposition or charge upon or against the leased premises, or any part thereof, or the improvements at any time situated thereon, or the validity thereof, and will execute any and all other instruments necessary and proper to enable the Lessee to contest the same or the validity thereof in its name, or in the name of the Lessor, provided any such action or actions shall be wholly at the expense of the Lessee

The Lessee shall be entitled to any and all rebates and refunds in connection with any tax, assessment, tax lien or other imposition or charge upon or against the leased premises, or any part thereof, or the improvements at any time situated thereon, paid by the Lessee in the name of the Lessor during the term of this lease The Lessor will, upon request of the Lessee, execute assignments of its rights in and to any and all such rebates and refunds, and will execute any and all instruments necessary and proper to enable the Lessee to collect the same

As between the parties hereto, the Lessee alone shall have the duty of attending to making and filing any statement or report which may be provided or required by law as a basis of or in connection with the determination, equalization, reduction, payment or abatement of any and every obligation which is to be borne or paid or which may become payable by the Lessee according to this Article VI, and the Lessor shall not in anywise be or become responsible therefor nor for the

contents of any such statement or report, nor shall the Lessor be obligated to make, join in, or be a party to any protest or objection to any law, order, proceeding or determination which might impose any obligation or liability upon the Lessee hereunder or increase the same, but in all the aforesaid matters and things the Lessee shall have, and the Lessor hereby irrevocably grants to the Lessee, the necessary power and authority to act therein in the name of the Lessor wherever the same is required by law, but without any costs, expense or liability upon the Lessor

ARTICLE VII

Liability and Property Damage

The Lessee covenants and agrees to protect, indemnify and save harmless the Lessor and the leased premises from and against any and all loss, damage, cost, expense, liabilities, claims, demands, and causes of action of any nature whatsoever, and any expenses incidental to defense of and by the Lessor therefrom, for injury to or death of persons, or loss or damage to property occurring on the leased premises or on the adjoining sidewalks, streets, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the Lessee's use and occupancy or disuse of the leased premises, or any part thereof, or the conditions thereof, or of the adjoining sidewalks, streets, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the leased premises, or any part thereof, by any tenant holding under the Lessee or any person or persons invited, suffered, or permitted by the Lessee to go, or be in or upon said premises or said sidewalks, streets, alleys or ways, or growing out of or in connection with any construction, alteration, addition or improvement carried on by the Lessee or any tenant of the Lessee, or any such person or persons on the leased premises

ARTICLE VIII

Fire Insurance

The Lessee covenants and agrees, at its sole cost and expense, at all times during the term of this lease to keep the buildings or improvements now on the leased premises or hereafter constructed or erected thereon, and every reconstruction or replacement thereof or substitution therefor, insured against loss by fire with extended coverage in an amount equal to not less than eighty per cent (80%) of the full insurable value thereof, exclusive of foundation, and with appropriate co-insurance clauses, if any. All of the insurance herein provided for shall be obtained from and carried with such responsible insurance companies or insurance carriers as may be authorized or permitted by law to carry such insurance, and as shall be acceptable to the Lessor. All of said policies shall be so issued as to cover and insure all of the several interests of the Lessor and of the Lessee and shall be so written that in case of loss or damage the proceeds of such insurance shall be and shall become payable to the Lessor to be held, except as hereinafter specified, as security for the performance by the Lessee of its agreement to repair, rebuild or reconstruct any and every injury or damage to or destruction of the buildings or improvements upon the leased premises, or replacements thereof, or substitutes therefor

If the Lessee shall with reasonable diligence (subject to causes of delay beyond its control) proceed with the repair or rebuilding of any and all injury or damage to the buildings then located on the leased premises, all proceeds of fire insurance collected by the Lessor shall be paid by the Lessor to the Lessee in four (4) equal instalments during such work, the first instalment to be paid when one-quarter (¼) in value of such repair or rebuilding has been made, another instalment when one-half (½) in value of such repair or rebuilding

has been made, another instalment when three-quarters (¾) in value of said repair or rebuilding has been made, and all of the balance of said money, including any surplus, shall be paid to the Lessee or its order when such repair or rebuilding shall have been completed and the completed building is free of any and all possibility of liens for or on account of any of the work done or services rendered, or supplies or materials furnished therein or therefor, it being understood and agreed that all costs in excess of the insurance proceeds shall be paid by the Lessee; provided, however, that the Lessor may, at its option, apply and pay the aforesaid proceeds of insurance that may come into its possession directly upon any contract, claim or demand for work, labor, services, supplies or materials used, furnished or performed in any such repair or rebuilding

All of such repairs and rebuilding shall be done under the supervision of a specified and regularly licensed architect who shall be approved of in writing by the Lessor and Lessee, and no instalment of the aforesaid insurance money shall be paid to the Lessee or its order until there has been filed with the Lessor a statement of the architect to the effect that the required pro rata proportion of such repair or rebuilding as above provided has been actually made, and, as to all payments after the first payment, that an amount equal to all insurance moneys previously collected by the Lessee from the Lessor has been actually expended by the Lessee toward the cost of such repair or rebuilding

The policy or policies evidencing all insurance which the Lessee is required to provide and maintain in effect hereunder shall be delivered to the Lessor from time to time as issued, and should the Lessee fail to provide, maintain or pay for any of the insurance hereinbefore provided for, or the required amount thereof, the Lessor, at its option, may procure such insurance, and any sums paid out by the Lessor

for any such insurance shall be repaid by the Lessee to the Lessor on the first day of the calendar month next ensuing after payment thereof by the Lessor, together with interest thereon at seven per cent (7%) per annum from the date of payment by the Lessor until repaid by the Lessee.

It is further understood and agreed by and between the parties hereto that the foregoing provisions with reference to said insurance are subject to the following proviso or modification, to-wit In case the Lessee shall encumber or mortgage the leasehold estate hereby created it shall be entitled, so long as any such encumbrance or mortgage shall continue in force, to have fifty per cent (50%) in amount of the insurance on the buildings on said leased premises made payable to the mortgagee or trustee under such mortgage or encumbrance; provided, such insurance so payable to such mortgagee or trustee shall be deposited with a responsible trust company of Illinois or Minnesota, and further provided that each and every mortgage or trust deed made in connection with any such mortgage or encumbrance shall in every case provide, 1st. that all insurance moneys received upon all policies for such insurance held thereunder shall be applied and paid out on architect's certificates from the architect in charge of such repairing or rebuilding towards the cost of repairing or rebuilding the buildings now or then situated on the leased premises or constructing new buildings on the leased premises, as the case may be, in accordance with the provisions of this lease, and shall be the insurance money first to be so applied and paid out, and 2nd. that in case the buildings at any time situated on the leased premises shall not be repaired or rebuilt, or new buildings constructed on the leased premises in place thereof, in accordance with all the terms and requirements of this lease, that then and in such case all such insurance moneys in the hands of such mortgagee or trustee thereunder or subsequently collected by such mortgagee or trustee shall be immediately paid over to the Lessor

under this lease as its own money, free and clear from any rights or interest therein on the part of all parties other than the Lessor And the Lessee covenants and agrees that it will not execute any mortgage or other encumbrance on the leasehold estate hereby created under which the mortgagee or trustee acquires any interest in said insurance, except upon the terms and conditions herein set forth.

It is further covenanted and agreed by and between the parties hereto that in case the Lessee shall mortgage or encumber the leasehold estate hereby created, then and in any such event in case of the destruction, loss or damage by fire or otherwise of or to the said building or buildings at such time standing upon the leased premises, and in the further event that the Lessee shall fail and neglect promptly to begin the work of repairing or rebuilding the building or buildings so damaged, or shall fail to begin the erection of a new building or buildings within three (3) months after such destruction, loss or damage, the mortgagee or trustee under said mortgage or trust deed shall have and is hereby given the right to repair or rebuild the said building or buildings or build a new building or buildings, and in such event the said mortgagee or trustee shall be entitled to the benefit of any and all insurance moneys collected by reason of such fire or other damage, to be paid out to the said mortgagee or trustee in the same manner and to the same extent in any particular as if the said mortgagee or trustee were the lessee under this lease.

After any termination of this lease or the rights of the Lessee hereunder, all insurance proceeds in the hands of the Lessor and all insurance proceeds thereafter received by the Lessor under any policy or policies of insurance shall be the sole and exclusive property of the Lessor.

ARTICLE IX

Destruction of Premises Does Not Terminate Lease

It is mutually covenanted and agreed that damage to or destruction of any portion or all of the buildings, structures or fixtures upon the leased premises by fire, the elements or any other cause whatsoever, whether or not without fault on the part of the Lessee, shall not terminate this lease or entitle the Lessee to surrender the leased premises or entitle the Lessee to any abatement of or reduction in rent payable by the Lessee hereunder, or otherwise affect the respective obligations of the parties hereto, any law to the contrary notwithstanding Furthermore, if the use of the leased premises for any purpose should at any time during the term of this lease be prohibited by law or ordinance or other Governmental authority, or be prevented by injunction or other local interference by any private person, firm or corporation, this lease shall not be thereby terminated, nor shall the Lessee be entitled by reason thereof to surrender the leased premises or to any abatement or reduction in rent, nor shall the respective obligations of the parties hereto be affected

ARTICLE X

Use of Premises

The leased premises shall be used only and exclusively for proper and legitimate purposes The Lessee shall not use nor suffer nor permit any person to use the leased premises, or any part thereof, for any extra hazardous purpose, nor for any purpose or use in violation of the laws of the United States or the State of Minnesota or of the ordinances of the County of Hennepin or the Municipality of Hopkins, or any other political subdivision applicable thereto, nor for any immoral or unlawful purposes whatsoever.

The Lessee shall have the right and privilege of erecting, installing, displaying, inscribing, painting or fixing any and all signs, pictures and advertising matter in the interior or on the exterior of the leased premises, as it, in its judgment, shall deem necessary in the operation of its business in and on the leased premises and as shall not be in violation of any law, ordinance or Governmental regulation applicable thereto.

The Lessor shall not be liable for any encroachment of any present or future building either on the property hereby leased or on any property adjacent to or in the vicinity of the leased premises, and the Lessee agrees to indemnify and save harmless the Lessor from and against any and all liability, penalties, damages, expenses and judgments whatsoever on account of the location of any building, wall or other structure on or partly on the leased premises.

ARTICLE XI

Condemnation

Should the leased premises, or any part or parcel thereof or interest therein, be taken or condemned for a public or a quasi public use (herein sometimes referred to as "such condemnation"), then the entire proceeds of or amount allowed or awarded to compensate for such condemnation, whether allowed or awarded to the Lessor or to the Lessee, including any interest received thereon (sometimes herein referred to as "such condemnation proceeds"), shall, upon the receipt thereof, be paid over and delivered to and shall be held and dealt with by the Lessor in the following manner:

(1) Such condemnation proceeds shall be first applied in satisfaction and discharge of all assessments, if any, both principal and interest, levied on the leased premises, or any part thereof, for benefits resulting from the

improvements for which, or in conjunction with which, such condemnation was effected.

(2) Such condemnation proceeds remaining after payment of the assessments as above provided, to the extent necessary to pay the cost of the repair and restoration of injury to and destruction of buildings and improvements located on the leased premises resulting from such condemnation, which the Lessee is required to effect under the provisions of this lease, shall be paid to the Lessee or on the Lessee's order in the same manner and amounts and under the same conditions as are provided with respect to and as though such remaining condemnation proceeds constituted insurance proceeds as set forth in Article VIII hereof; provided, however, that in the case of the fourth and final instalment, the payment by the Lessor to the Lessee or on the Lessee's order shall be either the unused portion of such remaining condemnation proceeds or the unpaid balance of the cost of such repair and restoration, whichever is the lesser amount, it being understood that all cost of any such repair and restoration in excess of the amount of condemnation proceeds remaining after payment of the assessments as above provided shall be borne and paid by the Lessor; and

(3) The balance of such condemnation proceeds remaining after payment of the assessments as provided in subparagraph (1) above, and after payment of the cost of repair and restoration of the buildings and improvements located on the leased premises as provided in subparagraph (2) above, shall be and become the sole and exclusive property of and shall be released to the Lessor to its own use upon receipt by the Lessor of such condemnation proceeds or upon the completion of the repair or restoration of any injury and destruction of and to the buildings and improvements located on the leased premises, whichever is the latter in point of time.

Notwithstanding the foregoing provisions, the Lessor hereby covenants and agrees on the first day of each calendar month which shall follow the date on which any such con-

demnation proceeds shall become the sole and exclusive property of and shall have been released to the Lessor to its own use as above provided, to credit on account of and in reduction of the monthly rentals herein reserved and required to be paid by the Lessee to the Lessor as of the date of any such credit and reduction, the following:

(a) If such credit and reduction shall be made hereunder at any time prior to the last day of May, 1972, then the one-twelfth (1/12) part of six and five-tenths per cent (6.5%) of all such condemnation proceeds which shall have theretofore become the sole and exclusive property of and shall have been released to the Lessor to its own use as above provided; or

(b) If such credit and reduction shall be made hereunder at any time after the first day of June, 1972, then the one-twelfth (1/12) part of two per cent (2%) of all such condemnation proceeds which shall have theretofore become the sole and exclusive property of and shall have been released to the Lessor to its own use as above provided.

ARTICLE XII

Condition of the Leased Premises

The Lessee's taking possession shall be conclusive evidence as against the Lessee that the leased premises were in good order and satisfactory condition when the Lessee took possession. No promise of the Lessor to alter, remodel or improve the leased premises and no representation respecting the condition of the leased premises has been made by the Lessor to the Lessee except as contained herein.

ARTICLE XIII

Defaults

If one or more of the following events (herein called "defaults") shall happen and be continuing, namely:

(a) Default shall be made in the punctual payment of any rent herein agreed to be paid and such default shall continue for a space of fifteen (15) days;

(b) If the Lessee makes an assignment for the benefit of creditors;

(c) If the Lessee files a petition or answer in bankruptcy seeking reorganization under the Federal Bankruptcy Law or any other applicable statute;

(d) If an attachment or execution is levied upon the Lessee's property in or interest under this lease which is not satisfied or released, or the enforcement thereof stayed or superseded by an appropriate proceeding within thirty (30) days thereafter;

(e) If an involuntary petition in bankruptcy is filed against the Lessee, or if a receiver or trustee for all or any part of the property of the Lessee is appointed by order or decree of any court, and such involuntary petition is not withdrawn, dismissed or discharged, or the order or decree appointing such receiver or trustee shall have remained in force undischarged or unstayed for a period of ninety (90) days after the filing of such petition or the entry of such order or decree; or

(f) If the Lessee shall fail to perform or observe any other covenant, agreement or condition to be performed or kept by Lessee under the terms and provisions of this lease, and such failure shall continue for sixty (60) days after written notice thereof by the Lessor to the Lessee,

then and in any or either such event the Lessor shall have the right, at the option of the Lessor, then or at any time thereafter and while such default or defaults shall continue, to reenter and take complete and peaceful possession of the leased premises and declare this lease forfeited and the term thereof ended, and, with or without process of law, may remove all persons therefrom, and the Lessee hereby covenants in such event to peacefully and quietly yield up and surrender the leased premises to the Lessor and to execute and deliver

to the Lessor such instrument or instruments as will properly evidence termination of its rights hereunder or its interest therein, and as shall be required by the Lessor. In the event of any such default on the part of the Lessee and the forfeiture and termination of this lease by the Lessor, the Lessor shall be entitled to recover from the Lessee the worth at the time of termination of this lease of an amount equal to the then value of the excess, if any, of the aggregate of rent and charges equivalent to the rent reserved in this lease for the balance of the term hereof over the then reasonable rental value of the leased premises for the balance of said term, or, at the option of the Lessor, the Lessor may enter the leased premises as aforesaid and, as the agent of the Lessee, remove therefrom any property of the Lessee and may sub-let and re-let the leased premises or any part thereof from time to time for any unexpired part of the term hereof, and the Lessor may collect the rents therefor, applying the same first to the payment of expenses of such re-entry and re-letting and then to the payment of the rent due or to become due under this lease, and the Lessee hereby agrees to pay any deficiency therefor No such re-entry shall release the Lessee from its covenants to pay rentals and other charges provided for herein, and it is agreed that, except in so far as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing in law or in equity or by statute

In the event of the termination of this lease and the re-entry of the Lessor as aforesaid, the Lessee waives any and all rights to redeem said premises either given by any statute now in effect or hereafter effected, but the Lessor shall not be deemed to have terminated this lease or the liability of the Lessee to pay rent hereunder or its liability for damages by

any such entry or by any action in unlawful detainer or otherwise, unless the Lessor shall have notified the Lessee in writing that it has elected to terminate this lease

ARTICLE XIV

Lessee May Mortgage

It is expressly covenanted and agreed by and between the parties hereto that nothing in this lease contained shall be construed as restricting the right of the Lessee to mortgage its interest in the leased premises, and the Lessee is hereby expressly given the right to mortgage its interest in the leased premises by mortgage or mortgages or trust deed or trust deeds, and it is further mutually covenanted and agreed that any mortgagee or trustee in any such mortgage or trust deed and the holder or holders, owner or owners of the indebtedness secured by any such mortgages or trust deeds shall not become personally liable upon the covenants of this lease until such time as they or their assigns shall become the absolute owners of the leasehold estate created by this lease

In case the leasehold estate hereby created shall have been mortgaged by the Lessee, and if the Lessor shall have been notified in writing of any such mortgage or mortgages and of the name of the mortgagee or mortgagees and an address in the United States to which notices for such mortgagee or mortgagees may be sent or delivered, then so long as such mortgage or mortgagees shall remain unreleased of record and whenever notice of default is required by this lease to be given to the Lessee, notice of the Lessee's default in the performance of any of the terms of this Lease of the same kind and in the same manner and for the same length of time as is hereby required to be given to the Lessee shall also be given

to such mortgagee or mortgagees; and such mortgagee or mortgagees, if authorized by the Lessee, shall have the right (without being required so to do and without thereby assuming any of the terms of this lease) to make good such default, within the same time and in the same manner as the Lessee might make good the same The word "mortgagee" as used in this provision shall include a trustee under a trust deed in the nature of a mortgage

ARTICLE XV

Joint Consents

It is further covenanted and agreed by and between the parties hereto that neither the Lessor nor the Lessee will sign any petition, consent or other instrument in writing whereby any person or corporation other than the Lessee or those claiming under it shall directly or indirectly acquire the right to use or occupy any portion of any street or alley upon which any of the leased premises abut, or the space above or under the surface thereof, without the other party hereto joining in such instrument or consenting in writing to the execution thereof, it being agreed that in all cases where by law the consent or petition of the owner of the property in question is required for the purpose of any public grant whatever the joint consent of the Lessor and the Lessee in this instrument shall be necessary

ARTICLE XVI

Claims Against the City

It is understood by and between the parties hereto that in the event the County of Hennepin, or other governmental authority, shall make any improvements to any street upon which any of the leased premises abut, which may require

modifications and changes in the building situated on such leased premises, the Lessee will, at its expense, make such modifications and changes as may be required to comply with the ordinance of the County of Hennepin, or other Governmental Authority, or, in its judgment, may be desirable for the operation of such building It is further agreed that the Lessee shall be subrogated to the rights of the Lessor to collect any and all damages from the County of Hennepin, or other Governmental Authority, to the extent that the Lessee has spent or is required to spend on the leased premises, arising out of said action of said County, or such other Governmental Authority, and the Lessor will, upon request of the Lessee, execute an assignment of its said rights, and any and all other instruments necessary and proper to enable the Lessee to prosecute suits at law in its name or in the name of the Lessor, for the recovery of such damages, provided any such action or actions shall be wholly at the expense of the Lessee.

ARTICLE XVII

Assignments

The Lessee covenants and agrees that during the term of this lease it will not convey, assign or transfer this lease or any interest therein or thereunder without the written consent of the Lessor, which consent shall not be unreasonably withheld; provided, however, that this restriction shall not be applicable nor prevent the Lessee from merging or consolidating with any parent of the Lessee or with any other corporation or entity if the Lessee is the continuing corporation.

ARTICLE XVIII

Ownership and Possession Warranty

Provided the Lessee performs all of its covenants, agreements and obligations hereunder, the Lessor covenants that

the Lessee shall have the peaceful and quiet enjoyment of the leased premises throughout the term of this lease and so long as the Lessee is not in default hereunder, without let or hindrance on the part of the Lessor, and the Lessor does hereby warrant to defend the Lessee in the peaceful and quiet enjoyment of the leased premises against the lawful claim of all persons claiming by, through or under the Lessor.

ARTICLE XIX

Notices

Any notice provided for herein may be given by registered United States mail, postage prepaid, addressed to the Lessor, as follows

The Northwestern Mutual Life Insurance Company,
720 East Wisconsin Avenue,
Milwaukee 2, Wisconsin,
c/o Mortgage Loan Department

if to the Lessee, as follows.

National Tea Co,
Excelsior Avenue and
Interlachen Road,
Hopkins, Minnesota.

Each party shall have the right to specify as its proper address any other address in the United States of America by giving to the other party at least fifteen (15) days' written notice thereof.

ARTICLE XX

Holding Over by Lessee

If the Lessee holds over or remains in the possession or the occupancy of the leased premises after the expiration of the

term of this lease or after any sooner termination thereof by the Lessor, pursuant to the provisions hereof, without any written lease of the leased premises being actually made and entered into by the Lessor and the Lessee, such holding over or continued possession or occupancy, if rent is paid by the Lessee and accepted by the Lessor for or during any period of time it so holds over or remains in possession or occupancy, shall create only a tenancy from month to month at the last monthly rental and upon the terms (other than length of term) herein specified, which may at any time be terminated by either the Lessor or the Lessee giving to the other thirty (30) days' written notice of such intention to terminate the same.

ARTICLE XXI

Waivers

Except to the extent that the Lessor may have otherwise agreed in writing, no waiver by the Lessor of any breach by the Lessee of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any forbearance by the Lessor to seek a remedy for any breach by the Lessee be deemed a waiver by the Lessor of its rights or remedies with respect to such breach.

ARTICLE XXII

Termination

At the termination of this lease for any cause, the Lessee and the tenants and sub-tenants under the Lessee, and any and all persons holding or claiming under the Lessee, shall surrender possession of the leased premises and all buildings

LEASE SUMMARY

LOCATION	1201 West Larpenteur Avenue Roseville, Minnesota
DATE	September 15, 1989
LESSOR	Reinhart Real Estate Group, Inc
TENANT	Gateway Development Co , Inc.
TERM	20 years, commencing September 15, 1989 and expiring September 14, 2009, with two options to extend for additional periods of five years each
FIXED ANNUAL RENTAL	$331,895 00 during the initial 20-year period. The annual rental during each of the extended periods shall be the greater of the rent for the initial 20-year term and the then current fair market rental value of the premises
FIXED MONTHLY RENTAL	$27,657.92 durıng the initial 20-year term and equal monthly installments of the adjusted fixed annual rent during the extended periods
USE	Tenant may use the premises for any lawful purpose.
REAL ESTATE TAXES	Paid by Tenant
UTILITIES	Paid by Tenant
MAINTENANCE AND REPAIR	Tenant has responsibility for making all repairs, both structural and non-structural.
INSURANCE	Tenant maintains, at its expense, a comprehensive general liability policy with limits of not less than $3,000,000 for injury to one person, $5,000,000 for injury to more than one person as a result of one accident, and $1,000,000 for property damage Lessor has the right to increase these limits during the term of the lease if Lessor reasonably deems them to be inadequate Lessor is to be named as an additional insured and provided a certificate of insurance. Lessor maintains fire and casualty insurance on the building at Tenant's expense. Lessor may also, at Tenant's expense, procure use and occupancy insurance in the amount of up to one year's rental. Lessor shall provide certificates of all such insurance to Tenant.

ALTERATIONS AND ADDITIONS

Tenant may construct improvements on the premises or make additions or alterations to the premises without the consent of Lessor, provided that such work does not impair the structure of the premises or diminish the value of the premises

ASSIGNMENT AND SUBLETTING

Tenant may assign the lease or sublet the premises without Lessor's consent. No assignment or subletting will relieve Tenant of any obligations

LEASE

dated as of September 15, 1989

between

REINHART REAL ESTATE GROUP, INC. as Lessor

and

GATEWAY DEVELOPMENT CO , INC. as Tenant

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ARTICLE XXV

Headings

The various headings and numbers herein and the grouping of the provisions of this lease into separate articles and paragraphs are for the purpose of convenience only.

In Witness Whereof, the Lessor has caused these presents to be signed by its Vice President and attested by its Assistant Secretary, and the Lessee has caused these presents to be signed by its Vice President and attested by its Secretary, and the respective corporate seals to be hereto affixed, the day and year first above written

The Northwestern Mutual Life Insurance Company, a Wisconsin Corporation,

In the presence of:

E. H. White

Rachel Bluem

By P K Robinson
Vice President

Attest

D. Armstrong
Assistant Secretary

National Tea Co,
a Delaware Corporation,

In the presence of:

J. B. Cleaver

E. H. White

By Arthur J. Hansen
Vice President

Attest:

J. J. Vellee
Secretary

For Value Received, the undersigned, National Tea Co, a corporation of Illinois, holder and owner of all of the issued and outstanding capital stock of National Tea Co., a corporation of Delaware, and lessee in the within and foregoing lease, hereby and unconditionally guarantees the payment of the rent and the performance of the covenants, agreements and undertakings by National Tea Co, a corporation of Delaware, lessee as aforesaid, covenanted and agreed in the manner and form as in said lease provided

In Witness Whereof, the undersigned, National Tea Co., a corporation of Illinois, has caused these presents to be signed by its President and attested by its Secretary and its corporate seal to be hereunto affixed this 21st day of November, 1947.

National Tea Co,
a corporation of Illinois

In the presence of:

J. B. [illegible]

E. H. White

By N. V. McNamara
President

Attest

[illegible] Russell
Secretary

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } ss:

On this 21st day of November, 1947, before me, a Notary Public within and for said County, personally appeared .... P. K. Peterson ..... and R. L. Armstrong ....., to me personally known, who, being each by me duly sworn, did say that they are, respectively, the Vice President and the Assistant Secretary of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a corporation of Wisconsin, and that the seal of said corporation affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees, and said P. K. Peterson ..... and R. L. Armstrong ..... acknowledged said instrument to be the free act and deed of said corporation.

Margaret Kalchofer
Notary Public, Milwaukee County, Wisconsin.

My Commission Expires May 20, 1951.

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

On this 21st day of November, 1947, before me, a notary Public within and for said County, personally appeared ARTHUR J. HANSEN and S. J. WALLEN, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the Vice President and the Secretary of NATIONAL TEA Co., a corporation of Delaware, and that the seal of said corporation affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ARTHUR J. HANSEN and S. J. WALLEN acknowledged said instrument to be the free act and deed of said corporation.

Herbert W. Rogers
Notary Public, Hennepin County, Minnesota.

My Commission Expires .....

HERBERT W. ROGERS
Notary Public Hennepin County Minn
My Commission Expires Jan. 31, 1948.

EXHIBIT A

That part of Lots 75 and 76, Auditor's Subdivision Number 239, Hennepin County, Minnesota, described as follows, to-wit: Commencing at the Northeast corner of said Lot 75; thence Southwesterly along the Northerly line of said Lot 75 a distance of 592 17 feet to a point 535 0 feet West of, measured at right angles to, the East line of said Lot 75, thence South 1081 95 feet parallel with the East line of said Lots 75 and 76 to the South line of said Lot 76, thence Easterly along the South line of said Lot 76 a distance of 536 18 feet to the Southeast corner of said Lot 76; thence North 1300 42 feet along the East line of Lots 75 and 76 to the point of beginning

LIST OF EXHIBITS TO

GATEWAY HOPKINS WAREHOUSE-GATEWAY DEVELOPMENT CO SUBLEASE

Exhibit A	Prime Sublease between National Tea Co. and Gateway Hopkins Warehouse, Inc.
Exhibit B	Prime Lease between Northwestern Mutual Life Insurance Company and National Tea Co.
Exhibit C	Third Party Subleases
Exhibit D	Assignment Agreement re: Assignment of Third Party Subleases
Exhibit E	List of Personal Property and Supplies to be Purchased by Tenant

[109304E]

EXHIBIT C

Third Party Subleases

1. Sublease dated November 2, 1987 between Gateway Hopkins Warehouse, Inc. and Continental Baking Company

2 Sublease dated June 24, 1988 between Gateway Hopkins Warehouse, Inc. and Fraser & Mount, P.A.

3 Sublease dated January 1, 1988 between Gateway Hopkins Warehouse, Inc. and Northland Aluminum Products, Inc.

4. Month-to-month sublease between Gateway Hopkins Warehouse, Inc. and Powell Candy Company

5. Month-to-month sublease between Gateway Hopkins Warehouse, Inc. and Professional Instruments

6. Sublease dated August 9, 1985 between Gateway Hopkins Warehouse, Inc. and Sidex International Furniture Corp.

7 Month-to-month sublease between Gateway Hopkins Warehouse, Inc. and Sports Kiosks, Inc

[263208C]

EXHIBIT D

SUBLEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Sublease Assignment and Assumption Agreement is made as of this ___ day of _____, 1990, by and between GATEWAY HOPKINS WAREHOUSE, INC. ("Assignor") and GATEWAY DEVELOPMENT CO , INC. ("Assignee").

Recitals:

Assignor is the sublessor under the sublease described on attached Exhibit A (the "Sublease") in regard to a portion of the premises located at 1515 Excelsior Boulevard, Hopkins, Minnesota, legally described on attached Exhibit A (the "Premises"). By agreement dated on even date herewith, Assignor has subleased the Premises to Assignee (the "Gateway Sublease"). Assignor now desires to assign its interest in the Sublease to Assignee and Assignee desires to assume Assignor's obligations under the Sublease.

Accordingly, in consideration of the agreements and undertakings hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Subject to the terms of this agreement, Assignor hereby grants, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to the Sublease effective as of the date hereof. Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be performed or observed from and after the date hereof by the sublessor under the Sublease.

2. Assignee agrees to indemnify Assignor and hold Assignor harmless with respect to any expense or liability of any type including, but not limited to, reasonable attorneys' fees which Assignor may incur as a result of a breach or default by Assignee of the obligations assumed hereunder.

3 In the event the Gateway Sublease expires or is terminated for any reason, this assignment shall contemporaneously terminate and the interest assigned hereunder shall thereupon be assigned to Assignor without further action by either party. Assignee shall execute any documents requested by Assignor to effectuate such assignment.

4. Assignee agrees to forward promptly to Assignor a copy of any notice which Assignee gives to or receives from the sublessee under the Sublease with respect to any matter affecting the rights or obligations of Assignor under the Sublease.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first above written.

GATEWAY HOPKINS WAREHOUSE, INC

By:_____

GATEWAY DEVELOPMENT CO., INC.

By:_____

263202G

EXHIBIT E

Gateway Hopkins Warehouse
1501 Excelsior Avenue East Hopkins, Minnesota 55343
(612) 938-7668 or (612) 931-1100
Mailing Address:
P.O. Box 1957 La Crosse, Wisconsin 54602-1957

TOOL INVENTORY
OF GATEWAY HOPKINS
WAREHOUSE AS OF 3-30-90
TAKEN BY KEN CARLSON

Three Electric Welders & Equipment

B & D Impact Wrench & Sockets

Mikita Cordless Drill & Screw Gun

Ram Set Roto Hammer & Bits

Milw. Saws All W/Blades

Skil Worm Drive Skil Saw

Skil Direct Drive

Assorted Blades

D & D Commercial Radial Arm Saw

Craftsman Table Saw

Milw. Hammer Drill W/Bits

B & D Sabre Saw

Craftsman Router

Amp Meter Tester

Refrigeration Gauges & Hoses

B & D Screw Gun

1/2 HP Drill Press

Gas Welder & Cutting Torch W/Tanks

Miscellaneous Hand Tools

Two Bench Grinders

Power Hack Saw

Dual Band Saw W/Blades

Man Lift CO2 Power

Yale Fork Lift (Old) Three Year Old Battery

Baker Fork Lift

Two B & D Hand Drills

Tennent Floor Sweeper

Tennent Floor Scrubber

Pipe Threader W/Die's & Cutter

Toro Lawn Mower P/Drive

Toro Snow Blower

Hilti Fastening System Complete

Portable Sidewinder Grinder

Grayco Grease Gun Filler (CO2)

Boiler Tube Cleaner W/Vacuum Attachments

Utility Pump

Rodent Black Lite

TOTAL: $16,000.00

4/13/90

LEASE

dated as of April 16, 1990

between

GATEWAY HOPKINS WAREHOUSE, INC., as Lessor

and

GATEWAY DEVELOPMENT CO., INC., as Tenant

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DATA SHEET

LESSOR. Gateway Hopkins Warehouse, Inc.
c/o Reinhart Companies
201 Main Street
Suite 800
P. O. Box 2228
La Crosse, WI 54602-2228

TENANT: Gateway Development Co , Inc.
1637 St James Street
P. O. Box 1957
La Crosse, WI 54601

TERM. Commencing April 16, 1990 and terminating March 31, 2005, unless terminated earlier as provided herein

RENTAL Twelve Thousand Six Hundred Sixty-four Dollars ($12,664.00) per year, payable in monthly installments of One Thousand Fifty-five and 33/100 Dollars ($1,055 33) in advance

LEASED PREMISES: As described on attached Exhibit A.

1. Lease of Leased Premises Lessor is the owner of certain property legally described on Exhibit A (the "Leased Premises") Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein

2 Term. The term of this Lease shall be as set forth on the Data Sheet, provided, however, that in the event the sublease between Lessor and Tenant, dated an even date herewith, for premises adjoining the Leased Premises is terminated for any reason, this Lease shall also terminate effective the date on which such sublease terminates.

3. Rental Payments The Tenant agrees to pay the rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

4 Compliance With Law. (a) Tenant shall obey, observe and promptly comply with all rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

5. Use. Tenant shall use the Leased Premises during the term hereof for the purposes of parking and vehicular access for shipping and receiving activities. Such use shall not be changed without the express written consent of Lessor.

6. Taxes and Assessments (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during any calendar year containing any portion of a Lease Year (the "Taxes"). Taxes due and payable during a calendar year containing less than a full Lease Year shall be prorated and paid accordingly.

(b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes, Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest, (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof. Lessor shall not be obligated to make, join in or be a party to any protest or objection to any law, order, proceeding or determination, but shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor All of Lessor's costs and expenses relating thereto shall be paid by Tenant

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment by Lessor. In any such event, the legality and validity of any such payment by Lessor, and the regularity of all proceedings had in respect thereof or toward the enforcement thereof, shall be conclusively deemed to exist for the purpose of this paragraph

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7. Maintenance and Repair Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs without incurring liability to Tenant for any loss or damage that may accrue to Tenant or Tenant's business by reason thereof If Lessor makes such repairs, Tenant shall pay to Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

8. Insurance; Indemnification. (a) Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased

Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage. In the event Lessor deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor

(b) Tenant agrees to protect and save Lessor harmless and indemnified against and from any penalty, damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Tenant or those holding under Tenant. Tenant further agrees to protect, indemnify and save Lessor harmless from and against (i) any and all claims, and against any and all loss, damage, expenses, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Lessor arising out of any failure of the Tenant in any respect to comply with and perform all of the requirements and provisions of this Lease, and (ii) against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of the Tenant, its agents, employees and invitees, occurring on the Leased Premises or on the adjoining sidewalks, streets, alleys or ways, in any manner directly or indirectly growing out of or in connection with the use or occupancy of the Leased Premises, or any part thereof, or any improvements now or hereafter located thereon by the Tenant or any person holding under the Tenant, or any easements appurtenant thereto or to which such Leased Premises may be subject

(c) Anything in this Lease to the contrary notwithstanding, neither Lessor nor Tenant shall be liable to the other for any loss or damage to property or injury to or death of persons occurring on the Leased Premises or the adjoining properties, parking areas, sidewalks, streets, alleys or passageways, caused by the negligence or fault of Lessor or Tenant or of their respective agents, employees, subtenants, licensees, assignees or invitees, to the extent that such loss or damage to property or injury to or death of persons is covered or indemnified by insurance carried by the other party, regardless of whether such insurance is payable to or protects Lessor, Tenant or both, or for which such party is otherwise reimbursed. Lessor and Tenant each respectively hereby waive all right of recovery against the other, its agents, employees, subtenants, licensees, assignees or invitees for any such loss or damage to property or injury to or death of any persons to the extent the same is covered or indemnified by proceeds received from any such insurance or for which reimbursement is otherwise received Lessor and Tenant agree to cause their respective insurance policies to contain provisions reflecting the waivers of subrogation described in this paragraph.

9. Additions, Changes, Alterations and Demolition Tenant shall not construct improvements upon the Leased Premise without the written consent of Lessor. Any permitted work shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or

arising because of any work thereon. Any improvements upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted.

10 Entry for Inspection Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not unreasonably interfere with the business of Tenant. Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

11 Warranty of Quiet Possession. Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof

12. Assignment and Subletting. Tenant shall not assign this Lease nor sublet or license the use of any portion of the Leased Premises without the prior written consent of Lessor which will not be unreasonably withheld. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder. Tenant shall not mortgage or otherwise encumber its leasehold interest hereunder without the prior written consent of Lessor.

13. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property or for Tenant's moving expenses, provided Lessor's award is not thereby diminished.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor shall have the right to terminate this Lease if in the sole judgment of Lessor the premises remaining are such that their continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property or for Tenant's moving expenses, provided Lessor's award is not thereby diminished.

14. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for five (5) days after Lessor has mailed to Tenant written demand for payment;

(2) The making by Tenant of an assignment for the benefit of its creditors;

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises;

(5) The taking of any action for the voluntary dissolution of Tenant or of its consolidation with or merger into another corporation,

(6) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not promptly removed;

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within thirty (30) days after the institution of said proceedings,

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant; or

(9) Any event constituting a default under the sublease described in Section 2 hereof.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises, or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above

(1) Lessor shall have the right to lease the Leased Premises or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements on the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be

applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account.

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession of the Leased Premises to Lessor, and failing so to do, will be liable to Lessor for any damages suffered by Lessor as a result of Tenant's failure to so yield possession of the Leased Premises

(e) Nothing contained in this section 14 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

15. Abandonment of Tenant's Property. If Tenant fails to remove any property belonging to it within ten (10) days after the termination of this Lease (whether by lapse of time or otherwise) the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

16. Enforcement Costs. Tenant shall pay all costs, attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease

17. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

18. Surrender at Termination. At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant

19. Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental.

20. Subordination; Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments

21. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of ten percent (10%) per annum

22. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

23. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions The laws of the state in which the Leased Premises are situated shall govern the validity, performance and enforcement of this Lease The headings of the several articles contained herein are for convenience only and do not define, limit or construe the con-

tents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease Time is of the essence as to all provisions of this Lease.

24. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

25. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

26. No Partnership. This Lease does not create a joint venture or partnership relationship between the parties hereto

27 Authority. Tenant hereby warrants and represents to Lessor that the individuals executing this Lease on behalf of Tenant have full right and authority to do so. Tenant further warrants and represents to Lessor that Tenant's execution of this Lease is pursuant to a resolution of Tenant's board of directors

28 Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

29. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

30. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant.

31. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the

earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease.

32 Lease Year. "Lease Year" means a period of twelve (12) consecutive calendar months, the first full Lease Year commencing on the first day of the month of the term hereof. Each portion of the term of this Lease which is less than a Lease Year shall be deemed a partial Lease Year.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR

GATEWAY HOPKINS WAREHOUSE, INC

By: _____ PRESIDENT

Attest: _____ SECRETARY

TENANT.

GATEWAY DEVELOPMENT CO , INC

By: _____ PRESIDENT

Attest: _____ ASSISTANT SECRETARY

[263208F]

EXHIBIT A

That part of Lots 75 and 76 in Auditor's Subdivision Number 239, Hennepin County, Minnesota lying between two lines which are parallel with and distant respectively 535 feet and 635 feet West, measured at right angles, from the East line of said Lots 75 and 76, except the northwesterly 30 feet of Lot 75 and except that part heretofore taken for highway purposes, as shown in Document No. 4414044, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

SUBLEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Sublease Assignment and Assumption Agreement is made as of this 16th day of April, 1990, by and between GATEWAY HOPKINS WAREHOUSE, INC. ("Assignor") and GATEWAY DEVELOPMENT CO., INC. ("Assignee").

Recitals:

Assignor is the sublessor under the subleases described on attached Exhibit A (the "Subleases") in regard to a portion of the premises located at 1515 Excelsior Boulevard, Hopkins, Minnesota, legally described on attached Exhibit B (the "Premises"). By agreement dated on even date herewith, Assignor has subleased the Premises to Assignee (the "Gateway Sublease"). Assignor now desires to assign its interest in the Subleases to Assignee and Assignee desires to assume Assignor's obligations under the Subleases.

Accordingly, in consideration of the agreements and undertakings hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1 Subject to the terms of this agreement, Assignor hereby grants, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to the Subleases effective as of the date hereof. Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be

performed or observed from and after the date hereof by the sublessor under the Subleases.

2. Assignee agrees to indemnify Assignor and hold Assignor harmless with respect to any expense or liability of any type including, but not limited to, reasonable attorneys' fees which Assignor may incur as a result of a breach or default by Assignee of the obligations assumed hereunder.

3 Assignor agrees to indemnify Assignee and hold Assignee harmless with respect to any expense or liability of any type including, but not limited to, reasonable attorneys' fees which Assignee may incur as a result of a breach or default by Assignor under the Subleases accruing prior to the date of this Agreement.

4 In the event the Gateway Sublease expires or is terminated for any reason, this assignment shall contemporaneously terminate and the interest assigned hereunder shall thereupon be assigned to Assignor without further action by either party. Assignee shall execute any documents requested by Assignor to effectuate such assignment.

5. Assignee agrees to forward promptly to Assignor a copy of any notice which Assignee gives to or receives from any sublessee under the Subleases with respect to any matter affecting the rights or obligations of Assignor under the Subleases

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first above written.

GATEWAY HOPKINS WAREHOUSE, INC.

By: Gerald E Carlby
SECRETARY

GATEWAY DEVELOPMENT CO., INC

By: William C Jameson
William C. Jameson
Vice President & Treasurer

EXHIBIT A

1 Sublease dated November 2, 1987 between Gateway Hopkins Warehouse, Inc. and Continental Baking Company

2. Sublease dated June 24, 1988 between Gateway Hopkins Warehouse, Inc. and Fraser & Mount, P A.

3. Sublease dated January 1, 1988 between Gateway Hopkins Warehouse, Inc. and Northland Aluminum Products, Inc.

4. Month-to-month sublease between Gateway Hopkins Warehouse, Inc. and Powell Candy Company

5. Month-to-month sublease between Gateway Hopkins Warehouse, Inc. and Professional Instruments

6 Sublease dated August 9, 1985 (and amended June 30, 1989) between Gateway Hopkins Warehouse, Inc. and Sidex International Furniture Corp.

7. Month-to-month sublease between Gateway Hopkins Warehouse, Inc. and Sports Kiosks, Inc.

8. Month-to-month sublease between Gateway Hopkins Warehouse, Inc. and Jerry Hamman Trucking.

EXHIBIT B

That part of Lots 75 and 76, Auditor's Subdivision Number 239, Hennepin County, Minnesota, described as follows, to-wit: Commencing at the Northeast corner of said Lot 75; thence Southwesterly along the Northerly line of said Lot 75 a distance of 592.17 feet to a point 535.0 feet West of, measured at right angles to, the East line of said Lot 75; thence South 1081.95 feet parallel with the East line of said Lots 75 and 76 to the South line of said Lot 76; thence Easterly along the South line of said Lot 76 a distance of 536.18 feet to the Southeast corner of said Lot 76; thence North 1300.42 feet along the East line of Lots 75 and 76 to the point of beginning.

Hennepin County, MN

HENNEPIN COUNTY TREASURER
A600 Government Center
Minneapolis MN 55487- 0060

Property Tax Information

The Hennepin County Property Tax web database is updated daily (Monday - Friday) at approximately 9 15 p m (CST)

Property ID No	19-117-21-14-0006 NON - HOMESTEAD
Property Address	8098 EXCELSIOR BLVD
Owner Name	GATEWAY HOPKINS WAREHOUSE
Taxpayer Name and Address	FLEMING COMPANIES INC %DELOITTE & TOUCHE M WELDON 120 6TH ST S

2003 TAXES	TAX	PENALTY	TOTALS
1st Half Tax (Due Date May 15th)	$122,026 08		
2nd Half Tax (Due Date October 15th)	$122,026 08		
Penalty		$9,957 33	
Total Payable	$244,052 16	$9,957 33	$254,009 49
Net Paid - YEAR TO DATE	$112,263 99	$9,762 09	$122,026 08
Total Due	$131 788 17	$195 24	$131 983 41

Property ID No 19-117-21-14-0006	**1st Half Tax Due through 09/02/2003**	☐	$9 957 33
Note. If you are using this page in lieu of Hennepin County payment stub to remit payment after printing the page please check the box in front of the payment amount that you are remitting	**2nd Half Tax Due through 10/15/2003**	☐	$122,026 08
	Total Due - 2003 Tax	☐	$131,983 41

There are no prior year taxes due on this property

605

Home | Services | Taxpayer Services | Assessor's Dept | Search by PID | Search by Address | Pay

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John A. Dalsin & Son, Inc
2830 South 20th Avenue
Minneapolis MN 55407
Phone: (612) 729-9334
Fax. (612) 729-9330
email. info@dalsin.com

Invoice Number: 32901

BILL TO:	JOB SITE.
Remhart Real Estate PO Box 1710 Eau Claire, WI 54701 Attn Mike Pritchard	Sugar Incentives 8000 Excelsior Bld Hopkins

Date	Customer Number	Job Number	Project Manager
07/31/2003	74320	36885	TH

Description of Work Completed

Billing#
Final

Repaired holes in flashing & caulked corner of building on 7/15/03

- Materials	34 41
- Labor 4 5 hours @ $90 00	405 00
- Truck charge	50 00

faxed to Gerry per Mike P for proof of claim purposes
8/6/03

OK MB 8-5-03.

Total Invoice Amount:	*Labor & Material*	**$489.41**

NET DUE ON RECEIPT *PLEASE SEND REMITTANCE COPY WITH PAYMENT*

A finance charge of 1 5%, 18% annual rate, will be charged on any unpaid balance

QUESTIONS? Call (612) 729-9334

Original Invoice

PAGE 3/10 * RCVD AT 8/25/2003 10.54 57 AM [Central Daylight Time] * SVR./3 * DNIS:8674 * CSID.7825084 * DURATION (mm ss) 03 54

C70
GENERAL CONTRACTOR

Construction 70, Inc
3113 Lynn Avenue South #200 • Minneapolis MN 55416
952-253-2100 • Fax 952-253-2101 • www.construction70.com

FAX TRANSMISSION COVER SHEET

Today's Date: June 2, 2003

To: Mike Pritchard

Company: Reinhart Companies

Fax Number: 715-836-8269

From Crystal Rundle

Subject. Rainbow - Hopkins, MN

Total Number of Pages (including this cover sheet) 16

Original to be sent by regular mail Yes

Comments:

C70
GENERAL CONTRACTOR

Construction 70, Inc.
3113 Lynn Avenue South #200 • Minneapolis MN 55416
952-253-2100 • Fax 952-253-2101 • www.construction70.com

June 2, 2003

Mr Mike Pritchard
Reinhart Real Estate Group
201 Main Street, Suite 800
LaCrosse, WI 54602-2228

Re Rainbow Foods Corporate Headquarters
8000 Excelsior Blvd , Hopkins, MN
General Construction Proposal for Maintenance Improvements

Dear Mr Pritchard

We are pleased to submit the following Lump Sum Proposal amount to complete the General Construction of the Maintenance Improvements for the above referenced project

PROPOSAL DOCUMENTS

Our proposal is based on our conversations regarding scope of work, on site inspections, and previous experience with this type of construction

PROPOSAL AMOUNT

We propose to complete the General Construction for the lump sum amount of **TWO MILLION THREE HUNDRED TWENTY TWO THOUSAND NINE HUNDRED SIXTY SIX and NO/100's ($2,322,966 00)**

* Please refer to our Attachment "A" - Estimate General Summary for a line item breakdown of the aforementioned lump sum amount

SCHEDULE

Our proposal is based on a summer start and a 45-day construction schedule

CLARIFICATIONS

Our proposal includes the Clarifications listed in Attachment "B" dated June 2, 2003

CONCLUSION

Thank you for the opportunity to prepare this Lump Sum General Construction Proposal We would greatly appreciate your consideration of our firm to become a part of your team to successfully move forward on this project

Please give me a call if you have any questions or need additional information

Very truly yours,

CONSTRUCTION 70, INC.

Crystal Rundle

Crystal Rundle
Project Manager

C Jay Felder, Construction 70, Inc

Enclosures

Construction 70, Inc.

Cost Breakdown
For
Rainbow Foods Corporate Hdqtrs.

Report #1

Total Square Footage 0

NO.	SECTION	Material	Labor	Sub	Total Cost	$/S F
0100	General Conditions	16,200 00	9,375 00	-	25,575 00	#DIV/0!
0215	Landscape clean-up	-	-	850 00	850 00	#DIV/0!
0260	Paving	-	-	26,624 00	26,624.00	#DIV/0!
0300	Concrete	-	-	2,245 00	2,245 00	#DIV/0!
0450	Masonry Restore	-	-	1,950.00	1,950 00	#DIV/0!
0550	Misc Metals	1,200 00	-	-	1,200 00	#DIV/0!
0750	Membrane Roofing	-	-	998,000.00	998,000 00	#DIV/0!
0790	Caulking/Sealants	-	-	2,120.00	2,120 00	#DIV/0!
0836	Overhead Doors	-	-	20,100.00	20,100.00	#DIV/0!
0931	Ceramic Tile	-	-	1,100.00	1,100 00	#DIV/0!
0950	Acoustical Clgs	-	-	250.00	250 00	#DIV/0!
0990	Painting/Wall Covr	-	-	76,800 00	76,800 00	#DIV/0!
1025	Firefight'g Device	-	-	Existing	-	#DIV/0!
1040	Identifying Device	-	-	By Owner	-	#DIV/0!
1185	Dock Equipment	-	-	46,700 00	46,700 00	#DIV/0!
1550	Fire Sprinkler	-	-	Existing	-	#DIV/0!
1580	H V.A.C	-	-	724,435 00	724,435 00	#DIV/0!
1600	Electrical	-	-	284,400 00	284,400 00	#DIV/0!
	Contingency	-	-	-	-	#DIV/0!
SUBTOTALS:		17,400 00	9,375 00	2,185,574 00	2,212,349.00	#DIV/0!
CONTRACTOR'S FEE:					110,617 00	#DIV/0!
TOTAL ESTIMATE.					2,322,966.00	#DIV/0!
Notes:						
	Subtotal Proof	TRUE				

ATTACHMENT "B"

Rainbow Foods Corporate Headquarters
Hopkins, MN

CLARIFICATIONS
June 2, 2003

Our proposal includes the following Clarifications

General Conditions $25,575 00

- General Conditions includes permits, supervision, laborer, temporary phone, portable toilets, small tools and equipment, debris removal, general clean-up of our construction areas, necessary barricades and protection
- General Conditions does not include temporary utilities, final detail cleaning, builder's risk insurance, architectural or engineering fees
- Asbestos removal is not included If asbestos becomes an issue, Construction 70, Inc will assist the Owner with subcontractor selection and scope of work for necessary asbestos removal

Paving $26,624 00

- Paving includes 1-1/2" black top overlay and re-striping of east and west front office parking lots

Landscaping $850 00

- Landscaping includes general clean-up of existing landscape
- Landscaping does not include any new or replacement of plant materials, rock, mulch or sod

Concrete & Masonry $4,195 00

- Concrete includes necessary removal and replacement of damaged concrete at dock #12, concrete block restoration for new overhead door, concrete support at east dock, sidewalk repair at east parking lot, concrete fill for one bollard replacement at Wellington dock area, and miscellaneous concrete block restoration at northwest side of warehouse
- Masonry includes necessary removal and restoration of brick at east dock, and miscellaneous mortar repair to building front around windows
- Concrete does not include concrete parking lot or interior concrete repair other than stated above
- Masonry does not include brick tuck pointing or replacement other than the east dock area

ATTACHMENT "B" (Continued)
Rainbow Foods Corporate Headquarters
CLARIFICATIONS
June 2, 2003

Miscellaneous Metals **$1,200 00**

- Miscellaneous metal includes one pipe handrail at the east parking lot dock entrance

Roofing **$998,000 00**

- Roofing includes removal of roofing system down to the existing insulation, remove expansion joints and install metal plate fastened on one side, remove obsolete roof penetrations and patch roof deck as required, loose lay one ply of 45 mil EPDM, reinstall ballast and provide extra ballast to obtain 10lbs per square foot coverage, flash in all roof penetrations, and install new 24 gauge pre-finished sheet metal at outside perimeter
- Roofing also includes subcontractor two (2) year warranty and fifteen (15) year manufacturer's warranties
- Roofing does not include an engineer's written report stating the structure can withstand the additional weight, if required

Caulking **$2,120 00**

- Caulking includes replacement of damaged or cracked exterior caulk where ever two dis-similar materials meet
- Caulking does not include any interior scope of work

Overhead Doors **$20,100 00**

- Overhead doors include replacement of one missing overhead door in warehouse and one overhead door on east side at train track area, replacement of broken door spring at Thrane space, replacement of 2 door panels at train track area, and necessary replacement of weather stripping
- Overhead doors include two (2) new overhead door to match existing only All other doors are assumed to be in working condition

Ceramic Tile **$1,100 00**

- Ceramic tile includes replacement only of missing brick tile at warehouse flower area only
- All other ceramic tile or floor patch/repair is not included

Acoustical Ceiling **$250 00**

- Acoustical ceiling includes replacement of stained, damaged, or missing acoustical ceiling tile only, to match existing
- Acoustical ceiling does not include any grid work or reconfiguration of existing tile lay-out

ATTACHMENT "B" (Continued)
Rainbow Foods Corporate Headquarters
CLARIFICATIONS
June 2, 2003

Painting **$76,800.00**

- Exterior painting includes concrete block walls, bollards, and pipe rails
- Interior painting includes approximately 5 bollards (safety yellow), warehouse area #5 through #8 (approx 24,000 sq ft of wall space), and 10 hollow metal doors and frames currently unfinished
- Painting excludes all additional warehouse floors, walls or ceilings, and interior office walls

Specialties

- All fire extinguishers, signage, parking equipment, truck scales, weigh stations, or other accessories not listed are not included in this proposal

Dock Equipment **$46,700.00**

- Dock equipment scope of work includes the following summary
- Dock pads removal and replacement of five sets of head and side pads, two individual head pads, four individual side pads, and correct reinstallation of existing pads at the Wellington space currently installed backwards
- Dock levelers replacement of four non-functioning dock levelers with Kelley Model #CM66 with toe guards and weather seal kit, dock maintenance and pit cleaning for 30 dock levelers including replacement of non-functioning parts with an allowance not to exceed $500 00 each, installation of ten new weather seals currently damaged or missing, and new 6" bumpers at dock #12

Fire Sprinkler

- Fire sprinkler system is not included in this proposal According to Olsen Fire Protection who has serviced the system and the Fire Marshal's last visit, the fire sprinkler system functions as intended according to the design

HVAC **$724,435 00**

- HVAC includes repair or necessary replacement for the central ammonia refrigeration system and the building heating, ventilation and air conditioning systems
- Please refer to the enclosed proposal from Cool Air Mechanical detailing the scope of work and associated costs

ATTACHMENT "B" (Continued)
Rainbow Foods Corporate Headquarters
CLARIFICATIONS
June 2, 2003

Electrical **$284,400 00**

Electrical scope of work includes the following summary

- Lighting re-lamping necessary fixtures, replace or install new exterior batteries, install new exit/emergency fixture, replace old high pressure sodium fixtures, replace bad ballasts, repair or install new associated conduit
- Repair old conduit with wire and J-boxes that are damaged or have exposed wire hanging open Remove extension cords and use conduit and wire with outlet
- Roof work disconnect and reconnect conduits and wires on roof for new roof installation
- Replace three old defective power panels that are obsolete
- Clean main switch gear/distribution panels and check connections of electrical distribution equipment
- Boiler room/pump room check motor starters, overload heaters, fuses, disconnect switches for proper size and control
- Compressor room and cooler repair/replace existing electrical equipment and controls to make system complete, operational and meet the current electrical code
- HVAC disconnect existing equipment and rewire new equipment, and check control circuits of HVAC equipment

COOL AIR
MECHANICAL, INC.

June 2, 2003 Page 1 of 2

Construction 70, Incorporated
3113 Lynn Avenue South, #200
Minneapolis, Minnesota 55416

Attention: Ms. Crystal Rundle

Re Mechanical Work Required For Your Heating, Ventilating, Air Conditioning and Refrigeration Systems at the Rainbow Headquarters located in Hopkins, MN

Ms Rundle:

We are happy to present the following quotation on the above work as follows

A Central Ammonia Refrigeration System

1 Labor and materials for inspecting three(3) Reciprocating Compressors along with all parts and repairs Included is replacement of failed insulation, lagging and deteriorated piping systems Check all safeties

Costs associated with "Item 1" .... $ 82,000.00

2 Labor and materials for inspecting one(1) Evaporative Condenser and one(1) Fluid Cooler along with all parts and repairs. Included is replacement of failed piping systems, ineffective chemical treatment. Check all safeties and quality of working fluids

Costs associated with "Item 2" $ 49,000 00

3 Labor and materials for inspecting one(1) Intermediate Suction Trap and one(1) Low Temperature Recirculator along with all parts and repairs including all control valves, safeties and level controls. Also repairs to failed insulation and lagging systems as well as deteriorated piping.

COOL AIR MECHANICAL, INC.

Costs associated with "Item 3" . . . . . $ 71,600.00

4. Labor and materials for inspecting two(2) Pedistal Mounted Fan Coil units and one(1) Ceiling Hung Air Unit located in the freezer area as well as one(1) Fan Coil Unit located in the loading dock area. Included are all parts and repairs for the above equipment including the control valve groups and level controls. Included is replacement of failed insulation, lagging and deteriorated piping systems Check all safeties

Costs associated with "Item 4" . . . . . $ 81,000 00

5 Required costs for an ammonia refrigerant charge is . $ 1,596 00

Total cost for work done on the Ammonia Refrigeration System is . . $ 285,196 00

B Heating, Ventilation and Air Conditioning Systems

The costs associated with the above work as spelled out with the attached spread sheet is . . . . . $ 439,239 00

We sincerely appreciate the opportunity to present to you the above quotation, and if you have any questions please feel free to call

Very truly yours,

COOL AIR MECHANICAL, INC.

Christopher Worms
Vice President

CW/dn

RAINBOW FOODS HEADQUARTERS, Hopkins Minnesota 5/28/03

EQUIP-MENT #	MAKE and MODEL NO	SERIAL NO	CAPACITY	COMMENTS	COST
1	Lennox GC53 953-250-10Y	5477OF 1499	1977 7½ ton	Indoor blower shaking Needs cleaning and bearing replaced Burner section bad (rooftop unit)	$ 10,000
2	U.S AIRCO 8330-B1B	626	1967	Unit is very old (condensing Unit No. 2) Serves the reception area	$ 3,500
3	Carrier 48TJD014*501	4793GO 2255	1993 12½ ton	Economizer needs adjusting, heating side showing signs of heat exchanger rotting out. Low voltage wiring needs to be put in conduit (rooftop unit no. 3).	$ 12,450
4	York MICF 024506C	NAWM 025695	1995 2 ton	General repairs and maintenance (condensing unit).	$ 1,320
5				Exhaust fan No 1 This is an old power roof ventilator.	$ 150
6				Exhaust fan No 2 Power roof ventilator that was recently replaced	$ 75
7				Exhaust fan This is an old power roof ventilator	$ 150
8	Carrier 48DJE004500	1490G44588	1990 3 ton	This equipment is getting old. Requires work. The heating side has deteriorated (rooftop unit no 6)	$ 6,400
9	Carrier 48DJE006530	3491G19531	1991 5 ton	Equipment is getting old. Economizer needs work. The heating side is marginal (rooftop unit no 3).	$ 8,600
10	Carrier 48TJE016	4993F75361	1993 15 ton	This unit is missing it's economizer. General maintenance and repairs (rooftop unit no. 4).	$ 20,000
11	Lennox		1989 3 ton	This unit is in tough shape Compressor has been changed out Nameplate data hard to read. (rooftop unit no 5)	$ 6,800
12				Exhaust fan no. 7. This unit needs replacing as well as roof curb work.	$ 425
13	Lennox GC516 1353-270-3G	5686CO 20070	1986 12 ton	Cooling system has leak problems. This unit should be replaced. (rooftop unit no 8)	$ 15,000
14				Exhaust fan (small prv)	$ 75
15	Bryant 580C BU060115	1293G43895	1993 5 ton	Heating system needs work. Cooling side needs preventative maintenance Has economizer taken From another unit (rooftop unit no 9).	$ 5,644
16	Lennox CMA8953-4L	1293G43895	1997 7½ ton	One nameplate missing Has a large hose clamp holding economizer fresh air hood on unit in very rough shape (rooftop unit no 10).	$ 5,000
17	Lennox	5470L00 790	1970 5 ton	Unit is very old and rusting out. Operation of unit is questionable. Missing a lot of nameplate information.	$ 8,900

08/02/2003 16 06 FAX 952 253 2101 CONSTRUCTION 70 PAGE 05
08/02/2003 11 32 6514896763 C A

EQUIP MENT #	MAKE and MODEL NO	SERIAL NO	CAPACITY	COMMENTS	COST
18	Carrier 48MJ E006 521	0394G 01382	1994 5 ton	Fan vibration Unit has had a compressor changed out. Looks like an ongoing problem Heating system heat exchanger going bad (rooftop unit no 11)	$ 6,675
19	Carrier 48MJ E004500	1193G35877	1993 3 ton	Requires cleaning and general preventive maintenance (rooftop unit no. 12)	$ 5,500
20	Applied Air Systems	79-DFC-072 F02979		Unit has been abandoned for years (make-up air unit)	Not Included
21	Carrier 50DJ006500	2989G65268	1989 5 ton	This unit is located in the loading dock area. Disconnect was shut off. This unit will require work.	$ 8,400
22				Remote condensing unit for a walk-in cooler. Nameplate information not available (cooler no 1).	$ 1,200
23	Tyler TTHS1000S	681730	1988 10 HP	Unit needs cleaning and leak check Accumulator very rusty. Dirty sight glass Insulation has failed (condensing unit – cooler no 2)	$ 20,000
24	Tyler THS10003530	585505	1980 10 Hp	Unit is very old. Liquid line and compressor service valves shut Unit has oil and dirt all over it, many leaks. Condition is poor (condensing unit).	$ 24,000
25	Kramer MC24 UA 525	D-49740	1987 30 HP	Suction drier and high pressure receiver are rusting out. Needs starter and disconnect. Electrical box is rusty Poor condition (condensing unit no 5)	$ 43,000
26	Kramer MC24 UA 525	D-49741	1987 30 HP	Condition is the same as no. 25 above (condensing unit no. 4).	$ 43,000
27	Kramer MC24 UA 525	D-49744	1987 30 HP	This unit will require a lot of work. It appears they gave up on it and abandoned it. (condensing unit no. 3)	$ 43,000
28	Kramer MC24 UA 525	D-49742	1987 30 HP	This unit was abandoned and used for parts (condensing unit no 1)	Not Included
29	Kramer MC24 UA 525	D-49743	1987 30 HP	This unit was abandoned and used for parts (condensing unit no 2)	Not Included
30				Exhaust fan – runs noisy. Requires new bearings. Located in the dock.	$ 300
31				Exhaust fan – same condition as unit no. 30.	$ 300
32				Power roof ventilator – fairly new and running.	$ 75
33	Lennox GCS16 1603-270-4Y	5694K00118	1994 12½ ton	Unit needs cleaning and preventive maintenance (rooftop unit no. 13).	$ 11,250
34				Power roof ventilator – preventive maintenance.	$ 75

08/02/2003 16 07 FAX 952 253 2101 CONSTRUCTION 70 ☑013
08/02/2003 11 32 6514096763 C A PAGE 06

EQUIP MENT #	MAKE and MODEL NO.	SERIAL NO	CAPACITY	COMMENTS	COST
35	Reznor FE 250	AWI 66Q 3N52119	1997 250 MBH	Unit in pretty good shape. Electronic ignition. Preventive maintenance required (unit heater).	$ 2,200
36	Reznor FE 250	AWI 66Q 3N52139	1997 250 MBH	Unit is in same condition as no. 35 (unit heater).	$ 2,200
37	Reznor FE 2501	AUJ 66Q 3N62513	1996 250 MBH	Unit is in same condition as no. 35 (unit heater).	$ 2,200
38	Reznor FE 250	AWI 66Q 3N52136	1997 250 MBH	Unit is in same condition as no 35 (unit heater).	$ 2,200
39	Perfection STSP155N	J9304086	155 MBH	Burner box dirty inside. Tube is rusting Tubes are sooting up. Shields need to be cleaned (tube heater)	$ 5,500
40	Modine PAE250AG	150810 20691	250 MBH	Unit has several large holes in the heat exchanger. Flame roll-out is occurring. Needs immediate attention (unit heater)	$ 2,500
41	Reznor FE 250	AWI 66Q 3N53800	1997 250 MBH	Damaged cabinet by forklift. Needs repair and checked out of proper operation. (unit heater).	$ 2,300
42	Reznor FE 250	AWI 66Q 3N52135	1997 250 MBH	Unit has been hit by something. Damaged Needs to be fixed and checked out for proper operation (unit heater)	$ 2,300
43	Dayton 3E234D	M96G016658	250 MBH	Equipment is in good shape. Standing pilot. Needs preventive maintenance (unit heater).	$ 1,500
44	Solaronics ST-100-30-40/50N	ST-89-2421	100 MBH	Shields need work Burner needs cleaning. Tube is rusting. Inside of tube should be cleaned. (tube heater no. 9)	$ 5,000
45	Solaronics ST 75-20/30/40N	ST-89-2419	75 MBH	Condition is the same as no. 44 (tube heater no 10).	$ 4,800
46	Carrier 50SS 030. 301	4593G02754		Unit has no filters. Evaporator is dirty and needs cleaning (fan coil unit)	$ 4,565
47	Solaronics ST 75-20/30/40N	ST-89-2424	75 MBH	Condition is the same as no 45 (tube heater no 8)	$ 4,800
48	Solaronics ST 100 30/40/50N	ST-89-2422	100 MBH	Condition is the same as no. 45 (tube heater no 7).	$ 5,000
49	Solaronics ST 75-20/30/40N	ST-89-2425	75 MBH	Condition is the same as no. 45 (tube heater no. 6).	$ 4,800
50	Solaronics ST 100-30/40/50N		100 MBH	Condition is the same as no. 45 (tube heater no. 5).	$ 5,000
51	Solaronics ST 75-20/30/40N	ST-89-2418	75 MBH	Condition is the same as no 49 (tube heater no. 3)	$ 4,800

06/02/2003 16 07 FAX 952 253 2101 CONSTRUCTION 70 ☑014
06/02/2003 11:32 6514896763 C A PAGE 07

EQUIP-MENT #	MAKE and MODEL NO	SERIAL NO	CAPACITY	COMMENTS	COST
52	Solaronics ST 75-20/30/40N	ST-89-2416	75 MBH	Condition is the same as no 49 (tube heater no. 4)	$ 4,800
53	Solaronics ST 75-20/30/40N	ST-89-2420	75 MBH	Condition is the same as no. 49 (tube heater no. 1).	$ 4,800
54	Solaronics ST 75-20/30/40N	ST-89-2417	75 MBH	Condition is the same as no 49 (tube heater no 2).	$ 4,800
55	Reznor XE350-SER-1	YL 3069 N23	350 MBH	Unit is in marginal condition (duct heater)	$ 10,000
56	Copeland F3AAM A100-CAV-001			Unit needs cleaning and preventive maintenance (condensing unit).	$ 2,000
57	Tadiran GXL-2027-HOE			Compressor is noisy. Piping connections are rusting (condensing unit).	$ 2,200
58	Modine PAE 250 AG	1508102 0691	250 MBH	Unit looks like it hardly runs May have problems (unit heater).	$ 1,900
59	Modine PA200AF	1501202 0291	200 MBH	Unit has rust on the heat exchanger. Needs preventive maintenance (unit heater)	$ 1,700
60	Larkin LFA 190	7995446		One coil has a large bend in it, it must have been hit. Equipment is in poor condition (two evaporators)	$ 800
61	Bohn LET1601F	DKG1899		Panels and screws are missing. Unit is running as a cooler coil (evaporator).	$ 200
62	Modine PA 200 AF	15012020 291	200 MBH	Unit is rusting up in the flue gas collection hood (unit heater).	$ 1,500
63	Teckumsech AH4525AC	7J427485		Missing fan cover on electrical box. Condenser fins in rough shape. Sight glass dirty. Unit is leaking refrigerant (condensing unit for 61)	$ 2,500
64	McQuay 800 7A340	G9717		Unit has refrigerant leaks Needs cleaning and preventive maintenance (condensing unit for item 60).	$ 2,800
65	McQuay			No nameplate information available This unit needs work (evaporator in cooler no 2)	$ 400
66	Modine PA75AF	300120 20391	75 MBH	Unit has rust at the draft diverter hood. Cleaning and preventive maintenance required (unit heater).	$ 1,400
67	Kramer CM1256F	D51029		One fan guard has been damaged Condensate pan has been damaged and is leaking. Preventive maintenance required (evaporator B)	$ 600
68	Kramer CM1256P	D51033		This unit needs piping work. Poor condition and needs a lot of cleaning (evaporator A for condensing unit no. 5)	$ 400

RAINBOW FOODS HEADQUARTERS, Hopkins Minnesota 05/28/03

EQUIP-MENT #	MAKE and MODEL NO.	SERIAL NO	CAPACITY	COMMENTS	COST
69	Kramer CM1256P	051031		One fan shroud damaged as well as the condensate drain pan needs cleaning and preventive maintenance (evaporator b – condensing unit 4).	$ 400
70	Kramer CM1256P	051032		Condensate pan is leaking Needs cleaning and preventive maintenance (evaporator A for condensing unit no 4)	$ 600
71	Kramer CM1256P				Not Included
72	Kramer CM1256P			Coils are in similar condition to nos. 67, 68, 69, & 70. Coil no. 72 has a lot of patch work (evaporators for condensing units 1, 2 & 3)	Not Included
73	Kramer CM1256P			Coils are in similar condition to nos. 67, 68, 69, & 70 Coil no. 72 has a lot of patch work (evaporators for condensing units 1, 2 & 3)	Not Included
74	Kramer CM1256P			Coils are in similar condition to nos. 67, 68, 69, & 70. Coil no 72 has a lot of patch work (evaporators for condensing units 1, 2 & 3).	Not Included
75	Kramer CM1256P			Coils are in similar condition to nos. 67, 68, 69, & 70 Coil no. 72 has a lot of patch work (evaporators for condensing units 1, 2 & 3)	Not Included
76	Kramer CM1256P			Coils are in similar condition to nos. 67, 68, 69, & 70 Coil no. 72 has a lot of patch work (evaporators for condensing units 1, 2 & 3).	Not Included
77	Modine PA75AF	300120 20391	75 MBH	Ignition control hanging by wiring. Preventive maintenance required (unit heater).	$ 1,200
78	Modine PA200AF	150120 20291	200 MBH	Unit is in fair condition. Requires preventive maintenance (unit heater).	$ 1,500
79	Modine PA200AF	150120202 91	200 MBH	Same condition as unit no 78 (unit heater)	$ 1,500
80	Modine PA200AF	1501202 0291	200 MBH	Same condition as unit no. 78 (unit heater)	$ 1,500
81	Modine PA400AG	150201 0591	400 MBH	Unit has been damaged Preventive maintenance required (unit heater)	$ 2,200
82	Modine PA300AF	1501202 0391	300 MBH	Unit is in fair condition Requires preventive maintenance (unit heater)	$ 1,900
83	Modine PA400AG	1501201 0591	400 MBH	Same condition as no 82 (unit heater).	$ 2,200
84	Reznor F165	AYJ31K5 N94074X	165 MBH	Unit has been damaged. Requires preventive maintenance (unit heater).	$ 1,400

RAINBOW FOODS HEADQUARTERS, Hopkins Minnesota

05/28/03

EQUIP-MENT #	MAKE and MODEL NO.	SERIAL NO	CAPACITY	COMMENTS	COST
85	Advanced Dist. Products			Units are in fair condition. Preventive maintenance required (unit heater).	$ 1,900
86	Advanced Dist. Products			Units are in fair condition Preventive maintenance required (unit heater).	$ 1,900
87				Unit heater located in the Thrane area.	$ 1,400
88				Unit heater located in the Thrane area.	$ 1,400
89				Unit heater located in the Thrane area.	$ 1,300
90				Unit heater located in the Thrane area	$ 1,300
91					
92					
93					
94					
95					
96					
97					
98					
99					
100					

TOTAL = $439,329.00

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	
	)	Chapter 11
Fleming Companies, Inc , *et al* ,[1]	)	
	)	Case No 03-10945 (MFW)
Debtors	)	**Related Docket No 3877**

STIPULATION RESOLVING OBJECTION OF REINHART REAL ESTATE GROUP TO DEBTORS' MOTION FOR ORDER PURSUANT TO SECTION 365(a) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO REJECT CERTAIN UNEXPIRED LEASES AND SUBLEASES OF NONRESIDENTIAL REAL PROPERTY (SEPTEMBER 30, 2003 MOTION) [D I NO 3877]

Fleming Companies, Inc , *et al* , the above-captioned debtors and debtors in possession (the "Debtors") and Reinhart Real Estate Group ("Reinhart"), by and through undersigned counsel, hereby stipulate and agree as follows

WHEREAS, on April 1, 2003 (the "Petition Date"), the above-captioned Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code,

WHEREAS, on September 30, 2003, the Debtors filed the Motion For Order Pursuant To Section 365(a) Of The Bankruptcy Code Authorizing The Debtors To Reject Certain Unexpired Leases and Subleases Of Nonresidential Real Property (September 30, 2003 Motion) [D I No 3877] (the "Motion"), and

---

[1] The Debtors are the following entities Core-Mark International, Inc , Fleming Companies Inc , ABCO Food Group, Inc , ABCO Markets, Inc , ABCO Realty Corp , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , Dunigan Fuels, Inc , Favar Concepts, Ltd , Fleming Foods Management Co , L L C , Fleming Foods of Texas, L P , Fleming International, Ltd , Fleming Supermarkets of Florida, Inc , Fleming Transportation Service, Inc , Food 4 Less Beverage Company, Inc , Fuelserv, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc , Minter-Weisman Co , Piggly Wiggly Company, Progressive Realty, Inc Rainbow Food Group, Inc , Retail Investments, Inc , Retail Supermarkets Inc , RFS Marketing Services, Inc , and Richmar Foods, Inc

WHEREAS, by the Motion, the Debtors sought, *inter alia*, to reject two leases (the "Leases") for nonresidential real property (the "Premises") with Reinhart, effective September 30, 2003, and

WHEREAS, Reinhart filed a limited objection to the Motion (the "Objection") [D I No 4029], and

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows

1 The Debtors hereby agree to pay Reinhart the sum of $124,493 56 (the "Payment") in full and final satisfaction, except as otherwise stated herein, of any and all obligations arising under the Leases after the Petition Date, within five days from entry of an order approving this Stipulation,

2 Upon Reinhart's receipt of the Payment, the Objection shall be deemed withdrawn,

3 The Leases shall be rejected as of October 31, 2003 (the "Effective Date"),

4 Any of the Debtors' personal property located in or on the Premises shall be deemed abandoned by the Debtors as of the Effective Date,

5 This Stipulation is subject to approval of the Bankruptcy Court,

6 Reinhart shall have 30 days from the date this Stipulation is approved by the Bankruptcy Court to file proofs of claim against the Debtors for rejection damages and for unpaid obligations of the Debtors arising under the Leases prior to the Petition Date

7 Except as stated in paragraph 1 above, Reinhart hereby waives any and all claims arising under the Leases after the Petition Date, provided, however, nothing herein

shall affect or limit claims asserted by Reinhart in Reinhart's timely filed proof of claim against the Debtors, or any of Debtors' objections or defenses thereto

Dated November 14, 2003
Wilmington, Delaware

THE BAYARD FIRM

By _____

Michael L Vild (No 3042)
Christopher P Simon (No 3697)
222 Delaware Avenue, Suite 900
Wilmington, Delaware 19899
Ph (302) 655-5000
Fax (302) 658-6395

Counsel for Reinhart Real Estate Group

Dated November 13, 2003
Wilmington, Delaware

PACHULSKI, STANG, ZIEHL, YOUNG, JONES & WEINTRAUB P C

By _____

Laura Davis Jones (Bar No 2436)
Ira D Kharasch (CA Bar No 109084)
Scotta E McFarland (Bar No 4184)
Christopher J Lhulier (Bar No 3850)
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- and-

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Fax (213) 680-8500

Counsel for the Debtors
and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
FLEMING COMPANIES, INC , et al ,	)	Case No 03-10945 (MFW) (Jointly Administered)
Debtors	)	
	)	**Related to Docket No 3877**

ORDER APPROVING STIPULATION RESOLVING OBJECTION OF REINHART REAL ESTATE GROUP TO DEBTORS' MOTION FOR ORDER PURSUANT TO SECTION 365(a) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO REJECT CERTAIN UNEXPIRED LEASES AND SUBLEASES OF NONRESIDENTIAL REAL PROPERTY (SEPTEMBER 30, 2003 MOTION) [D.I. NO 3877]

Upon consideration of the *Stipulation Resolving Objection Of Reinhart Real Estate Group To Debtors' Motion For Order Pursuant To Section 365(A) Of The Bankruptcy Code Authorizing The Debtors To Reject Certain Unexpired Leases And Subleases Of Nonresidential Real Property (September 30, 2003 Motion) [D I No 3877]* (the "Stipulation") attached hereto as Exhibit A, and good cause appearing therefore,

IT IS HEREBY ORDERED THAT the Stipulation, and all of the terms of the Stipulation, are approved and ordered to have the force of an order of this Court

Dated Nov. 21, 2003

The Honorable Mary F Walrath
Chief United States Bankruptcy Court Judge

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28587-001\DOCS_DE 83401 1

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LEASE SUMMARY

LOCATION	~~113~~-N Kingston Street Caledonia, Minnesota
DATE	July 1, 1989
LESSOR	Reinhart Plaza
TENANT	Gateway Foods, Inc.
TERM	18 years and 2 months commencing July 1, 1989 and expiring August 31, 2007
OPTIONS TO RENEW	Two 5-year options, exercisable on 6 months' advance written notice
FIXED ANNUAL RENT	$56,199 04 per year, payable in monthly installments of $4,683 17 Rent will be increased in the option periods based on the increase in the Consumer Price Index
PERCENTAGE RENT	1-1/2% of gross sales in excess of $3,735,648 40 per year, payable annually
USE	Retail grocery store
REAL ESTATE TAXES	Paid by Tenant
UTILITIES	Paid by Tenant
REPAIR OBLIGATIONS	Tenant makes all repairs, both structural and nonstructural
INSURANCE	Tenant maintains comprehensive general liability insurance with limits of $3,000,000/$5,000,000/$1,000,000 Lessor maintains fire and casualty insurance at Tenant's expense
ASSIGNMENT AND SUBLETTING	Tenant may not assign or sublet without the written consent of Lessor, which will not be unreasonably withheld
ASSIGNMENTS	Don Zietlow assigned his interest in the lease to D. B Reinhart by Assignment dated September 15, 1989

MDZ ma/16 [Kingston]

LEASE ASSIGNMENT AND ASSUMPTION

DONALD P ZIETLOW ("Assignor"), for One Dollar ($1.00) and other good and valuable consideration to Assignor in hand paid by D B REINHART ("Assignee"), the receipt of which is hereby acknowledged, and in consideration of the agreements and undertakings of Assignee hereinafter set forth, by these presents does grant, transfer and assign unto Assignee all of Assignor's right, title and interest in and to those leases described on Exhibit A attached hereto (the "Leases"), effective as of the date hereof

Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be performed or observed from and after this date by the lessor under the Leases

Dated September 15, 1989

ASSIGNEE:

D B. Reinhart

ASSIGNOR:

Donald P. Zietlow

STATE OF Wisconsin)
) SS
COUNTY OF LaCrosse)

Personally came before me this 11th day of September, 1989, the above-named D B Reinhart, to me known to be the person who executed the foregoing instrument and acknowledged the same

Notary Public, State of Wisconsin
My Commission Is Permanent

[Notarial Seal]

STATE OF [illegible])
) SS
COUNTY OF [illegible])

Personally came before me this 11th day of September, 1989, the above-named Donald P Zietlow, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of [illegible]
My Commission Is Permanent

[Notarial Seal]

This document was drafted by:

Michael D. Zeka
Minahan & Peterson, S C.
Suite 2200
411 East Wisconsin Avenue
Milwaukee, WI 53202-4499

MDZ ma/17

LEASE

dated as of July 1, 1989

between

REINHART PLAZA as Lessor

and

GATEWAY FOODS, INC. as Tenant

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DATA SHEET

LESSOR:	Reinhart Plaza P. O. Box 1957 La Crosse, WI 54602-1957
TENANT:	Gateway Foods, Inc. 1637 St. James Street P. O. Box 1957 La Crosse, WI 54602
TERM:	Eighteen (18) years, two (2) months, commencing July 1, 1989 and expiring August 31, 2007.
FIXED MINIMUM ANNUAL RENTAL:	Fifty-six Thousand One Hundred Ninety-eight and 04/100 Dollars ($56,198.04), payable in monthly installments of Four Thousand Six Hundred Eighty-three and 17/100 Dollars ($4,683.17).
ANNUAL PERCENTAGE RENT:	The Tenant agrees to pay as additional rental a sum equal to one and one-half percent (1-1/2%) of the gross sales (as defined in paragraph 3 herein) of foodstuffs and merchandise over and in excess of $3,735,648.40 per year made upon the Leased Premises in each one (1) year period commencing the first day of the first full month following commencement of the Lease Term ("Lease Year"); such additional rent, if any, shall be payable within fifteen (15) days after the expiration of said Lease Year.
LEASED PREMISES:	113 N. Kingston Street, Caledonia, Minnesota, as described on attached Exhibit A.

1. Lease of Leased Premises. Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises"). Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2. Term. (a) The term of this Lease shall be as set forth on the Data Sheet.

(b) Provided Tenant is not in default under any of the terms or conditions of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for two (2) consecutive terms of five (5) years each by giving Lessor six months' advance written notice before the end of the then-current term. Such extensions shall be on the same terms and conditions as set forth herein.

(c) The annual minimum rent payable during the original term of this Lease is based upon the cost of living for the month of December, 1986, as reflected in the Consumer Price Index for All Items for Moderate-Income Families in Large Cities, as determined by the United States Department of Labor, Bureau of Labor Statistics, based on all items for the year 1967 equaling 100. In the event Tenant exercises its options to extend this Lease beyond the original term the annual rent shall be adjusted in the following manner on the basis of the Consumer Price Index, or, if there shall be no Consumer Price Index, then by the successor of the most nearly comparable successor index thereto (appropriately adjusted to the December, 1986 base).

(1) The index figure for December, 2006 shall be compared with the index figure for December, 1986. The minimum annual rent shall be determined by multiplying the annual minimum rent by a fraction, of which the numerator shall be the index figure for December, 2006, and the denominator the index figure for December, 1986. By way of illustration only, and solely for the purpose of more clearly setting forth the intent of the parties, the following example is hereby provided, based upon certain hypothetical numbers:

Consumer Price Index for December, 1986 = 330
Consumer Price Index for December, 2006 = 396
Increase = 66 points
Increase calculation = 396 - 330 = 20% increase
$56,198.04 (ann. min. rent) x 20% increase = $11,239.61

(2) The annual rent shall be similarly adjusted at the beginning of each additional option period, and increased by the rate of increase in the Consumer Price Index by comparing said index for December of the last year of any extended term with the index for December, 1986.

(3) Notwithstanding any possible provisions to the contrary contained herein, it is agreed by the parties hereto that the annual minimum rent payable hereunder for any lease year during the term hereof shall not be less than that payable in the prior lease year.

3. Rental. (a) The Tenant agrees to pay the rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Tenant shall, within fifteen (15) days after the expiration of the lease year, send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show gross sales in said Leased Premises by the Tenant

during the term herein demised. The Tenant agrees to keep an accurate record of its sales in the Leased Premises, which record as well as all other accounts, books and papers referring to such sales shall be available and open to inspection of the Lessor, or its duly authorized representative, at reasonable intervals and times. The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of gross sales and in connection with such audits to examine all of Tenant's records of gross sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made. If such audit discloses that the gross sales by Tenant exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential; provided, however, that Lessor may disclose such information to prospective buyers and/or lenders.

(c) The term "gross sales" as hereinabove used shall include the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts, discounts and any and all credits of a similar nature. Gross sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. It is mutually agreed that the sum of money which the Tenant is required to pay to any governmental body or agency by reason of any excise, use or sales tax shall not be considered as a part of the gross sales in said Leased Premises for the purpose of computing the additional rent.

4. Compliance With Law. (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

5. Use. Tenant shall continuously occupy and use the Leased Premises during the term hereof for the purpose of a retail grocery store supplied by Gateway Foods, Inc. Such use shall not be changed without the express written consent of Lessor.

6. Taxes and Assessments. (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to

be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes"). Taxes due and payable during a partial lease year shall be prorated and paid accordingly.

(b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof. Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by Lessor.

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7. Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

8. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage. In the event Lessor reasonably deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

10. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.

11. Additions, Changes, Alterations and Demolition. Except as otherwise provided herein, Tenant shall not construct or demolish improvements upon the Leased Premises or make additions to, or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of Lessor which will not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof.

12. Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may

be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures"). Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized. Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property.

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder.

13. Entry for Inspection. Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not unreasonably interfere with the business of Tenant. Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

14. Warranty of Quiet Possession. Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease. Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof.

15. Damage by Fire or Other Casualty. (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair.

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above.

16. Assignment and Subletting. Tenant shall not assign this Lease nor sublet or license the use of any portion of the Leased Premises without the prior written consent of Lessor which will not be unreasonably withheld. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder. Tenant shall not mortgage or otherwise encumber its leasehold interest hereunder without the prior written consent of Lessor.

17. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration.

18. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant:

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant;

(2) The making by Tenant of an assignment for the benefit of its creditors;

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days;

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant;

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of

the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings; and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises; or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above:

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account.

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated

damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

19. Abandonment of Tenant's Property. If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

20. Enforcement Costs. Tenant shall pay all costs, reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease.

21. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

22. Surrender at Termination. At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant.

23. Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental.

24. Subordination; Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease. Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this

paragraph shall include deeds of trust and similar security instruments.

25. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month.

26. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

27. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease.

28. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

29. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

30. No Partnership. This Lease does not create a joint venture or partnership relationship between the parties hereto.

31. Authority. Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32. Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect,

setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements. The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein.

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR:

REINHART PLAZA

By: _____

By: _____

TENANT:

GATEWAY FOODS, INC.

By: _____

Attest: _____
Secretary

EXHIBIT A

LEGAL DESCRIPTION

113 N. Kingston Street
Caledonia MN

Outlot "D", Block 4, EXCEPT the NE 10 feet thereof running the entire length of said lot, being approximately 249.55 feet, for the First Addition to the Foltz Addition to the City of Caledonia, according to the plat thereof on file and of record in the Office of the County Recorder in and for Houston County, Minnesota.

R NHART
C RANIES

201 MAIN STREET, SUITE 800
POST OFFICE BOX 2228
LA CROSSE, WI 54602-2228
PHONE 608-782-4999
FAX 608 782-5799

March 6, 2003

Fleming Companies, Inc
Manager, Real Estate Administration
c/o The Staubach Company–Lease ID MN-218
1945 Lakepoint Drive
Lewisville, TX 75057

To Whom It May Concern

We received the real estate tax installment on the Caledonia, Minnesota store on Thursday, March 6, 2003 Since this real estate tax payment was due on October 15, 2002, we have calculated interest due as follows

Interest is due for the period October 15, 2002 through March 5,2003 (142 days)

Rate is 1 5% per month or 18% annual

Amount of real estate taxes due was $11,664 00

Calculation $11,664 00 x 18% / 365 days x 142 days = $816 80

Please issue a check payable to "Reinhart Real Estate Group, Inc " in the amount of $816 80 and mail to my attention at the above address Thank you for your cooperation

If you have any questions, please feel free to contact me

Sincerely,

Linda Rauterkus

Linda Rauterkus
Accountant

201 MAIN STREET, SUITE 800
POST OFFICE BOX 2228
LA CROSSE, WI 54602 2228
PHONE 608 782-4999
FAX 608 782-5084

October 27, 2003

Fleming Companies, Inc
Manager, Real Estate Administration
c/o The Staubach Company--Lease ID MN-218
1945 Lakepoint Drive
Lewisville, TX 75057

To Whom It May Concern

Reinhart Real Estate Group Inc did not receive the real estate tax installment on the Caledonia, Minnesota store until October 27, 2003 Since this real estate tax payment was due on October 15, 2003, we have calculated interest due as follows

Interest is due for the period October 15 2003 through October 26, 2003 (12 days)

Rate is 1 5% per month or 18% annual

Amount of real estate taxes due was $8,008 00

Calculation $8,008 00 x 18% / 365 days x 12 days = $47 39

Please issue a check payable to Reinhart Real Estate Group, Inc " in the amount of $47 39 and mail to my attention at the above address Thank you for your cooperation

If you have any questions, please feel free to contact me

Sincerely

Linda Rauterkus
Accountant

cc e-mail copy to Karen Gebert, Fleming Companies

STATEMENT OF PROPERTY TAX PAYABLE IN 2003

STATE FILING INFORMATION

AUDREY M. PETERSEN
Treasurer of Houston County
304 South Marshall Room 112
Caledonia Minnesota 55921 1324

Caledonia

PARCEL IDENTIFICATION NO R21.0717.036

If this box is checked, you owe delinquent taxes ☐

TAXPAYER
REINHART REAL ESTATE GROUP INC
201 MAIN ST STE 800
PO BOX 2228
LA CROSSE WI 54602 2228

	2002	2003
Estimated Market Value	681,900	456 000
New Improvements		
Taxable Market Value.	681,900	456 000
M 1PR Line 1 Amount:		$
M 1PR Line 2 Amount.	$	
Line 6 Amount.	23 328 00	16 016 00
Property Class	COMM	COMM

DETACH HERE AND ENCLOSE THIS STUB WITH FORM M 1PR WHEN FILING FOR A REFUND FROM THE MINNESOTA DEPARTMENT OF REVENUE

STATEMENT OF PROPERTY TAXES PAYABLE IN 2003

REINHART REAL ESTATE GROUP INC
201 MAIN ST STE 800
PO BOX 2228
LA CROSSE WI 54602 2228

C 19
5735

AUDREY M PETERSEN
Treasurer of Houston County
304 South Marshall Room 112
Caledonia Minnesota 55921 1324
507 725 5815

9051 7519	2002	2003
New Improvements		
Estimated Market Value	681,900	456 000
Taxable Market Value	681,900	456 000
Property Class	COMM	COMM

PARCEL IDENTIFICATION NO R21 0717 036

DESC SECT 13 TWP 102 RANGE 006
1 ADTN FOLTZ ADTN CALEDONIA
LOT D
PT OUTLOT D BLOCK 4
FIRST ADDITION TO FOLTZ ADD

1	Use this amount on form M 1PR to see if you re eligible for a property tax refund File by August 15 If this box is checked you owe delinquent taxes and are not eligible			$ 0 00
2	Use this amount for the special property tax refund on schedule 1 of form M 1PR ☐		$ 0 00	
	Your Property Tax And How It Is Reduced By The State			
3	Your property tax before reduction by state paid aids and credits		$ 69,288 67	$ 44 109 82
4	Aid paid by the State of Minnesota to reduce your property tax		45 960 67	28,093 82
5	A Homestead and agricultural credits paid by the State of Minnesota to reduce your property tax		0 00	0 00
	B Other credits paid by the State of Minnesota to reduce your property tax		0 00	0 00
6	Your property tax after reduction by state paid aids and credits		$ 23 328 00	$ 16 016 00
	Where Your Property Tax Dollars Go			
7	A County HOUSTON COUNTY		7 435 80	4 685 17
	B		0 00	0 00
8	City or Town CALEDONIA CITY		3 981 36	2 617 13
9	State General Tax		7 466 41	4 557.21
10	School District 0299	A Voter approved levies	3 197.22	3 729 17
		B Other local levies	1 118.33	343 62
11	Special Taxing Districts	A WTSD	128 88	83 70
		B	0 00	0 00
		C	0 00	0 00
		D	0 00	0.00
12	Non school voter approved referenda levies		0 00	0 00
13	Total property taxes before special assessments		$ 23 328 00	$ 16 016 00
14	Special assessments added to this property tax bill		0 00	0 00
	PRINCIPAL	INTEREST		
15	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		$ 23 328 00	$ 16 016 00

If you pay your taxes late you will be charged a penalty See back for rate

Pay this amount no later than MAY 15 $ 8 008 00
Pay this amount no later than OCTOBER 15 $ 8 008 00

Read the back of this statement to find out how to apply

QUILLIN'S IGA CALEDONIA
08/01/2003

BUDGET PRICING	
DESCRIPTION	**BUDGET**
01 GENERAL REQUIREMENTS	$20,900
02 SITEWORK	$4 500
03 CONCRETE	$3,900
04 MASONRY	$27,200
05 METALS	$14 100
06 WOOD AND PLASTICS	$1,400
07 THERMAL & MOISTURE PROTECTION	$25 600
08 DOORS & WINDOWS	$6,700
09 FINISHES	$23 000
10 SPECIALTIES	$0
11 EQUIPMENT	$2,200
12 FURNISHINGS	$0
13 SPECIAL CONSTRUCTION	$0
14 CONVEYING SYSTEMS	$0
15 MECHANICAL	$5 600
16 ELECTRICAL	$4 800
RAW COSTS SUBTOTAL	$140,800
PROJECT MANAGEMENT OVERHEAD & PROFIT	$14 080
SUB TOTAL COSTS	$154 880
RECOMMENDED OWNER'S CONTINGENCY	$9,293
TOTAL PROJECT COST	$164,173

QUILLIN'S IGA CALEDONIA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
01 GENERAL CONDITIONS	
ARCHITECTURAL AND STRUCTURAL ENGINEERING	$0
BLUEPRINTS AND REPRODUCTION	$0
BUILDING PERMIT	$0
BUILDERS RISK INSURANCE - BY OWNER	$0
JOB SITE SUPERVISION AND LAYOUT	$8,500
JOB SITE MATERIAL HANDLING	$2 500
JOB SITE CLEANUP	$2 000
JOB SITE TOILET	$400
TEMPORARY TELEPHONE	$300
REFUSE CHARGES	$1,600
FINAL CLEANUP AND WINDOW WASHING	$400
ADMINISTRATIVE COSTS	$2,800
EXPENDABLE MATERIALS & SMALL TOOLS	$800
SIGNS	$300
FENCES AND BARRICADES	$1,200
TEMPORARY PROTECTION FOR WINDOWS	$100

QUILLIN S IGA CALEDONIA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
02 SITEWORK	
BLACK TOP REPAIR @ PARKING LOT	$1,200
SLOPE AND RE-DIRECT WATER @ REAR	$2 200
CATCH BASIN @ EAST ELEVATION	$1,100
03 CONCRETE	
SLAB ON GRADE REPAIR @ COMPRESSOR	$2,200
SIDEWALK REPAIR @ REAR ENTRANCE	$1,600
04 MASONRY	
PATCH EXISTING MASONRY	$3,200
APPLY COLORED SEALER	$24,000
05 METAL	
INSTALL GRAVEL STOP	$2 200
REPAIR ROOF CAP	$8 900
REPAIR MISC BRACKETS @ GAS CANOPY	$900
REPLACE 6 DOWNSPOUTS	$2,100

QUILLIN S IGA CALEDONIA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
06 WOOD AND PLASTICS	
WOOD BLOCKING @ ROOFTOP COMPRESSORS	$1,400
07 THERMAL AND MOISTURE PROTECTION	
REPAIR ROOF SEAMS & PARAPET WALLS	$21,000
SEALANTS AND CAULKING	$4 200
MISC FLASHINGS @ ROOFTOP COMPRESSORS	$1,400
08 DOORS AND WINDOWS	
REPAIR CAULK & SEALANTS @ ALUMINUM WINDOWS	$800
ADJUST ENTRANCE DOORS & REPLACE SEALS	$1,500
REPLACE MEN'S BATHROOM DOOR	$1,200
REPLACE WOMEN'S BATHROOM DOOR	$1,200
REPLACE SERVICE DOOR @ DOCK	$2,000
REPLACE REAR DELIVERY DOOR	$2,800
REPLACE COMPRESSOR ENTRANCE DOOR	$2,000

QUILLIN'S IGA CALEDONIA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
09 FINISHES	
PREP AND PAINT SIGN PANEL	$9,500
REPAIR VINYL TILE @ COOLERS	$1,500
REPAIR VINYL BASE IN STORE	$900
REPAIR FLOOR @ DELI	$900
REPAIR QUARRY TILE FLOOR IN COOLER	$900
REPLACE DAMAGED CEILING TILE	$900
CEILING REPAIR @ DELI	$400
MISC PATCHING AND PAINTING @ WALLS	$3,200
PATCH AND PAINT MEN S RESTROOM	$700
PATCH AND REPAIR MEN'S RESTROOM FLOOR	$600
REPAIR CEILING IN MEN'S RESTROOM	$200
PATCH AND PAINT WOMEN'S RESTROOM	$900
PATCH AND REPAIR WOMEN'S RESTROOM FLOOR	$500
REPAIR CEILING IN WOMEN'S RESTROOM	$200
REPAIR AND PAINT TOILET PARTITIONS	$1,200
TOILET ACCESSORIES	$500
10 SPECIALITIES	
11 EQUIPMENT	
INSTALL DOCK SEALS	$2,200

QUILLIN'S IGA CALEDONIA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
12 FURNISHINGS	
13 SPECIALTY CONSTRUCTION	
15 MECHANICAL	
CLEAN AND INSPECT GREASE TRAP @ DELI	$800
HVAC ALLOWANCE	$4,800
16 ELECTRICAL	
ELECTRICAL ALLOWANCE	$4 800

7034

LEASE SUMMARY

LOCATION	1020 Industrial Boulevard Spring Valley, Minnesota
DATE	July 1, 1989
LESSOR	Reinhart Plaza
TENANT	Gateway Foods, Inc
TERM	17 years and 11 months commencing July 1, 1989 and expiring May 31, 2007
OPTIONS TO RENEW	Two 5-year options, exercisable upon 12 months' advance written notice
FIXED ANNUAL RENT	$84,984 96 per year, payable in monthly installments of $7,082.08
PERCENTAGE RENT	An amount equal to 1-1/2% of gross sales in excess of $5,200,000 per year
USE	Retail grocery store
REAL ESTATE TAXES	Paid by Tenant
UTILITIES	Paid by Tenant
REPAIR OBLIGATIONS	Tenant makes all repairs, both structural and nonstructural
INSURANCE	Tenant maintains comprehensive general liability insurance with limits of $3,000,000/$5,000,000/$1,000,000 Lessor maintains fire and casualty insurance at Tenant's expense
ASSIGNMENT AND SUBLETTING	Tenant may not assign or sublet without the written consent of Lessor, which will not be unreasonably withheld
ASSIGNMENTS	Don Zietlow assigned his interest in the lease to D B Reinhart by Assignment dated September 15, 1989

MDZ ma/16 [1020]

LEASE ASSIGNMENT AND ASSUMPTION

DONALD P ZIETLOW ("Assignor"), for One Dollar ($1 00) and other good and valuable consideration to Assignor in hand paid by D B. REINHART ("Assignee"), the receipt of which is hereby acknowledged, and in consideration of the agreements and undertakings of Assignee hereinafter set forth, by these presents does grant, transfer and assign unto Assignee all of Assignor's right, title and interest in and to those leases described on Exhibit A attached hereto (the "Leases"), effective as of the date hereof

Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be performed or observed from and after this date by the lessor under the Leases.

Dated September 15, 1989

ASSIGNEE:

D B Reinnart

ASSIGNOR:

Donald P. Zietlow

STATE OF Wisconsin)
) SS
COUNTY OF LaCrosse)

Personally came before me this 11th day of September, 1989, the above-named D B. Reinhart, to me known to be the person who executed the foregoing instrument and acknowledged the same

Notary Public, State of Wisconsin
My Commission is Permanent

[Notarial Seal]

STATE OF [illegible])
) SS
COUNTY OF [illegible])

Personally came before me this 11th day of September, 1989, the above-named Donald P. Zietlow, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is Permanent

[Notarial Seal]

This document was drafted by.

Michael D Zeka
Minahan & Peterson, S C
Suite 2200
411 East Wisconsin Avenue
Milwaukee, WI 53202-4499

MDZ ma/17

EXHIBIT A

LEGAL DESCRIPTION

Lots 3, 4, 5 & 6 all in Block 2 of Spring Valley, Minnesota Industrial Park Subdivision.

Lease dated July 1, 1989 between Reinhart Plaza and Gateway Foods, Inc.

LEASE

dated as of July 1, 1989

between

REINHART PLAZA as Lessor

and

GATEWAY FOODS, INC. as Tenant

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DATA SHEET

LESSOR:	Reinhart Plaza P. O. Box 1957 La Crosse, WI 54602-1957
TENANT:	Gateway Foods, Inc. 1637 St. James Street P. O. Box 1957 La Crosse, WI 54602
TERM:	Seventeen (17) years, eleven (11) months, commencing July 1, 1989 and expiring May 31, 2007.
FIXED MINIMUM ANNUAL RENTAL.	Eighty-four Thousand Nine Hundred Eighty-four and 96/100 Dollars ($84,984.96), payable in monthly installments of Seven Thousand Eighty-two and 08/100 Dollars ($7,082.08).
ANNUAL PERCENTAGE RENT:	The Tenant agrees to pay as additional rental a sum equal to one and one-half percent (1-1/2%) of the gross sales (as defined in paragraph 3(c) herein) of foodstuffs and merchandise over and in excess of $5,200,000.00 per year made upon the Leased Premises in each one (1) year period commencing the first day of the first full month following commencement of the Lease Term ("Lease Year"); such additional rent, if any, shall be payable within fifteen (15) days after the expiration of said Lease Year.
LEASED PREMISES:	Spring Valley, Minnesota, as described on attached Exhibit A.

1. Lease of Leased Premises. Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises"). Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2. Term. (a) The term of this Lease shall be as set forth on the Data Sheet.

(b) Provided Tenant is not in default under any of the terms or conditions of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for two (2) consecutive terms of five (5) years each by giving Lessor 12 months' advance written notice before the end of the then-current term. Such extensions shall be on the same terms and conditions as set forth herein.

3. Rental (a) The Tenant agrees to pay the rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Tenant shall, within fifteen (15) days after the expiration of the lease year, send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show gross sales in said Leased Premises by the Tenant during the term herein demised. The Tenant agrees to keep an accurate record of its sales in the Leased Premises, which record as well as all other accounts, books and papers referring to such sales shall be available and open to inspection of the Lessor, or its duly authorized representative, at reasonable intervals and times. The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of gross sales and in connection with such audits to examine all of Tenant's records of gross sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made. If such audit discloses that the gross sales by Tenant exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential; provided, however, that Lessor may disclose such information to prospective buyers and/or lenders.

(c) The term "gross sales" as hereinabove used shall include the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts, discounts and any and all credits of a similar nature. Gross sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. It is mutually agreed that the sum of money which the Tenant is required to pay to any governmental body or agency by reason of any excise, use or sales tax shall not be considered as a part of the gross sales in said Leased Premises for the purpose of computing the additional rent.

4. Compliance With Law. (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other

improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

5. Use. Tenant shall continuously occupy and use the Leased Premises during the term hereof for the purpose of a retail grocery store. Such use shall not be changed without the express written consent of Lessor.

6. Taxes and Assessments. (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes"). Taxes due and payable during a partial lease year shall be prorated and paid accordingly.

(b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof. Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines,

interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by Lessor.

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7. Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

8. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage. In the event Lessor reasonably deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

10. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.

11. Additions, Changes, Alterations and Demolition. Except as otherwise provided herein, Tenant shall not construct or demolish improvements upon the Leased Premises or make additions to, or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of Lessor which will not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof.

12. Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures"). Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized. Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property.

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder.

13. Entry for Inspection. Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not unreasonably interfere with the business of Tenant. Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

14. Warranty of Quiet Possession. Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease. Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof.

15. Damage by Fire or Other Casualty. (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair.

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above.

16. Assignment and Subletting. Tenant shall not assign this Lease nor sublet or license the use of any portion of the Leased Premises without the prior written consent of Lessor which will not be unreasonably withheld. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder. Tenant shall not mortgage or otherwise encumber its leasehold interest hereunder without the prior written consent of Lessor.

17. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration.

18. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant:

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant;

(2) The making by Tenant of an assignment for the benefit of its creditors;

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days;

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant;

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings; and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises; or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above:

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such releting. The balance, if any, shall be applied by Lessor, from

time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account.

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

19. Abandonment of Tenant's Property. If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

20. Enforcement Costs. Tenant shall pay all costs, reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease.

21. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

22. Surrender at Termination. At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant.

23. Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due,

Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental.

24. Subordination; Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease. Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

25. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month.

26. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

27. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall

govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease.

28. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

29. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

30. No Partnership. This Lease does not create a joint venture or partnership relationship between the parties hereto.

31. Authority. Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32. Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements. The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein.

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the

earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR:

REINHART PLAZA

By: _____

By: _____

TENANT:

GATEWAY FOODS, INC.

By: _____

Attest: _____ - SECRETARY

EXHIBIT A

LEGAL DESCRIPTION

Lots 3, 4, 5 & 6 all in Block 2 of Spring Valley, Minnesota Industrial Park Subdivision.

REINHART COMPANIES

201 MAIN STREET, SUITE 800
POST OFFICE BOX 2228
LA CROSSE, WI 54602-2228
PHONE 608 782 4999
FAX 608-782-5084

October 27, 2003

Fleming Companies, Inc
Manager, Real Estate Administration
c/o The Staubach Company – Lease ID MN-224
1945 Lakepoint Drive
Lewisville, TX 75057

To Whom It May Concern

Reinhart Real Estate Group Inc did not receive the real estate tax installment on the Spring Valley, Minnesota store until October 27, 2003 Since this real estate tax payment was due on October 15, 2003, we have calculated interest due as follows

Interest is due for the period October 15, 2003 through October 26, 2003 (12 days)

Rate is 1 5% per month or 18% annual

Amount of real estate taxes due was $8,192 00

Calculation $8 192 00 x 18% / 365 days x 12 days = $48 48

Please issue a check payable to "Reinhart Real Estate Group, Inc " in the amount of $48 48 and mail to my attention at the above address Thank you for your cooperation

If you have any questions, please give me a call

Sincerely

Linda Rauterkus
Accountant

cc e-mail copy to Karen Gebert, Fleming Companies

FILLMORE COUNTY
SPRING VALLEY CITY
REAL ESTATE
PAYABLE 2003

PROPERTY DESCRIPTION FOR TAX PURPOSES ONLY
(THE LEGAL DESCRIPTION OF YOUR PROPERTY MAY DIFFER)

LOTS 3-4-5-6 BLK 2
INDUSTRIAL PARK SUBDIV

PHILIP BURKHOLDER
FILLMORE COUNTY AUDITOR/TREASURER
PO BOX 627
PRESTON MN 55965 0627
507 765 3811

PRCL# R 36.0971.010
ID# 35103 TAX BILL# R 16280

Spring Valley

	PAYABLE 2002	PAYABLE 2003
PROPERTY CLASS	COMM	COMM
NEW IMPROVEMENTS		
ESTIMATED MARKET VALUE	330,100	439,300
TAXABLE MARKET VALUE	330,100	439,300

(14) SPECIAL ASSESSMENTS	CODE	AMOUNT
1995 IMP. P	03623-0	1,066.80

INT 368.63 PRIN 698.17

REINHART REAL ESTATE GROUP INC
201 MAIN ST SUITE 800
LACROSSE WI 54602

		PAYABLE 2002	PAYABLE 2003
1	Use this amount on Form M 1PR to see if you're eligible for a property tax refund. File by August 15. IF BOX IS CHECKED YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE	☐	
2	Use this amount for the special property tax refund on schedule 1 of Form M 1PR		
	YOUR PROPERTY TAX AND HOW IT IS REDUCED BY THE STATE		
3	Your property tax before reduction by state paid aids and credits	34,196.61	42,105.69
4	Aid paid by the State of Minnesota to reduce your property tax	22,191.49	26,788.49
5.A.	Homestead and agricultural credits paid by the State of Minnesota to reduce your property tax		
B	Other credits paid by the State of Minnesota to reduce your property tax		
6	Your property tax after reduction by state-paid aids and credits	12,005.12	15,317.20
	WHERE YOUR PROPERTY TAX DOLLARS GO		
7	County A COUNTY LEVY	2,896.53	3,555.13
	B		
8	City or town	5,045.18	6,595.55
9	State General Tax	3,390.24	4,375.36
10	School District 2137 A Voter approved levies	284.25	355.13
	B Other local levies	388.92	436.03
11	Special taxing districts A		
	B		
	C		
	D		
12	Non school voter approved referenda levies		
13	Total property tax before special assessments	12,005.12	15,317.20
14	Special assessments added to this property tax bill	1,112.88	1,066.80
15	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	13,118.00	16,384.00
		FIRST HALF DUE	SECOND HALF DUE
		MAY 15	OCTOBER 15
		8,192.00	8,192.00

NO RECEIPT SENT UNLESS REQUESTED
YOUR CANCELLED CHECK IS YOUR RECEIPT

TAXES OF $50 00 OR LESS MUST BE PAID IN FULL IF YOU PAY YOUR TAXES LATE YOU WILL BE CHARGED A PENALTY SEE BACK FOR RATE

You may be eligible for one or even two refunds to reduce your property tax
Read the back of this statement to find out how to apply

TAXPAYERS COPY RETURN
STUB WITH PAYMENT

↙ TEAR HERE ↘

Detach and Return This Stub with Your 2nd Half Payment
Make Checks Payable To: Philip Burkholder, Fillmore County Aud./Treas.

PROPERTY TAX REFUND SEND THE TOP PORTION OF TH YOUR FORM M 1PR SEE INSTRUCTIONS ON BACK.

RCL# R36.0971.010 2003 RE TAX
D# 35103 TAX BILL# R 16280
OMM

THIS RECEIPT IS VOID IF CHECK GIVEN IS NOT HONORED

SECOND HALF DUE
OCTOBER 15 8,192.00

2 2nd Half Pay Stub 2003

PENALTY
TOTAL

REINHART REAL ESTATE GROUP INC
201 MAIN ST SUITE 800
LACROSSE WI 54602

☐ CHECK
☐ CASH

FILLMORE COUNTY

LIST ADDRESS CORRECTION ON BACK

DON'S IGA
08/01/2003

BUDGET PRICING	
DESCRIPTION	**BUDGET**
01 GENERAL REQUIREMENTS	$10 750
02 SITEWORK	$2,600
03 CONCRETE	$1,200
04 MASONRY	$15,800
05 METALS	$5,900
06 WOOD AND PLASTICS	$4,600
07 THERMAL & MOISTURE PROTECTION	$15,000
08 DOORS & WINDOWS	$5,800
09 FINISHES	$18,930
10 SPECIALTIES	$0
11 EQUIPMENT	$750
12 FURNISHINGS	$0
13 SPECIAL CONSTRUCTION	$0
14 CONVEYING SYSTEMS	$0
15 MECHANICAL	$3,200
16 ELECTRICAL	$1,800
RAW COSTS SUBTOTAL	$86,530
PROJECT MANAGEMENT OVERHEAD & PROFIT	$8,653
SUB TOTAL COSTS	$95,183
RECOMMENDED OWNER'S CONTINGENCY	$5,711
TOTAL PROJECT COST	$100,894

DON'S IGA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
01 GENERAL CONDITIONS	
ARCHITECTURAL AND STRUCTURAL ENGINEERING	$0
BLUEPRINTS AND REPRODUCTION	$0
BUILDING PERMIT	$0
BUILDERS RISK INSURANCE - BY OWNER	$0
JOB SITE SUPERVISION AND LAYOUT	$5,200
JOB SITE MATERIAL HANDLING	$1,000
JOB SITE CLEANUP	$1,500
JOB SITE TOILET	$250
TEMPORARY TELEPHONE	$250
REFUSE CHARGES	$600
FINAL CLEANUP AND WINDOW WASHING	$100
ADMINISTRATIVE COSTS	$1 000
EXPENDABLE MATERIALS & SMALL TOOLS	$250
SIGNS	$100
FENCES AND BARRICADES	$400
TEMPORARY PROTECTION FOR WINDOWS	$100

DON'S IGA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
02 SITEWORK	
BLACK TOP REPAIR @ PARKING LOT	$2,800
03 CONCRETE	
SLAB ON GRADE REAR ENTRANCE REPAIR	$1,200
04 MASONRY	
CLEAN AND PATCH PRECAST PANELS	$1 800
APPLY COLORED SEALER TO PRECAST PANELS	$14,000
05 METAL	
REPLACE 144 FT GRAVEL STOP	$1 200
REPAIR ROOF CAP	$1 800
REPAIR FLAG POLES	$800
FLASHING @ SIGN BOARD	$1,200
REPLACE 3 DOWNSPOUTS	$900

DON'S IGA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
06 WOOD AND PLASTICS	
REPLACE DETERIORATED WOOD @ SIGN BOARD	$1,600
REPAIR FRP PANEL @ DELI	$1,200
REPAIR CASEWORK @ DELI	$1,000
REPAIR ROOF BLOCKING	$800
07 THERMAL AND MOISTURE PROTECTION	
REPAIR ROOF SEAMS & PARAPET WALLS	$8,900
SEALANTS AND CAULKING	$5,500
MISC FLASHINGS @ ROOFTOP COMPRESSORS	$600
08 DOORS AND WINDOWS	
REPAIR CAULK & SEALANTS @ ALUMINUM WINDOWS	$400
ADJUST ENTRANCE DOORS & REPLACE SEALS	$1,000
REPLACE MEN'S BATHROOM DOOR	$1,200
REPLACE WOMEN'S BATHROOM DOOR	$1,200
REPLACE SERVICE DOOR @ DOCK	$2,000

DON'S IGA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
09 FINISHES	
CLEAN, PREP & PAINT WOOD SIGN BOARD	$4 200
REPAIR VINYL TILE @ COOLERS	$600
REPAIR VINYL BASE IN STORE	$400
REPAIR SEAMLESS FLOOR @ DELI	$480
REPAIR QUARRY TILE FLOOR IN COOLER	$700
PATCH AND PAINT PRECAST CEILING	$4,800
CEILING REPAIR @ DELI	$700
MISC PATCHING AND PAINTING @ WALLS	$1,100
PATCH AND PAINT MEN'S RESTROOM	$900
PATCH AND REPAIR MEN'S RESTROOM FLOOR	$450
REPAIR CEILING IN MEN'S RESTROOM	$250
PATCH AND PAINT WOMEN'S RESTROOM	$1 000
PATCH AND REPAIR WOMEN'S RESTROOM FLOOR	$500
REPAIR CEILING IN WOMEN'S RESTROOM	$250
REPAIR AND PAINT TOILET PARTITIONS	$1,600
TOILET ACCESSORIES	$800
10 SPECIALITIES	
11 EQUIPMENT	
REPLACE DOCK PAD	$750

DON'S IGA
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
12 FURNISHINGS	
13 SPECIALTY CONSTRUCTION	
15 MECHANICAL	
CLEAN AND INSPECT GREASE TRAP @ DELI	$600
HVAC ALLOWANCE	$1,200
FIRE SPRINKLER SYSTEM	$1,400
16 ELECTRICAL	
ELECTRICAL ALLOWANCE	$1,800

LEASE SUMMARY

LOCATION	200 Tin Street Ontonagon, Michigan
DATE	July 10, 1989
LESSOR	Reinhart Plaza
TENANT	Gateway Foods of Twin Ports, Inc.
TERM	18 years and 2 months commencing July 10, 1989 and expiring September 9, 2007.
OPTIONS TO RENEW	One 5-year option and one 4-year option, exercisable on 12 months' advance written notice
FIXED ANNUAL RENT	$75,222.16 per year, payable in monthly installments of $6,268 51
PERCENTAGE RENT	1-1/2% of gross sales in excess of $1,607,314 60 per year, payable annually
USE	Retail grocery store
REAL ESTATE TAXES	Paid by Tenant
UTILITIES	Paid by Tenant.
REPAIR OBLIGATIONS	Tenant makes all repairs, both structural and nonstructural
INSURANCE	Tenant maintains comprehensive general liability insurance with limits of $3,000,000/$5,000,000/$1,000,000. Lessor maintains fire and casualty insurance at Tenant's expense.
ASSIGNMENT AND SUBLETTING	Tenant may not assign or sublet without the written consent of Lessor, which will not be unreasonably withheld.
ASSIGNMENTS	Don Zietlow assigned his interest in the lease to D B Reinhart by Assignment dated September 15, 1989

MDZ ma/16 [tin]

LEASE ASSIGNMENT AND ASSUMPTION

DONALD P ZIETLOW ("Assignor"), for One Dollar ($1.00) and other good and valuable consideration to Assignor in hand paid by D. B REINHART ("Assignee"), the receipt of which is hereby acknowledged, and in consideration of the agreements and undertakings of Assignee hereinafter set forth, by these presents does grant, transfer and assign unto Assignee all of Assignor's right, title and interest in and to those leases described on Exhibit A attached hereto (the "Leases"), effective as of the date hereof.

Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be performed or observed from and after this date by the lessor under the Leases

Dated September 15, 1989

ASSIGNEE:

D B Reinhart

ASSIGNOR

Donald P Zietlow

STATE OF Wisconsin)
) SS.
COUNTY OF LaCrosse)

Personally came before me this 11th day of September, 1989, the above-named D B Reinhart, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Thomas J. Phillips
Notary Public, State of Wisconsin
My Commission is permanent

[Notarial Seal]

STATE OF [illegible])
) SS
COUNTY OF [illegible])

Personally came before me this 11th day of September, 1989, the above-named Donald P. Zietlow, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[illegible]
Notary Public, State of [illegible]
My Commission is permanent

[Notarial Seal]

This document was drafted by

Michael D. Zeka
Minahan & Peterson, S.C
Suite 2200
411 East Wisconsin Avenue
Milwaukee, WI 53202-4499

MDZ ma/17

LEASE

dated as of July 10, 1989

between

REINHART PLAZA as Lessor

and

GATEWAY FOODS OF TWIN PORTS, INC. as Tenant

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LEASE

dated as of July 10, 1989

between

REINHART PLAZA as Lessor

and

GATEWAY FOODS OF TWIN PORTS, INC. as Tenant

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DATA SHEET

LESSOR:	Reinhart Plaza P. O. Box 1957 La Crosse, WI 54602-1957
TENANT:	Gateway Foods of Twin Ports, Inc. (successor in interest to Gateway Foods of Minnesota, Inc.) 701 Susquehanna Avenue Superior, WI 54880
TERM:	Eighteen (18) years, two (2) months, commencing July 10, 1989 and expiring September 9, 2007.
FIXED MINIMUM ANNUAL RENTAL:	Eighty-five Thousand Four Hundred Four and no/100 Dollars ($85,404.00), payable in monthly installments of Seven Thousand One Hundred Seventeen and no/100 Dollars ($7,117.00).
ANNUAL PERCENTAGE RENT:	The Tenant agrees to pay as additional rental a sum equal to one and one-half percent (1-1/2%) of the gross sales (as defined in paragraph 3(c) herein) of foodstuffs and merchandise over and in excess of $1,607,314.60 per year made upon the Leased Premises in each one (1) year period commencing the first day of the first full month following commencement of the Lease Term ("Lease Year"); such additional rent, if any, shall be payable within fifteen (15) days after the expiration of said Lease Year.
LEASED PREMISES:	200 Tin Street, Ontanogon, Michigan, as described on attached Exhibit A.

1. Lease of Leased Premises. Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises"). Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2. Term. (a) The term of this Lease shall be as set forth on the Data Sheet.

(b) Provided Tenant is not in default under any of the terms of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for one (1) term of five (5) years and one (1) term of four (4) years, consecutively, by giving Lessor 12 months' advance written notice before the end of the then-current term. Such extensions shall be on the same terms and conditions as set forth herein.

3. Rental. (a) The Tenant agrees to pay the rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Tenant shall, within fifteen (15) days after the expiration of the lease year, send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show gross sales in said Leased Premises by the Tenant during the term herein demised. The Tenant agrees to keep an accurate record of its sales in the Leased Premises, which record as well as all other accounts, books and papers referring to such sales shall be available and open to inspection of the Lessor, or its duly authorized representative, at reasonable intervals and times. The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of gross sales and in connection with such audits to examine all of Tenant's records of gross sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made. If such audit discloses that the gross sales by Tenant exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential; provided, however, that Lessor may disclose such information to prospective buyers and/or lenders.

(c) The term "gross sales" as hereinabove used shall include the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts, discounts and any and all credits of a similar nature. Gross sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. It is mutually agreed that the sum of money which the Tenant is required to pay to any governmental body or agency by reason of any excise, use or sales tax shall not be considered as a part of the gross sales in said Leased Premises for the purpose of computing the additional rent.

4. Compliance With Law. (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other

improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

5. Use. Tenant shall continuously occupy and use the Leased Premises during the term hereof for the purpose of a retail grocery store. Such use shall not be changed without the express written consent of Lessor.

6 Taxes and Assessments. (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes"). Taxes due and payable during a partial lease year shall be prorated and paid accordingly.

(b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof. Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines,

interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by Lessor.

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7. Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

8. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage. In the event Lessor reasonably deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

10. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.

11. Additions, Changes, Alterations and Demolition. Except as otherwise provided herein, Tenant shall not construct or demolish improvements upon the Leased Premises or make additions to, or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of Lessor which will not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof.

12. Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures"). Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized. Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property.

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder.

13. Entry for Inspection. Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not unreasonably interfere with the business of Tenant. Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

14. Warranty of Quiet Possession. Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease. Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof.

15. Damage by Fire or Other Casualty. (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair.

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above.

16. Assignment and Subletting. Tenant shall not assign this Lease nor sublet or license the use of any portion of the Leased Premises without the prior written consent of Lessor which will not be unreasonably withheld. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder. Tenant shall not mortgage or otherwise encumber its leasehold interest hereunder without the prior written consent of Lessor.

17. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration.

18. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant:

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant;

(2) The making by Tenant of an assignment for the benefit of its creditors;

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days;

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant;

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings; and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises; or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above:

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be applied by Lessor, from

time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account.

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

19. Abandonment of Tenant's Property. If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

20. Enforcement Costs. Tenant shall pay all costs, reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease.

21. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

22. Surrender at Termination. At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant.

23. Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due,

Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental.

24. Subordination; Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease. Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

25. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month.

26. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

27. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall

govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease.

28. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

29. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

30. No Partnership. This Lease does not create a joint venture or partnership relationship between the parties hereto.

31. Authority. Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32. Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements. The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein.

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the

earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR.

REINHART PLAZA

By: Reinhart Partner

By:

TENANT:

GATEWAY FOODS OF TWIN PORTS, INC.

By:

Attest: Secretary

EXHIBIT A

LEGAL DESCRIPTION

200 Tin Street
Ontonagon, Michigan

Lots 2, 3 and 4 of Block 29, of the Original Plat to the Village of Ontonagon, according to the recorded Plat thereof.

Excepting all ores and mineral interests of record; and subject to any mining and development rights thereto.

Attn' Linda R.

EASURER'S COPY ONTONAGON TOWNSHIP 2003 Summer Bill # 03191

MESSAGE TO TAXPAYER

TAX AND 1% ADM FEE DUE JULY 1, 2003 THRU SEPT 15, 2003 FROM SEPT 16, 2003 THRU FEB 15 2004, TAX + 1% ADM FEE + 1% INT/MONTH FROM FEB 16, 2004 THRU FEB 28, 2004, ADDITIONAL 3% PENALTY BEG MAR 1 2004 BASE TAX + 4% CO ADM FEE (MIN $1) + 1% INT/MONTH TO COUNTY TREASURER

PAYMENT INFORMATION

This tax is due by 09/15/2003

Pay by mail to ONTONAGON TOWNSHIP
MARGARET LUTZ, TREASURER
311 N STEEL ST
ONTONAGON MI 49953

PROPERTY INFORMATION

Property Assessed To
REINHART REAL ESTATE GROUP

201 MAIN ST SUITE 800
LACROSSE, WI 54602

ONTONAGON
Prop # 6641 429 002 00 School 40
Prop Addr

Legal Description

ON-F26 2 29 L-89 P-325 LOT 2 3 & 4 BLK 29 OF ORIGINAL PLAT OF VILLAGE OF ONTONAGON

TAX DETAIL

Taxable Value	196 150	
State Equalized Value	196,150	Class 201
Homestead %	0000	DDA
		Mort Code

Taxes are based upon Taxable Value
1 mill equals $1 00 per $1000 of Taxable Value
Amounts with no millage are either Special Assessments or other charges added to this bill

DESCRIPTION	MILLAGE	AMOUNT
STATE EDUC TAX	5 00000	980 75
SCHOOL OPER TAX	17 92080	3,515 16
I S D ALLOC	31280	61 35
SPECIAL VOC ED	3 09720	607 51
SCHOOL BOND	3 60000	706 14
Total Tax	29 93080	5,870 91
Administration Fee		58 70
TOTAL AMOUNT DUE		**5,929 61**

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s)

County	OCT 1	-	SEPT 30
Twn/Cty	APRIL 1	-	MARCH 31
School	JULY 1	-	JUNE 30
State		-	

Does NOT affect when the tax is due or its amount

Please detach along perforation Keep the top portion

Mort Code DDA Bill # 03191

Pay this tax to

ONTONAGON TOWNSHIP
MARGARET LUTZ TREASURER
311 N STEEL ST
ONTONAGON MI 49953

PLEASE RETURN THIS PORTION WITH PAYMENT THANK YOU

This tax is due by 09/15/2003
After 09/15/2003 additional interest and fees apply

2003 Summer Tax for Prop # 6641 429 002 00

TOTAL AMOUNT DUE 5,929 61

Make Check Payable To
ONTONAGON TOWNSHIP

Amount Remitted _____

Property Addr

NOT A RECEIPT UNTIL STAMPED OR SIGNED BY THE TREASURER
CHECKS MUST CLEAR OR RECEIPT IS VOID
NOT RESPONSIBLE IF PAID ON WRONG DESCRIPTION

To FLEMING COMPANIES INC

TREASURER _____

TAXPAYER'S NOTICE

ONTONAGON VILLAGE 2003 Village Bill #· 00897

MESSAGE TO TAXPAYER

VILLAGE TAXES DUE AND PAYABLE TO THE ONTONAGON VILLAGE TREASURER. BEG. SEPT 15, 2003 ALL UNPAID TAXES ARE CONSIDERED DELINQUENT AND PAYABLE WITH INTEREST TO BE ADDED AT 1% PER MONTH, PLUS 4% ADM FEE (MIN $1)

PAYMENT INFORMATION

This tax is due by 09/14/2003

Pay by mail to. ONTONAGON VILLAGE
JOAN NYGARD, TREASURER
315 QUARTZ STREET
ONTONAGON, MI 49953

VILLAGE OFFICE HOURS 8 - 4 (MON-FRI)

PROPERTY INFORMATION

Property Assessed To
REINHART REAL ESTATE GROUP

201 MAIN ST SUITE 800
LACROSSE WI 54602

ONTONAGON
Prop # 6641 429 002 00 School 40

Prop Addr

Legal Description
ON-P26 2 29 L-89 P-325 LOT 2 3 & 4 BLK 29 OP ORIGINAL PLAT OF VILLAGE OF ONTONAGON

TAX DETAIL

Taxable Value	196,150	
State Equalized Value	196,150	Class 201
Homestead %	0000	DDA
		Mort Code

Taxes are based upon Taxable Value
1 mill equals $1 00 per $1000 of Taxable Value
Amounts with no millage are either Special Assessments or other charges added to this bill

DESCRIPTION	MILLAGE	AMOUNT
VILLAGE OPER	12 50000	2 451 87
Total Tax	12 50000	2,451 87
Administration Fee		24 51
TOTAL AMOUNT DUE		2,476 38

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s)

County	OCT 1 - SEPT 30
Twn/Cty	APRIL 1 - MARCH 31
School	JULY 1 - JUNE 30
State	-

Does NOT affect when the tax is due or its amount

Please detach along perforation. Keep the top portion

Mort Code

DDA

Bill # 00897

PLEASE RETURN THIS PORTION WITH PAYMENT THANK YOU

This tax is due by 09/14/2003
After 09/14/2003 additional interest and fees apply

2003 Village Tax for Prop # 6641 429 002 00

Pay this tax to

ONTONAGON VILLAGE
JOAN NYGARD TREASURER
315 QUARTZ STREET
ONTONAGON, MI 49953

TOTAL AMOUNT DUE 2,476.38

Make Check Payable To
ONTONAGON VILLAGE

Amount Remitted _____

Property Addr

NOT A RECEIPT UNTIL STAMPED OR SIGNED BY THE TREASURER
CHECKS MUST CLEAR OR RECEIPT IS VOID
NOT RESPONSIBLE IF PAID ON WRONG DESCRIPTION

To

FLEMING COMPANIES INC
TAX DEPARTMENT PROPERTY
P O BOX 26647
OKLAHOMA CITY OK 73126

TREASURER _____

Print Date 02/07/2003
Rcpt Date / /

2002
Official Winter Tax Receipt
ONTONAGON
6641 429 002 00

Recpt No

Due 2/03 0

Paid per treasurer 7/24/03

ONTONAGON TOWNSHIP
N STEEL
ONAGON MI 49953

Received of
FLEMING COMPANIES INC
TAX DEPARTMENT PROPERTY
P O BOX 26647
OKLAHOMA CITY OK 73126

TAXABLE 200,350, SEV 200,350, SCHL 40
HMSTEAD 0 0000

Owner REINHART REAL ESTATE GROUP INC

Due in 2003

2,476 38 Village
5,929 61 Summer
2,759 79 Winter

Previous Payments			Current Payment		
Date	Chk #	Amount	Date	Chk #	Amount
			/ /		0 00

Total Recvd 0 00

DETAILED BREAKDOWN OF BILLING/PAYMENTS FOR 6641 429 002 00

Heading	Mills	Tax Billed	Total Paid	Balance
COUNTY ALLOC	6 44510	1,291 27	0 00	1,291 27
COUNTY ROAD	4 91180	984 07	0 00	984 07
COUNTY TRANSIT	0 49420	99 01	0 00	99 01
COUNTY AGEING	0 49100	98 37	0 00	98 37
O COM ACTION	0 29650	59 40	0 00	59 40
TOWNSHIP ALLOC	1 00000	200 35	0 00	200 35
Admin Fee		27 32	0 00	27 32
Interest/Pen		0 00	0 00	0 00
Over Payments		0 00	0 00	0 00
Totals----->	13 63860	2 759 79	0 00	2,759 79

Addr

Property Description
ON-P26 2 29 L-89 P-325 LOT 2,3 & 4 BLK 29 OF ORIGINAL PLAT OF VILLAGE OF
ONTONAGON

Owner REINHART REAL ESTATE GROUP INC
To FLEMING COMPANIES INC
TAX DEPARTMENT PROPERTY
P O BOX 26647
OKLAHOMA CITY OK 73126

PAT'S JUBILEE
ONTONAGON, MI
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
01 GENERAL REQUIREMENTS	$17,400
02 SITEWORK	$1,200
03 CONCRETE	$4,300
04 MASONRY	$13 400
05 METALS	$1,600
06 WOOD AND PLASTICS	$2,200
07 THERMAL & MOISTURE PROTECTION	$11,300
08 DOORS & WINDOWS	$4,200
09 FINISHES	$18,600
10 SPECIALTIES	$0
11 EQUIPMENT	$2,800
12 FURNISHINGS	$0
13 SPECIAL CONSTRUCTION	$0
14 CONVEYING SYSTEMS	$0
15 MECHANICAL	$3,600
16 ELECTRICAL	$5,200
RAW COSTS SUBTOTAL	$85,800
PROJECT MANAGEMENT OVERHEAD & PROFIT	$8,580
SUB TOTAL COSTS	$94,380
RECOMMENDED OWNER'S CONTINGENCY	$5,663
TOTAL PROJECT COST	$100,043

PAT'S JUBILEE
ONTONAGON, MI
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
01 GENERAL CONDITIONS	
ARCHITECTURAL AND STRUCTURAL ENGINEERING	$0
BLUEPRINTS AND REPRODUCTION	$0
BUILDING PERMIT	$0
BUILDERS RISK INSURANCE - BY OWNER	$0
JOB SITE SUPERVISION AND LAYOUT	$5,500
JOB SITE MATERIAL HANDLING	$1 200
JOB SITE CLEANUP	$1,000
JOB SITE TOILET	$300
TEMPORARY TELEPHONE	$200
REFUSE CHARGES	$2,100
FINAL CLEANUP AND WINDOW WASHING	$300
ADMINISTRATIVE COSTS	$3,400
EXPENDABLE MATERIALS & SMALL TOOLS	$1,000
SIGNS	$200
FENCES AND BARRICADES	$1,200
TEMPORARY PROTECTION FOR WINDOWS	$1,000

PAT'S JUBILEE
ONTONAGON, MI
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
02 SITEWORK	
BLACK TOP REPAIR @ PARKING LOT	$1,200
03 CONCRETE	
MISC CONCRETE PATCHING @ DOCK	$800
SIDEWALK REPAIR	$3 500
04 MASONRY	
CLEAN AND PREP CMU	$2 600
PATCH AND REPAIR LOOSE CMU	$800
APPLY COLOR SEALANT TO CMU	$10,000
05 METAL	
MISC FLASHING REPAIR @ EQUIPMENT	S1 600

PAT'S JUBILEE
ONTONAGON, MI
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
06 WOOD AND PLASTICS	
REPAIR FRP @ MEAT PREP AREA	$1,000
REPAIR ROOF BLOCKING @ COMPRESSORS	$1,200
07 THERMAL AND MOISTURE PROTECTION	
REPAIR ROOF SEAMS	$7,500
SEALANTS AND CAULKING	$1 400
MISC FLASHINGS @ ROOFTOP COMPRESSORS	$2 400
08 DOORS AND WINDOWS	
REPAIR CAULK & SEALANTS @ ALUMINUM WINDOWS	$1,000
ADJUST ENTRANCE DOORS & REPLACE SEALS	$1,200
REPAIR & PAINT SERVICE DOOR @ DOCK	$2 000

PAT'S JUBILEE
ONTONAGON, MI
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
09 FINISHES	
CLEAN PREP & PAINT CEILING @ RECEIVING AREA	$1,800
REPAIR VINYL TILE @ COOLERS	$1 800
REPAIR VINYL BASE IN STORE	$800
REPLACE MISSING & BROKEN CEILING TILE BAKERY	$1,000
REPLACE AND REPAIR CEDAR SHAKES @ ENTRANCE	$6,800
REPAIR CEILING IN MEAT PREP AREA	$800
MISC PATCHING AND PAINTING @ WALLS	$1,400
EXTERIOR PAINTING AND STRIPING	$4,200
10 SPECIALITIES	
11 EQUIPMENT	
INSTALL DOCK SEALS	$2,800

PAT'S JUBILEE
ONTONAGON, MI
08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
12 FURNISHINGS	
13 SPECIALTY CONSTRUCTION	
15 MECHANICAL	
CLEAN AND INSPECT GREASE TRAP @ DELI	$800
HVAC ALLOWANCE	$2,800
16 ELECTRICAL	
ELECTRICAL ALLOWANCE	$3,000
FIXTURE REPLACEMENT	$1,200
EXTERIOR LIGHTING	$1,000

LEASE SUMMARY

LOCATION	24 Fılmore Street Black Rıver Falls, Wısconsın
DATE	Aprıl 30, 1989
LESSOR	Reınhart Plaza
TENANT	Gateway Foods, Inc
TERM	Commencıng May 1, 1989 and expırıng Aprıl 30, 2004
OPTIONS TO RENEW	Two 5-year optıons, exercısable on 6 months' advance wrıtten notıce
MONTHLY RENT	$12,250 00
USE	Retaıl grocery store
REAL ESTATE TAXES	Tenant ıs responsıble
UTILITIES	Tenant ıs responsıble
REPAIRS	Tenant ıs responsıble for both structural and non-structural repaırs
INSURANCE	Tenant maıntaıns comprehensıve general lıabılıty ınsurance wıth lımıts of $500,000/ $1,000,000/$100,000, together wıth umbrella coverage ın the amount of $3,000,000 Lessor maıntaıns fıre and casualty ınsurance at Tenant's expense
ASSIGNMENT AND SUBLETTING	Tenant may not assıgn or sublet wıthout the prıor wrıtten consent of Lessor There ıs no requırement that Lessor's consent not be unreasonably wıthheld
RIGHT OF FIRST REFUSAL	Tenant has the rıght of fırst refusal to purchase the premıses. Lessor has rıght of fırst refusal to purchase Tenant's busıness operated on the premıses
ASSIGNMENTS	Don Zıetlow assıgned hıs ınterest ın the lease to D B Reınhart by Assıgnment dated September 15, 1989

MDZ ma/15 [24]

LEASE ASSIGNMENT AND ASSUMPTION

DONALD P ZIETLOW ("Assignor"), for One Dollar ($1 00) and other good and valuable consideration to Assignor in hand paid by D B REINHART ("Assignee"), the receipt of which is hereby acknowledged, and in consideration of the agreements and undertakings of Assignee hereinafter set forth, by these presents does grant, transfer and assign unto Assignee all of Assignor's right, title and interest in and to those leases described on Exhibit A attached hereto (the "Leases"), effective as of the date hereof

Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be performed or observed from and after this date by the lessor under the Leases

Dated. September 15, 1989

ASSIGNEE

D B. Reinhart

ASSIGNOR

Donald P Zietlow

STATE OF Wisconsin)
) SS.
COUNTY OF LaCrosse)

Personally came before me this 11th day of September, 1989, the above-named D. B. Reinhart, to me known to be the person who executed the foregoing instrument and acknowledged the same

Notary Public, State of Wiscon-
My Commission is permt

[Notarial Seal]

STATE OF Wisconsn)
) SS.
COUNTY OF LaCrosse)

Personally came before me this 11th day of September, 1989, the above-named Donald P Zietlow, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of
My Commission

[Notarial Seal]

This document was drafted by

Michael D Zeka
Minahan & Peterson, S C
Suite 2200
411 East Wisconsin Avenue
Milwaukee, WI 53202-4499

MDZ ma/17

24 Fillmore Street
Black River Falls, Wisconsin

Tract A

Lots 1, 2, 3, Block 16, of Knapp & Williamson's Plat of the Village, now City, of Black River Falls,

Tract B

Also a part of Fractional Lot 4, of Section 15-21-4 West, described as follows

Commencing at the Northeast corner of Lot 1, in Block 16, of Knapp & Williamson's Plat of the Village, now City, of Black River Falls, thence East along the South line of Fillmore Street 78 feet 8 inches to the West line of South Water Street, thence South along the West line of South Water Street 197 55 feet, thence West to the Southeast corner of Lot 3 in said Block 16, thence Northerly along the East line of Lots 3, 2 and 1 in said Block 16 to the place of beginning

Also a part of Fractional Lot 4 of Section 15, Township 21 North, Range 4 West, City of Black River Falls, Jackson County, Wisconsin described as follows

Beginning at a point on the South line of Fillmore Street as located in Certified Survey No 170 recorded in Volume S-1 of Certified Survey Maps at Page 297 a distance of 198 80 feet (incorrectly written in recent deeds as 148 feet 8 inches plus 50 00 feet) Easterly from the Northwest corner of Block 16 of Knapp and Williamson's Plat of the Village (now City) of Black River Falls, thence Easterly on said Street line 8 57 feet or to the west line of South Water Street as indicated in the above mentioned Certified Survey Map, thence South on said street line 198 00 feet (one half of the distance to the North line of Pierce Street), thence Westerly on a line toward the Southeast corner of Lot 3 of Block 16 of the aforesaid Knapp and Williamson's Plat to the East line of the land described in Document no 155148 recorded in Volume 128 of Deeds on Page 455, thence Northerly on said line to the South line of Fillmore Street and the point of beginning

Tract C

Lots Four, Five, Six, of Block Sixteen of Knapp and Williamson's Plat of the City of Black River Falls, WI

Lease dated April 30, 1989 between Reinhart Plaza, Inc and Gateway Foods, Inc

11/22/88

LEASE

dated as of April 30, 1989

between

REINHART PLAZA, a Wisconsin general partnership, as Lessor

and

GATEWAY FOODS, INC., a Wisconsin corporation, as Tenant

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DATA SHEET

LESSOR:	Reinhart Plaza, a Wisconsin general partnership P. O. Box 1957 La Crosse, WI 54602-1957
TENANT:	Gateway Foods, Inc. P. O. Box 1957 La Crosse, WI 54602-1957
TERM:	Fifteen (15) years with two (2) options to extend for additional five (5) year periods.
FIXED ANNUAL RENTAL	Costs of Construction (as defined herein) up to Six Hundred Fifty Thousand Dollars ($650,000) plus Four Hundred Thousand Dollars ($400,000) multiplied by fourteen percent (14%), payable in monthly installments.
LEASED PREMISES	As described on attached Exhibit A.

1. Lease of Leased Premises. Lessor does hereby lease to Tenant and Tenant does hereby lease from Lessor the land and all improvements located thereon owned by Lessor and located in the City of Black River Falls, Wisconsin, the legal description of which is attached hereto as Exhibit A (the "Leased Premises") for the term and at the rental set forth herein and upon the other provisions contained herein.

2. Term. The initial term of this Lease shall be for fifteen (15) years, commencing May 1, 1989 and expiring April 30, 2004. If Tenant is not then in default hereunder, Tenant shall have the right, by written notice to Lessor given at least six (6) months prior to the expiration of the initial term, to extend the Lease, under the same terms and conditions as set forth herein, for a period of five (5) years. Tenant may, by written notice given at least six (6) months in advance of the expiration of the extended term, extend this Lease, under the same terms and conditions, for one (1) additional five (5) year period.

3. Rental. Tenant agrees to pay rental to Lessor for the Leased Premises as follows:

(a) Effective as of the date of this Lease, Tenant shall pay the sum of Four Thousand Six Hundred Thirty-three and 33/100 Dollars ($4,633.33) per month until the Completion Date, as defined herein.

(b) Effective on the earliest of (i) the date Tenant opens for business in the entire Leased Premises; (ii) the date Lessor furnishes Tenant with a certificate of Lessor's architect certifying that the Construction is substantially complete; or (iii) June 1, 1989 (the "Completion Date"), Tenant shall pay to Lessor as annual rent for the Leased Premises the sum of (x) Four Hundred Thousand Dollars ($400,000) and (y) the Costs of Construction (not to exceed Six Hundred Fifty Thousand Dollars ($650,000)) multiplied by (z) fourteen percent (14%).

(c) The Tenant agrees to pay such rental in advance in equal monthly installments on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

4. Construction of Addition. (a) Tenant shall proceed to construct an addition to the Leased Premises according to and to the extent provided in the plans and specifications to be attached hereto as Exhibit B (the "Construction"). Payment of the Costs of Construction, as hereinafter defined, shall be made in accordance with section 4(h) hereof. Tenant agrees to obtain, prior to commencing the Construction, any necessary zoning changes or variances, building permits or any requisite permissions from any lawful authority for the construction of such other improvements and Lessor agrees to cooperate with Tenant in obtaining the same.

(b) For the purposes of this Lease, the "Costs of Construction" is defined as follows: the total of the amount paid to the prime contractor pursuant to the prime construction contract and any amounts paid to other contractors pursuant to contracts not covered by the prime construction contract (including, but not limited to, contracts for the construction of the addition to the Leased Premises, and electrical and plumbing work), architectural and engineering fees, any permits or fees required to be paid, performance bond, builder's all-risk insurance, liability insurance, utilities during construction, and any other fees and expenses incurred as a result of compliance with requirements imposed by the City of Black River Falls.

(c) Prior to the commencement of the Construction, Tenant shall submit a construction budget to Lessor for approval, which approval shall not be unreasonably withheld or delayed.

(d) Tenant agrees to commence the Construction as soon as practicable and to expeditiously complete the same subject to force majeure. "Force majeure" means any strike, lockout, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature which prevents Tenant from fulfilling its obligations hereunder. Tenant shall substantially complete the Construction by no later than June 1, 1989.

(e) Tenant agrees that the Construction will be carried on in a workmanlike manner, and that no material deviations will be made from Exhibit B without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed

(f) Tenant shall obtain and maintain (or cause the contractor(s) under the construction contract(s) to obtain and maintain) public liability insurance of not less than One Million Dollars ($1,000,000.00) for bodily injury per person; Three Million Dollars ($3,000,000.00) bodily injury coverage for more than one person in one occurrence; and Five Hundred Thousand Dollars ($500,000.00) property damage, together with umbrella coverage of Three Million Dollars ($3,000,000.00). Said liability insurance shall name Lessor as a co-insured with Tenant and shall be noncancelable with respect to Lessor except upon fifteen (15) days' prior written notice to Lessor. Tenant shall take out and maintain (or cause the contractor(s) under the construction contract(s) to take out and maintain) builder's risk insurance to the full insurable value of improvements constructed and materials stored at the Leased Premises. Said builder's risk insurance shall name both Lessor and Tenant as additional insureds and shall be noncancelable, except upon fifteen (15) days' prior written notice to Lessor and Tenant. Certificates of all insurance shall be delivered by Tenant to the Lessor within five (5) days following the execution of any such construction contract(s).

(g) Tenant shall provide and install at its cost and expense its trade fixtures and equipment in the Leased Premises to the extent necessary or appropriate for Tenant's business. Tenant shall also be responsible for all leasehold work in that part of the Leased Premises currently occupied by Tenant caused by any relocation of fixtures, decorating or installation of signs. In no event shall any costs incurred in connection with work performed under this subsection (g) be included in Costs of Construction.

(h) Tenant may request payment from Lessor for a portion of the Costs of Construction on the first day of each month during the period of Construction. With regard to each payment requested, Tenant shall furnish Lessor with a certificate signed by its architect stating that the architects, engineers, surveyors, contractors, subcontractors, laborers, materialmen or suppliers performing the labor or furnishing the services or material in connection with the Construction with regard to which payment is being requested have completed such labor or have furnished such services or materials and that the architect is in possession of valid lien waivers in regard to the payment being requested. Tenant shall also provide Lessor invoices for all such labor, services and materials. Within fifteen (15) days after receipt of such certificate and invoices, and concurrent with the delivery to Lessor of the applicable lien waivers, Lessor will pay to Tenant the amount of the Costs of Construction requested by Tenant and verified as set forth above, provided that the total amount paid to Tenant in the aggregate shall not exceed Six Hundred Fifty Thousand Dollars ($650,000). Tenant

shall be responsible for all Costs of Construction in excess of Six Hundred Fifty Thousand Dollars ($650,000) and shall not be entitled to payment for any such excess costs.

5. Compliance With Law. (a) The Tenant shall obey, observe and promptly comply with all rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

6. Use. Tenant shall continuously occupy and use the Leased Premises during the term hereof for the purpose of a retail grocery store. Such use shall not be changed without the express written consent of Lessor.

7. Taxes and Assessments. (a) The Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes"). Taxes due and payable during a Lease Year shall be deemed to correspond to such Lease Year. "Lease Year" means the period of twelve consecutive months commencing on the date of this Lease and each anniversary thereof.

(b) If any income tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for a property tax upon the Leased Premises, Tenant and not Lessor shall pay the same; but in no event shall Tenant be obligated to pay for any year any greater amount by way of such substituted income tax than would have been payable by Lessor by way of such substituted income tax had the rental upon which such tax was imposed been the sole taxable income of Lessor for the year in question.

(c) The Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with the Lessor, as security for the performance by the Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by the Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by the Tenant, then within thirty (30) days after

any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by the Tenant, whereupon the Lessor shall return to the Tenant all amounts, if any, deposited by the Tenant in accordance with the provisions hereof. The Lessor shall not be obligated to make, join in or be a party to any protest or objection to any law, order, proceeding or determination, but shall cooperate with the Tenant to the extent required by law, provided the same can be done without any liability to the Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should the Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should the Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, the Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, the Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and the Tenant shall repay to the Lessor the full amount so paid by the Lessor, including any costs, expenses and reasonable attorneys' fees incurred by the Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one percent (1%) per month from the date of payment by the Lessor. In any such event, the legality and validity of any such payment by the Lessor, and the regularity of all proceedings had in respect thereof or toward the enforcement thereof, shall be conclusively deemed to exist for the purpose of this paragraph.

(e) The Lessor shall promptly deliver to the Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

8. Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

9. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall maintain, replace and keep in good order and repair, and in a safe and sanitary condition, the entire Leased Premises, both exterior and interior and all improvements from time to time located thereon, and all the appurtenances thereof, and (to the extent the same are subject to Tenant's control) all sidewalks, driveways and passageways on, adjacent or appurtenant thereto, including the cost of structural and roof repairs and exterior painting. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs without incurring liability to Tenant for any loss or damage that may accrue to Tenant or Tenant's business by reason thereof. If Lessor makes such repairs, Tenant shall pay to Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs

10. Indemnification by Tenant; Waiver of Subrogation. (a) Tenant agrees to protect and save Lessor harmless and indemnified against and from any penalty, damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the Tenant or those holding under the Tenant.. Tenant further agrees to protect, indemnify and save the Lessor harmless from and against (i) any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Lessor arising out of any failure of the Tenant in any respect to comply with and perform all of the requirements and provisions of this Lease, and (ii) against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by the Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of the Tenant, its agents, employees and invitees, occurring on the Leased Premises or on the adjoining sidewalks, streets, alleys or ways, in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvements now or hereafter located thereon by the Tenant or any person holding under the Tenant, or any easements appurtenant thereto or to which such Leased Premises may be subject. The Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $500,000 for bodily injury to one person, $1,000,000 for bodily injury to any group of persons as the result of any one accident, and $100,000 for property damage together with umbrella coverage in the amount of $3,000,000. In the event Lessor deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

(b) Anything in this Lease to the contrary notwithstanding, neither Lessor nor Tenant shall be liable to the other for any loss or damage to property or injury to or death of persons occurring on the Leased Premises or the adjoining properties, parking areas, sidewalks, streets, alleys or passageways, or in any manner growing out of or in connection with Tenant's use and occupancy of the Leased Premises or the condition thereof or of adjoining parking areas, streets, sidewalks, alleys or passageways caused by the negligence or fault of Lessor or Tenant or of their respective agents, employees, subtenants, licensees, assignees or invitees. Lessor and Tenant each respectively hereby waive all right of recovery against the other, its agents, employees, subtenants, licensees, assignees or invitees for any such loss or damage to property or injury to or death of any persons. Lessor and Tenant agree to cause their respective insurance policies to contain provisions reflecting the waivers of subrogation described in this subparagraph (b).

11. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.

12. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the

Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant.

13. Additions, Changes, Alterations and Demolition. Except as otherwise provided herein, Tenant shall not construct or demolish improvements upon the Leased Premises or make additions to, or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of Lessor. Such work shall be performed in a good and workmanlike manner at the sole expense of the Tenant. The Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work upon the Leased Premises, and the Tenant agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 14 hereof.

14. Trade Fixtures. (a) The Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises. The Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or the Lessor by reason of the installation herein authorized. The Tenant agrees to hold the Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the aforesaid fixtures, equipment and appliances may be affixed to the Leased Premises and the Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by the Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at the sole cost and expense of the Tenant. Any fixtures, equipment or appliances referred to herein not removed as herein permitted or required shall, at the option of the Lessor, be deemed abandoned by the Tenant, to be disposed of by the Lessor as its sole property. The provisions of this subparagraph shall not apply if this Lease is terminated by or upon acquisition of the Leased Premises by the Tenant.

(c) If at any time hereafter the Tenant is in default under any of the conditions and provisions of this Lease, the Lessor shall at its option have a lien on such fixtures, equipment and appliances, and the Tenant shall not sell, encumber or remove said fixtures, equipment or appliances until the default shall have been cured.

15. Entry for Inspection. The Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not unreasonably interfere with the business

of the Tenant. The Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease

16. Warranty of Quiet Possession. Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof

17. Damage by Fire or Other Casualty. (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 11 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair.

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event at least ten percent (10%) of the estimated cost of repair is not covered by insurance, or in the event the Leased Premises are rendered untenantable in whole or in part by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above.

18. Assignment and Subletting. Tenant shall not assign this Lease nor sublet or license the use of any portion of the Leased Premises without the prior written consent of Lessor. The transfer of more than fifty percent (50%) of the outstanding shares of Tenant's stock, whether in one transaction or a series of transactions, shall be considered an assignment. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder. Tenant shall not mortgage or otherwise encumber its leasehold interest hereunder without the prior written consent of Lessor

19 Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor shall have the right to terminate this Lease if in the sole judgment of Lessor the premises remaining are such that their continued use for the purpose for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's property or for Tenant's moving expenses. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in

space of the Leased Premises taken by partial condemnation and while not replaced by restoration.

20. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant:

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days;

(2) The making by Tenant of an assignment for the benefit of its creditors;

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises;

(5) The taking of any action for the voluntary dissolution of Tenant or of its consolidation with or merger into another corporation;

(6) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not promptly removed;

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within thirty (30) days after the institution of said proceedings; and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises; or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above·

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting

first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account. At Lessor's option, and in addition to any other remedies which Lessor has upon default, Lessor may give Tenant written notice that unless all of the covenants of this Lease are fully complied with within fifteen (15) days after the giving of said notice, the entire amount of rent and all other obligations then remaining unpaid over the remainder of the term hereof shall become due and payable immediately upon the expiration of said fifteen (15) days without further notice to Tenant.

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 20 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

(f) In addition to all other remedies hereunder, Lessor shall be entitled to reasonable attorneys' fees in enforcing its rights under this Lease.

21. Abandonment of Tenant's Property. If the Tenant fails to remove any property belonging to it within ten (10) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by the Tenant), the same shall be deemed abandoned by the Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

22. Enforcement Costs. The Tenant shall pay all costs, attorneys' fees and expenses that may be incurred by the Lessor in enforcing the provisions of this Lease.

23. Holding Over by Tenant. If the Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create

only a tenancy from month to month at the last monthly rental and upon the same term and conditions herein contained (other than the length of term), which may at any time be terminated by either the Lessor or the Tenant giving to the other thirty (30) days' written notice.

24. Surrender at Termination. At the termination of this Lease for any reason other than by or upon acquisition of the Leased Premises by the Tenant, the Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by the Tenant or any party holding under the Tenant.

25. Payments to be Additional Rental. All payments to be made by the Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, the Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental.

26. Subordination; Attornment. (a) At the Lessor's option, this Lease shall be and is subordinated to any existing mortgages covering said Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of the Lessor's interest as long as the Tenant shall not be in default under any of the terms of this Lease. The Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to the Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

27. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by the Tenant from and after the due date thereof to the date of payment at the rate of one percent (1%) per month.

28. Tenant's Right of First Refusal. Lessor hereby grants Tenant the right of first refusal to purchase the Leased Premises at any time while this Lease remains in force and effect In the event Lessor receives a bona fide offer to purchase the Leased Premises from a third party, Lessor shall notify Tenant in writing of such offer and Tenant shall have the first and exclusive right to purchase the Leased Premises upon the same terms as set forth in such bona fide offer Tenant shall have fifteen (15) days to exercise this right in writing. In the event Lessor decides to sell the Leased Premises but does not have a bona fide offer from any third party, Tenant shall have the first and exclusive option to purchase the Leased Premises at the selling price offered by Lessor. Notwithstanding the foregoing, in the event Tenant's sublessee, Town & Country IGA of Black River Falls, Inc., exercises this right of first refusal or option to purchase the Leased Premises, the purchase price to be paid by said sublessee for the Leased Premises shall be reduced by the fair market value of the land described as Tract C on Exhibit A which is part of the Leased Premises and which was previously transferred to Landlord by said sublessee. In the event Tenant does

not purchase the Leased Premises, then Lessor shall be free to proceed with the proposed sale to the third party provided that such sale is consummated within ninety (90) days from and after the fifteen (15) day option period and provided that the sale is not made on more favorable terms from the purchaser's standpoint than those disclosed to Tenant. At the end of said ninety (90) day period the first refusal rights shall be reinstated and apply to any subsequent bona fide offer to purchase. Tenant's right of first refusal shall not apply in the event the Lessor is selling the Leased Premises to one of Lessor's general partners or to an organization which is affiliated with Lessor or Tenant.

29. Lessor's Right of First Refusal. If at any time during the term of this Lease Tenant receives, from a third party, a bona fide offer to purchase the Tenant's business operated from the Leased Premises, which Tenant desires to accept, then Lessor shall have the first and exclusive right to purchase Tenant's business upon the terms and subject to the conditions set forth in this Section 29. Tenant shall give Lessor a copy of such offer which specifies the name and address of the proposed transferee and the terms and conditions of the proposed transfer. Lessor shall thereupon have the prior right to purchase Tenant's business at the price and upon the other terms and conditions specified in such offer, which right Lessor may exercise by giving notice to Tenant within fifteen (15) days after Lessor's receipt of such offer. If Lessor does not exercise its right to purchase within such fifteen (15) day period, Lessor's option shall expire, and Tenant may complete the sale only on the terms and conditions specified in said offer, provided, however, that any transfer to a third party is subject to the conditions imposed by section 18 of this Lease. If the sale is not consummated on such terms and conditions within forty-five (45) days after the expiration of such fifteen (15) day period, Lessor shall again have the first option to purchase as set forth herein.

30. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth above. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

31. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of Wisconsin shall govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease.

32. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

33. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

34. No Partnership. This Lease does not create a joint venture or partnership relationship between the parties hereto.

35. Authority. Tenant hereby warrants and represents to Lessor that the individuals executing this Lease on behalf of Tenant have full right and authority to do so. Tenant further warrants and represents to Lessor that Tenant's execution of this Lease is pursuant to a resolution of Tenant's board of directors.

36. Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements. The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

37 Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR

REINHART PLAZA

By. _____
General Partner

TENANT·

GATEWAY FOODS, INC.

By: _____

Attest: _____

Tract A·

Lots 1, 2, 3, Block 16, of Knapp & Williamson's Plat of the Village, now City, of Black River Falls,

Tract B

Also a part of Fractional Lot 4, of Section 15-21-4 West, described as follows·

Commencing at the Northeast corner of Lot 1, in Block 16, of Knapp & Williamson's Plat of the Village, now City, of Black River Falls, thence East along the South line of Fillmore Street 78 feet 8 inches to the West line of South Water Street, thence South along the West line of South Water Street 197.55 feet, thence West to the Southeast corner of Lot 3 in said Block 16, thence Northerly along the East line of Lots 3, 2 and 1 in said Block 16 to the place of beginning

Also a part of Fractional Lot 4 of Section 15, Township 21 North, Range 4 West, City of Black River Falls, Jackson County, Wisconsin described as follows

Beginning at a point on the South line of Fillmore Street as located in Certified Survey No 170 recorded in Volume S-1 of Certified Survey Maps at Page 297 a distance of 198.80 feet (incorrectly written in recent deeds as 148 feet 8 inches plus 50.00 feet) Easterly from the Northwest corner of Block 16 of Knapp and Williamson's Plat of the Village (now City) of Black River Falls, thence Easterly on said Street line 8 57 feet or to the west line of South Water Street as indicated in the above mentioned Certified Survey Map, thence South on said street line 198.00 feet (one half of the distance to the North line of Pierce Street); thence Westerly on a line toward the Southeast corner of Lot 3 of Block 16 of the aforesaid Knapp and Williamson's Plat to the East line of the land described in Document no. 155148 recorded in Volume 128 of Deeds on Page 455, thence Northerly on said line to the South line of Fillmore Street and the point of beginning

Tract C

Lots Four, Five, Six, of Block Sixteen of Knapp and Williamson's Plat of the City of Black River Falls, WI

JOHN'S IGA
BLACK RIVER FALLS 08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
01 GENERAL REQUIREMENTS	$20 400
02 SITEWORK	$9,500
03 CONCRETE	$1,500
04 MASONRY	$78 800
05 METALS	$12 200
06 WOOD AND PLASTICS	$9,000
07 THERMAL & MOISTURE PROTECTION	$51,000
08 DOORS & WINDOWS	$15,600
09 FINISHES	$44,250
10 SPECIALTIES	$1,900
11 EQUIPMENT	$0
12 FURNISHINGS	$0
13 SPECIAL CONSTRUCTION	$0
14 CONVEYING SYSTEMS	$0
15 MECHANICAL	$7,600
16 ELECTRICAL	$9,200
RAW COSTS SUBTOTAL	$260 950
PROJECT MANAGEMENT OVERHEAD & PROFIT	$26 095
SUB TOTAL COSTS	$287,045
RECOMMENDED OWNER'S CONTINGENCY	$17,223
TOTAL PROJECT COST	$304,268

JOHN'S IGA
BLACK RIVER FALLS 08/01/2003

BUDGET PRICING	
DESCRIPTION	**BUDGET**
01 GENERAL CONDITIONS	
ARCHITECTURAL AND STRUCTURAL ENGINEERING	$0
BLUEPRINTS AND REPRODUCTION	$0
BUILDING PERMIT	$0
BUILDERS RISK INSURANCE - BY OWNER	$0
JOB SITE SUPERVISION AND LAYOUT	$7 200
JOB SITE MATERIAL HANDLING	$1 400
JOB SITE CLEANUP	$1 500
JOB SITE TOILET	$400
TEMPORARY TELEPHONE	$350
REFUSE CHARGES	$1,800
FINAL CLEANUP AND WINDOW WASHING	$300
ADMINISTRATIVE COSTS	$4,200
EXPENDABLE MATERIALS & SMALL TOOLS	$1,200
SIGNS	$250
FENCES AND BARRICADES	$800
TEMPORARY PROTECTION FOR WINDOWS	$1,000

JOHN'S IGA
BLACK RIVER FALLS 08/01/2003

BUDGET PRICING

DESCRIPTION	BUDGET
02 SITEWORK	
BLACK TOP REPAIR @ DOCK AREA	$4,200
LOADING DOCK CONCRETE REPAIR	$4 500
CATCH BASIN REPAIR	$800
03 CONCRETE	
SLAB ON GRADE @ ENTRANCE	$1,500
04 MASONRY	
CLEAN AND PREP CMU	$4,800
PATCH AND REPAIR LOOSE CMU	$5,600
REMOVE LOOSE STUCCO AND REPAIR	$12,600
APPLY STAIN BLOCK TO GRAFFITI	$4,800
APPLY COLOR ELASTOMERIC COATING TO CMU	$51,000
05 METAL	
REPAIR ROOF SCUPPERS	$2 800
REPAIR ROOF CAP	$5,500
MISC FLASHING REPAIR @ ENTRANCE	$700
REPLACE 5 DOWNSPOUTS	$3 200

JOHN'S IGA
BLACK RIVER FALLS 08/01/2003

BUDGET PRICING	
DESCRIPTION	**BUDGET**
06 WOOD AND PLASTICS	
REPLACE ROOF ACCESS LADDER	$1,200
REPAIR FRP PANEL @ DELI	$2,200
REPAIR FRP PANEL @ MEAT PREP AREA	$2,800
REPAIR ROOF BLOCKING @ COMPRESSORS	$2 800
07 THERMAL AND MOISTURE PROTECTION	
REPAIR ROOF SEAMS & PARAPET WALLS	$42 000
SEALANTS AND CAULKING	$6,800
MISC FLASHINGS @ ROOFTOP COMPRESSORS	$2 200
08 DOORS AND WINDOWS	
REPAIR CAULK & SEALANTS @ ALUMINUM WINDOWS	$1,400
ADJUST ENTRANCE DOORS & REPLACE SEALS	$1,200
REPLACE MEN'S BATHROOM DOOR	$1 200
REPLACE WOMEN'S BATHROOM DOOR	$1,200
REPLACE SERVICE DOOR @ DOCK	$4,800
REPLACE FIRE ESCAPE DOOR	$2 000
REPLACE REAR SERVICE DOOR	$2,000
INSTALL DOOR @ COMPRESSOR EQUIPMENT ROOM	$1 800

BUDGET PRICING

DESCRIPTION	BUDGET
09 FINISHES	
CLEAN PREP & PAINT CEILING	$8,000
REPAIR VINYL TILE @ COOLERS	$2,200
REPAIR VINYL BASE IN STORE	$1,500
REPAIR TILE FLOOR @ DELI	$1,200
REPAIR QUARRY TILE FLOOR IN COOLER	$900
REPAIR CEILING IN MEAT PREP AREA	$1 200
CEILING REPAIR @ BAKERY	$900
MISC PATCHING AND PAINTING @ WALLS	$3,500
PATCH AND PAINT MEN'S RESTROOM	$850
PATCH AND REPAIR MEN'S RESTROOM FLOOR	$600
REPAIR CEILING IN MEN'S RESTROOM	$300
PATCH AND PAINT WOMEN'S RESTROOM	$1 200
PATCH AND REPAIR WOMEN'S RESTROOM FLOOR	$600
REPAIR CEILING IN WOMEN'S RESTROOM	$300
REPAIR AND PAINT TOILET PARTITIONS	$1 800
TOILET ACCESSORIES	$1,000
EXTERIOR PAINTING AND STRIPING	$16,000
CANOPY REPAIR	$2,200
10 SPECIALITIES	
RECESSED FLOOR MAT REPAIR @ ENTRANCE	$1 900
11 EQUIPMENT	

BUDGET PRICING

DESCRIPTION	BUDGET
12 FURNISHINGS	
13 SPECIALTY CONSTRUCTION	
15 MECHANICAL	
CLEAN AND INSPECT GREASE TRAP @ DELI	$1 000
HVAC ALLOWANCE	$3 600
FIRE SPRINKLER SYSTEM	$2,600
16 ELECTRICAL	
ELECTRICAL ALLOWANCE	$5,500
FIXTURE REPLACEMENT @ BAKERY	$1,200
EXTERIOR LIGHTING	$2,500

LEASE SUMMARY

LOCATION	25th Avenue Altoona, Pennsylvania
DATE	September 15 1989
LESSOR	Reinhart Real Estate Group, Inc
TENANT	Gateway Development Co , Inc
TERM	20 years, commencing September 15, 1989 and expiring September 14, 2009, with one option to extend for an additional period of five years and one option to extend for an additional period of four years, eleven months
FIXED ANNUAL RENTAL	$94,154 00 during the initial 20-year term The annual rental during each of the extended periods shall be the greater of the rent for the initial 20-year term and the then current fair market rental value of the premises
FIXED MONTHLY RENTAL	$7,846 17 during the initial 20-year term and equal monthly installments of the adjusted fixed annual rent during the extended periods.
PERCENTAGE RENT	Commencing in the sixth year of the lease, Tenant pays percentage rent in an amount equal to 1-1/4% of Tenant's annual gross sales in excess of $9,189,433 During each lease year of any extended periods, Tenant pays percentage rent equal to the amount by which 1-1/4% of Tenant's gross sales for a lease year exceeds the fixed annual rent payable for such lease year Percentage rent is payable within 30 days following the end of each lease year
USE	Tenant may use the premises for any lawful purpose
REAL ESTATE TAXES	Paid by Tenant
UTILITIES	Paid by Tenant
MAINTENANCE AND REPAIR	Tenant makes all repairs to the premises, both structural and non-structural
INSURANCE	Tenant maintains, at its e pense, a comprehensive general liability policy with limits of not less than $3,000,000 for injury to one person, $5,000,000 for injury to more than one person as a result of one accident, and $1,000,000 for property damage Lessor has

the right to increase these limits during the term of the lease if Lessor reasonably deems them to be inadequate Lessor is to be named as an additional insured and provided a certificate of insurance

Lessor maintains fire and casualty insurance on the building at Tenant s expense Lessor may also, at Tenant's expense, procure use and occupancy insurance in th amount of up to one year's rental Lessor shall provide certificates of all such insurance to Tenant

ALTERATIONS AND ADDITIONS

Tenant may construct improvements on the premises or make additions or alterations to the premises without the consent of Lessor, provided that such work does not impair the structure of the premises or diminish the value of the premises

ASSIGNMENT AND SUBLETTING

Tenant may assign the lease or sublet the premises without Lessor's consent No assignment or subletting will relieve Tenant of any obligations

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25th Avenue

LEASE

dated as of September 15, 1989

between

REINHART REAL ESTATE GROUP, INC. as Lessor

and

GATEWAY DEVELOPMENT CO., INC as Tenant

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DATA SHEET

LESSOR.	Reinhart Real Estate Group, Inc. 100 First Bank Place P O. Box 2228 La Crosse, WI 54602
TENANT.	Gateway Development Co , Inc. P O Box 1957 La Crosse, WI 54602-1957
TERM	Twenty (20) years, with one (1) option to extend for an additional period of five (5) years and one (1) option to extend for an additional period of four (4) years eleven (11) months
FIXED ANNUAL RENTAL	During the initial term, Ninety-four Thousand One Hundred Fifty-four Dollars ($94,154). The annual rental during each extended period shall be the greater of the rent for the initial term and the then fair market rent for the Leased Premises determined at the commencement of each extended period as provided in section 3.
FIXED MONTHLY RENTAL	Seven Thousand Eight Hundred Forty-six and 17/100 Dollars ($7,846 17), payable in advance on the first day of each month during the term of this Lease and in equal monthly installments during the option periods.
ANNUAL PERCENTAGE RENT	Tenant shall pay percentage rent as set forth in section 3 hereof
LEASED PREMISES	29th Avenue, Altoona, Pennsylvania, described on attached Exhibit A.

1. Lease of Leased Premises. Lessor is the equitable owner of certain property and improvements legally described on Exhibit A (the "Leased Premises"). Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2. Term (a) The term of this Lease shall be as set forth on the Data Sheet.

(b) Provided Tenant is not in default under any of the terms of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for the periods shown on the Data Sheet, by giving Lessor six months' advance written notice before the end of the then-current term. At least three months prior to the date by which Tenant must exercise its option to extend, the parties shall determine the rent for the applicable option period as provided in section 3(b) Such extensions shall be on the same terms and conditions as set forth herein except for the rental, which will be adjusted in accordance with the Data Sheet and section 3

3. Rental Payments (a) The Tenant agrees to pay the fixed monthly rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing

(b) The Fixed Annual Rental during each of the extended periods of the term of this Lease shall be the greater of the Fixed Annual Rental during the initial term and the then fair market rental value of the Leased Premises determined at the commencement of each extended period. If Lessor and Tenant cannot agree on the fair market rental value of the Leased Premises, each party will designate an appraiser. Such appraisers shall then designate a third appraiser who shall determine the fair market rental value of the Leased Premises.

(c) Commencing in the sixth lease year and each lease year thereafter during the initial term hereof, Tenant shall pay to Lessor percentage rent in an amount equal to one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for each lease year in excess of Nine Million One Hundred Eighty-nine Thousand Four Hundred Thirty-three Dollars ($9,189,433). During each lease year of any extended periods, percentage rent payable by Tenant to Lessor shall be equal to the amount by which one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for a lease year exceeds the Fixed Annual Rental payable for such lease year. Percentage rent shall be due and payable within thirty (30) days following the end of each lease year "Lease year" means the twelve-month period commencing on the date of this Lease and each consecutive twelve-month period thereafter.

(d) The term "Gross Sales" as hereinabove used shall mean the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant or Tenant's licensees or subtenants, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts or discounts. Gross Sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. The amount of any excise, use or sales tax paid by Tenant shall not be considered as a part of the Gross Sales.

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(e) Within fifteen (15) days after the expiration of the sixth lease year and each lease year thereafter, the Tenant shall send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show Gross Sales in the Leased Premises for such lease year. The Tenant agrees to keep an accurate record of its sales in the Leased Premises, which record as well as all other accounts, books and papers referring to such sales shall be available and open to inspection of the Lessor, or its duly authorized representative, at reasonable intervals and times The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of Gross Sales and in connection with such audits to examine all of Tenant's records of Gross Sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made If such audit discloses that the Gross Sales exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential, provided, however, that Lessor may disclose such information to prospective buyers and/or lenders

4. Compliance With Law (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant

5 Use. Tenant may use the Leased Premises for any lawful purpose.

6. Taxes and Assessments (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes") Taxes due and payable during a partial lease year shall be prorated and paid accordingly

(b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest

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shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest or (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1 5%) per month from the date of payment by Lessor

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises

7 Utilities (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises

8 Maintenance and Repair Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to

Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage In the event Lessor deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor

10. Fire and Casualty Insurance Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect

11 Additions, Changes, Alterations and Demolition Tenant may construct improvements upon the Leased Premises or make additions to or alterations in and upon the Leased Premises, without the written consent of Lessor provided no such improvements or additions shall impair the structure of the Leased Premises or diminish the value of the Leased Premises Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof.

12. Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures") Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at

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the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder.

13. Entry for Inspection Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers said inspection, however, shall not unreasonably interfere with the business of Tenant Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease

14. Warranty of Quiet Possession Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof.

15 Damage by Fire or Other Casualty (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be promptly repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above

16. Assignment and Subletting Tenant may assign this Lease or sublet or license the use of any portion of the Leased Premises. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder

17. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately

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prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration.

18 Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant;

(2) The making by Tenant of an assignment for the benefit of its creditors,

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns,

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days;

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant,

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings, and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such

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removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises; or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above•

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting The balance, if any, shall be applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis, provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy

19 Abandonment of Tenant's Property If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant

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20. Enforcement Costs. Tenant shall pay all costs, reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease

21. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

22. Surrender at Termination At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant

23 Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental

24 Subordination, Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time, provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease Tenant shall execute at its cost whatever instruments may be required to effect such subordination

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

25 Lessor's Right to Cure; Interest In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month

26. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at

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any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment

27. General No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall govern the validity, performance and enforcement of this Lease The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease

28 Successors and Assigns Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns

29 Limitation of Liability Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises

30 No Partnership This Lease does not create a joint venture or partnership relationship between the parties hereto.

31 Authority. Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32 Estoppel Certificates (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no

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rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33 Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease

36 Indemnification Except as caused by the willful misconduct of Lessor, Tenant hereby indemnifies and holds Lessor harmless from and against any and all losses, damages, deficiencies, costs and expenses (including, without limitation, interest, court costs, and reasonable fees of attorneys and other experts) arising out of, incurred or sustained by Lessor with regard to or in connection with any condition of the Leased Premises, any event relating to the Leased Premises and any problems that arise with respect to the Leased Premises, including, without limitation, structural defects and environmental claims, whether arising or occurring before, on or after the date of this Lease. Notwithstanding the foregoing, it is agreed that any indemnity payment made by Seller to the Buying Group under that certain Stock Purchase Agreement among Scrivner Food Holdings, Inc., Scrivner, Inc and Food Holdings, Inc and D. B. Reinhart dated August 18, 1989 (the "Stock Purchase Agreement") shall not be considered a problem that arises with respect to the Leased Premises for purposes of this section. The terms "Seller" and "Buying Group" shall have the same meaning as in the Stock Purchase Agreement This indemnification shall survive the termination of this Lease By this indemnification, Buying Group shall not be deemed to have waived its rights, if any, against Seller under the Stock Purchase Agreement

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR.

REINHART REAL ESTATE GROUP, INC.

By: _____

Attest: _____

TENANT:

GATEWAY DEVELOPMENT CO., INC.

By: _____

Attest: _____

All that certain parcel land situate in the City of A. ona, Blair County and the Commonwealth of Pennsylvania and being more particularly bounded and described as follows

BEGINNING at an iron pin at Northerly most corner of the property, said point being the intersection of the Easterly line of 25th Avenue and the Southerly line of Ivy Side Drive thence binding on the Southerly line of Ivy Side Drive South 59 degrees 22 minutes 45 seconds East, 595 47 feet to an iron pin thence leaving said Southerly line of Ivy Side Drive and binding on the Westerly line of lands now or formerly of Hobart G. Baum South 30 degrees 33 minutes 55 seconds West, 110 00 feet to an iron pin, thence leaving said Westerly line of Hobart G. Baum and binding on the Northerly line of a 10 foot wide unoccupied alley North 59 degrees 22 minutes 45 seconds West, 183 37 feet to an iron pin, thence leaving said Northerly line and binding on the Westerly line of the aforementioned 10 foot alley and the Westerly line of lands now or formerly of Thomas P and H G Baum and lands now or formerly of E & R Wissinger, Inc South 42 degrees 28 minutes 30 seconds west, 109 58 feet to an iron pin, thence leaving said Westerly line of E & R Wissinger, Inc and binding on the Northerly line of lands now or formerly of Fairlawn Realty Corporation and lands now or formerly of Mid-State Bank and Trust Company the following two courses and distances (1) South 74 degrees 09 minutes 00 seconds West, 234 63 feet to an iron pin, thence (2) North 55 degrees 16 minutes 38 seconds West, 255 24 feet to an iron pin in the Easterly line of the aforementioned 25th Avenue, thence binding on said Easterly line of 25th Avenue North 34 degrees 43 minutes 30 seconds East, 370 05 feet to the place of BEGINNING

Containing 3 77 acres as surveyed by EADS (consulting engineers) of Altoona, Pennsylvania on December 23, 1988.

Wissinger — 25th Ave

Legal Description of Real Property

All that certain parcel of land situate in the City of Altoona, Blair County and the Commonwealth of Pennsylvania and being more particularly bounded and described as follows

BEGINNING at an iron pin at Northerly most corner of the property, said point being the intersection of the Easterly line of 25th Avenue and the Southerly line of Ivy Side Drive, thence binding on the Southerly line of Ivy Side Drive South 59 degrees 22 minutes 45 seconds East, 595 47 feet to an iron pin thence leaving said Southerly line of Ivy Side Drive and binding on the Westerly line of lands now or formerly of Robert G Baum South 30 degrees 33 minutes 55 seconds West 0 00 feet to an iron pin, thence leaving said Westerly line of Robert G Baum and binding on the Northerly line of a 10 foot wide unoccupied alley North 9 degrees 22 minutes 45 seconds West 183 37 feet to an iron pin thence leaving said Northerly line and binding on the Westerly line of the aforementioned 10 foot alley and the Westerly line of lands now or formerly of Thomas P and [illegible] G Baum and lands now or formerly of D & R Wissinger Inc South 42 degrees 28 minutes 30 seconds West 09 35 feet to an iron pin, thence leaving said Westerly line of D & R Wissinger Inc and binding on the Northerly line of lands now or formerly of Fairlawn Realty Corporation and lands now or formerly of Mid-State Bank and Trust Company the following two courses and distances (1) South 74 degrees 09 minutes 00 seconds West, 234 63 feet to an iron pin, thence (2) North 55 degrees 16 minutes 38 seconds West 255 24 feet to an iron pin in the Easterly line of the aforementioned 25th Avenue thence binding on said Easterly line of 25th Avenue North 34 degrees 43 minutes 30 seconds East, 370 05 feet to the place of BEGINNING

Containing 3 77 acres as surveyed by EADS (consulting engineers) of Altoona Pennsylvania on December 23 1988

TOGETHER WITH the right of the Grantee, its successors and assigns, to the use of unopened Ivyside Drive from the Southeasterly side of 25th Avenue to the Southeasterly line of the property herein conveyed as a means of ingress, egress and regress to and from the premises herein conveyed

Rec'd 4/17/00 from Deb Allemann at Grant

COPY

25th Avenue, Blair County

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Agreement is made as of February 4th, 2000, by and between FLEMING COMPANIES, INC., an Oklahoma corporation ("Assignor"),

A N D

GIANT FOOD STORES, INC., a Delaware corporation ("Assignee")

B A C K G R O U N D

A. REINHART REAL ESTATE GROUP, INC., as landlord and Assignor, as tenant, entered into a lease, dated September 15, 1989 (the "Lease"), with respect to certain premises located at 25th Avenue and Ivy Side Drive in the City of Altoona, Blair County, Pennsylvania, more particularly described in the Lease

B A Memorandum of Lease between Reinhart Real Estate Group, Inc and Gateway Development Co ,predecessor in interest to Assignor, was recorded with the Blair County Recorder of Deeds Office in Deed Book 1174, Page 605

C Assignor wishes to assign, and Assignee wishes to acquire all of Assignor's interest in the Lease

NOW, THEREFORE, the parties hereto with intent to be legally bound agree as follows.

1 Assignor assigns to Assignee, as of the date hereof, all of Assignor's right, title and interest in and to the Lease

A149191

Assignor represents and warrants that (i) the Lease is in full force and effect, (ii) Assignor is not in default of any of the provisions of the Lease, (iii) Assignor has not previously assigned, pledged or otherwise encumbered its leasehold interest and has full right, title and authority to carry out the provisions of this agreement, and (iv) the Lease represents the entire agreement between Landlord, as landlord, and Assignor, as tenant, and there are no other written or oral agreements or understandings between Landlord and Assignor in any way affecting the Lease or the premises described therein.

2 Assignee assumes the Lease, as of the date hereof, and agrees to pay and perform and observe all of the obligations, covenants and conditions therein contained on Assignor's part to be performed and observed, which shall accrue from and after the date hereof

3 Assignor shall indemnify and hold Assignee harmless from and against any and all claims, liabilities and expenses, including reasonable attorneys' fees, with respect to liabilities of tenant under the Lease accruing prior to the date hereof.

4 Assignee shall indemnify and hold Assignor harmless from and against any and all claims, liabilities and expenses, including reasonable attorneys' fees, with respect to liabilities of tenant under the Lease accruing on and subsequent to the date hereof

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5 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania

6. This Agreement may not be modified except by a writing executed by the parties hereto or their respective successors and assigns

7. This Agreement shall legally benefit and bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first set forth above with intent to be legally bound hereby

ATTEST

By_____
Name
Title

(CORPORATE SEAL)

ASSIGNOR:
FLEMING COMPANIES, INC

By_____
Name Lenore T. Graham
Title Sr Vice President

ATTEST

By_____
Name
Title Robert L Anderson
Exec Vice President
(CORPORATE SEAL)

ASSIGNEE
GIANT FOOD STORES, INC

By_____
Name: Gerry E. Adams
Title Vice President,
Real Estate

A149191

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

On this, the 4th day of February, 2000, before me, a Notary Public, the undersigned officer, personally appeared Lenore T Graham who acknowledged herself to be the Sr Vice President of **FLEMING COMPANIES, INC.**, an Oklahoma corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as such officer

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

Karen McWilliams
Notary Public

(SEAL)

My Commission Expires 8/10/02

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF Cumberland

On this, the 10th day of February, 2000, before me, a Notary Public, the undersigned officer, personally appeared **GERRY E. ADAMS**, who acknowledged himself to be the Vice President, Real Estate of **GIANT FOOD STORES, INC.**, a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer

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

Anne E Marchand
Notary Public

(SEAL)

My Commission Expires

NOTARIAL SEAL
ANNE E. MARCHAND Notary Public
Harrisburg PA Dauphin County
My Commission Expires Dec 2 2000

A149191

25th Ave

April 11, 2000

Linda Rauterkus
Reinhart Companies
PO Box 2228
La Crosse, WI 54602-2228

RE Giant Food Stores, Inc.
Assignment and Assumption Agreements

Dear Linda

As per our telephone conversation this morning, please find enclosed copies of the agreements that you requested

Should you need additional information, I can be contacted at (717) 240-7557

Sincerely,

Deborah K Alleman

Deborah K. Alleman
Lease Administration Associate

Enclosures

GIANT
Giant Food Stores, Inc

PO Box 249
1149 Harrisburg Pike
Carlisle Pennsylvania
17013-0249

An Ahold USA Company

Giant Food Stores, Inc.
Operators of
Giant Food Stores,
Martins Food Markets &
Edwards Super Food Stores

LEASE SUMMARY

LOCATION	U S Route 220 2032 Pleasant Valley Blvd Bellemeade, Pennsylvania
DATE	September 15, 1989
LESSOR	Reinhart Real Estate Group, Inc.
TENANT.	Gateway Development Co , Inc
TERM	20 years, commencing September 15, 1989 and expiring September 14, 2009, with one option to extend for an additional period of five years and one option to extend for an additional period of four years, eleven months.
FIXED ANNUAL RENTAL	$234,981 00 during the initial 20-year term The annual rental during each of the extended periods shall be the greater of the rent for the initial 20-year term and the then current fair market rental value of the premises
FIXED MONTHLY RENTAL	$19,581 75 during the initial 20-year term and equal monthly installments of the adjusted fixed annual rent during the extended periods
PERCENTAGE RENT	Commencing in the sixth year of the lease, Tenant pays percentage rent in an amount equal to 1-1/4% of Tenant's annual gross sales in excess of $22,934,134 During each lease year of any extended periods, Tenant pays percentage rent equal to the amount by which 1-1/4% of Tenant's gross sales for a lease year exceeds the fixed annual rent payable for such lease year Percentage rent is payable within 30 days following the end of each lease year
USE	Tenant may use the premises for any lawful purpose
REAL ESTATE TAXES	Paid by Tenant
UTILITIES	Paid by Tenant
MAINTENANCE AND REPAIR	Tenant makes all repairs to the premises, both structural and non-structural
INSURANCE	Tenant maintains, at its expense, a comprehensive general liability policy with limits of not less than $3,000,000 for injury to one person, $5,000,000 for injury to more than one person as a result of one accident, and $1,000,000 for property damage Lessor has

	the right to increase these limits during the term of the lease if Lessor reasonably deems them to be inadequate Lessor is to be named as an additional insured and provided a certificate of insurance.
	Lessor maintains fire and casualty insurance on the building at Tenant's expense Lessor may also, at Tenant's expense, procure use and occupancy insurance in the amount of up to one year's rental Lessor shall provide certificates of all such insurance to Tenant
ALTERATIONS AND ADDITIONS	Tenant may construct improvements on the premises or make additions or alterations to the premises without the consent of Lessor, provided that such work does not impair the structure of the premises or diminish the value of the premises
ASSIGNMENT AND SUBLETTING	Tenant may assign the lease or sublet the premises without Lessor's consent No assignment or subletting will relieve Tenant of any obligations

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Bellemeade

LEASE

dated as of September 15, 1989

between

REINHART REAL ESTATE GROUP, INC as Lessor

and

GATEWAY DEVELOPMENT CO., INC as Tenant

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DATA SHEET

LESSOR	Reinhart Real Estate Group, Inc. 100 First Bank Place P. O. Box 2228 La Crosse, WI 54602
TENANT	Gateway Development Co., Inc. P O Box 1957 La Crosse, WI 54602-1957
TERM	Twenty (20) years, with one ( ) option to extend for an additional period of five (5) years and one (1) option to extend for an additional period of four (4) years eleven (11) months
FIXED ANNUAL RENTAL	During the initial term, Two Hundred Thirty-four Thousand Nine Hundred Eighty-one Dollars ($234,981) The annual rental during each extended period shall be the greater of the rent for the initial term and the then fair market rent for the Leased Premises determined at the commencement of each extended period as provided in section 3
FIXED MONTHLY RENTAL	Nineteen Thousand Five Hundred Eighty-one and 75/100 Dollars ($19,581 75), payable in advance on the first day of each month during the term of this Lease and in equal monthly installments during the option periods.
ANNUAL PERCENTAGE RENT	Tenant shall pay percentage rent as set forth in section 3 hereof
LEASED PREMISES	U.S. Route 220, Bellemeade, Pennsylvania, described on attached Exhibit A.

1 Lease of Leased Premises Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises"). Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein

2. Term (a) The term of this Lease shall be as set forth on the Data Sheet

(b) Provided Tenant is not in default under any of the terms of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for the periods shown on the Data Sheet, by giving Lessor six months' advance written notice before the end of the then-current term At least three months prior to the date by which Tenant must exercise its option to extend, the parties shall determine the rent for the applicable option period as provided in section 3(b) Such extensions shall be on the same terms and conditions as set forth herein except for the rental, which will be adjusted in accordance with the Data Sheet and section 3

3 Rental Payments (a) The Tenant agrees to pay the fixed monthly rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Fixed Annual Rental during each of the extended periods of the term of this Lease shall be the greater of the Fixed Annual Rental during the initial term and the then fair market rental value of the Leased Premises determined at the commencement of each extended period If Lessor and Tenant cannot agree on the fair market rental value of the Leased Premises, each party will designate an appraiser Such appraisers shall then designate a third appraiser who shall determine the fair market rental value of the Leased Premises.

(c) Commencing in the sixth lease year and each lease year thereafter during the initial term hereof, Tenant shall pay to Lessor percentage rent in an amount equal to one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for each lease year in excess of Twenty-two Million Nine Hundred Thirty-four Thousand One Hundred Thirty-four Dollars ($22,934,134). During each lease year of any extended periods, percentage rent payable by Tenant to Lessor shall be equal to the amount by which one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for a lease year exceeds the Fixed Annual Rental payable for such lease year Percentage rent shall be due and payable within thirty (30) days following the end of each lease year. "Lease year" means the twelve-month period commencing on the date of this Lease and each consecutive twelve-month period thereafter.

(d) The term "Gross Sales" as hereinabove used shall mean the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant or Tenant's licensees or subtenants, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts or discounts. Gross Sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. The amount of any excise, use or sales tax paid by Tenant shall not be considered as a part of the Gross Sales

e) Within fifteen (15) days after the expiration of the first Lease Year and each Lease Year thereafter, the Tenant shall send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show Gross Sales in the Leased Premises for such Lease Year. The Tenant agrees to keep an accurate record of its sales in the Leased Premises which record as well as all other accounts, books and papers pertaining to such sales shall be available and open to inspection of the Lessor or its duly authorized representative at reasonable intervals and times. The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of Gross Sales and in connection with such audits to examine all of Tenant's records of Gross Sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made. If such audit discloses that the Gross Sales exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential, provided, however, that Lessor may disclose such information to prospective buyers and/or lenders.

- Compliance With Law. (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

- Use. Tenant may use the Leased Premises for any lawful purpose.

- Taxes and Assessments. (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes"). Taxes due and payable during a partial Lease Year shall be prorated and paid accordingly.

(b) If any tax shall be levied, assessed or imposed upon or income arising from the rents payable hereunder, partly or wholly in lieu of or as a substitute for any or all of the Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest

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shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest or (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay, or (3) shall deposit with Lessor as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action of Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof. Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by Lessor.

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7 Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

8 Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to

Lessor the costs of such repairs plus an amount equal to ten percent 10%) of such costs

9 Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage In the event Lessor deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor

10 Fire and Casualty Insurance Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect

11. Additions, Changes, Alterations and Demolition Tenant may construct improvements upon the Leased Premises or make additions to or alterations in and upon the Leased Premises, without the written consent of Lessor provided no such improvements or additions shall impair the structure of the Leased Premises or diminish the value of the Leased Premises Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof

12 Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures") Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized. Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at

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the sole cost and expense of Tenant Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property.

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder

13 Entry for Inspection Lessor, its representatives, its mortgagees and their representatives shall have the right during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers· said inspection, however, shall not unreasonably interfere with the business of Tenant Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease

14 Warranty of Quiet Possession. Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof

15. Damage by Fire or Other Casualty (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be promptly repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above

16. Assignment and Subletting. Tenant may assign this Lease or sublet or license the use of any portion of the Leased Premises Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder.

17 Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein

(b) If less than all of the Leased Premises s taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately

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prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration.

18. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant:

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant,

(2) The making by Tenant of an assignment for the benefit of its creditors,

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns,

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days,

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant,

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings, and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such

emoval as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises or

2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph 1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting The balance, if any, shall be applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy

19. Abandonment of Tenant's Property If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

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20 Enforcement Costs. Tenant shall pay all costs reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease

21 Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

22. Surrender at Termination At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant

23 Payments to be Additional Rental All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental

24 Subordination; Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease Tenant shall execute at its cost whatever instruments may be required to effect such subordination

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

25. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1 5%) per month

26 Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at

any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

27. General No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease.

28. Successors and Assigns Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns

29. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

30. No Partnership This Lease does not create a joint venture or partnership relationship between the parties hereto

31. Authority Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32. Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements. The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no

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rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein.

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease

36. Indemnification. Except as caused by the willful misconduct of Lessor, Tenant hereby indemnifies and holds Lessor harmless from and against any and all losses, damages, deficiencies, costs and expenses (including, without limitation, interest, court costs, and reasonable fees of attorneys and other experts) arising out of, incurred or sustained by Lessor with regard to or in connection with any condition of the Leased Premises, any event relating to the Leased Premises and any problems that arise with respect to the Leased Premises, including, without limitation, structural defects and environmental claims, whether arising or occurring before, on or after the date of this Lease Notwithstanding the foregoing, it is agreed that any indemnity payment made by Seller to the Buying Group under that certain Stock Purchase Agreement among Scrivner Food Holdings, Inc., Scrivner, Inc and Food Holdings, Inc. and D B Reinhart dated August 18, 1989 (the "Stock Purchase Agreement") shall not be considered a problem that arises with respect to the Leased Premises for purposes of this section The terms "Seller" and "Buying Group" shall have the same meaning as in the Stock Purchase Agreement. This indemnification shall survive the termination of this Lease By this indemnification, Buying Group shall not be deemed to have waived its rights, if any, against Seller under the Stock Purchase Agreement

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR

REINHART REAL ESTATE GROUP, INC.

By: _____

Attest: _____

TENANT

GATEWAY DEVELOPMENT CO., INC.

By: _____

Attest: _____

WESTMONT REALTY
PARCEL #1 WISSINGERS MARKET BELLMEADE STORE
DESCRIPTION OF 4.94 ACRES
ANTIS TOWNSHIP
BLAIR COUNTY, PENNSYLVANIA

All that certain parcel of land situate in the township of Antis Blair County and the Commonwealth of Pennsylvania being more particularly bounded and described as follows

BEGINNING at a copper weld pipe in the westerly line of U S. Route 220, said pipe being a corner common to the lands described herein and to lands now or formerly of Robert Bowman and Robert Shelton, thence binding on the easterly lines of said Robert Bowman and Robert Shelton the following three courses and distances

1. North 64 degrees 18 minutes 00 seconds West 250.00 feet to a copper weld pipe, thence
2 North 31 degrees 18 minutes 00 seconds West, 360 00 feet to a copper weld pipe, thence
3 North 12 degrees 32 minutes 00 seconds East, 263.36 feet to an iron pin, thence leaving said easterly lines of Robert Bowman and Robert Shelton and binding on the southerly lines of lands now of formerly of Westmont Realty, herein referred to as Parcel #2 the following three courses and distances
1 South 64 degrees 18 minutes 25 seconds West 388 69 feet to a point, part of said 388 69 foot line passing through the center of a twelve inch party wall, thence
2 North 25 degrees 42 minutes 00 seconds East, 35.10 feet to a point thence
3. South 64 degrees 18 minutes 00 seconds East, 214.88 feet to a point in the westerly line of the aforementioned U S Route 220; thence leaving said southerly line of Parcel #2 and binding on the westerly line of U S Route 220
South 25 degrees 42 minutes 00 seconds West, 411.98 feet to the place of beginning

Containing 4 94 acres as surveyed by EADS (consulting engineers) of Altoona, Pennsylvania on December 23, 1988

Recd 4/17/00 from Deb Allemen at Grant

COPY

Bellemeade
Pleasant Valley Road, Blair County

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Agreement is made as of February 4th, 2000, by and between FLEMING COMPANIES, INC , an Oklahoma corporation ("Assignor"),

A N D

GIANT FOOD STORES, INC., a Delaware corporation ("Assignee")

B A C K G R O U N D

A REINHART REAL ESTATE GROUP, INC., as landlord and Assignor, as tenant, entered into a lease, dated September 15, 1989 (the "Lease"), with respect to certain premises located at Route 220 in Antis Township, Blair County, Pennsylvania, more particularly described in the Lease

B A Memorandum of Lease between Reinhart Real Estate Group, Inc and Gateway Development Co ,predecessor in interest to Assignor, was recorded with the Blair County Recorder of Deeds Office in Deed Book 1174, Page 626. A Memorandum of Amendment to Lease between Reinhart Real Estate Group, Inc and Assignor was recorded with the Blair County Recorder of Deeds Office immediately prior hereto correcting the legal description contained in the original Memorandum of Lease

A149192

C. Assignor wishes to assign, and Assignee wishes to acquire all of Assignor's interest in the Lease.

NOW, THEREFORE, the parties hereto with intent to be legally bound agree as follows

1 Assignor assigns to Assignee, as of the date hereof, all of Assignor's right, title and interest in and to the Lease

Assignor represents and warrants that (i) the Lease is in full force and effect, (ii) Assignor is not in default of any of the provisions of the Lease, (iii) Assignor has not previously assigned, pledged or otherwise encumbered its leasehold interest and has full right, title and authority to carry out the provisions of this agreement, and (iv) the Lease represents the entire agreement between Landlord, as landlord, and Assignor, as tenant, and there are no other written or oral agreements or understandings between Landlord and Assignor in any way affecting the Lease or the premises described therein

2. Assignee assumes the Lease, as of the date hereof, and agrees to pay and perform and observe all of the obligations, covenants and conditions therein contained on Assignor's part to be performed and observed, which shall accrue from and after the date hereof

3 Assignor shall indemnify and hold Assignee harmless from and against any and all claims, liabilities and expenses, including reasonable attorneys' fees, with respect to liabilities of tenant under the Lease accruing prior to the date hereof

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4. Assignee shall indemnify and hold Assignor harmless from and against any and all claims, liabilities and expenses, including reasonable attorneys' fees, with respect to liabilities of tenant under the Lease accruing on and subsequent to the date hereof GEA

5 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania

6. This Agreement may not be modified except by a writing executed by the parties hereto or their respective successors and assigns.

7 This Agreement shall legally benefit and bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first set forth above with intent to be legally bound hereby.

ATTEST

By_____
Name:
Title.

(CORPORATE SEAL)

ASSIGNOR
FLEMING COMPANIES, INC

By_____
Name: Lenore T Graham
Title Sr Vice President

ATTEST:

By_____
Name
Title Robert L Anderson
Exec Vice President

(CORPORATE SEAL)

ASSIGNEE
GIANT FOOD STORES, INC.

By_____
Name Gerry E. Adams
Title. Vice President,
Real Estate

A149192

STATE OF OKLAHOMA

SS

COUNTY OF OKLAHOMA

On this, the 4th day of February, 2000, before me, a Notary Public, the undersigned officer, personally appeared Lenore T Graham who acknowledged herself to be the Sr Vice President of **FLEMING COMPANIES, INC.**, an Oklahoma corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as such officer

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

Karen M Williams
Notary Public

(SEAL)

My Commission Expires 8/6/02

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF Cumberland

On this, the 10th day of February, ~~1999~~ 2000 AD, before me, a Notary Public, the undersigned officer, personally appeared **GERRY E. ADAMS**, who acknowledged himself to be the Vice President, Real Estate of **GIANT FOOD STORES, INC.**, a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer

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

NOTARIAL SEAL
ANNE E. MARCHAND, Notary Public
Harrisburg, PA Dauphin County
My Commission Expires Dec 2 2000

Anne E. Marchand
Notary Public

(SEAL)

My Commission Expires

A149192

Bellemade

April 11, 2000

Linda Rauterkus
Reinhart Companies
PO Box 2228
La Crosse, WI 54602-2228

RE Giant Food Stores, Inc
Assignment and Assumption Agreements

Dear Linda

As per our telephone conversation this morning, please find enclosed copies of the agreements that you requested

Should you need additional information, I can be contacted at (717) 240-7557

Sincerely,

Deborah K. Alleman

Deborah K. Alleman
Lease Administration Associate

Enclosures

GIANT
Giant Food Stores, Inc.

PO Box 249
1149 Harrisburg Pike
Carlisle, Pennsylvania
17013-0249

An Ahold USA Company

Giant Food Stores, Inc
Operators of
Giant Food Stores,
Martin's Food Markets &
Edwards Super Food Stores

Blair Markets Duncansville
Meadows Intersection

LEASE

dated as of September 15, 1989

between

REINHART REAL ESTATE GROUP, INC. as Lessor

and

GATEWAY DEVELOPMENT CO., INC. as Tenant

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1. Lease of Leased Premises. Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises"). Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2. Term. (a) The term of this Lease shall be as set forth on the Data Sheet.

(b) Provided Tenant is not in default under any of the terms of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for the periods shown on the Data Sheet, by giving Lessor six months' advance written notice before the end of the then-current term. At least three months prior to the date by which Tenant must exercise its option to extend, the parties shall determine the rent for the applicable option period as provided in section 3(b). Such extensions shall be on the same terms and conditions as set forth herein except for the rental, which will be adjusted in accordance with the Data Sheet and section 3.

3. Rental Payments. (a) The Tenant agrees to pay the fixed monthly rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Fixed Annual Rental during each of the extended periods of the term of this Lease shall be the greater of the Fixed Annual Rental during the initial term and the then fair market rental value of the Leased Premises determined at the commencement of each extended period. If Lessor and Tenant cannot agree on the fair market rental value of the Leased Premises, each party will designate an appraiser. Such appraisers shall then designate a third appraiser who shall determine the fair market rental value of the Leased Premises.

(c) Commencing in the sixth lease year and each lease year thereafter during the initial term hereof, Tenant shall pay to Lessor percentage rent in an amount equal to one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for each lease year in excess of Eleven Million Four Hundred Sixty-five Thousand Nine Hundred Seventy-eight Dollars ($11,465,978). During each lease year of any extended periods, percentage rent payable by Tenant to Lessor shall be equal to the amount by which one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for a lease year exceeds the Fixed Annual Rental payable for such lease year. Percentage rent shall be due and payable within thirty (30) days following the end of each lease year. "Lease year" means the twelve-month period commencing on the date of this Lease and each consecutive twelve-month period thereafter.

(d) The term "Gross Sales" as hereinabove used shall mean the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant or Tenant's licensees or subtenants, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts or discounts. Gross Sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. The amount of any excise, use or sales tax paid by Tenant shall not be considered as a part of the Gross Sales.

e) Within fifteen (15) days after the expiration of the sixth lease year and each lease year thereafter, the Tenant shall send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show Gross Sales in the Leased Premises for such lease year. The Tenant agrees to keep an accurate record of its sales in the Leased Premises, which record as well as all other accounts, books and papers referring to such sales shall be available and open to inspection of the Lessor, or its duly authorized representative, at reasonable intervals and times. The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of Gross Sales and in connection with such audits to examine all of Tenant's records of Gross Sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made If such audit discloses that the Gross Sales exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential, provided, however, that Lessor may disclose such information to prospective buyers and/or lenders

- Compliance With Law (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

5 Use. Tenant may use the Leased Premises for any lawful purpose.

6. Taxes and Assessments (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes") Taxes due and payable during a partial lease year shall be prorated and paid accordingly.

b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes other than ordinary income taxes), Tenant and not Lessor shall pay the same

c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest

shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; or (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof. Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by Lessor.

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7. Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

8. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to

Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage. In the event Lessor deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

10. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.

11. Additions, Changes, Alterations and Demolition. Tenant may construct improvements upon the Leased Premises or make additions to or alterations in and upon the Leased Premises, without the written consent of Lessor provided no such improvements or additions shall impair the structure of the Leased Premises or diminish the value of the Leased Premises. Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof.

12. Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures"). Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized. Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at

the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property.

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder.

13. Entry for Inspection. Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not unreasonably interfere with the business of Tenant. Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

14. Warranty of Quiet Possession. Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease. Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof

15. Damage by Fire or Other Casualty. (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be promptly repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above.

16. Assignment and Subletting. Tenant may assign this Lease or sublet or license the use of any portion of the Leased Premises. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder.

17. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately

prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose. During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration.

18. Defaults and Remedies. (a) The occurrence of any one or more of the following shall constitute a default by Tenant:

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant;

(2) The making by Tenant of an assignment for the benefit of its creditors;

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days;

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant;

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings; and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

(1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such

removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises; or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

(c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above.

(1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

19 Abandonment of Tenant's Property. If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

20. Enforcement Costs. Tenant shall pay all costs, reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease.

21. Holding Over by Tenant. If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice.

22. Surrender at Termination. At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant.

23. Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental.

24. Subordination; Attornment. (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease. Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

25. Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease. Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1 5%) per month.

26. Notices. Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at

any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed. Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

27. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall govern the validity, performance and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease. Time is of the essence as to all provisions of this Lease.

28. Successors and Assigns. Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

29. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises.

30. No Partnership. This Lease does not create a joint venture or partnership relationship between the parties hereto.

31. Authority. Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32. Estoppel Certificates. (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements. The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no

rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein.

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease.

36. Indemnification. Except as caused by the willful misconduct of Lessor, Tenant hereby indemnifies and holds Lessor harmless from and against any and all losses, damages, deficiencies, costs and expenses (including, without limitation, interest, court costs, and reasonable fees of attorneys and other experts) arising out of, incurred or sustained by Lessor with regard to or in connection with any condition of the Leased Premises, any event relating to the Leased Premises and any problems that arise with respect to the Leased Premises, including, without limitation, structural defects and environmental claims, whether arising or occurring before, on or after the date of this Lease. Notwithstanding the foregoing, it is agreed that any indemnity payment made by Seller to the Buying Group under that certain Stock Purchase Agreement among Scrivner Food Holdings, Inc., Scrivner, Inc. and Food Holdings, Inc. and D. B. Reinhart dated August 18, 1989 (the "Stock Purchase Agreement") shall not be considered a problem that arises with respect to the Leased Premises for purposes of this section. The terms "Seller" and "Buying Group" shall have the same meaning as in the Stock Purchase Agreement. This indemnification shall survive the termination of this Lease. By this indemnification, Buying Group shall not be deemed to have waived its rights, if any, against Seller under the Stock Purchase Agreement.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR:

REINHART REAL ESTATE GROUP, INC.

By: _____

Attest: _____

TENANT:

GATEWAY DEVELOPMENT CO., INC.

By: _____

Attest: _____

Legal Description of Real Property

All that certain parcel of land situate in the townships of Allegheny and Blair, County of Blair and the Commonwealth of Pennsylvania being more particularly bounded and described as follows.

BEGINNING at an iron pin on the Southeasterly line of S R. 1001, said point being the Southwesterly corner of lands now or formerly of Delbert and Jean Meadows, thence binding on the Southerly line of lands of Delbert and Jean Meadows the following two courses and distances (1) South 53 degrees 12 minutes 00 seconds East, 84 05 feet to an iron pin, thence (2) North 84 degrees 53 minutes 00 seconds East, 324 00 feet to an iron pin, thence leaving said Southerly line of Delbert and Jean Meadows and binding on the Southerly line of lands now or formerly of Central Pennsylvania National Bank the following three courses and distances (1) South 59 degrees 52 minutes 00 seconds East, 65.00 feet to an iron pin, thence (2) South 64 degrees 52 minutes 00 seconds East, 87 00 feet to an iron pin, thence (3) South 50 degrees 03 minutes 00 seconds East, 76 32 feet to an iron pin, thence leaving said Southerly line of Central Pennsylvania National Bank and binding on the Northerly lines of lands now or formerly of of Gordon L and Mary C Delozier the following two courses and distances (1) South 35 degrees 06 minutes 00 seconds West, 525 00 feet to an iron pin, thence (2) North 59 degrees 0- minutes 00 seconds West, 600 00 feet to an iron pin in the Southeasterly line of the aforementioned S R 1001, thence leaving said Northerly line of Gordon L and Mary C Delozier and binding on the Southeasterly line of said S R 1001 North 41 degrees 44 minutes 00 seconds East, 350 00 feet to the place of BEGINNING

Containing 0 028 acres as surveyed by EADS (consulting engineers) of Altoona, Pennsylvania on December 23, 1988.

TOGETHER WITH an access license described as follows

ALL that certain parcel of land situate in the townships of Allegheny and Blair, County of Blair and the Commonwealth of Pennsylvania being more particularly bounded and described as follows:

to lands of now or formerly of Central Pennsylvania National Bank and lands now or formerly of Nancy R Bowman et al, thence through the lands of said Central Pennsylvania National Bank the following two courses and distances. (1) South 31 degrees 40 minutes 53 seconds West, 285.32 feet to a point, thence (2) South 32 degrees 59 minutes 39 seconds WEst, 100.76 feet to a point on the Northerly line of Wissingers Blair County Markets, Inc., thence binding on said Northerly line of Wissingers Blair County Markets, Inc North 59 degrees 52 minutes 00 seconds West, 30 04 feet to an iron pin at the corner of lands now or formerly of Delbert and Jean Meadows, thence leaving said Northerly line of Wissingers Blair County Markets,Inc. and running through lands of the aforementioned Central Pennsylvania National Bank the following two courses and distances. (1) North 32 degrees 59 minutes 39 seconds East, 101.85 feet to a point, thence (2) North 31 degrees 40 minutes 53 seconds East, 286.77 feet to a point on the Southerly line of the aforementioned S.R. 1002; thence binding on said Southerly line of S R 1002 the following two courses and distances (1) along the arc of a curve to the left 20.33 feet to a point, said curve having a radius of 789.49 feet and a chord bearing and distance of South 55 degrees 12 minutes 20 seconds West, 20 30 feet; thence (2) South 54 degrees 38 minutes 27 seconds East, 9.75 feet to the place of BEGINNING.

Containing 0.267 acres as surveyed by EADS (consulting engineers) of Altoona, Pennsylvania on December 23, 1988.

AMENDMENT TO LEASE AND MEMORANDUM OF LEASE

THIS AMENDMENT TO LEASE AND MEMORANDUM OF LEASE is made as of February 4, 2000, between Reinhart Real Estate Group, Inc , a Wisconsin corporation ("Landlord"), and FLEMING COMPANIES, INC , an Oklahoma corporation ("Tenant")

WITNESSETH

Landlord and Tenant desire to amend certain information contained in the Lease defined below and in the Memorandum of Lease between the parties recorded with the Blair County Recorder of Deeds Office in Record Book 1174, Page 626 (the "Memorandum of Lease")

1 Landlord The name of the Landlord is Reinhart Real Estate Group, Inc , a Wisconsin corporation

2 Tenant The name of the Tenant is Fleming Companies, Inc, a Oklahoma corporation

3 Addresses

(a) The address of the Landlord is 100 First Bank Plaza, P O Box 2228, La Crosse, WI 54602-2228

(b) The address of the Tenant is 6301 Waterford Boulevard Oklahoma City, OK 73126

4 Lease The date of the lease between the Landlord and Gateway Development Co , Inc , predecessor to Tenant, is September 15, 1989 (such lease, including any amendments thereto, the "Lease")

5 Demised Premises The legal description attached to the Lease and to the Memorandum of Lease did not describe the premises leased under the terms of the Lease The parties hereto agree that the premises, owned by the Landlord and leased to the Tenant under the terms of the Lease is that certain premises containing 5 08 acres, located in Antis Township, Blair County, Pennsylvania as described on the Exhibit "A" attached hereto and made a part hereof Such premises were conveyed to Landlord pursuant to a Deed recorded with the Blair County Recorder of Deeds Office in Deed Book 1174, page 622

6 Commencement Date The term of the Lease commenced on September 15, 1989

7 Expiration Date of Initial Term The initial term of the Lease shall expire on September 14, 2009

8 Renewal Options The Tenant has one (1) option to renew the term of the Lease for an additional five (5) year period and one (1) option to extend for a period of four (4) years and eleven (11) months

9 Miscellaneous Except as noted in Section 5 above, nothing contained herein is intended to, nor shall it modify, amend, supersede or otherwise affect the terms and provisions of the Lease The parties hereto by reference incorporate herein all the terms, covenants and conditions contained in the Lease and agree to observe, conform to and comply with such terms, covenants and conditions on the part of each to be observed and performed For a complete statement of the rights, privileges and obligations created under and by the Lease and of the terms, covenants and conditions contained therein, reference is hereby made to the Lease

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to Memorandum of Lease to be duly executed as of the day and year first above written

LANDLORD

REINHART REAL ESTATE GROUP, INC

By Gerald E Connolly
Name GERALD E CONNOLLY
Title SECRETARY

ATTEST

By _____
Name
Title

(Corporate Seal)

TENANT
FLEMING COMPANIES, INC

By _____
Name
Title

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this, the 4th day of February, 2000, before me, a Notary Public, the undersigned officer, personally appeared GERALD E CONNOLLY, who acknowledged himself to be the Secretary of Reinhart Real Estate Group, Inc , a Wisconsin corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer

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

John D. Ghost
Notary Public
My Commission ~~Expires~~ is permanent

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

On this, the _____ day of February, 2000, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged ___self to be the _____ of **FLEMING COMPANIES, INC** , an Oklahoma corporation, and that ____ as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by ___self as such officer

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

_____
Notary Public
My Commission Expires _____

LEASE SUMMARY

LOCATION	31st Street Altoona, Pennsylvania
DATE	September 15, 1989
LESSOR	Reinhart Real Estate Group, Inc.
TENANT	Gateway Development Co , Inc
TERM	20 years, commencing September 15, 1989 and expiring September 14, 2009, with one option to extend for an additional period of five years and one option to extend for an additional period of four years, eleven months
FIXED ANNUAL RENTAL	$117,926 00 during the initial 20-year term The annual rental during each of the extended periods shall be the greater of the rent for the initial 20-year term and the then current fair market rental value of the premises
FIXED MONTHLY RENTAL	$9,827 16 during the initial 20-year term and equal monthly installments of the adjusted fixed annual rent during the extended periods
PERCENTAGE RENT	Commencing in the sixth year of the lease, Tenant pays percentage rent in an amount equal to 1-1/4% of Tenant's annual gross sales in excess of $11,509,575 During each lease year of any extended periods, Tenant pays percentage rent equal to the amount by which 1-1/4% of Tenant's gross sales for a lease year exceeds the fixed annual rent payable for such lease year Percentage rent is payable within 30 days following the end of each lease year
USE	Tenant may use the premises for any lawful purpose
REAL ESTATE TAXES	Paid by Tenant
UTILITIES.	Paid by Tenant
MAINTENANCE AND REPAIR	Tenant makes all repairs to the premises, both structural and non-structural
INSURANCE	Tenant maintains, at its expense, a comprehensive general liability policy with limits of not less than $3,000,000 for injury to one person, $5,000,000 for injury to more than one person as a result of one accident, and $1,000,000 for property damage Lessor has

the right to increase these limits during the term of the lease if Lessor reasonably deems them to be inadequate Lessor is to be named as an additional insured and provided a certificate of insurance.

Lessor maintains fire and casualty insurance on the building at Tenant's expense Lessor may also, at Tenant's expense, procure use and occupancy insurance in the amount of up to one year's rental Lessor shall provide certificates of all such insurance to Tenant

ALTERATIONS AND ADDITIONS

Tenant may construct improvements on the premises or make additions or alterations to the premises without the consent of Lessor, provided that such work does not impair the structure of the premises or diminish the value of the premises

ASSIGNMENT AND SUBLETTING

Tenant may assign the lease or sublet the premises without Lessor's consent No assignment or subletting will relieve Tenant of any obligations

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1 .SE ASSIGNMENT AND ASSUMPT N

REINHART REAL ESTATE GROUP, INC ("Assignor"), for One Dollar ($1 00) and other good and valuable consideration to Assignor in hand paid by GATEWAY DEVELOPMENT CO., INC. (Assignee"), the receipt of which is hereby acknowledged, and in consideration of the agreements and undertakings of Assignee hereinafter set forth, by these presents does grant, transfer and assign unto Assignee all of Assignor's right, title and interest in and to that certain lease described on Exhibits A and B attached hereto (the "Lease"), effective as of the date hereof.

Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be performed or observed from and after this date by the lessor under the Lease other than those based upon conditions existing or events occurring prior to the date of this Agreement.

Dated September 15, 1989

ASSIGNEE

GATEWAY DEVELOPMENT CO., INC

By _____ - PMB
D B Reinhart

Attest _____
Gerald E. Connolly

ASSIGNOR

REINHART REAL ESTATE GROUP, INC

By _____ - PMB
D. B Reinhart

Attest _____
Gerald E Connolly

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 12th day of September, 1989, the above-named D B Reinhart, President, and Gerald E Connolly, Secretary, of Gateway Development Co , Inc , to me known to be the persons who executed the foregoing instrument and acknowledged the same in their respective capacities on behalf of the corporation

_____
Notary Public, State of Wisconsin
My Commission is permanent

[Notarial Seal]

STATE OF WISCONSIN)
) SS
COUNTY OF Milwaukee)

Personally came before me this 12th day of September, 1989, the above-named D B Reinhart, President, and Gerald E Connolly, Secretary, of Reinhart Real Estate Group, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same in their respective capacities on behalf of the corporation

_____
Notary Public, State of Wisconsin
My Commission is permanent

[Notarial Seal]

This document was drafted by

Michael D Zeka
Minahan & Peterson, S.C
Suite 2200
411 East Wisconsin Avenue
Milwaukee, WI 53202-4499

21st STREET IGA MARKET

ALL that certain parcel of land situate in the City of Altoona County of Blair and Commonwealth of Pennsylvania bounded and described as follows.

BEGINNING at the point of intersection of the northeasterly right of way line of 21st Street with the northwesterly right of way line of Maple Avenue thence from the said point of beginning along the northeasterly right of way line of 21st Street 220 feet more or less to the center of Oak Avenue thence along the center line of Oak Avenue in a northeasterly direction 223 feet more or less to a point thence at right angles in a southeasterly direction 25 00 feet to a point on the line of land now of formerly Dennis Olwine thence in a southeasterly direction along the lands now or formerly of Dennis Olwine Terrance Conroy and Marainne Muri to a point at the southeasterly property corner of lands now or formerly Marainne Muri, thence in a northeasterly direction along the lands now or formerly of Marainne Muri 25 feet more or less to a point thence at a right angle to the right in a southeasterly direction 25 feet more or less, to a point thence in a northeasterly direction 47 feet, more or less to the southwesterly right of way line of 30th Street, thence along the southwesterly right of way line of 30th Street in a southeasterly direction 50 feet more or less, to a point thence through lands of Westmont Realty in a southwesterly direction 160 feet, more or less to a point 47 00 feet southeast of the one story concrete block office building, thence continuing through lands of Westmont Realty on a line at a right angle to the left in a southeasterly direction 60 feet more or less to a point on the northwesterly right of way line of Maple Avenue, thence in a southwesterly direction along the northwesterly right of way line of Maple Avenue 215 feet more or less to the point and place of beginning

1 Oral month-to-month lease with Central Bank for an inside ATM (Mac) machine with rent of $100 per month

2 Oral month-to-month lease with James Watt (La Greenhouse) for 120 square feet with rent at $150 per month plus 20% of his sales over $1,200 per month.

WESTMONT REALTY
PARCEL #1 WISSINGERS MARKET BELLMEADE STORE
DESCRIPTION OF 4.94 ACRES
ANTIS TOWNSHIP
BLAIR COUNTY, PENNSYLVANIA

ALL that certain parcel of land situate in the township of Antis, Blair County and the Commonwealth of Pennsylvania being more particularly bounded and described as follows

BEGINNING at a copper weld pipe in the westerly line of U S Route 220, said pipe being a corner common to the lands described herein and to lands now or formerly of Robert Bowman and Robert Shelton thence binding on the easterly lines of said Robert Bowman and Robert Shelton the following three courses and distances:

1. North 64 degrees 18 minutes 00 seconds west 350 00 feet to a copper weld pipe thence
2. North 31 degrees 18 minutes 00 seconds West, 350 00 feet to a copper weld pipe, thence
3. North 12 degrees 32 minutes 00 seconds East, 263.56 feet to an iron pin, thence leaving said easterly lines of Robert Bowman and Robert Shelton and binding on the southerly lines of lands now or formerly of Westmont Realty, herein referred to as Parcel #2 the following three courses and distances
1. South 64 degrees 16 minutes 25 seconds West, 388.69 feet to a point part of said 388.69 foot line passing through the center of a twelve inch party wall, thence
2. North 25 degrees 42 minutes 00 seconds East, 35.10 feet to a point, thence
3. South 64 degrees 18 minutes 00 seconds East, 214.88 feet to a point in the westerly line of the aforementioned U. S Route 220; thence leaving said southerly line of Parcel #2 and binding on the westerly line of U S. Route 220
South 25 degrees 42 minutes 00 seconds West, 411 98 feet to the place of beginning.

Containing 4.94 acres as surveyed by EADS (consulting engineers) of Altoona, Pennsylvania on December 23, 1988

1 Lease dated March 17, 1988 between Westmont Realty, as Lessor, and Central Bank, as Lessee

2 Oral month-to-month lease with Sandra Guttshall (Floral Fantasy) for 350 square feet with rent at $300 per month.

3 Oral month-to-month lease with Alan Hancock (Value Travel) for 100 square feet with rent at $100 per month.

4 Oral month-to-month lease with Joseph DeLeo (pharmacy) for 350 square feet with rent at $500 per month.

5 Oral month-to-month lease with Robert Gee (Keystone Kandy) for 150 square feet with rent at $400 per month.

31st Street

LEASE

dated as of September 15, 1989

between

REINHART REAL ESTATE GROUP, INC. as Lessor

and

GATEWAY DEVELOPMENT CO., INC. as Tenant

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DATA SHEET

LESSOR	Reinhart Real Estate Group, Inc. 100 First Bank Place P O. Box 2228 La Crosse, WI 54602
TENANT	Gateway Development Co., Inc. P.O. Box 1957 La Crosse, WI 54602-1957
TERM	Twenty (20) years, with one (1) option to extend for an additional period of five (5) years and one (1) option to extend for an additional period of four (4) years eleven (11) months
FIXED ANNUAL RENTAL	During the initial term, One Hundred Seventeen Thousand Nine Hundred Twenty-six Dollars ($117,926) The annual rental during each extended period shall be the greater of the rent for the initial term and the then fair market rent for the Leased Premises determined at the commencement of each extended period as provided in section 3
FIXED MONTHLY RENTAL	Nine Thousand Eight Hundred Twenty-seven and 16/100 Dollars ($9,827.16), payable in advance on the first day of each month during the term of this Lease and in equal monthly installments during the option periods.
ANNUAL PERCENTAGE RENT	Tenant shall pay percentage rent as set forth in section 3 hereof.
LEASED PREMISES.	31st Street, Altoona, Pennsylvania, described on attached Exhibit A.

1 Lease of Leased Premises Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises") Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2 Term. (a) The term of this Lease shall be as set forth on the Data Sheet

(b) Provided Tenant is not in default under any of the terms of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for the periods shown on the Data Sheet, by giving Lessor six months' advance written notice before the end of the then-current term At least three months prior to the date by which Tenant must exercise its option to extend, the parties shall determine the rent for the applicable option period as provided in section 3(b) Such extensions shall be on the same terms and conditions as set forth herein except for the rental, which will be adjusted in accordance with the Data Sheet and section 3

3 Rental Payments (a) The Tenant agrees to pay the fixed monthly rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Fixed Annual Rental during each of the extended periods of the term of this Lease shall be the greater of the Fixed Annual Rental during the initial term and the then fair market rental value of the Leased Premises determined at the commencement of each extended period. If Lessor and Tenant cannot agree on the fair market rental value of the Leased Premises, each party will designate an appraiser. Such appraisers shall then designate a third appraiser who shall determine the fair market rental value of the Leased Premises

(c) Commencing in the sixth lease year and each lease year thereafter during the initial term hereof, Tenant shall pay to Lessor percentage rent in an amount equal to one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for each lease year in excess of Eleven Million Five Hundred Nine Thousand Five Hundred Seventy-five Dollars ($11,509,575). During each lease year of any extended periods, percentage rent payable by Tenant to Lessor shall be equal to the amount by which one and one-quarter percent (1-1/4%) of Tenant's Gross Sales for a lease year exceeds the Fixed Annual Rental payable for such lease year. Percentage rent shall be due and payable within thirty (30) days following the end of each lease year. "Lease year" means the twelve-month period commencing on the date of this Lease and each consecutive twelve-month period thereafter.

(d) The term "Gross Sales" as hereinabove used shall mean the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant or Tenant's licensees or subtenants, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts or discounts. Gross Sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. The amount of any excise, use or sales tax paid by Tenant shall not be considered as a part of the Gross Sales

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e) Within fifteen (15) days after the expiration of the sixth Lease Year and each Lease Year thereafter, the Tenant shall send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show Gross Sales in the Leased Premises for such Lease Year. The Tenant agrees to keep an accurate record of its sales in the Leased Premises, which records as well as all other accounts, books and papers pertaining to such sales shall be available and open to inspection of the Lessor or its duly authorized representative, at reasonable intervals and times. The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of Gross Sales and in connection with such audits to examine all of Tenant's records of Gross Sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made. If such audit discloses that the Gross Sales exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential, provided, however, that Lessor may disclose such information to prospective buyers and/or lenders.

- Compliance with Law. (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

- Use. Tenant may use the Leased Premises for any lawful purpose.

- Taxes and Assessments. (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the ""Taxes"). Taxes due and payable during a partial Lease Year shall be prorated and paid accordingly.

b) If any tax shall be levied, assessed or imposed [illegible] income arising from the rents payable hereunder, partial or total, in lieu of or as a substitute for the Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

c) Tenant shall have the right to contest the amount or validity of any of the Taxes, but no such contest

shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; or (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay, or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant

(d) Should Tenant fail, within the time provided above to pay any of the Taxes, including all penalties, fines, interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1 5%) per month from the date of payment by Lessor

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7 Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises

8 Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs If Lessor makes such repairs, Tenant shall pay to

Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than $3,000,000 for bodily injury to one person, $5,000,000 for bodily injury to any group of persons as the result of any one accident, and $1,000,000 for property damage. In the event Lessor deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

10. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.

11. Additions, Changes, Alterations and Demolition. Tenant may construct improvements upon the Leased Premises or make additions to or alterations in and upon the Leased Premises, without the written consent of Lessor provided no such improvements or additions shall impair the structure of the Leased Premises or diminish the value of the Leased Premises. Such work shall be performed in a good and workmanlike manner at the sole expense of Tenant. Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or Lessor by reason of any work upon the Leased Premises, and Tenant agrees to hold Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or Lessor relating to or arising because of any work thereon. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed a part of the Leased Premises, and shall be surrendered to Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of Tenant excepted. The provisions of this paragraph shall not apply to such items as are ordinarily designated as trade fixtures, temporary partitions or similar installations which may, from time to time, be installed in the Leased Premises under the provisions of paragraph 12 hereof.

12. Trade Fixtures. (a) Tenant may during the term of this Lease install such fixtures, equipment and appliances as may be reasonably necessary for the conduct of its business upon the Leased Premises ("Trade Fixtures"). Tenant agrees that it will not create, incur or impose or suffer or cause others to create, incur or impose any lien or obligation against the Leased Premises or Lessor by reason of the installation herein authorized. Tenant agrees to hold Lessor harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of such installation.

(b) Subject to the provisions of subparagraph (c) hereof, the Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Lessor. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be promptly repaired by and at

the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of Lessor, be deemed abandoned by Tenant, to be disposed of by Lessor as its sole property

(c) In no event shall Lessor have a lien on Tenant's Trade Fixtures as a result of any default hereunder.

13. Entry for Inspection Lessor, its representatives, its mortgagees and their representatives shall have the right, during business hours, to enter upon the Leased Premises for the purpose of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers, said inspection, however, shall not unreasonably interfere with the business of Tenant Tenant shall permit "For Sale" signs to be placed upon the Leased Premises at any time and "For Rent" signs within six (6) months prior to the expiration of this Lease.

14. Warranty of Quiet Possession. Lessor represents and warrants that it has good and indefeasible title in fee simple to the Leased Premises and has full right and authority to execute this Lease Tenant, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, shall quietly have, hold and enjoy the Leased Premises during the term hereof

15 Damage by Fire or Other Casualty. (a) In the event the Leased Premises are damaged by the elements or fire or other casualty insured under paragraph 10 hereof, but are not thereby rendered untenantable in whole or in part, the same shall be promptly repaired by and at the expense of Lessor. Rental and other sums due hereunder shall not abate during the period of repair

(b) Any provisions of this Lease to the contrary notwithstanding, Lessor may, at its option, terminate this Lease in the event the Leased Premises are rendered untenantable in whole by the elements or fire or other casualty. Lessor shall exercise its option hereunder by written notice to Tenant given within thirty (30) days after the event causing such loss, damage or destruction, termination to be effective as of the date of said notice. In the event Lessor does not elect to exercise its option hereunder, Lessor shall proceed to rebuild the Leased Premises pursuant to subparagraph (a) above.

16. Assignment and Subletting. Tenant may assign this Lease or sublet or license the use of any portion of the Leased Premises. Any assignee of Tenant shall expressly assume Tenant's liabilities and obligations under this Lease. No assignment, subleasing or licensing shall release Tenant from any of its obligations hereunder.

17. Eminent Domain. (a) If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to Lessor and Tenant shall have no interest therein, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein.

(b) If less than all of the Leased Premises is taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, Lessor and Tenant shall have the right to terminate this Lease if in their respective reasonable judgment the premises remaining are such that the continued use for the purpose for which the same were being used immediately

prior to such taking is reasonably impractical or economically imprudent. Termination shall be effective on the date possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Lessor or Tenant within ten (10) days after the date of the taking of possession by the condemnor. The entire compensation award shall belong to Lessor, provided, however, that Tenant shall have the right to any proceeds specifically awarded for the taking of any of Tenant's personal property, Trade Fixtures or for Tenant's moving expenses, or any other award of a similar nature made directly to Tenant by the condemning authority other than for the value of Tenant's leasehold interest herein. If this Lease is not terminated, Lessor shall, with reasonable diligence, restore any improvements upon the Leased Premises affected by the taking (other than improvements constructed by Tenant at Tenant's expense), but shall not be obligated to spend for such restoration any amount in excess of the amount awarded or paid to it by the condemnor for such purpose During the period of restoration and thereafter rental shall abate proportionately to the reduction in space of the Leased Premises taken by partial condemnation and while not replaced by restoration

13. Defaults and Remedies (a) The occurrence of any one or more of the following shall constitute a default by Tenant:

(1) Failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder when due and such failure continues for ten (10) days after written notice to Tenant,

(2) The making by Tenant of an assignment for the benefit of its creditors,

(3) The operation or supervision of the business conducted in the Leased Premises by a creditors' committee, or by anyone other than Tenant or Tenant's subtenants or assigns;

(4) The levying of a writ of execution or attachment on or against the property of Tenant located on the Leased Premises which is not removed within sixty (60) days,

(5) The doing or permitting to be done by Tenant of any act which results in the filing of a mechanic's lien or claim therefor against any part of the Leased Premises which is not removed within sixty (60) days;

(6) The taking of any action for the voluntary dissolution of Tenant

(7) If proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed therein discharged within sixty (60) days after the institution of said proceedings, and

(8) The failure of Tenant to perform any other of its covenants under this Lease for thirty (30) days after written notice thereof by Lessor to Tenant.

(b) In the event of any default by Tenant hereunder, Tenant hereby authorizes and empowers Lessor to:

1) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such

removal as Lessor may deem reasonably necessary to recover full and exclusive possession of the Leased Premises, or

(2) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (1) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental, Taxes or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

c) In the event Lessor reenters and takes possession of the Leased Premises as set forth in subparagraph (b)(2) above

1) Lessor shall have the right but not the obligation to divide or subdivide the Leased Premises in any manner it may reasonably determine and to lease or let the same or portions thereof for such periods of time, at such rentals, for such use and upon such terms, covenants and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossessing Tenant, the costs and expenses of making such improvements in the Leased Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be applied by Lessor, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant hereunder.

(2) Lessor may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition herein contained as it may deem advisable without being obligated to await the end of the term hereof for a final determination of Tenant's account.

(3) Any balance remaining after full payment and liquidation of all payments due Lessor as aforesaid shall be paid to Tenant at the end of the term hereof, with the right reserved to Lessor at any time to give notice in writing to Tenant of its election to cancel and terminate this Lease and all of Tenant's rights and obligations hereunder, and, upon the giving of such notice and the simultaneous payment by Lessor to Tenant of any credit balances in Tenant's favor that may at the time be owing to it shall constitute a final and effective cancellation and termination hereof and the obligations hereunder on the part of either party to the other.

(d) Tenant will, at the expiration or termination of this Lease, yield up possession to Lessor, and failing so to do, at Lessor's option, will pay liquidated damages for each day possession is withheld, in an amount equal to double the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that Lessor's right to recover such liquidated damages shall not preclude Lessor from recovering any greater amount of damages sustained by it or as otherwise allowed by law.

(e) Nothing contained in this section 18 shall exclude any other right or remedy allowed by law to Lessor, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

19 Abandonment of Tenant's Property. If Tenant fails to remove any property belonging to it within thirty (30) days after the termination of this Lease (whether by lapse of time or otherwise but excepting termination resulting from or upon acquisition of the Leased Premises by Tenant), the same shall be deemed abandoned by Tenant and shall, at Lessor's option, become the property of Lessor, or may be removed from the Leased Premises by Lessor at the expense of Tenant.

.3 Enforcement Costs Tenant shall pay all costs, reasonable attorneys' fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease

21. Holding Over by Tenant If Tenant holds over or remains in possession or occupancy of the Leased Premises after the expiration of this Lease with Lessor's written consent, such holding over or continued possession or occupancy shall create only a tenancy from month to month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Lessor or Tenant giving to the other thirty (30) days' written notice

22. Surrender at Termination At the termination of this Lease for any reason, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to Lessor, in good order, condition and repair and broom-clean and free of any and all claims, including, but not limited to, claims by Tenant or any party holding under Tenant

23 Payments to be Additional Rental. All payments to be made by Tenant hereunder, whether or not designated as rental, shall be deemed rental, so that in default of payment when due, Lessor shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of rental

24 Subordination Attornment (a) At Lessor's option, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time, provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee and assignee thereof shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest as long as Tenant shall not be in default under any of the terms of this Lease. Tenant shall execute at its cost whatever instruments may be required to effect such subordination.

(b) In the event any proceedings are brought for the foreclosure of the Leased Premises, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as lessor under this Lease, provided such purchaser assumes and agrees to perform the prospective obligations of Lessor hereunder.

(c) In the event any mortgagee shall elect to have this Lease have priority to the lien of its mortgage, then, upon notice to Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this paragraph shall include deeds of trust and similar security instruments.

25 Lessor's Right to Cure; Interest. In the event of a default by Tenant, Lessor, at its option, may perform any obligation of Tenant under this Lease Tenant shall pay to Lessor the cost of performing such obligation within five (5) days of receipt of a statement therefor. Any amounts so owing, all rent and any other payments to be made hereunder by Tenant to Lessor shall bear interest to be paid by Tenant from and after the due date thereof to the date of payment at the rate of one and one-half percent (1 $\frac{1}{2}$%) per month

26 Notices Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by registered or certified mail, with postage prepaid thereon, to the respective addresses set forth on the Data Sheet. Either party may by like notice at

any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed Any payment required under this Lease shall be deemed made on the date mailed if sent by ordinary mail, with postage prepaid thereon, to the address of the recipient set forth above, provided, however, if payment is by check it shall be deemed made on the date mailed only if such check is paid by the bank upon which it is drawn upon presentation for payment.

27. General. No waiver of any default of Tenant hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Lessor to or of any act by Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The laws of the state in which the Leased Premises are situated shall govern the validity, performance and enforcement of this Lease The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. The term "Tenant" as used herein shall mean Tenant as defined on the Data Sheet and all other permitted assignees and transferees of Tenant's interest in this Lease Time is of the essence as to all provisions of this Lease

28 Successors and Assigns Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

29. Limitation of Liability. Lessor's liability hereunder is limited to Lessor's interest in the Leased Premises

30. No Partnership This Lease does not create a joint venture or partnership relationship between the parties hereto.

31. Authority. Lessor and Tenant hereby warrant and represent to each other that the individuals executing this Lease on their respective behalf have full right and authority to do so.

32. Estoppel Certificates (a) At any time and from time to time Tenant shall, within twenty (20) days after written request therefor from Lessor, deliver to Lessor a statement in writing certifying that this Lease is in full force and effect, setting forth all modifications or amendments which exist with respect thereto, the dates to which rent and any additional payments due hereunder have been paid, the balance of any security deposit held by the other party, all known breaches by the other party of the terms, covenants and conditions hereof, and any other information requested by Lessor.

(b) Reliance Upon Statement. Any statement delivered to Lessor as required by this section may be relied upon by any purchaser, mortgagee or assignee of all or any part of Lessor's interest.

(c) Failure to Furnish Statements The failure of Tenant to furnish the statement required hereby within the said twenty (20) day period shall be deemed to be an acknowledgment by Tenant that this Lease is in full force and effect, without modification or amendment, that the rent and additional charges have been paid in full to and including the respective due dates therefor immediately preceding the date of such request, that no

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rent has been paid in advance of the due date therefor as set forth herein, that no security deposit is held by Lessor, and that Lessor has performed all of the terms, covenants and agreements required of it hereunder.

33. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution, delivery and receipt thereof by Lessor and Tenant.

34. Net Lease. It is the purpose and intent of the parties hereto that the rent herein reserved is absolutely net to the Lessor and that all costs, fees, charges, expenses and obligations of every kind, relating to the Leased Premises, including without limitation all Taxes, Utilities, insurance, assessments, costs, fees, charges, expenses and obligations herein mentioned, shall be paid and discharged by the Tenant except as otherwise expressly provided herein.

35. Accord and Satisfaction. No payment by Tenant or receipt by Lessor of a lesser amount than the full rental due or the full amount of any other payments to be made by the Tenant hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover an amount due hereunder or pursue any other remedy provided in this Lease

36 Indemnification. Except as caused by the willful misconduct of Lessor, Tenant hereby indemnifies and holds Lessor harmless from and against any and all losses, damages, deficiencies, costs and expenses (including, without limitation, interest, court costs, and reasonable fees of attorneys and other experts) arising out of, incurred or sustained by Lessor with regard to or in connection with any condition of the Leased Premises, any event relating to the Leased Premises and any problems that arise with respect to the Leased Premises, including, without limitation, structural defects and environmental claims, whether arising or occurring before, on or after the date of this Lease. Notwithstanding the foregoing, it is agreed that any indemnity payment made by Seller to the Buying Group under that certain Stock Purchase Agreement among Scrivner Food Holdings, Inc., Scrivner, Inc. and Food Holdings, Inc and D. B. Reinhart dated August 18, 1989 (the "Stock Purchase Agreement") shall not be considered a problem that arises with respect to the Leased Premises for purposes of this section. The terms "Seller" and "Buying Group" shall have the same meaning as in the Stock Purchase Agreement. This indemnification shall survive the termination of this Lease. By this indemnification, Buying Group shall not be deemed to have waived its rights, if any, against Seller under the Stock Purchase Agreement

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LESSOR:

REINHART REAL ESTATE GROUP, INC.

By: _____ — President

Attest: _____ - Secretary

TENANT:

GATEWAY DEVELOPMENT CO., INC.

By _____

Attest: _____

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31st STREET (A MARKET

ALL that certain parcel of land situate in the City of Altoona County of Blair and Commonwealth of Pennsylvania bounded and described as follows

BEGINNING at the point of intersection of the northeastern right of way line of 31st Street with the northwesterly right of way line of Maple Avenue, thence from the said point of beginning along the northeasterly right of way line of 31st Street 320 feet more or less to the center of Oak Avenue thence along the center line of Oak Avenue in a northeastern direction 230 feet more or less to a point thence at right angles in a southeasterly direction 25 00 feet to a point on a line of land now or formerly of Dennis Olwine thence in a southeastern direction along the lands now or formerly of Dennis Olwine Terrance Conero and Marianne Muri to a point at the Southeastern property corner of lands now or formerly Marianne Muri, thence in a northeasterly direction along the lands now or formerly of Marianne Muri 35 feet more or less to a point thence at a right angle to the right in a southeasterly direction 25 feet more or less, to a point thence in a northeasterly direction 47 feet, more or less to the southwesterly right of way line of 30th Street thence along the southwesterly right of way line of 30th Street in a southeasterly direction 30 feet more or less, to a point thence through lands of Westmont Realty in a southwesterly direction 160 feet, more or less to a point 47 00 feet southeast of the one story concrete block office building, thence continuing through lands of Westmont Realty on a line at a right angle to the left in a southeasterly direction 60 feet more or less to a point on the northwesterly right of way line of Maple Avenue, thence in a southwesterly direction along the northwesterly right of way line of Maple Avenue 215 feet more or less to the point and place of beginning

LAWRUK BUILDERS, INC.

210 WEST PLANK ROAD • ALTOONA, PA 16602 • (814) 944-5549 • FAX (814) 944-5722

August 18, 2003

Reinhart Companies
P.O Box 1710
Eau Claire, WI 54701

Attention Mike Pritchard

RE Dollar General – 31st Location, Altoona, PA

Dear Mike

I have visited the site to review the existing conditions There are several items that make it difficult to give you a complete assessment of the property Two areas of the building are inaccessible and without a site plan showing the boundary lines it is hard to provide an accurate quote on any paving or patching I am providing unit costs for some the work due to the unknown conditions.

These costs are for budgetary purposes only and should not be considered a formal proposal

1) Roof Repairs	7500 00	
2) Pavement Sealing	1 05/sf	X 54,942 = 57,689
3.) Line Striping app or 200 sq ft/stall	9 40/stall	x 234 stalls = 2 200
4) Vent Repairs	650 00	
5) Sidewalk Repairs	900 00	
6) Replace exterior light	450 00	
7) Miscellaneous Electrical at Light Poles	800.00	
8.) Gutter Repairs	2,800.00	
9) Trim Landscaping	300 00	
10.) Carpentry Repairs	8,000.00	
11.) General Site Clean-up.	2,500 00	
12.) Paint exterior masonry	19,500 00	
13) Masonry repairs	3,500 00	

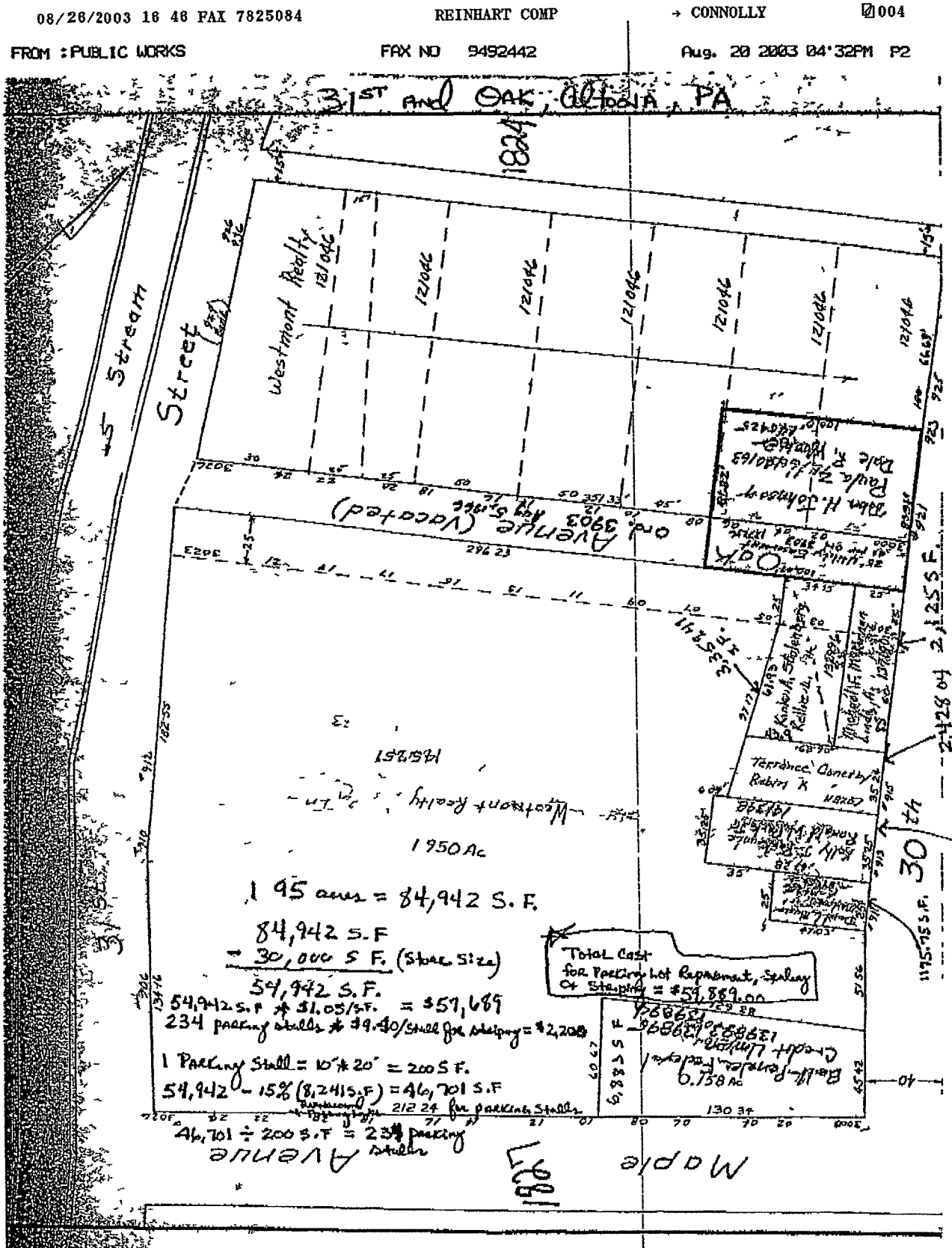
see add'l sheet

Very truly yours, 106,789 00

Steve

Steve Horell, Chief Estimator

SH/mcp SH8-18


31ST AND OAK, ALTOONA, PA
1824
Stream
Street
Westmont Realty
121046
Avenue (Vacated)
Ord. 3903
Oak
Terrance Conerby
Robin K
30th
2,125 S.F.
2,428.04 S.F.
2,897.20 S.F.
1175.75 S.F.
1950 Ac
1 95 acres = 84,942 S.F.
84,942 S.F
- 30,000 S.F. (Store Size)
54,942 S.F.
54,942 S.F * $1.05/S.F. = $57,689
234 parking stalls * $9.40/stall for striping = $2,200
1 Parking Stall = 10' * 20' = 200 S.F.
54,942 - 15% (8,241 S.F) = 46,701 S.F
46,701 ÷ 200 S.F = 234 parking stalls
Total Cost for Parking Lot Repaiement, Sealing Of Striping = $59,889.00
Maple
Avenue
1827

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re Fleming Companies, Inc et al
Case No 03-10945-(MFW)-11

DOCUMENTS APPENDED TO CLAIM

On October 27, 2005, document(s) were appended to Claim Numbers **12523, 15200 and 17710** for the following reason(s)

☒ Stipulation dated 9/23/05

☐ Proof of Payment

☐ Change of Address Request dated

☐ Withdrawal Notice

☐ Other Docket Number ###

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
	)	
FLEMING COMPANIES, INC , et al ,[1]	)	Case No 03-10945 (MFW)
	)	
Debtors	)	(Jointly Administered)
	)	
	)	

STIPULATION BY AND BETWEEN THE PCT AND REINHART REAL ESTATE GROUP, INC REGARDING RESOLUTION OF CLAIM NUMBERS 12523, 15200, AND 17710

This Stipulation is entered into by and among the PCT[2] and Reinhart Real Estate Group, Inc ("Claimant", and together with the PCT, the "Parties")

RECITALS

I Background

A On April 1, 2003, the above-captioned debtors (the "Debtors") filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code The Order confirming the Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc and Its Filing Subsidiaries Under Chapter 11 of the United States Bankruptcy Code (the "Plan") was entered on July 27, 2004 and the Plan became effective on August 23, 2004

[1] The Debtors whose cases remain open are as follows Core-Mark International, Inc , Fleming Companies, Inc , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc , and Minter-Weisman Co

[2] The PCT is the trust that was created pursuant to the *Debtors and Official Committee of Unsecured Creditors Third Amended and Revised Joint Plan of Reorganization of Fleming Companies Inc and Its Filing Subsidiaries Under Chapter 11 of the United States Bankruptcy Code* (the "Plan") and the PCT Agreement (as defined in the Plan) for the purposes of carrying out certain provisions of the Plan

B The Debtors' Plan created the Post-Confirmation Trust of Fleming Companies, Inc (the "PCT"), which is now responsible for and has the power to administer certain post-confirmation responsibilities under the Plan, including the resolution of claims against the Debtors' estates The PCT has the authority to enter into this Stipulation

C The Claimant filed (i) Proof of Claim No 12523 in the amount of $2,569,604 80 as a general unsecured claim (the "General Unsecured Claim"), (ii) Proof of Claim No 15200 in the amount of $10,537,158 50 as a general unsecured claim (the "Amended General Unsecured Claim"), and (iii) Proof of Claim No 17710 in the amount of $3,126,010 37 as an administrative claim (the "Administrative Claim")

D Claimant and the PCT have reached an agreement regarding the General Unsecured Claim, the Amended General Unsecured Claim and the Administrative Claim as set forth herein

STIPULATION

NOW, THEREFORE, the Parties hereto stipulate and agree as follows

1 The General Unsecured Claim and the Amended General Unsecured Claim are allowed as a general unsecured claim in the amount of $1,255,266 54 and will be included in the next scheduled distribution to holders of Class 6(A) Claims, **under the Plan**

2 The Administrative Claim is allowed as a general unsecured claim in the amount of $1,492,024 90 and will be included in the next scheduled distribution to holders of Class 6(A) Claims, **under the Plan**

3 This Stipulation finally resolves the claims set forth herein as well as any and all claims, whether asserted or unasserted that Claimant has or may have against the Debtors, its successors and assigns, and the PCT, its representatives, agents, attorneys, trustees, employees, officers, beneficiaries, successors and assigns (hereinafter, the "PCT Parties") Additionally, this

Stipulation shall and hereby does release and discharge Claimant and its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, stockholders, heirs, beneficiaries and administrators from any and all claims and demands, actions and causes of action that the Debtors or the PCT now has, or ever will have against Claimant and its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, stockholders, heirs, beneficiaries and administrators, whether known or unknown notwithstanding anything else herein

4 The Recitals set forth above are true and correct and are incorporated herein by this reference

5 This Stipulation may be executed in any number of counterparts and by different Parties to the Stipulation on separate counterparts, each of which, when so executed, shall be deemed an original, but such counterparts shall constitute one and the same agreement Any signature delivered by a Party by a facsimile transmission shall be deemed an original signature hereto Pursuant to Article X A of the Plan, this Stipulation shall be effective upon execution by all Parties

6 This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of any of the Parties, including any Chapter 11 or Chapter 7 trustee appointed in the chapter 11 case

7 Modifications of this Stipulation may be made only if such modifications are in writing and signed by each of the Parties hereto

8 The Parties represent to each other that they have authority to act in connection with this Stipulation and will be bound by the terms of this Stipulation

9 The Parties hereby expressly consent to the personal and subject matter jurisdiction of the Bankruptcy Court with respect to all matters relating to the interpretation of

this Stipulation and any controversy arising with respect thereto The Parties agree that the Bankruptcy Court shall have jurisdiction, but not exclusive jurisdiction, to resolve any disputes arising under or related to this Stipulation, and to interpret, implement and enforce the provisions of this Stipulation

10 Each Party represents and warrants to the other Parties that this Stipulation was executed freely and voluntarily, that no promises or representations that are not contained in this Stipulation have been made to induce them to execute this Stipulation and that they have not relied on any promise or representation except as set forth herein, and that they have conducted their own independent investigation of all matters they deem relevant regarding this Stipulation

11 This Stipulation constitutes the entire agreement between the Parties relating to the subject matter hereof, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof All prior or contemporaneous agreements, understandings, representations and statements, oral or written, with respect to all or any part of the subject matter of this Stipulation are superseded by this Stipulation and shall be of no further force or effect

12 The Parties have each cooperated in drafting this Stipulation Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed against any of the Parties

13 This Stipulation shall be governed by and construed and enforced under and in accordance with the internal laws of the State of Delaware, without giving effect to the conflicts of laws provisions of such state

Dated September 22, 2005

PCT, The Post-Confirmation Trust for the Estate of Fleming Companies, Inc and its former subsidiaries

By _____

Name Barry J Folse
Title Authorized Representative

Dated September ___, 2005

Reinhart Real Estate Group, Inc

By _____

Name Gerald E Connolly
Title Secretary

PCT, The Post-Confirmation Trust for the Estate of Fleming Companies, Inc and its former subsidiaries

By _____

Name Barry J Folse
Title Authorized Representative

Dated September 23, 2005

Reinhart Real Estate Group, Inc.

By _____

Name Gerald E Connolly
Title Secretary