EXHIBIT A

Lease

[See Attached]

STORE OUR Lease from Oklahoma — sent to us 9/25/96

ORIGINAL
NUMBER 1 OF 4 EXECUTED COUNTERPARTS

AFM:jac/12-03-90/DRESHER

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is made this 6th day of December, 1991, by and between **BLUE RIDGE REAL ESTATE COMPANY, INC.**, a Pennsylvania corporation, with an address c/o Vesterra Corporation, Suite 200, 585 Skippack Pike, Blue Bell PA 19422 ("Lessor") and FLEMING FOODS EAST, INC., formerly named ~~**FRANKFORD-QUAKER GROCERY CO.**~~, an Pennsylvania corporation, with an address of Egypt and Greentree Roads, Oaks PA 19456 ("Lessee").

BACKGROUND

A. Lessee is Frankford-Quaker Grocery Co. under a certain Lease dated October 20, 1975 with George M. Deimer, John E. Kishbaugh, Verino Pettinaro and David J. Heim (collectively the "Pettinaro Group"). Lessor is successor in interest to the Pettinaro Group.

B. The leasehold premises ("Premises") is located in the Dreshertown Shopping Center, Limekiln Pike, Dreshertown, Pennsylvania.

C. The parties hereto have agreed that the Lessee may expand the Premises and make other related alterations and renovations thereto, pursuant to the site plan attached hereto, made a part hereof and marked Exhibit "A", whereupon the expansion area is cross-hatched.

D. The parties have agreed to certain modifications and amendments to the Lease.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows.

TERMS AND CONDITIONS

1. The statements set forth in the Background are incorporated herein by reference.

2. Expansion Area. Lessor hereby consents to the expansion of the Premises, and the renovation of the interior of the Premises, in accordance with the site plan,

Exhibit "A", and the additions and alterations plan, Exhibit "B", attached hereto and made a part hereof ("Expansion Area"). The Expansion Area shall contain 2478 square feet. This Amendment to Lease shall not be effective until Exhibits "A" and "B" have been attached and initialed by both parties.

Lessee shall have the obligation to obtain, and comply with, all governmental approvals necessary to permit the expansion of the Premises. Prior to construction Lessee shall obtain Lessor's consent to any modifications or amendments to Exhibits "A" and "B", if any, made after the execution of this Amendment, which consent shall not be unreasonably withheld, delayed or charged for.

Lessee shall have the right to construct second floor mezzanine space in conformity with the plan atached hereto as Exhibit "B". The mezzanine space shall not be included in any calculation of square footage for the purpose of calculating Fixed Annual Minimum Rent or any other charges.

Lessee shall not be required to remove the building or structures erected by Lessee on the Expansion Area at the expiration or sooner termination of this Lease.

3. Premises. Lessor hereby demises and lets unto Lessee the Expansion Area to be used and occupied in accordance with the terms of the Lease. As of the "Lease Commencement Date", as hereafter defined, the Premises shall be deemed to include the Expansion Area.

4. Term. The term of this Lease shall be fifteen (15) years, commencing on the earlier of the opening for business of the Expansion Area, or one hundred eighty (180) days from the date of issuance of the building permit for the construction of the Expansion Area (the "Lease Commencement Date"); provided, however, that in any event the term shall commence, and the Lease Commencement Date shall occur, no later than ~~October 1~~. 1991 ~~June 30, 1991~~. November 1, 1991 When the Lease Commencement Date is determined, the parties shall execute a supplement to this Lease confirming the Lease Commencement Date and the end of the term of this Lease. Until such time as the Lease Commencement Date has been determined, the Lessee shall have continued use, occupancy and possession of the

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Premises pursuant to the terms, covenants and conditions of this Lease prior to this Amendment.

At the expiration of this fifteen (15) year term, provided that Lessee is not in default at the time of the exercise of these options or at the commencement of such renewal options, Lessee shall have the option, at its sole discretion, to extend and renew this Lease for three (3) additional consecutive terms (hereafter "renewal options") as follows: two (2) additional terms of five (5) years each and one (1) final additional term of four (4) years. The terms, covenants and conditions during such renewal options shall be the same as provided in this Lease, as herein amended. Lessor shall be notified in writing by certified mail, return receipt requested, postage prepaid, of the Lessee's intent to exercise its option for the renewal options at least six (6) months prior to the end of the original term or the then current renewal option. Time is of the essence in connection with the exercise of these renewal options.

5. Fixed Minimum Rent. As of the Lease Commencement Date, Paragraph 34(a) of the Lease is hereby deleted and the following is substituted:

(a) Commencing with the Lease Commencement Date Lessee shall pay to Lessor Annual Fixed Minimum Rent, in equal monthly installments, on the first day of each calendar month during the term and any renewal options as follows:

Years	Rent Per Square Foot	Annual Fixed Minimum Rent	Monthly Fixed Minimum Rent
Original Term			
1-5	$4.25	$117,631.50	$9,802.62
6-10	$5.25	$145,309.50	$12,109.12
11-15	$6.25	$172,987.50	$14,415.62
Renewal Options			
16-20	$7.25	$200,665.50	$16,722.12
21-25	$8.00	$221,424.00	$18,452.00
26-29	$8.00	$221,424.00	$18,452.00

If the Lease term does not begin on the first day of a month, or end on the last day of a month, the Fixed Annual Minimum Rent, and any other charges for which Lessee is responsible, shall be prorated.

(b) Upon completion of the Expansion Area, Lessor and Lessee shall agree upon a party who, at the discretion of Lessor, may measure the Premises, and if such measurement indicates that the Premises is larger or smaller than 27,678 square feet, then the Annual Fixed Minimum Rent shall be adjusted using the rent per square foot set forth above. The width of the Premises shall be measured from the exterior of the outside walls to the centerline of interior walls, and the depth shall be measured from the front exterior wall to the rear exterior wall.

6. Percentage Rent. Lessee's obligation to pay Percentage Rent shall cease as of the Lease Commencement Date, and Paragraph 34(b) of the Lease shall be deleted as of the Lease Commencement Date; provided, however, Lessee shall continue to be liable for Percentage Rent due, if any, until the Lease Commencement Date. Notwithstanding the foregoing, after the Lease Commencement Date Lessee shall continue to provide Lessor with statements of gross receipts pursuant to Paragraph 34(c).

7. Real Estate Taxes. As of the Lease Commencement Date, Lessee shall pay to Lessor, on demand, for each Lease Year during the term hereof, as Additional Rent, Lessee's pro rata share of Real Estate Taxes levied and assessed against the Premises, and of Lessee's pro rata share of Real Estate Taxes levied against the parking and common areas, as shown on the site plan, Exhibit "A", attached hereto. The term "Real Estate Taxes" shall include all taxes, assessments, water and sewer rents (exclusive of penalties and interest thereon) which are assessed, imposed or levied upon the Premises and the parking and common areas, or arise in connection with the use, occupancy or possession of the Shopping Center, or any part thereof, or any land, building or other improvements thereon.

If at any time during the term of the Lease the methods of taxation prevailing as of the Lease Commencement Date shall be altered so that in lieu of, or as a substitute for, the whole or any part of Real Estate Taxes now, or in the future, levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rents or gross receipts received by Lessor from the Shopping Center, (ii) a

license fee measured by the rents received by Lessor from the Shopping Center, or any part thereof, or (iii) a tax or license fee imposed upon Lessor which is otherwise measured by or based, in whole or in part, upon the Shopping Center or any portion thereof, then the same shall be included in the computation of Real Estate Taxes. All reasonable costs and expenses incurred by Lessor during any negotiations for, or contest of, the amount of Real Estate Taxes shall be considered as part of Real Estate Taxes for the tax year in which such expenses are incurred. Excluded from Real Estate Taxes shall be inheritance taxes, gift taxes, transfer taxes, franchise taxes, excise taxes, net income taxes and profit taxes.

Lessee's share of Real Estate Taxes shall be equal to the product obtained by multiplying the taxes by a fraction, the numerator of which shall be the number of square feet of floor space in the Premises, exclusive of mezzanine space, and the denominator of which shall be the total number of square feet of all floor area in the Shopping Center, exclusive of any mezzanine storage space in the Shopping Center, and exclusive of the area leased to McDonald's, which is separately assessed, or any other portion of the Shopping Center which is separately assessed, whether now or in the future.

Lessor shall give Lessee written notice of the amount of Real Estate Taxes, together with a copy of the tax bill, Lessor's computation of Lessee's share, and a statement of the number of square feet of floor area in all buildings of the Shopping Center. Lessee shall pay such amount on demand. Lessee shall not be liable for any interest or penalty charges payable by Lessor with respect to such tax bill, and if a discount of said tax bill is available by prompt payment, Lessee's share shall be based upon the discounted amount. As of the Lease Commencement Date, Paragraphs 35(a), (b) and (e) shall be deemed to be deleted from the Lease.

8. Common Area Maintenance Contribution. As of the Lease Commencement Date, Paragraph 36(e) of the Lease is hereby deleted and the following is substituted:

(e) In addition to the Fixed Minimum Rent, Lessee shall pay to Lessor the following annual amounts in equal monthly installments as Lessee's contribution to the maintenance of the Shopping Center:

Years	Maintenance Contribution
Original Term	
1-5	$6,300.00
6-10	$12,600.00
11-15	$12,600.00
Renewal Options	
16-20	$12,600.00
21-25	$18,900.00
26-29	$18,900.00

At the end of each Lease Year Lessor shall provide Lessee with a detailed breakdown of the Common Area Maintenance costs for said period.

9. Option to Renew. As of the Lease Commencement Date, Paragraph 33 of the Lease is hereby deleted.

10. This Amendment to Lease is contingent upon the execution of a Lease Guaranty by Fleming Companies, Inc. in form substantially similar to that attached hereto and marked Exhibit "C".

11. Except as above modified, the Lease is hereby ratified and reaffirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date written above.

LESSOR:
BLUE RIDGE REAL ESTATE COMPANY, INC.

By: Vesterra Corporation
Managing Agent

Attest: Frank C Palopoli
Secretary

By: James R. Koller
James R. Koller, President

LESSEE: FLEMING FOODS EAST, INC., formerly named FRANKFORD-QUAKER GROCERY CO.

Attest: Kenneth M. Wallace
Asst. Secretary

By: Stephen D. Mangold
Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BE IT REMEMBERED, that on this 5th day of June, A.D., 1991, before me, a Notary Public in and for said County and State, came Stephen G Mansfeld Vice President of FLEMING FOODS EAST, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Pennsylvania, and James M. Wallace Assistant Secretary, of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IT WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Renilane
Notary Public

(SEAL)

My Commission Expires: 9/8/94

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF :

BE IT REMEMBERED, that on this 7th day of December, 1990, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES R. KOLER, President of **VESTERRA CORPORATION**, a corporation duly organized, incorporated and existing under and by virtue of the laws of PENNSYLVANIA, and FRANK C. PALOPOLI, Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Kimberly Ann McDonald
Notary Public

(SEAL)

NOTARIAL SEAL
Kimberly Ann McDonald, Notary Public
Whitpain Twp., Montgomery Co.
My Commission Expires Dec. 23, 1991

AFM:jac/11-04-90
DRESHER3

GUARANTY

Dated_____, 1990

IN CONSIDERATION of and as an inducement for the granting, execution and delivery of the Lease Agreement (hereafter "Lease") dated October 20, 1975, by and between George M. Deimer, et al, succeeded in interest by **BLUE RIDGE REAL ESTATE COMPANY, INC.**, a Pennsylvania corporation, as **LESSOR**, and **FRANKFORD-QUAKER GROCERY CO.**, a Pennsylvania corporation, as **LESSEE**, covering the following described real property to wit: supermarket premises located in the Dreshertown Shopping Center, Limekiln Pike, Dreshertown, Pennsylvania, the undersigned, **FLEMING COMPANIES, INC.**, an Oklahoma corporation, with an office at Oklahoma City, Oklahoma (hereafter "Guarantor") hereby guarantees to the **LESSOR**, its successors and assigns, the full and prompt payment of rent, and any and all other sums and charges payable by **LESSEE**, its successors and assigns under said Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by **LESSEE**, its successors and assigns.

The Guarantor hereby covenants and agrees to and with the **LESSOR**, its successors and assigns, that if default shall at any time be made by the **LESSEE**, its successors and assigns, in the payment of any such rental, or any other such sums and charges payable by **LESSEE** under said Lease, or if **LESSEE** should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, the Guarantor shall and will forthwith pay such rent and other such sums and charges and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, subject to all

Exhibit "C"

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applicable grace periods provided to **LESSEE** in the Lease and subject to Guarantor's right to claim all deductions against said rent, and all other sums payable under the Lease, as may be provided to **LESSEE** under the Lease, and the Guarantor will forthwith pay all damages that may arise in consequence of any default by **LESSEE**, its successors and assigns, under said Lease, including without limitation, all reasonable attorney's fees and disbursements incurred by the **LESSOR** or caused by any such default and/or by the enforcement of this Guaranty.

Upon an event of default under the Lease, **LESSOR** shall simultaneously send a copy of any notice of default which it sends to **LESSEE** to the Guarantor, and the Guarantor shall have the right to cure such default within the time period granted to **LESSEE** to cure the same. Such notice shall be sent to the Guarantor at 6301 Waterford Boulevard, P.O. Box 26647, Oklahoma City, Oklahoma 73126, Attention: Store Development, in accordance with the Notice provisions of the Lease.

FLEMING COMPANIES, INC.

By:_____
Vice President

(SEAL)

Attest:_____
Secretary

10

AFM:jac/11-04-90
DRESHER3

GUARANTY

Dated June 6, 1991

IN CONSIDERATION of and as an inducement for the granting, execution and delivery of the Lease Agreement (hereafter "Lease") dated October 20, 1975, by and between George M. Deimer, et al, succeeded in interest by **BLUE RIDGE REAL ESTATE COMPANY, INC.**, a Pennsylvania corporation, as **LESSOR**, and FLEMING FOODS EAST, INC., formerly **FRANKFORD-QUAKER GROCERY CO.**, a Pennsylvania corporation, as **LESSEE**, covering the following described real property to wit: supermarket premises located in the Dreshertown Shopping Center, Limekiln Pike, Dreshertown, Pennsylvania, the undersigned, **FLEMING COMPANIES, INC.**, an Oklahoma corporation, with an office at Oklahoma City, Oklahoma (hereafter "Guarantor") hereby guarantees to the **LESSOR**, its successors and assigns, the full and prompt payment of rent, and any and all other sums and charges payable by **LESSEE**, its successors and assigns under said Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by **LESSEE**, its successors and assigns.

The Guarantor hereby covenants and agrees to and with the **LESSOR**, its successors and assigns, that if default shall at any time be made by the **LESSEE**, its successors and assigns, in the payment of any such rental, or any other such sums and charges payable by **LESSEE** under said Lease, or if **LESSEE** should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, the Guarantor shall and will forthwith pay such rent and other such sums and charges and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, subject to all

Exhibit "C"

applicable grace periods provided to LESSEE in the Lease and subject to Guarantor's right to claim all deductions against said rent, and all other sums payable under the Lease, as may be provided to LESSEE under the Lease, and the Guarantor will forthwith pay all damages that may arise in consequence of any default by LESSEE, its successors and assigns, under said Lease, including without limitation, all reasonable attorney's fees and disbursements incurred by the LESSOR or caused by any such default and/or by the enforcement of this Guaranty.

Upon an event of default under the Lease, LESSOR shall simultaneously send a copy of any notice of default which it sends to LESSEE to the Guarantor, and the Guarantor shall have the right to cure such default within the time period granted to LESSEE to cure the same. Such notice shall be sent to the Guarantor at 6301 Waterford Boulevard, P.O. Box 26647, Oklahoma City, Oklahoma 73126, Attention: Store Development, in accordance with the Notice provisions of the Lease.

FLEMING COMPANIES, INC.

By: Robert W. Smith
Vice President

(SEAL)

Attest: James Clark
Secretary

STORE

No. 50 — Uniform Lease
Printed Yee & Lukens Co., Philadelphia, Pa. 19107
© Richard Marx—L. L. Maxer Revision

Lease Agreement

This Agreement, MADE THE 20th (Oct) day of October one thousand nine hundred and seventy-five (19 75), by and between GEORGE M. DEIMER, JOHN E. KISHBAUGH, VERINO PETTINARO, DAVID J. HEIM, Joint Venturer

(hereinafter called Lessor), of the one part, and FRANKFORD-QUAKER GROCERY CO., a Pennsylvania corporation,

(hereinafter called Lessee), of the other part.

1. Parties

WITNESSETH THAT: Lessor does hereby demise and let unto Lessee all that certain premises within the area outlined by red crayon on the Site Plan attached hereto, with the buildings and improvements thereon erected, together with certain easements, parking privileges, hereafter more specifically set forth together with any easements, use of access roads and sidewalks, improvements, tenements,*

2. Premises

in the County of Montgomery State of Pennsylvania, to be used and occupied as a food supermarket and for no other purpose, for the term of

3. Term

beginning the day of, one thousand nine hundred and (19), and ending the day of, one thousand nine hundred and (19),

4. Minimum Rent

for the minimum rental of Dollars ($) lawful money of the United States of America, payable in monthly installments in advance during the said term of this lease, or any renewal hereof, in sums of Dollars ($) on the day of each month, rent to begin from the day of, 19,

~~the first installment to be paid at the time of signing this lease. The first rental payment to be made during the occupancy of the premises shall be adjusted to pro-rate a partial month of occupancy, if any, at the inception of this lease.~~

*hereditaments, fixtures, privileges, rights and appurtenances thereto belonging or in any way appertaining thereto.

5. Inability to give Possession

If Lessor is unable to give Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended, and if Lessor is unable for any reason to give possession of the demised premises within 5 days of Lessee's demand therefor following commencement of the term hereof Lessee shall have the option, by notice to Lessor, to cancel this lease agreement and receive return of any prepaid rent, security deposit in full and final settlement of any and all claims against Lessor.

6. Additional Rent
(a) Damages for Default

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and any and all damages to the demised premises caused by any act or neglect of the Lessee.

(b) Taxes

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof. The same shall be paid by Lessee to Lessor on or before the first day of July of each and every year.

(c) Fire Insurance Premiums

(c) Lessee further agrees to pay to Lessor as additional rent all increase or increases in fire insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

(d) Water Rent

(d) Lessee further agrees to pay as additional rent, if there is a metered water connection to the said premises, all charges for water consumed upon the demised premises in excess of the yearly minimum meter charge and all charges for repairs to the said meter or meters on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the demised premises in excess of the yearly minimum of such sewer charges, immediately when the same become due.

7. Place of Payment

All rent shall be payable without prior notice or demand at the office of Lessor, or at such other place as Lessor may from time to time designate by notice in writing.

8. Affirmative Covenants of Lessee
(a) Payment of Rent

Lessee covenants and agrees that he will without demand

(a) Pay the rent and all other charges herein reserved as rent at the times and at the place that the same are payable, without fail; and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become delinquent, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges, expenses, or costs herein agreed to be paid by Lessee may be proceeded for and recovered by Lessor by legal process in the same manner as rent due and in arrears.

(b) Cleaning, Repairing, etc.

(b) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they are now, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this lease.

(c) Requirements of Public Authorities

(c) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or his use of the demised premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure so to do.

(d) Fire

(d) Use every reasonable precaution against fire.

(e) Rules and Regulations

(e) Comply with rules and regulations of Lessor promulgated as hereinafter provided.

(f) Surrender of Possession

(f) Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office all keys for the demised premises.

(g) Notice of Fire, etc.

(g) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

(h) Condition of Pavement

(h) Lessee shall be responsible for the condition of the pavement, curb, cellar-doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.

(i) Agency on Removal

(i) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or re-letting of the demised premises other than an agent approved by the Lessor and that should Lessee do so, or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

(j) Indemnification

(j) Indemnify and save Lessor harmless from any and all loss occasioned by Lessee's breach of any of the covenants, terms and conditions of this lease, or caused by his family, guests, visitors, agents and employees.

9. Negative Covenants of Lessee

Lessee covenants and agrees that he will do none of the following things without first obtaining the consent, in writing of Lessor, which consent Lessor shall not unreasonably withhold, and without providing Lessor with reimbursement for any expenses incurred or incidental to Lessee's proposed action.

(a) Use of Premises

(a) Occupy the demised premises in any other manner or for any other purpose than as above set forth.

(b) Assignment and Subletting

(b) Assign, mortgage or pledge this lease or under-let or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed, insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable, the same shall be a violation of this covenant.

*in insolvency proceedings

Please Initial

Please Initial

(c) Place or allow to be placed any stand, booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of the premises, or paint, place, erect or cause to be painted, placed or erected any sign, projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if permission has been granted and restore the walls, etc., to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, show case projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

except as otherwise provided *

(d) Alterations Improvements

(d) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

*other than trade fixtures

(e) Machinery

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Weights

(f) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(g) Fire Insurance

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

*place of

(h) Removal of Goods

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate Premises

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

10. Lessor's Rights

Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:

(a) Inspection of premises

(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

(b) Rules and Regulations

(b) At any time or times and from time to time make such reasonable rules and regulations as may be necessary or desirable for the safety, care, and cleanliness of the demised premises and/or of the building of which the demised premises is a part and of real and personal property contained therein and for the preservation of good order. Such rules and regulations shall, when communicated in writing to Lessee, form a part of this lease.

(c) Sale or Rent Sign Prospective Purchasers or Tenants

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at anytime within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Persons authorized by Lessor may inspect the premises at reasonable hours during the said periods.

(d) Discontinue Facilities and Service

(d) Lessor may discontinue at any time, any or all facilities furnished and services rendered by Lessor not expressly covenanted for herein or required to be furnished or rendered by law; it being understood that they constitute no part of the consideration for this lease.

11. Responsibility of Lessee

(a) Lessee agrees to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessee or any other person caused by any fire, breakage, or leakage in any part or portion of the building of which the demised premises is a part or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the demised premises is a part, from the drains, pipes, or plumbing work of the same, or from any place or quarter, unless such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or its servants or agents.

(b) Lessee also agrees to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any property or to Lessee or Lessee's guests, servants or employees which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind whatsoever which may exist or hereafter be erected or constructed on the said premises or the sidewalks surrounding the building of which may arise from defective construction, failure of water supply, light, power, electric wiring, plumbing or machinery, wind, lightning, storm or any other cause whatsoever on the said premises or the building of which the demised premises is a part, unless such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, its servants or agents.

12. Responsibility of Lessor

(a) Total Destruction of Premises

(b) Partial Destruction of Premises

(a) In the event the demised premises are totally destroyed or so damaged by fire or other casualty that, in the opinion of a licensed architect retained by Lessor, the same cannot be repaired and restored within ninety days from the happening of such injury this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(b) If the damage be only partial and such that the premises can be restored, in the opinion of a licensed architect retained by Lessor, to approximately their former condition within ninety days from the date of the casualty loss Lessor may, at Lessor's option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenantable. In either event the rent shall be apportioned and suspended during the time Lessor is in possession, taking into account the proportion of the demised premises rendered untenantable and the duration of Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor, but Lessee shall have the right to proceed by law to recover the excess payment, if any.

(c) Repairs by Lessor

(c) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty.

(d) Damage for Interruption of Use

(d) Except to the extent hereinbefore provided, Lessor shall not be liable for any damage, compensation, or claim by reason of the necessity of repairing any portion of the building, the interruption in the use of the premises, any inconvenience or annoyance arising as a result of such repairs or interruption, or the termination of this lease by reason of damage to or destruction of the premises.

(e) Representation of Condition of Premises

(e) Lessor has let the demised premises in their present "as is" condition and without any representations, other than those specifically endorsed hereon by Lessor, through its officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs, alterations, or decorations at the inception of this lease or at any time thereafter unless such duty of Lessor shall be set forth in writing endorsed hereon.

(f) Zoning

(f) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

13. Miscellaneous Agreements and Conditions

(a) Effect of Repairs on Rental

(a) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease, except to the extent and in the manner hereinbefore provided.

(b) Agency

(b) It is hereby expressly agreed and understood that the said.....is acting as agent only and shall not in any event be held liable to the owner or to Lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease, or for any action or proceedings that may be taken by the owner against Lessee; or by Lessee against the owner.

(c) Waiver of Custom

(c) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and, further, that the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(d) Conduct of Lessee

(d) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased shall not conduct themselves in a manner which is improper or objectionable, and if at any time during the term of this lease or any extension or continuation thereof Lessee or any occupier of the said premises shall have conducted himself in a manner which is improper or objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein, for the Lessee's failure to observe all of the covenants and conditions of this lease.

(e) Failure of Lessee to Repair

(e) In the event of the failure of Lessee promptly to perform the covenants of Section 8 (b) hereof, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

(f) Waiver of Subrogation

(f) Lessor and Lessee hereby agree that all insurance policies which each of them shall carry to insure the demised premises and the contents therein against casualty loss, and all liability policies which they shall carry pertaining to the use and occupancy of the demised premises shall contain waivers of the right of subrogation against Lessor and Lessee herein, their heirs, administrators, successors, and assigns.

(g) Security Interest

(g) Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code in all of Lessee's goods and property in, on, or about the demised premises. Said security interest shall secure unto Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of this lease. Lessee hereby agrees to execute, upon request of Lessor, such financing statements as may be required under the provisions of the said Uniform Commercial Code to perfect a security interest in Lessee's said goods and property.

14. Remedies of Lessor

If the Lessee

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Lessee or a complaint in equity or other proceedings for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of Lessee shall be levied upon or be sold, or if for any other reason Lessor shall, in good faith, believe that Lessee's ability to comply with the covenants of this lease, including the prompt payment of rent hereunder, is or may become impaired,

*in insolvency proceedings

thereupon:

(1) The whole balance of rent and other charges, payments, costs, and expenses herein agreed to be paid by Lessee, or any part thereof, and also all costs and officers' commissions including watchmen's wages shall be taken to be due and payable and in arrears as if by the terms and provisions of this lease said balance of rent and other charges, payment, taxes, costs and expenses were on that date, payable in advance. Further, if this lease or any part thereof is assigned, or if the premises, or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints

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way affecting Lessee's ob[illegible]on to pay any unpaid balance of rent due hereun[illegible] or

(2) At the option of [illegible]ssor, this lease and the terms hereby created shall [illegible]ermine and become absolutely void without any right on the part of Lessee to reinstate this lease by payment of any sum due or by other performance of any condition, term, or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises for the remainder of the lease term.

15. Further Remedies of Lessor

In the event of any default as above set forth in Section 14, Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(*a*) May let said premises or any part or parts thereof to such person or persons as may, in Lessor's discretion, be best; and Lessee shall be liable for any loss of rent for the balance of the then current term. Any such re-entry or re-letting by Lessor under the terms hereof shall be without prejudice to Lessor's claim for actual damages, and shall under no circumstances, release Lessee from liability for such damages arising out of the breach of any of the covenants, terms, and conditions of this lease.

(*b*) May proceed as a secured party under the provisions of the Uniform Commercial Code against the goods in which Lessor has been granted a security interest pursuant to Section 13 (*g*) hereof; and

(*c*) May have and exercise any and all other rights and/or remedies, granted or allowed landlords by any existing or future Statute, Act of Assembly, or other law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such Statute, Act of Assembly, or other law of this state existing for the protection and benefit of tenants; and

(*d*) May have and exercise any and all other rights and remedies contained in this lease agreement, including the rights and remedies provided by Sections 16 and 17 hereof.

16. Confession of Judgment for Money

Lessee covenants and agrees that if the rent and/or any charges reserved in this lease as rent (including all accelerations of rent permissible under the provisions of this lease) shall remain unpaid five (5) days after the same is required to be paid, then and in that event, Lessor may cause Judgment to be entered against Lessee, and for that purpose Lessee hereby authorizes and empowers Lessor or any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for and confess judgment against Lessee and agrees that Lessor may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. for the recovery from Lessee of all rent hereunder (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs and Attorney's commission, for which authorization to confess judgment, this lease, or a true and correct copy thereof, shall be sufficient warrant. Such Judgment may be confessed against Lessee for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; together with an attorney's commission of five percent (5%) of the full amount of Lessor's claim against Lessee. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforedescribed sums five days or more after they become due as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of this lease.

17. Confession of Judgment for Possession of Real Property

Lessee covenants and agrees that if this lease shall be terminated (either because of condition broken during the term of this lease or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Lessor may cause a judgment in ejectment to be entered against Lessee for possession of the demised premises, and for that purpose Lessee hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for Lessee and to confess judgment against Lessee in Ejectment for possession of the herein demised premises, and agrees that Lessor may commence an action pursuant to Pennsylvania Rules of Procedure No. 2970 et seq. for the entry of an order in Ejectment for the possession of real property, and Lessee further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of a writ or writs of possession pursuant thereto, this lease, or a true and correct copy thereof, shall be sufficient warrant. Lessee further covenants and agrees, that if for any reason whatsoever, after said action shall have commenced the action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as above set forth to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the premises demised hereunder.

18. Affidavit of Default

In any procedure or action to enter Judgment by Confession for Money pursuant to Section 16 hereof, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to Section 17 hereof, if Lessor shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Lessor to cause the entry of judgment by confession, such affidavit or averment shall be ~~conclusive~~ evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this lease (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice to the contrary notwithstanding.

19. Waivers by Lessee of Errors, Right of Appeal, Stay, Exemption, Inquisition

Lessee hereby releases to Lessor and to any and all attorneys who may appear for Lessee all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in this lease, and all liability therefor. Lessee further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the demised premises either at the end of the term or sooner termination of this lease, or for non-payment of rent or for any other reason, Lessee specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days' notice shall be sufficient in either or any such case.

20. Right of Assignee of Lessor

The right to enter judgment against Lessee by confession and to enforce all of the other provisions of this lease herein provided for may at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her, or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

21. Remedies Cumulative

All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering possession of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which, under the terms hereof would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

22. Condemnation

~~In the event that the premises demised herein, or any part thereof, is taken or condemned for a public or quasi public use, this lease shall,~~ as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises.

23. Subordination

This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in Control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives ~~any and all claims for damages or otherwise by reason of such termination as aforesaid.~~

24. Termination of Lease

It is hereby mutually agreed that either party hereto may determine this lease at the end of said term by giving to the other party written notice thereof at least eleven (11) months prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of one (1) year and so on from year to year unless or until terminated by either party hereto, giving the other eleven (11) months written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of his intention to change the terms and conditions of this lease, and Lessee shall not within ninety (90) days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (*a*) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (*b*) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

25. Notices

All notices must be given by certified mail, return receipt requested.

26. Lease Contains all Agreements

It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

27. Heirs and Assignees

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein, shall be deemed to refer to the "Lessor" or "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

28. Security Deposit

~~Lessee does herewith deposit with Lessor the sum of Dollars,~~ to be held as security for the full and faithful performance by Lessee of Lessee's obligations under this Lease ~~and for the payment of damages to the demised premises. Said security deposit is to be held by Lessor as an Escrow Fund pursuant to the terms and provisions of the Penna. Act of Assembly approved December 29, 1972, Act No. 363. Except for such sum as shall be lawfully applied by Lessor to satisfy valid claims against Lessee arising from defaults under this lease or by reason of damages to the demised premises, the Escrow Fund shall be returned to Lessee at the expiration of the terms of this lease or any renewals or extensions thereof but as provided for in the said Act of Assembly. It is understood that no part of any security deposit or Escrow Fund is to be considered as the last rental due under the terms of the lease.~~

29. Headings no part of Lease

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Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease nor shall they affect its meaning, construction or effect.

CONTINUED ON ATTACHED RIDER.

In Witness Whereof, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby.

SEALED AND DELIVERED IN THE PRESENCE OF:

Martha R. Trundle

Marion H. Coopwood

George M. Deimer (SEAL)
George M. Deimer

John E. Kishbaugh (SEAL)
John E. Kishbaugh

Verino Pettinaro (SEAL)
Verino Pettinaro

David J. Heim (SEAL)
David J. Heim

SEAL

FRANKFORD-QUAKER GROCERY CO. SEAL

By: J M Bugden SEAL
President

Attest: SEAL
Secretary

LEASE

GEORGE M. DEIMER, JOHN E. KISHBAUGH, VERINO PETTINARO, DAVID J. HEIM, Joint Venturers

TO

FRANKFORD-QUAKER GROCERY CO., a Pennsylvania corporation

Premises

Rent

Dated

Term

Lloyd J. Schumacker, Esquire
Schumacker and Lunkenheimer
1810-14 Two Penn Center Plaza
Philadelphia, Pennsylvania 19102

P 51939

LOcust 3-6070

FOR VALUE RECEIVED ..... hereby assign, transfer and set over unto .....

Executors, Administrators and assigns all ..... right, title and interest in the within ..... and all benefit and advantages to be derived therefrom.

WITNESS ..... hand and seal this ..... day of ..... A. D. 19 .....

SEALED IN THE PRESENCE OF

RIDER TO LEASE DATED 20 October 1975 BETWEEN GEORGE M. DEIMER, JOHN E. KISHBAUGH, VERINO PETTINARO, DAVID J. HEIM, JOINT VENTURERS, LESSOR, and FRANKFORD-QUAKER GROCERY CO., a Pennsylvania corporation, LESSEE

30. At its own cost and expense Lessor shall construct on the above-mentioned leased premises a food supermarket of Twenty-five Thousand Two Hundred (25,200) square feet in accordance with the plans and specifications of Charles Frates to be approved by the parties hereto as hereinafter provided, and Lessor shall also construct the access roads, parking areas and sidewalks and utility connections in accordance with said plans and specifications. It is a condition of this lease and of all obligations of Lessor and Lessee hereunder that said plans and specifications of Charles Frates shall be approved in writing by the parties hereto on or before ~~September 15, 1975~~ November 15, 1975.

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Lessor shall commence construction of the work to be performed by Lessor under paragraph 30 above on or before ~~September 30, 1975~~ March 1, 1976 and Lessor shall proceed with due diligence to complete the performance of all the work to be performed above and shall complete all of said work on or before ~~September 30, 1976~~ May 30, 1976. When all of the work to be performed by Lessor under paragraph 30 above has been completed, Lessor will deliver possession of the leased premises to the Lessee. It is agreed, however, that at any time prior to the delivery of the possession of the leased premises as aforesaid, Lessee, its agents, servants, and contractors, shall have the right to enter upon the leased premises for the purpose of taking measurements therein and installing fixtures and equipment, but for no other purpose, provided, however, that such prior entry shall not unreasonably interfere with or obstruct the progress of the work being done by the Lessor.

Lessor agrees that if all of the work to be performed under paragraph 30 shall not be completed and possession of the

leased premises delivered within the time provided above, Lessee shall have the right at any time up to the date of completion of said work to terminate this lease and all its liabilities hereunder by giving to Lessor written notice to this effect; provided, that if said failure to complete and deliver possession is caused by strikes and/or picketing, impossibility of getting materials, or war emergency, said completion and delivery dates shall be extended for a period equal to the period of such delay.

31. Lessor represents and warrants that it is the owner of the tract of land shown on the Site Plan attached hereto.

32. The term of this lease shall commence when the Lessee shall have been given actual physical possession of the said premises as hereinbefore provided and shall end at midnight on the date of the expiration of twenty-five (25) full years from (a) the date when Lessee shall open for business its store in the leased premises, or (b) the date which is thirty (30) days after the Lessor has delivered physical possession of the demised premises, whichever shall be earlier, unless sooner terminated as hereinbefore provided.

The parties hereto agree within thirty (30) days after the commencement date of this lease to execute a Supplement to this lease in the form attached hereto as Exhibit "A", fixing the definite date of the commencement and of the ending of the term of this lease.

33. So long as Lessee, at the time of the exercise of the options herein granted, is not in default in any term, covenant, condition or agreement contained in this lease, Lessee shall have the right, option and privilege of renewing and extending the term of this lease for two additional periods of five years each following the expiration of the original term of this lease. Said options

may be exercised by Lessee giving written notice to this effect to Lessor no less than one year prior to the expiration of the original term hereof or the expiration of the first additional five year period (if the first of said two options has been exercised) as the case may be. All the terms, covenants and conditions of this lease pertaining to the original term hereof shall equally pertain in all respects to all renewals and extensions of the lease. In the absence of any such notice from Lessee as provided in this paragraph, or at the expiration of the last renewal term for which Lessee opts under this paragraph, the provisions of paragraph 24 of this lease shall control.

34. Lease Year is a period commencing as to the first such Lease Year with the date upon which the monthly minimum rental shall commence under the provisions of paragraph 34(a) and ending upon the last day of the calendar month in which shall fall the date of expiration of twelve (12) full months thereafter, and as to subsequent Lease Years commencing on the day after the last day of the preceding Lease Year and ending upon the expiration of twelve (12) full months thereafter.

(a) Lessee shall pay Lessor a minimum rental of Six Thousand Eight Hundred Twenty-five Dollars ($6,825.00) per month beginning with the first day of the calendar month next succeeding the date when (a) Lessee shall open for business its store in the leased premises or (b) the date which is thirty (30) days after the Lessor has delivered physical possession of the leased premises, whichever shall be earlier.

(b) For each Lease Year during the term hereof Lessee shall pay, in addition to the minimum rent, a percentage rental

in a sum equivalent to one per cent (1%) of the gross receipts, as hereafter defined, in excess of $8,190,000.00 per annum.

(c) Within thirty (30) days following the end of each Lease Year, the Lessee agrees to mail or deliver to Lessor a certified statement prepared by a Certified Public Accountant acceptable to Lessor, showing Lessee's gross receipts (computed as hereinafter provided) in the leased premises during the preceding Lease Year and shall pay to Lessor the amount of percentage rental then due, if any, determined in accordance with subparagraph (b) of this paragraph.

(d) The term "gross receipts" as used herein is the total amount realized as the result of sales of merchandise made in the Lessee's store in the leased premises by the Lessee, its concessionaires and sublessees, if any, but shall not include sales of merchandise for which cash has been refunded or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have been included in "gross receipts", and shall not include the amount of any sales or gross receipts tax imposed upon such retail sale separately and specifically added to the sales price in each transaction and the amount thereof made known to the customer.

(e) The Lessor, or the Lessor's agents, may at all reasonable times inspect the Lessee's record of sales made by it in the leased premises and receipts of sales made therein by concessionaires and sublessess, if any, of the Lessee in the said leased premises; and Lessee agrees to procure for the Lessor the right to inspect the records of sales made by said concessionaires

and sublessees in the leased premises. Neither the Lessee nor its concessionaires and sublessees shall be required to keep said record for a period in excess of two (2) years. If as a result of Lessor's examination of Lessee's records it is determined that the actual gross receipts for any period covered by any said statement showing the gross receipts shall exceed the amount shown in said statement by five percent (5%) or more, the Lessee shall pay all the expenses incurred in determining the actual gross receipts for said period.

35. (a) In the event that real estate taxes are separately assessed and/or imposed upon the leased premises, Lessee shall pay, after receipt of supporting data from Lessor and prior to the due date thereof, as additional rent hereunder, all taxes assessed and/or imposed upon the leased premises, including land and building, during the original term of this lease and any renewal terms hereof.

(b) In the event that real estate taxes are not separately assessed and/or imposed upon the leased premises, Lessee shall pay each year, after receipt of supporting data from Lessor and prior to the due date thereof, such portion of said real estate taxes as shall be attributable solely to the said leased premises.

(c) Should any dispute arise between the parties hereto as to whether any sum is payable by Lessee to Lessor under the provisions of this paragraph such dispute may be submitted by either of the parties hereto to arbitration by an arbitrator upon whom the parties may agree within ten (10) days after request for arbitration is received by the other party hereto or, in the absence of such agreement, by an arbitrator to be appointed by the American Arbitration Association.

(e) Payments by Lessee to Lessor under the provisions of this paragraph may be offset, noncumulatively, against percentage rental paid or payable under paragraph 34(b) hereof.

36. (a) At all times during the term of this lease (including any extensions and renewals thereof) Lessor, at Lessor's sole expense, shall provide parking areas, with access roads, driveways, and sidewalks as shown on the attached Site Plan and sufficient to provide at least one parking space (10 feet by 20 feet) for every 265 square feet of floor space in the Shopping Center shown on the attached Site Plan. Said parking areas with adequate access roadways shall be in compliance with all municipal, county or other governmental ordinances or regulations relating thereto and shall be confined in this use solely for the benefit of buildings erected or to be erected in said Shopping Center in said Site Plan of which the leased premises form a part.

(b) Customers, business invitees and employees of Lessee and of any sublessee or assignee of Lessee shall have parking privileges in all of the parking spaces shown in the said Site Plan attached hereto in common with the customers, business invitees and employees of other Lessees of the said Shopping Center in said Site Plan of which the leased premises form a part, it being understood and agreed by Lessor that no fee will be charged to any such customers, business invitees and employees for the use of said parking areas.

(c) Lessor shall keep said parking areas and the access areas and driveways and the sidewalks shown in the said Site Plan attached hereto in good order and repair at all times during the term of this lease, such maintenance and repair to include lighting equipment, surfacing and resurfacing with a hard

surface, cleaning, snow removal, grass cutting and watering of grass, shrubbery and trees, except that Lessor shall not be obliged to move ice and snow from the sidewalk immediately abutting the leased premises.

(d) At all times during the term of this lease (including any extensions and renewals thereof) Lessor, at Lessor's sole expense, shall properly care for and maintain all undeveloped portions of the Shopping Center included within the Site Plan attached hereto, including, inter alia, but not by way of exclusion, elimination of weeds, trash and other unsightly material.

(e) Conditioned upon Lessor fully performing all the provisions of this lease, including, inter alia, but not by way of exclusion, all the provisions of this paragraph 36 above, Lessee shall pay Lessor at the end of each lease year the sum of Three Thousand Seven Hundred Eighty Dollars ($3,780.00) per year for the first twelve (12) years of the lease and Six Thousand Three Hundred Dollars ($6,300.00) per year thereafter.

37. (a) During the term of this lease, Lessor agrees not to use, let or sublet, or to permit the use, letting or subletting of any other store in the said Shopping Center or on any other ground owned, leased or controlled by Lessor within 2,500 feet of the boundary line of the said Shopping Center as shown on the Site Plan attached for the sale or storage of food, except as expressly provided herein; and Lessor agrees that this restriction shall run with the land and be binding upon the Lessor's heirs, personal representatives, grantees, successors and assignees and shall be incorporated in any deed or deeds covering the sale or other disposition of the said premises by Lessor; provided, however, the terms of this paragraph 37(a) shall not apply to the

holder of any Mortgage or Deed of Trust placed upon the property of which the leased premises are a part, or to any other person or entity taking title to the property of which the leased premises is a part by foreclosure or other similar default proceedings on said Mortgage or Deed of Trust.

(b) The foregoing restriction under sub-paragraph (a) shall not apply to the sale or storage or to the offer for sale of food in connection with the operation of a lunch counter, soda fountain, restaurant or of any eating place where the said restricted items are usually consumed on the leased premises, or to the sale of candies, cakes, nuts in any ten-cent store, variety store, junior department store or confectionary store, or the sale of ice cream in an ice cream store, or the sale of its own fresh baked products by a bakery.

(c) Lessor represents and warrants that at the time of the execution of this lease, there are no outstanding leases, subleases or agreements of any nature which, if they had been entered into after the date of this lease, would be in violation of the restrictions hereinabove set forth.

38. In the event that the leased premises or any part thereof are damaged or destroyed by fire or other casualty Lessor agrees to repair or replace same as promptly as possible and during the period of making such repairs and replacements the rent hereunder shall abate proportionately; provided, however, that there shall be no obligation upon the Lessor to repair or replace during the last five (5) years of the term of this lease, unless Lessee has exercised Lessee'e right and option to extend the term of this lease as provided in paragraph 33 hereof within thirty (30) days of receipt of demand by Lessor subsequent to such fire.

39. Lessor covenants and agrees that on the date when

the Lessee shall take possession hereunder, the leased premises, so far as Lessors are concerned, shall be free of all violations, orders or notices of violations, of all public or quasi public authority and that Lessee shall be permitted by the authority having jurisdiction thereof to occupy and to continue to occupy the said leased premises, in the condition in which the premises are leased, for the purpose hereinbefore mentioned.

40. Lessee shall not assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the whole or any part of the leased premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee is hereby given the right to assign or sublet the leased premises to an individual, partnership or corporation, who is a member of Frankford-Quaker Grocers Association or of Lessee, provided, however, that Lessee shall remain liable for the performance of all terms, conditions and covenants of this lease.

41. So long as Lessee is not in default hereunder, Lessee shall have the right to remove from the leased premises any and all trade fixtures, machinery and equipment, including counters and shelving, installed therein, during the term of this lease or prior to the commencement thereof, Lessee agreeing to repairing any damage caused to the leased premises by reason of such removal.

42. This lease shall upon the request of Lessor, be subject and subordinate to any and all mortgages and deeds of trust now or hereafter placed upon the said Shopping Center or any part thereof, provided, however, that the holder of any such mortgage or the trustees of any such deed of trust shall agree that this lease should not be divested, terminated or affected

by foreclosure or other proceedings under said Mortgage, Deed of Trust, or obligation secured thereby, so long as the Lessee shall not be in default under the terms of this lease. In such event this lease shall remain in full force and effect notwithstanding any default foreclosure or possessory proceedings. Lessee shall execute any instruments requested by Lessor in order to effect the foregoing. Lessor shall furnish, without expense to Lessee, promptly upon request by Lessee, the written agreement of the holder or holders of any paramount lien, mortgage, deed of turst, ground rent, or claim against the Shopping Center or any part thereof consenting to the within lease and agreeing that the Lessee, its successors, assigns, licensees and sublessees, shall not be disturbed in possession of the leased premises under this lease for any reason other than one which would entitle Lessor to terminate the lease.

43. Lessor, at its own cost and expense, shall keep in good order and repair the roof and exterior of the leased premises, other than glass and doors; joist and structural supports; electrical lines excluding fixtures; plumbing and sewer lines excluding fixtures; and air conditioning ducts. Lessee, at its own cost and expense, will keep in good order and repair, reasonable wear and tear and damage by fire or other casualty excepted, the portions of the building on the leased premises which the Lessor is not obliged to keep in good order and repair as above provided. Anything hereinabove to the contrary notwithstanding, Lessee shall be responsible for all repairs necessitated by reason of the negligence of Lessee, its employees and invitees. Lessee alone shall be responsible for replacement and maintenance of all

glass doors and windows and maintenance of all doors to the leased premises. In this connection, Lessee shall maintain in full force during the term of this lease or any extension thereof plate glass and glass insurance insuring the leased premises for such coverage.

In the event of the failure of Lessor promptly to perform the provisions of paragraph 43 above, Lessee may perform same and deduct the cost thereof from rent payable to Lessor. In the event of the failure of Lessee promptly to perform the provisions of paragraph 43 above, Lessor may go upon the leased premises and perform same, the cost thereof to be charged to Lessee as additional rent to be paid promptly by Lessee to Lessor.

44. Lessee shall:

(a) Keep the leased premises clean, orderly, sanitary and free from objectionable odors and from insects and other pests and keep all garbage and refuse in containers and within the trash room of the leased premises.

(b) Keep the premises sufficiently heated to prevent freezing of water pies and fixtures.

(c) Keep the sidewalks immediately adjoining the leased premises clean and free from ice and snow and not to place or permit any rubbish, obstructions or merchandise on said sidewalks.

(d) Require its employees to park their cars only in those portions of the parking area designated for that purpose by Lessor.

(e) Use its best efforts to keep a supermarket in the leased premises open and operative at all times during the term of this lease, it being understood, however, that in the event of bankruptcy or reorganization or grave disability or death of a subtenant this may be difficult at times

45. Anything herein to the contrary notwithstanding, it is understood and agreed that Lessee shall not be in default hereunder for the failure to pay any rent, additional rent or charges herein reserved as rent on the days and at the place where the same are made payable unless such failure shall continue for ten (10) days after written notice by Lessor by registered mail to the Lessee, and that Lessee shall not be in default hereunder for the failure to perform and observe any of the other agreements, conditions and terms herein contained on Lessee's part to be performed or observed unless such failure shall continue for twenty (20) days after service of written notice by Lessor by registered mail to the Lessee.

46. Lessee agrees to pay for all utilities, including all water, gas and electricity, used by it on the leased premises during the term of this lease. Lessor shall supply, at its own cost, all meters required to measure the aforementioned utilities. In the event any utility or utility services are furnished to Lessee for which a lien could be filed against the leased premises or any portion thereof (such as water rent or sewage disposal), at Lessor's request, Lessee shall pay the cost thereof to Lessor as and when the charges therefor become due and payable or Lessee shall deliver original receipted bills therefor to Lessor within thirty (30) days after the same are due and payable without interest or penalty.

47. Each of the parties hereto agrees that in the event that any of its or their property is damaged or destroyed by fire or other insured casualty, the rights, if any, of such party against the other party with respect to such damage or destruction are waived.

48. Within ten (10) days after request therefor by Lessor or in the event that upon any sale, assignment or hypothecation of the leased premises and/or the land thereunder by Lessor an offset statement shall be required from Lessee, Lessee agrees to deliver in recordable form a certificate to any proposed Mortgagee or purchaser, or to the Lessor, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Lessee.

49. Lessor agrees to execute, concurrently with the execution of this lease, a Memorandum of Lease in the form attached hereto as Exhibit "B" for recording.

50. Lessee shall not place any signs in and upon the leased premises (other than normal paper signs in the windows of the leased premises) without obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. If the proper municipal authorities permit the erection of sign(s) upon the parking and common areas of the Shopping Center, then Lessor shall have the right to erect the first such sign.

51. (a) In the event of any condemnation of a portion of the leased premises or of the aforementioned parking area that will preclude the continued effective use of the leased premises as a food supermarket this lease will terminate. In the event of any condemnation of a portion of the leased premises or of the aforementioned parking area that will not preclude the continued effective use of the leased premises as a food supermarket, but which will adversely affect the use of the leased premises as a food supermarket, the rent for the leased premises shall be abated to the extent necessary to make proper allowance for the

effects of such condemnation. Should any dispute arise between the parties hereto as to the effect of any condemnation of the leased premises or of the aforementioned parking area or as to whether the rent should be abated and if so the extent thereof, such dispute may be submitted by either of the parties hereto to arbitration by an arbitrator upon whom the parties may agree within ten (10) days after the request for arbitration is received by the other party hereto or, in the absence of such agreement, by an arbitrator to be appointed by the American Arbitration Association.

Subject to the provisions of subparagraph 51(b), nothing herein contained, including the provision for termination of this lease provided above in this subparagraph 51(a), shall prevent Lessee from recovering damages sustained by it as a result of any condemnation of all or part of the leased premises or of the aforementioned parking area.

(b) Any claim which Lessee may have arising out of the condemnation of the leased premises or the Shopping Center or any part or portion thereof shall be subject and subordinate to all of the rights of the holder of a First Mortgage or Deed of Trust upon the premises, it being understood that at the option of such holder, any proceeds arising out of such condemnation may be claimed by him and applied to the obligation secured by such First Mortgage or Deed of Trust.

52. Lessee will keep in force at its own expense so long as this lease remains in effect public liability insurance with respect to the leased premises, protecting and naming as additional parties insured Lessor and any mortgagee as well as Lessee, in companies and in form acceptable to Lessor with minimum limits of

Three Hundred Thousand Dollars ($300,000) on account of bodily injuries to or death of one person and Six Hundred Thousand Dollars ($600,000) on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of One Hundred Thousand Dollars ($100,000); and Lessee will further deposit the policy or policies of such insurance or certificates thereof, with Lessor.

53. (a) Lessor will keep in force so long as this lease remains in effect public liability insurance with respect to the portions of the Shopping Center included in the Site Plan attached hereto as Exhibit "C", other than the leased premises, protecting and naming as additional parties insured Lessee and any sublessee of Lessee whose name has been furnished by Lessee to Lessor, in companies and in form acceptable to Lessee with minimum limits of Three Hundred Thousand Dollars ($300,000) on account of bodily injuries to or death of one person and Six Hundred Thousand Dollars ($600,000) on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of One Hundred Thousand Dollars ($100,000); and Lessor will further deposit the policy or policies of such insurance or certificates thereof, with Lessee.

(b) Lessee shall pay each year such portion of the premiums of Lessor for securing the aforementioned public liability insurance as shall be attributable solely to the said leased premises. The amount due hereunder on account of such liability insurance premiums shall be apportioned for any part of the year covered by this lease. Payments by Lessee to Lessor under the provisions of this paragraph in excess of those for the first year after completion of construction of the aforementioned building shall be offset, noncumulatively, against percentage rental paid or payable under para-

graph 34(b) hereof.

(c) Should any dispute arise between the parties hereto as to whether any sum is payable by Lessor to Lessor under the provisions of this paragraph such dispute may be submitted by either of the parties hereto to arbitration by an arbitrator upon whom the parties may agree within ten (10) days after request for arbitration is received by the other party hereto or, in the absence of such agreement, by an arbitrator to be appointed by the American Arbitration Association.

54. Lessee shall pay as additional rent each year during the term of this lease all fire insurance premiums on the building to be constructed upon the leased premises insuring the insurable portion of said building to the extent of the replacement cost thereof, with all risk fire insurance. The amount due hereunder on account of such fire insurance premiums shall be apportioned for any part of the year covered by this lease. Payments by Lessee to Lessor under the provisions of this paragraph in excess of those for the first year after completion of construction of the aforementioned building shall be offset, noncumulatively, against percentage rental paid or payable under paragraph 34(b) hereof.

55. It is a condition of this lease and of all obligations of Lessee hereunder that Lessor shall have constructed, within the Shopping Center shown on the Site Plan attached hereto, and leased to responsible tenants, stores with a minimum of 15,000 square feet of store space, in addition to the within leased premises, no later than one (1) month prior to the time Lessee is to take possession of the within leased premises as provided hereinabove.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be duly executed this 20th day of October A. D. 1975.

George M. Deimer (SEAL)
George M. Deimer

John E. Kishbaugh (SEAL)
John E. Kishbaugh

Verino Pettinaro (SEAL)
Verino Pettinaro

David J. Heim (SEAL)
David J. Heim

FRANKFORD-QUAKER GROCERY CO.

By: J M Sugden
President

Attest: Dale S Pakenburg
Secretary

SUPPLEMENT TO LEASE
BETWEEN
GEORGE M. DEIMER, JOHN E. KISHBAUGH, VERINO PETTINARO, DAVID J. HEIM, Joint Venturers
and
FRANKFORD-QUAKER GROCERY CO., a Pennsylvania corporation

Pursuant to the provisions of paragraph 32 of the above Lease, Lessor and Lessee, intending to be legally bound hereby, agree that the term of said Lease shall end on the day of , 19 , at Midnight, unless sooner terminated or extended as therein provided.

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to said Lease this 20th day of October, 1975.

George M. Deimer (SEAL)
George M. Deimer

John E. Kishbaugh (SEAL)
John E. Kishbaugh

Verino Pettinaro (SEAL)
Verino Pettinaro

David J. Heim (SEAL)
David J. Heim

FRANKFORD-QUAKER GROCERY CO.

By: _____ President

Attest: _____ Secretary

EXHIBIT "A"