

EXHIBIT B

Contract Assignment
#7013

STATEMENT

Remit to - Randall Benderson 1993-1 Trust
PO Box 660, Buffalo, NY 14201-0660

Jubilee
RE - 3240 Attica Jubilee
152 Prospect Street
Attica
NY 14011-

Fleming Companies, Inc
Manager, Real Estate Administration
c/o The Staubach Company Lease ID NY059
1945 Lakepointe Drive
Lewisville, TX 75057

3240 / 002

07/24/03

00004266

Lease 00056539

BL filed 4/1/03

Your Account with us reflects the following amount due.
Please mail your payment as soon as possible. Thank You.
Address questions to your Account Representative, Sharon L. Alcorn
at (716)878-9465.

Date	Ty	Document Number	Remark	Invoice Amount	Open Balance
03/07/03	RH	3461461 001	CAM 07/02 - 12/02	11,113.55	11,113.55
07/09/03	RN	3586570 001	2003/04 VILLAGE TAX	2,851.87	2,851.87
Balance Due					13,965.42

*** FOR PROPER APPLICATION OF PAYMENT TO YOUR ACCOUNT: ***
*** YOU MUST REFERENCE DOCUMENT NUMBER AND LEASE NUMBER WITH YOUR REMITTANCE. ***

CAM 1/1/02 - 6/30/03
2037.48/mo
7/1/03 - 7/28/03
2037.48/mo

School tax 02/04 7/1/03 - 7/28/03
28 days x 11,606.5 p.d.

Pre	Post
11,113.55	-
-	2851.87
6112.45 (E)	6112.45 (E)
-	2037.48 (E)
-	324.98 (E)
17226.00	11326.78

TOT = 28,552.78

Current 31 - 60 61 - 90 91 - 120 Over 120

2,851.87

11,113.55

2003 CO PIR
02/03 CO PIR

02/03 CO PIR
02/03 CO PIR

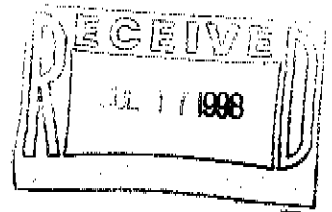
(E) estimated

CORPORATE STAFF

July 13, 1998

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Supermarket Development, Inc.
570 Delaware Avenue
Buffalo, New York 14202



Re: Lease Renewal Notification
Fleming File No. NY-059
Attica Jubile Foods
Prospect & Route 98
Attica, NY 14011

Dear Sirs:

Reference is hereby made to the Lease dated March 9, 1973, as amended, ("Lease") by and between Supermarket Development, Inc., successor in interest to Eugene F. Bellis, successor in interest to John L. Sellstrom, successor in interest to JL-CW, Inc., as lessor and Fleming Companies, Inc., successor by merger with Scrivner of New York, Inc. f/k/a S.M. Flickinger Co., Inc., as lessee ("Fleming").

This letter shall serve as notice that Fleming hereby exercises its option to renew the Lease for a period of five (5) years, commencing on March 9, 1999 and expiring on March 8, 2004, upon the terms and conditions as stated in the Lease.

Please acknowledge your receipt of this notice of renewal by signing and dating the enclosed copy of this letter in the space provided. Thereafter, please return the copy to us in the pre-addressed, postage pre-paid envelope enclosed.

Sincerely,

FLEMING COMPANIES, INC.

Robert W. Smith
Sr. Vice President

Receipt of the notice of renewal of the above-referenced Lease is hereby acknowledged this 27
day of July, 1998.

SUPERMARKET DEVELOPMENT, INC.

By:
(Title)

RWS:sek
c: John MacIntyre

NYS Department of State

Division of Corporations

Entity Information

Selected Entity Name: S.M. FLICKINGER CO. INC.

<p>Current Entity Name: SCRIVNER OF NEW YORK, INC.</p> <p>Initial DOS Filing Date:</p> <p>County: ERIE</p> <p>Jurisdiction:</p> <p>Entity Type: DOMESTIC BUSINESS CORPORATION</p> <p>Current Entity Status: INACTIVE</p>
--

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)
CT CORPORATION SYSTEM
1633 BROADWAY
NEW YORK, NEW YORK 10019

Registered Agent
CT CORPORATION SYSTEM
1633 BROADWAY
NEW YORK, NEW YORK 10019

NOTE: New York State does not issue organizational identification numbers.

[\[Search Results \]](#) [\[Search the Database \]](#)

[\[Division of Corporations, State Records and UCC Home Page \]](#) [\[NYS Department of State Home Page \]](#)

THIRD LEASE AMENDMENT

THIS THIRD LEASE AMENDMENT (the "Amendment"), is entered into as of the 30 day of MARCH, 1993, by and between SUPERMARKET DEVELOPMENT, INC., a New York corporation, (hereinafter referred to as "Lessor"), and SCRIVNER OF NEW YORK, INC., a New York corporation, (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, the parties hereto or their predecessors in interest have previously entered into a Lease, dated March 9, 1973, as amended on April 12, 1973 and February 22, 1979 (collectively the "Lease"), wherein Lessor is leasing to Lessee certain premises located at Prospect and Route 98, Attica, New York 14011, as more particularly described in the Lease (the "Leased Premises" also sometimes referred to in the Lease as "Premises" or "Demised Premises"); and

WHEREAS, concurrently with the execution of this Amendment, the Lessee, pursuant to an Asset Purchase Agreement, is purchasing certain assets of Attica Superstore, Inc. ("Attica") and Gowanda Superstore, Inc. ("Gowanda") (with Attica and Gowanda being hereinafter collectively referred to as "Seller"), companies in which Lessor owns stock, with Attica prior to the date hereof owning and operating a supermarket in the Leased Premises;; and

WHEREAS, as additional consideration to Seller for such sale, Lessee has agreed to enter into this Amendment to correct an erroneous description of the square footage of the Leased Premises as originally set forth in the Lease, to provide for pro-ration of expenses based on the Leased Premises as a percentage of the total leasable area in the Shopping Center of which the Leased Premises is a part and to otherwise amend the Lease in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and agreements contained herein, the parties hereto contract and agree as follows:

1. Definitions. Lessor and Lessee agree that the following definitions shall apply for all purposes under the Lease, regardless of other descriptions or terminology used in the Lease:

1.1 Leased Premises. That certain retail store building space of 20,542 square feet, located on the Real Property (as hereinafter defined) and designated as the "Jubilee Store" or "Supermarket" in the Shopping Center drawing attached hereto as Exhibit "A" (hereinafter referred to as the "Site Plan"), which Shopping Center is now located on the Real Property.

1.2 Real Property. That certain Real Property more particularly described by metes and bounds on Exhibit "B", attached hereto.

1.3 Shopping Center. All the Real Property and improvements now or hereafter located on the Real Property. The Lessor has leased, demised and let to Lessee the Leased Premises, together with non-exclusive rights to all easements, entrances, parking areas, approaches and exits appurtenant to the Leased Premises and located in the Shopping Center on the Real Property.

2. Assignment of Laundromat Sublease. The 2,170 square foot laundromat also leased to Lessee under the Lease is no longer a part of the Leased Premises. Lessee hereby assigns, transfers, sells, grants and bargains unto Lessor, without recourse, and without representation or warranty, any and all of Lessee's right, title and interest in and to that certain laundromat Sublease between Lessee and James and Helen Giczkowski dated March 8, 1989 and

Lessor hereby assumes any and all obligations of Lessee under such laundromat Sublease.

3. Term. Lessor and Lessee agree that the current term of the Lease shall be extended for an additional five (5) years, terminating March 8, 1999, on the same terms and conditions, except as modified or amended by this Amendment, as set forth in the Lease, including, without limitation the annual rental currently set forth in the Lease, to-wit Fifty One Thousand Six Hundred Fifteen and No/100 Dollars (\$51,615.00).

4. Renewal Option. The Lessee shall have the option to renew the Lease for one additional five (5) year term ("Extended Term") by giving Lessor written notice to that effect at least six (6) months prior to the expiration of the previous term set forth herein. The rental payable during such Extended Term shall be the sum of Sixty-One Thousand Six Hundred Fifteen and No/100 Dollars (\$61,615.00) per year, payable at the rate of Five Thousand One Hundred Thirty Four and 58/100 Dollars (\$5,134.58) per month, in advance on the first day of each month. Nothing herein or in the Lease shall be construed to permit Lessee to extend the term of the Lease or to remain in possession of the Leased Premises after March 8, 2004.

5. Taxes and Fire Insurance. Paragraph 2 and Paragraph 4 of the Lease are hereby amended to provide that the Lessee's reimbursement of Lessor for such taxes and for the cost of such fire insurance referenced in such paragraphs shall be limited to a proportionate share of such costs based on the Leased Premises as a percentage of the total leasable area in the Shopping Center (such proportionate share being fifty-two percent (52%) on the date of execution of this Amendment, but being subject to change from time to time as the leasable area of the Leased Premises or the Shopping Center shall increase or decrease).

6. Common Area Maintenance. Paragraph 11.11 (a) of the Lease

shall be amended to delete any reference to Lessor's obligations to arrange for the maintenance of the parking area or service drives and to provide that Lessor shall provide such maintenance as follows:

"Lessor shall maintain and keep in good repair and condition all of the Common Areas of the Shopping Center, including, but not limited to, cleaning, snow removal, striping, patching, resurfacing, lighting and landscaping. The Lessee shall pay to Lessor as additional rent its proportionate share of the costs incurred by Lessor for such Common Area Maintenance based on the square footage of the Leased Premises as a percentage of the total leasable area in the Shopping Center; (such proportionate share being fifty-two percent (52%) on the date of execution of this Amendment, but being subject to change from time to time as the leasable area of the Leased Premises or the Shopping Center shall increase or decrease). Also, during the term of the Lease, including any Extended Term, Lessee shall pay Lessor as additional rent, a management/administration fee for maintaining the Shopping Center in the amount of Five Hundred Dollars (\$500.00) per year, payable in four (4) quarterly installments of One Hundred Twenty-Five Dollars (\$125.00) each.

7. No Changes to Site Plan. Paragraph 12 of the Lease is hereby deleted and the following inserted in lieu of:

"The access areas, parking area, and all common areas and facilities of the Shopping Center shall remain as shown on the Site Plan. No changes shall be made to the Site Plan without the prior written consent of the Lessee. The Lessor shall not erect any buildings on the Real Property, except those shown on the Site Plan and in those areas identified as "Future Expansion". No buildings shall be erected on the Real Property which would exceed the height of the building in which the Leased Premises is located. Lessor shall give Lessee at least ninety (90) days advance written notice of any intention to erect buildings in such

Future Expansion areas. The Site Plan is an accurate representation of the Shopping Center and the Leased Premises."

8. Sales Transaction/Rent Offset. Lessor acknowledges and agrees that Attica previously operated the grocery store located on the Leased Premises and owned certain assets located thereat, which were sold to Lessee, pursuant to an Asset Purchase Agreement, dated March 23, 1993 ("Purchase Agreement"). Lessor hereby agrees that in the event Lessee incurs any costs, expenses, damages or liabilities, including without limitation, reasonable attorney fees, due to the breach of the Purchase Agreement by Seller for failure to indemnify Lessee as set forth in the Purchase Agreement with respect to liabilities arising out of non-compliance with the provisions of the New York Commercial Code relating to bulk transfers, along with any liabilities arising out of Seller's failure to pay any sales and/or use taxes incurred in connection with Seller's business prior to Closing of the transactions under the Purchase Agreement, Lessee shall have the right, after giving Lessor at least ten (10) days prior written notice thereof, to deduct and/or offset the amount of such costs, expenses, damages or liabilities from rent or other sums, if any, due under the Lease, until Lessee is reimbursed or satisfied in full. The foregoing remedy of Lessee shall be cumulative and in addition to any other remedy available to Lessee.

9. Deletion of Car Wash and Gas Station. The 840 square foot car wash and gas station also leased to Lessee under the Lease is no longer a part of the Leased Premises.

10. Indemnification. In addition to any other indemnification by Lessor set forth in the Lease or any other remedies available to Lessee, the Lessor shall defend, indemnify, and hold Lessee harmless against any and all losses, liability, or damages incurred by Lessee, including any attorney fees or court costs, in respect of, relating to, or arising in connection with any

gasoline station, gasoline pump(s), or underground storage tank(s) now located or previously located on the Real Property or in the Shopping Center, except for any losses, liabilities or damages, if any, caused by Lessee.

11. Riders. Lessor and Lessee acknowledge that the reference to Riders 1 and 2 at the end of Paragraph 11(a) on Page 5 of the Lease shall constitute only a one page Rider consisting of two marked paragraphs.

12. No Other Changes. All other terms and conditions of the Lease shall remain in full force and effect. The Lease is amended by this Agreement in no other manner except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have agreed to the above and foregoing in its entirety as of the day and year first above written, and have executed this instrument on the day and year set forth in the acknowledgments below.

ATTEST:

"LESSOR":

[SEAL]

Asst. Secretary

SUPERMARKET DEVELOPMENT, INC.
A New York Corporation

By: Ralph L. Kushner
Ralph L. Kushner, President

"LESSEE":

ATTEST:

[SEAL]

Asst. Secretary

SCRIVNER OF NEW YORK, INC.
A New York Corporation

By: William T. Bishop
William T. Bishop, President

STATE OF NEW YORK
COUNTY OF

} ss.
}

On this 30 day of March, 1993, before me, a notary public in and for said county, personally appeared Ralph L. Kushner, to me personally known, who being by me duly sworn did say that he is President of Supermarket Development, Inc., that the seal affixed to said instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said Ralph L. Kushner acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

John C. Garas
Notary Public

My Commission Expires:

____ (SEAL)

JOHN C. GARAS
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/14/94

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

} ss.
}

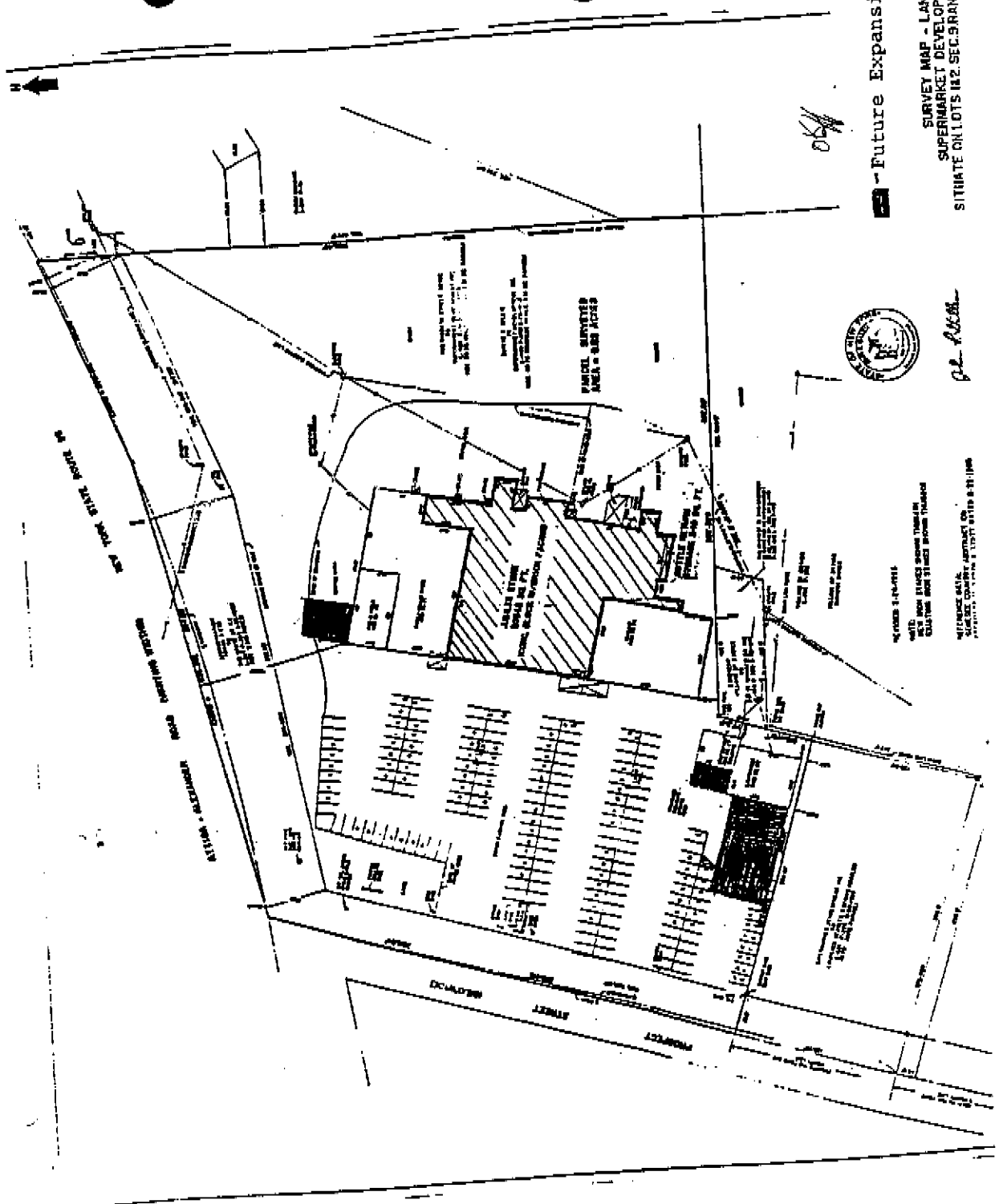
On this 25th day of March, 1993, before me, a notary public in and for said county, personally appeared William T. Bishop, to me personally known, who being by me duly sworn did say that he is President of Scrivner of New York, Inc., that the seal affixed to said instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said William T. Bishop acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Jerry D. Sturdevant
Notary Public

My Commission Expires:

5/26/96 (SEAL)

(working.mlm)attica.amd



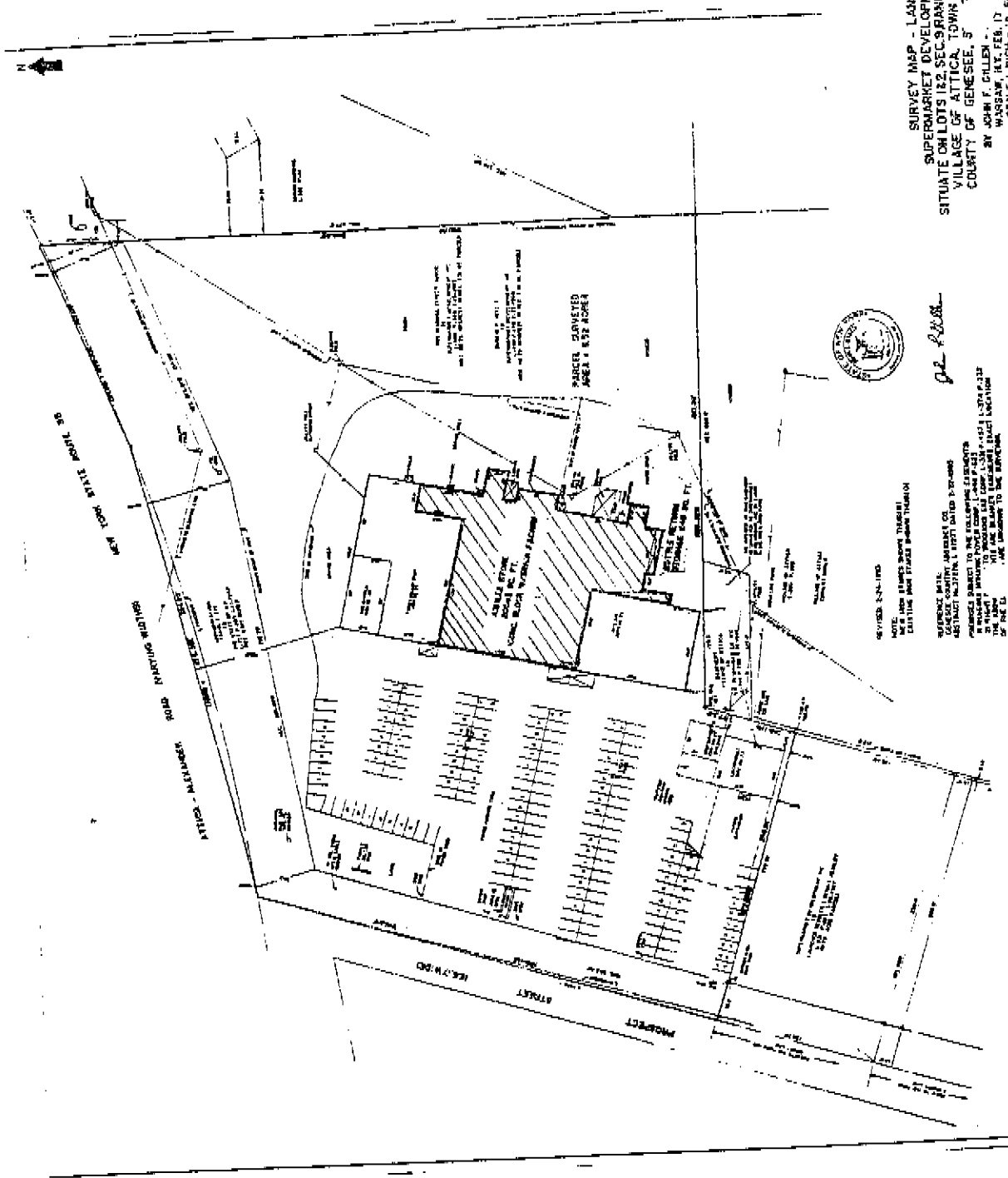
-Future Expansion



SURVEY MAP - LAND OF
SUPERMARKET DEVELOPMENT, INC.
SITUATE ON LOTS 182 SEC. 38 RANGE 1 TOWNSHIP 1

02. 10. 1968

NO. 10000 1-10-1968
BY: JOHN STANLEY STANLEY
CLAUDE AND STANLEY STANLEY
WITNESSES: JAMES J. STANLEY
CLAUDE STANLEY, JAMES STANLEY
JAMES STANLEY, JAMES STANLEY



SURVEY MAP - LAND OF
 SUPERMARKET DEVELOPMENT, INC.
 SITUATE ON LOTS 122 SEC. 9 RANGE 1 TOWNSHIP
 VILLAGE OF ATTICA, TOWN OF ALEXANDER
 COUNTY OF GENESEE, ST. OF NEW YORK
 BY JOHN T. GILLEN, SURVEYOR
 WASHINGTON, D.C. 20540
 SCALE 1 INCH = 40 FEET



92-12345

REVISED 5-24-1980
 BY JOHN T. GILLEN, SURVEYOR
 EXISTING AND PROPOSED LOTS
 EXISTING AND PROPOSED LOTS

REFERENCE MAPS:
 1. GENESEE COUNTY MAP OF 1890
 2. GENESEE COUNTY MAP OF 1900
 3. GENESEE COUNTY MAP OF 1910
 4. GENESEE COUNTY MAP OF 1920
 5. GENESEE COUNTY MAP OF 1930
 6. GENESEE COUNTY MAP OF 1940
 7. GENESEE COUNTY MAP OF 1950
 8. GENESEE COUNTY MAP OF 1960
 9. GENESEE COUNTY MAP OF 1970
 10. GENESEE COUNTY MAP OF 1980

EXHIBIT "A"

THIRD LEASE AMENDMENT

THIS THIRD LEASE AMENDMENT (the "Amendment"), is entered into as of the 30 day of MARCH, 1993, by and between SUPERMARKET DEVELOPMENT, INC., a New York corporation, (hereinafter referred to as "Lessor"), and SCRIVNER OF NEW YORK, INC., a New York corporation, (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, the parties hereto or their predecessors in interest have previously entered into a Lease, dated March 9, 1973, as amended on April 12, 1973 and February 22, 1979 (collectively the "Lease"), wherein Lessor is leasing to Lessee certain premises located at Prospect and Route 98, Attica, New York 14011, as more particularly described in the Lease (the "Leased Premises" also sometimes referred to in the Lease as "Premises" or "Demised Premises"); and

WHEREAS, concurrently with the execution of this Amendment, the Lessee, pursuant to an Asset Purchase Agreement, is purchasing certain assets of Attica Superstore, Inc. ("Attica") and Gowanda Superstore, Inc. ("Gowanda") (with Attica and Gowanda being hereinafter collectively referred to as "Seller"), companies in which Lessor owns stock, with Attica prior to the date hereof owning and operating a supermarket in the Leased Premises;; and

WHEREAS, as additional consideration to Seller for such sale, Lessee has agreed to enter into this Amendment to correct an erroneous description of the square footage of the Leased Premises as originally set forth in the Lease, to provide for pro-ration of expenses based on the Leased Premises as a percentage of the total leasable area in the Shopping Center of which the Leased Premises is a part and to otherwise amend the Lease in accordance with the terms of this Amendment.

NOTWITHSTANDING, THEREFORE, in consideration of the mutual covenants, terms, conditions and agreements contained herein, the parties hereto contract and agree as follows:

1. Definitions. Lessor and Lessee agree that the following definitions shall apply for all purposes under the Lease, regardless of other descriptions or terminology used in the Lease:

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1.2 Real Property. That certain Real Property more particularly described by metes and bounds on Exhibit "B", attached hereto.

1.3 Shopping Center. All the Real Property and improvements now or hereafter located on the Real Property. The Lessor has leased, demised and let to Lessee the Leased Premises, together with non-exclusive rights to all easements, entrances, parking areas, approaches and exits appurtenant to the Leased Premises and located in the Shopping Center on the Real Property.

2. Assignment of Laundromat Sublease. The 2,170 square foot laundromat also leased to Lessee under the Lease is no longer a part of the Leased Premises. Lessee hereby assigns, transfers, sells, grants and bargains unto Lessor, without recourse, and without representation or warranty, any and all of Lessee's right, title and interest in and to that certain laundromat Sublease between Lessee and James and Helen Giczkowski dated March 8, 1989 and

Lessor hereby assumes any and all obligations of Lessee under such laundromat Sublease.

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Future expansion areas. The Site Plan is an accurate representation of the Shopping Center and the Leased Premises."

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9. Deletion of Car Wash and Gas Station. The 840 square foot car wash and gas station also leased to Lessee under the Lease is no longer a part of the Leased Premises.

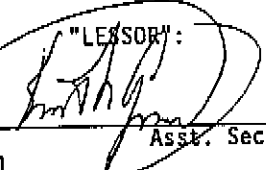
10. Indemnification. In addition to any other indemnification by Lessor set forth in the Lease or any other remedies available to Lessee, the Lessor shall defend, indemnify, and hold Lessee harmless against any and all losses, liability, or damages incurred by Lessee, including any attorney fees or court costs, in respect of, relating to, or arising in connection with any

gasoline station, gasoline pump(s), or underground storage tank(s) now located or previously located on the Real Property or in the Shopping Center, except for any losses, liabilities or damages, if any, caused by Lessee.

11. Riders. Lessor and Lessee acknowledge that the reference to Riders 1 and 2 at the end of Paragraph 11(a) on Page 5 of the Lease shall constitute only a one page Rider consisting of two marked paragraphs.

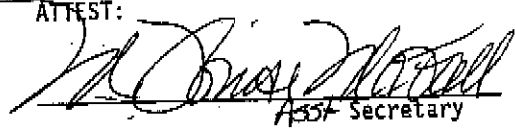
12. No Other Changes. All other terms and conditions of the Lease shall remain in full force and effect. The Lease is amended by this Agreement in no other manner except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have agreed to the above and foregoing in its entirety as of the day and year first above written, and have executed this instrument on the day and year set forth in the acknowledgments below.

"LESSOR":
ATTEST: 
[SEAL] Asst. Secretary

SUPERMARKET DEVELOPMENT, INC.
A New York Corporation

By: 
Ralph L. Kushner, President

"LESSEE":
ATTEST: 
[SEAL] Asst. Secretary

SCRIVNER OF NEW YORK, INC.
A New York Corporation

By: 
William T. Bishop, President

STATE OF NEW YORK
COUNTY OF

} ss.

On this 30 day of March, 1993, before me, a notary public in and for said county, personally appeared Ralph L. Kushner, to me personally known, who being by me duly sworn did say that he is President of Supermarket Development, Inc., that the seal affixed to said instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said Ralph L. Kushner acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

John C. Garas
Notary Public

My Commission Expires:

(SEAL)

JOHN C. GARAS
Notary Public, State of New York
Qualified in Queens County
My Commission Expires 7/19/94

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

} ss.

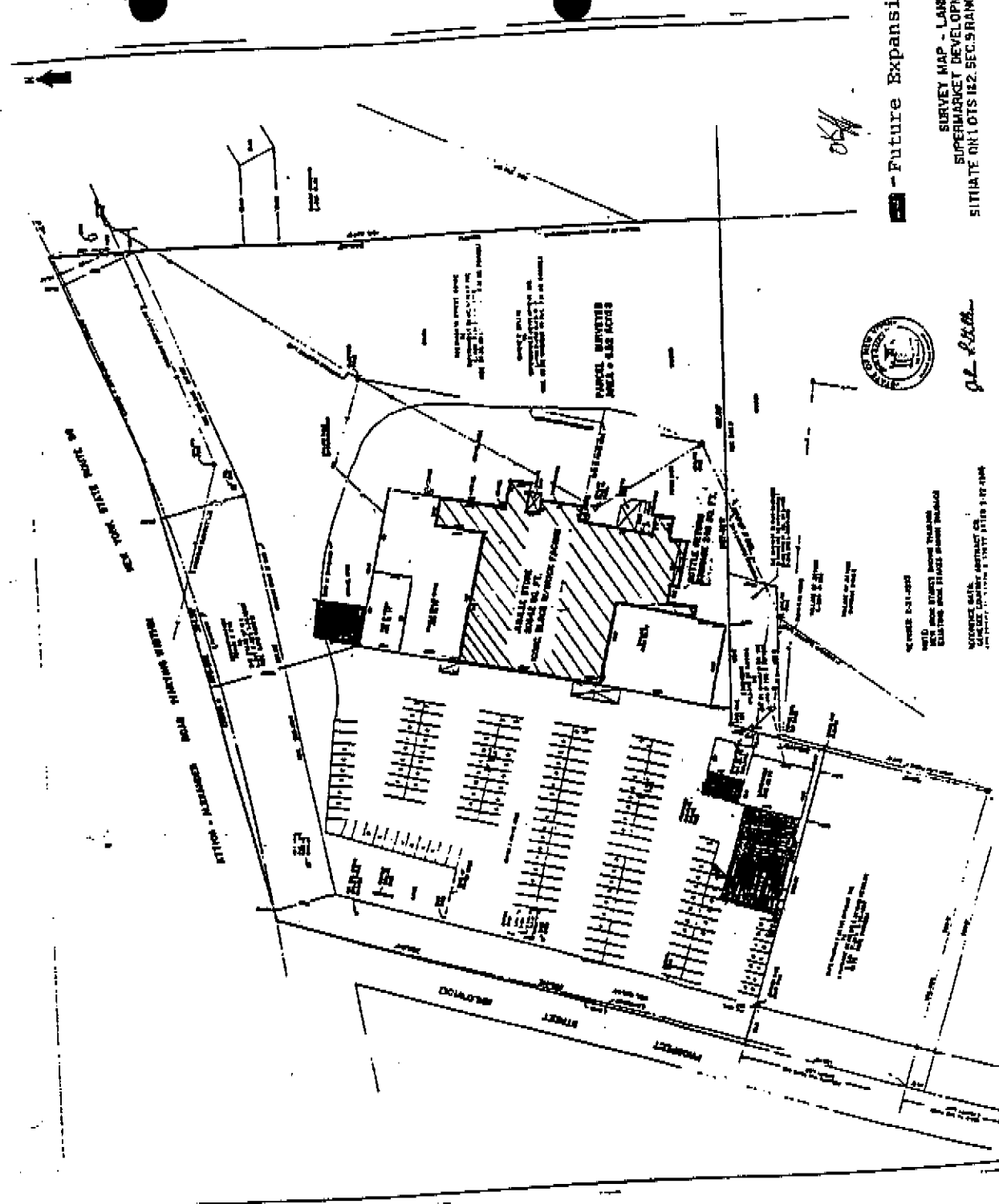
On this 25th day of March, 1993, before me, a notary public in and for said county, personally appeared William T. Bishop, to me personally known, who being by me duly sworn did say that he is President of Scrivner of New York, Inc., that the seal affixed to said instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said William T. Bishop acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

James D. Sturdevant
Notary Public

My Commission Expires:

(SEAL)

5/26/96
(working.mlm)attica.amd



- Future Expansion

SURVEY MAP - LAND OF
SUPERMARKET DEVELOPMENT, INC.
SITUATE ON LOTS 142, SEC. 9 RANGE 1, TOWNSHIP 1



of R.R.

RECORDED 5-11-2005
BY THE COUNTY CLERK
OF THE COUNTY OF
ILLINOIS
AT SPRINGFIELD
IN WITNESS WHEREOF
I HAVE HEREUNTO SET MY HAND
AND SEAL OF OFFICE
THIS 11TH DAY OF MAY 2005

RELEASE OF PORTION OF LEASED PREMISES

This Release shall govern the rights of the parties in the following described lease:

Lease: JL - CW, Inc. to S.M. Flickinger Co., Inc., dated March 9, 1973 and recorded in the Genesee County Clerk's Office on March 9, 1973 in Liber 423 of Deeds at page 378.

In consideration of One Dollar (\$1.00) to it paid, S.M. Flickinger Co., Inc. does hereby release from the above lease, quitclaim and convey to Supermarket Development, Inc., its successors and assigns, the premises described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate on Lot 1, Section 9, Range 2, Village of Attica, Town of Alexander, County of Genesee and State of New York bounded and described as follows:

Beginning on the centerline of Prospect Street in the Village of Attica, Town of Alexander, County of Genesee, State of New York, at a point that is N 18 - 11 E 625.4 feet from the intersection of the center of Prospect Street with the County Line between the Counties of Genesee and Wyoming and being the north corner of a 50 foot wide roadway heretofore conveyed to the Village of Attica by deed recorded in Liber 284 of Deeds at page 352. Said point of beginning being S 18 - 11 W, 532.4 feet from the intersection of the centerline of Prospect Street with the centerline of N.Y.S. Route 98; thence N 18 - 11 along the center of said street 136.76 feet; thence S 72-26 E, leaving said street 250.01 feet to the west line of land described in deed from Frank Ess to the Village of Attica in Liber 284 of Deeds at page 353, said last described line being parallel with and 5.0 feet south line of a concrete block building situate on land north of the parcel being described herewith; thence S 18 - 11 W, along the west line of the aforesaid Liber 284 of Deeds at page 353, a distance of 139.46 feet to the north line of the aforesaid 50 foot wide roadway; thence N 71 - 49 W, 250.0 feet to the point of beginning. Containing within said bounds 0.79 acres of land. Being and intending to described a portion of the land conveyed by Eugene F. Bellis to Supermarket Development, Inc. in Liber 489 of Deeds at page 178.

IN WITNESS WHEREOF, S.M. Flickinger Co., Inc. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized office this 20th day of May, 1987.

ATTEST:

[Signature]
Secretary
[SEAL]

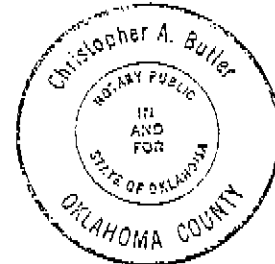
S.M. FLICKINGER CO., INC.
A New York Corporation

By: [Signature]
Jerry D. Metcalf President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 20th day of May, 1987, before me personally came Jerry D. Metcalf, to me personally known, who, being by me duly sworn, did depose and say that he resides at 1003 Irvine Court, Edmond, Oklahoma; that he is the President of the corporation described herein, and which executed the within Instrument that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Signature]
Notary Public My Commission Expires June 27, 1989



RELEASE OF PORTION
OF
LEASED PREMISES

S.M. FLICKINGER CO., INC.

TO

SUPERMARKET DEVELOPMENT, INC.

May 20, 1987

PAGE

OF



REGIONAL OFFICE/Flickinger Group

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Scrivner, Inc.
209 Dingers Street
Buffalo, New York 14206
Mailing Address:
P.O. Box 68
Buffalo, New York 14240
Phone: (716) 292-2900

August 28 1988

Supermarket Development, Inc.
Thruway Mall
2317 Harlem Road
Cheektowaga, New York 14225

RE: Supermarket Premises Located at Prospect and Route 98
Attica, New York (Attica Super Super No. 19)

Gentlemen:

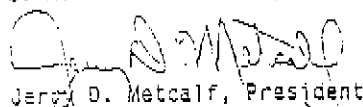
Pursuant to the terms and conditions of the Lease dated March 9, 1973, as amended on April 12, 1973 and February 22, 1979, between Supermarket Development, Inc., successor in interest to JL-CW, Inc. (as "Lessor") and S. M. Flickinger Co., Inc. (as "Lessee"), the undersigned hereby exercises its option for renewal of the Lease for a period of five (5) years, commencing on March 3, 1989.

This renewal term will be on the same terms and conditions as stated in the Lease.

Please acknowledge the exercise of this renewal option by signing and dating the enclosed copy of this letter in the space provided below and returning it to us in the enclosed envelope.

Very truly yours,

S. M. FLICKINGER CO., INC.


Jerry D. Metcalf, President

JDM/jlb

THE RENEWAL OF THE ABOVE-MENTIONED
LEASE IS HEREBY ACKNOWLEDGED:

SUPERMARKET DEVELOPMENT, INC.

PAGE 1 OF 2

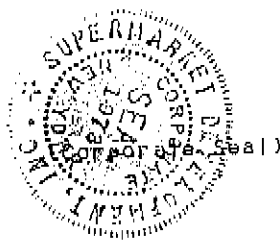
ASSIGNMENT OF LEASE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, EUGENE F. BELLIS, residing at 247 Sprucewood Terrace, Williamsville, New York (hereinafter the "Assignor"), hereby assigns to SUPERMARKET DEVELOPMENT INC., having its office at 570 Delaware Avenue, Buffalo, New York (hereinafter the "Assignee"), that certain lease between JL-CW, Inc. and S. M. Flickinger Co., Inc. dated March 9, 1973 (hereinafter the "Lease"), a Memorandum of which was recorded March 9, 1973 in the Genesee County Clerk's Office in Liber 423 of Deeds at Page 378, and all of Assignor's right, title and interest therein.

Assignor warrants and represents that the Lease is in full force and effect; has not been modified or amended, except so indicated hereby amendments dated February 22, 1979, and April 12, 1973, there have been no advance rentals paid thereunder; there are no unsatisfied claims against Assignor; and there are no defaults thereunder by any party.

By executing this Assignment of Lease Assignee accepts such Assignment and all duties and obligations of Assignor arising under and pursuant to the Lease from and after the date hereof.

IN WITNESS HEREOF, this Assignment of Lease has been duly executed by the parties hereto on this 26th day of February, 1985.



Eugene F. Bellis
Eugene F. Bellis

SUPERMARKET DEVELOPMENT, INC.

By: Nathan Benderson
Nathan Benderson

Its: Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this 26th day of February, 1985, before me came Eugene F. Bellis, to me known and known to me to be the individual described in

and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

David H. Baldauf

DAVID H. BALDAUF
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires March 30, 1985

STATE OF NEW YORK)

SS:

COUNTY OF ERIE)

On this 26th day of February, 1985, before me, the subscriber, personally appeared Nathan Benderson, to me personally known, who, being by me duly sworn, did depose and say that he resides at 104 Breezewood Common, Amherst, New York; that he is the President of Supermarket Development, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

David H. Baldauf

DAVID H. BALDAUF
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires March 30, 1985

State of New York) ss
County of Erie) 22nd
day of February
to 85 3:43 o'clock
P. M. on Liber 76
of Misc. Records

on page 457 and
unimpaired

James L. Ingram
Clerk

4049

26 Feb 22 1985

FILED
ERIE COUNTY CLERK

NOT. David H. Baldauf
Benderson Development Company
570 Delaware Ave.
Buff. NY 14202

ASSIGNMENT OF LEASE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, John L. Selstrom, having an office at 600 Hotel Jamestown Office Building, Jamestown, New York 14702 (hereinafter the "Assignor"), hereby assigns to Eugene F. Bellis, residing at 247 Brucewood Terrace, Williamsville, New York 14221 (hereinafter, the "Assignee"), that certain lease between JL-CW, Inc. and S. M. Flickinger, Inc. dated March 9, 1973 (hereinafter, the "Lease"), a Memorandum of which was recorded March 9, 1973 in the Genesee County Clerk's Office in Volume 423 of Deeds at Page 378, and all of Assignor's right, title and interest therein.

Assignor warrants and represents that the Lease is in full force and effect; has not been modified or amended, ^{Amendments dated Feb. 22, 1979 & Apr. 12, 1973,} except as so indicated hereby; there have been no advance rentals paid thereunder; there are no unsatisfied claims against Assignor; and there are no defaults thereunder by any party.

By executing this Assignment of Lease Assignee accepts such assignment and all duties and obligations of Assignor arising under and pursuant to the Lease from and after the date hereof.

IN WITNESS HEREOF, this Assignment of Lease has been duly executed

STATE OF NEW YORK)
 : SS.:
COUNTY OF CHAUTAUQUA)

On this 22nd day of February, 1979, before me personally came JOHN L. SELLSTROM to me known, who being by me duly sworn, did depose and say that he resides at Greenhurst, New York; that he is the person described in and which executed the foregoing instrument; that he did sign said instrument; that the signing of the same was his voluntary act and deed for the uses and purposes therein mentioned.

Madelyn C. Olson
Notary Public

MADELYN C. OLSON
Notary Public, New York State
Resident in New York State No. 82,720
Commission Expires March 30, 1980

STATE OF NEW YORK)
 : SS.:
COUNTY OF ERIE)

On this 22nd day of February, 1979, before me personally came JERRY D. METCALF to me known, who being by me duly sworn, did depose and say that he resides at Briar Hill Road, Orchard Park, New York; that he is the President of S. M. FLICKINGER CO., INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

William G. Olney
Notary Public

WILLIAM G. OLNEY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1979

SECOND LEASE AMENDMENT

THIS AGREEMENT made this 12th day of February, 1979, by and between JOHN L. SELLSTROM, with his principal office and place of business at 600 Hotel Jamestown Office Building, Jamestown, New York, hereinafter referred to as "Lessor" and S. M. FLICKINGER CO., INC., a New York corporation with its principal office and place of business at 45 Azalea Drive, Cheektowaga, New York, hereinafter referred to as "SMF".

W I T N E S S E T H :

WHEREAS, SMF, as Lessee, heretofore entered into a Lease Agreement dated March 9, 1973, as amended, with respect to premises located at Southeast Corner of Route 98 at Prospect Street, Attica, New York, which premises are owned by the Lessor;

WHEREAS, said Lease Agreement dated March 9, 1973, was amended on April 12, 1973; and

WHEREAS, the parties are desirous of further amending said Lease Agreement, as amended;

NOW, THEREFORE, the parties agree:

1. That paragraph 2 of said Lease Agreement is deleted in its entirety and in substitution thereof, the following new paragraph 2 is added:

"CONTIN-
GECY

2. Lessee shall pay to Lessor as additional rent all real estate taxes levied against the said premises and payable without penalty during the terms of this Lease. Excluding, however, any taxes that may be caused solely by the erection of any other additional building or buildings upon the premises owned by the Lessor. Lessor shall, no later than 90 days after the end of each calendar year which falls wholly or partly within the terms of this Lease or any extension or renewal thereof and not later than 90 days after the end of the term, furnish a statement, with

receipted tax bills attached, to Lessee showing the amount of additional rent owing to Lessor by Lessee which said additional rent shall be paid to Lessor by Lessee within 10 days after receipt of the aforesaid statement. If Lessor does not furnish said statement to Lessee for additional rent within 180 days after the close of the calendar year to which it relates or within 180 days after the end of the term, Lessor agrees that Lessee shall not be required to pay Lessor said additional rent for that year."

2. That paragraph 9(a) of said Lease Agreement is deleted in its entirety and in substitution thereof, the following new paragraph 9(a) is added:

*PLEASE
AGREEMENT
7/1/92 →*

"USE 9(a) Lessee may use the premises for the conduct of a Super Market and the sale of groceries, meats, poultry, sea-food, dairy products, fruits, vegetables, baked goods, health and beauty supplies, variety store merchandise, hardware, and kindred lines of merchandise commonly sold in super markets, which may include a pharmaceutical *P*rescription department, or for any other lawful business purpose or purposes including, but not limited to, a gas station, car wash, and laundry. Notwithstanding anything to the contrary contained in this lease, the Lessee shall not be obligated to open, to conduct or remain open for the conduct of any business in the demised premises."

3. That paragraph 27 of said Lease Agreement is deleted in its entirety and in substitution thereof, the following new paragraph 27 is added:

"OPTIONS 27. Lessee shall have the right to renew this lease for two consecutive additional terms of five (5) years each upon the same rent, terms and conditions as herein specified by giving to the Lessor, with respect to the first of said two additional terms, written notice to that effect at least six (6) months prior to the expiration of the initial term and by giving to the Lessor, with respect to the second of said additional terms, written notice to that effect at least six (6) months prior to the expiration of the first of said additional terms."

4. That all other terms and conditions of the Lease dated March 9, 1973, as amended on April 12, 1973, shall remain in full force and effect, except as herein modified.

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

[Signature]

S. M. FLICKINGER CO., INC. (Lessee)

By *[Signature]*

NOTICE OF ASSIGNMENT

TO: S.M. FLICKINGER CO., INC., Lessee, and
BANKERS TRUST OF JAMESTOWN, Mortgagee,

PLEASE TAKE NOTICE, that JL-CW, INC., Assignor herein,
has sold and assigned to JOHN L. SELLSTROM the following property:

"Premises situated on the corner of Route 98,
at Prospect Street in the Village of Attica,
Town of Alexander, County of Genesee and State
of New York, together with the buildings there-
on, appurtenances, and a Lease Agreement dated
the 9th day of March, 1973, and a mortgage dated
the 8th day of March, 1973."

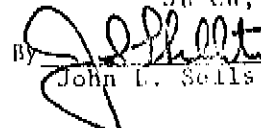
The mailing address of the above named Assignee is as
follows:

John L. Sellstrom
Lombardo, Sellstrom & Burgett
600 Hotel Jamestown Office Building
Jamestown, New York 14701

This Notice of Assignment shall be effective until
further notice to you. You are hereby directed to make all future
payments on the Lease Agreement described above to the Assignee
at the above designated mailing address in the amounts and on the
dates set forth in the original Lease Agreement between the under-
signed and yourself.

Dated: April 24, 1973.

JL-CW, INC.

BY 
John L. Sellstrom, President

Shu.

LEASE AMENDMENT

THIS AGREEMENT made this /2th day of April, 1973, by and between JL-CW, INC., a New York corporation with its principal office and place of business at 600 Hotel Jamestown Office Building, Jamestown, New York, hereinafter referred to as "Lessor" and S.M.FLICKINGER CO., INC., a New York corporation with its principal office and place of business at 45 Azalea Drive, Cheektowaga, New York, hereinafter referred to as "SMF".

W I T N E S S E T H:

WHEREAS, SMF, as Lessee, heretofore entered into a Lease Agreement dated March 9, 1973, as amended, with respect to premises located at Southeast Corner of Route 98 at Prospect Street, Attica, New York, which premises are owned by the Lessor; and

WHEREAS, the parties are desirous of amending said Lease Agreement;

NOW, THEREFORE, the parties agree:

1. That paragraph 4 of said Lease Agreement is deleted in its entirety and in substitution thereof, the following new paragraph 4 is added:

"FIRE INSURANCE

4. During the entire lease term, or any renewals thereof, the Lessee shall keep the leased premises insured, at Lessee's sole cost and expense, for fire and extended coverage insurance, including vandalism and malicious mischief, on an 80% co-insurance replacement cost basis. Lessee shall provide and deliver to the Lessor and any mortgagee certificates of insurance certifying that such insurance is in full force and effect. Such policies shall name the Lessor and the Lessee as named insureds.

2. That all other terms and conditions of the Lease dated March 9, 1973, shall remain in full force and effect, except as herein modified.

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



S.M. FLICKINGER CO., INC., (Lessee)

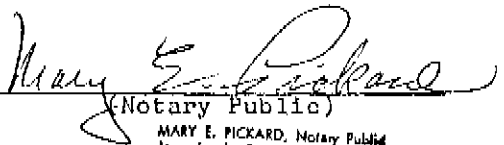
By *C. R. Baker*
President

JL-CW, INC. (Lessor)

By *J. L. CW*
President

STATE OF NEW YORK)
 : SS.:
COUNTY OF CHAUTAUQUA)

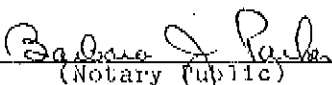
On this 12 day of April, 1973, before me personally came JOHN L. SELLSTROM to me known, who being by me duly sworn, did depose and say that he resides at Greenhurst, New York; that he is the President of JL-CW, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.


(Notary Public)

MARY E. PICKARD, Notary Public
In and for the State of New York
Residing in Chautauque County No. 3075050
My Commission Expires March 30, 1975

STATE OF NEW YORK)
 : SS.:
COUNTY OF ERIE)

On this 12th day of April, 1973, before me personally came CLARENCE R. BAKER to me known, who being by me duly sworn, did depose and say that he resides at 339 Maple Road, East Aurora, New York; that he is the President of S. M. FLICKINGER CO., INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.


(Notary Public)

BARBARA J. PARKER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1975

LEASE

THIS AGREEMENT OF LEASE made and entered into at
this 9th day of March 1973, by and between

JL-CW, Inc.,

of 660 Hotel Jamestown Office Building, Jamestown, New York 14701
hereinafter collectively referred to as "LESSOR" and S. M. Flickinger Co., Inc.,
45 Azalea Drive, Buffalo, New York, 14227, a New York Corporation, hereinafter
referred to as "LESSEE".

WITNESSETH

The Lessor, for and in consideration of the payment of the rental as
hereinafter provided and the performance of the covenants and agreements
hereinafter set forth to be kept and performed by Lessee, does hereby demise,

let and lease unto Lessee a portion of the following described premises:

All that tract or parcel of land, situate on Lots 1 and 2, Section 9, Township 11,
Range 2 of the Holland Land Company, Village of Attica, Town of Alexander, County
of Genesee and State of New York bounded and described as follows:
BEGINNING at a point in the center line of Prospect Street at a distance of 625.4
feet north 18°11' east of the intersection of said center line of Prospect Street
with the county line between the Counties of Wyoming and Genesee, said point being
the north corner of a 50 foot wide roadway conveyed to the Village of Attica by
deed recorded in the Genesee County Clerk's Office in Liber 284 at page 353; running
thence north 18°11' east along the center line of Prospect Street a distance of 532.4
feet to the center line of the pavement on the Attica-Alexander State Highway; thence
on the curve of said pavement center line with an equivalent chord of north 78°56'
east of a length of 394.2 feet; thence continuing on the curve of said pavement center
line with an equivalent chord of north 70°10' east a length of 183 feet to the east
corporation line of the Village of Attica; thence south along the east corporation
line of the Village of Attica a distance of 544.4 feet; thence north 87°52' west along
the north line of the first parcel of lands conveyed by Frank J. Ess to the Village
of Attica by a deed recorded in the Genesee County Clerk's Office in Liber 284 at
page 353 a distance of 417.4 feet to the northwest corner of said first parcel of
lands so conveyed by said deed recorded in Liber 284 at page 353; thence south 18°11'
west along the west line of said lands so conveyed by said deed recorded in Liber
284 at page 353 a distance of 217 feet to the north boundary line of the 50 foot wide
roadway conveyed by said Frank J. Ess to the Village of Attica; thence north 71°49'
west a distance of 250.0 feet to the point of beginning.

EXCEPTING therefrom that portion of the above described premises lying within the
bounds of Prospect Street.

AND ALSO EXCEPTING therefrom that portion of the above described premises conveyed by
Frank J. Ess to the State of New York by deed recorded on March 13, 1947 in the Genesee
County Clerk's Office in Liber 297 at page 235; ~~(Said parcel containing 8.65 acres)~~

IN CONSIDERATION of the said demise and the covenants and agreements
hereinafter expressed, it is covenanted and agreed as follows between Lessor
and Lessee:

**together with a 31,812 square foot Super Dupar supermarket, a 2,170 square foot
Laundromat and dry cleaning storeroom, an 840 square foot Car Wash and Gasoline
Station located thereon as shown on attached plot plan.

of this Lease at the rate of \$51,615.00 per year, payable in equal monthly installments of \$4,301.25, each in advance, beginning on the first day of the first calendar month of the leasehold term. This annual rent is computed at the rate of approx.\$1.51 per square foot of floor space in the premises, (supermarket & laundromat & dry cleaning buildings) as described in the plans and specifications approved by the parties. In the event the floor space is increased, the annual rent shall be adjusted accordingly.

CONTIN-
ENCY

2. ~~Lessee shall pay to Lessor as additional rent all real estate taxes~~ levied against the said premises and payable without penalty during the terms of this Lease. Excluding, however, any taxes that may be caused solely by the erection of any other additional building or buildings upon the premises owned by the Lessor. Lessor shall, no later than 90 days after the end of each calendar year which falls wholly or partly within the terms of this Lease or any extension or renewal thereof and not later than 90 days after the end of the term, furnish a statement, with receipted tax bills attached, to Lessee showing the amount of additional rent owing to Lessor by Lessee which said additional rent shall be paid to Lessor by Lessee within 30 days after receipt of the aforesaid statement. If Lessor does not furnish said statement to Lessee for additional rent within 180 days after the close of the calendar year to which it relates or within 180 days after the end of the term, Lessor agrees that Lessee shall not be required to pay Lessor said ~~additional rent for that year.~~

ADDITIONAL
CONTINGEN-
CES

3. This Lease is contingent upon Lessor securing clear title to the land and obtaining satisfactory financing.

FIRE
INSURANCE

4. ~~Lessor, during the entire lease term shall maintain and pay for fire~~ and extended coverage insurance covering the leased premises on an eighty (80) per cent co-insurance basis. Lessee will pay to Lessor, as additional rent, the cost of such insurance; however, the amount the Lessee pays shall be based on an amount not to exceed insurance coverage of over 80% of full replacement cost of ~~the building.~~

Lessor shall have all insurance policies issued to him or for his own account upon the leased property or any part thereof so written, that in the event of any loss by Fire, Extended Coverage, Vandalism or Malicious Mischief the insurance company shall have no recourse by subrogation against the Lessee.

LEASE
YEAR

5. The term "Lease Year" as used herein shall mean each twelve month

period beginning with the first day of the leasehold term. The first "Lease Year" shall include all "Gross Sales" made prior to the beginning of the leasehold term.

6. The term "Gross Sales" as used in this lease shall be interpreted to mean the aggregate of all cash, checks and payments received by the Lessee from the retail sale of goods, wares, merchandise, or services to the public made upon or from the demised premises, after deducting all refunds, allowances and credits made to customers in connection with merchandise sold by or returned to Lessee. Sales taxes and excise taxes collected from customers shall not be included for the purpose of calculating "Gross Sales". The amount of any license or occupational tax or any other tax paid by Lessee and measured by the sales or receipts from sales made by Lessee shall be deducted. The return or transfer of merchandise from one of Lessee's stores to another shall not be construed as retail sales nor shall any sum be paid to Lessor on such merchandise returned or transferred.

3 AND
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~~7. Lessee shall keep and maintain books of account in accordance with good and acceptable accounting practice of its business at the demised premises which shall disclose all "Gross Sales", as hereinbefore defined. Such records shall be open to the inspection of Lessor, or Lessor's representatives at all reasonable business hours for the purpose of determining the additional rental, if any, payable hereunder, but no more than one such inspection shall be made each year.~~

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~~8. The Lessee shall furnish at least once a year a statement of its operations at the demised premises in such form as to disclose all "Gross Sales" during the period covered hereby and shall have said statements verified by its proper fiscal officer. Lessor, at Lessor's expense, each year may have an audit of Lessee's records taken and made by a Certified Public Accountant, to verify "Gross Sales" as above defined made by Lessee at the demised premises during said year.~~

9. (a) ~~Lessee shall use the premises for the conduct of a supermarket and~~

delete copy from 12/22/99
the sale of groceries, meats, poultry, seafood, dairy products, fruits, vegetables, delicatessen products, flowers, self-service laundry, dry cleaning, car wash, gas station baked goods, health and beauty supplies and kindred lines of merchandise commonly sold in supermarkets, which may include a pharmaceutical prescription department.

9. (b) Lessee shall be permitted to install a con. etc "On Premise Bakery" within the confines of his supermarket. Lessee shall be permitted to operate said bakery any time of day or night as may be most convenient to Lessee in order that baked goods may be ready for sale during all hours that the supermarket is open for business.

9. (c) Lessor, without Lessee's written consent, shall not grant any lease for a store ~~in excess of~~ _____ square feet in said shopping center or on any of Lessor's real estate located within 500 yards of the demised premises which permits a Lessee under said lease to sell or offer delicatessen products, flowers, self-service laundry, drycleaning, car wash, gas station, for sale groceries, meats, poultry, seafood, dairy products, fruits, vegetables or baked goods.

3

10. To have and to hold the demised premises unto Lessee for a term of *March 9, 1971*
sixteen (16) years which shall commence on ~~March 9, 1971~~

~~day of the month following the date that the storeroom is completed and ready for occupancy, or on the first day of the month following the date the first retail sale is made by Lessee from the premises, whichever is sooner, and said term shall end sixteen (16) years thereafter, provided that if said storeroom is completed and ready for occupancy after November 1st then the term shall commence on March 1st of the following year, or the first day of the month following the date the first retail sale is made by Lessee from premises, whichever is sooner.~~
The Lessee shall have the right to enter the demised premises prior to the commencement of the term of this Lease for the purpose of installing equipment for, and placing, stock in, the demised premises.

KING

11. (a) Lessee and Lessee's agents, employees, invitees, guests, patrons and licensees shall have the right to use the automobile parking area generally adjacent to the demised premises, provided, however, that such right shall be subject to the co-existent rights of Lessor and the other operators of business places in Lessor's drive-in shopping center and their agents, employees, invitees, guests, patrons and licensees so to use said parking area; Lessee shall arrange and maintain said parking lot and in no event shall the space therein be reduced to an area less than five (5) times the aggregate of the floor area of the business places in Lessor's said shopping center; Lessee shall maintain all service driveways adjoining the building in

LM 03/20/93

which the demised premises are located in a proper state of repair, and hereby grants to the Lessee, its agents, employees, licensees and invitees the right to use said driveways for the purpose of making deliveries and picking up deliveries at the demised premises. See Rider 1 & 2.

~~11. (b) Lessor shall provide flood lights for the entire parking area adjoining the demised premises in accordance with the plans and specifications herinafter described, all of which lights shall be available for use by Lessee.~~

~~11. (c) Lessee agrees, subject to strikes or other conditions beyond its control, to keep the store herein leased open for business daily opening not later than and remaining open for business to at least , unless otherwise prohibited by law or local ordinance.~~

11. (d) The Lessor agrees that it will not reduce, substitute, change or in any way alter the location or size of the parking area as shown by the plans heretofore exhibited to Lessee without the written consent and approval of Lessee.

~~11. (e) It is also understood and agreed that if the shopping center is not completed as a unit, the parking area shall be equal to times the floor space of the built-up portion of shopping center until the shopping center is completed.~~

PROPOSED
AMENDMENT
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~~12. Lessor reserves the right to erect additional buildings on the above described premises but in no event shall the parking area be reduced to less than five (5) times the aggregate floor space of all buildings erected on the demised premises.~~

INSTRUC-
TION

~~13. Lessor agrees that it will complete the construction of the building on or before in accordance with plans and specifications prepared by dated and approved in writing by Lessor and Lessee and Plot Plan dated prepared by~~

SIGN-
ATURE

14. It is further agreed by and between the parties that the Lessee shall not assign this lease without the written consent of Lessor which consent will not be unreasonably refused by Lessor, except that the Lessee shall have the

right without prior consent of Lessor, to assign this lease or sub-let the premises hereby demised to the Lessee for any part or all of the term demised herein, but such right shall be limited only to the assignment or sub-lease to persons, firms or corporations which shall be the Lessee's local "Owner-Operators" self-service laundry, dry cleaning, car wash, gasoline station for the conduct and operation of a supermarket and bakery upon the premises, and to reassign or re-sublet said premises from time-to-time to other or successor "Owner-Operators"; and in the event that default be made by said assignees or sub-lessees of said premises in the payment of rent or in the performance of the covenants of the within lease on the part of the Lessee to be performed, the Lessee does hereby promise and agree to pay unto the Lessor, its successors or assigns such sum or sums of money as may be sufficient to make up such deficiency provided, however, that the Lessee shall be given twenty (20) days prior written notice. The making of any such assignment or sub-lease by the Lessee shall not operate to relieve the Lessee of any of its obligations under this lease.

LIABILITIES
GLASS

15. Lessee agrees to pay for all public utilities and services rendered or furnished to the demised premises during the term hereof including water, gas and electricity and to maintain the glass portion of the demised premises, properly replace any breakage and fully save Lessor harmless from any loss, cost or damage resulting from such breakage or the replacement thereof.

PERSONAL
PROPERTY

16. Lessor shall not be liable to Lessee or those claiming under Lessee for any damage done to or loss of personal property located in the premises or damage or loss suffered by the business or occupation of Lessee arising from the bursting of water pipes, overflowing or leaking of water, sewer or other pipes or from the heating or plumbing fixtures or from the electric wiring or from gas or odors or from any other cause whatsoever, except as may result from and be caused by the negligence of Lessor or its agents or employees.

LIABILITY

17. Lessee agrees to hold Lessor harmless from any loss, cost or damage with respect to any injury or damage claimed to the person or property by any person, firm, or corporation as a result of Lessee's use, misuse, occupancy, possession or unoccupancy of the demised premises and Lessee agrees, at Lessee's own expense, to place and maintain public liability insurance with respect to

the use and occupancy of said premises, with limits of not less than

\$100,000 for injuries to one person and

\$300,000 for injuries to two or more persons and

\$ 25,000 for injuries to property, occurring upon the

demised premises. Lessor waives any and all right of recovery against Lessee, its directors, officers, agents and employees for loss or damage occurring to the premises during the term of this lease and the period of Lessee's occupancy, to the extent Lessor is reimbursed for such loss or damage by insurance proceeds.

THE

18. Lessee agrees that the demised premises will be used and occupied in a careful, safe and proper manner and that Lessee will not permit waste therein.

PER-
LONG

19. Lessee will not make any alterations or additions affecting structural portions of the demised premises, except by and with the written consent of the Lessor, which consent shall not be unreasonably withheld. All such alterations and additions affecting structural portions of said premises shall remain for the benefit of Lessor unless otherwise provided in said written consent and Lessee further agrees in the event of making such alterations as herein provided, to indemnify and save harmless of Lessor of any expenses, liens, claims, or damages to persons or property on the demised premises arising out of or resulting from the undertaking or making of said alterations or additions.

LESSOR'S
REPAIRS

~~20. Lessor shall keep and maintain the roof and all other exterior portions of said building and store-room (exclusive of doors and windows) in good condition and repair during the term of this lease or any renewal thereof. It shall also be Lessor's obligation to make all necessary repairs to the sidewalks about said premises and to the parking area. Lessor further shall make all structural repairs to the interior of said storeroom and building required because of structural defects or faults.~~

LESSEE'S
REPAIRS

21. Lessee shall make all necessary repairs to the demised premises during the term of this lease or any renewal thereof and Lessee agrees to make such repairs as are reasonably necessary or advisable.

~~the event any action of the demised premises - the building in which the demised premises are situated, shall be damaged through the fault or neglect of Lessee, Lessee shall promptly and properly repair such damage even though it involves roof, exterior or structural repairs.~~

RENDER

USES

22. The demised premises shall be delivered and surrendered to Lessor at the expiration of the term of this lease or any renewal thereof or at any other termination of this lease, in as good condition and repair as the same shall be at the commencement of said term, natural wear and decay and loss by fire or the elements or other acts of God or resulting from invasion, riot or civil commotion or occurring through the normal operation of Lessee's business and other acts or losses which are not the fault of Lessee, only excepted.

RECTION

23. Lessee agrees to permit Lessor or Lessor's representatives to inspect or examine the demised premises at any reasonable time and to permit Lessor to make such repairs to the building of which the demised premises are a part as Lessor may determine necessary for its safety or preservation and which Lessee has not covenanted herein to do. ~~Lessee shall not be~~

NS

24. Lessee may at Lessee's own risk place and erect standard Red & White - Market Basket
RAW Supermarket - Lucky Dollar/or Super Duper signs and insignias in standard authorized size and colors on the roof and exterior walls of the buildings as well as laundry, dry cleaning, car wash, and gasoline signs, provided Lessee shall maintain said signs in a good state of repair and save Lessor harmless for any loss, cost or damage as a result of such erection, maintenance or removal of same and shall repair any damage which may have been caused by the erection, maintenance or removal of such signs.

Lessee may, at its own expense, erect and maintain other signs including Free Standing Pylons upon obtaining Lessor's written consent, which shall not be unreasonably withheld.

DE

XTURES

25. On the expiration of the term of this lease or any renewal thereof, Lessee shall have the right to remove from the demised premises all furniture, fixtures, equipment, counters, shelves, signs and all other property installed or used therein by Lessee irrespective of how such property may be attached to the premises but Lessee shall be required to repair any damage caused by the removal of such equipment.

TEXT

Lessor covenants and agrees that if he shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during said term have peaceable and quiet enjoyment and possession of said premises without any manner of hindrance from Lessor or any person or persons claiming through Lessor.

DIS
REV

date
11/2/77

~~27. Lessee shall have the right to renew this lease for two consecutive~~
additional terms of five (5) years each upon the same terms and conditions as herein specified, except for rent hereinafter provided for, by giving to the Lessor, with respect to the first of said two additional terms, written notice to that effect at least six (6) months prior to the expiration of the initial term and by giving to the Lessor, with respect to the second of said additional terms, written notice to that effect at least six (6) months prior to the expiration of the first of said additional terms. The rent for such renewal terms shall be at the rate of \$51,615.00 per year, payable in equal monthly installments of \$4,301.25 each in advance, beginning the first day of the first calendar month of the leasehold term. This annual rent is computed at the rate of approx. \$1.51 (supermarket & laundromat & dry cleaning buildings) per square foot of floor space in the premises, as described in the plans and specifications approved by the parties.

28. (a) In case the building on said premises shall be so destroyed or injured by fire or otherwise so as to become untenable, then this lease shall become temporarily terminated and the Lessor shall rebuild the same with reasonable speed, but during such period as the property is not tenable, the Lessee shall not be obliged to pay any rent therefor, but shall pay up to the time of the destruction or injury of said premises and after restoration to a tenable condition. In the event that said premises shall be partially destroyed by fire or otherwise but shall not be rendered untenable, the Lessor shall cause said premises to be repaired with all convenient speed and the rent for the period required for repairs shall be reduced in proportion to the reduction, if any, in "Gross Sales" for the period required for repairs, based upon the corresponding period of the preceding year or an equal period of time immediately preceding the injury to the premises, whichever is lesser.

or repaired within six (6) months from the date of the destruction, then either party may terminate this lease by giving to the other a written notice to that effect within sixty (60) days after such destruction. If such rebuilding or repairing is not completed within six (6) months from the date of such destruction, the Lessee may terminate this lease by giving the Lessor written notice to that effect within fifteen (15) days after the expiration of said six (6) months period. If such destruction, however, shall occur within the last three (3) years of the initial term of this lease, and if it will take more than six (6) months to reasonably rebuild or repair the premises, Lessor shall not be obligated to restore said premises unless Lessee shall have exercised one of the renewal options set forth in Paragraph 27 hereof.

FAULTS

29. In the event of the happening of any of the following:

(a) A rental payment or any part thereof, shall at any time be in arrears and unpaid for a period of 30 days, or if

(b) Lessee shall fail to keep and perform any of the covenants, agreements, or conditions of this lease on Lessee's part to be kept or performed after thirty (30) days notice in writing thereof has been delivered to Lessee, and such default shall not have been cured within said thirty (30) days, or if

(c) Lessee shall make an assignment for the benefit of creditors, or if

(d) The interest of Lessee in the demised premises shall be sold under execution or other regular process, or if

(e) Lessee shall be adjudged a bankrupt, or if

(f) A receiver shall be appointed for Lessee by any Court, Lessor may, at Lessor's election at any time thereafter while such condition exists, give fifteen (15) days notice to the Lessee of its intention to cancel and terminate this Lease; and if such default or condition is not corrected or remedied within that period, this Lease and the rights of Lessee thereunder shall cease and terminate and Lessor may enter upon said premises and again have, repossess and enjoy same as if this Lease had not been made; without prejudice, however, to Lessor's rights of action for breach of covenant against the Lessee. In the event of any such default and entry by Lessor, Lessor may re-let said premises for the remainder of said term for the highest rent

obtainable and may recover from Lessee any deficiency between the amount so obtained and the rent herebefore reserved. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment or otherwise, shall be equivalent in each respect to actual entry by Lessor.

AGREES

30. This Lease shall be subject and subordinate to any Mortgage or Mortgages now on the demised premises, or hereafter placed on said premises by Lessor for the purpose of securing funds for the construction of said building and will be subject and subordinate to all advances already made or that may hereafter be made on account of such mortgages to the full extent of the principal sums thereby secured and interest thereon. Provided, however, that so long as Lessee is not in default under the terms of this Lease, its possession of the demised premises shall not be disturbed.

TERMINATES

31. In the event all or a portion of the demised premises (exclusive of sidewalks and parking areas) so long as said parking area is not reduced to less than three times the aggregate of the floor area of the business places in said shopping center) shall be taken in condemnation proceedings, Lessee may, at Lessor's option at any time within thirty (30) days following notice of such proceedings, terminate this Lease by written notice to that effect given to Lessor. If Lessee does not so terminate this Lease, Lessor shall restore the remaining portion of the demised premises to a tenantable condition with all reasonable speed and shall complete such restoration within ninety (90) days from the date upon which the portion of the demised premises was taken in condemnation proceedings and a proportionate rental allowance shall be made to Lessee corresponding to the time during which and to the premises of which Lessee shall be so deprived on account of such condemnation proceedings and the making of such restoration. Lessee's right hereinbefore set forth shall be deemed to constitute full compensation to Lessor for damages sustained by Lessee as a result of such condemnation.

REVERSES

32. Any failure of Lessor to enforce its rights or seek remedies upon any default of Lessee hereunder shall not prejudice or affect the rights or remedies of Lessor in the event of a subsequent default. An assignment for the benefit of creditors of Lessee by an operation of law shall not be effective to transfer or assign Lessee's interests herein without and unless Lessor shall first consent thereto in writing.

R I D E R

1. In the event the Lessor erects additional buildings on the demised premises:

A. Lessee will have the right in common with other tenants in the plaza to use all driveways, service driveways and automobile parking areas; and

B. Lessor shall pay for cleaning, snow removal, striping and restriping, resurfacing and lighting of the parking lot, driveways and service driveways of premises and shall pro-rate this cost to the respective tenants on a basis of square foot of occupancy to the total square feet of floor area in said plaza. Such charges shall be reasonable and a statement showing the total expense and the apportionment and assessment thereof shall be rendered monthly by Lessor. The Lessee agrees to pay its proportionate share of such expense promptly upon receipt of such statement. And, further,

C. Lessor shall grant no leases for additional buildings in the plaza without the written consent of Lessee, which consent shall not be unreasonably withheld.

2. In the event Lessor purchases additional land for the purpose of expanding said plaza:

A. Lessee will have the right in common with other tenants in the plaza to use all driveways, service driveways and automobile parking areas; and

B. Lessor shall pay for cleaning, snow removal, striping and restriping, resurfacing and lighting of the parking lot, driveways, service driveways of premises and shall pro-rate this cost to the respective tenants on a basis of square foot of occupancy to the total square feet of floor area in said plaza. Such charges shall be reasonable and a statement showing the total expense and the apportionment and assessment thereof shall be rendered monthly by Lessor. The Lessee agrees to pay its proportionate share of such expense promptly upon receipt of such statement.

ET

33. This Lease and its terms and conditions shall inure to the benefit of Lessor, Lessor's heirs and devisees and Lessee, its successors and assigns, limited, however, by the provisions herein expressed to the contrary.

EE

34. All notice required hereunder shall be in writing and shall be mailed by Registered Mail, Certified Mail, Return Receipt Requested, addressed to Lessor and Lessee, as follows or to such other address as may be from time-to-time designated by a party hereto to the other.

EE

35.

~~Join in the execution of this lease for the release of their contingent rights of dower to the extent required to give full protection to Lessee under the terms, conditions and covenants hereof.~~

IN WITNESS WHEREOF the parties have executed these presents in duplicate on the day and year first above written.

SIGNED AND ACKNOWLEDGED IN
THE PRESENCE OF:

R.P. Bernhardt

(Witnesses as to signatures
of Lessors)

JL-CW, INC.

By: [Signature]
LESSOR

LESSOR

LESSOR

LESSOR

R.P. Bernhardt

(Witnesses as to signatures
of Lessee)

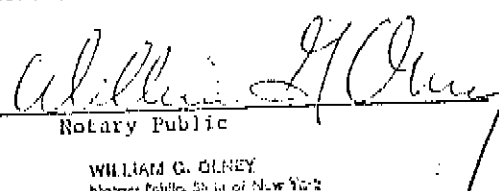
S. M. ELICKINGER CO., INC. LESSEE

By: [Signature]

COUNTY OF ERIE

On this 9th day of March 19 73, before me
 subscriber, a Notary Public, in and for said County, personally came the above
 named John L. Sellstrom
 the President of JL - CW, Inc.
 the corporation which executed the foregoing instrument as Lessor, who
 acknowledged that he did sign said instrument as President
 duly authorized by the corporation, and that the signing of the same was his
 voluntary act and deed for and as the act and deed of said Corporation, for the
 uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
 official seal the day and year first aforesaid.


 Notary Public


WILLIAM G. OLNEY
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires March 26, 1975

STATE OF NEW YORK

COUNTY OF ERIE

On this 9th day of March 19 73, before me
 subscriber, a Notary Public, in and for said County, personally came the above
 named Clarence R. Baker
 the President of S. M. Flickinger Co., Inc.
 the corporation which executed the foregoing instrument as Lessee, who
 acknowledged that he did sign said instrument as President
 duly authorized by the corporation, and that the signing of the same was his
 voluntary act and deed for and as the act and deed of said Corporation, for the
 uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
 official seal the day and year first aforesaid.


 Notary Public

WILLIAM G. OLNEY
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires March 26, 1975