433294 NET LEASE REVOL 461 PAGE 416 RECORDED

(FREE-STANDING STORE)

THIS INDENTURE OF LEASE, made and entered into this 18th day of December, 1977, by and between Sy Taxman & Associates, Inc., an Illinois corporation, hereinafter referred to as "Lessor", and National Super Markets, Inc., a Michigan corporation, hereinafter referred to as "Lessee".

W I T N E S S E T H:

ARTICLE 1. PREMISES.

Section 1.1. Leased Premises. The Lessor, having full authority and title to make this Lease and the agreements hereinafter set forth, and in consideration of the rents herein agreed to be paid and of the covenants and agreements agreed to herein by the respective parties hereto, demises and leases to Lessee and Lessee hereby leases from Lessor the premises and property located at the east side of Main Street between Charles St. and Koepp Street, in the City of Rice Lake and State of Wisconsin. The demised premises include a store building to be constructed by Lessor having the approximate dimensions of 175 feet by 136 feet (containing approximately 22,554* square feet) and a properly paved, lighted, well-drained and striped parking area or areas, together with driveways and curb cuts as shown on the attached plot plan, allowing for the parking of not less than one hundred eight (108) automobiles, which improvements are to be constructed by the Lessor at its own expense. The demised premises, including the store building and parking area or areas, are shown on the approved Plot Plan attached hereto and made a part hereof as Exhibit "A", and is legally described in Exhibit "B" attached hereto and made a part hereof, which Lessor represents and warrants to be the legal description of the property shown on the plot plan and leased herein. *plus mezzanine of 1,238 square feet.

ARTICLE 2. TERM.

Section 2.1. Lease Term. The Lease term shall commence on the first day after payment of the sum of no more than $1,200,000 (plus or minus prorations) is made by Lessor or Lessor's permanent mortgagee in connection with the financing of the construction contemplated herein, and ending on the last day of the 240th calendar month thereafter, unless extended as provided in Section 2.3. Within thirty (30) days after commencement of the Lease Term, the parties shall execute a certificate setting forth the commencement and ending dates of the Lease Term. Lessee shall not be required to accept the Leased Premises until the completion thereof, including the parking areas and driveways. Notwithstanding the aforesaid, Lessee shall not be obligated to initially open its store herein between November 15th and January 15th of any year and if said store is not initially opened during said period, Lessee shall not be obligated to pay rent during said period until said store is open for business, but Lessee is hereby granted permission to install fixtures in said store during said period.

Section 2.2. Lease Year. The term "Lease Year" shall mean a period of twelve (12) consecutive months. The first Lease Year shall begin on the date of beginning of the Lease Term if such date occurs on the first day of a month; if not, then on the first day of the first month succeeding the beginning of the Lease Term. Subsequent Lease Years shall run consecutively, each beginning on the first day succeeding the completion of the previous Lease Year.

Section 2.3. Automatic Extension Periods. The Lessor and the Lessee agree that the term of this Lease shall be automatically extended for six (6) consecutive periods of five (5) years each on and after the completion of the original term but otherwise upon the same terms and provisions as in the original term of this Lease; provided, however, that Lessee shall have the right and privilege of cancelling this Lease at the end of the original term or at the end of any extended period upon Lessee's giving to Lessor at least ninety (90) days notice of such cancellation prior thereto and thereupon all succeeding extensions shall be inoperative and of no force and effect.

ARTICLE 3. RENT.

Section 3.1. Annual Rent. Lessee shall pay to Lessor as Annual Rent the sum of One Hundred Twenty-three Thousand Two Hundred Dollars ($123,200.00), payable in twelve (12) equal monthly installments of Ten Thousand Two Hundred Sixty-six & 66/100---------- ($10,266.66), each. Rent is to be calculated in accordance with Article 2, Rider attached hereto.

Section 3.2. Rent Payee. Rental as stipulated above shall be paid in advance monthly by checks made payable to Sy Taxman & Associates, Inc. and mailed to 2340 Des Plaines Avenue, Suite 411 Des Plaines, IL 60018 , until Lessee is otherwise notified in writing by Lessor at least ten (10) days prior to the rent payment date on which the change in payee is to be effective.

Section 3.3. Net Rent. It is the understanding and agreement of the parties hereto that the rent payable hereunder shall be absolutely net to the Lessor, obligating the Lessee to bear all expenses and Lessee hereby assumes and shall perform all the duties and obligations with relation to the demised premises, the improvements thereof and the appurtenances thereto, and the use, maintenance and operation thereof, even though such duties and obligations could otherwise be construed to be those of the Lessor, so that no matter from what source arising, if anything shall be ordered or required to be done or paid by lawful authority in and upon or about the demised premises with respect thereto, or the improvements thereon or appurtenances thereto, all shall be done, paid and fulfilled at the sole expense and responsibility of Lessee, without any expense, liability or obligation whatsoever to Lessor.

ARTICLE 4. TITLE AND POSSESSION.

Section 4.1. Lessee acknowledges that Lessee is the Lessor's immediate predecessor in title to the demised premises and Lessee has leased the demised premises after a full and complete examination thereof, as well as to the title thereto and its present uses and non-uses, and Lessee accepts the same without any representation or warranty, express or implied by fact or by law, by Lessor and without recourse to Lessor, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the leased premises or any part thereof may be put. Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the demised premises throughout the term of this lease or any renewal thereof, Lessee hereby assuming the full and sole responsibility for the conditions, operation, repair, replacement, maintenance and management of the entire demised premises.

Section 4.2. Title. Subject to the provisions contained in Section 4.1., Lessor covenants and warrants to Lessee that Lessor has the right and authority to make this Lease with a term aforesaid and will provide Lessee with evidence thereof prior to the time possession of the demised premises is tendered to Lessee.

Section 4.3. Possession. Subject to the provisions contained in Section 4.1., Lessor agrees that it will put Lessee into complete and exclusive possession of the demised premises and that if the Lessee shall pay the rental and perform all the covenants, that provisions of this Lease to be performed by the Lessee, the Lessee shall, during the term demised, and any extended periods thereof, freely, peaceably, and quietly occupy the full possession of the premises hereby leased and the tenements, hereditaments and appurtenances thereunto belonging and the rights and privileges herein granted without molestation or hindrance, lawful or otherwise.

Section 4.4. Nuisances. This Lease is made upon the express warranty and condition that the Lessor shall not permit any premises owned or controlled by it in the vicinity of the demised premises, to be used in such manner as to produce undue noise, create obnoxious fumes or odors or to constitute a nuisance or otherwise cause interference with Lessee's use and enjoyment of Lessee's store.

ARTICLE 5. HEAT AND UTILITIES.

Section 5.1. Heat and Utilities. The Lessee agrees to heat the demised premises and to pay the charges for all utilities, water and fuel used by it in the demised premises.

ARTICLE 6. IMPROVEMENTS.

Section 6.1. Lessee agrees, on behalf of Lessor, to undertake the preparation of all plans and specifications for the construction of the store building, approximately 22,554 square feet in size, service area, and parking lot, all in accordance with the applicable building codes and ordinances of the City of Rice Lake. The aforesiad plans and specifications shall be submitted to Lessor for its approval, which approval shall not be unreasonably withheld and the decision made within ten (10) days.

Upon the mutual approval of the plans and specifications, as aforesaid, the Lessee agrees to obtain the necessary bids or contracts and then to commence demolition of any existing buildings on the demised premises if applicable, ground preparation, and construction on behalf of Lessor of the store building, service area, and parking lot and to proceed with due diligence so that the construction is completed within eighteen (18) months after the start of construction. The dates for beginning and completing construction shall be deferred for the period of any delay caused by reason of strikes, riots, civil commotions, acts of God, fire or other casualty, governmental regulations or other causes beyond the reasonable control of the Lessee. The term "commence construction" means the incorporating into the building of $50,000 of materials which are to be an integral and permanent part of said buildin i.e. pouring of footings or other foundations and beginning construction of walls.

After the bids or contracts for construction are obtained by Lessee, as aforesaid, and prior to the commencement of the construction of the store building, the Lessee shall notify the Lessor of the estimated cost of demolition, ground preparation and the construction of the store building, service areas, and parking lot, and funds equal to the amount needed for the aforesaid work, but to a maximum of $ 1,200,000.00, shall thereupon either be placed in an escrow account by the Lessor, or shall be committed in a form acceptable to Lessee within sixty (60) days. It is further agreed that the aforesaid funds shall be released by the Lessor from time to time as the construction work progresses upon demand by Lessee provided, however, that Lessee shall concurrently with such demand furnish Lessor with a proper Lessee's or architect's certificate, accompanied by proper releases and waivers stating that th work is satisfactory and acceptable.

Section 6.2. Lessee . Warranty. Lessee repres .ts and warrants that the demised premises will be well built, properly constructed and structurally safe and sound, that the demised premises will be delivered in a water-tight condition, suitable and fit.

Section 6.3. Guarantees. Lessor hereby agrees to assign to Lessee all guarantees and warranties received by it from the General Contractors, all Subcontractors and Materialmen arising out of the construction of the store premises and agrees that it will obtain all the warranties and guarantees customarily furnished to owners on new construction of similar buildings.

Section 6.4. Fixtures and Equipment. All store fixtures, machinery and equipment (not paid for by Lessor) owned and used by Lessee in the demised premises shall at all times be and remain the property of the Lessee without regard to the means by which they are installed in or attached to the demised premises or by whom or when installed, and the Lessee shall have the right to remove same from said premises, whether attached or unattached.

Section 6.5. Installation of Fixtures and Equipment. Lessee shall have the right, during the period of construction, to place and install its fixtures, equipment, signs and merchandise in the demised premises without charge; provided, however, that such installation does not unreasonably interfere with such construction. Such placement and installation shall not be construed as an acceptance of the premises or an acceptance of possession of same, and Lessee shall have the right to remove any such items so placed or installed.

ARTICLE 7. MAINTENANCE OF PREMISES

Section 7.1. Maintenance of Premises. Lessee further agrees, as its expense to keep both the interior and exterior, including structural repairs of the demised premises in good repair and in a clean and wholesome condition and to at all times fully comply with all health and police regulations in force and also to make, at its own expense, all additions, improvements, alterations and repairs on the demised premises and on and to the appurtenances and equipment thereof required by any lawful authorities or which may be made necessary by the act or neglect of any other person or corporation (public or private) and to keep Lessor harmless and indemnified at all times against any loss, damage, cost or expense by reason of the failure so to do in any respect or by reason of any accident, loss or damage resulting to persons, or property, from any use which may be made of said premises or of any improvements at any time situated thereon or by reason of or growing out of any act or thing done or omitted to be done upon said premises or in any building at any time situated thereon./

Section 7.2. Alterations. The Lessee may at any time remodel, alter or enlarge any portion of the herein demised premises providing such remodeling, alteration or enlargement is necessitated by or in furtherance of Lessee's business purposes. All structural remodeling, alteration or enlargement shall remain for the benefit of the Lessor.

ARTICLE 8. USE AND SUBLET.

Section 8.1. Use. The Lessee may use the demised premises for any lawful purpose and agrees to comply with all lawful requirements of the local Health Board, Police, and Fire Department and Municipal, State and Federal authorities respecting the manner in which it uses the leased premises.

Section 8.2. Subletting and Assigning. Lessee may assign or sublet the whole or any part of the within described premises for any lawful purpose at any time during the term of this lease or any extensions thereof; provided, however, that Lessee shall at all times remain responsible for the payment of rents and performance of all conditions of this Lease.

ARTICLE 9. SURRENDER OF LEASED PREMISES

Section 9.1. Surrender. At expiration of said term, Lessee will quit and surrender the premises hereby demised in good condition, reasonable wear and tear incident to Lessee's business excepted and also damage by a casualty which is covered by insurance provided by the Lessee pursuant t Section 12.1 and which casualty occurs during the last year of the term of this Lease, excepted.

Section 9.2. Holding Over. Except as provided in Section 2.3., should the Lessee hold over in possession at the expiration of the original term or any extended term of this Lease, such holding over shall not be deemed to extend the term or renew this Lease, but the tenancy thereafter shall continue on a month to month term upon the covenants and conditions herein set forth at the monthly rate or rental in effect for the last month of the term or last extended period until terminated by either party by notice to the other party designating the date of termination, which notice shall be given thirty (30) days or more before such date.

ARTICLE 10. NON-COMPETITION.

Section 10.1. Exclusive. The Lessor agrees, in consideration of the rental herein agreed to be paid and as an inducement to Lessee to enter into this Lease, that from and after the date hereof and as long as the demised premises are occupied by Lessee, its sublessee, or their successors and assigns, as a retail food store or supermarket, that neither Lessor, nor his heirs or legal representatives, or its beneficiaries or their heirs or legal representatives if Lessor is a Trust, or its subsidiaries, affiliates, successors, officers, directors or principal stockholders if Lessor is a corporation, or their assigns, or any entity in which they or any of them now have or hereafter may have a substantial interest will use, lease, license, or permit a sublease for or in any other way permit the use of any store of building on any property now or hereafter owned, leased, subleased, licensed or acquired by any of them within 5,000 feet from any perimeter of the premises described in Exhibit "B" for the purpose of a retail food store or supermarket, drugstore, liquor store, or for the sale of food or grocery items for consumption off the premises, (and that an appropriate restriction will be included in all conveyances, leases, subleases or assignments affecting property within the aforesaid "exclusive area"), except that the provisions of this article shall not apply to the sale of confectionery items where the sale of such items is incidental to, and does not constitute a substantial part of, the main business of the seller.

Section 10.2. Remedies. If this Agreement shall be breached or shall be threatended to be breached, the Lessee shall be entitled to injunctive relief or any other appropriate remedy at law or in equity whether provided by statute or otherwise as the Lessee may elect and, without limiting the generality of the aforementioned remedies, the Lessee shall be entitled, without liability or forfeiture of the term of this Lease or any extension thereof, to withhold payment of rentals accruing during any period from the date of any such breach until the same shall be cured, in which event the total amount of rental so withheld shall be retained by the Lessee as liquidated damages for any such breach and not as a penalty therefore; it being mutually agreed that the Lessee will sustain damage from any such breach, the amount of which damage is impossible to ascertain even approximately. Any remedies conferred upon the Lessee shall not be exclusive of any other remedy, and each and every such remedy shall be cumulative. This covenant shall run with the land.

ARTICLE 11. DEFAULTS.

Section 11.1. Payment of Rent. It is agreed that if Lessee shall at any time be in default in the payment of rents and should said default continue for thirty (30) days it shall be lawful for Lessor to reenter the demised premises and again hire and enjoy the same, and Lessor shall have such other remedies as are now or hereafter provided by law.

Section 11.2. Other Defaults by Lessee. If there is a default in the performance of any other covenant incumbent upon Lessee to be performed hereunder, other than the failure to pay rent, and such default be not cured within thirty (30) days after notice in writing by registered mail from Lessor to Lessee to cure such default, Lessor may, but shall not be obligated so to do, cure such breach for the account of Lessee. Lessee shall reimburse Lessor for any monies expended by Lessor in curing Lessee's default on the first day of the month following Lessor's demand upon Lessee for such reimbursement. Monies expended by Lessor under the provisions of this paragraph shall bear interest at a rate of eight percent (8%) per annum from the date such monies were paid by Lessor to the date of Lessee's reimbursement of Lessor therefor. Lessor's right to cure a default by Lessee shall not become effective if within the thirty (30) day period Lessee commences to cure the default and shall thereafter diligently perform such things as may be necessary to cure its default.

ARTICLE 12. FIRE INSURANCE.

Section 12.1. Fire Insurance. Lessee shall, commencing with the date it opens for business, and at all times thereafter during the term of this lease and the extension of renewals thereof, at its expense, keep in effect for the mutual benefit of Lessor and Lessee, insurance on the building and improvements on the demised premises against loss by fire with extended coverage the risks covered by what is commonly known as fire, extended coverage, malicious mischief and vandalism in an amount equal to the full replacement value. At the request of Lessor, a mortgage clause may be included in said insurance policies covering Lessor's mortgage. Said policies shall provide that the same may not be cancelled or altered except on ten (10) days prior written notice to Lessor and to mortgagee. The original or certificate of such policies shall be deposited with Lessor who may deposit the same with its mortgagee.

Section 12.2. Proceeds. Any proceeds under any insurance policy shall be held by Lessee and Lessor's first mortgagee as a trust fund and applied and discursed by them towards the repair, restoration and rebuilding of the demised premises as hereinafter provided and for no other purpose. The aforesaid trust fund shall be deposited in an interest bearing account selected by Lessee and approved by the mortgagee which approval shall not be unreasonably withheld. In the event that the insurance proceeds are insufficient to complete the restoration of the building the interest shall be used for that purpose, otherwise it shall be the property of the Lessee. Disbursements shall be made from time to time as the work progresses in accordance with Section 12.4. The Lessor shall use its best efforts to require that any mortgage to which this Lease is subordinate shall contain this provision.

Section 12.3. Release. Excepting for Lessee's obligation to restore and repair the property in accordance with the provisions contained in this Lease, each party does hereby release and discharge the other party, its agents, successors and assigns from any and all claims and damages whatsoever from any cause resulting from or arising out of any fire or casualty on the herein demised premises.

Section 12.4. Restoration. It is further agreed that should the demised premises or any portion thereof be damaged or destroyed by fire, casualty or other causes at any time or times during the demised term or any extension thereof, the Lessee will at its expense and cost start restoration within:

a) 120 days from the date of the occurance of such damage or destruction

and continue with due diligence, to repair, resotre and rebuild the demised premises (except store fixtures, equipment and personal property installed and owned by the Lessee) so that the same after such work of repairing, restoration or rebuilding has been completed

shall be substantially the same as prior to such damage, injury or destruction, but with such changes as may be required by or under any laws or regulations then in effect. If such damage or destruction causes the closing of Lessee's business in said premises, the rents and other charges herein reserved shall be abated from and after the date of such damage or destruction and until the building has been restored, repaired or rebuilt so that the Lessee shall be able to operate its business in the premises and Lessee shall have physical possession of the restored or rebuilt premises for a period of six (6) weeks or until Lessee shall be reopen for business, whichever occurs first, and any rental paid by the Lessee in advance shall be credited to Lessee towards future rent, or towards the proceeds of rental insurance as it is received by Lessor. If Lessee remains open for business after such fire or other casualty, Lessee shall pay to Lessor as monthly rental one percent (1%) of the total sales, regardless if said rentals shall be less than the guaranteed rental herein provided, until all repairs or restorations are completed, or until such time as the period covered by rental insurance expires, whichever occurs first. Anything herein to the contrary notwithstanding, if the demised premises are substantially damaged by fire, casualty or other causes within three (3)years of the expiration either of the original term of this Lease or of any extended term thereof and thereby rendered untenable, unless Lessee notifies the Lessor within 120 (120 days from the date of the occurance of said damage or destruction that it agrees to extend the term of this Lease for a minimum of five (5) years beyond the current expiration date, under the same terms and conditions as herein provided, then this Lease shall be automatically terminated as of the date when Lessor no longer receives the proceeds of the rental insurance (in which case the Lessee shall have a reasonable time to remove its salvageable equipment and merchandise); however, if such term is extended as aforesaid, such extension shall not affect the unused extension periods hereinbefore granted to Lessee under and as provided in the provisions of Section 2.3. of this Lease, and Lessor does, in such event, hereby grant to Lessee an additional five (5) year extension period which is to commence after the termination of, and under the same terms and conditions, as the last extension period granted to Lessee in Section 2.3. of this Lease.

Section 12.5. Rent Insurance. See Page 7a

Section 12.6. Lessee shall provide Lessor with certified certificates of all insurance policies which Lessor is required to maintain under Articles 12. and 16. of this Lease.

ARTICLE 13. CONDEMNATION.

Section 13.1. Condemnation. If in any condemnation proceedings or proposal it is agreed or ordered that the demised premises or any part thereof, or rights of way adjoining or approaches to the demised premises, or any part thereof, be condemned or taken for public use and such condemnation causes material interference with the conduct of Lessee's business or material loss of sales, then and in that event upon the taking of same for such public use, this Lease shall, at the option of the Lessee, upon Lessee's giving written notice thereof to Lessor within one year after said taking, terminate as of the date state in said notice, anything herein contained to the contrary notwithstandin in which event, however, the Lessee shall be paid by the Lessor the cost of any improvements, alterations, additions, or building which said Lessee may have made on, in, or to said leased premises, plus the value of its nonremoveable fixtures, signs, shelving, and equipment and leasehold improvements, less depreciation thereof as carried on books of Lessee, and for moving or relocation expenses. The Lessee shall have the burden of proving "material interference with the conduct of Lessee's business" or that it has suffered a "material loss of sales". Nothing herein contained shall preclude Lessee from intervening for Lessee's own interest in any such condemnation proceeding or negotiatior to claim or receive from the condemning authority any compensation to which Lessee may be lawfully entitled in such cases or proceedings in respect of property owned by Lessee or in which Lessee may have an interest. If such condemnation proceedings result in the taking of

Section 12.5. Rent Insurance. Lessee agrees at its expense to maintain loss of rent insurance for the same perils as insured against for the building and improvements. The amount of coverage shall be equal to twelve (12) months' rent.

any part of the demised premises or any part of the parking areas, but not sufficient thereof to cause material interference with the conduct of the Lessee's business, than an apportionment of the annual guaranteed rent based on that part taken and the part remaining shall be made, and such new rent based on this apportionment shall be paid for the balance of the term of the Lease any extended periods thereof. Lessor shall at its own expense, make all necessary repairs, alterations and reconstruction to the remaining portion of the demised premises so that they are in substantially the same condition as before such taking and to put them in good and sufficient condition for Lessee's use. Said apportionment shall be fixed, apportioned and based on the guaranteed rent then annually payable under this lease.

Section 13.2. Disputes. Any disagreement, dispute, controversies or differences arising out of or relating to the interpretation of this Article 13 of this Lease which cannot be settled by mutual consultation of the parties hereto, shall be submitted to arbitration under the then existing rules of the American Arbitration Association. The decision or award of the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. One-half of the expense of arbitration shall be paid by Lessor and one-half by Lessee.

ARTICLE 14. SUBORDINATION.

Section 14.1. Subordination. The Lessee does hereby agree, if requested by Lessor, to subordinate its interest in the demised premises to any first mortgage which now or hereafter may affect the fee title to the demised premises, providing Lessee assumes no additional legal or financial obligations thereby, and providing further that a separate subordination and non-disturbance agreement shall be entered into between such mortgagee and Lessee which shall provide that so long as Lessee pays rent to Lessor, its mortgagee or the purchaser at any foreclosure or sale, and is not in default, Lessee's possession of the demised premises and Lessee's rights and privileges under this Lease, or any extensions or renewals thereof as provided herein, shall not be diminished or interfered with and this Lease shall remain in full force and effect.

ARTICLE 15. LIABILITY INSURANCE.

Section 15.1. Liability Insurance. Lessee further agrees that it will at all times during the term hereof, carry and maintain, for the mutual benefit of Lessor and Lessee, general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the demised premises, or in, on or about the streets, sidewalks, or premises adjacent to the demised premises, such insurance to afford protection to the limit of not less than $500,000.00 in respect to each person, and to the limit of not less than $1,000,000.00 in respect to any one occurrence causing bodily injury or death, and to the limit of not less than $500,000.00 in respect to property damage. Lessee shall furnish Lessor with a duplicate certificate or certificates of such insurance policy of policies. All such insurance shall be procured from a responsibile insurance company or companies satisfactory to Lessor and authorized to do business in the state where the demised premises are located and may be obtained by Lessee by endorsement on its blanket insurance policies, provided the insurance company or companies are satisfactory to Lessor. All such policies shall provide that the same may not be cancelled or altered except upon ten (10) days prior written notice to Lessor.

Section 15.2. Self-Insurance. It is agreed however, that in lieu of the foregoing public liability and property damage insurance, National Tea Co. (the Guarantor hereunder) will guarantee that Lessee will self-insure the above risks. Lessee hereby agrees to defend and hold harmless Lessor in all public liability or property damage claims or suits, and Lessees will furnish Lessor a letter notifying Lessor that National Tea Company is insuring the

above risks. Lessee agrees that it will protect and save Lessor forever harmless and indemnified against any penalty or damage claimed or imposed for any violation of laws or ordinances, occasioned by the neglect of Lessee, its agents, servants and employees or those holding under Lessee or by the occupancy and business of Lessee, or sublessees of Lessee, and from all loss, cost, damage or expense arising out of failure of Lessee, in any respect to comply with and perform all of the requirements and provisions of this Lease.

ARTICLE 16. PERCENTAGE RENT.

Section 16.1. Percentage Rent. Lessee covenants and agrees to pay as additional rent a sum equal to one percent of the gross sales of food stuffs and merchandise over and in excess of $12,320,000 per year made by the Lessee upon the demised premises in each "Lease Year" of the term herein demised; such additional rent, if any, shall be payable within fifteen (15) days after the expiration of each lease year. "Lease Year", as used herein, means each twelve (12) consecutive months period, beginning with the first day of the term hereof and each yearly anniversary thereof. However, in no event shall such additional rents payable exceed the sum of $ 10,000.00 per year.

Section 16.2. Definition of Gross Sales. The term "gross sales" as hereinabove used shall include all gross cash revenue received from occupants of space in the demised premises and the aggregate of all sales of food stuffs and merchandise at the demised premises by the Lessee, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, cost to Lessee of trading stamps, bad debts, discounts and any and all credits of a similar nature. It is mutually agreed that the sum of money which Lessee is required to pay to any governmental body or agency by reason of any excise, use or sales tax, shall not be considered as part of the gross sales in said demised premises for the purpose of computing the additional rent.

Section 16.3. Statement and Records. The Lessee shall on or before the 45th day after the end of each "Lease Year" of the term herein demised, send to the Lessor a statement in writing, signed by an officer of the Lessee, which statement shall show gross sales in said premises by the Lessee during the term herein demised. The Lessee agrees to keep an accurate record of its sales in the demised premises, which record as well as all other accounts, books and papers referring to such sales, shall be available and open to inspection of Lessor, or his duly authorized representatives, at reasonable intervals and times. The Lessor agrees to treat all such records and reports as confidential.

ARTICLE 17. REAL ESTATE TAXES.

Section 17.1. Taxes and Other Impositions. Lessee agrees to pay when due all real estate taxes, assessments both general and special, sales, use and occupancy taxes, water rates, sewer charges, charges for public utilities, excises, levies, license and permit fees, general and special, ordinary and extraordinary, foreseen and unforeseen, and all other impositions which may be levied, assessed, confirmed or imposed upon or become liens on the demised premises or any part thereof the appurtenances thereto or the roadways adjacent thereto or for any use or occupancy of the demised premises, and such licenses and permits as may be appurtanent to the use of the demised premises which may accrue to become due and payable during the term of this lease and any extension thereof. Lessee shall have the right to offset or credit against any additional percentage rent for which it is obligated under the terms of this lease an amount equal to Lessee's contribution to the payment of insurance premiums, real estate taxes, and assessments, substitutions or supplemental taxes therefore. If at any time during the term hereof the methods of taxation prevailing at the commencement of the term hereof shall be altered or supplemented

so as to cause the whole or any part of the impositions as now levied, assessed or imposed on real estate and the improvements thereon, or on the rents, leases or occupancy thereof, in lieu or substitution or supplementation thereof, to be levied, assessed and imposed on the rents received therefrom, of ir any tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge, or any part thereof, in lieu of or substitution for or supplemental to the impositions now levied, assessed or imposed upon the real estate and the improvements thereon shall be measured by or be based in whole or in part upon the premises and shall be imposed upon Lessor, then all such taxes, assessments, levies, impositions, or charges, or the part thereof to the extent that they are so measured or based, shall be deemed to be included within the term impositions for the purposes hereof, to the extent that such impositions would be payable if the premises were the only property of Lessor subject to such impositions, and Lessee shall pay and discharge the same as herein provided in respect of the payment of impositions and for real estate taxes which were assessed during the same calendar year that the aforesaid percentage rent became due and payable. Lessor agrees to furnish Lessee with a copy of the receiptad tax bills.

Section 17.2. Prorations. An equitable adjustment shall be made with respect to the aforesaid real estate tax contribution in the first or last year of the term hereof in the event that the first or last year of the term shall not coincide with the tax year, and an equitable adjustment shall also be made in the event of any change in the method or system of taxation from that which is now applicable, including the dates and periods for which said taxes are levied, or otherwise.

Section 17.3. Protest. Lessee shall at any time have the right in Lessor's name to protest or seek a reduction of any tax assessment or levy or to institute a suit to recover any tax paid in Lessor's name. It is agreed that any savings effected and the cost of effecting said savings, shall be shared by Lessee and Lessor in proportion to the obligation of each party to contribute to said tax.

ARTICLE 18. GENERAL.

Section 18.1. Rider. Any Rider attached hereto signed or initialled by parties is hereby made a part of this Lease and shall have the same force and effect as though contained herein.

Section 18.2. Entire Agreement. This Lease and the Exhibits, and Rider, if any, set forth the entire agreement and understanding between Lessee and Lessor relating to the demised premises. Except as herein otherwise provided, no subsequent alteration, amendment, or addition to this Lease shall be binding unless reduced to writing and signed by Lessor and Lessee.

Section 18.3. Successors and Assigns. This Lease and every one of the terms and provisions thereof shall inure to the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, successors, and assigns.

Section 18.4. Notices. Whenever notice or demand shall be required to be given to the Lessee, it shall be deemed sufficient for that purpose to mail such notice or demand to the Lessee by registered mail addressed to:

National Super Markets, Inc.
1515 Excelsior Blvd.
Hopkins, MN 55343

or as Lessee may from time to time designate in writing and notice or demand given as aforesaid shall be sufficient service thereof. The date of service of such notice or demand shall be the data that

the same is deposited in the mail. Whenever notice or demand is to be given to or made on the Lessor, it shall be deemed sufficient for that purpose to mail such notice to the Lessor addressed to:

Sy Taxman & Associates, Inc.
2340 Des Plaines Avenue, Suite 411
Des Plaines, IL 60018

or as Lessor may from time to time designate in writing and notice or demand shall be the date that the same is deposited in the mail.

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

SY TAXMAN & ASSOCIATES, INC.

BY: _____
Lessor

ATTEST: _____

NATIONAL SUPER MARKETS, INC.

BY: _____
Lessee

ATTEST: _____

GUARANTY

The undersigned, The NATIONAL TEA CO., an Illinois corporation, in order to induce SY TAXMAN & ASSOCIATES INC. (the "Lessor") to enter into a lease with NATIONAL SUPERMARKET INC., a Michigan corporation (the "Lessee"), which lease is dated the 18th day of November, 1977, for the lease of property located on the east side of Main Street between Charles Street and Koepp Street in Rice Lake, Wisconsin, hereby guaranty to the Lessor the full, prompt, and unconditional payment when due of all the monetary obligations required by Lessee and the full, prompt and unconditional performance of every term, condition, obligation and undertaking of said Lease to be performed by the Lessee.

NATIONAL TEA CO.
An Illinois corporation

BY: _____

Vice President

ATTEST: _____

Secretary

RIDER to Lease dated the 18th day of November, 1977 Between SY TAXMAN & ASSOCIATES, INC., as Lessor, and NATIONAL SUPERMARKETS, INC., as Lessee, for premises located in Rice Lake, Wisconsin.

1. To the extent that the terms and conditions of this Rider are inconsistent with the terms and conditions of the Lease to which it is attached and made a part, the terms and conditions of this Rider shall prevail.

2. The annual rent herein reserved in based upon the estimated "total development cost" of $1,100,000. In the event that the total development cost is either higher or lower than the estimated amount, the annual rent will be adjusted either upward or downward, as the case may be, by multiplying the difference between the actual total development cost and the estimated cost by 11.2%. The product thereof will be added or subtracted from the stated annual rent in Section 3.1.

3. The "total development cost" is defined as base purchase price of the land or property defined by a legal description noted as Exhibit "B" plus all costs or fees associated with the property purchase legal and otherwise. "Total development cost" shall also include all brick and mortar construction costs for the building (including damolition), parking area, drives, signs, loading areas, landscaping and all other site improvements as called for by Lessee's plans and specifications as well as architect's fees, general contractor's fees, legal fees not to exceed $1,000.00, interim financing fees not to exceed one point, insurance premiums and builder's risk coverage, and building permit fees. "Total development costs" shall also include a brokerage commission fee not to exceed one point for interim and end loan financing.

4. Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on Lessor or persons, firms or entities who constitute Lessor with respect to any of the terms, covenants, conditions and provisions of this Lease, and Lessee

shall look solely to the interest of Lessor, its successors and assigns, in the premises for the satisfaction of each and every remedy of Lessee in the event of default by Lessor hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

5. The parties hereto understand and agree that the herein Lease is executed as a part of a sales and leaseback transaction. In the event that the sale is not concluded, then this lease shall be null and void.

SY TAXMAN & ASSOCIATES, INC.

By _____

NATIONAL SUPERMARKETS, INC.

By _____

Vice President

NEC Main and Koepp Street
Rice Lake, Wisconsin

LEGAL DESCRIPTION

Parcel 1: Lots 5 & 6, Block A, Hines Addition to the City of Rice Lake, together with the north half of that portion of the vacated alley adjoining said Lots 5 & 6 on the south.

Parcel 2: Lots 7 & 8, Block A, Hines Addition to the City of Rice Lake, together with:
a) the north half of that portion of the vacated alley adjoining said Lots 7 & 8 on the south;
b) the east half of the north 121.5 feet of the vacated north-south alley adjoining said Lot 8 on the west.

Parcel 3: Lots 16, 17, 18 & 19, Block A, Hines Addition to the City of Rice Lake, together with:
a) the south half of that portion of the vacated alley adjoining said Lots 16, 17, 18 & 19 on the north;
b) the east half of the south 121.5 feet of the vacated north-south alley adjoining said Lot 16 on the west.

Parcel 4: The west half of the vacated north-south alley adjoining Lots 9 thru 14, Block A, Hines Addition to the City of Rice Lake, on the east.

Parcel 5: Lots 9 through 15, Block "A", of Hines Addition to the City of Rice Lake.

RECEIVED FOR RECORD
11:45 A.M.
NOV 6 1978

REGISTER OF DEEDS
BARRON COUNTY, WIS.

EXHIBIT "B"

GUARANTY OF LEASE

GUARANTY OF LEASE, dated this 18th day of November, 1977, given by NATIONAL TEA CO., An Illinois Corporation, residing at, or having its principal place of business at Chicago, Illinois, "the Guarantor", given to SY TAXMAN & ASSOCIATES, INC. An Illinois Corporation residing at, or having its principal place of business at, Skokie, Illinois, "the Landlord".

WITNESSETH:

Whereas, simultaneously with the delivery of this Guaranty the Landlord is leasing to NATIONAL SUPERMARKETS, INC., A Michigan Corporation, "the Tenant", by an instrument bearing even date herewith, "the Lease", premises known as 331 South Main Street, Rice Lake, WI; and

Whereas, the Landlord is unwilling to enter into the Lease unless the Guarantor executes and delivers to the Landlord this Guaranty; and

Whereas, the execution and delivery hereof and the assumption of liability hereunder have been in all spects authorized and approved by proper corporate action on the part of the Guarantor, and the Guarantor has full authority and power to execute this Guaranty,

NOW, THEREFORE, in order to induce the Landlord to enter into the Lease, as aforesaid, and, further, in consideration of One Dollar ($1.00) paid by the Landlord to the Guarantor, receipt of which is hereby acknowledged, the Guarantor hereby covenants, guarantees and agrees as follows:

1. The Guarantor guarantees to Landlord performance of the obligation of the Tenant timely to perform and observe all of the terms, covenants, conditions, and agreements to be performed or observed by the Tenant, under the Lease throughout the term of the Lease, including any extension and/or renewal thereof.

2. Any modification of the Lease or waiver of the performance thereof, or the giving by the Landlord of any extension of time for the performance of any obligations of the Tenant, or any other forbearance on the part of the Landlord, or any failure by the Landlord to enforce any of its rights under the Lease shall not in any way release the Guarantor from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of the Tenant is so released, terminated, affected or diminshed, notice to the Guarantor of any such modification, waiver, extension, forbearance or failure or of any default by the Tenant under the terms thereof being hereby waived.

3. The Guarantor agrees that in the event the Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or similar relief under any present or future provision of the National Bankruptcy Act, or if such a petition filed by creditors of the Tenant shall be approved by a Court, or if the Tenant shall seek a juducial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal Court, and in any such proceeding the Lease shall be terminated or rejected, or the obligations of the Tenant thereunder shall be modified, the Guarantor agrees that it will immediately pay to the Landlord or its successors or assigns (a) an amount equal to all fixed, contingent and additional rent accrued to the date of such termination, rejection or modification, plus (b) an amount equal to the then cash value of the rent and additional rent which would have been payable under said lease for the unexpired portion of the term thereby demised,

less the then cash rental value of the leased premises for such unexpired portion of the term, together with interest on the amounts designated (a) and (b) above at 6 percent per annum from the date of such termination, rejection or modification to the date of payment. The Guarantor's obligation to make payment in accordance with the terms of this agreement shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute, or from the decision of any Court.

4. The Guarantor shall not be subrogated to any of the rights of the Landlord under the Lease or in or to the premises demised thereby, or to any other rights of the Landlord, by reason of any of the provisions of this instrument or by reason of the performance by the Guarantor of any of its obligations hereunder, and the Guarantor will look solely to the Tenant for recoupment.

5. This Guaranty shall bind the Guarantor and inure to the benefit of the Landlord and their respective successors and assigns.

NATIONAL TEA CO.,
An Illinois Corporation

BY:

_____

ATTEST:

_____

State of Illinois)
)ss.
County of Cook)

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____, Vice President and _____, Secretary, of National Tea Co., an Illinois Corporation, on behalf of the corporation.

_____

Notary Public, Cook County, IL
My commission expires: _____

COE, DALRYMPLE,
HEATHMAN & ARNOLD, S.C.

431586

VOL 458 PAGE 566

Lease

(SHORT FORM – FREE STANDING STORE)

RECORDED

PARTIES

This Indenture of Lease, made the 18th day of December, 19 77, by and between SY TAXMAN & ASSOCIATES, INC., an Illinois corporation, hereinafter called Lessor, and NATIONAL SUPER MARKETS, INC., a Michigan corporation, hereinafter called Lessee.

LOCATION AND PREMISES

Witnesseth: That the Lessor, having full authority to make the agreements hereinafter set forth, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, demises and leases to the Lessee, and Lessee leases from the Lessor, the premises located at East side of Main St. between Charles St. & Koepp St. in the City of Rice Lake, County of _____, and State of Wisconsin. The demised premises include a store building having ~~the approximate dimensions of _____ feet by _____ feet~~ (containing approximately 22,000 square feet) and a properly paved, well-drained, and striped parking area or areas of ~~not less than _____ (_____) square feet~~ allowing for the parking of approximately not less than (130) automobiles, which improvements are to be constructed by the Lessor at its own expense. The demised premises, including the store building and parking area or areas, are shown on the approved Plot Plan attached hereto and made a part hereof as Exhibit "A" and legally described in Exhibit "B" attached hereto and made a part hereof, which Lessor represents and warrants to be the legal description of the property shown on the Plot Plan.

TERM

To Have and to Hold for a term of approximately 20 years, said term to begin and end as is more specifically set forth in that certain Long Form Lease dated _____ by and between the parties hereto. Reference to said Long Form Lease is hereby made for the specific provisions relating to rentals and such other terms, conditions, agreements and covenants among which is the agreement of the Lessor that during such term or any extension thereof, as long as the demised premises are occupied by Lessee, its successors and assigns, or its sublessee, as a retail food store or supermarket, that neither Lessor, nor his heirs or legal representatives, or its beneficiaries or their heirs or legal representatives if Lessor is a Trust, or its subsidiaries, affilities, successors, officers, directors or principal stockholders if Lessor is a corporation, or their assigns, or any entity in which they or any of them now have or hereafter may have an interest, will use, lease, license, or permit a sublease for or in any other way permit the use of any store or building on any property now or hereafter owned, leased, subleased, licensed or acquired by any of them within 5,000 feet from any perimeter of the demised premises for the purpose of a retail food store or supermarket, drug store, liquor store, or for the sale of food items for consumption off the premises.

In the event of a conflict or discrepancy between the terms, conditions and provisions of such Long Form Lease and this Short Form Lease, the Long Form Lease shall prevail.

The purpose of this instrument is to give notice of the existence of the tenancy created hereby and by said lease, and of the existence of such lease which, together with this instrument, constitutes the agreement between the parties hereto.

AUTOMATIC EXTENSIONS

The Lessor and the Lessee agree that the term of this lease shall automatically extend for six periods of five years each on and after the completion of the original term upon the same terms and conditions as in the original term of this Lease; provided, however, that Lessee shall have the right and privilege of cancelling this lease at the end of the original term or at the end of any extended period upon Lessee's giving to Lessor at least ninety (90) days notice of such cancellation prior thereto and thereupon all succeeding extensions shall be inoperative and of no force and effect.

IN WITNESS WHEREOF, said Lessor and Lessee have duly executed and have affixed their signatures and seals to this lease on the day and year first above written.

NATIONAL SUPER MARKETS, INC.

By _____
First President

Attest: _____
Secy LESSEE

SY TAXMAN & ASSOCIATES, I

By _____
President

Attest: _____
LESSOR

COUNTY OF Cook

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

IN WITNESS WHEREOF, I have set my hand and official seal on this the 4th day of November, 1977.

My Commission expires Sept. 30, 1980 Verda Schanz
Notary Public

STATE OF Illinois

COUNTY OF Cook

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said County and State, personally came and appeared Marvin E. Cross and Bennett O. Burman to me known, who declared and acknowledged to me, Notary that they are the Vice President and ..... Secretary of National Supermarkets, Inc., an Michigan Corporation, that as such duly authorized officers, by and with the authority of the Board of Directors of said corporation, have signed and executed and foregoing instrument as the free and voluntary act and deed of said corporation, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and official seal on this the 21st day of November, 1977.

My Commission expires March 29, 1980 Mary C. Faber
Notary Public

STATE OF .....

COUNTY OF .....

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

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

My Commission expires ....
Notary Public

NEC Main and Koepp Street
Rice Lake, Wisconsin
LEGAL DESCRIPTION

Parcel 1: Lots 5 & 6, Block A, Hines Addition to the City of Rice Lake, together with the north half of that portion of the vacated alley adjoining said Lots 5 & 6 on the south.

Parcel 2: Lots 7 & 8, Block A, Hines Addition to the City of Rice Lake, together with:
a) the north half of that portion of the vacated alley adjoining said Lots 7 & 8 on the south;
b) the east half of the north 121.5 feet of the vacated north-south alley adjoining said Lot 8 on the west.

Parcel 3: Lots 16, 17, 18 & 19, Block A, Hines Addition to the City of Rice Lake, together with:
a) the south half of that portion of the vacated alley adjoining said Lots 16, 17, 18 & 19 on the north;
b) the east half of the south 121.5 feet of the vacated north-south alley adjoining said Lot 16 on the west.

Parcel 4: The west half of the vacated north-south alley adjoining Lots 9 thru 14, Block A, Hines Addition to the City of Rice Lake, on the east.

Parcel 5: Lots 9 through 15, Block "A", of Hines Addition to the City of Rice Lake.

RECEIVED FOR RECORD
3:45 P.M.
AUG 29 1978

REGISTER OF DEEDS
BARRON COUNTY, WIS.

EXHIBIT "B"

433293 EVOL 461 PAGE 414

SECOND AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement, made and entered into this 15th day of August, 1978, by and between CEL-TAX RICE LAKE, a Wisconsin Limited Partnership, herein called the "Lessor", and NATIONAL SUPERMARKETS INC., a Michigan Corporation, herein called the "Lessee."

WITNESSETH:

WHEREAS, Sy Taxman and Associates, Inc., an Illinois Corporation, has heretofor entered into a Lease Agreement dated November 18, 1977, with National Supermarkets Inc., a Michigan Corporation, wherein the Lessor agreed to lease certain property on the East side of Main Street between Charles Street and Koepp Street in the City of Rice Lake, Barron County, Wisconsin; and

WHEREAS, that Lease Agreement was Amended by a rider attached to the Lease, between the same parties, dated the 18th day of November, 1977; and

WHEREAS, Sy Taxman and Associates Inc., an Illinois Corporation, the Lessor in the original Lease Agreement has transferred and assigned its interest in the Lease Agreement to Cel-Tax Rice Lake, a Wisconsin Limited Partnership, and Cel-Tax Rice Lake has succeeded to all of the rights and obligations of the Lessor, under said Lease Agreement; and

WHEREAS, the parties desire to further amend the said Lease Agreement, and earlier amendment.

NOW, WHEREAS, in consideration of the mutual promises and agreements herein contained, it is hereby agreed by the parties hereto that the Lease Agreement and Lease Rider described herein and dated November 18, 1977, be and it is hereby modified and amended as follows:

1. Artile 7, Section 7.2 is amended to read as follows:

"Alterations. The Lessee may at any time remodel, alter or enlarge any portion of the herein demised premises providing such remodeling, alteration, or enlargement is necessitated by, or in furtherance of, Lessee's business purpose. Prior written consent of the Lessor, which consent shall not be unreasonably withheld or unduly delayed, is required where such remodeling, alteration, and enlargement would:

(a) ~~diminish~~ the structural soundness of the building;
(b) decrease the value of the building;
(c) decrease the useable square footage of the building, or;
(d) make the building of less generalized utility.

All structural remodeling, alteration, or enlargement shall remain in for the benefit of the Lessor."

2. Article 12, Section 12.3 is amended to read as follows:

"Release. Excepting for Lessee's obligation to restore and repair the property in accordance with the provisions contained in this Lease, each party does hereby release and discharge the other party, its agents, successors and assigns from any and all claims and damages whatsoever from any cause resulting from or arising out of any fire or casualty on the herein demised premises, provided that such release shall be effective only so long as it does not render any insurance policy on the demised premises unenforceable."

3. Article 13, Section 13.1 is hereby amended by the addition of the following paragraph at the end of that Section:

"Anything herein to the contrary notwithstanding, if in any condemnation proceeding or proposal it is agreed or ordered that a part only of the leased premises be condemned for public use, the burden of proving that such taking is sufficient to cause material interference with the conduct of the Lessee's business or material loss of sales shall be on the Lessee."

"Anything in Article 13 to the contrary notwithstanding, the first mortgagee on the demised premises shall be entitled to receive that portion of any condemnation award necessary to reduce the mortgage balance to an amount which is adequately secured by the value of the mortgaged premises in accordance with legal requirements and the lending policies of the first mortgagee."

he reasonable
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4. Article 12, Section 12.1 is hereby amened by addition of the following paragraph at the end of said Section:

"The policy providing insurance against loss by fire, with extended coverage, and coverage for malicious mischief and vandalism shall be in an amount of at least $630,000.00 with an 80 percent coinsurance clause."

5. Article 3, Section 3.1 of the said Lease Agreement and Paragraph 2 of the Lease Rider are hereby amended by the addition of the following paragraph at the end of each:

"Anything herein to the contrary notwithstanding, the annual rent for the demised premises shall not be less than $123,200.00."

6. All other provisions of the Lease Agreement and the Lease Rider, not in conflict with the terms of this Amendment, are hereby ratified, confirmed and approved.

In witness whereof, the parties have executed this Amendment on the day and year first above written.

CEL-TAX RICE LAKE, a Wisconsin Limited Partnership, by:

Seymour Taxman, General Partner - Lessor

RECEIVED FOR RECORD
11:45 A.M
NOV 6 1978

REGISTER OF DEEDS
BARRON COUNTY, WIS.

NATIONAL SUPERMARKETS INC, by:

President - Lessee

Secretary - Lessee

631.209
77.4

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made this ..... day of ....., 19.78....,

by CEL-TAX RICE LAKE, A Wisconsin Limited Partnership
(herein called "the Assignor"), to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation having its principal office at 1285 Avenue of the Americas, New York, New York, 10019,

(herein called "the Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, transfers, and assigns to the Assignee, its successors and assigns all of the right, title and interest of the Assignor in and to that certain Lease or those certain Leases, with modifications, if any, described in Schedule A hereof, covering premises (herein called "the premises") briefly described as:

Land and Building at 331 South Main Street, Rice Lake, WI 54868

together with any extensions of any thereof and any guarantees of the lessee's obligations under any thereof (each of said Leases, together with all such guarantees, modifications and extensions, being hereinafter referred to as "the Lease"),

For the purpose of securing (a) payment of all sums now or at any time hereafter due the Assignee and secured by a certain mortgage or deed of trust made by the Assignor to, or to a trustee for, the Assignee dated August ....., 19.78...., and recorded or to be recorded at or prior to the recording of this Assignment, or by any other mortgage or deed of trust in favor of the Assignee hereafter affecting the premises (each of such mortgages or deeds of trust being hereafter referred to as "the Mortgage"); and (b) performance and discharge of each obligation, covenant and agreement of the Assignor contained herein or in the Mortgage or any note or bond secured thereby.

THE ASSIGNEE AGREES that:

A. So long as there shall exist no default by the Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation of the Assignor herein or in the Mortgage or any other instrument securing said indebtedness, the Assignor shall have the right to collect, but not more than 30 days prior to accrual, all rents, issues and profits from the premises and to retain, use and enjoy the same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage without the recording of another Mortgage in favor of the Assignee affecting the premises, this Assignment shall become and be void and of no effect.

THE ASSIGNOR AGREES, JOINTLY AND SEVERALLY IF THERE BE MORE THAN ONE ASSIGNOR, WITH RESPECT TO EACH LEASE that:

1. The Assignor will: fulfill or perform each and every condition and covenant of the Lease by Lessor to be fulfilled or performed; give prompt notice to the Assignee of any notice of default by the Assignor under the Lease received by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, enforce, short of termination of the Lease, the performance or observance of each and every covenant and condition of the Lease by the Lessee to be performed or observed; not modify nor in any way alter the terms of the Lease; not terminate the term of the Lease nor accept a surrender thereof unless required to do so by the terms of the Lease; not anticipate the rents thereunder for more than 30 days prior to accrual; and not waive nor release the Lessee from any obligations or conditions by the Lessee to be performed.

2. The rights assigned hereunder include all the Assignor's right and power to modify the Lease or to terminate the term or to accept a surrender thereof or to waive, or release the Lessee from, the performance or observance by the Lessee of any obligation or condition thereof or to anticipate rents thereunder for more than 30 days prior to accrual.

3. At the Assignor's sole cost and expense, the Assignor will appear in and defend any action growing out of or in any manner connected with the Lease or the obligations or liabilities of the Lessor, Lessee or any guarantor thereunder, and the Assignee, if made a party to any such action, may employ counsel and incur and pay necessary costs and expenses and reasonable attorneys' fees, and all such sums, with interest at the rate applicable from and after maturity under the note or bond secured by the Mortgage, shall immediately be due from the Assignor and secured hereby.

4. Should the Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on the Assignor and without releasing the Assignor from any obligation herein, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of the Assignee and performing any obligation of the Lessor in the Lease contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and the Assignor will pay immediately upon demand all sums expended by the Assignee under the authority hereof,

together with interest thereon at the rate applicable from and after maturity under the note or bond secured by the Mortgage, and the same shall be added to said indebtedness and shall be secured hereby and by the Mortgage.

5. The whole of said indebtedness shall become due (a) upon the election by the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the note or bond secured by the Mortgage, or of the Mortgage, or any other instrument which may be held by the Assignee as security for the indebtedness, or (b) at the option of the Assignee, after any attempt by the Assignor to exercise any of the rights described in Paragraph 2 or after any default by the Assignor hereunder and the continuance of such default for 10 days after notice and demand.

6. After any attempt by the Assignor to exercise any of the rights described in Paragraph 2 or after any default by the Assignor in the payment of said indebtedness or in the performance of any obligation of the Assignor herein or in the Mortgage or any other instrument securing said indebtedness, the Assignee, at its option, without notice, irrespective of whether Declaration of Default under any deed of trust has been delivered to the trustee thereunder, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may: enter upon, take possession of, and operate the premises; make, enforce, modify, and accept the surrender of leases; obtain and evict tenants; fix or modify rents; and do any acts which the Assignee deems proper to protect the security hereof until all indebtedness secured hereby is paid in full, and either with or without taking possession of the premises, in its own name, sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby in such order as the Assignee may determine. Any income received from the premises by the Assignee in excess of the amount necessary to meet all obligations of the Assignor secured hereby, including any accelerated indebtedness, and of the amount estimated by the Assignee to be necessary to meet such obligations for the subsequent 6 months' period shall be paid over by the Assignee to the Assignor promptly after the expiration of each 6 months' period following the date of such entry. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any notice of default under the Mortgage or invalidate any act done pursuant to such notice.

7. The Assignor, without the prior written consent of the Assignee, will not cause or permit the leasehold estate under the Lease to merge with the Assignor's reversionary interest.

8. (a) The Assignor has not executed any prior assignment of any of its rights under the Lease; (b) the Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; (c) the Assignor has not accepted rent under the Lease more than 30 days in advance of its due date; (d) so far as the Assignor knows, there is no present default by the Lessee under the Lease; and (e) the Lease is in full force and effect, unmodified except as set forth in Schedule A.

9. The Assignee shall not be obligated to perform or discharge any obligation under the Lease, or under or by reason of this Assignment, and the Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable from and after maturity under the note or bond secured by the Mortgage, shall be secured hereby and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

10. This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

THE PARTIES AGREE that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed given when sent by registered mail addressed to the Assignor at the address furnished below, and to the Assignee, attention The Equitable Life Assurance Society of the United States, Mortgage Department, 1285 Avenue of the Americas, New York, N. Y. 10019 and a copy thereof, Mortgage Division Manager, at 2116 IDS Tower, Minneapolis, MN 55402;

and that such addresses may be changed from time to time by either party by serving notice as above provided.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the day and year first above written.

CEL-TAX RICE LAKE,
A Wisconsin Limited Partnership

ADDRESS OF ASSIGNOR

10024 Skokie Boulevard

Skokie, IL 60076

BY: _____
James V. Celano, Jr. General Partner

_____
Seymour Taxman, General Partner

ACKNOWLEDGMENT

STATE OF.....WISCONSIN.....
COUNTY OF.....BARRON.....} ss.:

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by James V. Celano, Jr. general partner and Seymour Taxman, general partner on behalf of CEL-TAX RICE LAKE, a Wisconsin Limited Partnership.

_____

Notary Public, Wisconsin
My commission expires: _____

SCHEDULE A

(Here set forth the following information for each lease and, to the extent appropriate, each modification thereof: name of lessor, name of lessee, date, book and page of recording, remaining length of current term, address or other identification of leased premises.)

1. Lessor: Sy Taxman & Associates, Inc. an Illinois Corporation
2. First Assignee of Lessor: CEL-TAX RICE LAKE, A Wisconsin Limited Partnership
3. Lessee: National Supermarkets, Inc., a Michigan Corporation
4. Recording: Register of Deeds for Barron County, Wisconsin, on August ____, 1978, in Volume _____ of Records on page _____ as Document No. _____
5. Term of Lease: Twenty years
6. Address of Premises: 331 South Main Street, Rice Lake, Barron County, WI 54868
7. Legal Description:

   Tract 1: Lots 5,6,7,8,16,17,18 & 19, Block A, Hines Addition to the City of Rice Lake, together with that portion of the vacated alley lying between said lots;
   Tract 2: Lots 9 thru 15, Block A, Hines Addition to the City of Rice Lake;
   Tract 3: The vacated North-South alley adjoining Lots 9 thru 14, Block A, Hines Addition to the City of Rice Lake, on the east;
   All located in Barron County, Wisconsin.

DRAFTED BY:
COE, DALRYMPLE,
HEATHMAN & ARNOLD, S.C.
RICE LAKE, WISCONSIN 54868

national

December 29, 1982

Via: Certified Mail - Return Receipt Requested

J. Casper Geyer & Eleanor Geyer
1155 Summit Road
Santa Barbara, California 93108

Subject: 331 S. Main St.
Rice Lake, Wisconsin

Gentlemen:

Please be advised that our Company, as Assignor, has entered into an agreement with Gateway Foods, Inc., 1637 St. James Street, LaCrosse, Wisconsin, whereby the lease to the above-captioned store will be assigned to that Company. Gateway Foods, Inc. is a very reliable firm with a Net Worth in excess of $2,000,000.

Under the terms of our lease with you, our Company will remain responsible to you for the payment of rents and the performance of all the other obligations of the lessee.

As is customary in this type of transaction, Gateway Foods, Inc. has requested our Company to obtain an estoppel statement from you and, therefore, I am taking the liberty of forwarding herewith two copies of an Estoppel Statement and am requesting you to sign and return one copy to this office.

If you have any questions regarding this enclosure please feel free to call me.

Yours truly,

NATIONAL SUPER MARKETS, INC.

Murray J. Lewison
Corporate Legal Counsel

MJL:hk
Enclosure

National Tea Co.,
9701 West Higgins Road,
Rosemont Illinois 60018
Telephone: (312) 693-5100

National Super Markets, Inc.
9701 West Higgins Road
Rosemont, Illinois 60018

Re: 331 S. Main
Rice Lake, Wisconsin

Gentlemen:

The undersigned understands that you are about to assign the lease described hereinbelow and that the proposed assignee has requested this Estoppel Statement. Therefore, with the knowledge that the proposed assignee will be relying upon the statements herein made, the undersigned hereby certifies as follows:

1. That the undersigned is Lessor under a certain lease entered into with Sy Taxman & Associates, Inc., (the "Original Lessor") and National Super Markets, Inc., (the "Original Lessee") under date of November 18, 1977 for a term of _____ years, from the commencement date as provided for in said lease and expiring on October 31, 1998, at an annual base rental of $ 123,200.00 payable in equal monthly installments on the first day of each and every month (the "Lease"). After the expiration of the current term, the Lessee has t right to renew the Lease for 6 periods of 5 years each.

2. That there have been no modifications or changes in said lease, except as provided in the following documents:

Second amendment of lease dated August 15, 1978; letter agreement dated November 17, 1978.

3. That no rent or sum payable under the lease has been paid in advance beyond the current month.

4. That the undersigned has no claim against National Super Markets, Inc. or Gateway Foods, Inc., the proposed Assignee of said lease except as follows:

- None -

5. That National Super Markets, Inc. is not in default with respect to any of t obligations under said lease except as follows:

- None -

6. That the undersigned has received no notice of any assignment of the lease by the Lessee other then that herein mentioned.

7. That the Lease is in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Statement to b executed this 20th day of January, 1983.

By J. Casper Geyer
Eleanor Geyer

Sole owner Landlord
(Title)

NOTE: Please write "none" if there are no exceptions.