EXHIBIT A

BUILD AND LEASE AGREEMENT

LESSOR

JEFF-CITY VENTURE

LESSEE

FLEMING COMPANIES, INC.

JEFFERSON CITY, MISSOURI

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BUILD AND LEASE AGREEMENT

This Agreement is made and entered into this 23rd day of June, 1982, by and between JEFF-CITY VENTURE, an Arkansas Partnership, whose address is Post Office Box 527, Bentonville, Arkansas 72712, hereinafter called the LESSOR, and FLEMING COMPANIES,INC., an Oklahoma Corporation, with an office at Topeka, Kansas, hereinafter called the LESSEE.

WITNESSETH:

WHEREAS, the LESSOR desires to construct and lease building (hereinafter called "the premises"), containing approximately 31,048 square feet together with other improvements including common, delivery and parking areas thereof, constituting Phase I Development, being a part of the _____ _____(hereinafter called the "Shopping Center") which shopping center is, or will be, located upon the following described real estate:

PHASE I

LAND DESCRIPTION

Part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 44 North, Range 21 West, in the City of Jefferson, County of Cole, Missouri; being more particularly described as follows:

From a stone at the center of said Section 11; thence N 08°03'00" W, along the Quarter Section Line, 605.10 feet; thence S 85°55'00" W, 562.33 feet to the point of beginning for this description; thence N 04°05'00" W, 420.00 feet; thence N 85°55'00" E, 10.00 feet, thence N 04°05'00" W, 30.00 feet; thence S 85°55'00" W., 281.20 feet to the East line of Stadium Boulevard West; thence S 03°36'14" E, along the East Line of said Stadium Boulevard West, 450.02 feet; thence leaving the said East Line of Stadium Boulevard West on a bearing of N 85°55'00" E, 275.00 feet to the point of beginning. Containing in all 123,202.73 sq.ft. (2.828 acres)

WHEREAS LESSOR and W. E. CLARKSON and JANICE CLARKSON, being Adjoining Owners of Phase II Development of said shopping center (hereinafter referred to as Adjoining Owners), said Phase II Development of the shopping center being legally described on real estate as hereinafter set forth, to be

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developed in accordance with and pursuant to an Agreement dated _____, 1982, attached hereto as Exhibit "C";

PHASE II

LAND DESCRIPTION

Part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 44 North, Range 12 West, in the City of Jefferson, County of Cole, Missouri; being more particularly described as follows:

From a stone at the center of said Section 11; thence N 08°03'00" W, along the Quarter Section Line, 605.10 feet to the point of beginning for this description; thence continuing N 08°03'00" w, along the Quarter Section Line, 596.43 feet to the South Line of Missouri Boulevard; thence westerly along the South Line of Missouri Boulevard the following courses: S 85°55'00" W, 138.09 feet; S 74°36'24" W, 101.98 feet; S 82°06'09" W, 300.67 feet; N 63°49'37" W, 69.46 feet; S 85°55'00" W, 178.03 feet; on a curve to the left having a radius of 11,384.16 feet, a distance of 15.01 feet (Chord bearing = S 85°52'44" W) to the West Line of Stadium Boulevard West; thence S 03°36'14" E, along the East Line of said Stadium Boulevard West 139.99 feet; thence N 85°55'00" E, 281.20 feet; thence S 04°05'00" E, 30.00 feet; thence S 85°55'00" W, 10.00 feet, thence S 04°05'00" E, 420.00 feet; thence N 85°55'00" E, 562.33 feet to the point of beginning. Containing in all 348,938.08 square feet (8.011 acres).

and the LESSEE desire to lease the premises upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants to be performed, the parties hereto agree as follows:

1. The LESSOR covenants that it will acquire good title to said real estate, pursuant to that Option Agreement dated _____, 1982, and that prior to commencement of construction LESSOR shall have good and indefeasible title to said real estate, and that the LESSEE, upon paying the rentals herein reserved and observing, performing and keeping all and singular the covenants and agreements herein specified to be kept and performed by LESSEE, shall, and may lawfully, peacefully, and quietly have, hold, use, occupy, possess and enjoy the premises hereby leased for and during the term hereof,

OWNERSHIP

without any hindrance eviction, molestation, or interruption of or by the LESSOR, or any person or persons. LESSOR covenants that no zoning or other ordinance, law, regulation, or restrictive covenants prevent use of the leased premises for the intended purpose.

2. The premises are to be located as approved by the parties as shown on the plot plan marked Exhibit A, attached hereto and incorporated herein. LESSOR agrees that the use and occupancy by the LESSEE of the premises shall include the use in common with others entitled thereto including its customers, suppliers, visitors and invitees, of the common areas, employees' parking areas, service roads, loading facilities, sidewalks, and customers' parking areas, all as shown on Exhibit A, and all future facilities and common areas designed for common use, subject, however, to the terms and conditions hereinafter set forth. Subject to capital improvements as set forth in Paragraph 13 hereof said expenditures being, the LESSOR'S responsibility, the LESSEE covenants and agrees that it shall keep the common areas reasonably free from rubbish and debris, any grass mowed, maintain landscaping (if any), stockpile or remove all snow and ice from the sidewalks, parking and driveway areas and cause all remaining surface ice to be treated with sand, salt or similar abrasive. The LESSEE shall resurface the sidewalk, parking and driveway areas when the same shall be reasonably necessary. LESSEE shall have responsibility for the restriping of the parking areas. The LESSEE shall keep the common areas of the shopping center well lighted during such hours of darkness as LESSEE shall remain open for business and for a period of one (1) hour thereafter.

COMMON AREAS

3. The LESSOR agrees to cause construction of the premises and other improvements in accordance with the plot plan, Exhibit A attached, and the specifications marked Exhibit B,

CONSTRUCTION

attached or to be attached hereto and incorporated herein. This lease shall not be effective until such specifications, Exhibit B, and the plot plan, Exhibit A, have been so attached and have been initialed by both parties. The LESSOR agrees that prior to commencement of any construction it shall provide LESSEE architectural and related engineering drawings, being properly stamped and sealed, for its review. The LESSOR shall provide water, sewer, gas, electrical and other utilities. LESSEE shall have the right to review the elevation drawing.

The LESSOR agrees that, at the option of the LESSEE, this lease shall become null and void if construction of the shopping center, including the premises, is not commenced on or before July 1, 1982, and completed and ready for occupancy on or before July 1, 1983, causes or conditions beyond the control of LESSOR only, excepted; provided, however, that if the premises are not ready for occupancy on or before July 1, 1983, irrespective of cause, and irrespective of whether such cause is beyond the control of LESSOR, LESSEE, in its sole discretion is hereby granted the option to cancel and terminate this lease.

Construction of the premises shall not be considered complete until it is substantially completed in every respect, (substantially completed in every respect shall mean complete except those items listed on punch list, as hereinafter defined, which can be and will be corrected and completed within thirty (30) days by LESSOR in accordance with the specifications, Exhibit B hereof, none of which items would materially interfere with or impair the LESSEE'S use of the premises and to an extent permissable with respect to necessary work to be performed by LESSEE in installing its trade fixtures and equipment) including, but not limited to toilet facilities, office space, vinyl floor covering, automatic

pressure-pad doors, light fixtures, including tubes and globes, bailer, heating, refrigerated air conditioning, enclosed machine rooms, curtain walls and partitions, and electrical and plumbing requirements complete to the point of connection of fixtures, equipment, checkstands and signs; interior and exterior decoration completed, parking areas completely surfaced, with adequate lighting and initial traffic control, service roads, sidewalks, loading facilities, all to be in accordance with specifications (Exhibit B) to be supplied by LESSEE.

LESSOR agrees LESSEE may install its sign(s) on LESSOR'S building and on the sign identifying the shopping center being denoted on the plot plan Exhibit "A", and in accordance with the plans and specifications, Exhibit "B". LESSOR covenants and agrees that neither it nor any other tenant of the Phase II Development, pursuant to that Agreement dated _____, 1982, shall construct a sign so as to impair the visibility of or access to the LESSEE'S building or of LESSEE'S sign, without the prior written consent of the LESSEE being first obtained.

LESSEE agrees to accept the premises in the condition existing on the date of the commencement of the term, subject to LESSEE'S list of defective items (hereinafter called "punch list") being completed. In the event of LESSOR'S failure to complete said punch list items within thirty (30) days after receipt of LESSEE'S notification to LESSOR, then at LESSEE'S sole option, LESSEE may either complete such punch list items and deduct the cost thereof from rent, the costs of which are hereby agreed in advance by the parties hereto to be reasonable and proper deductions, or require LESSOR'S specific performance of the same, or seek any other legal remedies available to LESSEE. LESSOR covenants that the premises to be constructed shall, at the commencement of the term hereof and

subject to LESSEE'S punch list being completed, be structurally sound and in good tenantable condition and that there shall be no latent defects therein. Latent defects as used herein is a defect which is a departure from plans and specifications not apparent upon an ordinary and reasonable inspection by a professional engineer qualified to make such inspection, normal wear and tear excepted. LESSOR further covenants that if any latent defects in the premises become apparent at any time during this lease, and it shall appear that such latent defects existed at the beginning of the term hereof, or resulted from faulty design, workmanship or materials, then LESSOR shall cause the same after receiving written notice from LESSEE, to be repaired and corrected with all reasonable speed. LESSEE shall have the benefit of all warranties accruing to the LESSOR by reason of construction of the premises and any installation of equipment thereon.

4. The LESSOR agrees to, and does hereby, lease the premises to the LESSEE for an original term of twenty (20) years, commencing on the first day the premises are opened for business or forty-five (45) days following the day when the construction of the premises is completed in accordance with the terms of this lease and the premises are ready for occupancy by LESSEE, except for punch list items which can and will be completed within thirty (30) days, as aforesaid, and LESSOR notifies LESSEE of the foregoing whichever is earlier. The commencement date of the term shall be endorsed at the end hereof, and the lease term shall terminate at 11:59 p.m. on the last day of the twenty (20) year term thereafter.

TERM

It is agreed that if at the end of the original term of this lease, or any option period hereof, LESSEE, in its sole discretion, shall deem it necessary to remain in occupancy of said premises beyond the termination date of the lease, LESSEE may do so for a period of time up to one hundred twenty (120)

days. For any such extension period, the rent will be one and one-half (1.5) times the minimum monthly rent. LESSEE shall give LESSOR sixty (60) days' notice should such extension be necessary. It is agreed that the LESSEE shall not be obligated to open the premises for business nor shall the rent for the premises commence until all streets and highways and parking areas, shown on Exhibit A attached hereto, have been fully paved and are open for public use.

OPTIONS

5. It is further agreed that, at the expiration of the original term, the LESSEE shall have the right, exercisable at its sole option, to extend this lease for two (2)additional term(s) of five (5) years each, upon the same terms and conditions. The LESSOR shall be notified of the LESSEE's intent to exercise such option at least six (6) months prior to the end of the then current term. It is further agreed that LESSEE shall have the right, at its sole option, to extend this lease for an additional term not to exceed seven (7) years, if necessary, to permit reconstruction and repair of the premises after its damage or destruction, in accordance with the provisions of Paragraph 16 hereof.

RENT

6. As rent for the premises, the LESSEE agrees to pay to the LESSOR at Post Office Box 527, Bentonville, Arkansas 72712 or at such other places as is mutually agreed upon, the following amounts:

A. A minimum monthly rental of TWELVE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS AND NINETY-TWO CENTS ($12,884.92); or

B. An amount equal to 1.0% of all gross sales, as defined herein, made from the premises in any annual period, whichever is greater.

Any percentage rental, as specified in Paragraph 6B above to be paid by LESSEE to LESSOR, shall be reduced by the amount equal to those sums paid by LESSEE during the year next preceeding such rental payment for:

1. Increases in taxes and assessments against the premises, as provided in Paragraph 8 hereof, over and above the amounts paid for the first

full year for which taxes and assessments are paid.

2. Increases in public liability and property damage insurance annual premiums insuring the common areas as set forth in Paragraph 9 hereof, over and above the amounts paid for the first full year of the lease term.

3. LESSEE'S repair and maintenance or obligations of the premises as set forth in Paragraph 13 hereof, including costs of repairs to common areas but excluding costs of maintenance of common areas.

4. Increases in fire and extended coverage insurance annual premiums insuring the premises as set forth in Paragraph 16 hereof, over and above the amounts paid for the first full year of the lease term.

C. Public liability and property damage insurance annual premiums insuring the common areas as set forth in Paragraph 9 hereof.

D. Fire and extended coverage insurance annual premiums as set forth in Paragraph 16 hereof.

E. Repairs and maintenance of the premises as set forth in Paragraph 13 hereof.

F. As additional rental, LESSEE'S annual proportionate share of common area repair cost, as defined in Paragraph 2, payable at the end of each lease year, as set forth in Paragraph 13 hereof.

GROSS SALES

The term "gross sales", as used herein, shall include all sales of merchandise from, through, or off the premises, including the performance of any service for any customer or patron for compensation by the LESSEE or employee, and shall include all sales by every department thereof, for cash or on a charge basis, and including all business in which orders come by mail, telephone, or telegraph, less credit for returned merchandise, merchandise trade-ins, and credits of a similar nature. "Gross sales" shall not include sales, luxury, excise or other taxes collected by LESSEE from customers and charged separately, merchandise transfers from one of the LESSEE'S or a SUBLESSEE'S stores to another, return of merchandise to a supplier, wholesale bakery or wholesale delicatessen sales, or sales of money orders or vending machine

receipts except to the extent of royalties actually received by LESSEE.

LESSOR shall have the right, at any time, but no more than once a year, and from time to time, at LESSOR'S expense, to have audits made of the records of sales which occur on the premises. LESSOR'S right to examine the books and records pertaining to the operation of a business on the premises, or to make an audit thereof in respect to any lease year, shall be limited to the then current lease year, plus the year immediately preceding. LESSEE'S statements for other prior lease periods shall be deemed to have been accepted by LESSOR and be incontestible.

TIME OF PAYMENT

The minimum monthly rent for each full calendar month, running from the first day of that month to the last day of that month, shall be paid on or before the twentieth (20th) day of the following month.

If the commencement date of the term of this lease shall be other than the first day of a calendar month, the rent for such partial month shall be calculated and paid on a proportionate basis, so that thereafter rent may be calculated and paid for even calendar months.

Payment of any additional rental, as outlined in Paragraph 6B herein, shall be paid on or before the twentieth (20th) day of the month following the ending of each annual period.

LESSOR MORTGAGES

7. All mortgage payments or other charges required to discharge any lien or encumbrance that may affect the premises, and for which the LESSOR is solely responsible, and which is superior and prior to the terms of this lease, and the rights of LESSEE hereunder, shall be paid by the LESSOR as the same shall become due.

8. As additional rental, the LESSEE agrees to pay to the LESSOR, on demand, the amount of all taxes and assessments

ADDI-TIONAL RENT

levied and assessed against the premises that shall become due and payable during the original or any exercised renewed term hereof. Such taxes and assessments must be billed by LESSOR to LESSEE no later than ninety (90) days after receipt of notice from the local taxing authority to LESSOR. LESSOR shall be required to send LESSEE receipted tax bill showing payment for taxes as well as special assessments. If such notice is not received by LESSEE within ninety (90) days, LESSEE'S obligation to pay such taxes and assessments will be considered to be null and void. Provided, however, that for any partial tax year occurring during the original or any renewed term hereof, the LESSEE shall be liable for only that proportion of such taxes and assessments as the number of days in such partial tax year bears to 365.

Any increases of taxes and assessments levied and assessed against the premises after the first lease year, said first lease year to be the base year from which calculations shall be made for the computation of increases of taxes and assessments, shall be deductible from any percentage rental as set forth under Paragraph 6B hereof, it being agreed that the right to deduct shall be non-cumulative.

Any taxes and assessments levied and assessed against the premises that shall become due and payable during the term hereof and which LESSEE has agreed to pay, may be contested by LESSEE, by appropriate proceedings, in LESSOR'S or LESSEE'S name and LESSOR will offer no objections, will cooperate with LESSEE, will provide any information requested by LESSEE, and will execute any document which may be necessary and proper for such proceedings. Any refund shall be the property of LESSEE to the extent it is based upon the payment of any assessments made by LESSEE and LESSEE shall be entitled to recover any cost of contest from the percentage rental payable by LESSEE under the provisions of this lease.

If the leased premises are part of a shopping center or constitute part of a tract which is assessed as a whole, then LESSEE may at its option contest any such tax assessment, and any refunds shall be the property of LESSEE to the extent it is based upon the payment of a prorata share of an assessment made by LESSEE and LESSEE shall be entitled to recover any cost of contest from the percentage rental payable by LESSEE under the provisions of this lease. In the event LESSOR shall contest any taxes or assessments, LESSEE shall be immediately notified in writing.

The LESSEE shall also pay all taxes levied and assessed upon property belonging to it and located upon the premises.

9. The LESSEE agrees to protect and save the LESSOR harmless from any and all claims of others for injuries to persons or property arising out of the occupancy or operation of the premises by the LESSEE and its sublessees, except such claims as arise out of the negligent, intentional or willful acts of the LESSOR.

PUBLIC LIABILITY

LESSEE agrees to maintain, at its own expense, during the full term of this lease, a policy of public liability and property damage insurance in a reputable company authorized to do business in the State of Missouri in which policy LESSOR and LESSEE shall be named as additional insured, and to furnish current certificates evidencing the existence of such insurance providing that such insurance shall not be cancelled except after sixty (60) days' written notice to LESSOR. Such policy shall provide coverage in an amount not less than $1,000,000.00 single limit combined bodily injury and property damage each occurrence, to cover all situations where any other person or persons claim bodily injury, death, or property damage in or upon the premises.

Any increases of the public liability and property damage annual insurance premiums covering the premises, as above set

forth, after the first lease year, said first lease year to be the base year from which calculations shall be made for the computation of increases of said annual insurance premiums, shall be deductible from any percentage rental as set forth under Paragraph 6B hereof, it being agreed that the right to deduct shall be non-cumulative.

WAIVER OF LIABILITY

10. LESSOR and LESSEE each hereby releases the other, and their respective employees, agents, and every person claiming by, through, or under either of them, for any loss or damage to any property (real or personal) owned by or belonging to LESSOR, LESSEE, their respective employees, agents and every person claiming by, through, or under either of them, (whether by subrogation or otherwise) caused by fire or any other insured peril covered by any insurance policies for the benefit of any party, even if such loss or damage shall have been caused by the fault or negligence of another party, their employees or agents. LESSOR agrees, upon request of LESSEE, to furnish evidence of such waiver of liability to LESSEE. All policies of insurance written to insure all buildings, parking and common areas, service and delivery areas, improvements, contents, and all other such property (real or personal) shall contain a proper provision, by endorsement or otherwise, whereby the insurance carriers issuing the same shall acknowledge that the insured has so waived and released its right of recovery against the other party or parties hereto and shall waive the right of subrogation which such carrier might otherwise have had against such other party or parties, all without impairment or invalidation of such insurance. The provisions of this paragraph shall be equally binding upon and inure to the benefit of any assignee or sublessee of LESSEE.

FURNITURE,

11. The LESSEE shall have the right to remove any and all furniture, fixtures, and equipment it may have installed

FIXTURE & EQUIPMENT REMOVAL

on or in the premises provided the LESSEE shall restore any structural damage to the building resulting from such removal, usual wear and tear excepted.

LESSOR ENTRY

12. The LESSOR shall have the right to enter the premises at any reasonable time for the purpose of inspecting the same, or for the purpose of doing anything that may be required under this lease, or for the purpose of doing anything LESSEE may be required to do and shall fail to do. In the event it is reasonably necessary for the LESSOR to make any repairs to the premises that the LESSEE is responsible for, but which the LESSEE has failed to make, LESSEE shall reimburse the LESSOR for the cost thereof on demand, and the LESSOR shall not be responsible to the LESSEE for any loss or damage that the LESSEE may suffer from such repairs, provided that such loss or damage is reasonable under the circumstances.

MAINTENANCE AND REPAIR

13. Except for the LESSOR'S obligations with respect to latent defects as set forth in Paragraph 3 and with the obligations to maintain in good condition the structural portions of the building including foundation, slabs, walls, and roof, and electrical and plumbing services to the building, LESSEE agrees at its expense to maintain all other portions of the premises and to make all ordinary repairs (except capital improvements which shall mean a valuable addition or improvement made to the premises in excess of ordinary repairs and maintenance) in and about the premises necessary to preserve them in good order and condition, including the air conditioning and heating equipment, after expiration of the warranty period stated in Exhibit B. The LESSOR shall have no obligations with respect to such repairs and maintenance.

If, in the event of an emergency, it shall become necessary to make any repairs hereby required to be made by LESSOR, LESSEE shall give immediate notice to LESSOR and LESSEE shall

proceed forthwith to have such repairs made and pay the reasonable cost thereof, whereupon, LESSOR shall reimburse LESSEE for the reasonable cost of such repairs on demand therefor.

LESSEE further agrees that it shall also be obligated to repair and maintain (except capital improvements which shall mean a valuable addition or improvement made to the premises in excess of ordinary repairs and maintenance) of all the common, parking and service areas of Phase I development of the shopping center as depicted on Exhibit "A".

WASTE

14. The LESSEE shall not commit waste or permit waste to be committed in or upon the leased premises and, at the termination of this lease, shall surrender and deliver the premises to the LESSOR in as good condition as the same were at the commencement of the term excepting (1) usual wear and tear, (2) acts of God and unavoidable casualties, (3) repair of latent defects for which LESSOR is responsible hereunder, (4) damage or loss for which LESSOR has waived recovery under Paragraph 10 hereof, and (5) other non-insurable causes beyond the control of LESSEE.

SIGNS

15. Subject only to the provision of Paragraph 3 hereof, LESSOR shall have the sole right to approve the design and placement of any and all signs of any nature upon the exterior premises; provided, however, that such approval shall not be unreasonably withheld and, further that the size and advertising effect of any sign to be used by the LESSEE shall be substantially equal to any sign permitted to be used by other tenants in the shopping center.

DAMAGE OR DESTRUCTION

16. The LESSOR agrees to keep in effect, at its expense, and during the original or any renewed term of this lease, a policy of fire, extended coverage, vandalism and malicious mischief and burglary insurance to cover damage to the building or the premises, written by a responsible insurance com-

pany authorized to do business within the state where the premises are located, in an amount equal to not less than ninety percent (90%) of the replacement cost of the premises, and to furnish the LESSEE proof thereof. Such policy of insurance shall provide protection against the losses so insured against for the benefit of the LESSOR, LESSEE, and any mortgagee as their interests may appear under the terms of this lease and any mortgage agreement, providing that such insurance shall not be cancelled except after thirty (30) days' notice to LESSEE and any mortgage and shall contain the provision of endorsement required by Paragraph 10 hereof.

The insurance to be provided by LESSOR may be provided pursuant to a blanket insurance policy covering the premises and other locations of LESSOR provided,however, in no event shall the protection afforded by such blanket insurance policy be less than the required hereunder.

LESSEE agrees to remit to LESSOR, on an annual basis within thirty (30) days after being billed therefor, the annual premium for insurance covering the premises for said policy(s) as hereinabove provided, subject to LESSEE'S right to obtain a like insurance coverage policy(s) covering the premises should LESSEE be able to secure such policy(s) on the premises at a lower rate for like coverage. In the event LESSEE is able to obtain like insurance policy(s) covering the premises at a lower rate, LESSEE shall provide to LESSOR reasonable data supporting the availability of such like insurance policy(s) at a lower rate; whereupon receipt of such data, LESSOR shall have the option, exercisable in its sole discretion and within thirty (30) days after receipt of such data, to cancel its insurance policy(s) covering the premises and obtain LESSEE'S policy(s). Should LESSOR elect not to cancel its insurance policy(s) and obtain LESSEE'S policy(s), as aforesaid, LESSOR agrees to deduct, from amounts due from

LESSEE in payment of LESSOR'S insurance policy(s) covering the premises and within said thirty (30) days, the difference between the premium paid or charged by LESSOR for its insurance policy(s) covering the premises and that which would have been paid by LESSEE for LESSEE'S policy(s) covering the premises.

Any increases of the fire and extended coverage annual insurance premiums covering the premises, as above set forth, after the first lease year, said first lease year to be the base year from which calculations shall be made for the computations of increases of said annual insurance premiums shall be deductible from any percentage rental as set forth under Paragraph 6B hereof, it being agreed that the right to deduct shall be non-cumulative.

The premises to be constructed by LESSOR under this lease is to be equipped with an automatic sprinkler system which is more fully described in Exhibit B. LESSOR further understands that LESSEE'S SUBLESSEE is required to carry fire and extended coverage insurance covering all of its merchandise, furniture, fixtures, and equipment located in and upon the premises. Should the building covered by this lease be rated deficient by Insurance Service Organization or any other rating bureau having jurisdiction, then LESSOR shall pay for any differential amount between the premium paid and that which would have been paid had the building not been rated deficient, and LESSOR agrees to reimburse LESSEE and/or its SUBLESSEE for any differential amount it may incur. Said differential amount shall be computed and paid annually using the then published insurance rates until the defects are cured by LESSOR. Upon LESSOR'S receipt of notice of any deficiencies from any Insurance Service Organization, or any other rating bureau having jurisdiction, or any insurance company, LESSOR agrees to immediately notify LESSEE in writing of said deficiencies.

LESSEE agrees it shall not keep anything within the premises or use the premises for any purpose which will cause an increase in the insurance premium cost or invalidate any insurance policy(s) carried on the premises or other parts of the shopping center. LESSOR agrees it shall not, nor shall it allow any other tenant(s) in the shopping center, to keep anything within their leased premises or on the shopping center, or use their leased premises or the shopping center for any purpose which will cause an increase in the insurance premium cost or invalidate any insurance policy(s) carried on the premises of LESSEE, such other tenant(s) or other parts of the shopping center. In the event of the storing, maintaining or use of anything on the premises which causes an increase in the insurance premium cost, LESSOR agrees it shall look solely to the respective responsible tenant (or to itself should it be in violation) in the shopping center which causes the resulting or premium increase or insurance invalidation, and LESSOR shall provide to the responsible tenant written documentation issued by the insurance carrier setting forth the causes, rate penalty(s) and increased cost(s) attributable thereto. The responsible tenant shall then either (a) remedy the condition causing said penalty or premium increase, bearing any and all original and continuing costs attributable thereto which shall be treated as additional rent due the LESSOR; or (b) should the LESSOR allow or permit, or should the responsible party continue to allow such storing, maintaining, or use to continue, the responsible party shall be held accountable solely to the LESSOR, and LESSOR shall look solely to such party for the original and ongoing and continuing costs and expenses attributable thereto which shall be treated as additional rent due the LESSOR. In the event of (a) or (b) as hereinabove provided, each other respective tenant shall be entitled to and have the right of reimburse-

ment from the LESSOR, but any reimbursement shall not exceed such tenant's prorata share of the penalty rate imposed and the other respective tenants of the shopping center shall provide written documented statements to LESSOR setting forth the penalty rates and costs experienced.

If, at any time during the original or any renewed term hereof, the premises shall be partially damaged by fire, windstorm, or other casualty, but the extent thereof is not sufficient to deprive the LESSEE of more than twenty-five percent (25%) of the floor space in the premises,then LESSEE shall notify LESSOR thereof in writing and LESSOR, at its expense, shall proceed promptly to rebuild and repair such portion of the premises so damaged or destroyed; and this lease shall continue in full force and effect.

If, at any time during the original or any renewed term hereof, the premises shall be partially or wholly damaged by such casualty, and the extent of such damage shall be sufficient to deprive LESSEE of more than twenty-five percent (25%) of the floor space therein for its purposes, the LESSEE shall notify LESSOR thereof in writing and the rights and obligations of the parties shall be governed by the following:

A. If such damage shall occur during the first thirteen (13) years of the original term hereof, then at its expense, the LESSOR shall proceed to rebuild and repair such damage, and this lease shall continue in full force and effect.

B. If such damage shall occur during the last seven (7) years of the original term hereof, or during either of the renewal terms available to LESSEE at its option under Paragraph 5, and if within thirty (30) days after the incurrence of such damage, LESSEE shall further notify LESSOR of LESSEE'S intent to exercise options, then still available to it under Paragraph 5, to extend the term hereof for a period of at least seven (7) years following such notification, then LESSOR, at its expense, shall proceed promptly to rebuild and repair such damage, and this lease shall continue in full force and effect. If notice be not so given to LESSOR ofLESSEE's intent to exercise such options to so renew the term hereof for such a period of at least seven (7) years, then LESSOR, at its sole option, may elect to rebuild and

repair such damage at its expense, by written notice to LESSEE within thirty (30) days after the expiration of the thirty (30) day period, during which LESSEE may give LESSOR notice of election to renew the term hereof, upon the happening of which LESSOR shall so proceed to build and repair such damage, and this lease shall continue in full force and effect. If LESSEE shall fail to so give LESSOR notice of LESSEE'S intent to exercise such option to so renew the term hereof, and LESSOR shall thereafter fail to so give LESSEE notice of LESSOR'S election to rebuild and repair such damage, then this lease shall terminate as of the date of the occurrence of such casualty, the rental shall be adjusted accordingly, and neither party shall have further rights or obligations hereunder.

Whenever, under the foregoing provisions of this Paragraph 16, LESSOR shall have the obligation to rebuild and repair all or any portion of the premises, so to continue this lease in full force and effect, the same shall be commenced within thirty (30) days after LESSOR'S obligation so to do becomes fixed by receipt of notice of such damage, or receipt of notice of LESSEE'S intent to exercise the necessary option to renew, or the exercise of LESSOR'S election to rebuild, as the case may be. LESSOR shall prosecute such rebuilding and repairing diligently, and to that end the premises, will be restored to substantially the same condition as before the occurrence of such damage. If, for any reason whatsoever, rebuilding and repairing is not completed within six (6) months after receipt of the applicable notices, unless LESSOR be prevented from completing such rebuilding and repairing by causes or conditions beyond its control, then, and in either such events, LESSEE may, at its sole option, terminate this lease by written notice to LESSOR of its intention to do so, upon the happening of which, rental shall be adjusted as of the date of termination, LESSEE shall have no further rights hereunder, and LESSEE shall have no further interest in the proceeds of said insurance.

Whenever, under the foregoing provisions of this Paragraph 16, LESSOR shall have the obligation to rebuild and repair all ~~or any~~ portion of the premises, and so to continue

this lease in full force and effect, the rentals payable by LESSEE hereunder shall abate from the date of the occurrence of such casualty to the date of completion of such rebuilding and repairing in proportion to LESSEE'S deprivation of use of the premises for its purposes.

Whenever, under the foregoing provisions of this Paragraph 16, the premises shall not be rebuilt or this lease shall be terminated by reason of the exercise or non-exercise of any option herein granted to either the LESSOR or the LESSEE, the LESSEE shall have no further interest in the proceeds of such insurance.

CONDEMNATION FOR REPAIRS

17. The LESSOR agrees that if any authority condemns the shopping center or any part thereof, other than the premises, as being unsafe, or not in conformity with the applicable laws or regulations, the LESSOR, at its own cost and expense, will promptly make such changes, alterations or repairs (structural or nonstructural) as may be necessary to comply with such laws and regulations, or with the requirements of the authority. If, during the time such changes, alterations or repairs are being performed, the premises are rendered unsuitable for occupancy and use by the LESSEE, the rent shall abate, and if only a portion of the premises is rendered unsuitable for such occupany and use, then the rent shall abate proportionately. Provided, however, in the event the premises or any part thereof are condemned as being unsafe or not in conformity with the applicable laws and regulations due to the defective condition or use of supplies, materials, and/or equipment owned or used by LESSEE, or due to a defective condition of such common facilities or of any part of the premises LESSEE is required to maintain as herein provided, then, and in that event, LESSEE, at its own cost and expense up to but not to exceed the condemnation award so granted, agrees to make such changes, alterations and repairs (structural or nonstructural)

in the building and equipment or the use of the same as may be necessary to comply with such laws and regulations, or with the requirements of the authority, but LESSEE shall be entitled to any condemnation award made to LESSOR in respect thereto. If, during the time such changes, alterations, and/or repairs are being performed to the shopping center or to the premises, the premises are rendered untenantable for occupany and use by LESSEE, the rent shall abate in proportion to the LESSEE'S deprivation of the use of the premises.

CONDEMNATION

18. Upon LESSOR'S receipt of notice from any condemning authority of a proposed condemnation, LESSOR shall immediately notify LESSEE in writing. If all of the premises shall be taken under the right of eminent domain by any authority having the right of condemnation,or if a portion of the shopping center is so condemned as will prevent the practical use of the premises for LESSEE'S purposes, this lease, and all obligations hereunder, shall terminate on the date title vests pursuant to such proceedings. In the event the proper judicial authority does not divide the award to compensate the separate loss of each party, the total award made in such proceedings shall be equitably distributed between the LESSOR and LESSEE, and if applicable, other tenants occupying space in the shopping center; provided that if the parties cannot agree upon an equitable distribution of such award, either party may petition a court of competent jurisdiction in the state where the premises are located for equitable distribution of such award, and in the event no such court has jurisdiction to determine an equitable distribution of such awards then either party may request arbitration under the terms hereinafter set forth. If such taking does not prevent the practical use of the premises for the purposes of the LESSEE, then this lease shall continue in full force and effect, but the rent shall abate proportionately, and such other adjustments shall be made as shall be just and equitable.

In any instance in this Agreement in which it is provided that a question shall be determined by arbitration, the following procedure shall govern:

The party desiring arbitration ("First Party") shall give written notice to that effect to the other party ("Second Party"), specifying in said notice the name and address of the person designated to act as arbitrator on its behalf. Within fifteen (15) days after the service of such notice, the Second Party shall give written notice to the First Party specifying the name and address of the person designated to act as arbitrator on its behalf. If the Second Party fails to notify the First Party of the appointment of its arbitrator, as aforesaid, within or by the time above specified, then the appointment of the second arbitrator shall be made in the same manner as is hereinafter provided for the appointment of a third arbitrator in a case where the two arbitrators are appointed hereunder and the parties are unable to agree upon such third appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed, and if, within thirty (30) days after the second arbitrator is appointed, the said two arbitrators shall not agree upon the question in dispute, they shall themselves appoint a third arbitrator who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the presiding Judge of the U.S. District Court for the Federal District in which the premises are located. In the event of the failure, refusal, or inability of any arbitrator to act, a new arbitrator shall be appointed in his stead, which appointment

shall be made in the same manner as hereinbefore provided for the appointment of such arbitrator so failing, refusing or unable to act. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of one of the two original arbitrators appointed by such party, or in whose stead as above provided, such arbitrator was appointed, and the fees and expenses of the third arbitrator and all other expenses, if any, shall be borne equally by both parties.

HOLDING OVER

19. Except as provided in Paragraph 4, if LESSEE remains in possession of the premises after the expiration of this lease, and without the execution of a new lease, it shall be deemed to be occupying the premises as a tenant from month-to-month, subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

SHOWING BY LESSOR

20. LESSOR may, at any time within six (6) months before the expiration of this lease, enter the premises at allreasonable hours for the purpose of offering the premises for rent, subject to LESSEE'S rights, as set out in Paragraph 5.

RELATIONSHIP

21. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relation of principal and agent or of partnership or of joint venture between the parties hereto. It is understood and agreed that neither method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of LESSOR and LESSEE.

22. LESSOR agrees that at no time during the term of this lease, will the customer parking area, entrances and exists and service area adjoining the premises be reduced in size or configuration from that shown on the plot plan attached as Exhibit A, unless such reduction is made necessary by the exercise of eminent domain by proper and duly constituted authority or authorities, or is done at LESSEE'S request, or results from the exercise of any right granted LESSEE herein. Any violation of this provision shall entitle the LESSEE either to treat such violation as a default with an option to cancel the lease or to require a proportionate reduction of rent, at LESSEE'S sole option.

PARKING AREA

23. LESSEE agrees to pay all electric current, water, gas, and other fuel bills, as determined by separate meters for LESSEE'S space and use. LESSOR, at its sole expense, will provide any and all utility meters, utility hook-up or connection fees or charges for all utilities to the premises.

UTILITIES

24. LESSEE further covenants with the LESSOR that if the LESSEE defaults by not paying the rent or any part thereof when it becomes due, or by violating or neglecting any covenant, agreement or stipulation therein contained on LESSEE'S part to be kept, performed or observed, and any such default shall continue for thirty (30) days after written notice specifying such default has been received by LESSEE, and LESSEE does not cure such default within said thirty (30) days, or if such default is of such a nature that it cannot reasonably be cured within said thirty (30) day period and LESSEE has not proceeded with reasonable diligence and good faith to complete the curing thereof, then, in addition to the other remedies or courses of action now or hereafter provided by law, LESSOR may, at its option, (1) terminate, forfeit, cancel and annul this lease, in which case neither LESSOR nor LESSEE shall have any further rights or obligations under this

LESSEE DEFAULT

lease as of the date of termination, forfeiture, cancellation and annulment except with respect to those amounts that LESSEE was obligated to pay to LESSOR prior to the date of termination forfeiture, cancellation and annulment; or (2) terminate LESSEE'S posssessory rights, without terminating the term of this lease, in which case LESSOR shall have the rights hereinafter set forth. LESSOR shall give written notice to LESSEE of LESSOR'S election.

If LESSOR elects to terminate LESSEE'S possessory rights, without terminating the term of this lease, LESSOR shall have the right, after appropriate judicial hearing and process or with LESSEE'S consent, to enter and take possession of the premises immediately and may remove all persons, furniture, fixtures and equipment from the premises, at LESSEE'S sole expense, in order to recover at once, full and exclusive possession of the premises, and such entry shall not operate as a waiver or satisfaction, in full or in part, of any claim or demand arising out of or connected with, any breach, default, or violation by the LESSEE of any covenant or agreement on its part to be performed; provided that notwithstanding any of the foregoing LESSOR shall not have the right to repossess the premises in the event of a bona fide dispute as to the LESSEE'S liability, if any, to make repairs, except after such liability has been finally judicially determined, or so long as LESSEE continues to pay minimum rent as hereinabove provided in Paragraph 6.

Should LESSOR elect to terminate LESSEE'S possessory rights, without terminating the term of this lease, as hereinabove provided, LESSOR may, with the prior written consent of LESSEE, which consent shall not be unreasonably withheld, relet the premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR may deem advisable, and LESSOR shall have

the right to make, with the prior written consent of LESSEE, which consent shall not be unreasonably withheld, reasonable alterations and repairs to the premises, and such reletting shall not work a forfeiture of the rent to be paid by LESSEE; provided, that rentals received by LESSOR from any such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR; second, to the payment of rent then due and unpaid hereunder; third, to the payment of any cost of such reletting; fourth, to the payment of any alterations and repairs to the premises to which LESSEE has given its written consent and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder, and if no future rent becomes due and payable hereunder, such residue shall be retained by LESSOR. Should such rentals received from such reletting by LESSOR to which LESSEE has given its written consent, during any month be less than the minimum rental agreed to be paid hereunder during that month by LESSEE, then LESSEE shall upon receipt from LESSOR specifying the amount, pay the difference to LESSOR. Such difference shall be calculated and paid monthly.

No such termination of LESSEE'S possessory rights, without terminating lease term, shall be construed as an election on the part of LESSOR to terminate this lease unless a written notice of such intention be given to LESSEE or unless the termination thereof be decreed by a court of competent jurisdiction. Nothwithstanding any such reletting without termination, LESSOR may at any time thereafter elect to terminate this lease for such previous default, unless LESSOR has allowed LESSEE or LESSEE'S sublessee to reenter and relet the leased premises.

25. The LESSOR further covenants with the LESSEE that if LESSOR shall violate or neglect any covenant, agreement, or

stipulation herein contained on its part to be kept, performed or observed, and any such default shall continue for thirty (30) days after written notice thereof is given by LESSEE to LESSOR, then, and in addition to the other remedies or courses of action now or hereafter provided by law, LESSEE may, at its option, among other things, cancel and annul this lease, or remedy the condition or need referred to in such notice, or make the payment which LESSOR has not made, but should have made, or remedy the condition or need referred to in such notice and deduct LESSEE'S actual cost or the amount of the payment, thereof from subsequent installments of rent, which actual cost is hereby agreed by the parties in advance to be reasonable and proper costs and deductions. In the event of any dispute between the parties as to the right of LESSEE to such deduction, LESSOR further covenants and agrees that it will not give LESSEE any notice of default or termination of this lease unless LESSEE shall fail to pay to LESSOR the amount of any such deduction within ten (10) days after receipt of notice by LESSEE of a final and unappealable judgment with respect thereto in favor of LESSOR.

LESSOR DEFAULT

26. It is understood that LESSEE is presently involved in numerous other activities at other locations. In this respect, it is not intended that the gross sales and other provisions of this lease shall apply to the business activities of LESSEE or of any assignee or sublessee of LESSEE at other locations, but shall apply only to the business conducted on the premises, whether conducted thereon by LESSEE or by an assignee or sublessee of LESSEE, it being fully understood that the foregoing provisions are not intended to modify in any manner the responsibilities or obligations of LESSEE pursuant to Paragraph 34 of this lease.

LEASE APPLIES ONLY TO BUSINESS ON PREMISES

27. It is further understood that LESSEE at all times shall maintain insurance coverage it is required to carry

INSURANCE

MAY BE PROVIDED BY SUB-LESSEE OR ASSIGNEE

hereunder for the benefit of LESSOR with a provision in such insurance that there will be no cancellation without at least thirty (30) days' written notice to LESSOR. Provided, however, that LESSEE may satisfy this insurance requirement through the maintenance of such insurance coveage for the benefit of LESSOR, as required in Paragraph 9 above, by LESSEE or by an assignee or sublessee of LESSEE.

EXCLUSIVE

28. LESSOR covenants that it will not permit any person other than the LESSEE to operate a retail food store of any nature in the shopping center of which the premises are a part or on any adjoining property owned by LESSOR, his assignee, or his transferrees, without first obtaining the LESSEE'S prior written consent.

ALTERATIONS OR ADDITIONS

29. The LESSEE shall have the right to make alterations or additions to the premises, provided such alterations or additions are at its sole cost and expense, and that such alterations or additions shall be of good workmanship and material at least equal to that of the original construction, and that such alterations or additions neither shall reduce the size and strength of the existing building, nor adversely affect the market value of the premises; provided, however, that no such alterations or additions to the premises which shall cost more than Fifty Thousand Dollars ($50,000.00) shall be made by the LESSEE without the written consent of the LESSOR which consent shall not be unreasonably withheld. The LESSEE shall not be required to remove any such alterations or additions or to restore the building to its original condition at the termination of this lease.

SPECIAL SALES PROMOTION

30. Notwithstanding any provisions in this lease to the contrary, it is agreed that LESSEE may place special sales promotion signs on the parking area light poles from time to time and may string pennants and streamers around the parking area. These signs and decorations, however, shall be of a strictly temporary nature.

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RIGHT TO CLOSE STORE

31. LESSOR agrees that nothing in this lease shall be construed as compelling LESSEE to operate any particular type of business or to keep the store in or upon the premises open for business, and LESSEE shall have the privilege of closing said store at any time, provided LESSEE shall continue to pay the minimum monthly rental as set forth in this lease. If LESSEE permanently closes the store for a period of six (6) months, LESSOR, at its election, may terminate this lease.

SUBLET TO ASSIGN

32. The LESSEE shall have the right, during the term of this lease, to sublet all or a portion of the premises, or to assign this lease, to sublet all or a portion of the premises, or to assign this lease, either in whole or in part, but no such subletting or assignment shall release the LESSEE from any of the obligations under the terms of this lease, and the LESSOR shall, at all times, have the right to look to the LESSEE for the performance of all of the covenants to be performed on the part of the LESSEE.

EXCLU-SIVES

Notwithstanding the foregoing, LESSEE agrees, pursuant to that Agreement dated _____, 1982, by and between W. E. CLARKSON and JANICE CLARKSON, adjoining owners of Phase II Development of the aforedescribed real estate (hereinafter referred to as Adjoining Owners), and LESSOR, LESSEE agrees that any such assignment for subletting will not violate any exclusives granted by the Adjoining Owners to major tenant(s) (such as major appliance, discount, drug, variety, hardware, furniture, junior department store) on Adjoining Owners retained adjoining property as denoted on Exhibit "A" as Phase II Development provided Adjoining Owners notifies the LESSOR, and LESSOR agrees to notify the LESSEE in writing immediately on each occurrence, of such exclusives at the time given and such exclusives so given shall not be inconsistent with LESSEE'S rights hereinafter set forth. LESSEE acknowledges that Adjoining Owners are presently discussing a drug store

lease and in no event shall LESSEE, if and after a drug store is located on Adjoining Owners retained property sell pharmaceutical or prescription products or drugs requiring the presence of a registered pharmacist. LESSEE shall honor exclusives given by Adjoining Owners to tenants for purposes not described above as major tenants only when LESSEE gives its written consent thereto.

SHOPPING CENTER OCCUPANCY

LESSEE further agrees, and Adjoining Owners has agreed pursuant to the aforesaid Agreement dated _____, 1982, that the respective buildings on Phase I and II Development cannot be used, without the prior written consent the other party including LESSOR, for a bowling alley, skating rink, movie theatre, bar or similar place of entertainment, massage parlor (or any similar business) that generally has restrictive zoning requirements. Adjoining Owners have agreed with LESSOR, pursuant to said Agreement dated _____, 1982, that so long as the Phase I Development is used for a grocery supermarket Adjoining Owners will not lease any portion of the balance of the Phase II Development shown on Exhibit "A" for the operation of a grocery supermarket, grocery store, meat market or produce market (provided that a department in a discount, variety or drug store handling such items as a small part of the sales of such store shall be permitted), and, without LESSOR'S consent, and LESSOR agrees such consent shall not be given without the LESSEE'S prior written consent being first obtained, (i) no theatre, bowling alley, restaurant (other than located in the outparcels as delineated on Exhibit "A" hereof) or skating rink shall be permitted within 300 feet of LESSOR'S and LESSEE'S supermarket building, and (ii) no training or educational facilities or office that is not part of a commercial or financial business will be permitted within 200 feet of said supermarket building, except for a financial services type office of no

more than 1,500 square feet as located and identified on Exhibit "A" hereto.

LESSOR'S WAIVER

33. LESSOR agrees that none of the property, including food, supplies, merchandise, inventory, furniture, fixtures, machinery, equipment, cash or any proceeds therefrom that are placed upon or permitted to be upon the premises by LESSEE, or any of LESSEE'S sub-tenants, assigns, or successors, during the term of this lease or any renewal thereof, shall be subject to or liable for levy or distress or any legal process whatsoever for the collection of rent for the premises. In the event there is a mortgage on the premises, the LESSOR shall obtain the same waiver from the mortgagee.

NOTICES

34. Any notice required or desired to be given to either party shall be in writing and be sent by registered mail, postage prepaid. Any such notice to the ~~LESSOR~~ Lessee shall be addressed to it at P. O. Box 1160, Topeka, Kansas 66601. The address of either party may be changed by written notice thereof to the other party.

CAPTIONS

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

ADVANCE POSSESSION FOR FIXTURE INSTALLATION

36. LESSEE shall have the privilege rent free of entering the premises for the purpose of installing its store and trade fixtures, storing its first items of equipment and otherwise preparing the premises for LESSEE'S occupancy prior to the rent commencement date.

When the performance of the LESSOR'S work has proceeded to the point where LESSEE can commence any portion of its work and the installation of LESSEE'S trade fixtures, furniture and equipment in the premises, in accordance with good construction practice together with adequate security of the premises,

be commenced, LESSOR shall notify LESSEE to that effect. LESSEE agrees to install its trade fixtures and equipment in the premises in a prompt and expeditious manner so as not to delay LESSOR in readying the premises for occupancy at the earliest possible date referred to hereinabove. LESSEE further agrees not to engage any persons in the installation of such fixtures and equipment which would result in a work stoppage by employees of the general contractor or any subcontractor engaged readying the premises for occupancy.

SUBORDINATION

37. LESSEE agrees that this lease shall be subordinate to any mortgage that may hereafter be placed upon the premises and to all renewals and extensions thereof to which LESSEE has given its written consent to be subordinate; provided that (a) the mortgagee named in such mortgages shall agree to recognize this lease in the event of foreclosure if the LESSEE is not then in default, (b) in the event the premises are damaged or destroyed at a time when neither LESSOR nor LESSEE are in default under the terms of this lease, and LESSOR is not in default under the terms of any such mortgages, any insurance proceeds that are available under the insurance policy(s) hereinabove required to be maintained under Paragraph 16 are first applied to repair, replace or rebuild the premises so damaged or destroyed, if LESSOR and/or LESSEE under the terms of Paragraph 17 above, either are required to elect to repair, replace or rebuild the premises, and (c) any proceeds from condemnation awarded to LESSEE and/or its sublessee under Paragraph 17 above shall be the sole property of LESSEE and/or its sublessee.

BINDING EFFECT

38. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

MERGER

39. This agreement contains the entire agreement of the parties hereto, both written and oral, and shall not be

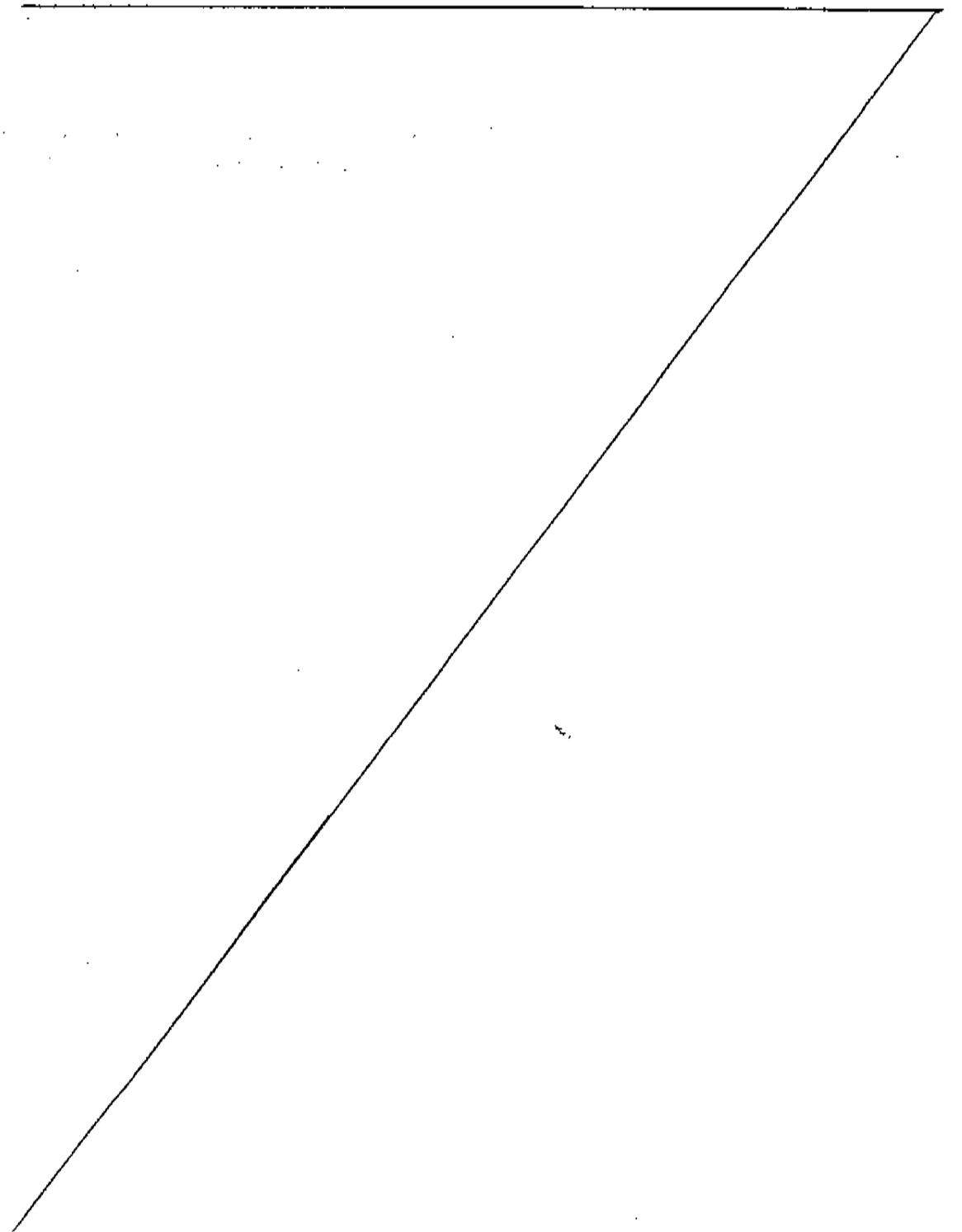
amended, altered or otherwise modified except in writing signed by the parties.

TIME

40. Time is of the essence in the performance of all obligations of LESSOR and LESSEE hereunder for which a time of performance is specified.

CHOICE OF LAWS

41. This agreement shall be construed under and in accordance with the laws of the State of Missouri, and all obligations of the parties created hereunder are performable in Cole County, Missouri.



IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the date and year first above written.

LESSOR -

JEFF-CITY VENTURE,
an Arkansas Partnership

Harve J. Taylor
General Partner

Troy Parnell,
General Partner

LESSEE-

FLEMING COMPANIES, INC.

By Joseph P. Noble
Vice President

(SEAL)

ATTEST:
Robert W. Smith
Assistant Secretary

The commencement date of this lease, as provided in Paragraph 4, Page 5 hereof, is agreed to be the _____ day of _____, 19___.

LESSOR -

JEFF-CITY VENTURE,
an Arkansas Partnership

Harve J. Taylor,
General Partner

Troy Parnell,
General Partner

LESSEE-

FLEMING COMPANIES, INC.

By _____
Vice President

(SEAL)

ATTEST:

Assistant Secretary

STATE OF KANSAS,)
) ss.
COUNTY OF SHAWNEE,)

BE IT REMEMBERED, that on this 23rd day of June, A.D., 19 82, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph P. Noble Vice President of FLEMING COMPANIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, and Robert W. Smith, Assistant Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Carol A. Jimeson
Notary Public

CAROL A. JIMESON NOTARY PUBLIC

(SEAL)

My Commission Expires:
8-21-1982

STATE OF ARKANSAS,)
) ss.
COUNTY OF Benton,)

BE IT REMEMBERED, that on this 12th day of May, A.D., 19 82, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came HARVE J. TAYLOR, General Partner, and TROY PARNELL, General Partner, of JEFF-CITY VENTURE, an Arkansas Partnership, duly organized, incorporated and existing under and by virtue of the laws of Arkansas, who are personally known to me to be the same persons who executed, as such general partners, the within instrument of writing on behalf of said partnership, and such persons duly acknowledged the execution of the same to be the act and deed of said partnership.

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

Donald W Watson
Notary Public

(SEAL)

My Commission Expires:
9/30/83

NOTICE OF EXISTENCE OF LEASE

STATE OF MISSOURI,

COUNTY OF COLE,

NOTICE IS HEREBY GIVEN that a Build and Lease Agreement dated the 23rd day of June, 1982, has been executed by JEFF-CITY VENTURE, an Arkansas Partnership of Post Office Box 527, Bentonville, Arkansas, as LESSOR, and FLEMING COMPANIES, INC., an Oklahoma Corporation, maintaining an office in Topeka, Kansas, as LESSEE, covering a portion of the improvements, constructed or to be constructed on the following described real estate:

PHASE I

LAND DESCRIPTION

Part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 44 North, Range 21 West, in the City of Jefferson, County of Cole, Missouri; being more particularly described as follows:

From a stone at the center of said Section 11; thence N 08°03'00" W, along the Quarter Section Line, 605.10 feet; thence S 85°55'00" W, 562.33 feet to the point of beginning for this description; thence N 04°05'00" W, 420.00 feet; thence N 85°55'00" E, 10.00 feet, thence N 04°05'00" W, 30.00 feet; thence S 85°55'00" W., 281.20 feet to the East line of Stadium Boulevard West; thence S 03°36'14" E, along the East Line of said Stadium Boulevard West, 450.02 feet; thence leaving the said East Line of Stadium Boulevard West on a bearing of N 85°55'00" E, 275.00 feet to the point of beginning. Containing in all 123,202.73 sq.ft. (2.828 acres)

Among other provisions said lease provides for an original term of twenty (20) years plus options granted to LESSEE to extend said lease for two (2) additional terms of five (5) years each.

This notice does not change, alter or vary any covenant, condition or agreement contained in said Build and Lease Agreement, but is executed to provide a convenient memorandum for record in the office of the County Clerk of Cole County, Missouri.

050382

Executed this 23rd day of June, 1982.

LESSOR -

JEFF-CITY VENTURE
an Arkansas Partnership

Harve J. Taylor
General Partner

Troy Parnell
General Partner

LESSEE-

FLEMING COMPANIES, INC.

By Joseph D. Noble
Vice President

(SEAL)

ATTEST:

Robert W. Smith
Assistant Secretary

STATE OF KANSAS,)
) ss.
COUNTY OF SHAWNEE,)

BE IT REMEMBERED, that on this 23rd day of June, A.D., 19 82, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph P. Noble Vice President of FLEMING COMPANIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, and Robert W. Smith, Assistant Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

CAROL A. JIMESON NOTARY PUBLIC (SEAL)

Carol A. Jimeson
Notary Public

My Commission Expires:
8-2-82

STATE OF ARKANSAS,)
) ss.
COUNTY OF Benton,)

BE IT REMEMBERED, that on this 12th day of May, A.D., 19 82, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came HARVE J. TAYLOR, General Partner, and TROY PARNELL, General Partner, of JEFF-CITY VENTURE, an Arkansas Partnership, duly organized, incorporated and existing under and by virtue of the laws of Arkansas, who are personally known to me to be the same persons who executed, as such general partners, the within instrument of writing on behalf of said partnership, and such persons duly acknowledged the execution of the same to be the act and deed of said partnership.

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

Donald W Watson
Notary Public

(SEAL)

My Commission Expires:
9/30/83

Fleming Companies, Inc.

Two Townsite Plaz
Box 1160
Topeka, KS 66601
913/233-2800

TOPEKA STAFF OFFICE

November 22, 1982
REGISTERED MAIL
RETURN RECEIPT REQUESTED

Jeff-City Venture
P.O. Box 527
Bentonville, Arkansas 72712

Re: Food 4 Less Warehouse Market
Missouri Boulevard & Stadium Boulevard West
Jefferson City, Missouri

Dear Gentlemen:

The subject premises opened for business November 17, 1982.

According to our lease with you, the twenty (20) year lease term shall begin November 17, 1982, and shall expire on November 16, 2002, with rental payment beginning as specified therein.

Please fill in the above commencement date in the space provided in your lease with us and keep this letter for your files.

Sincerely,

Allen David
Director of Site Selection

dk

cc: Bob Smith
Don Schindler
Byron Duffield
Don Boos
Joe Noble