

EXHIBIT 1

428

LEASE

Between Mackey-Koenig Development Company, a California
general partnership

Landlord,

and ALPHA BETA COMPANY, Tenant

Location NEC South 12th Ave. and Valencia Rd., Tucson, AZ

TABLE OF CONTENTS

Article 1	TERM	1
Article 2	RENT	1
Article 3	CONSTRUCTION	2
Article 4	POSSESSION and USE	2
Article 5	MECHANICS' LIENS	2
Article 6	UTILITIES	3
Article 7	INDEMNITY and INSURANCE	3
Article 8	QUIET ENJOYMENT	3
Article 9	ALTERATIONS	3
Article 10	COMPLIANCE with LAWS	4
Article 11	FIXTURES and PERSONAL PROPERTY	4
Article 12	ASSIGNING, MORTGAGING, SUBLETTING	4
Article 13	REPAIRS, MAINTENANCE, and RECONSTRUCTION	4
Article 14	EXTENSIONS of TERM	5
Article 15	PARKING and COMMON AREAS	5
Article 16	ESTOPPEL CERTIFICATES	5
Article 17	DEFAULT	5
Article 18	CONDEMNATION	6
Article 19	SHORT FORM LEASE	6
Article 20	SIGNS	6
Article 21	SUBORDINATION	6
Article 22	RESTRICTIVE COVENANTS	6
Article 23	NOTICES	7
Article 24	GENERAL PROVISIONS	7

EXHIBIT A attached:

Legal Description of Shopping Center Unnumbered

EXHIBIT B attached:

Plot Plan Unnumbered

EXHIBIT C attached:

Construction Unnumbered

EXHIBIT E attached:

Maintenance of Parking and Common Areas Unnumbered

LEASE

LEASE, made November 6, 1978 by and between Mackey-Koenig Development

Company, a California general partnership (hereinafter called "Landlord"),
and ALPHA BETA COMPANY, a Delaware corporation (hereinafter called "Tenant").

WITNESSETH:

That upon the terms and conditions and in consideration of the mutual obligations herein contained, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, a portion of that land described in Exhibit A attached hereto. Said land is to be, or has been developed as a shopping center in accordance with the plot plan attached hereto as Exhibit B. That portion of the land hereby demised to Tenant is outlined in red on said Exhibit B. A precise legal description of the demised premises is to be prepared by Landlord and approved by Tenant prior to the commencement of the term hereof and shall be attached hereto as Exhibit A-1. The demised premises shall include the building, dock area, sidewalk and other improvements now existing upon the demised premises or which are to be constructed upon the demised premises in accordance with the terms of this Lease, which building and improvements are hereinafter sometimes collectively referred to as "the building."

Article 1 TERM

The term of this Lease shall be for a period of twenty (20) Lease years. The term "Lease year" as used herein shall mean a period of twelve (12) successive calendar months except that if the term commences on a day other than the first day of a calendar month, then the initial fractional month, together with the next succeeding twelve (12) calendar months, shall constitute the first Lease year. Said term shall commence on the day upon which Tenant first opens for business on the demised premises, or thirty (30) days after the building has been completed, whichever date first occurs, provided, however, that the minimum annual rental shall not be payable until the building is completed. The building shall be deemed completed when it has been accepted in writing by Tenant, which acceptance shall be given when construction has been completed in substantial conformity with the approved plans and specifications therefor, and a certificate of occupancy for a supermarket has been issued by the governing regulatory agency. The entry of Tenant into the building for the purpose of fixturing or stocking shall not constitute its acceptance of the building. If within two (2) years from the date of this Lease the term of this Lease has not commenced, Tenant shall have the right to terminate this Lease. If within five (5) years from the date of this Lease the term of this Lease has not commenced, the Lease shall thereupon terminate and the parties shall be relieved of all further obligation arising hereunder.

Article 2 RENT

Tenant shall pay to Landlord as annual rent for each Lease year during the term hereof:

A. A fixed minimum rental in amount of - See Addendum #1

which shall be paid in equal monthly installments in advance on the first day of each calendar month. In the event the initial Lease year includes more than twelve (12) calendar months, the fixed minimum rental for such Lease year shall be appropriately adjusted. The rent for the initial fractional month, if any, shall be due and paid together with the rent for the first full calendar month.

B. A sum equal to the amount by which ~~100%~~ of Tenant's gross sales (as gross sales are hereinafter defined) made during each Lease year exceeds the fixed minimum rent paid for such year and the amount expended by Tenant for fire insurance premiums, real property taxes and assessments, and parking and common area taxes and expenses during said Lease year. Within sixty (60) days after the close of each Lease year, Tenant shall submit to Landlord a statement indicating the amount of its gross sales for said Lease year and the amount expended for fire insurance premiums, ~~rent tax if any~~, common area expenses, and taxes relating to said Lease year, and shall accompany said statement with a payment of the percentage rental due, if any.

"Gross sales," is defined as the selling price of all merchandise or services sold in or from the demised premises by Tenant, its subtenants, licensees, and concessionaires, whether for cash or for credit, excluding, however, the following:

- (1) The sales price of all merchandise returned and accepted for full credit or the amount of the cash refund or allowance made thereon;

LANDLORD'S INITIALS

TENANT'S INITIALS

[Handwritten initials]

[Handwritten initials]

1 - 1/4% of the first Fourteen Million Dollars (\$14,000,000), one percent (1%) of the next One Million Five Hundred Thousand Dollars (\$1,500,000) and 3/4% over Fifteen Million Five Hundred Thousand Dollars (\$15,500,000)

[Handwritten signature]

- (2) The sums and credits received in settlement of claims for loss or damage to merchandise;
- (3) Sales taxes, so-called luxury taxes, excise taxes, gross receipt taxes, and other similar taxes now or hereafter imposed upon the sale of merchandise or services, whether added separately to the selling price of merchandise or services and collected from customers or included in the retail selling price;
- (4) Receipts from public telephones, candy, peanut, gum, postage stamp and beverage vending machines; mechanical entertainment devices, sale of money orders; and the collection of public utility bills, tobacco sales and bottle deposits.
- (5) Receipts from sub-tenants, licensees and concessionaires for the sale of travel services, tours or other excursions.

Tenant shall maintain adequate records for a period of ~~twelve (12)~~ ^{twelve (12)} months after the close of each Lease year (or the purpose of allowing Landlord to verify the reported gross sales for such year. At any time within said ~~twelve (12)~~ ^{twelve (12)} months, Landlord or its agents may inspect such records during normal business hours and in the event an inaccuracy is disclosed, an adjustment shall thereupon be made. In the event a required adjustment results in Tenant's obligation to pay additional rent in excess of Three Hundred Dollars (\$300) Tenant shall reimburse Landlord for Landlord's expense incurred in establishing the inaccuracy.

C. Tenant shall further pay prior to delinquency as additional rent all real property taxes and assessments levied or assessed upon the demised premises during the term hereof. Any tax or assessment relating to a fiscal period a part of which is not included within the term of this Lease shall be prorated so that Tenant shall pay only that portion thereof which relates to the tax period included within the term of this Lease. In the event any assessment may be paid in periodic installments, Tenant shall be responsible only for those installments relating to the period included in this term of this Lease. Tenant may contest the amount or validity of any tax which it is required to pay under the terms of this Lease and may for such purpose institute proceedings in the name of the Landlord, provided, however, such proceedings shall be at Tenant's sole cost and expense and provided further that Tenant shall hold Landlord and the demised premises harmless from the consequences thereof. In the event Tenant obtains a refund, such refund shall belong to Tenant and the percentage rental for the Lease year to which such refund applies shall be adjusted to reflect such refund less the costs and attorneys' fees incurred by Tenant in obtaining such refund. *See Addendum #2

Landlord agrees to attempt to have the demised premises separately assessed and agrees to deliver to Tenant at least ten (10) days prior to delinquency a copy of the tax bill which Tenant is obligated to pay. In the event the demised premises are not separately assessed, the tax bill shall be accompanied with a statement as to Tenant's proportionate share of the bill and a computation as to how said amount was determined. Landlord further agrees to promptly notify Tenant of any written notice received relating to a change in the assessed valuation of the demised premises.

Unless otherwise instructed in writing by Landlord, Tenant shall forward all rental payments payable to Landlord at the address specified in Article 23 hereof.

Article 3 CONSTRUCTION

Landlord agrees to construct the improvements referred to in the attached Exhibit C.

Article 4 POSSESSION and USE

It is Tenant's intention to use the demised premises for the purpose of conducting and carrying on the business of a supermarket or such other lawful business as Tenant may from time to time deem advisable. As long as the premises are being used for the operation of a supermarket, nothing herein contained shall be construed as a limitation upon Tenant's right to sell all those products customarily sold by Tenant's other supermarkets at the present time, and such products as Tenant in the future deems advisable to sell. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as a representation either expressed or implied that Tenant shall continuously operate a business of any type at the demised premises. **See Addendum #3

Article 5 MECHANICS' LIENS

Tenant will pay for all work performed on the demised premises by its employees or its contractors and shall indemnify, defend, and hold the Landlord harmless from all liability resulting from any lien or claim of lien arising out of such work. Tenant shall have the right, at its sole cost and expense, to contest the validity of any such lien or claimed lien. Should a lien be filed against the demised premises or any other action affecting title thereto be commenced, the party first receiving notice thereof shall immediately give written notice to the other party.

LANDLORD'S INITIALS

[Signature]

TENANT'S INITIALS

[Signature]

- 2 -

***after posting a bond or otherwise protecting Landlord's interest against foreclosure.

11/27/50

Article 6 UTILITIES

Tenant shall pay for all water, gas, power, telephone, ^{sewer} and other utilities used on the demised premises by Tenant and may prior to the commencement of the term of this Lease arrange for such services. Landlord agrees that it will provide separate metering for all utilities serving the Tenant. ~~The interruption of utility service to the demised premises shall not permit the withholding of rent if the cause of the interruption was beyond the reasonable control of the~~ Landlord.

Tenant covenants and agrees to indemnify and hold Landlord harmless from any and all liability resulting from Tenant's use and occupation of the demised premises or resulting from any repairs or alterations which Tenant may make upon the demised premises. The foregoing indemnity shall not apply to any loss, claim of loss, damage, liability, or expense, arising out of or resulting from any act, negligence, or omission of Landlord or its agents, contractors, subcontractors, or employees.

Tenant shall at its cost and expense maintain fire and extended coverage insurance throughout the term of this Lease in an amount equal to at least ninety percent (90%) of the replacement value (exclusive of foundation and excavation costs) of the building and improvements hereby demised. The proceeds of said policy shall be payable to Landlord and Tenant as their respective interests may appear. Tenant agrees that upon Landlord's request it will procure a mortgagee loss payable endorsement to said policy, provided that any policy proceeds paid to such mortgagee shall be available for reconstruction in accordance with the terms of this Lease. It is further understood and agreed that Tenant hereby waives any right of recovery from Landlord, its officers and employees, and Landlord hereby waives any right of recovery from Tenant, its officers or employees for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement.

Tenant shall at its cost and expense maintain general public liability insurance, naming Landlord as an additional insured, insuring against claims for bodily injury, death, or property damage occurring in or about the demised premises, ~~with limits of not less than \$200,000 in respect to injury or death of one person, and to the limit of not less than \$400,000 in respect to any one accident and to the limit of not less than \$50,000 in respect to property damage.~~

Tenant's obligations to insure may be provided by appropriate amendment, rider, or endorsement on any blanket policy or policies carried by Tenant and Tenant shall have the option to include a self-insured deductible amount for which Tenant shall assume full responsibility. Tenant agrees to deliver to Landlord certificates of insurance evidencing Tenant's compliance with the foregoing covenants. Upon Landlord's written request duplicate copies of such certificates of insurance will be delivered to Landlord's mortgagees. Said certificates shall provide that said insurance may not be cancelled except upon ten (10) days prior written notice to Landlord and Landlord's mortgagees.

With the exception of the demised premises themselves, Landlord shall at its cost and expense maintain or cause to be maintained fire and extended coverage insurance throughout the term of this Lease in an amount equal to at least ninety (90%) percent of the replacement value (exclusive of foundation and excavation costs) covering all of the buildings and improvements now or at any time during said term owned or controlled by Landlord and located upon the shopping center of which the demised premises are a part. Landlord further agrees that if any of said buildings or improvements are damaged or destroyed by a cause so insured, the proceeds of such insurance shall, to the extent of such proceeds are necessary therefor, be applied to such repair or reconstruction. Landlord agrees to have attached to such insurance policies a subrogation waiver in favor of Tenant, its officers, agents, employees, subtenants or concessionaires. *a combined single limit of not less than \$500,000 for personal injury and property damage.

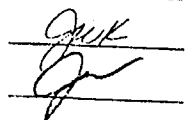
Article 8 QUIET ENJOYMENT

Landlord warrants that it now has or will have at the commencement of the term of this Lease sufficient title to the property affected by this Lease to make this Lease for the term set forth herein. Landlord covenants and agrees that as long as Tenant is not in default under the terms of this Lease, Tenant shall have quiet and peaceful possession of the demised premises and shall enjoy all of the rights herein granted without interference. Landlord further covenants that at the commencement of the term of this Lease there will be no zoning ordinance or other ordinance, restriction, easement, or other title matter not previously approved by Tenant in writing which will restrict Tenant's normal operation of a supermarket as provided for in this Lease. If within ~~two (2) years~~ ^{ninety (90) days} from the date of this Lease Landlord has not acquired sufficient title to the property affected by this Lease to make this Lease for the term set forth herein, or if there are any ordinances, restrictions, easements, or other title matters not previously approved by Tenant in writing which will restrict Tenant's normal operation of a supermarket, Tenant may, at its option, at any time thereafter terminate this Lease by written notice to Landlord.

Article 9 ALTERATIONS

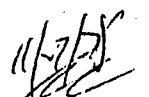
Landlord agrees that Tenant may at its own expense make such alterations, additions, and changes to the demised premises as it may deem necessary, provided, however, that any single alteration, addition, or change costing in excess of \$25,000, or which affects the exterior elevations of the shopping center or the structural integrity of the building must be first approved in writing by the Landlord. Such alterations, additions, or changes shall become a part

LANDLORD'S INITIALS



TENANT'S INITIALS





of the demised premises and upon the termination of this Lease Tenant shall not have the right, nor be required, to remove the same. ~~It is further provided that Tenant shall not be required to remove the same until the expiration of the term of this Lease and the term of this Lease shall be extended by the period for which the building is damaged or destroyed, but such period shall not exceed six (6) months.~~ ^{so long as Tenant is not in default and}

Article 10 COMPLIANCE with LAWS

Tenant shall comply with all laws, ordinances, rules, or regulations of any governmental authority pertaining to the use or occupancy of the demised premises. Tenant reserves the right, however, to contest the validity of any law, ordinance, rule or regulation prior to compliance.

Article 11 FIXTURES and PERSONAL PROPERTY

Tenant may install and affix to the demised premises such fixtures and equipment as Tenant deems desirable and all such fixtures and equipment shall remain the property of Tenant ~~and may be removed at any time~~ ^{so long as Tenant is not in default and} provided that Tenant, at its expense, shall repair any damage caused by reason of such removal. Tenant shall pay all taxes levied or assessed against such fixtures and equipment, including any fixtures or equipment installed by Landlord at Tenant's request.

Article 12 ASSIGNING, MORTGAGING, SUBLETTING

Tenant shall not assign its interest in this Lease or sublet more than one-third of the building without first obtaining the prior written consent of the Landlord, provided, however, Landlord's consent shall not be required for an assignment or subletting of Tenant's interest made at any time after the expiration of the first ten (10) years of the term hereof or in connection with a transfer to Tenant's parent company or to a wholly-owned subsidiary of Tenant or its parent company or in connection with a corporate merger, reorganization, or consolidation to which Tenant is a party, or in connection with the sale of all or a major part of Tenant's entire business. Nothing herein contained shall relieve Tenant of its liability for the full performance of all the terms, covenants, and provisions contained in this Lease.

Article 13 REPAIRS, MAINTENANCE, and RECONSTRUCTION

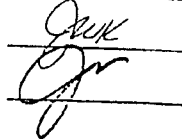
Except as in this Lease otherwise provided to the contrary, Tenant shall maintain the demised premises in good condition and repair. Upon the expiration of the term of this Lease, Tenant shall surrender the demised premises in the same condition as when received subject only to the effect of reasonable wear and tear.

Landlord shall repair at its expense all damage to the demised premises caused by subsidence and shall maintain in good condition and repair the roofing, canopy and other structural portions of the building (which are hereby defined to mean the foundations, exterior walls, columns, roof structure and all members supporting floors or roof), and shall repair at its expense all damage to the demised premises caused by any defects in the structural portion of the building or Landlord's failure to keep said structural portions in good condition and repair. Landlord agrees, at its expense, to repair all damage to the Parking and Common area caused by subsidence or failure of the Landlord to construct the Parking and Common area in accordance with Exhibit C. All repairs to be performed by the Landlord shall commence within thirty (30) days after written notice of the necessity therefor has been given by Tenant and if Landlord has not commenced the necessary repairs within said thirty-day period, Tenant may thereafter make such repairs at the expense of Landlord. Landlord further agrees that Tenant may without notice make emergency roof repairs costing not in excess of \$1,000 at Landlord's expense.

Landlord shall promptly and diligently repair or reconstruct the building in accordance with the provisions of Exhibit C of this Lease in the event it is damaged or destroyed by fire or other casualty, and all proceeds from insurance carried in accordance with the Lease shall be available to the Landlord for said repair or reconstruction, provided, however, if during the last three (3) years of the term of this Lease the building is damaged as a result of fire or other casualty to an extent in excess of twenty-five percent (25%) of its then replacement cost (excluding foundations), Landlord may within thirty (30) days following the date such damage occurs terminate this Lease by written notice to Tenant. If Tenant has an unexercised option to extend the term of this Lease and within thirty (30) days following the destruction exercises such option, Landlord shall promptly thereafter commence the necessary repair or reconstruction of the building.

The foregoing to the contrary notwithstanding, if the building is damaged or destroyed to an extent of more than twenty-five percent (25%) of its then replacement cost (excluding foundations) as a result of a casualty not insured against, Landlord may within thirty (30) days following the date of such destruction terminate this Lease upon written notice to Tenant; provided, however, that in the event Tenant shall notify Landlord within thirty (30) days after a notice of termination has been received, that Tenant elects to repair or reconstruct the building, this Lease shall not terminate regardless of Landlord's notice of termination and Tenant shall promptly repair or reconstruct the building. Any funds expended by Tenant for said repair or reconstruction shall be recoverable by Tenant from percentage rent, if due under Article 2B hereof. If this Lease is so terminated, Tenant shall surrender possession of the

LANDLORD'S INITIALS



TENANT'S INITIALS



11/27/82

premises within thirty (30) days following receipt of Landlord's notice of termination and Tenant's obligation to pay rent shall terminate as of the date of such destruction.

During the period of Landlord's repair or reconstruction, all rent shall abate from the date of such damage until the date the premises are completely restored, and a certificate of occupancy obtained from the appropriate governmental authority, provided, however, if Tenant continues the operation of its business, the rent shall be equitably adjusted during the period of repair or reconstruction. Landlord covenants and agrees that it will indemnify and save Tenant harmless from all liability whatsoever on account of any damage, injury, claims, or demands due to Landlord's repair or reconstruction of the premises.

Article 14 EXTENSIONS of TERM

Tenant shall have six (6) successive options to extend the term of this Lease, each for a period of five (5) years. Each of said options shall be exercised by written notice delivered to the Landlord not less than six (6) months prior to the expiration of the then unexpired term. ~~During the last five option periods the fixed minimum rental provided in Article 2A shall be reduced by one-half, but in all other respects the terms and conditions of this Lease shall remain unchanged during all of said option periods. and the fixed minimum rental provided in Article 2A shall be \$123,000 if the financial covenancy described in Addendum #1 is met~~
Article 15 PARKING and COMMON AREAS and \$120,000 so long as it is not met

Subject to any recorded Declaration of Restriction and Grant of Easement Agreement, if approved by Tenant, Landlord covenants and agrees that the Parking and Common areas shown on Exhibit B shall remain as such throughout the term of this Lease, and that except as herein otherwise provided, no building, fence, wall, signs or other obstructions shall be erected or maintained upon any portion thereof without prior written consent of Tenant. Landlord further covenants and agrees that parking by ^{all} ~~other~~ tenants within the shopping center, and their employees, shall be permitted only in areas as designated by ^{Landlord and} ~~Tenant~~, either on Exhibit B or in separate regulations, if any, and that a provision setting forth this restriction will be included in all ~~leases~~ ^{leases} covering any portion of the shopping center which would be affected by this provision. - See Addendum #4

Landlord hereby grants to Tenant for the duration of the term of this Lease a nonexclusive easement, appurtenant to the demised premises, over and upon the Parking and Common areas shown on Exhibit B for the purpose of vehicular ingress and egress, and the parking of the motor vehicles of the customers, patrons, suppliers, licensees, agents and employees of the Tenant, its subtenants, and concessionaires. It is understood and agreed that with respect to that portion of the Parking and Common area included within the demised premises, if any, Landlord hereby reserves a nonexclusive easement for the purpose of vehicular ingress and egress, and the parking of the motor vehicles of the customers, patrons, suppliers, and employees of any other business conducted upon the building area shown on said Exhibit B.

The provisions relating to the maintenance and repair of the Parking and Common areas are set forth in the attached Exhibit E.

Article 16 ESTOPPEL CERTIFICATES

Tenant shall upon Landlord's written request execute and deliver to Landlord a statement certifying that this Lease is in full force and effect in its original form or is in full force and effect as modified and, if applicable, the date to which the rent has been prepaid. It is intended that such statement may be relied upon by any person acquiring any interest in the demised premises.

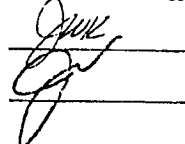
Article 17 DEFAULT

If Tenant should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days (or fifteen (15) days in event of a default resulting from nonpayment of rent) after receipt of written notice from Landlord specifying such default, or if such default is of a nature to require more than thirty (30) days to remedy and continues beyond the time reasonably necessary to cure, Landlord may in addition to any other remedy available at law upon written notice terminate this Lease and retake possession of the demised premises and remove all persons and property therefrom.

If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than thirty (30) days to remedy and continues beyond the time reasonably necessary to cure, Tenant may at its option upon written notice terminate this Lease or may incur any expense necessary to perform the obligation of Landlord specified in such notice and deduct such expense from the rent next becoming due. Landlord's performance of each and every of its covenants and agreements herein contained shall be a condition precedent to Landlord's right to collect rents or enforce this Lease.

If the demised premises or any part thereof are at any time subject to a first mortgage or a first deed of trust and this Lease or the rentals due hereunder are assigned in connection with such mortgage or trust deed and Tenant is given written notice thereof, including the post office address of such assignee, Tenant agrees that it will concurrently

LANDLORD'S INITIALS



TENANT'S INITIALS

11/27/83

with the giving of any notice of default to Landlord, mail a duplicate of such notice to such assignee. Tenant further agrees that in the event of such assignment it will not exercise its right to cancel this Lease because of Landlord's default without first giving such assignee additional written notice of its intention to so cancel and affording such assignee a reasonable period after the giving of such notice to cure said default on behalf of the Landlord.

It is expressly understood and agreed that in the event Tenant makes an assignment for the benefit of creditors or if any proceedings are commenced under the provisions of the Bankruptcy Act whereby Tenant sues to be, or would be, discharged of its debts or the payment of its debts are sought to be delayed, this Lease shall not become an asset in such proceedings and the commencement of such proceedings shall be deemed a default by Tenant under the provisions of this Lease.

Article 18 CONDEMNATION

If, during the term of this Lease, as a result of a condemnation proceeding, or transfer in lieu thereof, any portion or interest in the shopping center, including, without limitation, the leased premises, the common areas and the other buildings in the shopping center, is taken, and such taking renders the demised premises unsuitable for the operation of a supermarket in like manner as Tenant's other supermarkets, Tenant may within thirty (30) days following the date of such taking, terminate this Lease upon written notice to the Landlord. Nothing herein contained shall prevent Landlord and Tenant from prosecuting claims in any condemnation proceedings for the value of their respective interests. In the event of a taking which does not result in a termination of this Lease, the minimum annual rental shall be equitably adjusted and the Landlord shall be entitled to the entire condemnation award, except that amount necessary, if any, to compensate Tenant for the taking of its fixtures and equipment, and Landlord shall promptly and diligently restore the premises to as near their condition prior to such taking as is reasonably possible.

Article 19 SHORT FORM LEASE

*See Addendum #5

Concurrently with the execution and delivery of this Lease, the parties shall execute a short form of this Lease which shall be recorded by Tenant.

Article 20 SIGNS

Subject to any Declaration of Restrictions and Grant of Easements Agreement, and all governmental approvals, Tenant shall have the right to erect and maintain upon the demised premises and Parking and Common areas all signs and other promotional materials that it deems appropriate to the conduct of its business, including the exclusive right to install and maintain its sign upon the sign tower referred to in the attached Exhibit C. Landlord agrees that without Tenant's prior written consent, no signs or advertising matter of any nature other than Tenant's shall be permitted upon any part of the Parking and Common areas shown on the attached Exhibit B.

Article 21 SUBORDINATION

Tenant agrees upon Landlord's request to subordinate this Lease to any first lien placed by Landlord upon the demised premises with an insurance company, bank, or other institutional lender, provided that such lien by its terms provides that if Tenant is not then in default under this Lease, this Lease shall not terminate as a result of the foreclosure of such lien. In the event there is an existing lien capable of foreclosure (excluding current taxes) upon the demised premises which is superior or prior to this Lease, the term of the Lease shall not commence until such time as said lien has been subordinated to the interest of Tenant hereunder or until such time as said lien has been amended to include the above provision regarding non-termination of this Lease, unless Tenant shall elect to waive this provision.

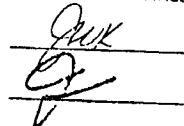
Tenant shall have the right but shall not be obligated to remedy any default on the part of Landlord in the payment or payments due under any lien or encumbrance which is superior or prior in time to Tenant's estate hereunder and Tenant shall have the right to deduct the amount thereof from the rent then next becoming due.

Article 22 RESTRICTIVE COVENANTS


Throughout the term of this Lease, or any extension thereof, Landlord covenants and agrees that none of the uses listed in the last paragraph of this Article and incorporated herein shall be conducted upon the balance of the shopping center shown on Exhibit B; provided, however, that a candy store, liquor store, or conventional restaurant, may be conducted within the shopping center shown on Exhibit B, but not more than twenty five per cent (25%) of the front footage of the shopping center, not including Tenant's building, shall be devoted to such use. It is understood that this restriction is placed upon the balance of the shopping center for the express benefit of the demised premises and shall constitute a servitude upon said property which shall be binding upon any person acquiring any interest in any part of said property. It is further understood that no tenant in the shopping center will use sound amplification equipment without the written consent of Tenant. **without the written consent of Tenant

~~Landlord further covenants and agrees that throughout the term of this Lease no business devoting more than 2,000 square feet to the sale of unprepared food for off premises consumption shall be operated on any property~~

LANDLORD'S INITIALS



TENANT'S INITIALS



11/2/85

~~owned or controlled by Landlord which is within one mile of the demised premises, and further agree that in the event of the sale, lease or gift by Landlord of any property so situated, Landlord will include this restriction in such lease or instrument of conveyance. It is understood that this restriction shall not apply to any bank, savings and loan association, or insurance company which acquires title to the demised premises by reason of foreclosure. It is further expressly agreed by Tenant that it will not contest this Lease by reason of Landlord's violation of this covenant.~~

The uses restricted by this Article 22 are:

Places of entertainment or recreation: drive-in, drive-thru, or take-out restaurants; beer bar or business selling alcoholic beverages for on-premises consumption; ~~business for the sale of foods for off-premises consumption~~; bath; massage parlor; school; medical, dental or other professional office; motorcycle shop; any business excluding minors.

Article 23 NOTICES

Any notice to be given or served in connection with this Lease shall be in writing and may be served by personal delivery upon a party, or upon a corporate officer thereof, or may be served by certified mail addressed as follows:

To Landlord: Mackey-Koenig Development Company,
a California general partnership
3848 Carson Street, Suite 215
Torrance, California 90503

To Tenant: ALPHA BETA COMPANY
777 South Harbor Boulevard
La Habra, California 90631

Article 24 GENERAL PROVISIONS

The parties hereto agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each instance and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Should any legal action be commenced in connection with this Lease, the prevailing party in such action shall be entitled to recover in addition to court costs such amount as the Court may adjudge as reasonable attorney's fees.

Any sum accruing to Landlord or Tenant under the provisions of this Lease which shall not be paid when due shall bear interest at the highest rate permitted by law from the date written notice specifying such nonpayment is served upon the defaulting party until paid.

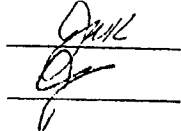
If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association between the parties other than Landlord and Tenant.

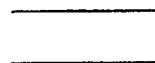
All references to the term of this Lease shall include any extension of such term.

Time is of the essence in the performance of each provision of this Lease.

LANDLORD'S INITIALS



TENANT'S INITIALS



11/2/73

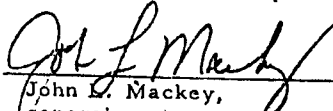
Upon the expiration or earlier termination of this Lease, Tenant agrees to deliver a quitclaim deed in favor of Landlord releasing its interest in the demised premises.

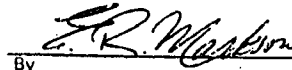
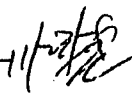
The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies afforded by law. The waiver of the performance of any covenants, term, or condition of this Lease by Landlord or Tenant shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this Lease on the day and year first above written.

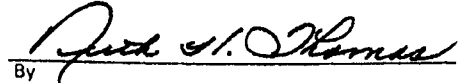
Mackey-Koenig Development Company,
a California general partnership

ALPHA BETA COMPANY
a Delaware corporation

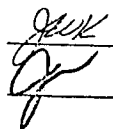

John L. Mackey,
general partner


By  11/27/82
Vice President


John W. Koenig,
general partner
LANDLORD


By
Secretary
TENANT

LANDLORD'S INITIALS



TENANT'S INITIALS

LEGAL DESCRIPTION OF SHOPPING CENTER

(To be supplied and initialled by
Landlord and Tenant)

EXHIBIT A

11/27/88
[Signature]

LEGAL DESCRIPTION OF SHOPPING CENTER

(To be Supplied and Initialed by Landlord and Tenant)

All of the described parcel of land in Section 12 of Township 15 South, Range 13 East of the Gila and Salt River Base and Meridian, Pima County, Arizona described as follows:

BEGINNING at the Southwest corner of said Section 12; thence North 00° 03' 58" East along the west line of said Section 12 a distance of 290.79 feet to a point;

THENCE turning right angles to said line, South 89° 56' 02" East, a distance of 30 feet to a point on the easterly right-of-way line of South 12th Avenue as shown in Book 5 of Road Maps at Page 1, Pima County; said point being the TRUE POINT OF BEGINNING.

THENCE North 00° 03' 58" East and parallel to the west line of said Section 12 a distance of 254.98 feet to a point;

THENCE North 88° 52' 00" East a distance of 600.37 feet to a point;

THENCE South 00° 03' 47" East a distance of 470.10 feet to a point on the North right-of-way line of Valencia Road;

THENCE South 88° 52' 00" West and parallel to said Valencia Road, a distance of 441.40 feet to a point;

THENCE North 00° 03' 58" East a distance of 165.10 feet to a point;

THENCE South 88° 52' 00" West a distance of 160.03 feet to a point on the Easterly right-of-way line of said South 12th Avenue.

THENCE North 00° 03' 58" East and parallel to said west line of Section 12, a distance of 50.02 feet to the TRUE POINT OF BEGINNING.

JACK
11/4/00

10/1/00
[Signature]

Exhibit A

LEGAL DESCRIPTION OF DEMISED PREMISES

(To be supplied and initialled
by Landlord and Tenant)

EXHIBIT A-1

11/2/58

LEGAL DESCRIPTION OF DEMISED PREMISES

(To be supplied and initialed
by Landlord and Tenant)

All that part of Amended Parcel 1 located in the Southwest Quarter of Section 12, Township 15 South, Range 13 East, Gila and Salt River Base and Meridian, more particularly described as follows:

Beginning at the Northeast corner of said Parcel 1, said point also being the Northwest corner of Lot A as shown on Fiesta Park, as recorded in Book 14 on Page 57 of Maps and Plats; thence South 88°52'00" West along the South line of that alley shown on said Fiesta Park a distance of 119.2 feet to a point;

Thence turning right angles to said line, South 01°08'00" East, a distance of 25.0 feet to a point on line with the outside edge of the North wall of the Alpha Beta Market, said point also being the TRUE POINT OF BEGINNING;

Thence Southerly along the outside edge of the East wall of said Alpha Beta a distance of 117.0 feet to a point;

Thence continue Southerly along said line a distance of 60.0 feet to a point being on the front building line of said Alpha Beta;

Thence continue Southerly along said line a distance of 17.0 feet to the South edge of a sidewalk;

Thence Westerly along said South edge of sidewalk a distance of 190.0 feet to a point;

Thence Northerly along a line parallel with previous described Southerly line a distance of 17.0 feet to a point on the front building line of said Alpha Beta;

Thence continue along said line a distance of 70.67 feet to a point;

Thence continue along said line and along the outside edge of the West wall of said Alpha Beta a distance of 106.33 feet to a point on line with the outside edge of the said North wall;

Thence Easterly along said outside edge a distance of 190.0 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 36,822 square feet.

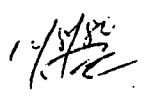


Exhibit A-1

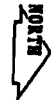
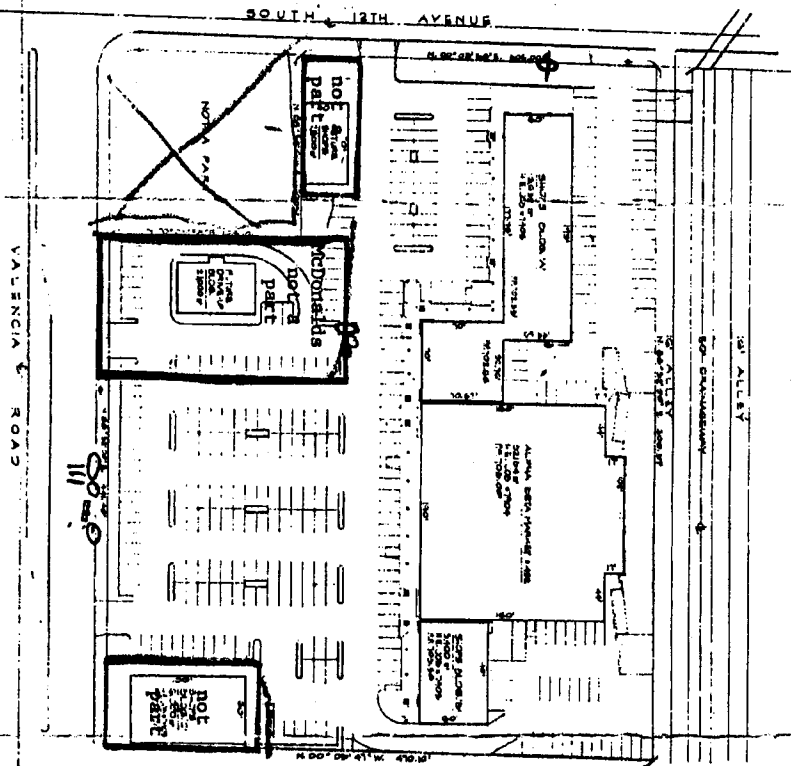
SUMMARY

NO. ACRES	24.1, 000±
BLDG. AREA	87,101±
LAND: BLDG. RATIO	2.75 TO 1
COB. ROADWAY	950
COB. BLDG. RATIO	1/125±



McKee-Koenig
 DEVELOPMENT COMPANY
 3000 GARDEN STREET, SUITE 210
 HOUSTON, TEXAS 77056-2100

SITE PLAN
 SCALE: 1"=400'



HAUGAARD ELROD ARCHITECTURE & PLANNING 321 EAST WALNUT STREET PASADENA, CALIF. 91101
 SUITE 210 PARK CENTER (714) 861-4370 793 312

LEAVING SITE PLAN COMMERCIAL DEVELOPMENT VALENCIA ROAD SOUTH 12TH AVE. TUCSON, ARIZONA		REVISION 1 1	
--	--	---------------------------	--

"B"

Landlord agrees that it will, at its sole cost and expense, construct the following described improvements in accordance with the hereinafter referred to plans and specifications:

1. The erection upon the demised premises of a one-story building, herein referred to as "Tenant's building," having a ground floor area of approximately 32,134 square feet, with a machine platform of approximately 1,200 square feet in area, a loading dock, and
2. The construction of an automobile parking lot, service drive and well, sidewalks and other common area improvements complete with paving, parking lot lighting, striping, and including entrance signs, bumpers, perimeter walls, landscaping, irrigation system, and traffic directional signs which shall be completed at least thirty (30) days prior to the date Tenant first opens for business; and
3. All necessary off site improvements including but not limited to paving, curbs, curb cuts, sidewalks, walls, fences, storm drains, sewers, other public utilities, and landscaping which shall be completed at least thirty (30) days prior to the date Tenant first opens for business.

The above improvements shall be constructed in accordance with plans and specifications prepared by a licensed architect selected and employed by Landlord and approved in writing by Tenant, which approval shall not be unreasonably withheld. In addition to the plans and specifications, the material and color of the exterior walls and finish shall be selected by architect and approved in writing by Tenant. The material and color of the interior walls and finishes shall be selected by Tenant. Within sixty (60) days after written request by Landlord's approved architect, Tenant shall deliver to said architect drawings outlining in reasonable detail Tenant's requirements as to the interior layout of Tenant's building, its sign requirements, and applicable specifications and construction standards. Thereafter, Landlord's architect shall promptly prepare plans and specifications based upon the information furnished by Tenant and upon the description of Landlord's and Tenant's work which is a part hereof. * Haugaard/Elrod is an approved architectural firm for Tenant's building.

In the preparation of the plans and specifications of the above improvements the architect shall consult with Tenant to the extent necessary to produce plans and specifications satisfactory to Tenant and shall furnish such prints as Tenant may require to coordinate the work. When the plans and specifications have been completed and approved by Tenant's signature affixed thereon, they shall become a part of this Lease by reference and referred to as Exhibit D. The plans and specifications approved by Tenant shall be deemed also approved by Landlord. It is understood that Tenant's approval shall constitute approval only of the incorporation of Tenant's requirements and shall in no way be construed to be an approval of compliance with building codes, local ordinances, or as a detailed check of the architect's drawings. Landlord shall warrant that the plans and specifications prepared by the licensed architect comply with all applicable governmental rules and regulations. In addition to a set of the final approved and signed plans and specifications, Landlord shall provide Tenant with three additional complete sets of said approved plans and specifications, and upon approval by Tenant in writing, two sets shall be returned to Landlord, one of which shall be retained at the construction site. Upon completion of the building and on and off site improvements and prior to the filing for record of the notice of completion, Landlord's architect shall deliver to Tenant one set of reproducible tracings/calculations and specifications for the building, together with the general contractor's as-built drawings. No variation from the approved plans and specifications shall be made without the prior written approval of both Landlord and Tenant. ***reflecting all deviations from the approved plans and specifications

Prior to awarding the construction contract, Landlord shall obtain Tenant's written approval, which approval shall not be unreasonably withheld, of a bid list of at least three licensed General Contractors to be used in connection with the construction of Tenant's building and the Parking and Common areas. Landlord shall provide Tenant with a detailed cost breakdown of building and common area costs, and Tenant shall approve the final contract.

Landlord shall commence construction within three (3) months after the plans and specifications have been approved. If in the event Landlord does not commence construction within said time, Tenant may, at his option at any time thereafter prior to the commencement of construction, terminate this Lease by written notice to Landlord. After commencement of construction Landlord shall thereafter have twelve (12) months in which to complete said construction and all work herein assumed by Landlord, and if not completed within said twelve (12) months, or if for any reason whatsoever construction of the above improvements has not been completed within three (3) years from the date of this Lease, Tenant may, at his option, at any time thereafter prior to the completion of construction, terminate this Lease by written notice to Landlord. The time limits herein set forth shall be extended by a period of time equal to the time during which construction is delayed by Acts of God or other causes beyond the control of Landlord, except financial *** by all governmental agencies and Tenant

During construction Tenant shall at all times have access to the project for the purpose of making inspections of the work in progress. Nothing herein contained shall be construed as an obligation upon Tenant to make such inspections and it is expressly agreed that it is Landlord's sole obligation to insure that the construction is completed in compliance with the approved plans and specifications.

Tenant and Tenant's contractors shall have the right to enter the demised premises and upon the Common areas during construction for the purpose of installing fixtures, refrigeration, and other items of Tenant's work as hereinafter set forth. Tenant's entering the demised premises and common areas for such purposes shall in no way be construed or deemed to be acceptance of the building by the Tenant.

LANDLORD'S INITIALS

Exhibit C

TENANT'S INITIALS

[Handwritten signature]

11/2/78

Landlord agrees to obtain from the General Contractor and from all Subcontractors a one-year written guarantee against defects in materials or workmanship and also reproducible "as-built" drawings covering the work performed. All guarantee periods shall commence when Tenant opens for business. Concurrently with Tenant's acceptance of the demised premises and common areas or within two months thereafter, Landlord shall deliver to Tenant all such guarantees relating to those items Tenant is obligated to maintain and repair under the provisions of this Lease. Landlord agrees to cooperate with Tenant in enforcing such guarantees in the event the need arises. Landlord shall assume full responsibility for all materials and workmanship until all written guarantees are delivered to Tenant.

Prior to the commencement of the term of this Lease, Landlord covenants and agrees that it will indemnify and save Tenant harmless from all liability whatsoever on account of any damage, injury, claims or demands arising out of the construction of the improvements required by this Lease; provided, however, such indemnity shall not apply to any loss resulting from any willful act or from the negligence of Tenant, its contractors, subcontractors, and employees. Landlord shall obtain or cause to be obtained course-of-construction general public liability insurance against claims for personal injury, death, or property damage occurring in or about the construction project with limits of not less than ~~Two Hundred Thousand Dollars (\$200,000) in respect to injury or death of one person and to the limit of not less than Four Hundred Thousand Dollars (\$400,000) in respect to any one accident and to the limit of not less than Fifty Thousand Dollars (\$50,000) in respect to property damage.~~ It is expressly understood that said insurance shall include Tenant as an additional insured and shall be endorsed to the effect that such insurance is primary and that any other insurance carried by Tenant shall be considered noncontributing and excess. *with a combined single liability limit of not less than \$500,000 for both personal injury and property damage.

In addition to the construction provided for in the approved plans and specifications, Landlord further agrees that it will complete construction of an additional one-story masonry, frame and stucco, or concrete tilt-up building or buildings within the Shopping Center ~~having not less than~~ ~~front feet and~~ containing not less than 15,000 square feet, located within the building area designated on Exhibit B. Said building or buildings shall be

~~completed prior to or concurrently with the commencement of the term of this Lease and, excluding the free standing buildings as shown on Exhibit B, 7,000 front/square feet of said building or buildings shall be leased, occupied and open for business for a term of not less than three (3) years with the Lease term and payment of rent commencing not later than the commencement of the term of this Lease.~~ Landlord agrees that no rental shall accrue, pursuant to Article 2A hereof, until such time as this requirement has been met, nor shall any gross sales made by Tenant prior to Landlord's compliance with this requirement be included when computing the percentage rental as called for in Article 2B hereof. That part of the building or buildings not required to be leased shall be deemed "complete" when the exterior walls and roof are completed, provided that all open store fronts shall be barricaded and painted to Tenant's satisfaction. Landlord further agrees that any additional buildings to be erected in the future within the Shopping Center will be of one-story masonry, frame and stucco, or concrete tilt-up construction, and will be constructed in such a manner as to generally conform to the architectural design of the balance of the Shopping Center.

The approved plans and specifications shall set forth in detail the work required to be done at Landlord's expense and direction and the work to be done at Tenant's expense and direction, which work shall include but not be limited to the following items:

LANDLORD'S WORK

- (a) The installation and connection of all utilities with service available from such utilities to Tenant's satisfaction;
- (b) All necessary off-site improvements including but not limited to paving, curbs, curb cuts, sidewalks, lighting, and landscaping;
- (c) All necessary on-site improvements including, but not limited to, grading, paving, drainage and other structures, striping, direction arrows, other required markings, lighting, planters, landscaping, and required walls;
- (d) A reinforced 6-inch concrete slab depressed approximately 4 feet with necessary ramps approximately 36 feet in width across the rear of Tenant's building, complete with such walls, loading dock, ramps and drainage facilities as may be required;
- (e) If required by Tenant or any governmental authority having jurisdiction thereover, an automatic fire extinguishing system complete with hydrants, valves, etc., with a water supply adequate to service said system, and Tenant's other requirements. Said system shall be installed so as there will be no deficiency charge relating thereto;
- (f) Erection of a sign structure in accordance with Tenant's design located on the parking area as indicated on Exhibit B or as otherwise indicated by Tenant complete as to necessary foundation, columns, framing and electrical service;
- (g) Refrigerated air-conditioning and heating system for the sales area, office, and rest room areas by a ducted system, including ventilation of service areas.
- ~~(h) Build in insulated walk in cooler and freezer rooms complete with insulated doors and hardware~~
- (i) Rest room facilities with wall-hung toilet fixtures and ceiling-supported toilet partitions;

LANDLORD'S INITIALS

Exhibit C

TENANT'S INITIALS

~~**Included in the covenancy to be in operation at the commencement of the term hereof shall be a state or federally chartered bank or savings and loan occupying at least 3,800 square feet. This institution shall be included in the Shopping Center.~~
A-42, Nov. 9/73, L.A.H. ~~entirely null and void if it is not included in the Shopping Center.~~

- (j) A complete 120/208 volt (minimum) three phase, 4-wire electrical distribution system including but not limited to branch circuits, control panels and outlets, parking lot, canopy, and store lighting complete with fixtures and lamps; complete wiring and controls for mechanical equipment, air-conditioning, main panels, motor control centers, refrigeration compressors and the complete wiring and final connection for all equipment furnished by Tenant; a complete buzzer system according to Tenant's intercommunication system; fly fans at all exterior doors; electric time clocks for automatic control of signs and equipment;
- (k) Final plumbing connection on refrigerated cases, coils, equipment, and fixtures, including connection of hose reels on produce cases;
- (l) Electric drinking fountain, store clock, telephone counter, office desk, security mirrors, sink for meat department, ~~and food prep sink complete with garbage disposal and table as per Tenant's standards.~~
- (m) Construction materials installed per Tenant's standards included but not limited to vinyl asbestos floor tile with rubber, concrete, wood bases, ceramic tile at urinal; low meat partition and custom ceramic tile in areas required; plastic finished "Marlite" panels in colored and wood grained plank and panels with matching trim; automatic door operators and accessories; structural provision for rod hangers, and wood beams for installation of Tenant's meat track and accessories; ~~excludes or~~ seamless cement in meat department areas;
- (n) Trash enclosure areas in accordance with governmental regulations.

TENANT'S WORK

Tenant shall furnish and install, ready for final electrical or plumbing connection by Landlord, the following equipment:

- (a) Refrigerated air cooling system in meat cutting room, produce preparation room, and refrigeration system for walk-in coolers and freezers;
- (b) All refrigerated cases and refrigeration lines including coils, compressors, and condensers;
- (c) Meat track and brackets, switches, scale and accessories;
- (d) All grocery shelving, gondolas, produce fixtures and check stands;
- (e) Intercommunication system installed in conduit provided by Landlord and music system with controls and speakers;
- (f) Time recorder clock (employees' time clock);
- (g) Meat tables, saws, choppers, slicers, grinders, illuminated signs, scales, wrapping machine, and other fixtures and equipment;
- (h) Produce table, and sink complete with garbage disposal.
- (i) Prefabricated, insulated, walk-in cooler and freezer rooms, complete with insulated doors and hardware.

LANDLORD'S INITIALS

[Handwritten signature]

Exhibit C

- 3 -

TENANT'S INITIALS

[Handwritten signature]

11/2/78

MAINTENANCE of PARKING and COMMON AREAS

During the entire term of this Lease and any extensions thereof, Landlord shall maintain and repair the entire Parking and Common areas shown on Exhibit B in a manner satisfactory to Tenant. This obligation on the part of Landlord to maintain said Parking and Common areas in good condition and repair shall, without limiting the generality thereof, include the following:

- (a) Maintaining the surfaces in a level, smooth, and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
- (b) Removing all paper, debris, filth, and refuse and washing or thoroughly sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean, and orderly condition;
- (c) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers, and lines; and operating, keeping in repair, and replacing when necessary such artificial lighting facilities as shall be reasonably required;
- (d) Maintaining any perimeter walls in a good condition and state of repair;
- (e) Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping said areas at all times adequately weeded, fertilized and watered.

Tenant agrees to reimburse Landlord for Tenant's proportionate share of the expense of maintaining and repairing the Parking and Common areas which shall be determined by the ratio of the ground floor area of Tenant's building to the total ground floor area of all the buildings proposed to be constructed within the Shopping Center as shown on Exhibit B. In the event for any reason additional buildings not shown on Exhibit B are at any time constructed within the Shopping Center, the percentage shall be appropriately adjusted as of the day said additional buildings are completed. Such reimbursement will be made quarterly within fifteen (15) days after receipt of a statement from Landlord setting forth all the costs expended by Landlord during the preceding calendar quarter, together with all receipted invoices for work performed. Said costs shall include but not be limited to the following: repairs (including major resurfacing), lighting, cleaning, striping, and other costs of maintaining the Parking and Common areas in a clean and safe condition. ~~It is hereby understood and agreed that said costs shall not include any~~ ~~Twenty-Five~~ ~~Hundred Dollars (\$25,000)~~ ~~single expense in the maintenance of the Parking and Common area in excess of~~ ~~Hundred Dollars (\$100,000) without the prior written consent of Tenant.~~ ~~See Addendum #7~~

~~Tenant shall have the right, but not the obligation, to take whatever legal measures it deems necessary to remove or exclude from the Parking and Common areas any person whose presence thereon is deemed by Tenant to be detrimental to the successful operation of the shopping center.~~

~~Tenant shall have the right, during the term of this lease to enact reasonable rules concerning the conduct and~~ ~~See Addendum #8~~

Tenant further agrees that it shall, for the mutual benefit of Landlord, Tenant, and all other owners and cotenants within the Shopping Center maintain public liability insurance against claims for bodily injury, death, or property damage occurring in or about the Parking and Common areas in the Shopping Center, such insurance to afford protection to the ~~Landlord for the sum of Two Hundred Thousand Dollars (\$200,000) in respect to bodily injury or death~~ ~~Landlord for the sum of Four Hundred Thousand Dollars (\$400,000) in respect to property damage~~ ~~Landlord for the sum of Six Hundred Thousand Dollars (\$600,000) in respect to any one accident and to the~~ ~~Landlord for the sum of Eight Hundred Thousand Dollars (\$800,000) in respect to property damage~~ ~~Such insurance shall be primary~~ ~~and shall~~ ~~be the primary and non-contributing liability insurance carried by other owners and cotenants.~~ Tenant shall bear its proportionate cost of said insurance upon the same basis as hereinabove provided and Landlord agrees to reimburse Tenant for the balance of said cost within fifteen (15) days after request therefor.

It is understood and agreed that Landlord shall pay or cause to be paid all real property taxes and assessments which are levied against the Parking and Common areas except that portion thereof, if any, which is demised to the Tenant. Landlord and Tenant agree that following the payment of such taxes they will make such adjustment as is necessary to accomplish a proration of said taxes on the same basis as herein above provided.

~~Landlord shall have the right to engage a contractor to maintain the Parking and Common areas. Landlord shall give written notice thereof to Tenant, together with a statement from said contractor setting forth the charges, and Tenant shall have the right to secure timely bids from responsible contractors to do work of equal quality. If Landlord elects not to use the contractor selected by Tenant who has made the lowest bid, then that bid of said contractor shall be used for the purpose of determining Tenant's prorata share of the cost of maintaining the Parking and Common~~ ~~See Addendum #9, #10, #11~~

****combined single liability limit of not less than \$500,000 for both personal injury and property damage. Such insurance shall be primary and non-contributing with any other insurance carried by other owners and cotenants, but shall not apply to the operation or use of automobiles owned or hired by other owners or cotenants.**

LANDLORD'S INITIALS

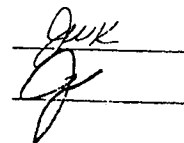


Exhibit E

- 1 -

TENANT'S INITIALS



11/27/88

1. The fixed minimum rental shall be One Hundred Twenty-Three Thousand Dollars (\$123,000) per year so long as a financial institution occupying at least three thousand eight hundred (3,800) square feet is operating within the shopping center. If does not open for business within 3 years of the opening date of the market of said financial institution/discontinues operation on a permanent basis, the minimum rental shall be reduced to One Hundred Twenty Thousand Dollars (\$120,000) per year until the financial institution cotenancy is once again satisfied.

OK. W
JRC

.

4. Tenant may install a cart enclosure system on the sidewalk area of the demised premises so long as access to other stores is not substantially impeded, and any windscreen enclosure at the entry and exit doors that it deems necessary for the protection of the demised premises. Furthermore, Tenant shall have the right to sell seasonal and promotional merchandise in a region of the parking and common areas as outlined on Exhibit B.

[Handwritten signature]

11/7/8

5. A condemnation or transfer in lieu thereof any portion of the area outlined on Exhibit B shall not cause a cancellation of this Lease so long as access to the demised premises is not unduly affected.

6. Landlord's initial contribution to the cost of construction as herein defined shall be Seven Hundred Thirty-Nine Thousand, Eighty-Two Dollars (\$739,082). In the event construction of Tenant's building has not commenced within ten (10) months from the date of this Lease, Landlord's contribution shall increase at the rate of one and one-quarter percent (1¼%) per month until construction begins. However, should any portion of delay in the commencement of construction be caused by Tenant, the time period for the commencement of construction shall be extended by the period of delay caused by Tenant.

In the event the cost of construction as herein defined exceeds Landlord's contribution, Tenant shall have the option to either (a) require Landlord to pay the full cost of construction and increase the fixed minimum rent provided in Article 2A hereof by the excess construction costs multiplied by 10.7% or Landlord's loan constant, whichever is less or (b) pay the excess construction cost and offset the amount paid from any percentage rent which may become due under Article 2B. Tenant shall elect which option to follow within thirty (30) days after the construction contract is awarded.

Notwithstanding the above, should the construction bid selected by Landlord exceed Eight Hundred Thirty-Five Thousand, Four Hundred Eighty-Four Dollars (\$835,484) either Landlord or Tenant shall have the right to cancel this Lease within thirty (30) days thereafter by written notice to the other and both parties shall be relieved of any further obligation hereunder. After the receipt of a notice of cancellation, the noncanceling party may keep the Lease in effect by giving written notice within the next fifteen (15) days to the canceling party of its election to pay all costs over Eight Hundred Thirty-Five Thousand, Four Hundred Eighty-Four Dollars (\$835,484) without an increase in rent or corresponding offset from percentage rent.

In the event the cost of construction is less than Seven Hundred Thirty-Nine Thousand, Eighty-Two Dollars (\$739,082), the fixed minimum rent provided in Article 2A shall be reduced by the difference multiplied by 10.7% or Landlord's loan constant, whichever is less.

Cost of construction as used herein shall include the bid accepted for the construction of Tenant's building plus loading dock and sump pump (if required), and change orders to the plans and specifications requested in writing by Tenant.

Cost of construction shall not include on-site or off-site construction costs, extraordinary foundation costs, financing costs, zoning or other development costs, assessments, concrete truck ramps, well, retaining walls (if any), and architectural fees and engineering fees.

7. Landlord may charge a supervision or management fee not to exceed five percent (5%) of the above referenced charges. This charge shall not apply to the payment of taxes, insurance, or the portion of any common area expense in excess of Two Thousand Five Hundred Dollars (\$2,500).

8. Tenant, with Landlord's approval, shall have the right but not the obligation to take whatever legal measures it deems necessary to remove or exclude from the parking and common area any person whose presence thereon is deemed by Tenant to be detrimental to the successful operation of the shopping center. If a situation arises wherein Tenant is unable to secure Landlord's approval on a timely basis, Tenant may take whatever action it deems necessary but shall hold Landlord harmless for such action. Furthermore, Tenant with Landlord's approval shall have the right during the term of this Lease to enact reasonable rules concerning the conduct and operation of the parking and common area.

9. In the event Landlord or its delegatee engages a contractor to maintain the parking and common areas, prior to awarding the maintenance contract Landlord shall obtain Tenant's written approval, which approval shall not be unreasonably withheld, of a bid list of at least three (3) maintenance service entities to be

JMK
J

11/27/05
[Signature]

used in connection with the maintenance of the parking and common area. The maintenance contract shall be awarded to the lowest bidder on this list.

10. If Tenant, in its judgment, determines that Landlord is not maintaining the parking and common areas as provided for herein, Tenant may demand compliance by specifying, in a written notice to Landlord, the manner in which Landlord has failed to comply. Thereafter, if reasonable corrective actions have not been taken within sixty (60) days from the date of the written notice, Tenant may assume the duties of maintaining the parking and common area. Landlord shall reimburse Tenant for all expenses incurred by Tenant in connection therewith including a five percent (5%) management fee, less Tenant's proportionate share in the manner set forth above.

11. Landlord shall maintain all undeveloped buildable areas in a clean, sanitary and weed-free condition in general conformance with the criteria set forth in Exhibit E, and shall be solely responsible for the maintenance costs of these areas.

11/2/85

JMK
JC

THIRD LEASE AMENDMENT

THIRD LEASE AMENDMENT made the 2nd day of November, 1981
by and between Martin Lee Properties, Inc. and Martin M. Lee,
Trustee, Landlord, and Alpha Beta Company Tenant.

WITNESSETH:

WHEREAS Landlord's predecessor in interest and Tenant entered
into a Lease Agreement dated November 6, 1978, for premises located
in the shopping center at the northeast corner of 12th avenue and
Valencia Road, Tucson, Arizona and

WHEREAS said Lease was amended by a document entitled Amendment
to Lease dated November 20, 1979 and by a document entitled Second
Lease Amendment dated January 26, 1981 and

WHEREAS Landlord and Tenant wish to further amend said Lease.

NOW, THEREFORE, it is agreed as follows:

1. Attached hereto is a parcel map for the shopping center.

The Owner of Parcel 2 and the Owner of Parcel 3 as shown
on said Parcel Map shall be responsible for the maintenance ^{4/11/81} ~~AND~~
~~and~~ the insurance for their respective parcels

2. Tenant's share of the common area expenses set forth in
Exhibit E to the Lease shall be 56.45 percent.

In all other respects, the original Lease, as amended shall
remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have entered into
this Third Lease Amendment as of the date first above written.

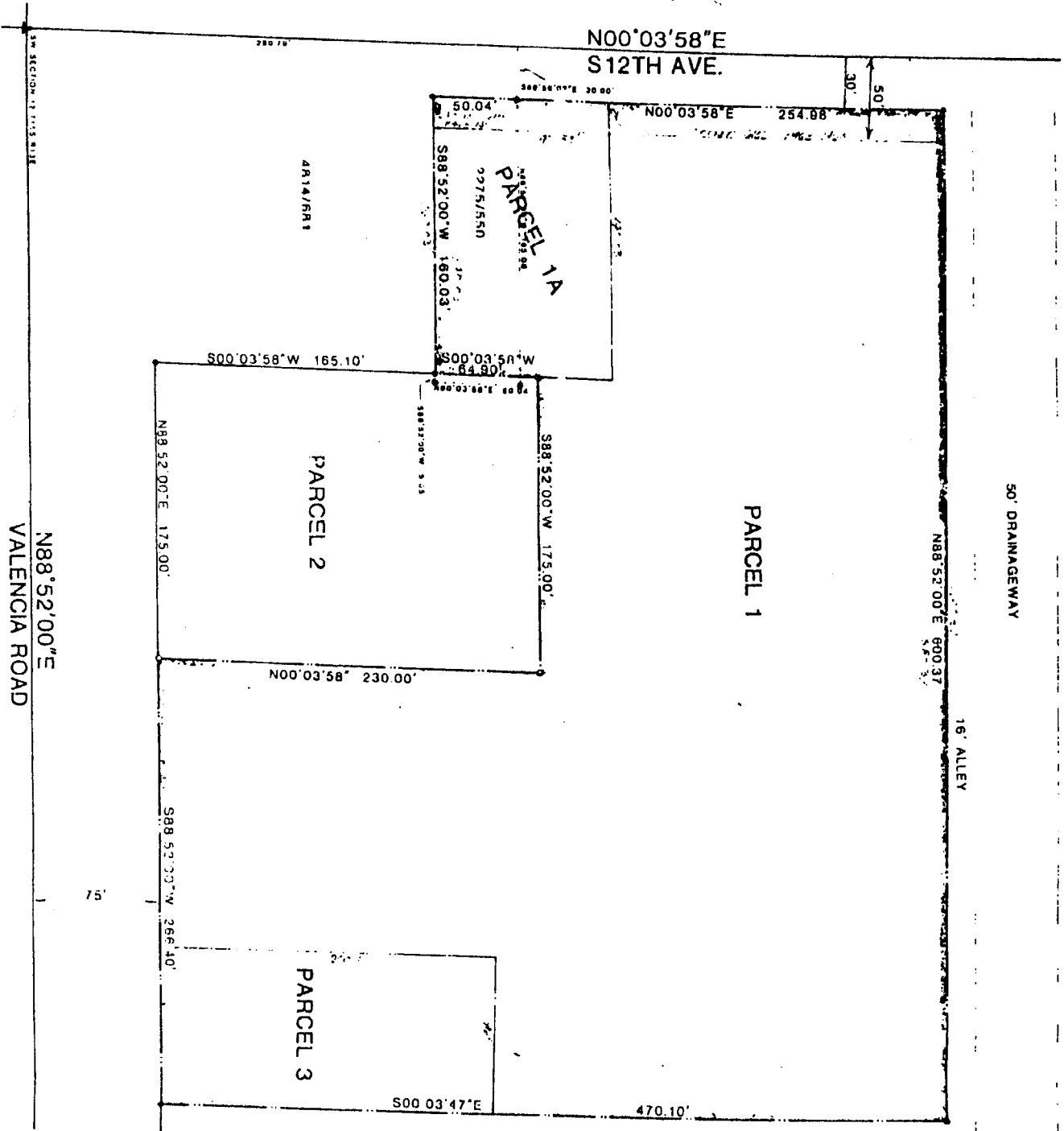
MARTIN LEE PROPERTIES and
MARTIN M. LEE, Trustee

Martin M. Lee
Martin M. Lee
Landlord

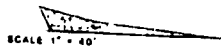
ALPHA BETA COMPANY

Tenant

#3



FIESTA PARK BK 14 PG 57



SECTION 12, T15E. R13E

	Dooley-Jones & Associates, Inc.
	CONSULTING ENGINEERS & PLANNERS
	24 E. TOOLE AVE. TUCSON, AZ 85701 (520) 622-1111

09 OCTOBER 1980

1355.04