

Exhibit D

463400

VOL 510 OF 250

MEMORANDUM OF SUBLEASE

This MEMORANDUM OF SUBLEASE made and entered into this 25th day of April, 1983, by and between GATEWAY FOODS, INC. ("SUBLESSOR") and MARKETPLACE IGA, RICE LAKE, INC. ("TENANT").

WITNESSETH:

WHEREAS, SUBLESSOR and TENANT have entered into a SUBLEASE dated April 25, 1983, (the "SUBLEASE") covering premises located in the City of Rice Lake, County of Barron, State of Wisconsin, as described in Exhibit A attached hereto; and,

WHEREAS, the parties desire to record a memorandum of said SUBLEASE in the office of the Register of Deeds of Barron County, State of Wisconsin.

NOW, THEREFORE, SUBLESSOR AND TENANT HEREBY STATE THE FOLLOWING FOR RECORDING:

1. The term of said SUBLEASE is for a period of fifteen (15) years, six (6) months, six (6) days, commencing April 25, 1983, and ending October 31, 1998, with six (6) five-year options to extend.


2. The SUBLEASE contains provisions for payment of rent, for quiet possession and attornment, and other provisions, all of which are incorporated herein by reference.

3. This MEMORANDUM OF SUBLEASE is solely for recording purposes and shall not be construed to alter, modify or supplement the SUBLEASE of which this is a MEMORANDUM.

IN WITNESS WHEREOF, this MEMORANDUM OF SUBLEASE has been duly executed by the parties hereto as of the date first above written.

SUBLESSOR - GATEWAY FOODS, INC.


By:


D. B. Reinhart, Chairman


Donald P. Zietlow, President

TENANT - MARKETPLACE IGA, RICE LAKE, INC.

By:


Frank J. Betchkal, President

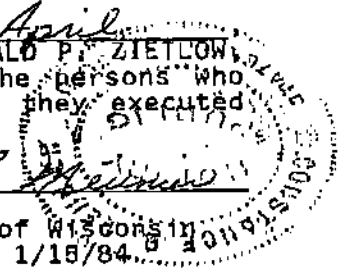

Doris E. Betchkal, Secretary - Treas.

STATE OF WISCONSIN }
COUNTY OF LA CROSSE } ss.

VOL. 516 PAGE 251

Personally came before me this 25th day of April, 1983, the above named D. B. REINHART, CHAIRMAN, and DONALD P. ZIETLOW, PRESIDENT, of GATEWAY FOODS, INC., to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same for the said corporation by its authority.

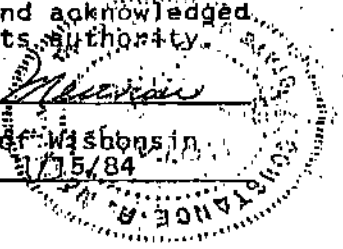
Constance R. Meunier
Constance R. Meunier
Notary Public, State of Wisconsin
My Commission expires 1/15/84



STATE OF WISCONSIN }
COUNTY OF La Crosse } ss.

Personally came before me this 25th day of April, 1983, the above named FRANK J. BETCHKAL, PRESIDENT, and DORIS E. BETCHKAL, SEC./TREAS., of MARKETPLACE IGA, RICE LAKE, INC., to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same for the said corporation by its authority.

Constance R. Meunier
Constance R. Meunier
Notary Public, State of Wisconsin
My Commission expires 1/15/84



RECEIVED FOR RECORD

9:45 AM.
MAY 18 1983

Constance R. Meunier
REGISTER OF DEEDS
LACROSSE COUNTY, WIS.

This Instrument Drafted By:
Richard W. Schroeder
Attorney at Law
P. O. Box 1957
La Crosse, WI 54601

VOL 516 PAGE 252

NEC Main and Koeppe Street
Rice Lake, Wisconsin

LEGAL DESCRIPTION

- Parcel 1: Lots 5 & 6, Block A, Hines Addition to the City of Rice Lake, together with the north half of that portion of the vacated alley adjoining said Lots 5 & 6 on the south.
- Parcel 2: Lots 7 & 8, Block A, Hines Addition to the City of Rice Lake, together with:
- a) the north half of that portion of the vacated alley adjoining said Lots 7 & 8 on the south;
 - b) the east half of the north 121.5 feet of the vacated north-south alley adjoining said Lot 8 on the west.
- Parcel 3: Lots 16, 17, 18 & 19, Block A, Hines Addition to the City of Rice Lake, together with:
- a) the south half of that portion of the vacated alley adjoining said Lots 16, 17, 18 & 19 on the north;
 - b) the east half of the south 121.5 feet of the vacated north-south alley adjoining said Lot 16 on the west.
- Parcel 4: The west half of the vacated north-south alley adjoining Lots 9 thru 14, Block A, Hines Addition to the City of Rice Lake, on the east.
- Parcel 5: Lots 9 through 15, Block "A", of Hines Addition to the City of Rice Lake.

EXHIBIT A

SUBLEASE

THIS SUBLEASE, made this 27th day of April, 1983, by and between GATEWAY FOODS, INC. (sometimes hereinafter called "SUBLESSOR"), and MARKETPLACE IGA, RICE LAKE, INC. (hereinafter called the "SUBLESSEE" or "TENANT");

WITNESSETH:

WHEREAS, SUBLESSOR is the LESSEE of certain premises situated in Rice Lake, Wisconsin, more particularly described in EXHIBIT A ("PREMISES"), under the terms of a certain LEASE dated November 18, 1977, by and between Sy Taxman & Associates, Inc., as Lessor, ("PRIME LESSOR"), and National Super Markets, Inc., as Lessee ("NATIONAL"), a copy of said lease together with all amendments and modifications thereto is referred to as the "PRIME LEASE" and is attached hereto and made a part hereof; and said PRIME LEASE was subsequently assigned to Gateway Foods, Inc. by NATIONAL by agreement dated March 4, 1983, ("ASSIGNMENT AGREEMENT"), a copy of which is also attached hereto and made a part hereof as EXHIBIT B; and,

WHEREAS, SUBLESSOR is desirous of subleasing the above described PREMISES to TENANT, and TENANT is desirous of subleasing said PREMISES from SUBLESSOR.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM.

SUBLESSOR in consideration of rents to be paid and the covenants to be performed by TENANT as hereinafter set forth, hereby demises and subleases to TENANT and TENANT hereby hires and takes from SUBLESSOR solely and only for the purpose of operating a retail supermarket for the sale of such articles of merchandise as are customarily sold in supermarkets, the PREMISES above described for an initial term of Fifteen (15) years, six (6) months, six (6) days, commencing April 25, 1983, and terminating October 31, 1998.

Provided that TENANT has not defaulted under any of the terms and conditions of this SUBLEASE, SUBLESSOR hereby grants to TENANT the same rights and options to extend the term of this SUBLEASE as may be exercised by SUBLESSOR under the PRIME LEASE upon the same terms and conditions as set forth herein with respect to the initial term. In the event TENANT elects to exercise its option, it shall do so by giving written notice of its election to SUBLESSOR not less than one hundred fifty (150) days in advance of the expiration of the original term and each extension or renewal thereof.

2. MINIMUM RENTAL.

TENANT hereby agrees to pay the SUBLESSOR an annual minimum base rental for the PREMISES of One Hundred Twenty-three Thousand Two Hundred and no/100 Dollars (\$123,200.00) plus Five Percent (5%) of the minimum base rental as set forth in the PRIME LEASE in consideration of SUBLESSOR'S continuing guaranty of its leasehold obligations under the PRIME LEASE, payable in equal monthly installments in advance commencing May 1, 1983. Partial years and/or months shall be prorated.

3. PERCENTAGE RENTAL.

The TENANT covenants and agrees to pay as additional rental a sum equal to one percent (1%) of the gross sales (as defined in the PRIME LEASE) of foodstuffs and merchandise over and in excess of Twelve Million Three Hundred Twenty Thousand and no/100 Dollars

(\$12,320,000.00) per year made by the TENANT upon the PREMISES in each one-year period commencing November 1 and ending October 31 ("LEASE YEAR"); such additional rent, if any, shall be payable within fifteen (15) days after the expiration of said LEASE YEAR. PERCENTAGE RENTAL, if any, shall be reduced as provided in Article 17 of the PRIME LEASE. PERCENTAGE RENTAL for partial LEASE YEARS shall be prorated by annualizing the average monthly sales in the partial LEASE YEAR.

The TENANT shall within fifteen (15) days after the expiration of such one year period, send to the SUBLESSOR a statement in writing, signed by an officer of the TENANT, which statement shall show gross sales in said premises by the TENANT during such previous one-year period. The TENANT agrees to keep an accurate record of its sales in the PREMISES, which record as well as all other accounts, books and papers referring to such sales shall be available and open to inspection of the SUBLESSOR or his duly authorized representatives at reasonable intervals and times. The SUBLESSOR agrees to treat all such records and reports as confidential.

4. RELATIONSHIP OF PARTIES.

SUBLESSOR shall not be in any sense a partner of TENANT in the conduct of TENANT'S business, and the relationship between the parties hereto shall be strictly and solely that of SUBLESSOR and TENANT.

5. RIGHTS AND OBLIGATIONS OF TENANT UNDER PRIME LEASE.

Except as may be herein otherwise specifically provided, TENANT shall have all the rights and privileges of the Lessee under the PRIME LEASE, provided however, that SUBLESSOR agrees to make timely payment to PRIME LESSOR of such rental payments as are required to be made by SUBLESSOR as Lessee under Paragraphs 3.1 and 16.1 of the PRIME LEASE, and assumes and agrees to keep and perform all of the obligations and conditions and covenants of the Lessee under the PRIME LEASE including without limiting the generality of the foregoing, the payment of taxes, utilities and insurance and the performance of repairs and maintenance if so required in the PRIME LEASE. TENANT also assumes and agrees to perform all of the obligations and conditions and covenants of SUBLESSOR under the ASSIGNMENT AGREEMENT. Except as specifically set forth in this SUBLEASE, it is agreed and understood between the parties hereto that TENANT obtains and is granted no more rights and privileges hereunder than SUBLESSOR has as Lessee under said PRIME LEASE or as assignee under the ASSIGNMENT AGREEMENT. SUBLESSOR agrees to make timely payment to PRIME LESSOR of such rental payments as are required to be made by Lessee under the PRIME LEASE.

6. DUTIES OF TENANT.

TENANT agrees that it will take good care of the PREMISES and will commit no waste and will not do, suffer or permit to be done any injury to the same; that it will keep said PREMISES in the same good order, condition and state of repair required of SUBLESSOR as Lessee under the PRIME LEASE; that it will permit SUBLESSOR to enter unto said PREMISES at any and all reasonable times during business hours in order to inspect the same or to show the same to prospective purchasers or tenants or for any other proper purpose; that it will not suffer or permit any additions to or alterations of said PREMISES without the prior written consent of SUBLESSOR; that it will not do, suffer or permit to be done any act or thing contrary to the covenants and agreements made by the Lessee in the PRIME LEASE.

TENANT further covenants and agrees that it will peacefully and quietly vacate and surrender the PREMISES to SUBLESSOR at the expiration of the initial or any renewal term, or at any earlier termination as may be provided elsewhere herein, and that SUBLESSOR

shall not in any way or to any extent be liable for any loss or damage to TENANT or to the property of TENANT in or upon the PREMISES.

7. INSURANCE, INDEMNITY AND WAIVER.

TENANT agrees to protect and save SUBLESSOR, PRIME LESSOR and NATIONAL harmless and indemnified against and from any penalty, damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the TENANT or those holding under the TENANT. TENANT further agrees to protect, indemnify and save the SUBLESSOR, the PRIME LESSOR and NATIONAL harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by said parties arising out of any failure of the TENANT in any respect to comply with and perform all of the requirements and provisions of this SUBLEASE, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by said parties resulting from injury or death of persons or damage to property, including without limitation the person and property of the TENANT, its agents, employees and invitees occurring on the PREMISES or on the adjoining sidewalks, streets, alleys or ways, in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the PREMISES, or any part thereof, or any improvements now or hereafter located thereon by the TENANT or any person holding under the TENANT, or any easements appurtenant thereto or to which such PREMISES may be subject. The TENANT shall procure and keep in effect during the term hereof property damage insurance for the full replacement cost of the PREMISES and general comprehensive liability and property damage insurance with a responsible insurance company satisfactory to SUBLESSOR with coverage amounts not less than the greater of: (1) the amounts required by the PRIME LEASE, or, (2) Five Hundred Thousand Dollars (\$500,000.00) for bodily injury to one person, One Million Dollars (\$1,000,000.00) for bodily injury to any group of persons as the result of any one accident, and One Hundred Fifty Thousand Dollars (\$150,000.00) property damage insurance resulting from any one occurrence. TENANT shall also provide and keep in force during the term hereof and any renewals an umbrella policy providing One Million Dollars (\$1,000,000.00) of over-riding coverage above the base public liability policy limits specified above. In the event the SUBLESSOR reasonably anticipates that such coverage is inadequate, the TENANT shall, upon the written request of the SUBLESSOR, increase such insurance to amounts reasonably requested by the SUBLESSOR. TENANT agrees to name SUBLESSOR and PRIME LESSOR as additional insured parties. TENANT shall deliver said policies or certificates thereof to SUBLESSOR before taking possession of the PREMISES, and upon TENANT'S failure so to do, SUBLESSOR may at its option obtain such insurance, and the cost thereof shall be paid as additional rent due payable upon the next ensuing rent day. All such policies shall provide that same may not be cancelled or altered except upon ten (10) days' prior written notice to the insured parties. It is further agreed and understood that SUBLESSOR will not be liable for any damages or any loss of profits due to the interruption of TENANT'S business resulting from but not limited to fire or other casualty or unavoidable accident, strikes or lockout, or otherwise as a result of this SUBLEASE.

8. DEFAULT.

It is further understood and agreed by and between the parties hereto that TENANT'S violation of or failure to perform any covenant, agreement or provision contained herein or in the PRIME LEASE to be kept, performed or observed by it within fifteen (15) days after written notice of default, shall authorize SUBLESSOR to consider or declare this SUBLEASE forfeited without demand, and it may re-enter and take possession of the PREMISES without any previous notice of intention to re-enter, and it may bring an action for unpaid rents and damages

suffered by it arising out of or connected with any breach or violation by TENANT of any covenant agreement or provision on its part to be performed, and TENANT agrees to pay reasonable attorney fees incurred by SUBLESSOR in enforcing this SUBLEASE.

If, after the exercise of due diligence, SUBLESSOR shall be unable to obtain a rent inclusive of taxes, utilities and other sums required to be paid under the PRIME LEASE for the PREMISES as large as that provided for under this SUBLEASE, for the remainder of the term hereof, then TENANT agrees to pay SUBLESSOR in advance on the first day of each month for the remainder of the term hereof the difference between the average monthly rental (including percentage rental) paid during the term in which the TENANT'S breach occurred, and the rent per month which SUBLESSOR shall be able to obtain from said PREMISES.

Notwithstanding any of the terms and provisions herein contained to the contrary, SUBLESSOR and TENANT shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this SUBLEASE agreement committed by the other.

Any remedies in this SUBLEASE shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in SUBLESSOR'S favor existing at law or in equity. In the event of a default on the part of the PRIME LESSOR under the PRIME LEASE or in any other event requiring the enforcement of SUBLESSOR'S or TENANT'S rights against the said PRIME LESSOR or its successors in interest, SUBLESSOR agrees to fully cooperate with TENANT in the enforcement of such rights, provided, however, that TENANT shall first notify SUBLESSOR in writing thereof and provided further that all TENANT'S costs incurred thereby shall be borne by TENANT.

9. QUIET ENJOYMENT.

SUBLESSOR covenants and agrees with TENANT that upon TENANT paying the rent and observing and performing all the terms, covenants and conditions, on TENANT'S part to be observed and performed, TENANT may peaceably and quietly have, hold, occupy, and enjoy the premises without hinderance or molestation.

10. RELATIONSHIP TO PRIME LEASE.

It is further agreed and understood by and between the parties hereto that existence of this SUBLEASE is dependent and conditioned upon the existence of the PRIME LEASE, including any renewal thereof, and in the event of the cancellation or termination of said PRIME LEASE occurring other than as a result of any act or default of SUBLESSOR, this SUBLEASE automatically shall be terminated.

11. ASSIGNMENTS AND SUBLEASES.

TENANT further covenants and agrees that it will not sell, assign or pledge this SUBLEASE or underlet the said PREMISES or any part thereof without the prior written consent of SUBLESSOR, nor will it allow any liens to be placed thereon or suffer said premises or any portion thereof to be attached or taken upon execution, provided, however, that no consent shall be required in the event of a collateral assignment by TENANT to SUBLESSOR for security purposes.

12. WAIVERS.

No waiver of any default of either party hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated. One or more waivers by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent

to or approval by either party of any act by the other requiring its consent or approval shall not waive or render unnecessary that party's consent to or approval of any subsequent similar act.

13. SELF-HELP.

If SUBLESSOR or TENANT shall default in the performance or observance of any agreement, condition, or other provision in this SUBLEASE contained on its part to be performed or observed, and shall not cure such default within fifteen (15) days after written notice thereof (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), either party may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of the defaulting party, and the defaulting party shall reimburse the other for any amount paid and any expense or contractual liability so incurred, and TENANT may deduct any such amount due it from rental payments next thereafter accruing, provided that it shall simultaneously notify the holder of any Mortgage of which TENANT shall have been notified in writing of the existence of such default, and SUBLESSOR may add any such amount due to it to the rental payment next thereafter accruing; provided, however, that SUBLESSOR or TENANT may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to the other party if it is necessary to protect the real estate or their respective interests therein or to prevent injury or damage to persons or property.

14. NOTICES.

Whenever in this SUBLEASE it shall be required that notice be given by either party to the other, such notice shall be in writing and signed by or on behalf of the party giving or making the same and shall be deemed sufficient notice and service thereof if sent by registered or certified mail, postage prepaid, addressed as follows:

TO SUBLESSOR: GATEWAY FOODS, INC.
P. O. Box 1957
La Crosse, WI 54601

ATTN: President

TO TENANT: MARKETPLACE IGA, RICE LAKE, INC.
Route 8
Hayward, WI 54843

ATTN: Frank J. Betchka

or to such other place as such party may subsequently designate in writing. If SUBLESSOR or TENANT is more than one person, notice need be sent to but one SUBLESSOR or one TENANT, as the case may be.

15. ENTIRE AGREEMENT.

This agreement shall be of no force and effect unless or until executed by both parties hereto. When executed this document shall constitute the entire agreement of the parties and may not be varied unless in writing by both parties. The section headings in this agreement are for reference purposes only and shall not be deemed to alter or restrict the covenants, rights or obligations set forth in any of the sections.

16. MEMORANDUM OF SUBLEASE.

Neither party shall record this SUBLEASE without the prior obtained consent in writing of the other. However, upon request of either party hereto a Memorandum of this SUBLEASE shall be executed

making specific reference to the term of this SUBLEASE and shall be recorded in the office of the Register of Deeds for Barron County.

17. PARTIES BOUND.

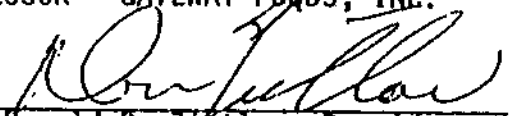
It is expressly understood and agreed that the terms and conditions hereof shall be binding upon the heirs, successors, personal representatives and assigns of the respective parties.

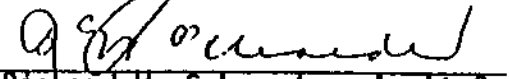
IN WITNESS WHEREOF, the parties have executed this SUBLEASE upon the date first written above.

WITNESSES:

SUBLESSOR - GATEWAY FOODS, INC.

By:

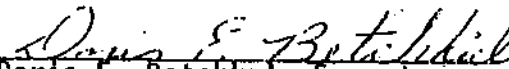

Donald P. Zietlow, President


Richard W. Schroeder, Ass't Sec.

TENANT - MARKETPLACE IGA, RICE LAKE, INC.

By:


Frank J. Betchkal, President


Doris E. Betchkal, Secretary - Treas.

GUARANTY OF SUBLEASE

This Guaranty is made as of this 24th day of April, 1983, by FRANK J. BETCHKAL and DORIS E. BETCHKAL (hereinafter collectively referred to as the "GUARANTORS"), to and for the benefit of GATEWAY FOODS, INC., a Wisconsin corporation (hereinafter referred to as "GATEWAY").

WITNESSETH:

WHEREAS, GATEWAY and MARKETPLACE IGA, RICE LAKE, INC., a Wisconsin corporation, (hereinafter referred to as "the CORPORATION") have this date entered into a certain Real Estate Sublease covering the premises commonly known and numbered as 331 South Main Street, Rice Lake, Wisconsin 54868, (said real estate Sublease, together with all extensions thereof, and amendments or modifications thereof, is hereinafter collectively referred to as the "SUBLEASE"); and

WHEREAS, the GUARANTORS are the sole stockholders of the CORPORATION; and

WHEREAS, GATEWAY has required as a condition of its having entered into the above SUBLEASE, that the GUARANTORS guarantee the performance of all obligations of the CORPORATION thereunder; and

WHEREAS, GATEWAY has executed said SUBLEASE in reasonable reliance upon the promises herein set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the GUARANTORS:

(1) Jointly, severally and unconditionally guarantee to GATEWAY, its successors and assigns, the prompt payment of all payments to be made by the CORPORATION pursuant to the SUBLEASE, and the prompt performance by the CORPORATION of all the provisions and covenants contained therein for and during the original term of said SUBLEASE and any renewal or renewals, extensions, modifications or amendments thereto. It is understood that this Guaranty is a guaranty of the payment of the above obligations and is not limited to a guarantee of the collection thereof. In the event that the CORPORATION is in default of any obligation arising under the SUBLEASE, GUARANTORS shall pay to

GATEWAY, its successors or assigns, such sum or sums of money as will be sufficient to make up any such deficiency, and shall satisfy the provisions and covenants to be performed by the CORPORATION without requiring GATEWAY to first resort to any other right, remedy or security.

(2) Agree that this Guaranty shall be a continuing Guaranty binding upon GUARANTORS' heirs, executors, administrators, personal representatives, successors and assigns until such time as there has been full payment and satisfaction of the obligations of the CORPORATION or until expressly terminated by the parties hereto. It is understood and agreed that the total liability of GUARANTORS, together hereunder shall not exceed One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) inclusive of all expenses and fees of GATEWAY.

(3) Waive notice of any and all changes or modifications of said SUBLEASE and any notices or demands which may be given by the Lessors of the premises and equipment to GATEWAY or the CORPORATION, irrespective of whether or not required to be given to the CORPORATION under the terms of said SUBLEASE, and GATEWAY and the CORPORATION may change or modify said SUBLEASE without in any manner altering, affecting or limiting the liability hereunder of GUARANTORS.

(4) Further waive diligence, demand for payment and notice of acceptance of this Guaranty, as well as notice of nonpayment or other default by the CORPORATION, dishonor, protest and any and all other notices and demands.

(5) Agree that the GUARANTORS obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever in the event any obligation under the SUBLEASE is invalid or unenforceable against the CORPORATION, or by an impairment, modification, change, release or limitation of the liability of the CORPORATION or its estate in bankruptcy resulting from the operation of any present or future provisions by the Federal Bankruptcy Code or other similar federal or state statutes, or from the decision of any court.

(6) Agree that GUARANTORS shall have no right of subrogation whatsoever with respect to the SUBLEASE or any monies due and unpaid thereon, or any collateral security of said obligations, if any, unless and until GATEWAY shall have received payment in full of all sums owing at any time under the SUBLEASE. Any claims which GUARANTORS may have against the CORPORATION while the CORPORATION is indebted or under liability to GATEWAY shall not be enforced by GUARANTORS or payment made until the indebtedness or liability of the CORPORATION to GATEWAY is paid in full.

(7) Agree that all references in this Guaranty to obligations of the CORPORATION under the SUBLEASE shall include any successor assignee of the CORPORATION so long as this Guaranty remains in effect.

(8) Further agree to pay all expenses, including reasonable attorneys' fees, incurred by GATEWAY, its successors or assigns, in enforcing this Guaranty.

(9) If any provision of this GUARANTY shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of any such term or provision other than those which are invalid or unenforceable, shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the GUARANTORS have executed this Guaranty the date first written above.

GUARANTORS:

Frank J. Betchka
Frank J. Betchka

Doris E. Betchka
Doris E. Betchka

40099

COLLATERAL ASSIGNMENT OF SUBLEASE

THIS ASSIGNMENT made this 28th day of October, 1983, by MARKETPLACE IGA, RICE LAKE, INC. (hereinafter called "ASSIGNOR") to GATEWAY FOODS, INC. (hereinafter called "ASSIGNEE"),

WITNESSETH:

WHEREAS, ASSIGNOR desires to enter into the transactions as set forth in the preamble of that certain Security Agreement of even date herewith; and

WHEREAS, ASSIGNEE will give ASSIGNOR the financial assistance described in the Security Agreement only if ASSIGNOR enters into this Collateral Assignment of Sublease;

NOW, THEREFORE, in consideration of the foregoing, ASSIGNOR hereby grants, transfers, assigns and sets over to ASSIGNEE all ASSIGNOR'S right, title and interest including the right of immediate occupancy as TENANT in and to that certain SUBLEASE dated April 25, 1983, by and between GATEWAY FOODS, INC., SUBLESSOR, and ASSIGNOR (the "SUBLEASE") covering ASSIGNOR'S store premises at 331 South Main Street, Rice Lake, Wisconsin, the legal description of which is attached hereto as EXHIBIT A. The term of said SUBLEASE commenced April 25, 1983, and continues through October 31, 1998, with six (6) five-year options to extend. Said SUBLEASE contains provisions for payment of rent, for quiet possession and attornment, and other provisions, all of which are incorporated herein by reference. ASSIGNOR further grants unto ASSIGNEE the right to reassign said SUBLEASE or resublet the premises in the event ASSIGNOR defaults in any of its obligations under the above specified financing or under such SUBLEASE. This COLLATERAL ASSIGNMENT OF SUBLEASE shall be and remain in effect so long as there are any obligations outstanding by ASSIGNOR to ASSIGNEE as defined in and covered by that certain contemporaneous Security Agreement between ASSIGNOR as DEBTOR and ASSIGNEE as SECURED PARTY.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

VOL 523 PAGE 34

Given under our hands and seals the day and year first above written.

ASSIGNOR - MARKETPLACE IGA,
RICE LAKE, INC.

By: Frank J. Betchkal
Frank J. Betchkal, Pres.-Treas.

Doris E. Betchkal
Doris E. Betchkal, V.P.-Sec.

STATE OF WISCONSIN }
COUNTY OF LA CROSSE } ss.

Personally came before me this 28th day of October, 1983, the above named FRANK J. BETCHKAL, PRESIDENT and TREASURER, and DORIS E. BETCHKAL, VICE PRESIDENT and SECRETARY, of MARKETPLACE IGA, RICE LAKE, INC., to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same for the said corporation by its authority.

Constance R. Meunier
Constance R. Meunier
Notary Public, State of Wisconsin
My Commission expires 1/15/84

RECEIVED FOR RECORD

9.30am

NOV 1 1983

Walter W. Steiner
REGISTER OF DEEDS
BARRON COUNTY, WIS.

This Instrument Drafted By:
J. Michael Lammer
Attorney at Law
P. O. Box 1957
La Crosse, WI 54602-1957

VOL 523 PAGE 35

EXHIBIT A

LEGAL DESCRIPTION

331 South Main Street
(NEC Main and Koeppe Street)
Rice Lake, WI 54969

- Parcel 1: Lots 5 & 6, Block A, Hines Addition to the City of Rice Lake, together with the north half of that portion of the vacated alley adjoining said Lots 5 & 6 on the south.
- Parcel 2: Lots 7 & 8, Block A, Hines Addition to the City of Rice Lake, together with:
(a) the north half of that portion of the vacated alley adjoining said Lots 7 & 8 on the south;
(b) the east half of the north 121.5 feet of the vacated north-south alley adjoining said Lot 8 on the west.
- Parcel 3: Lots 16, 17, 18 & 19, Block A, Hines Addition to the City of Rice Lake, together with:
(a) the south half of that portion of the vacated alley adjoining said Lots 16, 17, 18 & 19 on the north;
(b) the east half of the south 121.5 feet of the vacated north-south alley adjoining said Lot 16 on the west.
- Parcel 4: The west half of the vacated north-south alley adjoining Lots 9 thru 14, Block A, Hines Addition to the City of Rice Lake, on the east.
- Parcel 5: Lots 9 through 15, Block "A", of Hines Addition to the City of Rice Lake.

AGREEMENT

THIS AGREEMENT, is entered into this 24th day of July, 1991, among Dana B. Geyer, Trustee of E. B. Geyer Trust A (herein "Trust"), Marketplace IGA, Inc. (herein "Marketplace"), and Gateway Foods, Inc.

WHEREAS, the Trust is landlord and Gateway Foods, Inc. is tenant pursuant to a lease agreement dated November 18, 1977, for certain property on the east side of Main Street between Charles and Koepp Street in the City of Rice Lake, Barron County, Wisconsin, which lease, by mesne conveyances, has come to Trust as landlord and Gateway Foods, Inc. as tenant; and

WHEREAS, Marketplace is subtenant of Gateway Foods, Inc.; and

WHEREAS, Marketplace wishes to put an addition upon the premises, as described in those plans dated February 7, 1991, and prepared by Blesner Dahlberg Architects.

WHEREFORE, IT IS AGREED:

1. Marketplace may proceed with the addition described in said plans. All work shall be done in accordance with said plans, and shall be done in a first class and workmanlike manner.

2. Marketplace shall and hereby does exercise one additional five-year option pursuant to the lease agreement described above and any all amendments and additions thereto. After exercise of this additional option, the lease expires October 31, 2008.

Dated: July 24, 1991

MARKETPLACE IGA, INC.

E. B. GEYER TRUST

By Frank Betchkal
Frank Betchkal
President

By Dana B. Geyer
Dana B. Geyer
Trustee 9-6-91

GATEWAY FOODS, INC.

By Rudolph A. Comchoc
Rudolph A. Comchoc, President

Exhibit E

LEASE AMENDMENT

THIS LEASE AMENDMENT is made this 22 day of November, 1985, by and between J. CASPER GEYER ("Lessor"), and GATEWAY FOODS, INC., a Wisconsin corporation ("Lessee").

RECITALS

Lessor and Lessee are parties to a lease agreement dated as of November 18, 1977 (the "Lease") for the premises located at 331 South Main Street, Rice Lake, Wisconsin (the "Leased Premises"), more fully described in the Lease.

Pursuant to a Sublease Agreement dated April 27, 1983, Lessee subleased the entire Leased Premises to Marketplace IGA, Rice Lake, Inc., a Wisconsin corporation ("Sublessee"). Sublessee desires to expand and improve the Leased Premises. Lessor has agreed to pay the costs of such expansion and improvement up to \$600,000.00 subject to the rent adjustment described herein and the other terms hereof.

NOW, THEREFORE, it is hereby agreed between the parties hereto that the Lease is amended as follows:

1. The following is added to Article 2, Section 2.3:

"Lessee agrees to exercise its option to extend the Lease term for a period of five (5) years upon the expiration of the initial term on October 31, 1998.

2. The following is added to Article 7, Section 7.2:

"Lessor agrees to proceed to expand the Leased Premises in accordance with plans and specifications provided by Lessee and approved by Lessor."

"On the basis of such plans and specifications, Lessor shall solicit bids for the project. Upon receipt of the bids, Lessor shall submit to Lessee for its approval, a detailed cost proposal for the project. In the event the total cost of construction, as shown by the bids, exceeds Six Hundred Thousand Dollars (\$600,000.00), Lessee shall have the following options:

"(1) Lessee may revise the plans and specifications, subject to Lessor's approval,

(2) Lessee may require bids from other contractors.

(3) Lessee may accept and pay the costs of construction in excess of Six Hundred Thousand Dollars (\$600,000.00)

In no event shall the Lessor be required to expend more than Six Hundred Thousand Dollars (\$600,000.00) for the expansion of the Leased Premises.

During the course of construction, Lessee may make changes in the plans and specifications (subject to approval of Lessor, which approval shall not be unreasonably withheld) by approving change orders in accordance with the construction contract, (i) to be paid for in cash by Lessee to the extent that such change orders result in an aggregate cost of construction in excess of \$600,000.00, or (ii) to be paid for by the Lessor to the extent such change orders result in an aggregate cost of construction of less than \$600,000.00.

For the purposes of this section 7.2, the cost of construction is defined as follows: the amount paid to the prime contractor pursuant to the prime construction contract and any amounts paid to other contractors pursuant to contracts not covered by the prime construction contract, architectural and engineering fees, any permits or fees required to be paid, performance bond, builder's all-risk insurance, liability insurance, utilities during construction, any other fees or expenses incurred as a result of compliance with requirements imposed by the City of Rice Lake, construction interest and any and all other costs and expenses related to the construction and rehabilitation which are incurred by Lessor.

Lessee agrees to furnish to Lessor the plans and specifications set forth above within thirty (30) days of the date of this Lease Amendment. Within ten (10) days after receipt thereof Lessor shall either approve or disapprove said plans and specifications, and if disapproved (such disapproval to be by written notice detailing the reasons(s) for such disapproval), the same shall be resubmitted for revision within ten (10) days to meet objections raised. Unless plans and specifications are disapproved as aforesaid

within the applicable ten day period, said plans and specifications shall be deemed approved. The above procedures shall continue until the plans and specifications are approved. Once approved, all changes therein shall likewise be submitted pursuant to the above procedure except that the ten (10) day period shall be reduced to five (5) business days.

All construction contracts and documents shall be subject to approval of Lessor, which approval shall not be unreasonably withheld.

Lessor agrees to assign to Lessee all warranties contained in the standard AIA construction contract and all other warranties furnished to Lessor as the developer, whether from manufacturers or others.

The Lessee shall take out and maintain (or cause the contractor(s) under the construction contracts to take out and maintain) builder's risk insurance to the full insurable value of improvements constructed and materials stored at the Leased Premises. Said builder's risk insurance shall name both Lessor and Lessee as additional insureds and shall be noncancelable, except upon fifteen (15) days' prior written notice to Lessor and Lessee. Certificates of all insurance shall be delivered by the Lessor to the Lessee within five (5) days following the execution of any such construction contract(s).

In addition to the fixed annual minimum rent provided in the Lease, commencing on the first day of the month following the date of substantial completion of construction Lessee shall pay Lessor additional rent in an amount determined by the following formula payable with the other monthly rent payment. Said additional rent shall be equal to the debt service required to service the \$600,000 loan to finance the cost of construction by Lessor. Such loan will be amortized over 210 months with interest payable monthly. The interest rate is variable and this additional rent will change as the debt service to Lessor changes. Additional rent shall initially be \$7,049.99 per month.

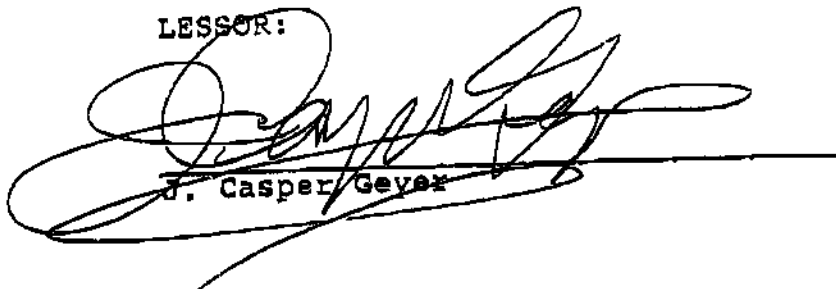
The final annual minimum rent provided for in this Lease for the purpose of fixing the rent

on the Lessee's exercise of any further options to extend the term of the Lease shall be the present fixed annual minimum rent plus the sum of \$84,600.00 (12 x 7,050).

It is expressly understood and agreed that this Lease Agreement is intended to amend and modify the Lease only to the extent set forth above.


IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment as of the 22nd day of November, 1985.

LESSOR:


J. Casper Geyer

LESSEE:

GATEWAY FOODS, INC., a Wisconsin corporation

By: 
Donald P. Zietlow, President

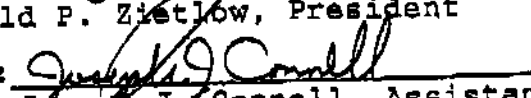
Attest: 
Joseph J. Connell, Assistant Secretary

Exhibit F

AGREEMENT

THIS AGREEMENT, is entered into this 24th day of July, 1991, among Dana B. Geyer, Trustee of E. B. Geyer Trust A (herein "Trust"), Marketplace IGA, Inc. (herein "Marketplace"), and Gateway Foods, Inc.

WHEREAS, the Trust is landlord and Gateway Foods, Inc. is tenant pursuant to a lease agreement dated November 18, 1977, for certain property on the east side of Main Street between Charles and Koepf Street in the City of Rice Lake, Barron County, Wisconsin, which lease, by mesne conveyances, has come to Trust as landlord and Gateway Foods, Inc. as tenant; and

WHEREAS, Marketplace is subtenant of Gateway Foods, Inc.; and

WHEREAS, Marketplace wishes to put an addition upon the premises, as described in those plans dated February 7, 1991, and prepared by Blesner Dahlberg Architects.

WHEREFORE, IT IS AGREED:

1. Marketplace may proceed with the addition described in said plans. All work shall be done in accordance with said plans, and shall be done in a first class and workmanlike manner.

2. Marketplace shall and hereby does exercise one additional five-year option pursuant to the lease agreement described above and any all amendments and additions thereto. After exercise of this additional option, the lease expires October 31, 2008.

Dated: July 24, 1991

MARKETPLACE IGA, INC.

E. B. GEYER TRUST

By

Frank Betchkal
Frank Betchkal
President

By

Dana B. Geyer
Dana B. Geyer
Trustee

9-6-91

GATEWAY FOODS, INC.

By

Rudolph A. Comchoc
Rudolph A. Comchoc, President

Fleming Companies, Inc.

6301 Waterford Blvd.
P.O. Box 26647
Oklahoma City, OK 73126-0647
405/840-7200

CORPORATE STAFF

June 10, 1999

Margaret Geyer
E.B. Geyer Testamentary Trust "A"
125 South Howes
Suite 910
Fort Collins, CO 80521

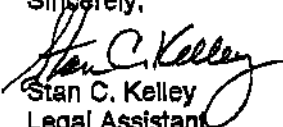
Re: Marketplace IGA
Fleming File No. WJ-054
331 South Main
Rice Lake, WI

Dear Ms. Geyer:

This letter is written to clear up a mistake in your letter to Margie Tate dated January 21, 1999. In your January 21st letter, you indicated that the Lease on the above-referenced property expired on October 31, 2003. As previously stated to Mr. Dana Geyer, Trustee, the correct expiration date of the Lease is October 31, 2008.

You will find enclosed a copy of a letter from Janna Thompson to Mr. Geyer dated March 20, 1998, which explains how the Lease was extended to the year 2008. I have enclosed a copy of the Lease Amendment dated November 22, 1985 which extended the Lease to October 31, 2003 as well as a copy of the Agreement dated July 24, 1991 which extended the Lease to October 31, 2008.

Hopefully, the enclosed should allow you to update your records to reflect the correct expiration date of the Lease. If you have any questions, please do not hesitate to contact us.

Sincerely,

Stan C. Kelley
Legal Assistant

\sck
encl.
c: Ellen Stuhr (w/encl.)