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RICHARD N. TAKEUCHI  
REGISTER OF DEEDS  
DUBLAS COUNTY, NE

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<i>1</i>		<del>BY</del>	<del>COMP BW</del>
		<del>BY</del>	<del>DATE</del>

*Box 33*

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into this 26<sup>th</sup> day of March, 2001, by and between MAPLE JOINT VENTURE, a Nebraska general partnership (hereinafter referred to as "Landlord"), and BAKER'S FOOD GROUP, INC., a Nevada corporation, successor to the interest of Fleming Companies, Inc., an Oklahoma corporation, successor by merger to Fleming Supermarkets, Inc., a Wisconsin corporation, f/k/a Sentry Markets, Inc., a Wisconsin corporation, successor by merger to Baker's Supermarkets, Inc., a Nebraska corporation, f/k/a Cornhusker Acquisition Corp., a Nebraska corporation, successor by merger to Baker's Supermarkets, Inc., a Nebraska corporation (hereinafter referred to as "Tenant");

## WITNESSETH

Upon commencement of the term of the Lease as hereinafter provided and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the Landlord will demise, lease and let to the Tenant, certain improvements existing on the Real Property located in the County of Douglas, State of Nebraska, more particularly described on Exhibit "A" attached hereto (which improvements are more particularly described in the lease hereinafter referenced), together with all the hereditaments, privileges, and appurtenances thereto belonging (hereinafter called the "Leased Space").

The Leased Space is leased for a term commencing May 22, 1994 and ending on December 31, 2014; and Tenant shall have the option to extend the Lease for four (4) additional terms of five (5) years each, with each extended term beginning at the expiration of the preceding term, as provided under the terms and conditions of a certain Lease Agreement dated February 23, 1993, as amended and supplemented by a Lease Confirmation Letter dated May 24, 1994, a First Amendment to Lease dated June 8, 1994, a Rent Adjustment Letter dated January 27, 1999, and a Lease Modification Agreement dated March 26 2001, entered into by and between Landlord and Tenant (collectively herein called the "Lease"), at the rentals and subject to the terms, covenants and conditions appearing in the said Lease between the parties hereto.

The Lease further grants to Tenant certain easements and places certain use restrictions on the Real Property on which the Shopping Center and the Leased Space are located. The use restrictions are as follows:

1. Notwithstanding anything to the contrary in the Lease, Tenant agrees during the Term of this Lease and as a material consideration for its execution, that neither Tenant nor any concessionaire, licensee, sublessee, assignee, or successor thereto shall:

a. Employ the entire Leased Space as a drug store as long as the tenant of the Drug Store Premises, as shown on Exhibit B attached to the Lease, is operating such Premises as a Drug Store; nothing in this subsection a. shall be construed to preclude the sale of health and beauty aids and prescription drugs.

b. Employ the Leased Space or any part thereof for any office or storage use, except as incidental to a permitted principal use.

c. Operate a bingo or other game room, pool hall, teen club, theater or other gambling or entertainment enterprise upon the Leased Space or any part thereof.

2. During the term of this Lease, the Landlord acknowledges as a material consideration for its execution by Tenant that the following use restrictions shall be applicable to the Shopping Center, other than (i) the Leased Space, and (ii) the Department Store Premises as shown on Exhibit B attached to the Lease:

a. No part thereof may be employed to engage in the package sale of intoxicating liquors, including wine and beer; nothing herein shall preclude (i) the sale or dispensation of wine, beer and/or liquor in connection with the operation of a deli, restaurant, or café, or (ii) if Osco Drug becomes a Tenant of the Shopping Center, the sale or dispensation by Osco Drug and its successors and assigns, of wine, beer and/or liquor from its Leased Premises provided no more than 1,500 square feet of sales floor area is devoted to such sales or dispensation.

b. No part of any Premises leased to any other occupant of the Shopping Center shall be permitted to devote an area of the Premises leased to such other occupant in excess of 750 square feet of floor area (one-half of adjoining aisles shall be included in the measurement of such areas) for the sale of food or food products so long as a supermarket/grocery shall operate in the Leased Space; provided however, Landlord shall have the right to lease to any single Tenant of the Shopping Center or to sell property within the Shopping Center to persons or entities who sell food items or products to be consumed primarily within its premises or prepared food items or products for consumption off premises and to lease to other specialty Tenants of the Shopping Center or to sell property within the Shopping Center to persons or entities whose primary use is the sale of ice cream, candy, nuts, popcorn, pretzels, yogurt, frozen custard, so-called health and natural foods, donuts, bakery items, cookies or any combination or variety of the foregoing, not in excess of 2,500 square feet of net leasable floor area.

c. No part of Premises leased to any other occupant of the Shopping Center shall be employed to operate a bingo or other game room, pool hall, teen club, theater or any other entertainment enterprise.

3. With respect to the Department Store Premises shown on Exhibit B attached to the Lease, Landlord represents that the following provisions will be included in the Lease Agreement between the Landlord and K-Mart Corporation and will not be amended or revoked without the prior written consent of the Tenant:

“...The premises hereby demised may be used for any lawful purpose, provided, however, that Tenant may not operate as a supermarket in the demised premises or operate a supermarket or grocery store as a department of the demised premises if a supermarket is operating (periods of reconstruction due to remodeling and casualty included) in the building marked “Supermarket” on Exhibit B ...”

4. If the Tenant of the Leased Premises shall not engage in the sale of intoxicating liquors, including wine or beer, or operate a supermarket grocery thereon, any restriction imposed on Landlord regarding the use of other premises in the Shopping Center of which the Leased Space is a part shall be inoperable with respect to the activity in which Tenant is not engaged. For purposes of this Section, Tenant shall be deemed to have ceased operating a supermarket grocery store on the Leased Premises in the event it has ceased to use in excess of 750 square feet of floor area (one-half of adjoining aisles being included in the measurement of such area) for the sale of food or food products.

The terms, covenants and conditions of the Lease are incorporated herein by reference with the same force and effect as though fully set forth herein.

The purpose of this Memorandum of Lease is to give notice of the existence of such Lease, and it is understood this Memorandum of Lease shall not change, modify or amend the aforesaid Lease in any respect.

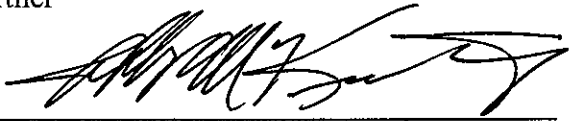
This Memorandum of Lease may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

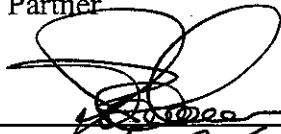
LANDLORD:

MAPLE JOINT VENTURE, a Nebraska general partnership

By: Venture-50, Inc., a Nebraska corporation,  
Partner

By   
Name: JEFFREY M. KEATING  
Title: V.ICE PRESIDENT

By: Lerner Maple Partnership, a Nebraska general partnership, Partner

By   
Name: J. R. LERNER  
Title: OWNER

TENANT:

BAKER'S FOOD GROUP, INC., a Nevada corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

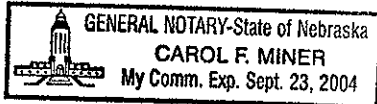
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of MARCH, 2001 by JEFFERY M. KEATING, VICE PRESIDENT of Venture-50, Inc., a Nebraska corporation, on behalf of the corporation, Partner on behalf of Maple Joint Venture, a Nebraska general partnership.



Carol F. Miner  
Notary Public  
My Commission Expires: 9-23-04

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of MARCH, 2001 by JAY R. LERNER, Partner on behalf of Lerner Maple Partnership, a Nebraska general partnership, Partner on behalf of Maple Joint Venture, a Nebraska general partnership.



Carol F. Miner  
Notary Public  
My Commission Expires: 9-23-04

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_ of Baker's Food Group, Inc., a Nevada corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



FILE: C98097I

EXHIBIT "A"

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Lot 2, Hillsborough Replat ~~H~~, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, being a replatting of Lot 12, Hillsborough Replat I, Douglas County, Nebraska.