

LEASE AGREEMENT

This Lease Agreement, made and entered into as of the 5th day of March 1980

by and between KING HOLDING COMPANY, a Tennessee corporation, and SUPERX DRUGS CORPORATION, Lessee (hereinafter called Landlord), and Lessee (hereinafter called Tenant).

That Landlord and Tenant have entered into a Lease of even date herewith demising into Tenant a store room and its appurtenances located in the Kroger Shopping Center

all of which is more particularly described in said Lease, located in the City of Alcoa

County of Blount and State of Tennessee for a term of twenty (20) years beginning on the first day of November 1980, and ending on the last day of October 2000 upon certain terms, covenants, and agreements contained in such Lease and upon covenants and agreements and in reliance upon representations and warranties set forth in a Lease Agreement of even date referred to in said Lease.

WHEREFORE, in consideration of the execution and delivery of said Lease and of One Dollar (\$1.00) in hand each paid to the other, the receipt and satisfaction of all of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. This instrument is the Lease Agreement referred to in the above-mentioned Lease and is made for the purpose of supplementing and completing such Lease and is to be deemed a material part thereof for all purposes and to the same extent as if actually set forth herein. Any reference to the word "Lease" herein shall include the provisions of this Lease Agreement as though fully contained herein.

2. Landlord, at its own cost, agrees to prepare the described land and construct thereon a complete Shopping Center as shown on the plot plan attached hereto, including the store room for Tenant. Tenant's store room shall be constructed according to plans and specifications to be prepared by Landlord's architect. Tenant shall have the right to approve such plans and specifications as to general conformity with the plot understanding of the parties, but approval thereof shall not imply its approval of structural or engineering design or the quality or fitness of any material or device used. Tenant will furnish Landlord drawings specifying Tenant's requirements, particularly location and sizes of all door openings; docks; type and color of floor coverings and decorative fixtures and electrical and plumbing fixtures and all plumbing fixtures and electrical outlets and sprinkler system. 11

3. The entire tract of land on which Landlord is to construct said Shopping Center is shown on the plot plan attached to and made a part hereof. Such plot plan designates the location and size of all buildings to be constructed, store sizes, parking area, which shall be sufficient for 263 cars and tenants' delivery service areas. All that portion of the tract of land not covered by buildings is to be Common Area for the joint use of all tenants, customers, invitees, all employees. No part of the Common Area may be improved without the prior written consent of Tenant. Landlord agrees, at its own expense, to maintain all Common Area in good repair, to keep such area clean, to remove snow and ice therefrom, to keep such area lighted during hours of darkness when stores are open for business, and to keep the parking area properly striped to assist in the orderly parking of cars. Any claim for damage to property and any claim arising from or out of the injury or death of any person while on the Common Area shall be the responsibility of Landlord and Tenant jointly and severally. Public liability and Property Damage insurance to protect Landlord and Tenant jointly and adequately against such claims.

4. Landlord represents and warrants that the demised premises, and the entire Shopping Center, are, or will be, well built, properly constructed, structurally safe and sound, and suitable and fit, and that during the term of this Lease, or any renewals hereof, it will so maintain them.

5. Landlord will, at its own expense, have a topographical survey of the site, including boundary, the measurements, containing the legal description set forth in the Lease prepared by a licensed surveyor within thirty (30) days of receipt of the Lease. Fully executed, and will promptly supply three copies of such survey to Tenant, at no charge to Tenant. If the dimensions shown by such survey vary materially, in Tenant's sole judgment, from those shown on the attached plot plan or from the description set forth in the Lease, Tenant may, within thirty (30) days of receipt of such survey, cancel this Lease. Thereupon the Lease shall end, and neither of the parties shall have any further obligation hereunder to the other.

6. If the premises are not ready for occupancy within ninety (90) days after the commencement date, as stated above, Tenant may cancel the Lease, and the obligations of the parties thereunder shall thereupon end. The words "ready for occupancy" shall mean that the premises are fully completed in accordance with the plans and specifications, and that all tools, scaffolding, surplus building materials, waste, debris, and rubbish of every sort in or about the demised premises have been removed, certificates of inspection or similar approvals required in the community have been delivered to Tenant, and exclusive possession of the demised premises is delivered to Tenant.

7. Prior to completion of improvements to be made by Landlord, Tenant shall have the right and privilege to receive, store, and install its trade fixtures in or on the demised premises, provided, however, that receiving, storing, and installing shall be in a manner that will not interfere with Landlord's work. It is expressly agreed that such action by Tenant shall not constitute acceptance of such premises as being completed as required herein.

8. Tenant shall pay to the Landlord rental for the demised premises of Five Thousand Fifty-nine and 67/100 Dollars (\$ 5,059.67) per month payable in advance. Rent hereunder shall commence on the day Tenant opens its store on the demised premises for business, or forty-five (45) days after the demised premises are ready for occupancy, as hereinafore defined, whichever shall be earlier. provided, however, that the Tenant may withhold opening its store for business without incurring any rental obligation, notwithstanding more than forty-five (45) days from the date the store is completed and delivered to Tenant shall have elapsed, until each of the tenants mentioned in paragraph 22, hereof, and such other tenants as may be necessary to cause at least 75% of the floor area of the Shopping Center to be completed and opened for business. Landlord shall give Tenant notice in writing specifying the date on which the demised premises will be ready for occupancy at least twenty-one (21) days in advance thereof. If for any reason Landlord fails to deliver the demised premises on the date specified aforesaid, Landlord agrees to hold Tenant harmless from any additional expenses which Tenant may incur due to any such delay, and the Tenant, after notice to Landlord, shall be entitled to deduct any such loss from any rentals payable hereon. If at any time the rent should become due for a part of a month, such rent shall be prorated and paid on or before the tenth day of the following month. Landlord further agrees that should the demised premises be ready for occupancy during any period commencing October 1 and ending January 1, all rent hereunder shall abate until the next February 15, or the date when Tenant shall open its store in the demised premises for business, whichever date shall be earlier.

9. It is agreed that if any rents shall be in default or if Tenant shall default in any of the covenants herein contained, and should such default continue for thirty (30) days after receipt by Tenant of written notice thereof, it shall be lawful for Landlord to re-enter the demised premises and again have and enjoy the same. SEE ADDITION TO PARAGRAPH 9.

10. Tenant may use the demised premises in any lawful manner. Landlord will supply any apparatus, appliance or material and will cause any work to be done in and about the demised premises which may be required or ordered by any lawful authority unless such requirement is brought about specially by Tenant's particular type of business operation, in which case Tenant shall supply and install the same.

11. Landlord shall maintain the structure and the exterior of the premises, including, but without limitation, all paved areas, outdoor lighting fixtures, entrance and exit doors including door covers, windows in the outside wall, all structural portions of the building, and all interior utility and service pipes and lines. Tenant shall be responsible for routine servicing of water heaters and sabbot, and all other equipment of occupancy. Tenant agrees to enter into a heating, ventilating, and air conditioning service contract covering the building and air conditioning equipment at Tenant's expense, provided, however, that Landlord shall pay for the excess over \$50.00 (including parts and labor) per incident of repair to the aforementioned equipment performed under said contract. Landlord shall be responsible for all repairs, maintenance, and replacement of such equipment, except that those repairs which have occurred or will occur to the demised premises, by reason of Landlord's failure to maintain and repair the demised premises as set forth in the agreement shall be borne by the Landlord.

12. Landlord has both the right and the responsibility to enter the demised premises periodically, at any reasonable time, to inspect the condition of said premises and to make repairs. All construction, repairs, restorations, alterations, additions, or payments which are obligations of Landlord, shall be completed or made within reasonable time; should Landlord neglect or refuse to make or perform such construction, repairs, restorations, alterations, additions, or payments, or payments after notice, Tenant, without liability or forfeiture of its term or terms hereon, may make or perform such construction, repairs, restorations, alterations, additions, or payments, and deduct the cost thereof from the Tenant's operation.

SEE MODIFICATION OF PARAGRAPH 11.

17. Tenant shall maintain the structure and the exterior of the premises, including, but without limitation, all paved areas, outdoor lighting fixtures, entrance and exit doors including door covers, windows in the outside wall, all structural portions of the building, and all interior utility and service pipes and lines. Tenant shall be responsible for routine servicing of water heaters and sabbot, and all other equipment of occupancy. Tenant agrees to enter into a heating, ventilating, and air conditioning service contract covering the building and air conditioning equipment at Tenant's expense, provided, however, that Landlord shall pay for the excess over \$50.00 (including parts and labor) per incident of repair to the aforementioned equipment performed under said contract. Landlord shall be responsible for all repairs, maintenance, and replacement of such equipment, except that those repairs which have occurred or will occur to the demised premises, by reason of Landlord's failure to maintain and repair the demised premises as set forth in the agreement shall be borne by the Landlord.

18. Landlord, at its own cost, agrees to prepare the described land and construct thereon a complete Shopping Center as shown on the plot plan attached hereto, including the store room for Tenant. Tenant's store room shall be constructed according to plans and specifications to be prepared by Landlord's architect. Tenant shall have the right to approve such plans and specifications as to general conformity with the plot understanding of the parties, but approval thereof shall not imply its approval of structural or engineering design or the quality or fitness of any material or device used. Tenant will furnish Landlord drawings specifying Tenant's requirements, particularly location and sizes of all door openings; docks; type and color of floor coverings and decorative fixtures and electrical and plumbing fixtures and all plumbing fixtures and electrical outlets and sprinkler system. 11

19. The entire tract of land on which Landlord is to construct said Shopping Center is shown on the plot plan attached to and made a part hereof. Such plot plan designates the location and size of all buildings to be constructed, store sizes, parking area, which shall be sufficient for 263 cars and tenants' delivery service areas. All that portion of the tract of land not covered by buildings is to be Common Area for the joint use of all tenants, customers, invitees, all employees. No part of the Common Area may be improved without the prior written consent of Tenant. Landlord agrees, at its own expense, to maintain all Common Area in good repair, to keep such area clean, to remove snow and ice therefrom, to keep such area lighted during hours of darkness when stores are open for business, and to keep the parking area properly striped to assist in the orderly parking of cars. Any claim for damage to property and any claim arising from or out of the injury or death of any person while on the Common Area shall be the responsibility of Landlord and Tenant jointly and adequately against such claims.

20. Landlord represents and warrants that the demised premises, and the entire Shopping Center, are, or will be, well built, properly constructed, structurally safe and sound, and suitable and fit, and that during the term of this Lease, or any renewals hereof, it will so maintain them.

21. Landlord will, at its own expense, have a topographical survey of the site, including boundary, the measurements, containing the legal description set forth in the Lease prepared by a licensed surveyor within thirty (30) days of receipt of the Lease. Fully executed, and will promptly supply three copies of such survey to Tenant, at no charge to Tenant. If the dimensions shown by such survey vary materially, in Tenant's sole judgment, from those shown on the attached plot plan or from the description set forth in the Lease, Tenant may, within thirty (30) days of receipt of such survey, cancel this Lease. Thereupon the Lease shall end, and neither of the parties shall have any further obligation hereunder to the other.

92. Landlord agrees that it will not use or permit to be used for advertising purposes any part of the shopping center, but it will permit Tenant to place signs and other objects thereon to place their names or signs on the exterior of their respective portions of such Shopping Center, provided that such signs are harmonious in style. Landlord will not permit occupants of the Shopping Center to post the names of any advertising directly on any part of the buildings of the Shopping Center.
93. any remodeling, alterations, and additions to demised premises which Tenant may deem necessary during the term hereof or of any renewals thereof shall be made at Tenant's expense, and Landlord hereby consents thereto. Major structural changes to such premises shall be made only with Landlord's written consent, which consent shall not be unreasonably withheld. Tenant shall be under no obligation to restore or remove any such change at the expiration hereof.
94. All fixtures and equipment, of whatsoever nature, placed on or installed in or upon the premises by Tenant shall remain its property, and it shall have the right to remove the same at any time. **SEE ADDITION TO PARAGRAPH 15.**
95. If the demised premises shall be damaged by fire, casualty, or other causes, they shall be promptly restored by Landlord, and, as aforesaid, there shall be an abatement or a proportionate reduction of the rent. If such premises shall be condemned by lawful authority as unsafe or unfit for use, or if they shall become partially or wholly destroyed by fire or other causes, so as to render them untenantable for a period in excess of ninety (90) days, the Lease shall terminate, provided, however, that if Landlord commences restoration of the premises within three years of the date on which the premises were rendered untenantable, it shall give notice of such fact to Tenant and Tenant shall have sixty (60) days after receipt thereof to elect whether or not to take a new lease thereon commencing upon the completion of the restoration for a term equal to the balance of the term remaining under the Lease at the time the premises become untenantable. All other conditions of such Lease, including renewal terms, shall be the same as are contained herein and in the Lease. Any rental paid in advance and at the time unearned shall be refunded. **SEE ADDITION TO PARAGRAPH 16.**
96. If any asset, including such as any of all types, part of the common area, is substituted or blocked for repairs, ~~the substitution or blockage shall be deemed to be a breach of the lease and shall constitute a default by Tenant.~~ **SEE MODIFICATION OF PARAGRAPH 17.**
97. ~~Tenant shall be responsible for the maintenance and repair of the demised premises and the common area.~~ **SEE MODIFICATION OF PARAGRAPH 17.**
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106. Except as otherwise provided herein, Landlord shall not be liable for any damage to fixtures or merchandise of Tenant caused by fire or other hazards normally covered by fire and extended coverage insurance, regardless of the cause thereof, and Tenant does hereby expressly release Landlord of and from all liability for such damages. Tenant shall not be liable for any damages to the demised premises, or any part thereof, caused by fire or other insurable hazards, regardless of the cause thereof, and Landlord does hereby expressly release Tenant of and from all liability for such damages. Landlord agrees to keep the demised premises insured for fire and extended coverage for the insurable value thereof in responsible insurance companies authorized to do fire and extended coverage insurance business in the state where demised premises are located. Landlord agrees that all insurance policies, including plate glass insurance, shall include a clause waiving rights of subrogation against the Tenant. **SEE ADDITION TO PARAGRAPH 19.**
107. Landlord agrees to hold Tenant harmless from any and all claims which may arise from, on or about the demised premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appliances required by law or the terms hereof to be maintained in good repair by Landlord.
108. **SEE ADDITION TO PARAGRAPH 20.**
109. In the event the premises hereby leased, or any part thereof, are taken in condemnation proceedings, Tenant may cancel this Lease, in the event any part of the buildings of the Shopping Center, or Common Area, or right-of-way adjoining, or approaches to the Shopping Center are taken in condemnation proceedings so that in the reasonable judgment of Tenant the premises remaining would be unsatisfactory for Tenant's business operation, Tenant may cancel the Lease, or, at its option, retain the premises, in which latter event Landlord will restore the entire remaining Shopping Center to proper tenantable condition forthwith. Until the Shopping Center is restored to proper tenantable condition rental shall abate. Thereafter rental shall be reduced in proportion to the amount of land and/or building area lost, or if Tenant shall elect, in proportion to the effect of the loss of such area on Tenant's business. For the purpose of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation or in lieu of condemnation proceedings. Nothing herein contained shall constitute a waiver of Tenant's right to compensation for damages. **SEE ADDITION TO PARAGRAPH 21.**
110. Landlord represents and warrants to Tenant, and this Lease has been entered into by Tenant in reliance upon the representation and warranty of Landlord, that such Shopping Center will contain at least the following tenants with store sizes set opposite their names under leases for terms not less than **twenty (20)** years which are non-cancelable during such time by said Tenants and Landlord covenants not to consent to cancellation of any such lease, to wit:
Kroger - 42,130 Sq. Ft.
111. Landlord agrees that he has or will acquire lawful title and right to make this Lease for the term aforesaid and that he will provide Tenant with evidence thereof prior to the time at which Tenant takes possession of the premises, and that he will put the Tenant into complete and exclusive possession of the premises, including joint use of the Common Area, free from all orders, restrictions, and notices of any public or quasi-public authority, and that if the Tenant shall pay the rental and perform all the covenants and provisions of this Lease to be performed by the Tenant, the Tenant shall during the term demised, freely, peaceably and quietly occupy and enjoy the full possession of the premises hereby leased, including the joint use of the Common Area, and the tenements, hereditaments and appurtenances thereunto belonging and the rights and privileges herein granted without molestation or hindrance, lawful or otherwise, and that if at any time during the term hereby demised the title of the Landlord shall fail or be discovered not to enable Landlord to grant the term hereby demised the Tenant shall have the option, at Landlord's expense, to correct any default, or annul and void this Lease.
112. Landlord represents and warrants that the demised premises and the entire Shopping Center are free and clear of any and all incumbrances excepting real estate taxes and assessments for the current year and thereafter which are assumed and will be paid by Landlord as they become due and payable. ~~and assessments~~ **SEE ADDITION TO PARAGRAPH 24.**
113. If any mortgage, deed or trust, or lease has been recorded on the demised premises prior to the recording of the Lease, Landlord will notify Tenant thereof and will deliver to Tenant, in form satisfactory to Tenant, Subordination Agreements subordinating any such instruments to the Lease. Landlord and Tenant agree that this Lease Agreement shall not be recorded.
114. Tenant may sublet or assign the demised premises at any time provided the business which such subtenant or assignee proposes to conduct does not conflict with exclusive rights granted by Landlord in leases to other tenants. Tenant may notify Landlord of its intent to sublet or assign and the nature of the business proposed to be conducted by the subtenant or assignee. If such notice is given and Landlord does not object within ten days, it shall be conclusively presumed that the proposed business does not conflict with any exclusive rights. Landlord shall, at any time Tenant may request, supply to Tenant copies from leases to other tenants of all clauses granting exclusive rights to conduct various businesses in the Shopping Center. **SEE ADDITION TO PARAGRAPH 25.**
115. All notices required under this Lease shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail with return receipt requested, to Landlord at the last address where rent was paid or to Tenant at its Office at **P.O. Box 46162 Cincinnati, Ohio 45240**
116. or to any subsequent address which either may designate for such purpose. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.
117. This instrument, its attachments and the Lease contain the entire agreement between the parties and there are no covenants, express or implied, except as contained herein. No abatement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of said Lease.
118. The provisions of this Lease shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
119. Make rent checks payable to **KING HOLDING COMPANY**

176. Tenant agrees to pay to Landlord a sum of money equal to two and one-half percent (2½%) of its sales in excess of \$2,128,643.00, hereinafter called the minimum sales base, made from the leased premises during each lease year, provided, however, that in no event shall the sum of money payable under the terms of this paragraph exceed \$25,000.00 in any one lease year. A report of sales made from the leased premises shall be given to Landlord by Tenant within 30 days after the close of the preceding lease year, and if sales disclosed thereby are sufficient to require a payment hereunder, such payment shall accompany such report. For the purpose of this paragraph "sales" shall not include rebates; refunds; allowances to customers; sales discount sales to employees; direct sales to physicians and surgeons; cost of trading stamps; sales of cigarettes and other tobacco products; sales of alcoholic beverages; or any excise tax. Receipts from sales of money orders, lottery tickets or insurance; income from check cashing, bank activities or vending machines; and similar receipts or income shall be included in sales only to the extent that any income, commissions, fee, or share of receipts related thereto is retained by Tenant. The words "lease year" shall mean a period of 12 successive months. The first lease year shall begin on the commencement date of this lease, provided, however, that it shall include any period of time preceding the defined lease year during which Tenant is open for business prior to the commencement date, and further provided that the minimum sales base shall be increased pro rata for any such additional period, but shall not be decreased should Tenant open for business after said commencement date.
198. In the event the premises are ever occupied under a month-to-month tenancy, the percentage payment hereunder shall either be calculated on an annual basis, if the premises are occupied for a full year, or, if not occupied for a full year, shall be calculated on the basis of a pro rata portion of the minimum sales base above stated corresponding to the proportionate part of the year during which rent is paid for the premises by Tenant. Payment in such case shall be made within 30 days after the end of any year of such tenancy or other earlier termination of such tenancy.
205. Nothing herein contained shall be construed to indicate that percentage payments are rentals and Tenant shall at no time be liable for any percentage payments except those specified herein resulting from actual sales (as defined herein) by Tenant.
208. Any payments made by Tenant to Landlord under Additions to Paragraphs 3, 19, and 24 contained in the Rider attached hereto shall be a credit for the year in which paid against any percentage payment which may become due for such year.

(A Rider, containing 119 numbered, typewritten lines, is attached hereto and made a part hereof.)

- 3 = C. A. M. PAYMENTS.
 19 = INSURANCE PAYMENTS.
 24 = REAL ESTATE TAXES.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed as of the day and year first above written.

Signed and acknowledge in
 duplicate in presence of:
 Witnesses for Landlord:

John G. Wheeler
William J. Wheeler

Witnesses for Tenant:

James G. Walker
Maudie June Walker

Landlord: KING HOLDING COMPANY.

H. G. King (Seal)
 H. G. King, President (Seal)
 (Seal) (Seal)



Tenant: SUPERX DRUGS CORPORATION

By *A. McCallum* (Seal)
 C. N. Ballinger, V. President 2-12-70

STATE OF _____ } SS
COUNTY OF _____

This day, before me, a Notary Public of the State and County aforesaid, personally appeared

_____ with whom I am personally acquainted
and who upon oath acknowledged himself to be the Landlord in the foregoing Lease and acknowledges the signing to be
voluntary act.

Witness my hand and official seal this _____ day of _____, 19____ Notary Public

My commission expires _____

STATE OF TENNESSEE } SS
COUNTY OF BLOUNT

This day, before me, a Notary Public of the State and County aforesaid, personally appeared H. G. King
and who upon oath acknowledged himself ~~to be~~ to be President
of King Holding Company

the Landlord in the foregoing Lease, and that as such officer(s), being duly authorized so to do, they executed the foregoing instrument for
the purposes therein contained by signing in the name of the corporation as such officer(s).

Witness my hand and official seal this 4TH day of FEBRUARY, 1980
Laura J. McQueen Notary Public

My commission expires 10-18-81

STATE OF OHIO } SS
COUNTY OF HAMILTON

This day, before me, a Notary Public of the State and County aforesaid, personally appeared C. N. Ballsrud
_____, Vice President, Superc Drugs Corporation
with whom I am personally acquainted and who upon oath acknowledged himself to be such officer of Superc Drugs Corpo-
ration, _____ Lessee in the foregoing Lease, and that he as such _____ VICE President, being authorized so to do, executed
the foregoing instrument for the purposes therein contained by signing in the name of the corporation as such officer.

Witness my hand and official seal this 5th day of march, 1980
Mardae June Valber Notary Public

My commission expires 10-31-80

WMARDEE JUNE VALBER
Notary Public
My Commission Expires 10-31-1980

R I D E R

1. This Rider, consisting of 119 numbered, typewritten lines, is hereby attached to and made a part of this Lease Agreement between KING HOLDING COMPANY, a Tennessee corporation, as Landlord, and SUPERX DRUGS CORPORATION, a Michigan corporation, as Tenant.

ADDITION TO PARAGRAPH 3:

5. Except for structural items such as (but not limited to) paving, drainage, curbs, and gutters, which are the responsibility of the Landlord during the first five (5) years of the Lease, Tenant agrees to pay its pro rata share of Landlord's actual expenditures for Common Area Maintenance, which shall include among other things such items as lighting, cleaning, snow removal, lanescaping, and striping. Commencing with the sixth year of the Lease, the Landlord's cost of maintaining the paving, drainage, curbs, and gutters shall be included in the aforementioned expenditures for Common Area Maintenance. Tenant's proportionate share shall be in the ratio which the number of square feet of the first floor area in the storeroom leased to it bears to the total number of square feet of all rentable area included in the buildings comprising the complete Shopping Center Landlord agrees to invoice Tenant annually, not later than thirty (30) days after the end of each lease year, and Tenant agrees to pay the same within thirty (30) days of receipt of the invoice. Tenant shall have no obligation to pay any invoice not properly supported with copies of all bills constituting Landlord's total expenses together with a computation of Tenant's proportionate share thereof. (See Lease Agreement, Paragraph 30, Lines 208-210.)

ADDITION TO PARAGRAPH 6:

23. In the event of delays in construction of the demised premises caused by strikes, war, acts of God, or other causes beyond the control of Landlord, the commencement and expiration dates of the Lease will be extended for a period of time equal to the time of any such delays, provided such extension shall not be longer than 180 days.

ADDITION TO PARAGRAPH 9:

28. Landlord's rights under this paragraph shall be in addition to any other remedy available to Landlord at law or in equity.

MODIFICATION OF PARAGRAPH 11:

30. Landlord shall maintain the structure and the exterior of the premises, including, but without limitation, all paved areas for the first five years of the term hereof, all structural portions of the building, subfloor, and all exterior utility and service pipes and lines. Tenant shall be responsible for servicing of water heaters, heating and air conditioning equipment, which service shall include cleaning, oiling, adjustments, and maintenance or repairs to such equipment (except replacement, repairs, and maintenance covered by warranties held by Landlord). Landlord shall assign all warranties on said equipment to Tenant on the date Tenant takes occupancy of the premises. Tenant shall be responsible for all other replacement of such equipment except that assumed by Landlord. Any damage to Tenant's property occurring by reason of Landlord's failure to maintain and repair the demised premises as set forth in this agreement shall be borne by Landlord.
43. In the event Tenant replaces heating and/or air conditioning equipment or water heaters within the last five (5) years of the term herein provided, Landlord agrees to reimburse Tenant for one-half the cost of such replacement; provided, however, that should Tenant exercise its option to renew for a term of five years as provided herein, Tenant shall in that event return to Landlord Landlord's 50% contribution toward the cost of said replacement.

49. Landlord shall not be responsible for any damage to Tenant's property unless Tenant has first notified Landlord, in writing, immediately following the occurrence of the need for any repair or maintenance of the premises and Landlord has had a reasonable time, emergency situations excepted, from receipt of such notice to commence such repair or maintenance.

RIDER (Cont'd)

ADDITION TO PARAGRAPH 15:

54. Tenant shall repair any damage to the demised premises resulting from Tenant's
55. removal of such property, normal wear and tear excepted.

ADDITION TO PARAGRAPH 16:

56. Tenant agrees that if restoration is started but not completed within the
57. ninety (90) days provided for in Line 105 hereof, Tenant shall not have the
58. right to terminate if Landlord is diligently proceeding to restore the premises
59. and such restoration is completed within an additional ninety (90) days.

MODIFICATION OF PARAGRAPH 17:

60. If any street, adjoining right-of-way, or all or any part of the Common Area is
61. obstructed or blocked for repairs, reconstruction, or otherwise to the extent
62. the operation of Tenant's business is adversely affected by 10% or more compared
63. to Tenant's average weekly sales for the ninety (90) days immediately prior to
64. the blockage, a proportionate reduction of rent shall be made. If customer
65. access to Tenant's store is blocked, rent shall totally abate.

ADDITION TO PARAGRAPH 19:

66. Tenant agrees to pay its pro rata share of Landlord's cost of fulfilling its
67. insurance obligations as provided for in Paragraphs 3 and 19 hereof. Landlord
68. agrees to provide Tenant with a receipted copy of the insurance premium and
69. Tenant agrees to reimburse Landlord for same within thirty (30) days after
70. receipt of said statement. Any payment due hereunder shall be prorated as of
71. the termination or expiration date of this Lease Agreement. (See Lease Agree-
72. ment, Paragraph 30, Lines 208-210.)

ADDITION TO PARAGRAPH 20:

73. Tenant agrees to hold Landlord harmless from any and all public liability
74. claims which may arise from, on, in, or about the demised premises when such
75. claims arise out of or are caused, in whole or in part, by negligence of Tenant
76. in the operation of its business in the demised premises, or its employees or
77. agents while engaged in services for Tenant. It is further understood that
78. Landlord shall not be held harmless from any and all public liability claims
79. when Landlord is contributorily negligent.

ADDITION TO PARAGRAPH 21:

80. Should a total of less than twenty (20) feet in all condemnations be taken
81. along the right-of-way lines of Hall Road and/or Rankin Road to be measured at
82. right angles to the property lines as those right-of-way lines now exist and
83. are shown on the attached plot plan, the cancellation and rental reduction,
84. provisions of this Lease shall not operate as a result of said condemnation,
85. provided vehicular access for ingress and egress between the Common Area and
86. said streets remains during and after such taking in equal numbers and in com-
87. parable locations. The condemnation limit line is shown on the attached plot
88. plan in green. The effect of loss of land and/or building area on Tenant's
89. business as referred to in Paragraph 21 shall be determined by comparing the
90. sales in the premises for the 12 weeks immediately preceding such loss to the
91. sales in the premises for the 12 weeks immediately following such loss, and if
92. the sales for the 12 weeks following such loss are less than the sales for the
93. 12 weeks preceding such loss, then the monthly rental shall be reduced in pro-
94. portion to the sales loss.

ADDITION TO PARAGRAPH 24:

95. Commencing on the date Tenant opens for business in the demised premises,
96. Tenant shall pay its pro rata share of the general real estate taxes on the
97. Shopping Center. Tenant's responsibility shall be in the ratio which the
98. number of square feet of the first floor area in the storeroom leased to it
99. bears to the total number of square feet of all rentable area included in the
100. buildings comprising the complete Shopping Center. Landlord will furnish
101. Tenant photostatic copies of any tax bills paid by him and records reasonably
102. necessary to calculate the obligation of Tenant or Landlord hereof, and Land-
103. lord further agrees to join Tenant in appealing any unreasonable tax assessment

RIDER (Cont'd)

ADDITION TO PARAGRAPH 24 (Cont'd)

104. Landlord shall notify Tenant in writing within ten (10) days of receipt of any
105. notice that real estate taxes are to be increased and, in the event Tenant so
106. elects, Landlord shall join with Tenant in proceedings to protest such increase.
107. Landlord agrees to pay all taxes before delinquency, and shall further obtain
108. all savings offered for early payment, and Tenant shall not be obligated to pay
109. any portion of any penalty for delinquent payment. Any payment due hereunder
110. shall be prorated as of the termination or expiration date of this Lease Agree-
111. ment. Tenant shall pay any installations of assessments on the demised premi-
112. ses. If Tenant pays such taxes and assessments to Landlord at least seven (7)
113. days prior to their due date or such later date which is within fifteen (15)
114. days after the date Landlord has furnished Tenant the information necessary to
115. calculate the obligation of Tenant, Tenant shall not be responsible for any
116. penalties for delinquencies relating thereto. (See Lease Agreement, Paragraph
117. 30, Lines 208-210.)

ADDITION TO PARAGRAPH 25:

118. In the event of any assignment or subletting as herein provided, Tenant shall
119. remain primarily liable under the terms of the Lease and Lease Agreement.

MEMORANDUM OF LEASE

WITNESSETH:

That on March 5, 1980, SuperRx Drugs Corporation, a Michigan corporation, predecessor in interest to Hook-SuperRx, Inc., a Delaware corporation, as Lessee entered into a lease with King Holding Company, a Tennessee corporation, as Lessor, leasing the demised premises known as 230 Hall Road South in the Kroger Shopping Center, in the City of Alcoa, County of Blount, State of Tennessee.

The Shopping Center premises in which the demised premises are located are more particularly described below.

SITUATED in District No. 9 of Blount County, Tennessee, and in the City of Alcoa, and being more particularly described as follows:

BEGINNING at a point in the southwest edge of Hall Road, corner to McNutt; (1) thence with the southwest edge of Hall Road N 37-03-15 W, 427 feet to a point in the southwest edge of Hall Road, corner to Big K property; (2) thence with Perry S 52-57-34 W approximately 468.21 feet to a point in the northeast edge of Rankin Road; (3) thence with the northeast edge of Rankin Road S 38-39-20 E, 437.17 feet to a point in the northeast edge of Rankin Road, corner to McNutt; (4) thence with McNutt N 52-37-34 E, 190.52 feet to a point, corner to McNutt; (5) thence with McNutt N 37-02-15 W, 10 feet to a point, corner to McNutt; (6) thence with McNutt N 52-57-34 E, 264.87 feet to a point of BEGINNING.

Said lease is hereby modified to provide for a twenty (20) year term commencing the first day of June, 1992 and ending on the last day of May, 2012, with a privilege of two (2) successive renewals of five (5) year term each.

Said lease contains a restrictive covenant for the benefit of the Lessee against competing businesses.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals November 25, 1992, (as to Lessor) and November 24, 1992, (as to Lessee).

Signed and acknowledged in quadruplicate in presence of:

Witnesses for Lessor:

LESSOR: KING HOLDING COMPANY

Leslie Medley
James R. Dodson

Harold G. King
By: Harold G. King
Its: President

Witnesses for Lessee:

LESSEE: HOOK-SUPERX, INC.

Turner King
Mary C. Signi

A. N. Ballsrud
By: C. N. Ballsrud
Its: V. President-Properties
EG.V.



LANDLORD CORPORATION

STATE OF Tenn }
COUNTY OF Blount }
} SS:

On this 25th day of Nov, 1992, before me, Charles E. Ritter
Harold G. King
the undersigned, personally appeared _____ of KING HOLDING COMPANY,
who acknowledged himself/~~herself~~ to be the President _____ of KING HOLDING COMPANY,
Tennessee, and that he/~~she~~ as such officer(s), being authorized to do so, executed the
a corporation, and that he/~~she~~ as such officer(s), being authorized to do so, executed the
foregoing instrument for the purposes therein contained, by signing the name of the corporation by
himself/~~herself~~ as such officer _____.

In Witness Whereof, I hereunto set my hand an official seal
My Comm Expires 1-13-93
Charles E. Ritter

TENANT

STATE OF OHIO }
COUNTY OF HAMILTON }
} SS:

On this 24 day of March, 1992, before me, Nancy C. Gilpin
the undersigned, personally appeared C. N. Ballsrud
who acknowledged himself/~~herself~~ to be the V. President-Properties
_____ of HOOK-SUPERX, INC. a Delaware ~~x~~ corporation, and that
he/~~she~~ as such officer(s), being authorized to do so, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as
as such officer _____.

In Witness Whereof, I hereunto set my hand an official seal.
Nancy C Gilpin
Notary Public

NANCY C. GILPIN
Notary Public, State of Ohio
My Commission Expires June 2, 1995

This instrument was prepared by:
Paul Ritter, Esq.
HOOK-SUPERX, INC.
175 TRI-COUNTY PARKWAY
CINCINNATI, OH 45246