

THIS LEASE is made this THIRTEENTH day of SEPTEMBER, 19 83, by and between
JOHN L. BEHLES AND MARCELLA ANN BEHLES, Landlord,
and JMB CORPORATION, Tenant.

Definitions and formal terms are set forth on reverse side of this lease and constitute a part of this agreement.

The said Landlord in consideration of the agreements herein contained does hereby demise, lease and let the following described premises situated in the Town or City of SHERIDAN and State of WYOMING, generally described as, (street address, if any) 1447 COFFEEN AVENUE consisting of a store unit (ground floor: approximately 180 ft. front by 100 ft. deep and basement: XXX ft. by XXX ft.) together with the walks, appurtenances and rights of way thereto belonging.

This lease commences the FIFTEENTH day of SEPTEMBER, 19 83, and shall continue to and including the last day of SEPTEMBER, 19 93, for a period of TEN year(s) and XXX.

The Tenant agrees with the Landlord to pay as rent for the above premises the sum of EIGHTY TWO HUNDRED FIFTY Dollars (\$ 8250.00) per month, payable in advance on the first day of each and every month during the full term of this lease at 1447 COFFEEN AVENUE, SHERIDAN, WYOMING.

The Tenant shall have the option, exercisable by written notice to Landlord at least 90 days prior to the end of original term of this lease, to extend the lease for a period of TEN years, upon the same terms and conditions as are contained herein.

The parties hereto agree that rental payments shall not commence to accrue until either (a) that date on which Tenant opens its store for retail business in the premises, or (b) that sixty (60) days after delivery by Landlord to Tenant of the premises, whichever shall first occur.

The said Landlord does covenant that the said Tenant, on paying the rent and performing the covenants herein, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

The Tenant will keep the demised walks cleared of ice and snow. Tenant will not sell intoxicating beverages nor permit use of premises for any gambling or immoral practices. Tenant agrees to permit the Landlord or latter's agents or employees to enter premises at all reasonable times and to permit "For Rent" signs to be displayed during the sixty-day period before expiration of the lease.

If Tenant fails to cure any default under any of the covenants herein contained within 30 days after written notice from Landlord of any such default, Landlord shall have the right to re-enter and take possession of the demised premises, and thereupon said premises may be re-rented by Landlord, subject to provisions hereafter set forth, for such rent and upon such terms as Landlord deems satisfactory and if a sufficient sum shall not then be realized monthly to satisfy the rent provided in this lease, Tenant agrees to satisfy and pay all deficiency monthly during the remaining period of this lease. The acceptance by the Landlord of any rental payment shall constitute a waiver of any and all past defaults by Tenant.

In the event of total or "constructive total loss" of premises from any cause including condemnation, this lease shall terminate. In the event of "substantial loss" from the above causes, Tenant may elect to terminate lease by written notice thereof to Landlord; in event of "partial loss," the building shall be repaired and restored by Landlord as expeditiously as possible; in either of the latter two events the rent shall be reduced or abated to the extent and while the premises are unsuitable for business of Tenant.

Tenant will, at the end of this lease, quietly yield and surrender the aforesaid premises to the Landlord in as good condition and repair as when he took them, reasonable wear and tear, and damage from accident and casualty excepted. Each of the Landlord and Tenant and any person or entity claiming by or through them hereby waives all right to recovery from the other, and its employees, agents or representatives for damage or loss to the contents or to the demised premises when such loss is caused by any of the perils included within a standard form of fire and extended coverage insurance.

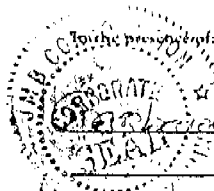
Landlord warrants the structural safety of the demised premises and agrees to make and pay for all exterior and structural repairs to the building on the demised premises, and also to make and pay for necessary repairs to sidewalks adjacent, elevators, plumbing, wiring and electrical (not including light bulbs), air conditioning and heating installations, walls, floor, and plate glass.

If the maintenance, repairs, and/or replacement, which are Landlord's responsibility are of an emergency nature, rendering notice impractical, or if Landlord does not complete such maintenance, repairs, and/or replacement within thirty (30) days after notice, Tenant may, but shall not be required to, perform such maintenance, repairs, and/or replacement and deduct the cost thereof from subsequent rental payments.

Tenant may erect on the exterior of the premises COAST TO COAST STORES' signs, and shall remove such signs upon termination of this lease. Tenant may install trade fixtures, signs, sign background, lighting fixtures and trade equipment, and may remove the same upon termination of lease.

The Landlord hereby agrees to the subsequent transfers and assignments of this lease and/or option without further notice, but only to a person, firm, or corporation, which is granted a franchise to operate a COAST TO COAST STORES on said premises (or to COAST TO COAST STORES (Central Organization), Incorporated), and thereupon Tenant shall be released and discharged from any further liability by reason of this lease. If Landlord notifies Tenant in writing of any default hereunder, or if Tenant ceases to operate a COAST TO COAST STORES on the foregoing premises, then COAST TO COAST STORES (Central Organization), Incorporated, may at its option, exercised by written notice to Landlord within 30 days after either of such events, assume and agree to perform the unexpired portion of this lease, and in such event shall have the right of transfer and assignment as set forth above.

IN TESTIMONY WHEREOF, both parties have executed this lease agreement the day and year first above written.



John L. Behles Landlord
Marcella A. Behles Landlord
JMB Corporation Tenant
John L. Behles President
Marcella A. Behles Vice President

FORMAL TERMS AND DEFINITIONS WHICH CONSTITUTE A PART OF THIS LEASE

NOTICES FROM LANDLORD: Notices from Landlord are to be sent by registered mail both to tenant at leased premises and to COAST TO COAST STORES (Central Organization), Incorporated at 10801 Red Circle Drive, Minnetonka, Minnesota 55343.

LANDLORD: This word includes natural or corporate persons; singular or plural; and heirs, successors, representatives or assigns.

TENANT: This word includes natural or corporate persons; singular or plural; sub-tenant, assignee or transferee; and heirs, successors or representatives.

CONSTRUCTIVE TOTAL LOSS: Any loss after which the cost of repairs would exceed the value of the premises after repairs have been made, shall be considered a "constructive total loss".

SUBSTANTIAL LOSS: Any loss after which the cost of repairs would be less than the value of the premises after such repairs have been made, but which requires more than 60 days for restoration of the premises to condition for Tenant's normal operation shall be considered a "substantial loss".

PARTIAL LOSS: Any loss damaging a part of the premises, but which does not substantially interrupt Tenant's normal operation, or any loss requiring less than 60 days for restoration of the premises to condition for Tenant's normal operation shall be considered a "partial loss".

ADDITIONAL AGREEMENTS WHICH ARE TO BECOME A PART OF THIS LEASE ARE NOTED BELOW.

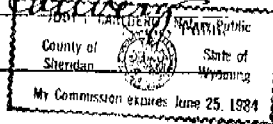
ITEM 1 : PREMISE CONTAINED HEREIN IS LEGALLY DESCRIBED AS; LOT 7, BLOCK 1 OF THE REPLAT OF SUGARLAND SOUTH. A SUBDIVISION IN SHERIDAN, COUNTY WYOMING AS RECORDED IN BOOK 1 OF PLATS, PAGE 321.

ITEM 2 : REFER TO ADDENDUM ATTACHED FOR PERCENTAGE RENT ADDITIONS.

INDIVIDUAL ACKNOWLEDGEMENT

State of Wyoming
County of Sheridan
On this 15th day of September, A.D. 19 83, before me a notary within and for said County, personally appeared John L. Behles and Marcella A. Behles to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that he Y executed the same as their free act and deed.

County of Sheridan



CORPORATE ACKNOWLEDGEMENT

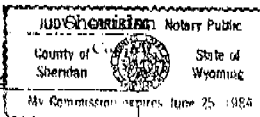
State of Wyoming
County of Sheridan
On this 15th day of September, 19 83, before me a Notary Public, within and for said County, personally appeared John L. Behles and Marcella A. Behles to me personally known who being each by me duly sworn, did say that they are respectively the President and the Vice President of JMB Corporation the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and John L. Behles and Marcella A. Behles

acknowledged said instrument to be the free act and deed of said corporation

John L. Behles
Notary Public

My Commission expires June 25, 1984

80540-1 RI-5C



514
PERCENTAGE RENT

Rider to Lease Agreement dated SEPTEMBER 13, 1983 between JOHN L. BEHLES, AND
MARCELLA ANN BEHLES and JMB CORPORATION
Covering Certain Premises Located at 1447 COFFEE AVENUE, SHERIDAN, WYOMING.

A. PERCENTAGE RENT

In addition to the Fixed Minimum Rent, the Tenant shall pay a Percentage Rent, for each full calendar year, in an amount
SEVEN PERCENT (7%)
equal to of "Gross Sales" (as hereinafter defined) from ONE MILLION FOUR HUNDRED
FOURTEEN THOUSAND TWO HUNDRED EIGHTY FIVE ⁷⁰/₁₀₀ DOLLARS (\$1,414,285.70)

~~XXXXXXXXXXXX~~ ~~XXXX~~ ~~XXXX~~
~~XXXX~~

For each day of any fractional calendar year, the Percentage Rent shall be figured on a basis of 1/365th of the foregoing sums, except that, if rent commences between September 30 and December 31 the Percentage Rent shall begin January 1 next.

B. GROSS SALES

The term, "Gross Sales," shall mean the total of all of Tenant's sales and charges for services made in connection with business transacted in, upon, and from the premises. It shall include sales for cash or upon credit. Each installment contract sale shall be treated as a Gross Sale for the full price or charge in the year during which such transaction occurs. Gross Sales shall exclude finance and service charges, delivery charges, installation charges, appliance service contracts, taxes added to the selling price of merchandise and paid for by the customer, proceeds from the sale of hunting and fishing licenses, and sales to employees; and shall be adjusted for refunds for merchandise returned, cancelled sales, allowances or adjustments granted to customers, transfer of merchandise from the leased premises to any other COAST TO COAST STORES store, merchandise used by Tenant, and any sales on credit written off as bad debts.

C. STATEMENTS BY TENANT

Tenant shall prepare and deliver to Landlord on or before March 31, for each preceding calendar year of the Lease (and before the 90th day after the end of the term of this Lease) at the place where rental payments are being made hereunder, a statement showing the amount of Gross Sales, during the preceding calendar year or portion thereof, together with payment to the Landlord of the amount of Percentage Rent due, if any. Such statement may be prepared by a certified public accountant, or, at Tenant's option, by himself or his bookkeeper, in which case the Landlord may check such statement with the Stores' Accounting Department of COAST TO COAST STORES (CENTRAL ORGANIZATION), INCORPORATED.

D. SPECIAL AUDITS

Each statement of Gross Sales submitted by Tenant hereunder shall bind Landlord unless, within one hundred twenty (120) days from the date of mailing or personal delivery of such statement, Landlord shall have a certified public accountant of his own choosing and at his sole cost, make a special audit of Tenant's books and records pertaining to Gross Sales. Tenant agrees to pay, upon demand, any deficiency in Percentage Rent shown to be due by such audit.

The failure by Tenant to prepare and deliver a timely statement of Gross Sales, as required hereunder, shall not be deemed a breach of this Lease. Landlord may give Tenant notice to submit such statement within sixty (60) days, and, if Tenant then fails to do so, Landlord may instruct a certified public accountant, of his own choosing, and at Tenant's cost, to prepare and deliver from all relevant books and records of Tenant, including Tenant's bank accounts (which records Tenant shall make available) the statement which Tenant has failed to submit. The statement, so prepared by a certified public accountant, shall be conclusive on Tenant, and the latter shall pay, upon demand, all sums shown by such statement to be due as Percentage Rent and the costs of preparation of the statement.

Dated: 9-13, 19 83

LANDLORD:

By: [Signature]

By: Marcella Ann Behles

TENANT:
JMB Corporation

[Signature] President

Marcella Ann Behles Vice President

XSO545R1-1M-9 79