

RECORDED AUGUST 9, 1991 BK 343 PG 209 NO 88388 RONALD L. DAILEY, COUNTY CLERK

LEASE

THIS INDENTURE, made this Fifth (5th) day of July, 19 91, between
John L. and Marcella A. Behles (husband and wife)

Name
2012 Parago Sheridan, Wyoming 82801
Street Address
City or Town
hereinafter called "Landlord," and JMB Corporation dba Coast to Coast/ Ben Franklin
Champion Auto/ Coast to Coast Home Appliance
hereinafter called "Tenant."

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable considerations paid by the Tenant to the Landlord, the receipt and sufficiency of which are hereby acknowledged by the Landlord, the Landlord hereby demises to the Tenant and the Tenant hereby leases from the Landlord, upon and subject to the covenants and agreements set forth in a certain Lease Agreement (hereinafter called "Lease Agreement") between the Landlord and the Tenant bearing the same date as this Lease certain premises located at 1467 Coffeen Avenue

Name of Shopping Center and/or Address
in the City of Sheridan, County of Sheridan, State of Wyoming, 82801
consisting of a store unit (ground floor approximately 100 ft. front by 57 ft. deep, basement N.A. ft. by N.A. ft., and interior balcony: N.A. ft. by N.A. ft., hereinafter called "the premises") within the Shopping

Center to be known or known as N.A.
the legal description of said Shopping Center/or premises being as follows:

The south 88.66 feet of Lot 7, Block 1, of the Replat of Sugarland South, an Addition to the City of Sheridan, Sheridan County, Wyoming; said South 88.66 feet of Lot 7 being more particularly described as follows:

Commencing at the South quarter corner of Section 35, T56N, R84W; thence N01° 25' 22" E, 1637.69 feet to the point of beginning, said point being the southwest corner of said Lot 7 and lying on the east right-of-way line of Coffeen Avenue; thence N89° 40' 24" E, 160.00 feet along the south line of said Lot 7 to the southeast corner of said Lot 7; thence N00° 19' 36" W, 88.66 feet along the east line of said Lot 7 to a point, thence S89° 40' 24" W, 160.00 feet to the point on the west line of said Lot 7 and said east right-of-way line; thence S00° 19' 36" E, 88.66 feet along the west line and said east right-of-way line to the point of beginning. Said Tract contains 14,185.60 sq. ft. more or less.

together with all improvements now or hereafter located thereon, and all appurtenances thereunto belonging or appertaining, including, but not limited to, the right of entrance and exit over all streets, alleys, areaways, and other access roads which are adjacent thereto, or which lie between the leased premises and the thoroughfares nearest the leased premises, and the right of use of all public facilities including, but not limited to, parking areas:

TO HAVE AND TO HOLD the same for a term of five (5) years and no (0) months, beginning August 1, 19 91, and ending at midnight on July 31, 1996, unless sooner terminated or further extended as provided or permitted herein and/or in said Lease Agreement.

The Tenant shall have the right and option to extend the base term of this Lease by a single extension for five (5) years, or by 3 successive extensions each for five (5) years, by giving the Landlord at least ninety (90) days prior notice. Upon the giving of each such notice, this Lease shall be considered as extended for the period specified in such notice upon the same terms, conditions, and covenants as are contained in this Lease.

The covenants and agreements in said Lease Agreement include transfer, assignment, and sublet provisions and also the following "protection" clauses:

"During the term of this Lease the Tenant shall have the exclusive and sole right to operate a retail store in the Shopping Center, the principal business of which is the selling of any one of the following classes of merchandise, to-wit: hardware, housewares, automobile supplies, electrical, plumbing, toys, home furnishings, sporting goods, appliances, and paints. No other retail store in the Shopping Center shall devote more than ten percent (10%) of its sales area to the aggregate of the foregoing classes of merchandise.

The provisions of the above paragraph shall not apply to the following department stores in the Shopping Center:
not applicable

The provisions of the above paragraphs shall apply to any building, premises, or property which the Landlord owns, controls, leases, or in which he has any beneficial interest, and which is located within one (1) mile of any boundary of the premises or the Shopping Center.

Landlord hereby agrees that Tenant shall also have the right to sublet the premises or any part thereof, not in conflict with restrictions of existing leases. Where the leased building indicated above has proposed parking on three sides, (this property bordering the existing Coast to Coast/Ben Franklin/Champion Auto Stores that already has existing parking) the parking area total shall be considered common to allow customers to park and shop at their discretion.

Tenant covenants and agrees to pay to the Landlord as rent for the leased premises the sum of \$25,200.00 (Twenty-five Thousand Two Hundred Dollars) per annum in equal monthly installments of \$2,100.00 (Two Thousand One Hundred Dollars), payable in advance, on the first day of each and every calendar month of the term of this lease, after rent begins to accrue. Rent for any fractional month of the term of this Lease, or any extension or renewal thereof, shall be pro-rated on the basis of 1/365 of the annual rent for each day in said fractional month.

Until further notice in writing from Landlord, rent shall be paid to John L. Behles and delivered or mailed to the following address:
1447 Coffeen Avenue, Sheridan, Wyoming 82801.

Tenant further agrees to pay Landlord a percentage rent for the aforementioned property equal to, but not to exceed, 5% (five) of retail sales, once said volume or sales, have reached \$500,000.00 per annum. The annual year shall commence for the period August 1st through July 31st for each and every year for the term of the lease, and any option extended. The percentage, or bonus rent, shall be due and payable on the 30th day of September each year, and mailed to Landlord as outlined earlier.

All taxes and insurance in and on the leased premises shall be assumed by the tenant and paid timely when due.

Tenant shall not own, control, lease, or have any beneficial interest in any retail store selling the foregoing classes of merchandise within one (1) mile of any boundary of the premises or the Shopping Center."

If COAST TO COAST STORES (CENTRAL ORGANIZATION), INCORPORATED, is a party to this Lease, the execution thereof shall be binding on said corporation when it is accomplished by the manual signing hereof by the President, or a Vice President, and by the Secretary or an Assistant Secretary of COAST TO COAST STORES (CENTRAL ORGANIZATION), INCORPORATED, and any subsequent modification of this instrument must be accomplished in the same manner in order to be binding on said corporation.

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

In Presence of

Landlord

John L. Behles (Seal)

Marcella A. Behles (Seal)

Attest:

Secretary

Tenant: JMB Corporation, A Wyoming Corporation
dba Coast to Coast, Ben Franklin and Champion Auto Stores (Seal)

By: (Seal)

Its: President

State of Wyoming

County of Sheridan ss

INDIVIDUAL ACKNOWLEDGMENT

On this 5th day of July, A.D., 19 91, before me a Notary Public

within and for said County, personally appeared John L. & Marcella A. Behles to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



My commission expires on the 17th day of October, 1993

State of Wyoming

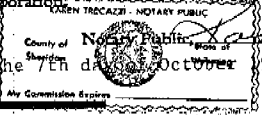
County of Sheridan ss

CORPORATE ACKNOWLEDGMENT

On this 5th day of July, 19 91, before me, a Notary Public, within

and for said County, personally appeared John L. Behles and Barbara Miller to me

personally known, who being each by me duly sworn, did say that they are respectively the President and the Secretary of JMB Corporation, A Wyoming Corporation dba Coast to Coast, Ben Franklin and Champion Auto Stores, 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 Barbara Miller acknowledged said instrument to be the free act and deed of said corporation.



My commission expires on the 17th day of October, 1993

State of _____

County of _____ ss

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, 19 _____, before me, a Notary Public, within and

for said County, personally appeared _____ and _____ to me

personally known, who being each by me duly sworn, did say that they are respectively the _____

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

Notary Public, _____