

PREPARED BY: RULON MUNN
ALBERTSON'S INC.
250 PARKCENTER BLVD.
BOISE, ID 83726
(208) 395-6204

RETURN TO:
CHICAGO TITLE INSURANCE CO.
6060 POPLAR AVE. - SUITE 37
MEMPHIS TN 38119
ATTN: B. NORRIS

AGREEMENT

THIS AGREEMENT is made and entered into as of the 27th day of September, 1999, by and between Walgreen Co., an Illinois corporation ("Walgreens"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

WHEREAS, Walgreens, as tenant, has entered into a certain lease with Westco Development #3, Inc. as landlord, dated November 16, 1990 (the "Walgreen Lease") demising certain premises in the City of Southhaven, County of Desoto, State of Mississippi; and

WHEREAS, Westco Development #3, Inc. (as the Declarant), has entered into a Declaration of Easements, Covenants, Conditions and Restrictions, dated April 24, 1998 (the "Declaration"), affecting four (4) parcels of land, identified as Lot 1, Lot 2, Lot 3 and Lot 4 in the Declaration and described on Exhibit "A" attached thereto; and

WHEREAS, paragraph (d) of Section 3.3 of the Declaration provides as follows:

"(d) For so long as the Walgreen Co. Lease is in effect, the Owner or Owners of Lot 2, Lot 3 and Lot 4 shall comply with and abide by the terms of the Walgreen Co. Lease, including, without limitation, section 9, and the defaulting Owner shall indemnify, defend and hold the Owner of Lot 1 harmless from and against any and all liabilities, losses, damages, costs, and reasonable expenses (including reasonable attorneys' fees) of any nature arising from the failure of the Owner or Owners of Lot 2, Lot 3 or Lot 4, as applicable, to comply with and abide by the terms of the Walgreen Co. Lease."; and

WHEREAS, Albertson's is the owner or lessee of Lot 4 described in the Declaration and desires to construct and operate thereon a convenience store (as hereinafter described); and

STATE MS. - DESOTO CO.
FILED ^{AL}

Nov 1 4 21 PM '99

BK 83 PG 169
W.E. ...

WHEREAS, the Walgreen Lease contains certain restrictions which are applicable to Lot 4 and Albertson's construction and operation of a convenience store (as hereinafter defined) on Lot 4 may be a violation of such restrictions; and

WHEREAS, Walgreen has consented and hereby consents to Albertson's construction and operation of a convenience store (as hereinafter defined) on Lot 4 subject to certain restrictions as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Recitals. The above recitals are incorporated herein by reference.

2. Consent. Notwithstanding the provisions of the Walgreen Lease, Walgreens hereby consents to and agrees that Albertson's may construct and operate a convenience store (as hereinafter defined) on said Lot 4 subject, however, to the following restrictions:

(a) the interior sales area of said store shall not exceed three thousand five hundred (3,500) square feet;

(b) no portion of said store will be used for the operation of a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind.

(c) no portion of said store will be used for the operation of a business in which photofinishing services and/or photographic film are offered for sale, except that undeveloped photographic film incidental to the sale of grocery, tobacco and other sundry items may be offered for sale.

As used herein, the term "convenience store" shall mean a store offering for sale limited grocery, tobacco and sundry items, the sale and dispensing of motor vehicle fuels and other petroleum products and the sale of beer for off-premises consumption and shall be a store similar to a Quiktrip, Little Smitty's, Git 'n Go or 7-11. Albertson's hereby agrees that it will comply and abide with the above conditions.

3. Governing Law. This Agreement shall be governed by the laws of the State of Mississippi.

4. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Prevailing Party. In the event of litigation between parties in connection with this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.

6. Notices. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, addressed if to Albertson's, to Albertson's, Inc., Attention: Legal Department, P.O. Box 20, 250 Park Center Blvd., Boise, Idaho 83726 (street zip - 83706), and if to Walgreens, to 200 Wilmot Road, Deerfield, Illinois, 60015, Attention: Law Department, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, under seal, as of the day and year first above written.

Witnesses:

WALGREEN CO., an Illinois corporation

Gayle Mahoney
Nova Zehlein

By: [Signature]
Its: Vice President

Attest:

Gayle Mahoney
Nova Zehlein

[Signature]
Its: Assistant Secretary

Witnesses:

ALBERTSON'S, INC.
a Delaware corporation

[Signature]
Bisense

[Signature]
By: C. Lee Mumford
Vice President, Real Estate Law

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Mary N. Butler, a Notary Public, do hereby certify that Arnan M. Jasnic, personally known to me to be the Vice President of WALGREEN CO., an Illinois corporation, and E. H. King, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of Sept., 1999.

My Commission expires:



Mary N. Butler
Notary Public

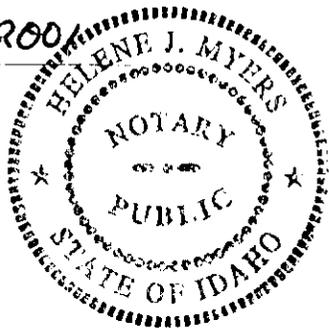
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3 day of August, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Lee Mumford, to me known to be the Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

12-21-2001



Helene Myers
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

EXHIBIT "A"

Legal Description

All of Lot 1, Lot 2, Lot 3 and Lot 4, Southaven Commons, according to the Final Plat thereof dated February 1998, filed on March 25, 1998, in the Office of the Chancery Court, at Plat Book 61, at page 6.