

FIRST AMENDMENT TO LEASE AGREEMENT

Village Mart

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") made this 1st day of March, 1996, by and between THE KROGER CO., INC. an Ohio corporation ("Landlord") and MAHMOD S. IBRAHIM ("Tenant").

WITNESSETH **RECEIVED** SE LEASE AMENDMENT Date: 3/1/96

WHEREAS, by Lease dated February 11, 1991, Landlord did lease and demise unto Tenant certain premises as therein more particularly described in American Way Village Shopping Center, consisting of approximately 8,625 square feet of leasable floor space, located at 4045-4095 American Way Boulevard, Memphis, Tennessee ("Shopping Center");

WHEREAS, Tenant and Landlord have agreed to amend certain provisions of said Lease, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises in the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed to amend the Lease Agreement as follows:

1. The Lease term is hereby extended for a term of five (5) years, five (5) months with the new expiration to be July 31, 2001.
2. The monthly installment of minimum rent effective March 1, 1996, shall be Five Thousand Thirty-One and 25/100 Dollars (\$5,031.25) until February 28, 1999, and effective March 1, 1999 shall be Five Thousand Five Hundred Seventy & 31/100 Dollars (\$5,570.31) until the end of the renewal Lease term, which is July 31, 2001.
3. As an inducement to execute this Lease renewal, Landlord agrees to abate the minimum rent due for a period of five (5) months, those months being March 1996, March 1997, March 1998, March 1999 and March in the year 2000.
4. Landlord hereby agrees to guarantee the major components of the HVAC systems during the Lease term hereof. Landlord will reimburse Tenant for the cost of the replacement of any major components which fail during the Lease term.
5. Landlord agrees to allow the Tenant a one-time option to extend the terms of the Lease by an additional term of five (5) years. Tenant must give Landlord written notice of its intention to exercise such option prior to six (6) months before the termination of the Lease term as extended hereby. All terms and conditions contained in the original Lease and the First Amendment thereto shall remain the same, with the exception of the rent, which shall be at the then prevailing market rate, but not to be less than that rental charged during the last year of the existing Lease term at the time of the extension.
6. Disclosure of the terms of this Amendment or of the Lease to any third party will constitute an event of default under the terms of the existing Lease.
7. All terms, covenants, obligations and considerations in this First Amendment to Lease Agreement, which conflict with a like provision in the Lease shall be controlled and superseded by the like provision in this First Amendment to Lease Agreement. Except as amended in this instrument, all other terms and conditions of the original Lease Agreement between the parties shall remain in full force and effect.
8. If Tenant is in default, including payment default, at anytime during the Lease term, all existing and future free rent due under this Lease will be forfeited by the Tenant and Tenant will be responsible for paying minimum rent and other charges for the remaining months originally offered free of rent.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement, the day and year first above written.

LANDLORD: THE KROGER CO., INC.
an Ohio corporation

By: [Signature] 3/20/96
Date
Title: Vice President

TENANT: MAHMOD S. IBRAHIM

By: [Signature] 3-16-1996
Date
Title: OWNER

In addition to the above-mentioned minimum rent Tenant will be responsible for its proportionate share of taxes, insurance and common area maintenance which are projected to be \$2,098.75 per month.