STATE OF IOWA,
MADISON COUNTY, ss.

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Book 35 Page 109 Recording Fee $6.00 Mary E. Welty, Recorder, By Shirley A. Henry Deputy

Compared

STORE LEASE

THIS LEASE is made this Twentieth day of April, 1984, by and between Robert and Helen Powers, husband and wife, Landlord, and COAST TO COAST STORES (Central Organization), Inc., a Delaware 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 Winterset and State of Iowa, generally described as, (street address, if any) 113 N. 1st. consisting of a store unit (ground floor: approximately 24/22 ft. front by 120/100 ft. deep and basement: none ft. by _____ ft.) together with the walks, appurtenances and rights of way thereto belonging.

This lease commences ~~the~~ upon transfer of ownership of store day of _____, 19____, and shall continue ~~to and including the last day of _____, 19____~~, for a period of Ten year(s) and no.

The Tenant agrees with the Landlord to pay as rent for the above premises the sum of Four Hundred Dollars ($ 400.00) per month, payable in advance on the first day of each and every month during the full term of this lease at 524 W. Hutching, Winterset, Iowa 50273.

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 1 years upon the same terms and conditions as are contained herein.

See reverse side for additional terms....

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.

In the presence of:

Gregory C. Lobe

Robert L. Powers

Helen L. Powers

COAST TO COAST STORES
CENTRAL ORGANIZATION, INCORPORATED

Robert B. Bacon Vice Pres.

G. Hartman, Asst. Sec.

For assignment of lease to Toad #5 & Spence Williams see misc. Rec. 35-111

Assignment of Lease to Merchants State Bank 35-116

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.

In addition to the fixed rental, Tenant agrees to pay all real estate taxes, hazardous insurance premiums and liability insurance premiums on the demised premises.

(For informative reasons only, Landlord alleges the real estate taxes for 1982 to be approximately $1173. and insurance per above approximately $538. for 1982

Tenant shall have first option to purchase building during the term of this lease from Landlord.

Tenant shall have the use of the whole building for the terms of this lease and within the stated rental.

INDIVIDUAL ACKNOWLEDGEMENT

State of _____

ss.

County of _____

On this _____ day of _____, A.D. 19 ____, before me a _____ within and for said County, personally appeared _____

_____

_____ to me known to be the person ___ described in and who executed the foregoing instrument, and acknowledged that ___ he ___ executed the same as _____ free act and deed.

_____

Notary Public

County of _____

CORPORATE ACKNOWLEDGEMENT

State of _____

ss.

County of _____

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 County

My Commission expires _____

SO540-1/81-5C