

Additional Lands (Section 43 of the Lease)

23. Lessee shall have the right to require Lessor to create easements encumbering the Demised Premises in favor of the Additional Lands in the same manner and subject to the limitations relating to the creation of easements in favor of Out Parcels. Lessor covenants and agrees that promptly upon request by Lessee therefor, that Lessor will execute, acknowledge and deliver an instrument or instruments requested by Lessee, or any of its successors or assigns to effectuate the provisions of Section 43 of the Lease. Notwithstanding anything to the contrary contained herein, Lessor shall only be required to consent to the creation of easements which will terminate when the Lease ends, except for utility easements which shall be located around the perimeter of the Demised Premises in easement areas not more than twenty (20) feet in width measured from the property lines of the Demised Premises, which utility easements shall be perpetual and run with the land.

24. The Demised Premises may be used and occupied for any lawful purpose or purposes. Tenant is not obligated to open, conduct or remain open for the conduct of any business in the Demised Premises.

This Memorandum of Lease memorializes in recordable form the Lease between Lessor and Lessee dated March 17, 1977 and in no way modifies the Lease. The Lease remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

Witness of 7, 797 from record

Attest [Signature] East City

COBAL GARAGE, INC.

[Signature]

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

By: [Signature] Vice President RK

Attest: [Signature] Vice President

Witness: Philip E. Hunt [Signature]

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