

1-50

LEASE AGREEMENT

1. PARTIES. This LEASE AGREEMENT is between Tony Vivolo & Iona Vivo
husband and wife

herein referred to as LESSOR, and THE SOUTHLAND CORPORATION, a Texas corporation
herein referred to as LESSEE.

2. PREMISES. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR
the term and upon the terms and conditions hereinafter set forth, all that certain tract of
land described in Schedule A, which has been initialed by the parties and is attached hereto
made a part hereof, together with all rights and appurtenances thereto belonging or in any
incident or appertaining thereto.

3. CONSTRUCTION. LESSEE agrees at its expense promptly to make application for
permits necessary for the construction on the leased premises of its standard store building,
signs, being substantially similar to the store building and signs erected at other locations

LESSEE in Seattle, Washington
with the placement of the store building, pole sign and driveway entrances satisfactory to
LESSEE, and any other improvements which LESSEE may from time to time desire to construct
on the demised premises. LESSOR agrees to cooperate with LESSEE in meeting the requirements

to obtain such permits. In the event LESSEE is unable prior to January 1st, 1973
to obtain any of the necessary permits, LESSEE shall have the right to declare this lease
null and terminated, in which event LESSOR and LESSEE shall be released and relieved of
further obligation hereunder.

4. TERM. If the necessary permits are obtained as contemplated by Article 3 hereof,
term of this lease shall commence on ~~the first day of the first calendar month following the date~~
~~LESSEE shall be released and relieved of further obligation hereunder.~~
~~LESSEE~~

January 31st, 1973,
twenty years thereafter unless sooner terminated or extended as hereinafter provided.
Should such event occur on other than the first day of a calendar month LESSEE agrees to pay
proportionate part of the monthly rental herein provided for that month only. LESSEE shall

and is hereby granted a total of two successive options to extend the term of this lease
any period of time not exceeding five years for each such option upon the same covenants
conditions as ~~herein~~ provided. If LESSEE shall elect to exercise one or more of such options it
do so by giving LESSOR written notice at least ninety (90) days prior to the expiration of the
current term or of the then current extension, and in such notice LESSEE shall state the date
which it elects to extend the term, *in paragraph No. 29 herein

5. RENT. LESSEE agrees to pay to LESSOR or his designee a rental of Three Hundred
dollars (\$ 350.00) per month for each and every month during the term of this lease
such monthly rental to be paid in advance on or before the fifth day of each month (unless
rental shall be abated or diminished as provided hereinafter). If this lease commences on a
date other than the first day of a calendar month, LESSOR and LESSEE agree that LESSEE shall
only a proportionate part of the monthly rental for the first and last months. Such monthly
rental payments may be paid by check and sent to LESSOR by ordinary first class mail.

6. USE. The premises may be used for the retail sale of merchandise customarily sold at
grocery stores of the type commonly called supermarkets, including but not limited to groceries,
meat, dairy products, beer, wine and alcoholic beverages, gasoline and petroleum products
and sundries, and for any other lawful purpose. LESSEE agrees promptly to apply for an "A"
beer and wine license for the premises. If LESSEE finds that such a license is not obtainable,
LESSEE may terminate this lease at any time within forty days after the date of execution
of this lease, but if LESSEE fails to terminate this lease within such period, thereafter LESSEE
shall not have any right to terminate this lease because such a license is not obtained. ~~If LESSEE~~
~~terminates this lease under this provision LESSEE agrees to reimburse LESSOR for all reasonable~~
~~expenses incurred by LESSOR for preparation of the plot plan, plans and specifications~~
~~prior to such termination.~~

LESSEE shall have the rights, at LESSEE'S expense: to enter the premises, at any time
after the date of this lease, for the purposes of making investigations and surveys; to clear off
the property any and all structures, personal property and debris; to construct and install on
the premises a convenience grocery store, and any additional improvements and equipment that
LESSEE may desire; and to make any alterations that LESSEE may desire in the premises and
building, improvements and equipment at any time located thereon.

7. UTILITIES. LESSEE agrees to pay, before delinquency, all charges for gas, electric
and water used by it.

8. TAXES. LESSEE agrees to pay all taxes levied upon personal property, including
fixtures and inventory, kept on the leased premises, as well as all taxes levied against the
land and the building and improvements situated thereon during the term of this lease, after
presentation to LESSEE by LESSOR of statement (s) from the taxing authority (ies).

LESSOR agrees that LESSEE will not be liable for and LESSOR will forfeit all
rights to recover said real estate taxes if presentation of statement (s) is not
made to LESSEE prior to the

*Statements sent
direct to Lessee?*

* (1) the first day of the first calendar month following the date Lessee shall
open for business to the public, or (2) April 1, 1973, whichever first occurs.

Lessor agrees to do whatever is necessary to date of delinquency. Lessor may, however, Direct the taxing authority (ies) to send the s ment (s) directly to LESSEE. LESSOR further agrees that LESSEE, in the name of LESSOR, at LESSEE'S sole expense, may protest any assessment before any taxing authority or bou maintain any necessary legal action in reference to said assessment or for the recovery of taxes paid thereon.

9. MAINTENANCE. LESSEE agrees to keep up the improvements at any time located the demised premises in good repair, casualty damage and reasonable wear and tear excepted

10. ALTERATIONS. LESSEE may make such alterations from time to time in the impm ments at any time located on the demised premises as LESSEE may desire, which alterations be made by LESSEE in a good workmanlike manner without cost to LESSOR. All alterat shall become the property of LESSOR.

11. TRADE AND OTHER FIXTURES. LESSEE may install or cause to be installed equipment and trade and other fixtures as are reasonably necessary for the operation of its l ness. Such equipment and trade and other fixtures shall remain personal property, and thereto shall continue in the owner thereof, regardless of the manner in which same may be tached or affixed to the demised premises. In the event such equipment and trade or other tures are subject to a lien or title retention instrument, the holder of any such lien or title re tion instrument shall have the right and be able to enforce the same as stated therein.

12. CASUALTY DAMAGE. If, in the opinion of LESSEE, the leased premises are rend substantially unfit for the occupancy or use herein contemplated by any casualty or peril insi against in a standard fire and extended coverage insurance policy of the type then commu purchased by LESSEE (such a casualty or peril being hereinafter referred to as an insur casualty or peril) and the primary term or the then current extension of the term shall have least two years to run, LESSEE at its option may promptly and diligently restore the loc premises to the condition existing prior to the occurrence of the insurable casualty or peril or a release and turn over to LESSOR the insurance proceeds as a result thereof and cancel and ter nate this lease. If, in the opinion of the LESSEE, the leased premises are rendered substanti ly unfit for the occupancy or use herein contemplated by any casualty or peril other than an surable casualty or peril, or by any casualty or peril whatever when the primary term or the t current extension of the term shall have less than two years to run, LESSEE may either resti the leased premises at its expense as above provided or LESSEE may terminate this lease ef tive as of the date of occurrence of the casualty or peril. If, in the opinion of LESSEE, leased premises are not thereby rendered substantially unfit for the occupancy or use heri contemplated, LESSEE shall promptly and diligently restore the leased premises at LESSEE expense to the condition existing prior to the occurrence of the casualty or peril. Since LESS has agreed to restore the demised premises in the event of casualty damage and since LESS has numerous other properties as to which it is self-insured, LESSEE may be a self-insurer as the demised premises; provided, that on the written request of LESSOR, LESSEE shall proc and maintain fire and extended coverage insurance on the building of the type then commu purchased by LESSEE, to at least 80% of its insurable value, naming LESSOR as an additic assured and containing a standard mortgage clause, if requested.

14. COMPLIANCE WITH LAWS. LESSEE will promptly comply with all applicable and v laws, ordinances and regulations of Federal, State, County, Municipal or other lawful author pertaining to the use and occupancy of the leased premises.

15. ASSIGNMENT AND SUBLETTING. LESSEE shall have the right to assign or suble the whole or any part of the demised premises, provided that any assignment or sublease shall subject to all of the terms and conditions of this lease and that LESSEE shall remain prima liable for the payment of the rent and the performance of the terms and conditions of this lea

16. BANKRUPTCY. Should LESSEE make an assignment for benefit of creditors, or be judicated bankrupt, such action shall constitute a breach of this lease for which LESSOR, at option, may terminate all rights of LESSEE or its successors in interest under this lease.

17. EMINENT DOMAIN. If all of the leased premises and common areas is taken under power of eminent domain or conveyed under threat of condemnation proceedings, or if only a p of such premises or common areas is so taken or conveyed and LESSEE shall determine that remainder is inadequate or unsatisfactory for its purposes, which determination shall not arbitrarily or capriciously made, then, in either event, this lease shall terminate effective as of date LESSEE is required to give up the right to occupy or use any part of the leased premi or common areas. The termination of this lease as above provided shall not operate to depr LESSEE of the right to make claim against the condemning authority for any damages suffer by LESSEE, but LESSEE shall have no right to make any claim against LESSOR because such termination. If this lease is not terminated as above provided, LESSOR and LESSEE sh agree upon an equitable reduction of the rental. If the parties fail to agree upon such reduct within 60 days from the date of the final award or payment for the part of the leased premi so taken or conveyed, LESSOR and LESSEE shall each choose one arbitrator and the two ar trators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators as the rental reduction, if any, shall be binding on LESSEE and LESSOR and any expense of arbitration shall be divided equally between LESSEE and LESSOR. SEE RIDER #1.

18. ATTORNEYS' FEES. If suit is brought to enforce any covenant or for the breach of a covenant or condition herein contained, the parties hereto agree that the losing party shall p to the prevailing party a reasonable attorneys' fee, which shall be fixed by the court, and co costs.

19. DEFAULT. In the event LESSEE shall default in the payment of the monthly rent

RIDER #1.

NOTWITHSTANDING anything to the contrary contained herein, Lessee's rights to damages hereunder shall be limited to the building and

provided herein, LESSOR shall promptly so notify LESSEE in writing, and failure of LESSEE to cure such default within twenty days after receipt of such notice shall, at the option of LESSOR, work as a forfeiture of this lease, or LESSOR may enforce performance in any manner provided by law, and LESSOR'S agent or attorney shall have the right without further notice to demand to re-enter and remove all persons from LESSOR'S property without being deemed guilty of any manner of trespass and without prejudice to any remedies for breach of covenant, or LESSOR'S agent or attorney may resume possession of the property and retain the same for the remainder of the term at the best rental such agent or attorney can obtain for the account of LESSEE, who shall pay any deficiency, and LESSOR shall have a lien as to security for such rental upon the fixtures and equipment belonging to LESSEE which are on the demised premises. In the event LESSEE shall default in the performance of any of the terms or provisions of this lease other than the payment of monthly rent, LESSOR shall promptly so notify LESSEE in writing. If LESSEE shall fail to cure such default within twenty days after receipt of such notice, or if the default is of such character as to require more than twenty days to cure and LESSEE shall fail to commence to do so within twenty days after receipt of such notice, thereafter diligently proceed to cure such default, then in either such event LESSOR may cancel such default and such expense shall be added to the rent otherwise due, but any such default shall not work as a forfeiture of this lease.

In the event LESSOR shall default in the performance of any of the terms or provisions of this lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within twenty days after receipt of such notice, or if the default is of such character as to require more than twenty days to cure and LESSOR shall fail to commence to do so within twenty days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event LESSEE may cure such default and such expense shall be deducted from the rent otherwise due or cancel and terminate this lease.

20. RIGHT OF FIRST REFUSAL. If during the term of this lease, or any extension thereof LESSOR shall receive a bona fide offer to purchase the demised premises which offer is acceptable to LESSOR, LESSOR agrees that LESSEE shall have and is hereby granted an option to purchase the demised premises upon the same terms and provisions. LESSOR agrees immediately after receipt of such offer to give LESSEE notice in writing of the terms and provisions thereof, and that LESSEE may exercise its option to purchase said property at any time within twenty days after such notice is received by LESSEE. If LESSEE shall elect to exercise such option it shall do so by giving notice in writing to LESSOR within such twenty day period and a contract of sale shall be executed by the parties and title closed within a reasonable time thereafter.

~~LESSEE TO PURCHASE LESSOR agrees that LESSEE shall have and is hereby granted an option to purchase the leased premises at the expiration of the term of this lease, or any extension thereof for _____ Dollars (\$ _____). LESSEE may exercise this option to purchase the leased premises at any time within twenty days prior to the day of expiration by giving written notice to LESSOR and a contract of sale shall be executed by the parties and title closed within a reasonable time thereafter. Should such reasonable time extend beyond said expiration, this lease and all of its terms and conditions shall automatically be extended to the expiration of such reasonable time.~~

21. LESSOR'S COVENANTS. LESSOR covenants that he has good and marketable title to the demised premises in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens, restrictions and defects in title affecting the demised premises or the rights granted LESSEE in this lease; that there are no restrictive covenants, zoning or other ordinances or regulations applicable to the demised premises which will prevent LESSEE from conducting its usual business; and that, in the event the demised premises are in an area where the sale of beer for off-premises consumption is permitted by law, there are no restrictive covenants applicable to the demised premises which will prevent LESSEE from selling beer for off-premises consumption.

22. QUIET ENJOYMENT. That LESSEE upon paying the rent and performing the covenants and agreements of this lease shall quietly have, hold and enjoy the demised premises and all rights granted LESSEE in this lease during the term thereof and extensions thereto, if any.

23. LEASEHOLD TITLE POLICY. If the permits contemplated in Article 3 hereof are obtained, LESSOR agrees to furnish LESSEE at LESSOR'S expense, a leasehold title policy issued by a title company acceptable to LESSEE.

24. LIENS. LESSEE shall at all times have the right to encumber, by mortgage or deed of trust, or other proper instrument in the nature thereof, as security for any actual bona fide debt, its leasehold estate hereby created, or any portion thereof, together with its leasehold rights and interest in, and to all buildings and improvements and its interest in any equipment located on the demised premises.

At any time after the execution and recordation in the proper records of the County in which the demised premises are located of any such mortgage or deed of trust, the mortgagee or trustee therein shall elect to notify the LESSOR in writing that such mortgage or deed of trust has been executed and delivered by LESSEE and shall furnish LESSOR with the address to which said mortgagee or trustee desires copies of notices to be mailed, then the LESSOR hereby agrees that it will thereafter mail to such mortgagee or trustee at the address so given a duplicate copy of any and all notices in writing which LESSOR may from time to time give or serve upon the LESSEE under and pursuant to the terms and provisions of this lease.

Such mortgagee or trustee may, at its option, at any time before the rights of the LESSEE shall have been forfeited to the LESSOR as herein provided, pay any of the rents due hereunder or do any other act or thing required of or permitted to the LESSEE by the terms of this lease to prevent the forfeiture or termination of this lease, and all payments so made and all things done and performed by or for any such mortgagee or trustee shall be as effective to prevent forfeiture of the rights of the LESSEE hereunder as the same would have been if done and performed by LESSEE.

No such mortgagee or trustee of the rights and interest of the LESSEE hereunder shall become liable to the LESSOR as an assignee of this lease or otherwise unless it expressly assumes the liability of the LESSEE and no assumption shall be inferred from or shall be the result of any other action or remedy provided for by such mortgage or deed of trust.

26. NOTICES. Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or the other party's authorized agent, or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses set forth hereinafter, or to such other address as either party may designate in writing and deliver as herein provided.

LESSOR: Tony Vivolo
5011 Lake Washington Boulevard
Seattle, Washington

LESSEE:
THE SOUTHLAND CORPORATION
Attn: Director of Property
2828 North Haskell Avenue
Dallas, Texas 75204

27. RECORDATION. This lease agreement shall not be filed for public record by any party hereto, but when the construction of the building and other improvements is completed as herein provided, LESSOR and LESSEE shall execute and acknowledge a memorandum or short form lease setting forth the parties, description of the leased premises, term of the lease, options for extension of the term, if any, and any other provision hereof, the inclusion of which shall be mutually agreed upon by LESSOR and LESSEE, which memorandum or short form lease may be filed for public record by any party hereto. However, at the option of either party, a short form or memorandum of lease may be filed by either party at any time after the execution of this lease agreement.

28. COMPLETE AGREEMENT. This lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

29. Options to extend: Modification of Paragraph No. 4
All terms and conditions of this lease are to remain the same as herein provided in paragraph No. 4 in the event the Lessee exercises either of the two five year options to extend the term of this lease, EXCEPT the monthly rental shall be increased to \$400.00 per month for the first five year option period and \$450.00 per month for the second five year option period.

EXECUTED by LESSOR this 25th day of Oct, 19 72

WITNESS George Williams LESSOR
Tony Vivolo

EXECUTED BY LESSEE this 11th day of January, 19 73

ATTEST Randy Foxworth (Seal) THE SOUTHLAND CORPORATION
Assistant Secretary By 11/11/72 (Seal)
Vice President

ADDENDUM NUMBER ONE

ATTACHED to and made a part of lease dated Oct 25, 1972
between Tony Vivalo and Iona Vivolo, husband and wife, referred to as
LESSOR, and The Southland Corporation, referred to as LESSEE.

Pursuant to the terms of Lease, Paragraph 3. CONSTRUCTION:

It is further hereby agreed by the parties hereto that all building
and improvements constructed on the property shall revert to the
Lessor at time of termination of lease, except trade fixtures and
equipment, including but not limited to shelving, ice cream cabinets,
cases, refrigeration equipment and signs placed on the demised
premises by Lessee, shall remain the property of Lessee and
Lessee shall have the right to remove same upon termination of
the lease, provided it is not in default in the performance of its
agreements and covenants under the lease. ~~Lessor may, at their
option, require Lessee to remove such building and improve-
ments at the termination of the lease.~~

EXHIBIT B TO AMENDMENT NO. 1

3. Insurance:

a. Casualty Insurance. Pursuant to Section 12 of the lease agreement, LESSOR hereby requests, and LESSEE agrees, that LESSEE shall procure and maintain ^{standard "all risk" property} ~~all risk coverage-casualty~~ insurance for the building, in an amount not less than 80% of the insurance value. (subject to usual and customary terms, conditions and exclusions)

b. Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name LESSOR as an additional insured, and shall insure LESSEE's activities and those of LESSEE's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors with respect to the Premises against loss, damage or liability for personal injury or death or loss or damage to property with a combined single limit of not less than \$1,000,000, ~~and a deductible of not more than \$5,000.~~ The insurance will be noncontributory with any liability insurance carried by LESSOR.

c. ~~d.~~ LESSEE shall deliver to LESSOR upon commencement of this Amendment and annually thereafter, ~~copies or certificates~~ ^{evidences} of the insurance policies required by this Section.

~~d. Waiver of Subrogation. LESSOR and LESSEE hereby release each other and their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.~~

MB
INITIALS
L.V.

16547 WA
KING
SEATTLE

EXHIBIT A

Lot 1, Block 5, Kirkwood, according to the plat recorded in
Volume 23 of Plats, Page 17, in King County, Washington.

Property is more commonly known as 4812 Erskine Way, Seattle,
Washington.

MCSREAL388



AMENDMENT NO. 2

STORE NO. ~~16547~~ 16547

On the 4th day of January, 1973 Tony Vivolo and Iona Vivolo husband and wife
as LESSOR and 7-Eleven, Inc. (formerly known as The Southland Corporation), as LESSEE, entered
into a lease agreement covering the premises commonly known as 4812 Erskine Way SW
Seattle, Washington

and more fully described in Exhibit A, ~~which Exhibit is attached hereto and made a part hereof~~
and shown on Exhibit B, both of which are

LESSOR and LESSEE presently desire to amend said lease agreement. Now therefore, in
consideration of the premises and \$10 in hand paid each to the other, receipt of which is hereby acknowledged,
said lease agreement shall be and is hereby amended as follows:

1. Term:

The Term of the Lease is hereby extended for a period of ten (10) years, beginning on
~~February 1, 2003 and ending on January 31, 2013.~~
April 1, 2003 March 31, 2013.

2. Rent

LESSEE agrees to pay LESSOR rent in the amount of \$4,000 per month for years 1
through 5 and \$4,600 per month for years 6 through 10, plus applicable rent taxes if
any, beginning the month the Term of the Lease is hereby extended.

3. Insurance:

Please see attached ^{Addendum} Exhibit B, incorporated herein by this reference. ~~April 2003.~~
This Amendment No. 1 is to be effective the 1st day of ~~February, 2002~~ March 31, 2013

In all other respects said lease agreement is hereby ratified and reaffirmed. Executed this 26th 23rd
day of ~~November~~ December, 2002.

ATTEST:

By: Mary K. Braseth
Assistant Secretary

By: Mary K. BRASETH
Mary K. Braseth



LESSEE
7-Eleven, Inc. (formerly known as
The Southland Corporation)
By: _____
Vice President or Attorney-in-Fact

LESSOR
By: Iona Vivolo

INITIALS
T.V.

INITIALS
I.V.

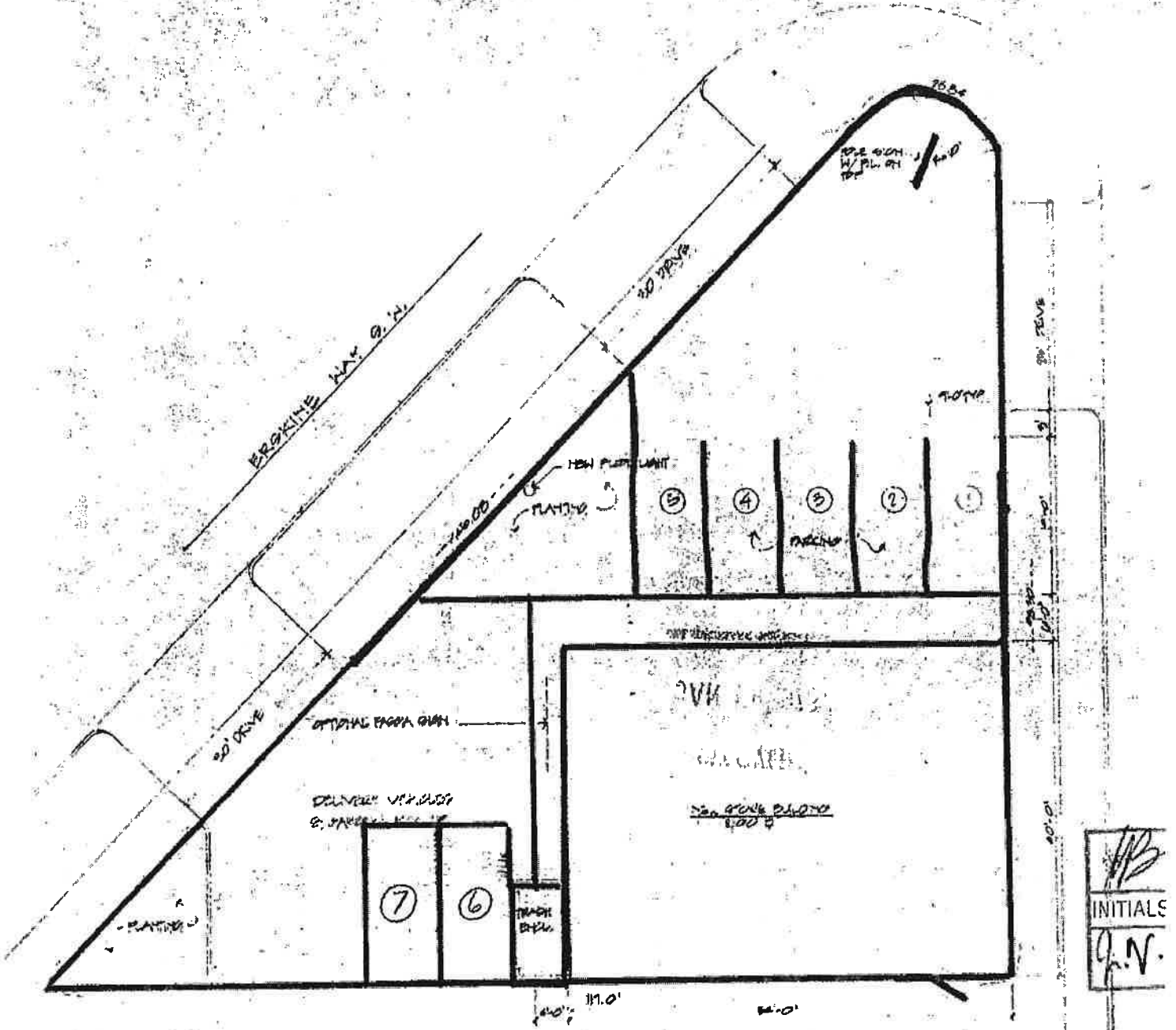
INITIALS
T.V.

INITIALS
I.V.

SCHEDULE "A"

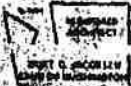
LEGAL DESCRIPTION AND DRAWING OF PREMISES AND IMPROVEMENTS ATTACHED TO AND MADE A PART OF LEASE BETWEEN TONY VIVOLO AND IONA VIVOLO, HUSBAND AND WIFE, AS LESSOR, AND THE SOUTHLAND CORPORATION AS LESSEE.

EXHIBIT B



LEGAL DESCRIPTION AND ~~SITE PLAN~~ 

SCHEDULE "A"

REVISIONS PRELIMINARY	DESIGN CHECKED DATE [Signature] 12-10-74 DRAWN APPROVED JOSSNO [Signature] 11-6-74		STORE BUILDING FOR SOUTHLAND CORPORATION SOUTHWESTERN & CALIFORNIA AVENUE
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THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (the "Third Amendment") is made and entered into by and between THE VIVOLO FAMILY, LLC, MANAGED BY UNION BANK, N.A. (formerly known as Frontier Bank), ("Lessor") and 7-ELEVEN, INC., formerly known as The Southland Corporation ("Lessee"), and modifies that certain Lease executed by Lessor and Lessee on January 4, 1973 and modified by Lease Amendment No. 1 dated February 9, 1973 and Lease Amendment No. 2 dated December 23, 2002 (collectively the "Lease").

RECITALS

A. Lessor and Lessee entered into the Lease whereby Lessor leased to Lessee that certain space consisting of 2,160 square feet of retail space located at 4812 Erskine Way SW, Seattle, WA, 98116. The space is diagrammed in Exhibit B to the Lease and the property is legally described as follows:

LOT 1, BLOCK 5, KIRKWOOD, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 23 OF PLATS, PAGE 18, RECORDS OF KING COUNTY, WASHINGTON.

Tax Account Number: 390210-0220

NOW THEREFORE, in consideration of the mutual benefits to be received from this Third Amendment, Lessor and Lessee do hereby amend the Lease on the following terms and conditions:

1. Term - Section 4. The term of the lease shall be extended for five (5) years as follows:
April 1, 2013 - March 31, 2018
2. Rent Applicable During Extended Term. Section 5 (Rent) of the Lease is amended as follows:
April 1, 2013 - March 31, 2018 \$5,300 per month
3. Option to Extend.

Lessee shall have one (1) option to extend the lease for an additional five (5) years. Lessee will be required to provide written notice to Lessor of its exercise of the option at least one hundred twenty (120) days prior to expiration of the Extended Term.

The Fixed Rent to be paid during the first year of each Option Term shall be the then current fair market rental for the Premises (the "Current Fair Market Rental"). Anything contained herein to the contrary notwithstanding, if (1) Lessee is in default under any of the terms, covenants or conditions of this Lease or (2) Lessee does not occupy all of the Premises, in each case either at the time Lessee exercises the Option or at any time thereafter prior to the commencement date of the Option Term (the "Option Commencement Date"), Lessor shall have, in addition to all of the Lessor's other rights and remedies provided for in this Lease, the right to terminate the Option upon notice to Lessee, in which event the Lease shall expire on the Expiration Date of the Initial Term or the Option Term (as the case may be).

(A) On or before thirty (30) days after the date Lessee provides Lessor notice of Lessee's intent to exercise the Option, Lessor and Lessee shall commence negotiations to agree upon Current Fair Market Rental applicable thereto. If Lessor and Lessee are unable to reach agreement on Current Fair Market Rental within thirty (30) days after the date negotiations commence, Current Fair Market Rental shall be determined in accordance with Subsections (B) and (C) below.

(B) If Lessor and Lessee fail to agree on a Current Fair Market Rental, Current Fair Market Rental shall be determined by arbitration. Within seven (7) days after the thirty (30) day negotiation period expires, each party shall select as an arbitrator one MAI appraiser with experience in real estate activities, including at least five (5) years experience in appraising real estate of the type and nature of the building in which the Premises are located and Premises in the area in which the Premises are located (each party to pay the costs of their own selected appraiser). If the two appointed appraisers cannot agree on the Current Fair Market Rental within fifteen (15) days of their selection, such two appraisers shall select a third appraiser meeting the aforementioned criteria and the third appraiser shall determine the Current Fair Market Rental pursuant to Subsection (C) below. If after using their respective best good-faith efforts, the two appointed appraisers cannot within thirty (30) days agree upon a third appraiser, either party may request a court of competent jurisdiction to select such third appraiser.

(C) Once the third appraiser has been selected as provided for in Subsection (B) above, then, as soon thereafter as practicable but in any case within fourteen (14) days of such date of selection, such third appraiser shall select one of the two estimates of Current Fair Market Rental submitted by Lessor's appraiser and Lessee's appraiser, which must be the one that is closer to the Current Fair Market Rental as determined by such third appraiser. The third appraiser's selection shall be rendered in writing to both Lessor and Lessee and shall be final and binding upon them, and shall not be subject to appeal. If such third appraiser believes that expert advice would materially assist him, he may retain one or more qualified persons, including, but not limited to, legal counsel, brokers, architects or engineers to provide such expert advice. All costs of such third appraiser and of any experts retained by such third appraiser shall be divided equally between Lessor and Lessee. Any fees of any counselor expert engaged directly by Lessor or Lessee, however, shall be borne by the party retaining such counselor expert.

4. Notices – Section 26.

Notices to the Lessor shall be addressed to:

Union Bank, N.A.
1201 Third Ave., Ste. 900
Seattle, WA 98101

Attn: Linda Hessler

Rental payments are to be submitted to:

Union Bank, N.A.
P.O. Box 85816
San Diego, CA 92186

Ref.: Lease #2588

3. Lessor acknowledges that Lessee has paid all Rents and operating expenses owed as of the date of this Amendment and that Lessor is not otherwise in default under the Lease. Lessee acknowledges that Lessor is not in default of any term or condition of the Lease.

EXCEPT AS EXPRESSLY MODIFIED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN UNCHANGED.

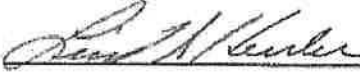
In witness thereof, the parties have executed and entered into this Second Amendment.

LESSOR:

LESSEE:

Vivolo Family, LLC
Union Bank, N.A., as Manager

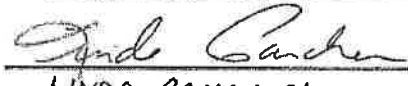
7-Eleven Inc.

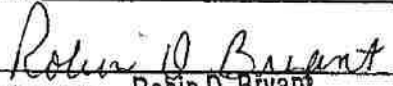
By: 
Linda Hessler
Its: Vice President

By: 
Print name Jennifer Bridges
Its: Vice President

Dated: 3/19/13

Dated: March 14, 2013

By: 
LINDA PANCHERI
Its: VICE PRESIDENT

By: 
Print name Robin D. Bryant
Its: Assistant Secretary

Dated: 3/19/13

Dated: March 14, 2013

FOURTH AMENDMENT TO LEASE AGREEMENT - COMMERCIAL PREMISES

THIS FOURTH AMENDMENT TO LEASE AGREEMENT - COMMERCIAL PREMISES is made as of April 1, 2018, between 7-Eleven, Inc. (formerly known as The Southland Corporation) ("Lessee"), and Vivolo Family, LLC, successor in interest to Tony Vivolo and Iona Vivolo husband and wife as ("Lessor").

RECITALS

A. Lessor and Lessee desire to amend that certain Lease Agreement dated January 4, 1973, as amended by: (i) that certain Amendment No. 1 dated February 9, 1973; (ii) that certain Amendment No. 2 dated December 23, 2002, and (iii) that certain Third Amendment to Lease dated March 19, 2013 (collectively, the "Lease").

B. WHEREAS, Lessor and Lessee entered into the Lease, whereby Lessor leased to Lessee that certain space consisting of 2,160 square feet of retail space located at 4812 Erskine Way SW, Seattle, WA, 98116. The space is diagrammed in Exhibit B to the Lease and the property is legally described as follows:

LOT 1, BLOCK 5, KIRKWOOD, ACCORDING TO PLAT THEREOF RECORDED VOLUME 23 OF PLATS, PAGE 18, RECORDS OF KING COUNTY, WASHINGTON.

C. WHEREAS, by letter to Lessor dated November 20, 2017 (the "Option Letter"), Lessee exercised its last option under the Lease, thereby extending the term of the Lease to March 31, 2023.

D. WHEREAS, Lessor and Lessee desire to amend the Lease in the manner described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

AGREEMENT

1. Paragraph 4. TERM. Pursuant to the Option Letter, the term of the Lease is extended for a period of five (5) years and shall commence on April 1, 2018 and expire on March 31, 2023 (the "Extended Term").
2. Paragraph 5. RENT. Paragraph 5 of the Lease (as amended) shall be further amended to establish monthly rent for the Extended Term at the rate of \$5,516.20 per month.
3. Paragraphs 4 and 29. Option to Extend: Lessor and Lessee acknowledge there are no further options to extend this Lease.
4. Section 26 Notices: Section 26 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES. Any notices required or permitted hereunder shall be in writing and delivered to the other party by: (a) courier; (b) United States Certified Mail, Return Receipt, postage prepaid; or (c) a nationally recognized overnight courier, shipping charges prepaid, to the addresses set forth below or to such other addresses as either party may designate in writing and deliver as provided in this Section. All notices provided via e-mail or facsimile will not constitute formal notice.

Notices to the Lessor shall be addressed to:

Azose Commercial Properties, Inc.
8451 SE 68th St.
Mercer Island, WA 98040

Notices to the Lessee shall be addressed to:

Tax statements and support to:

7-Eleven, Inc.
P.O. Box 711
Dallas, Texas 75221-0711
Attn: Ad Valorem Tax, Store #16547

CAM statements and support (if applicable) to:

7-Eleven, Inc.
3200 Hackberry Road
Irving, Texas 75063
Attn: CAM Dept., Store #16547

ALL OTHER COMMUNICATIONS, INCLUDING ANY NOTICES OF DEFAULT, TO:

7-Eleven, Inc.
3200 Hackberry Road
Irving, Texas 75063
Attn: Corporate Real Estate, Store #16547

5. Tenant Improvement Allowance. Within thirty (30) days after the date of this Amendment (the "Reimbursement Date"), Lessor shall pay to Lessee a tenant improvement allowance in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Allowance"). If Lessee shall not have received such Allowance from Lessor on or before the Reimbursement Date, then Lessee shall have the right (but not the obligation) to offset and deduct the entire amount of such Allowance from any and all amounts due and payable to Lessor from Lessee, including, without limitation, rent, additional rent, or any other charges due hereunder, as and when the same become due and payable under the Lease, until such time as Lessee shall have recouped the delinquent amount of the Allowance in full. Lessee may also withhold rent to the extent of any damages incurred by Lessee. Lessee shall not be deemed thereby to be in breach of this Lease, and such right of withholding rent shall not be deemed Lessee's exclusive remedy nor an election of remedies by Lessee.
6. Continued Effectiveness of Lease Provisions. Except as modified in this Amendment, the terms and conditions of the Lease shall continue in full force and effect and are hereby ratified and confirmed.

(Remainder of page left intentionally blank; Signatures following on next page)

IN WITNESS WHEREOF, this Amendment has been executed by Lessor as of the date first written above.

LESSOR - Vivolo Family LLC

By: Melissa Scheler, ~~Partner~~ SENATOR

Print Name Melissa J. Scheler

LESSOR

State of Washington
County of King

On this 1st day of June, 2018 before me personally appeared Melissa Scheler to me known to be the Senior Manager of the LLC that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, as Senior Manager of Partners In Care for the Vivolo Family LLC

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Dakota Cruse

Notary Public in and for the
State of Washington
Residing at Seattle

My Commission expires: 6/14/2021



