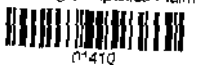


UNITED STATES BANKRUPTCY COURT		DISTRICT OF Delaware	PROOF OF CLAIM
Name of Debtor Fleming Companies, Inc., et al		Case Number 03-10945 (MFW)	REC'D JUL 03 2003
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>			
Name of Creditor (The person or other entity to whom the debtor owes money or property) PC Greensburg Associates, LLC		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent c/o Law Office of George Hanover 73-170 Fred Waring Dr. Ste 100 Palm Desert, CA 92260		<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Telephone number 760-862-1982		THIS SPACE IS FOR COURT USE ONLY	
Account or other number by which creditor identifies debtor Greensburg Food 4 Less		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated _____	
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Damages resulting from lease termination</u> <div style="float: right; margin-top: 10px;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114 (a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ (date) to _____ (date) </div>			
2 Date debt was incurred <u>September 14, 1992</u>		3 If court judgment, date obtained	
4 Total Amount of Claim at Time Case Filed \$ <u>1,007,104.95</u> If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ <u>0.00</u> Amount of arrearage and other charges at time case filed included in secured claim if any: \$ <u>0.00</u>		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ <u>0.00</u> Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a): _____ <small>* Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date <u>June 25, 2003</u> Sign and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). <u>George Hanover, Attorney for Creditor</u>		Fleming Companies Claim  03410	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.

**PC Greensburg Associates, LLC
And
Fleming Companies**

Lease Payment Schedule

<u>Dates</u>	<u>Months</u>	<u>Rent/Month</u>	<u>Total Rent</u>
5/1/03 to 10/30/03	6	50,195 13	301,171 80
Next 5 Years	60	52,358 72	3,141,523 20
Last 5 Years	60	54,522 30	<u>3,271,338 00</u>
Total Rent Payable for the remainder of the term			\$6 714,033 00
15% of that is			\$1,007,104.95

Claim for next 12 months of Base Rent

5/1/03 to 10/30/03	6	50 195 13	301,171 80
11/1/03 to 4/31/03	6	52 358 72	<u>314,152 32</u>
Total Rent for the next 12 months of Lease			615,324 12
Base Rent Claim For Remaining Term of Lease			\$1,007,104.95

Notes Lease Commencement Date 11/2/93
Term of Base Rent 20 years

The foregoing claim was prepared in reliance upon the Debtor's notice that it was surrendering the premises 5/31/03. After receiving the keys, Claimant learned Debtor's subtenant remains in possession and has changed the locks. It is Claimant's position that until Debtor restores it to possession, Debtor remains liable for payment of all rent and other charges under the lease as administrative rent, for which a request for payment will be filed with the Court. Claimant will amend this Proof of Claim if and when it is restored to possession to set forth the amount of its lease termination damages measured from the date possession is surrendered.

BUILD AND LEASE AGREEMENT

This Agreement is made and entered into this 14th day of September, 1992 by and between F.F. GREENSBURG ASSOCIATES, AN OHIO LIMITED PARTNERSHIP whose address is 1765 Merriman Road, Akron, Ohio 44313, hereinafter called the LESSOR and FLEMING FOODS OF OHIO, INC., an Ohio Corporation with an office at 4676 Erie Street South, Massillon, Ohio 44646, hereinafter called the LESSEE.

WITNESSETH:

WHEREAS, the LESSOR desires to lease a building containing approximately 51,926 square feet, together with parking and service areas, upon the following described real estate, all of which is hereinafter together referred to as the Premises which is more fully described upon Exhibit "A" attached hereto and incorporated herein as though fully rewritten, and the LESSEE desires to lease the Premises upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants to be performed, the parties hereto agree as follows:

1.1 OWNER. The LESSOR covenants that it has good title to said real estate and that the LESSEE, upon paying the rentals herein reserved and observing, performing and keeping all and singular the covenants and agreements herein specified to be kept and performed by LESSEE, shall, and may lawfully, peacefully and quietly have, hold, use, occupy, possess and enjoy the Premises hereby leased for and during the term

BUILD AND LEASE AGREEMENT

This Agreement is made and entered into this July day of September, 1992 by and between F.F. GREENSBURG ASSOCIATES, AN OHIO LIMITED PARTNERSHIP whose address is 1765 Merriman Road, Akron, Ohio 44313, hereinafter called the LESSOR and FLEMING FOODS OF OHIO, INC., an Ohio Corporation with an office at 4676 Erie Street South, Massillon, Ohio 44646, hereinafter called the LESSEE.

WITNESSETH:

WHEREAS, the LESSOR desires to lease a building containing approximately 51,926 square feet, together with parking and service areas, upon the following described real estate, all of which is hereinafter together referred to as the Premises which is more fully described upon Exhibit "A" attached hereto and incorporated herein as though fully rewritten, and the LESSEE desires to lease the Premises upon the terms and conditions hereinafter set forth.

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hereof, without any hindrance, eviction, molestation, or interruption of or by the LESSOR, or any person or persons. LESSOR covenants that no zoning or other ordinance, law, regulation, or restrictive covenants prevent use of the leased Premises for the intended purpose of a retail grocery store.

1.2. IMPINGEMENT. Except as herein provided for, LESSOR warrants and guarantees that there are no prior documents of record or unrecorded documents within the knowledge of LESSOR, which will permit third parties to impinge on the rights of LESSEE under this Lease by use or occupancy of adjacent Premises, or of the Premises, including the parking area, and other areas as shown on the plot plan attached to and made a part of this Lease, as Exhibit "B". LESSOR shall not make any deviations or variations in the construction or use of the Premises from that shown on the said plot plan without the prior written consent of LESSEE which consent shall not be unreasonably withheld, conditioned, or delayed.

2. PARKING AND SERVICE AREAS. The Premises are located as approved by the parties as shown on the plot plan marked Exhibit "B", attached hereto and incorporated herein. The LESSEE covenants and agrees that it shall maintain and make all ordinary repairs (except capital expense or capital improvements under recognized and accepted accounting principles and standards) to the parking and service areas of the Premises necessary to preserve them in good order and operating condition and repair, damage and destruction covered by insurance and condemnation excepted. LESSOR agrees to

reasonably cooperate with LESSEE and join in a complaint, at LESSEE'S expense, filed in a court, or with a law enforcement agency or an administrative agency to prohibit individuals who may be loitering, cruising, picketing, handbilling or distributing literature, from interference with LESSEE'S conduct of business on the Premises. LESSEE shall and does hereby indemnify and hold the LESSOR harmless from and against any and all loss, costs, damages, claims or expenses, including reasonable attorney's fees, which LESSOR may incur as a result of LESSOR'S cooperation with LESSEE pursuant to this paragraph

3. CONSTRUCTION. The LESSOR agrees to cause construction of the Premises and other improvements in accordance with the plot plan as approved by all governmental controlling jurisdictions, attached hereto as Exhibit "B", and the specifications marked Exhibit "C", attached or to be attached hereto and incorporated herein. This Lease shall not be effective until such specifications, Exhibit "C", and the plot plan, Exhibit "B", have been so attached and have been initialed by both parties. The LESSOR shall provide water, sewer, gas, electrical and other utilities, including hookups (but excluding deposits for permanent utilities) for said utilities. LESSEE shall have the right to review the elevation drawing.

The LESSOR agrees that, at the option of the LESSEE, this Lease shall become null and void if construction of the Premises is not commenced on or before April 30, 1993, and completed and ready for occupancy on or before December 31,

1993, except for causes or conditions described in Paragraph 45 hereof; provided, however, that if the Premises are not ready for occupancy on or before April 30, 1994, irrespective of cause, and irrespective of whether such cause is described in Paragraph 45, LESSEE, in its sole discretion is hereby granted the option to cancel and terminate this Lease upon thirty (30) days notice to LESSOR.

Construction of the Premises shall not be considered complete until it is substantially completed in every respect, (substantially completed in every respect shall mean complete except those items listed on a punch list, as hereinafter defined, which can be and will be corrected and completed within thirty (30) days by LESSOR in accordance with the specifications, Exhibit "C" hereof, none of which items would materially interfere with or impair the LESSEE'S use of the Premises and to an extent permissible with respect to necessary work to be performed by LESSEE in installing its trade fixtures and equipment) including, but not limited to toilet facilities, office space, vinyl floor covering, automatic doors, light fixtures, including tubes and globes, heating, refrigerated air conditioning, enclosed machine rooms, curtain walls and partitions, and electrical and plumbing requirements complete to the point of connection of fixtures, equipment, checkstands and signs; interior and exterior decoration completed, parking areas completely surfaced, with adequate lighting and initial traffic control, service roads, sidewalks, loading facilities, all to be in accordance with specifications (Exhibit "C") to be

supplied by LESSEE. LESSOR shall also construct a pylon and pylon base, together with underground electrical lines, as shown on Exhibit "B", and LESSEE shall have the right to place on such pylon at LESSEE's expense its sign identifying the Premises. LESSEE shall maintain and repair said pylon sign in accordance with the Paragraph 13 hereof. LESSOR covenants and agrees that no other signs, other than those required to meet applicable codes or ordinances, shall be permitted on the Premises without LESSEE's prior written consent being first obtained.

LESSEE agrees to accept the Premises in the condition existing on the date of the commencement of the term, subject to LESSEE'S list of defective items (hereinafter called "punch list") being completed. In the event of LESSOR'S failure to complete said punch list items within thirty (30) days after receipt of LESSEE'S notification to LESSOR, then at LESSEE'S sole option, LESSEE may either complete such punch list items and deduct the cost thereof from rent, the costs of which are hereby agreed in advance by the parties hereto to be reasonable and proper deductions, or require LESSOR'S specific performance of the same, or seek any other legal remedies available to LESSEE. LESSOR covenants that the Premises to be constructed shall, at the commencement of the term hereof and subject to LESSEE'S punch list being completed, be structurally sound and in good tenantable condition and that there shall be no latent defects therein. Latent defects as used herein is a defect which is a departure from plans and specifications not apparent

upon an ordinary and reasonable inspection by a professional engineer qualified to make such inspection, normal wear and tear excepted. LESSOR further covenants that if any latent defects in the Premises becomes apparent at any time during this Lease, and it is deemed that such latent defects existed at the beginning of the term hereof, or resulted from faulty design, workmanship or materials, then LESSOR shall cause the same, after receiving written notice from LESSEE, to be repaired and corrected with all reasonable speed. LESSEE shall have the benefit of all warranties accruing to the LESSOR by reason of construction of the Premises and any installation of equipment thereon.

Notwithstanding anything to the contrary otherwise contained herein, LESSEE shall be under no obligation to accept delivery of the Premises from LESSOR following construction any sooner than a date which is six (6) months following the date that LESSEE accepts the Premises described in a Lease by and between F. F. Monroeville Associates, an Ohio Limited Partnership and Tenant dated August 21, 1992.

4. TERMS. The LESSOR agrees to, and does hereby, lease the Premises to the LESSEE for an original term of twenty (20) years, commencing on the first day the Premises are opened for business or forty-five (45) days following the day when the construction of the Premises is completed in accordance with the terms of this Lease and the Premises are ready for occupancy by LESSEE, except for punch list items which can and will be completed within thirty (30) days, as aforesaid, and LESSOR notifies LESSEE of the foregoing whichever is earlier. The commencement date of the term shall be endorsed on a document identical to that attached hereto as Exhibit "D" and

each of the parties covenant and agree to timely execute said document and append such to this Lease at which time such shall be deemed to be a part hereof for all purposes.

It is agreed that if at the end of the original term of this Lease, or any option period hereof, LESSEE, in its sole discretion, shall deem it necessary to remain in occupancy of said Premises beyond the termination date of the Lease, LESSEE may do so for a period of time up to one hundred twenty (120) days. For any such extension period, the rent will be one and one half (1.5) times the minimum monthly rent. LESSEE shall give LESSOR sixty (60) days' notice should such extension be necessary. It is agreed that the LESSEE shall not be obligated to open the Premises for business nor shall the rent for the Premises commence until all streets and highways and parking areas shown on Exhibit "B" attached hereto, have been fully paved and are open for public use.

Nothing contained in this Paragraph 4 shall be construed to create a lease for a term of thirty (30) years or more which would subject LESSOR to the payment of a real estate transfer tax pursuant to Section 91.133 of the Pennsylvania Realty Transfer Tax Act.

5. OPTIONS. It is further agreed that, at the expiration of the original term, the LESSEE shall have the right, exercisable at its sole option, to extend this Lease for four (4) additional term(s) with five (5) years for the first option, four (4) years eleven (11) months for the second option, and five (5) years each for the third and fourth options upon the same terms and conditions except for payment of Rent which shall be in accordance with Paragraph 6.1(a) hereof. The LESSOR shall be notified of the LESSEE'S intent to

exercise such option at least nine (9) months prior to the end of the then current term. It is further agreed that LESSEE shall have the right, at its sole option, to extend this Lease, if necessary, to permit reconstruction and repair of the Premises after its damage or destruction, in accordance with the provisions of Paragraph 16 hereof.

6.1 RENT. As rent for the Premises, the LESSEE agrees to pay to the LESSOR at 1765 Merriman Road, Akron, Ohio 44313, or at such other places as LESSOR may designate in writing, the following amounts:

(a) Annual minimum rent for the first five (5) years of the initial term hereof (Years 1-5) equal to Five Hundred Seventy-Six Thousand Three Hundred Seventy-Eight and 60/100 Dollars (\$576,378.60) with minimum monthly payments of Forty-Eight Thousand Thirty-One and 55/100 Dollars (\$48,031.55); plus

Annual minimum rent for the second five (5) years of the initial term hereof (Years 6-10) equal to Six Hundred Two Thousand Three Hundred Forty-One and 60/100 Dollars (\$602,341.60) with minimum monthly payments of Fifty Thousand One Hundred Ninety-Five and 13/100 Dollars (\$50,195.13); plus

Annual minimum rent for the third five (5) years of the initial term hereof (Years 11-15) equal to Six Hundred Twenty-Eight Thousand Three Hundred Four and 60/100 Dollars (\$628,304.60) with minimum monthly payments of Fifty-Two Thousand Three Hundred Fifty-Eight and 72/100 Dollars (\$52,358.72); plus

Annual minimum rent for the fourth five (5) years of the initial term hereof (Years 16-20) equal to Six Hundred

Fifty-Four Thousand Two Hundred Sixty-Seven and 60/100 Dollars (\$654,267.60) with minimum monthly payments of Fifty-Four Thousand Five Hundred Twenty-Two and 30/100 Dollars (\$54,522.30); plus

Annual minimum rent for the first five (5) year additional term as described in Paragraph 5 shall equal Six Hundred Eighty Thousand Two Hundred Thirty and 60/100 Dollars (\$680,230.60) payable in minimum monthly payments of Fifty-Six Thousand Six Hundred Eighty-Five and 88/100 Dollars (\$56,685.88);

Annual minimum rent for the second additional term of four years eleven months as described in Paragraph 5 shall equal Seven Hundred Six Thousand One Hundred Ninety-Three and 60/100 Dollars (\$706,193.60) payable in minimum monthly payments of Fifty-Eight Thousand Eight Hundred Forty-Nine and 47/100 Dollars (\$58,849.47);

Annual minimum rent for the third additional term of five years as described in Paragraph 5 shall equal the fair rental value of the Premises at the time of exercising said option as agreed by the parties;

Annual minimum rent for the fourth additional term of five years as described in Paragraph 5 shall equal the fair rental value of the Premises at the time of exercising said option as agreed by the parties;

(b) LESSEE'S maintenance and repair obligations, as set forth in Paragraph 2 and Paragraph 13 hereof;

(c) Public liability and property damage insurance premium covering the Premises, as set forth in Paragraph 9 hereof;

(d) Reimbursement of Fire and Extended Coverage Insurance Premium against the Premises as set forth under Paragraph 16 hereof;

(e) Taxes and assessments as set forth under Paragraph 8 hereof.

6.2 LEASE YEAR DEFINED.

The term "Lease Year", as used in this Lease, means the following:

1. With reference to the first lease year, the period from the commencement date of the term of this Lease through the last day of the twelfth (12th) full calendar month thereafter.

2. With reference to any succeeding lease year (with the exception of the last lease year), twelve (12) full consecutive calendar months commencing on the first day of the calendar month next succeeding the last day of the preceding lease year.

3. With reference to the last lease year, the period commencing on the first day of the calendar month next succeeding the last day of the preceding lease years and terminating on the last day of the lease term.

The minimum monthly rent for each full calendar month, running from the first day of that month to the last day of that month, shall be paid on or before the first (1st) day of each consecutive month in advance through the terms of this Lease. If the commencement date of the term of this Lease shall be other than the first day of a calendar month, the rent for such partial month shall be calculated and paid on a

proportionate basis on the commencement date, so that thereafter rent may be calculated and paid for even calendar months.

7. LESSOR. All mortgage payments or other charges required to discharge any lien or encumbrance that may affect the Premises, and for which the LESSOR is solely responsible, and which is superior and prior to the terms of this Lease, and the rights of LESSEE hereunder, shall be paid by the LESSOR as the same shall become due; provided that LESSOR's failure to make the payments required by this Paragraph shall not constitute a default hereunder so long as LESSEE is not deprived of the use and occupancy of the Premises or any part thereof as a result of such nonpayment thereof.

8.1 TAXES. ~~As additional rental, the LESSEE agrees to pay to the LESSOR,~~ on demand, the amount of all taxes and assessments levied against the Premises, exclusive of any realty transfer taxes which may be imposed, that are applicable to the period of the original or any exercised renewed term hereof. Such taxes and assessments shall be billed by LESSOR to LESSEE after receipt of notice from the local taxing authority to LESSOR. LESSEE shall pay to LESSOR the amount of the taxes and assessments attributable to the Premises at least five (5) days prior to the date that such taxes and assessments are due without penalty, by the taxing agency (provided LESSEE has received from LESSOR the tax bill at least twenty-five (25) days prior to the due date described above). LESSOR shall send LESSEE receipted tax bill(s)

showing payment for taxes as well as special assessments within thirty (30) days of payment. Provided, however, that for any partial tax year occurring during the original or any renewed term hereof, the LESSEE shall be liable for only that proportion of such taxes and assessments as the number of days in such partial tax year bears to 365. The provisions of this Paragraph shall survive expiration or termination of this Lease.

If LESSOR does not bill LESSEE for taxes and assessments within one hundred eighty (180) days from the date such are due (provided LESSOR has been billed by the taxing agency), then LESSEE's obligation to reimburse for said tax bill shall be null and void and of no further force and effect.

8.2 ASSESSMENTS MADE DURING LEASE TERM. In the event during the term of this Lease, or any extension thereof, an assessment is placed upon the Premises by any taxing authority of competent jurisdiction, and if such assessment is payable or may be paid in installments, then, and in that event, such assessment shall be paid by installments, and LESSEE shall be liable to pay said assessment only to the extent of making timely payment of those installments falling due during the term of this Lease or any extension thereof. Further, if any assessment is proposed by any competent taxing authority during the term of this Lease or any extension thereof, then, upon the request of LESSEE, LESSOR and any mortgagee shall use their best efforts to obtain an assessment which is payable or may be paid in installments.

In the event during the term of this Lease or any extension thereof that an assessment is placed upon the Premises by any taxing authority of competent jurisdiction, and such assessment is payable only in lump sum, then and in that event, LESSEE shall be liable only for payment of a proportionate share of such assessment in the proportion which the number of years remaining in the original term and/or any renewal options then remaining available to LESSEE hereunder bears to the useful life of the improvement against which the assessment is made, said useful life being determined by agreement of the parties, or in absence of agreement, by arbitration under the procedures set forth in Paragraph 18 hereof.

Any taxes and assessments levied and assessed against the Premises that shall become due and payable during the term hereof and which LESSEE has agreed to pay, may be contested by LESSEE, by appropriate proceedings in LESSOR'S or LESSEE'S name and LESSOR will offer no objections, will cooperate with LESSEE, will provide any information requested by LESSEE, and will execute any document which may be necessary and proper for such proceedings; provided that LESSEE post such bonds or provide such additional security during the pendency of such proceedings as is required by the taxing authority and LESSOR's mortgagees and further provided that LESSEE shall pay such taxes during the pendency of the appeal if required by law or if required to prevent a foreclosure or forfeiture of the Premises.

9. PUBLIC LIABILITY The LESSEE agrees to protect and save the LESSOR harmless from any and all claims of others for injuries to persons or property arising out of the occupancy or operation of the Premises by the LESSEE and its Sublessees, except such claims as arise out of the negligent, intentional or willful acts of the LESSOR or its agents.

The LESSOR agrees to protect and save LESSEE harmless from any and all claims of others for injuries to person or property arising out of the negligent, intentional or willful acts of LESSOR or its agents.

LESSEE agrees to maintain, at its own expense, during the full term of his Lease, a policy of public liability and property damage insurance in a reputable company authorized to do business in the State of Pennsylvania in which policy LESSOR, LESSEE and any MORTGAGEE shall be named as additional named insured, and to furnish current certificates evidencing the existence of such insurance providing that such insurance shall not be canceled except after thirty (30) days' written notice to LESSOR. Such policy shall provide coverage in an amount of \$2,000,000.00 single limit combined bodily injury and property damage each occurrence, to cover all situations where any other person or persons claim bodily injury, death or property damage in or upon the Premises.

10. WAIVER OF LIABILITY. LESSEE hereby waives any cause of action which LESSEE or anyone claiming by, through or under LESSEE, by subrogation or otherwise, might now or hereafter have against LESSOR, based on any loss, damage or injury which

is insured against under any insurance policy which names LESSEE as insured or which would be insured against under any insurance policy which this Lease requires LESSEE to carry. LESSOR hereby waives any cause of action which LESSOR or anyone claiming by, through, or under LESSOR, by subrogation or otherwise, might now or hereafter have against LESSEE based on any loss, damage or injury which is insured against under any insurance policy which names LESSOR as insured or which would have been insured against under any insurance policy which this Lease requires LESSOR to carry. All policies of insurance written to insure all buildings, parking areas, service and delivery areas, improvements, contents, and all other such property (real or personal) shall contain a proper provision, by endorsement or otherwise, whereby the insurance carrier issuing the same shall (i) acknowledge that the insured has waived and released its right of recovery pursuant to this paragraph and (ii) waive the right of subrogation which such carrier might otherwise have had, all without impairment or invalidation of such insurance. The provisions of this paragraph shall be equally binding upon and inure to the benefit of any assignee or sublessee of LESSEE.

11. REMOVAL. The LESSEE shall have the right to remove any and all furniture, fixtures, and equipment it may have installed on or in the Premises, provided the LESSEE shall restore any damage to the building resulting from such removal, usual wear and tear excepted.

12. LESSOR ENTRY. The LESSOR shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the same, or for the purpose of doing anything that may be required under this Lease, or for the purpose of doing anything LESSEE may be required to do and shall fail to do. In the event it is reasonably necessary for the LESSOR to make any repairs to the Premises that the LESSEE is responsible for, but which the LESSEE has failed to make, LESSEE shall reimburse the LESSOR for the cost thereof, on demand, and the LESSOR shall not be responsible to the LESSEE for any loss or damage that the LESSEE may suffer from such repairs, provided that such loss or damage is reasonable under the circumstances.

13. REPAIRS AND MAINTENANCE. Except for the LESSOR'S obligations with respect to latent defects as set forth in Paragraph 3 and with the obligations to maintain in good condition the structural portions of the building including foundation, slabs, walls and roof, and electrical and plumbing services to the building (except that with respect to said electrical and plumbing services, LESSOR's responsibility shall be limited to services and lines outside of the building wherein repair or replacement is necessary due to improper installation or materials in the original construction or replacement of said facilities pursuant to LESSOR's obligations hereunder). LESSEE agrees at its expense to maintain all other portions of the Premises and to make all ordinary repairs and maintenance (except for capital expense for capital improvements, under generally accepted accounting principles)

in and about the Premises necessary to preserve them in good condition, including the air conditioning and heating equipment. LESSEE shall be responsible for the repair and replacement of the air conditioning and heating equipment, to the extent LESSEE deems reasonably necessary to operate a retail grocery store in Pittsburgh, Pennsylvania.

LESSOR does hereby assign all warranties to LESSEE with respect to items which it is the responsibility of LESSEE to repair and maintain.

LESSEE further agrees that it shall also be obligated to repair and maintain all the parking and service areas of the Premises as set forth under Paragraph 2 hereof. If, in the event of an emergency, it shall become necessary to make any repairs hereby required to be made by LESSOR, LESSEE may proceed forthwith to have such repairs made and pay the reasonable cost thereof, whereupon, LESSOR shall reimburse LESSEE for the reasonable cost of such repairs, on demand.

14. WASTE. The LESSEE shall not commit waste or permit waste to be committed in or upon the Premises and, at the termination of this Lease, shall surrender and deliver the Premises to the LESSOR in as good condition as the same were at the commencement of the term excepting (1) usual wear and tear, (2) acts of God and unavoidable casualties, except to the extent such are covered by insurance, (3) repair of latent defects for which LESSOR is responsible hereunder, (4) damage or loss for which LESSOR has waived recovery under Paragraph 10 hereof, and (5) other causes beyond the control of LESSEE

which are not insurable under customarily obtained perils policies utilizing reasonably prudent business practices in the locale where the Premises are located.

15. SIGNS. LESSEE shall have the sole right to approve the design and placement of any and all signs of any nature upon the exterior of the building and on the remaining areas of the Premises and agrees that such approval shall not be unreasonably withheld.

16.1 FIRE AND EXTENDED COVERAGE INSURANCE. The LESSOR agrees to keep in effect, at its expense, but subject to reimbursement pursuant to the terms hereof, and during the original or any renewed term of this Lease, a policy of fire and casualty insurance, with extended coverage, including vandalism and malicious mischief and burglary insurance, and loss of rents payable under this Lease for a period not to exceed one (1) year, to cover damage to the Premises written by a responsible insurance company authorized to do business within the state where the Premises are located, in an amount equal to not less than ninety percent (90%) of the replacement cost of the Premises, and to furnish the LESSEE proof thereof. Such policy of insurance shall provide protection against the losses so insured against for the benefit of the LESSOR, LESSEE, and any mortgagee as their interests may appear under the terms of this Lease and any mortgage agreement, providing that such insurance shall not be canceled except after thirty (30) days' notice to LESSEE and any mortgagee and shall contain the provision of endorsement required by Paragraph 10 hereof.

The Premises to be constructed by LESSOR under this Lease are to be equipped with an automatic sprinkler system, which is more fully described in Exhibit "C". LESSOR further understands that LESSEE'S sublessee is required to carry fire and extended coverage insurance covering all of its merchandise, furniture, fixtures, and equipment located in and upon the Premises. Should the building covered by this Lease be rated deficient by the Insurance Service Organization, then LESSOR shall pay for any differential amount between the premium paid and that which would have been paid had the building not been rated deficient; and LESSOR agrees to reimburse LESSEE and/or its sublessee for any differential amount it may incur. Said differential amount shall be computed and paid annually using the then published insurance rates until the defects are cured by LESSOR. Upon LESSOR'S receipt of notice of any deficiencies from the Insurance Service Organization, LESSOR agrees to immediately notify LESSEE in writing of said deficiencies. Upon completion of construction, LESSOR agrees to provide LESSEE with a rating sheet for the Premises from said insurance service organization citing deficiencies, if any.

16.2 SUBSEQUENT CHANGE OF STANDARDS. LESSOR shall not be liable for any reimbursement of such differential if LESSOR has complied fully with the agreed plans and specifications of the Premises and has complied with all of the Insurance Service Organization's recommendations and requirements after its review of said architectural plans and related engineering

drawings and specifications of the Premises. Neither shall the LESSOR be liable for any reimbursement of any such differential due to the Insurance Service Organization's subsequent change of standards of qualifications for full sprinkler credit pertaining to the standards of construction of the Premises.

16.3 REIMBURSEMENT OF INSURANCE PREMIUM. LESSEE agrees to remit to LESSOR, on an annual basis within thirty (30) days after being billed therefor, the annual premium for insurance covering the Premises for said policy(s) as hereinabove provided, subject to LESSEE'S right to obtain a like insurance coverage policy(s) in accordance with this Paragraph, from a like insurance company (with a Best Rating of at least "A") covering the Premises should LESSEE be able to secure such policy(s) on the Premises at a lower rate for like coverage.

In the event LESSEE is able to obtain like insurance policy(s) covering the Premises at a lower rate than provided by LESSOR's company, LESSEE shall provide to LESSOR reasonable data supporting the availability of such like insurance policy(s) from a like insurance company at a lower rate; and upon receipt of such data, LESSOR shall have the option, exercisable in its sole discretion and within thirty (30) days after receipt of such data, to cancel its insurance policy(s) covering the Premises and obtain LESSEE'S policy(s). Should LESSOR elect not to cancel its insurance policy(s) and obtain LESSEE'S policy(s), as aforesaid, LESSOR agrees to deduct, from amounts due from LESSEE in payment of LESSOR'S insurance policy(s) covering the Premises and within said thirty (30)

days, the difference between the premium paid or charged by LESSOR for its insurance policy(s) covering the Premises and that which would have been paid by LESSEE for LESSEE'S policy(s) covering the Premises.

16.4 BLANKET INSURANCE. The insurance to be provided by LESSOR may be provided pursuant to a blanket insurance policy covering the Premises and other locations of LESSOR provided, however, in no event shall the protection afforded by such blanket insurance policy be less than that required hereunder. LESSEE agrees it shall not knowingly keep anything within the Premises or use the Premises for any purpose which will cause an increase in the insurance premium cost or invalidate any insurance policy(s) carried on the Premises.

16.5 DAMAGE AND DESTRUCTION. If, at any time during the original or any renewed term hereof, the Premises shall be partially damaged by fire, wind storm, or other casualty, but the extent thereof is not sufficient to deprive the LESSEE of more than twenty-five percent (25%) of the floor space in the Premises, then LESSEE shall notify LESSOR thereof in writing and LESSOR, at its expense, shall proceed promptly to rebuild and repair such portion of the Premises so damaged or destroyed, and this lease shall continue in full force and effect.

If, at any time during the original or any renewed term hereof, the Premises shall be partially or wholly damaged by such casualty, and the extent of such damage shall be sufficient to deprive LESSEE of more than twenty-five percent

(25%) of the floor space therein for its purposes, the LESSEE shall notify LESSOR thereof in writing and the rights and obligations of the parties shall be governed by the following:

(a) If such damage shall occur during the first thirteen (13) years of the original term hereof, then at its expense, (including the use of insurance proceeds) the LESSOR shall proceed to rebuild and repair such damage, and this Lease shall continue in full force and effect.

(b) If such damage shall occur during the last seven (7) years of the original term hereof, or during any of the renewal terms available to LESSEE at its option under Paragraph 5, and if within thirty (30) days after the occurrence of such damage ("Initial Thirty (30) Day Damage Period"), LESSEE shall further notify LESSOR of LESSEE'S intent to exercise options, then still available to it under Paragraph 5, to extend the term hereof for a period of at least seven (7) years after such notification, then LESSOR, at its expense, shall proceed promptly to rebuild and repair such damage, and this Lease shall continue in full force and effect. If notice be not so given to LESSOR of LESSEE'S intent to exercise such options to so renew the term hereof for such a period, then LESSOR, at its sole option, may advise LESSEE of its election to rebuild and repair such damage, at its expense (using insurance proceeds), by written notice to LESSEE within thirty (30) days after the Initial Thirty (30) Day Damage Period (Subsequent Notice Period) and the Lease shall remain in effect for the balance of the term or applicable renewal period. In the event that

LESSEE shall fail to give LESSOR notice of LESSEE's intent to exercise an option to renew in accordance with the terms hereof during the Initial Thirty (30) Day Damage Period, and in the event that LESSOR shall thereafter fail to so give LESSEE notice of LESSOR'S election to rebuild and repair such damage, notwithstanding LESSEE's failure to renew, then this Lease shall terminate as of the date of the occurrence of such casualty, the rental shall be adjusted accordingly, and neither party shall have further rights or obligations hereunder.

Whenever, under the foregoing provisions of this Paragraph 16, LESSOR shall have the obligation to rebuild and repair all or any portion of the Premises, and so to continue this Lease in full force and effect, the same shall be commenced within thirty (30) days after LESSOR'S obligation so to do becomes fixed by receipt of notice of such damage, or receipt of notice of LESSEE'S intent to exercise the necessary option to renew, or the exercise of LESSOR'S election to rebuild, as the case may be. LESSOR shall prosecute such rebuilding and repairing diligently and to the end that the Premises will be restored to substantially the same condition as before the occurrence of such damage. If, for any reason whatsoever, such rebuilding and repairing is not completed within six (6) months after receipt of the applicable notices, unless LESSOR be prevented from completing such rebuilding and repairing by causes or conditions beyond its control, including those set forth in Paragraph 45 hereof, then, and in either such events, LESSEE may, at its sole option, terminate this Lease by written notice to LESSOR of its intention to do so, upon the happening of

which, rental shall be adjusted as of the date of termination, LESSEE shall have no further rights hereunder, and LESSEE shall have no further interest in the proceeds of said insurance. Failure of LESSEE to terminate prior to substantial completion of the repair and/or rebuilding shall constitute a waiver of LESSEE's right to terminate. Substantial completion shall be deemed to have occurred if LESSOR has completed all construction obligations except miscellaneous "punchlist" matters and the existence of said unfinished punchlist matters does not impair LESSEE's ability to operate within the Premises.

Whenever, under the foregoing provisions of this Paragraph 16, LESSOR shall have the obligation to rebuild and repair all or any portion of the Premises and so to continue this Lease in full force and effect, the rentals payable by LESSEE hereunder shall abate from the date of the occurrence of such casualty to the date of completion of such rebuilding and repairing in proportion to LESSEE'S deprivation of use of the Premises for its purposes. Whenever, under the foregoing provisions of this Paragraph 16, the Premises shall not be rebuilt or this Lease shall be terminated by reason of the exercise or non-exercise of any option herein granted to either the LESSOR or the LESSEE, the LESSEE shall have no further interest in the proceeds of such insurance.

Nothing contained in this Paragraph 16 shall be construed to create a lease for a term of thirty (30) years or more which would subject LESSOR to the payment of a real estate transfer

tax pursuant to Section 91.133 of the Pennsylvania Realty Transfer Tax Act.

17. CONDEMNATION FOR REPAIRS. The LESSOR agrees that if any authority condemns the Premises or any part thereof, as being unsafe, or not in conformity with the applicable laws or regulations, the LESSOR, at its own cost and expense, will promptly make such changes, alterations or repairs (structural or nonstructural) as may be necessary to comply with such laws and regulations, or with the requirements of the authority. If, during the time such changes, alterations or repairs are being performed, the Premises are rendered unsuitable for occupancy and use by the LESSEE, the rent shall abate, and if only a portion of the Premises is rendered unsuitable for such occupancy and use, then the rent shall abate proportionately. Provided, however, in the event the Premises or any part thereof are condemned as being unsafe or not in conformity with the applicable laws and regulations due to the defective condition or use of supplies, materials and/or equipment owned or used by LESSEE, or due to a defective condition of such facilities or of any part of the Premises LESSEE is required to maintain as herein provided, or due to LESSEE's particular use of the Premises, then, and in that event, LESSEE, at its own cost and expense, agrees to make such changes, alterations and repairs (structural or nonstructural) in the building and equipment or the use of the same as may be necessary to comply with such laws and regulations, or with the requirements of the authority, but LESSEE shall be entitled to any condemnation

award made to LESSOR in respect thereto. If, during the time such changes, alterations, and/or repairs are being performed to the Premises, the Premises are rendered untenable for occupancy and use by LESSEE, the rent shall not abate.

18. CONDEMNATION. Upon LESSOR'S receipt of notice from any condemning authority of a proposed condemnation, LESSOR shall immediately notify LESSEE in writing. If all of the Premises shall be taken under the right of eminent domain by any authority having the right of condemnation, or if a portion of the Premises is so condemned as will prevent the practical use of the Premises for LESSEE'S purposes, this Lease, and all obligations hereunder, shall terminate on the date title vests pursuant to such proceedings. In the event the proper judicial authority does not divide the award to compensate the separate loss of each party, the total award made in such proceedings shall be equitably distributed between the LESSOR and LESSEE; provided that if the parties cannot agree upon an equitable distribution of such award, either party may petition a court of competent jurisdiction in the state where the Premises are located for equitable distribution of such award, and in the event no such court has jurisdiction to determine an equitable distribution of such awards, then either party may request arbitration under the terms hereinafter set forth. In reaching the equitable distribution, LESSEE shall be entitled to a distribution for leasehold improvements, fixtures, and moving expenses to the extent compensable pursuant to the law of the governing jurisdiction, including, if applicable, any claims

made by LESSEE or sublessee for damages or value of the leasehold interest, if any. LESSOR shall be entitled to a distribution for the full value of its interest in the Premises. Nothing herein contained shall be construed to create a right of compensation for leasehold interest, if such right of compensation does not otherwise exist pursuant to applicable law.

If such taking does not prevent the practical use of the Premises for the purposes of the LESSEE, then this Lease shall continue in full force and effect, but the rent shall abate proportionately, and such other adjustments shall be made as shall be just and equitable.

In any instance in this Agreement in which it is provided that a question shall be determined by arbitration, the following procedure shall govern:

The party desiring arbitration ("First Party") shall give written notice to that effect to the other party ("Second Party"), specifying in said notice the name and address of the person designated to act as arbitrator on its behalf. Within fifteen (15) days after the service of such notice, the Second Party shall give written notice to the First Party specifying the name and address of the person designated to act as arbitrator on its behalf. If the Second Party fails to notify the First Party of the appointment of its arbitrator, as aforesaid, within or by the time above specified, then the appointment of the second arbitrator shall be made in the same manner as is hereinafter provided for the appointment of a

third arbitrator in a case where the two arbitrators are appointed hereunder and the parties are unable to agree upon such third appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed, and if, within thirty (30) days after the second arbitrator is appointed, the said two arbitrators shall not agree upon the question in dispute; they shall themselves appoint a third arbitrator who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the presiding Judge of the U. S. District Court for the Federal District in which the Premises are located. In the event of the failure, refusal, or inability of any arbitrator to act, a new arbitrator shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such arbitrator so failing, refusing or unable to act. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of one of the two original arbitrators appointed by such party, or in whose stead

as above provided, such arbitrator was appointed, and the fees and expenses of the third arbitrator and all other expenses, if any, shall be borne equally by both parties.

19. HOLDING OVER. Except as provided in Paragraph 4, if LESSEE remains in possession of the Premises after the expiration of this Lease, and without the execution of a new Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy; provided LESSEE shall pay rent during such holdover period at the rate of one and one-half (1.5) times the minimum monthly rent for the period immediately preceding the holdover and further provided that such holdover may be terminated upon thirty (30) days written notice regardless of the requirements of any applicable law.

20. SHOWING BY LESSOR. LESSOR may, at any time within nine (9) months before the expiration of this Lease, enter the Premises at all reasonable hours for the purpose of offering the Premises for rent, subject to LESSEE'S rights, as set out in Paragraph 5.

21. RELATIONSHIP. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relation of principal and agent or of partnership or of joint venture between the parties hereto. It is understood and agreed that neither method of computation of rent, nor any other provision contained herein, nor any acts of

the parties hereto, creates a relationship other than the relationship of LESSOR and LESSEE.

22. PARKING AREA. LESSOR agrees that at no time during the term of this Lease, will the customer parking area, entrances and exits and service area adjoining the Premises be reduced in size or configuration from that shown on the plot plan attached as Exhibit "B", unless such reduction is made necessary by the exercise of eminent domain by proper and duly constituted authority or authorities, or is done at LESSEE'S request, or results from the exercise of any right granted LESSEE herein. Any violation of this provision shall entitle the LESSEE either to treat such violation as a default with an option to cancel the Lease or to require a proportionate reduction of rent, at LESSEE'S sole option.

23. UTILITIES. LESSEE agrees to pay for all utilities including but not limited to all electric current, water, gas, and other fuel bills, as determined by separate meters for the PREMISES. LESSOR, at its sole expense, will provide any and all utility meters, utility hookup or connection fees or charges for all utilities to the Premises, but LESSOR shall not be obligated to make any deposit necessary for permanent utility services to the Premises.

24. LESSEE DEFAULT. LESSEE further covenants with the LESSOR that (a) if the LESSEE defaults by not paying the RENT or any part thereof when it becomes due, and any such default shall continue for ten (10) days after written notice specifying such default has been received by LESSEE, or (b) if

the LESSEE defaults by neglecting any covenant, agreement or stipulation herein contained on LESSEE'S part to be kept, performed or observed, and any such default shall continue for thirty (30) days after written notice specifying such default has been received by LESSEE, and LESSEE does not cure such default within said thirty (30) days, or if such default is of such a nature that it cannot reasonably be cured within said thirty (30) day period and LESSEE has not proceeded with reasonable diligence and good faith to complete the curing thereof, then, in addition to the other remedies or courses of action now or hereafter provided by law, lessor may, at its option, (1) terminate, forfeit, cancel and annul this Lease, in which case neither LESSOR nor LESSEE shall have any further rights or obligations under this Lease as of the date of termination, forfeiture, cancellation and annulment except with respect to those amounts that LESSEE was obligated to pay to LESSOR prior to the date of termination, forfeiture, cancellation and annulment; or (2) terminate LESSEE'S possessory rights, without terminating this Lease, in which case LESSOR shall have the rights hereinafter set forth. LESSOR shall give written notice to LESSEE of LESSOR'S election.

If LESSOR elects to terminate LESSEE'S possessory rights, without terminating this Lease, LESSOR shall have the right, after appropriate judicial hearing and process or with LESSEE'S consent in lieu thereof, to enter and take possession of the Premises immediately and may remove all persons, furniture,

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fixtures and equipment from the Premises, at LESSEE'S sole expense, in order to recover at once, full and exclusive possession of the Premises, and such entry shall not operate as a waiver or satisfaction, in full or in part, of any claim or demand arising out of or connected with, any breach, default or violation by the LESSEE of any covenant or agreement on its part to be performed; provided that notwithstanding any of the foregoing, LESSOR shall not have the right to repossess the Premises in the event of a bonafide dispute as to the LESSEE'S liability, if any, to make repairs, except after such liability has been finally judicially determined, or so long as LESSEE continues to pay minimum rent as herein above provided in Paragraph 6.

Should LESSOR elect to terminate LESSEE'S possessory rights, without terminating this Lease, as herein above provided, LESSOR may relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR may deem advisable, and LESSOR shall have the right to make reasonable and necessary alterations and repairs to the Premises, and such reletting shall not work a forfeiture of the rent to be paid by LESSEE; provided, that rentals received by LESSOR from any such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR; second, to the payment of rent then due and unpaid hereunder; third, to the payment of any cost of such reletting; fourth, to the payment of any reasonable and necessary

alterations and repairs to the Premises and the residue, if any, shall be held by LESSOR and applied in payment of future rent or expenses of reletting as the same may become due and payable hereunder, and if no future rent or expenses becomes due and payable hereunder, such residue shall be retained by LESSOR. Should such rentals received from such reletting by LESSOR during any month be less than the minimum rental agreed to be paid hereunder during that month by LESSEE, then LESSEE shall upon receipt from LESSOR specifying the amount, pay the difference to LESSOR. Such difference shall be calculated and paid monthly.

No such termination of LESSEE'S possessory rights, without terminating the lease, shall be construed as an election on the part of LESSOR to terminate this Lease unless a written notice of such intention be given to LESSEE or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LESSOR may at any time thereafter elect to terminate this Lease for such previous default, unless LESSOR has allowed LESSEE or LESSEE'S sublessee to reenter and relet the Premises.

25. LESSOR DEFAULT. The LESSOR further covenants with the LESSEE that if LESSOR shall violate or neglect any covenant, agreement, or stipulation herein contained on its part to be kept, performed or observed, including but not limited to the obligation to complete construction in accordance with Paragraph 3 hereof, and any such default shall continue for thirty (30) days after written notice thereof is

given by LESSEE to LESSOR, and LESSOR does not cure such default within said thirty (30) days, or if such default is of such a nature that it cannot reasonably be cured within said thirty (30) day period and LESSOR has not proceeded with reasonable diligence and good faith to complete the curing thereof, then, and in addition to the other remedies or courses of action now or hereafter provided by law, LESSEE may remedy the condition or need referred to in such notice, or make the payment which LESSOR has not made, but should have made, or remedy the condition or need referred to in such notice and deduct LESSEE'S actual cost or the amount of the payment, thereof from subsequent installments of rent, which actual cost is hereby agreed by the parties in advance to be reasonable and proper costs and deductions. In the event that LESSEE cannot recoup its expenditure as a result of LESSOR'S default by deductions from the next twelve (12) installments of rent, LESSEE may cancel and annul this Lease upon thirty (30) days written notice. In the event of any dispute between the parties as to the right of LESSEE to such deduction, LESSOR further covenants and agrees that it will not give LESSEE any notice of default unless LESSEE shall fail to pay to LESSOR the amount of any such deduction within ten (10) days after receipt of notice by LESSEE of a final and unappealable judgment with respect thereto in favor of LESSOR.

26. LEASE APPLIES ONLY TO BUSINESS ON PREMISES It is understood that LESSEE is presently involved in numerous other activities at other locations. In this respect, it is not

intended that the provisions of this Lease shall apply to the business activities of LESSEE or of any assignee or Sublessee of LESSEE at other locations, but shall apply only to the business conducted on the Premises, whether conducted thereon by LESSEE or by an assignee or Sublessee of LESSEE, it being fully understood that the foregoing provisions are not intended to modify in any manner the responsibilities or obligations of LESSEE pursuant to Paragraph 34 of this Lease.

27. INSURANCE MAY BE PROVIDED BY SUBLESSEE OR ASSIGNEE.

It is further understood that LESSEE at all times shall maintain insurance coverage it is required to carry hereunder for the benefit of LESSOR with a provision in such insurance that there will be no cancellation without at least thirty (30) days' written notice to LESSOR. Provided, however, that LESSEE may satisfy this insurance requirement through the maintenance of such insurance coverage for the benefit of LESSOR, as required in Paragraph 9 above by LESSEE or by an assignee or Sublessee of LESSEE.

28. EXCLUSIVE. LESSOR covenants that it will not permit any person other than the LESSEE to operate a retail food store of any nature on the real estate of which the Premises are a part or on any adjoining Premises now or subsequently owned by LESSOR (or subsequent assignee or transferee of LESSOR) without first obtaining the LESSEE'S prior written consent.

29. ALTERATIONS OR ADDITIONS The LESSEE shall have the right to make alterations or additions to those portions of the Premises which it is obligated to repair and maintain pursuant

to the terms hereof, provided such alterations or additions are at its sole cost and expense, and that such alterations or additions shall be of good workmanship and material at least equal to that of the original construction and that such alterations or additions neither shall reduce the size and strength of the existing building upon the Premises, nor adversely affect the market value of the Premises; provided, however, that no such alterations or additions to the Premises which shall cost more than Fifty Thousand Dollars (\$50,000 00) shall be made by the LESSEE without the written consent of the LESSOR which consent shall not be unreasonably withheld. The LESSEE shall not be required to remove any such alterations or additions or to restore the building to its original condition at the termination of this Lease.

30. SPECIAL SALES PROMOTION. Notwithstanding any provisions in this Lease to the contrary, it is agreed that LESSEE may, subject to any applicable governmental or private restrictions, rules, or regulations of record disclosed to LESSEE prior to the execution hereof, place special sales promotion signs on the parking area light poles from time to time and may string pennants and streamers around the parking area. These signs and decorations, however, shall be of a strictly temporary nature.

31. ADDITIONAL LEASE SPACE. The LESSEE may request additional rental space in excess of that included in this Lease. It is agreed that LESSEE may, at any time within the first six (6) years of the term of this Lease, request LESSOR

to construct additional rental space to be leased to LESSEE under the same terms, conditions, except rent and monetary charge. LESSOR's obligations hereunder shall be fully contingent upon mutual agreement between the parties as to cost of said improvements, rental rates, and other material considerations. LESSOR further agrees that, in the event rental space in an adjoining building, if any, becomes available for occupancy during the term of this Lease or any extension hereof, LESSEE shall have the first right and option to occupy such space on the same terms, conditions, with rentals to be adjusted as agreed to by and between the parties hereto. Notwithstanding anything to the contrary in this Paragraph, LESSOR's obligations to provide additional rental space shall be limited to the use of LESSOR's best efforts to provide such. LESSOR makes no warranties or representations regarding the ability to provide such and the failure or inability to provide such shall in no event be deemed a default by LESSOR under the terms hereof.

32. OCCUPANCY. LESSOR agrees, on the real estate of which the Premises are a part, that the LESSOR now controls or on contiguous or adjacent real estate the LESSOR may at some later date control, that there will not be located on such real estate, a theater, bowling alley, restaurant or skating rink within three hundred (300) feet of the Premises, and further no offices, training or educational facilities within two hundred (200) feet of the Premises, without the LESSEE'S prior written consent.

33.1 RIGHT TO CLOSE STORE. LESSOR agrees that nothing in this Lease shall be construed as compelling LESSEE to operate any particular type of business or to keep the store in or upon the Premises open for business. LESSEE shall have the privilege of closing said store at any time, provided LESSEE shall continue to pay the minimum monthly rental and all other obligations hereunder as set forth in this Lease.

33.2 OPERATIONS. In the event, however, that LESSEE discontinues its operations in the Premises for three hundred and sixty-five (365) consecutive days (repairs, alterations, strikes, labor disputes, and force majeure excepted) LESSOR shall have the right, but not the obligation, upon written notice to LESSEE to terminate this Lease without further accrued liability between the parties, provided that if within forty-five (45) days after LESSEE receives a notice of termination from LESSOR, LESSEE or its subtenants or assignee notifies LESSOR of its intention to reopen for business in the Premises and opens or causes to be open the Premises for business within thirty (30) days after the forty-five (45) day period, such notice of termination shall be void and of no effect; and provided further that LESSEE's opportunity to reopen is limited to no more than once every two (2) years during the Term hereof.

34. SUBLET OR ASSIGN The LESSEE shall have the right, during the term of this Lease, to sublet all or a portion of the Premises, or to assign this Lease, either in whole or in part, but no such subletting or assignment shall release the

LESSEE or GUARANTOR from any of the obligations under the terms of this Lease, and the LESSOR shall, at all times, have the right to look to the LESSEE or GUARANTOR for the performance of all of the covenants to be performed on the part of the LESSEE.

35. LESSOR'S WAIVER. LESSOR agrees that none of the Premises, including food, supplies, merchandise, inventory, furniture, fixtures, machinery, equipment, cash or any proceeds therefrom that are placed upon or permitted to be upon the Premises by LESSEE, or any of LESSEE'S subtenants, assigns or successors, during the term of this Lease or any renewal thereof, shall be subject to or liable to levy or distress or any legal process whatsoever for the collection of rent for the Premises. In the event there is a mortgage on the Premises, the LESSOR shall obtain the same waiver from the mortgagee.

36. NOTICES AND DELIVERY OF ITEMS SENT BY MAIL. Any notice required or desired to be given to either party shall be in writing and be sent by facsimile and/or overnight commercial service such as Federal Express or Airborne. Any such notice to the LESSOR shall be addressed to it at 1765 Merriman Road, Akron, Ohio 44313 (facsimile (216) 864-8094), with a copy of Andrew R. Duff, Esq., Amer Cunningham Brennan Co., L.P.A., Sixth Floor Society Building, 159 South Main Street, Akron, Ohio 44308-1322 (facsimile (216) 762-9918). Any such notice to the LESSEE shall be addressed to it at Fleming Foods of Ohio, Inc., P. O. Box 207, Massillon, OH 44648 (facsimile (216) 879-3367) and to Fleming Companies, Inc., Store Development Department, P. O. Box 26647, Oklahoma City, Oklahoma 73126

(facsimile (405) 841-8035). The address of either party may be changed by written notice thereof to the other party.

As to any notices sent by facsimile or overnight service, delivery and receipt shall be deemed to have occurred one (1) business day following the depositing of such notice with the overnight service prior to its deadline for next day service or one (1) day following the sending of facsimile transmission as herein required.

37. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof, are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

38. ADVANCE POSSESSION. LESSEE shall have the privilege rent free of entering the Premises for the purpose of installing its store and trade fixtures, storing its first items of equipment and otherwise preparing the Premises for LESSEE'S occupancy prior to the rent commencement date; provided such entry does not in any manner impair the progress of work by LESSOR or its agents or contractors, and further provided that LESSEE provides LESSOR with evidence of all public liability insurance as required hereunder.

39. SUBORDINATION. LESSEE agrees that this Lease shall be subordinate to any mortgages that are currently placed or may hereafter be placed upon the Premises and to all renewals and extensions thereof (assuming said renewal and extension does not modify LESSEE's rights and the balance of this

Paragraph) and agrees to execute an Estoppel Certificate and Agreement of Subordination, Non-Disturbance and Attornment substantially in the form attached hereto as Exhibit "E"; provided that (a) the mortgagee named in such mortgages shall agree to recognize this Lease in the event of foreclosure if the LESSEE is not then in default, (b) in the event the Premises are damaged or destroyed at a time when neither LESSOR nor LESSEE are in default under the terms of this Lease, and LESSOR is not in default under the terms of any such mortgages, any insurance proceeds that are available under the insurance policy(s) hereinabove required to be maintained under Paragraph 16 are first applied to repair, replace or rebuild the Premises so damaged or destroyed, if LESSOR and/or LESSEE under the terms of Paragraph 17 and Paragraph 18 above, either are required to elect to repair, replace or rebuild the Premises and (c) any proceeds from condemnation awarded to LESSEE and/or its Sublessee under Paragraph 17 and Paragraph 18 above shall be the sole property of LESSEE and/or its Sublessee.

40. BINDING EFFECT. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

41. MERGER. This agreement contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties.

42. TIME Time is of the essence in the performance of all obligations of LESSOR and LESSEE hereunder for which a time of performance is specified.

43. CHOICE OF LAWS This agreement shall be construed under and in accordance with the laws of the State of Pennsylvania, and all obligations of the parties created hereunder are performable in Westmoreland County, Pennsylvania.

44. MECHANIC'S AND MATERIALMAN'S LIENS. If any mechanic's, materialman's, or other similar lien shall at any time be filed against the Premises or any part thereof on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, for or at the direction of LESSEE or anyone holding or occupying the Premises through or under LESSEE, LESSEE shall, without cost or expense to LESSOR, forthwith either cause the same to be (i) discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, or (ii) contested, in which event any judgment or other process issued in such contest shall be paid or discharged before execution thereof.

If any mechanic's, materialman's or other similar lien shall at any time be filed against the Premises or any part thereof on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, for or at the direction of LESSOR, or by any of LESSOR'S contractors or subcontractors, LESSOR shall, without cost or expense to LESSEE, forthwith either cause the same to be (i) discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, or (ii) contested, in which event any judgment or other process issued in such contest shall be paid or discharged before execution thereof.

45. FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, casualties, strikes, lockouts, labor troubles, inability to produce materials, restrictive governmental laws or regulations, or other cause without fault and beyond the reasonable control of the party obligated (financial inability excepted), then upon written notice to the other party, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, LESSEE or LESSOR shall exercise its best efforts to remedy any such cause of delay or cause preventing performance, and nothing in this paragraph shall excuse LESSEE from the prompt payment of any rental or other charges required of LESSEE except as may be expressly provided elsewhere in this Lease, and except where the commencement date of this Lease is delayed, in which latter case, rent shall not be payable hereunder until the date of such delayed commencement date. Notwithstanding the foregoing, LESSOR and LESSEE agree that irrespective of force majeure, the completion date of construction for occupancy as last set forth under Paragraph 3 hereof shall not be extended beyond said date unless agreed to in writing between the parties hereto.

46. RESPONSIBILITY FOR HAZARDOUS MATERIAL AND UNDERGROUND STORAGE TANKS.

46.1 Definitions As used in this paragraph, the following terms shall have the following meanings:

46.1.1 "Hazardous Material" means any substance, material or waste which is reasonably considered by LESSEE to be posing an actual or potential threat to the health or safety of persons entering the Premises or which is or at any time hereafter becomes regulated as "hazardous", "toxic" or under any other similar designation by any local, state or federal governmental authority. Such term includes, without limitation, (i) asbestos, (ii) any material, substance or waste defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and recovery Act (42 U. S. C. Section 6901, et seq.), (iii) any material, substance or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S. C. Section 9601, et seq.) or (iv) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. Section 6991, et seq.).

46.1.2 "Improvements" means the buildings and other improvements located on the Premises.

46.1.3 "Indemnified Person" means the LESSEE, any sublessee holding an interest in the Leased Premises or any portion thereof, and any director, officer, employee or agent of LESSEE or of any such sublessee.

46.2 Representations and Warranties. LESSOR represents and warrants to LESSEE that to the best of its knowledge and belief (i) any handling, transportation, storage, treatment or usage of Hazardous Material that has occurred on the Premises has been in

compliance with all applicable federal, state and local laws, regulations and ordinances, (ii) no leak, spill, release, discharge, emission or disposal of any Hazardous Material has occurred on the Premises, (iii) the Premises is free of any Hazardous Material and will be free of any Hazardous Material as of the date the term of this Lease commences, and (iv) there are no underground storage tanks located on the Premises.

46.3 Indemnifications.

46.3.1 Indemnification by LESSOR. LESSOR hereby agrees to indemnify, defend and hold each Indemnified Person harmless from any and all loss, cost, damage and expense that arises during or after the term of this Lease as a result of (i) the presence or suspected presence at any time of any Hazardous Material in or on the Premises, regardless (except as set forth below) of the source of such Hazardous Material, (ii) the presence at any time of any underground storage tank on the Premises, or (iii) the inaccuracy of any of the representations and warranties set forth in the preceding paragraph. The costs covered by the LESSOR'S indemnification include, without limitations, costs incurred in the investigation of site conditions, fees of attorneys, engineers and other consultants, costs and expenses incurred by LESSEE in exercising any of its rights under Paragraph 46.5 hereof and any damages suffered as a result of any termination of this Lease in accordance with Paragraph 46.5 hereof. Excluded from the LESSOR'S indemnification shall be any loss, cost, damage or expense resulting from the presence of any Hazardous Material introduced on to the Premises by any Indemnified Person.

46.3.2 Indemnification by LESSEE . LESSEE hereby agrees to indemnify, defend and hold LESSOR harmless from any and all loss, cost, damage and expense that arises during or after the term of this Lease as a result of the introduction of any Hazardous Material in or on the Premises by any Indemnified Person. The costs covered by LESSEE'S indemnification include, without limitation, costs incurred in the investigation of site conditions and fees of attorney's, engineers and other consultants.

46.4 Notices. LESSOR and LESSEE agree to promptly notify the other in the event such party becomes aware of the presence of any Hazardous Material or any underground storage tank on the Premises.

46.5 Remedial Action.

46.5.1 Development of Remedial Plan. If, at any time during the term of this Lease, LESSEE becomes aware of the presence or suspected presence of any Hazardous Material in or on the Premises and determines that the presence of such Hazardous Material presents an actual or potential threat to the health or safety of any Indemnified Person or becomes aware of any pendency or threatened action by any federal, state or local governmental authority with respect thereto, LESSEE may so notify LESSOR and request that LESSOR institute remedial action. LESSOR and LESSEE shall confer on what remedial action may be appropriate and within 30 days of LESSOR'S receipt of such notice, LESSOR shall deliver to LESSEE a written plan describing in detail the remedial action which is necessary to eliminate any actual or

potential threat to the health or safety of any Indemnified Person. If, at any time during the term of this Lease, LESSEE becomes aware of any underground storage tank located on the Premises, LESSEE may so notify LESSOR and request that LESSOR institute remedial action. LESSEE and LESSOR shall confer on what remedial action may be appropriate, and within 30 days of LESSOR'S receipt of such notice, LESSOR shall deliver to LESSEE a written plan describing in detail the remedial action which is necessary to (1) remove any risk of any present or future leakage of substances from the tank into the Premises, and (11) eliminate the possibility that the presence of such tank may, at any time during the term of this Lease, pose a threat to the health or safety of any Indemnified Person or may, at any time during the term of this Lease, require such maintenance, repair or other work so as to interfere with the conduct of business on the Premises. Any plan developed pursuant to this paragraph shall, without limitation of the foregoing, cause the Premises to comply with all applicable federal, state and local laws, ordinances and regulations and shall be sufficient to abate any pending or threatened action with respect to the Premises by any federal, state or local governmental authority.

46.5.2 Termination. If (1) any plan required by the preceding paragraph is not delivered to LESSEE within the time prescribed, (11) any such plan is not acceptable to LESSEE in all respects or (111) LESSEE determines that the actual or suspected presence of Hazardous Material or any underground storage tank has had a materially adverse effect on the business conducted

from the Premises or that the implementation of such plan may have such an effect, LESSEE may, by notice to LESSOR within 30 days of LESSEE'S receipt of such plan (or, if LESSOR fails to provide such plan, within 30 days of the expiration of the time for LESSOR to provide such plan) terminate this Lease, such termination to be effective as of the date to be specified in such notice.

46.5.3 Implementation of Plan. If LESSOR delivers the plan required hereunder within the specified time and LESSEE does not terminate this Lease as provided herein, then, within 30 days of LESSEE'S notice to LESSOR that the plan is acceptable (or LESSEE'S failure to terminate this Lease prior to the expiration of the time of LESSEE to do so), LESSOR will, commence action necessary to implement the plan and diligently pursue such action to completion. Any work required by this paragraph will be performed strictly in accordance with the plan and in accordance with all applicable laws, ordinances and regulations governing such work.

46.5.4 Performance by Lessee. If LESSOR fails to deliver a plan for remedial action within the time prescribed above and LESSEE does not terminate this Lease, or if LESSOR fails to undertake such work as is required by this paragraph and diligently pursue such work to completion, LESSEE may take such remedial action as it deems necessary and, unless such action results from an event as to which LESSEE has indemnified LESSOR under Paragraph 46.3.2 hereof, LESSOR shall promptly reimburse LESSEE for all costs incurred in such action

46.5.5 Maintenance. Throughout the term of this Lease, LESSOR shall maintain in good condition and repair any improvements to the Premises made under this paragraph and shall continually cause the Premises and such improvements to remain in compliance with all applicable federal, state and local laws and regulations. If at any time LESSOR fails to perform such maintenance, LESSEE may perform the same, in which event LESSEE shall be promptly reimbursed by LESSOR for all costs incurred in such work, unless such work relates to an event as to which LESSEE has indemnified LESSOR under Paragraph 46.3.2 hereof.

46.5.6 Costs. LESSOR shall pay all costs and expenses incurred under this paragraph other than costs and expenses resulting from an event as to which LESSEE has indemnified LESSOR under paragraph 46.3.2 hereof, which costs and expense shall be paid by LESSEE.

46.6 Remedies.

46.6.1 Termination. Notwithstanding any other provision herein, in the event of any breach of LESSOR'S representations and warranties set forth above or in the event LESSOR fails to undertake remedial or maintenance work required of it hereunder and diligently pursue such work to completion, LESSEE may, by notice to LESSOR, terminate this Lease as of the date to be specified in such notice.

46.6.2 Offset. LESSEE shall be entitled to offset against rent payable hereunder any loss, cost, damage or expense covered by the LESSOR'S indemnification set forth in Paragraph 46.3.1 hereof.

46.6.3 Nonexclusive Remedies. Neither LESSOR nor LESSEE shall be under any obligation to exercise any remedy which may be provided hereunder and no failure to exercise any such remedy shall prejudice any other remedy available hereunder or under law. The remedies provided herein shall not be considered exclusive or preclude any claim for damages or any other remedy which may be available under this Lease or under law.

46.7 Environmental Studies and Reports. LESSOR represents to LESSEE that it has heretofore provided to LESSEE full, accurate and complete copies of any and all reports, studies, and other information in its possession relating to the issue of the presence or suspected presence of any Hazardous Material on the Premises and agrees that it will, promptly following its receipt thereof, furnish to LESSEE full, accurate and complete copies of any such reports, studies and other information hereafter obtained by LESSOR. Without limitation of the foregoing, LESSOR represents and warrants to LESSEE that it has received and reviewed LESSEE'S environmental site assessment guidelines and that it has provided LESSEE with an environmental report complying with such guidelines. LESSEE hereby acknowledges its receipt and acceptance of such report.

47. TRANSFER OF LESSOR'S INTEREST. The LESSOR shall be liable under this Lease only while Owner of the Premises, and if LESSOR should sell or otherwise transfer LESSOR'S interest in the Premises upon an undertaking by the purchaser, or transferee, to be responsible for all of the covenants and undertakings of LESSOR, LESSEE agrees that LESSOR shall thereafter have no

liability to LESSEE under this Lease or any Modification or Amendment thereof, or extensions or renewals thereof, except for such liabilities which might have accrued prior to the date of such sale or transfer of LESSOR's interest. Notwithstanding the foregoing, a sale or transfer of LESSOR'S interest in the Premises prior to the commencement date and any subsequent correction of LESSOR'S construction obligations (including punchlist items) shall not release LESSOR of liability hereunder until the commencement date and until completion of LESSOR'S construction obligations (including punchlist items).

48. EXCULPATION LESSEE further agrees that in the event of any default or breach by LESSOR of any of the terms, conditions, covenants, or provisions of this Lease to be performed by LESSOR, LESSEE shall, after the commencement date, together with the LESSOR's completion of construction (including receipt of a certificate of occupancy), and LESSOR's correction of any "punchlist" items, look solely to the equity of LESSOR in the Premises and adjoining property owned by LESSOR, if any, for the satisfaction of any judgment or other judicial order requiring the payment of money by LESSOR for such default or breach, and no other assets of LESSOR shall be subject to levy, execution or other judicial process for the satisfaction of such judgment or other judicial order. The foregoing shall not effect in any manner whatsoever LESSEE's rights to self-help provided hereunder or LESSEE's right to offset against or deduct from any rent any costs or expenses incurred by LESSEE caused by or arising out of any default or breach of any covenant or obligations to be performed by LESSOR hereunder.

49. MEMORANDUM OF LEASE. It is the intention of the parties hereto not to record this Lease. However, should recordation of this Lease be desired by either party hereto, or required by applicable law, each party, at the request of the other, shall execute a Short Form Lease, or Memorandum of Lease, stating the Lease term as well as other terms necessary for recording. In the event of the recordation of any such Short Form or Memorandum of Lease, LESSOR shall be solely responsible for the payment of all costs and expenses of such recordation including, but not limited to, any and all recordation fees, notary fees, and realty transfer taxes imposed by the state or local government, or any agency or authority, upon the transfer of or interest in real property, and LESSOR shall indemnify and hold LESSEE harmless therefrom.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date and year first above written.

LESSOR

F.F. GREENSBURG ASSOCIATES, AN
OHIO LIMITED PARTNERSHIP
By F Capital Corp, general Partner

By E. F. Vlosky
By Edward F Vlosky, Vice President

Edward B. Brunner
Witness
Edward B. Brunner
Witness

LESSEE

FLEMING FOODS OF OHIO,
INC.

By H. D. Marshall
Vice President

ATTEST:

James M. Stallen
Asst. Secretary
Kennel Lane
Witness
Dick. Hood
Witness

STATE OF Oh)
COUNTY OF Summit) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named, F.F. Greensburg Associates, an Ohio Limited Partnership, by J Capital Corp, its Gen. Partner, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of April, 1992.

Mary B. Rourke
Notary Public

Mary B. Rourke, Notary Public
Residence - Summit County
Statewide Jurisdiction
My Commission Expires Jan 10, 1996

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

BE IT REMEMBERED, that on the 14th day of September, 1992 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen G. Mansord, Vice President of FLEMING FOODS OF OHIO, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Ohio, and James M. Wallace, Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Donell Q. Q. Q.
Notary Public

(SEAL)

My commission expires. 9-8-94

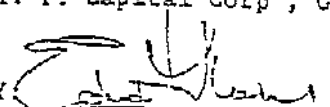
"EXHIBIT A"

All that certain piece of parcel of ground situate in Hempfield Township, Westmoreland County, Commonwealth of Pennsylvania, bounded and described as follows, to wit.

BEGINNING at a point on L.R. 120 at corner common with lands of now or formerly John E. McArdle, said point being on the center line of the aforesaid L.R. 120 more commonly known as Route 30, thence from said point of beginning, and in and along the center line of L.R. 120 S 82 degrees 08 minutes 44 seconds E a distance of 964.56 feet to a point where same intersects property of Rathgeb Enterprises being leased to Goodyear Service Center, thence leaving said Public Road known as L.R. 120 and along the property of Rathgeb enterprises S 3 degrees 37 minutes 09 seconds E a distance of 320.97 feet to a point in the center line of a private Roadway thence following along the center line, the following two courses and distances, N 81 degrees 12 minutes 20 seconds W a distance of 164.94 feet and S 83 degrees 08 minutes W a distance of 303.36 feet to a point on the North side of the Private Roadway, thence following the North side of the Public Road and along property of N.B. Development Co., also known as Greengate Garden Apartments Inc.; S 62 degrees 52 minutes 23 seconds W a distance of 343.58 feet to a point common to property of N.B. Development Co.; thence along properties of N.B. Development Co. N 86 degrees 09 minutes 38 seconds W a distance of 350.00 feet to a point where same intersects property of Helen A. Shumate; thence along property of Helen A. Shumate N 3 degrees 54 minutes E a distance of 77.40 feet to a point, thence continuing along properties of Helen A. Shumate and property of John E. McArdle et al. N 14 degrees 16 minutes 23 seconds E a distance of 183.01 feet to a point, thence continuing along property of John E. McArdle et al. N 15 degrees 13 minutes 20 seconds E a distance of 354.27 feet to a point in the center of L.R. 120 also known as Route 30, the place of beginning

CONTAINING an area of 10.439 acres as per survey of B.F. Engineers, Greensburg, Pa. dated March 1992

LESSOR F.F. Greensburg Associates,
an Ohio Limited Partnership,
BY: F. Capital Corp., Gen. Partner

BY: 
EDWARD F. VLOSKY, Vice President

GREENSBURG
LEASE

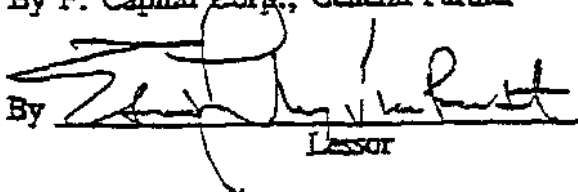
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EXHIBIT "D"

The undersigned F. F. Greensburg Associates, an Ohio Limited Partnership ("Lessor") and Fleming Foods of Ohio, Inc. ("Lessee") agree that the commencement date for the term of the Lease dated September 14, 1992 and last amended November 6, 1992 by and between the parties hereto shall be deemed to be November 2, 1993 ("Commencement Date"). The parties agree that each party has fully performed any obligations under the Lease which are a condition precedent to the commencement of the terms thereunder except such punch list items as may be attached hereto and incorporated herein.

F. F. Greensburg Associates,
an Ohio Limited Partnership
By F. Capital Corp., General Partner

By


Lessor

Fleming Foods of Ohio, Inc.

By


Lessee