

**National
Realty &
Development
Corp**

X/

VIA FEDEX

July 23, 2003

United States Bankruptcy Court
Attn Claims
824 Market Street
5th Floor
Wilmington, DE 19801

RE **Proof of Claim-Fleming Companies, Inc
03-10945 (MFW)
Lease No NJ-104CS
Landlord Robert C Baker et al**

Dear Sir/Madam

Enclosed please find for filing a Proof of Claim of National Realty & Development Corp (as agent for Robert C Baker, et al) with respect to damages arising Fleming Companies, Inc 's lease of premises at Route 30 and Route 544 in Somerdale, New Jersey, together with a copy of such Proof of Claim Please marked the enclosed copy of this Proof of Claim "Filed" and return the marked copy to me using the enclosed overnight packaging If you should have any questions concerning the enclosed, please call me at direct dial (914) 272-8011

Thank you

Sincerely,

**NATIONAL REALTY &
DEVELOPMENT CORP**

Richard A. Kaufman
Managing Director and
General Counsel

RAK/ams
encs

3 Manhattanville Road
Purchase, New York 10577 2117

0 VA 3M FLEMING LTR B Bankrupt y C rd
Tel. 914.694 4444
Fax 914 694 5448

ATTACHMENT TO PROOF OF CLAIM
OF NATIONAL REALTY & DEVELOPMENT CORP , AS AGENT FOR ROBERT C
BAKER, ET AL , CREDITOR

DEBTOR FLEMING COMPANIES, INC

Fleming Companies, Inc (“Debtor”) held the interest of tenant under that certain lease (herein referred as the “Lease”) dated as of November 21, 1986, as amended and assigned to date by and between Center 48 Limited Partnership (successor-in-interest to Robert C Baker, et al), as landlord (the “Landlord”), and Debtor, as tenant, for premises situated at Route 30 and Route 544 in Somerdale, New Jersey (the “Leased Premises”) A copy of the Lease is attached hereto as Exhibit A The Debtor filed its bankruptcy petition on April 1, 2003 and rejected the lease as of April 30, 2003

Creditor has an Unsecured Priority Claim in the amount of \$6,546,87 representing unpaid additional rent charges that are due from the Debtor for its use and occupancy of the Leased Premises for the period of April 1, 2003 through April 30, 2003 A schedule detailing these damages is attached hereto as Exhibit B-1

In addition, Creditor has an Unsecured Non-Priority Claim arising out of the rejection of the Lease by Debtor The Lease was rejected, effective as of April 30, 2003 At the time of the rejection, the stated expiration date of the term of the Lease was March 31, 2008 On account of such rejection, the Landlord has incurred damages in the amount of \$2,951,675 04, representing the unpaid obligations of the Debtor for minimum rent and additional rent from the date of Lease rejection through the original expiration date of the Lease, which was April 30, 2008 A schedule detailing these damages is attached hereto as Exhibit B-2 Landlord’s claim for damages, however, is subject to the limitation provided in Section 502(b)(6) of the Bankruptcy Code, which limits a landlord’s claim to the rent reserved under the Lease for (1) year following the date of bankruptcy filing, which totals \$571,004 69 (as detailed on Exhibit B-3) and is the amount for which Creditor makes this Unsecured Non-Priority Claim

EXHIBIT A

LEASE

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE

For good and valuable consideration received by MAYFAIR SUPER MARKETS, INC., a Delaware corporation, having an address at 681 Newark Avenue, Elizabeth, New Jersey 07208 (hereinafter called "Assignor"), from FLEMING COMPANIES, INC., a Oklahoma corporation, having an address at P.O. Box 935, Oaks, Pennsylvania 19456 (hereinafter called "Assignee"), Assignor has sold and does hereby assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's estate, right, title and interest, including all monies deposited with ROBERT C. BAKER, INDIVIDUALLY, ~~AS PARTNER OF~~ BAKER 1985 FAMILY PARTNERSHIP, ~~AND~~ ~~AS~~ ~~TRUSTEE~~ T/A/D MARCH 15, 1984, HARVEY B. OSHINS, GREGORY J. STEPIC, JOHN G. ORRICO AND MARC GOLDEN, AS TENANTS-IN-COMMON (hereinafter called "Landlord"), as security or for any other reason, in, to and under that certain Agreement of Lease, dated November 21, 1986, between Assignor and Landlord, as amended by a First Modification of Lease dated February 28, 1987 and a Second Modification of Lease dated May 24, 1990, and subject to a Mortgagee's Non-Disturbance Agreement and Lessee's Agreement to Attorn dated September 14, 1990, between Metropolitan Life Insurance Company, a New York corporation, and Assignee (collectively, the "Lease"), a true copy of which has been delivered to Assignee, whereby Landlord leased to Assignor certain real property situated in the Borough of Somerdale, County of Camden, State of

New Jersey, which property is more particularly described in the Lease.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, for the remainder of the term and at the rent set forth in said Lease, and subject to the covenants by Assignor and the conditions therein contained and henceforth to be performed and observed.

In consideration of the said assignment and for other good and valuable consideration received by Assignee from Assignor, Assignee hereby accepts said assignment subject to and upon the terms and conditions set forth in this instrument and said Lease, and Assignee hereby covenants with Assignor and Landlord and for the benefit of/^{Landlord and}any assignee or successor in interest of Landlord, that Assignee, its successors and assigns, does hereby assume the performance of and will henceforth perform or cause to be performed all of the obligations contained in said Lease which, by the terms thereof, are imposed upon Assignor, including, but without limitation, the payment of the rent therein reserved.

By their signatures below, in consideration of continued performance under the Lease and the mutual covenants contained therein, Landlord and Assignee hereby agree that the Lease is amended to add a new Section 11.04 to the Lease, which shall provide as follows:

Notwithstanding anything to the contrary contained in this Lease, so long as Fleming Companies, Inc. ("Fleming") remains the Tenant pursuant to this Lease, Fleming shall have the right to sublet the entire Demised Premises

typical food
for use as a supermarket, without the consent
of the Landlord, provided that (i) Fleming
must retain the right to terminate the sub-
lease, at its sole discretion, no later than
five (5) years after the date of the commence-
ment of such sublease, and (ii) such sublessee
shall, simultaneously with the execution of
such sublease, enter into Fleming's then-
standard supply agreement pursuant to which
such sublessee is required to purchase inven-
tory from Fleming so long as same is not pro-
hibited by law. Landlord shall be furnished
with a duplicate original of the sublease
within ten (10) days after its execution. No
such subletting ~~or assignment~~ shall release
Fleming from any of its obligations under the
terms of this Lease, and the Landlord shall,
at all times, have the right to look to
Fleming ^{as a primary obligor} for ^{and observance} the performance ^{of} all of the
covenants to be ^{payment, and observed} performed/on the part of the
Tenant, ~~including without limitation, the~~
~~obligation of the Tenant as a primary obligor.~~
Except as modified herein, the Lease shall continue in full
force and effect.

This Agreement shall be binding upon and inure to the benefit
of the parties hereto, their heirs, legal representatives, succes-
sors and permitted assigns.

INTENTIONAL END OF PAGE



IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 8th day of August, 1991.

ATTEST:

KK
Kevin Keenan, Secy

MAYFAIR SUPER MARKETS, INC.

By: [Signature]
Frank Curci, Sr. V.P.

ATTEST:

[Signature]
VP Secretary

FLEMING COMPANIES, INC.

By: [Signature]

The Landlord executes this agreement for the sole purpose of confirming the amendment of the Lease to add Section 11.04 thereto

WITNESS:

ROBERT C. BAKER, Individually, as TRUSTEE U/T/A/D MARCH 15, 1984, and as Managing General Partner of BAKER 1985 FAMILY PARTNERSHIP; HARVEY B. OSHINS; GREGORY J. STEPIC; JOHN G. ORRICO; and MARC GOLDEN, as Tenants-in-Common

[Signature]

By: [Signature]
ROBERT C. BAKER, Individually, as Trustee, as Managing General Partner and as Attorney-in-Fact

WITNESS:

[Signature]

By: [Signature]
HARVEY B. OSHINS, Individually and as Attorney-in-Fact

SIGNATURE PAGE TO ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE
MAYFAIR Super Markets, Inc. to Fleming Companies, Inc.

STATE OF New York :
: **ss.:**
COUNTY OF Westchester:

BE IT REMEMBERED, that on this 2nd day of August, 1991, before me, the subscriber, personally appeared ROBERT C. BAKER, individually, as Trustee U/T/A/D March 15, 1984, as Managing General Partner of Baker 1985 Family Partnership and as Attorney-in-Fact, and HARVEY B. OSHINS, individually and as Attorney-in-Fact, who I am satisfied are the persons named in and who signed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.



Notary Public
RICHARD A. KAUFMAN
Notary Public, State of New York
No. 4875196
Qualified in Westchester County
Commission Expires October 6, 1992
ss.:

STATE OF NEW JERSEY, COUNTY OF

I certify that on August 8, 1991, Kevin Keenan personally came before me and acknowledged under oath, to my satisfaction, that:

(a) he is the Assistant Secretary of MAYFAIR SUPER MARKETS, INC., the Assignor named in the foregoing Assignment and Assumption of Lease ("Assignment");

(b) he is the attesting witness to the signing of the Assignment by the proper corporate officer who is Frank Curci, the Senior Vice President of the Assignor;

(c) the Assignment was signed and delivered by the Assignor as its voluntary act duly authorized by a proper resolution of its Board of Directors; and

(d) he knows the proper seal of the Assignor which was affixed to the Assignment.



Susan Olin Goldsmith
Susan Olin Goldsmith
Attorney at Law, State of NJ

1
STATE OF ~~NEW JERSEY~~, COUNTY OF *Oklahoma* SS.:

I certify that on *August 15*, 1991, *James W. Clark* personally came before me and acknowledged under oath, to my satisfaction, that:

(a) he is the Secretary of FLEMING COMPANIES, INC., the Assignee named in the foregoing Assignment and Assumption of Lease ("Assignment");

(b) he is the attesting witness to the signing of the Assignment by the proper corporate officer who is *Stephen G. Mansfield* the *VICE* President of the Assignee;

(c) the Assignment was signed and delivered by the Assignee as its voluntary act duly authorized by a proper resolution of its Board of Directors; and

(d) he knows the proper seal of the Assignee which was affixed to the Assignment.

Reuel Lane
~~NOT~~ COMMISSION EXPIRES: 9-8-94

SECOND MODIFICATION OF LEASE

AGREEMENT made as of the 24th day of May, 1990 by and between ROBERT C. BAKER, ROBERT C. BAKER, TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 1984; BAKER 1985 FAMILY PARTNERSHIP; HARVEY B. OSHINS; GREGORY J. STEPIC; JOHN G. ORRICO and MARC GOLDEN, having their office c/o National Realty & Development Corp., 3 Manhattanville Road, Purchase, New York 10577 (hereinafter referred to as "Landlord") and MAYFAIR SUPER MARKETS, INC, a Delaware corporation having its principal office at 681 Newark Avenue, Elizabeth, New Jersey 07208 (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, on or about November 21, 1986 the parties hereto entered into an Agreement of Lease respecting certain premises in the BOROUGH OF SOMERDALE AND MAGNOLIA, COUNTY OF CAMDEN AND STATE OF NEW JERSEY (hereinafter referred to as the "Lease"); and

WHEREAS, said Lease was modified by First Modification of Lease dated February 28, 1987 (the lease as modified hereinafter referred to as the "Lease"); and

WHEREAS, it is desired to modify the Lease in certain respects as hereinafter provided.

NOW, THEREFORE, in consideration of ONE and NO/100 (\$1.00) DOLLAR and other good and valuable consideration, each to the other in hand duly paid, the receipt and sufficiency whereof is hereby acknowledged, it is mutually agreed as follows:

1. Tenant covenants and agrees that, provided that Landlord has delivered to the Escrow Agent (as defined below) the Escrow Fund (as defined below), Tenant shall permanently close any prescription pharmacy or prescription pharmacy department located in or upon the Demised Premises and permanently cease from selling or dispensing prescription drugs or prescription pharmaceuticals on or from the Demised Premises on or prior to that date (hereinafter referred to as the "Closure Date") which is fifteen (15) days following Tenants receipt of written notice from Landlord ("Landlord's Notice") which states in whole or in part that "You are hereby notified that pursuant to Second Modification of Lease you are obligated to close any prescription pharmacy department located in or upon the Demised Premises within fifteen (15) days following your receipt of this notice".

2. Tenant covenants and agrees that from and after the Closure Date and for the remainder of the term of the Lease, including any extension term thereof, Tenant shall not operate, lease, sublease, rent or permit the use, occupancy or operation

of any portion of the Demised Premises for a prescription pharmacy or prescription pharmacy department, nor shall Tenant permit the sale or dispensing of prescription drugs or prescription pharmaceuticals on or from the Demised Premises.

3. On or prior to the Closure Date, Tenant covenants and agrees that Tenant shall remove from the interior and exterior of the Demised Premises and from the Shopping Center all signs of any nature whatsoever indicating the presence or existence of a prescription pharmacy within or upon the Demised Premises.

~~4. Tenant covenants and agrees that on or prior to the date upon which a Rite Aid drug store shall first be opened in the Shopping Center, Tenant shall deliver to Rite Aid Corporation at P.O. Box 3165, Harrisburg, PA 17105, or such other reasonable location designated by Rite Aid Corporation, Tenant's prescription list, including without limitation all prescription records of Tenant relating to prescription drugs and prescription pharmaceuticals dispensed at any time from the Demised Premises to customers of Tenant.~~

5. Landlord agrees that the Landlord's Notice shall not be deemed effective until Landlord shall deliver to the law firm of Greenbaum, Rowe, Smith, Ravin, Davis & Bergstein, attention Hal Mandel, Esq., as escrow agent (hereinafter "Escrow Agent"), the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS (hereinafter the "Escrow Fund"), to be held by Escrow Agent in escrow pending the performance by Tenant of the conditions to be performed by Tenant as set forth in Paragraph 6 below. Escrow Agent shall place and hold the Escrow Fund in an interest bearing money market account in a commercial bank authorized to do business in the State of New Jersey. All interest earned on the Escrow Fund shall be earned for the account of Landlord and shall be paid over by Escrow Agent to Landlord. Escrow Agent is hereby released from any liability with respect to the Escrow Fund except in the case of the misfeasance, malfeasance, negligence or bad faith on the part of Escrow Agent with respect to the handling or distribution of the Escrow Fund.

6. On the Closure Date, on condition that (i) there shall not be a prescription pharmacy or prescription pharmacy department open or operating on or from the Demised Premises; (ii) there shall not be any prescription drugs or prescription pharmaceuticals sold or dispensed on or from the Demised Premises; and (iii) all signs indicating the existence of a prescription pharmacy shall have been removed from the interior and exterior of the Demised Premises; and ~~(iv) Tenant shall have turned over to Rite Aid Corporation Tenant's prescription list;~~ Escrow Agent shall, upon demand of Tenant, deliver to Tenant the Escrow Fund, which Escrow Fund is delivered to Tenant in full consideration of the covenants and obligations of Tenant set forth and confirmed herein.

7. In the event that on the Closure Date Tenant shall not have performed and satisfied all of the conditions to be performed by Tenant as set forth in Paragraph 6 above, the Escrow Agent shall upon demand of Landlord deliver the Escrow Fund to Landlord.

8. Tenant understands and acknowledges that Landlord has and will rely upon the covenants and obligations of Tenant set forth herein to enter into lease(s) permitting the operation of a drug store and/or pharmacy in or upon the Shopping Center and that Landlord has in fact entered into a lease with Rite Aid in reliance upon the covenants and agreements of Tenant confirmed herein and that a breach by Tenant of its obligations, covenants and agreements set forth or confirmed herein would result in immediate, substantial and irreparable damages to Landlord. Upon any breach by Tenant of its obligations and covenants set forth and/or confirmed herein, Landlord may seek or obtain damages and/or any other remedies which may be available to Landlord at law or in equity.

9. Except as otherwise set forth herein, capitalized terms used herein shall have the meaning ascribed to them in the Lease.

10. Except as expressly modified herein, all of the

A handwritten mark or signature, possibly a stylized '8' or a similar symbol, located in the lower right quadrant of the page.

provisions of the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have heretofore set their hands and seals the day and year first above written.

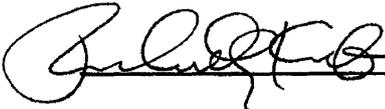
WITNESS:

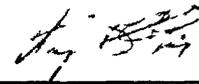
ROBERT C. BAKER, Individually, as TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 1984, and as Managing General Partner of BAKER 1985 FAMILY PARTNERSHIP; HARVEY B. OSHINS; GREGORY J. STEPIC; JOHN G. ORRICO and MARC GOLDEN, as Tenants-in-Common



By: 

ROBERT C. BAKER, Individually, as Trustee, as Managing General Partner and as Attorney-in-Fact



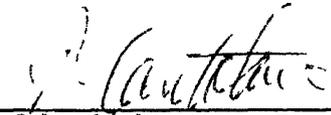
By: 

HARVEY B. OSHINS, Individually and as Attorney-in-Fact

ATTEST:

MAYFAIR SUPER MARKETS, INC.


Asst Secretary _____

By: 

President

STATE OF NEW YORK)

S.S.:

COUNTY OF WESTCHESTER)

BE IT REMEMBERED, that on this 29th day of May, 1990, before me, the subscriber personally appeared ROBERT C. BAKER, individually, as Trustee under Trust Agreement dated March 15, 1984, as Managing General Partner of Baker 1985 Family Partnership and as Attorney-in-Fact and HARVEY B. OSHINS, individually and as Attorney-in-Fact, who I am satisfied are the persons named in and who signed the within instrument, and, thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.


NOTARY PUBLIC

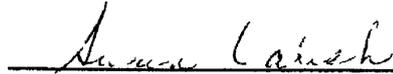
RICHARD A KAUFMAN
Notary Public State of New York
No 4875196
Qualified in Westchester County
Commission Expires October 6, 1990

STATE OF NEW JERSEY)

S.S.:

COUNTY OF ~~UNION~~ ^{Westchester})

BE IT REMEMBERED, that on this 29th day of May, 1990, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Richard Kaufman, Vice President of MAYFAIR SUPER MARKETS, INC., who, I am satisfied, is the person who signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of the authority of its board of directors.


NOTARY PUBLIC

SUSAN CALISH
A Notary Public of New Jersey
My Commission Expires Aug 10, 1991

FIRST MODIFICATION OF LEASE

AGREEMENT made as of the 28 day of February, 1987 by and between ROBERT C BAKER, Individually and as Trustee under Trust Agreement dated March 15, 1984, BAKER 1985 FAMILY PARTNERSHIP, HARVEY B OSHINS, GREGORY J STEPIC, JOHN G ORRICO and MARC GOLDEN, having their office c/o National Realty & Development Corp, 80 Field Point Road, Greenwich, Connecticut 06830 (hereinafter referred to as "Landlord") and MAYFAIR SUPER MARKETS, INC, a Delaware corporation having its principal office at 681 Newark Avenue, Elizabeth, New Jersey 07208 (hereinafter referred to as "Tenant")

WITNESSETH

WHEREAS, on or about November 21, 1986 the parties hereto entered into an Agreement of Lease respecting certain premises in the BOROUGH OF SOMERDALE AND MAGNOLIA, COUNTY OF CAMDEN AND STATE OF NEW JERSEY (hereinafter referred to as the "Lease"), and

WHEREAS, it is desired to modify the Lease in certain respects as hereinafter provided

NOW, THEREFORE, in consideration of ONE and NO/100 (\$1 00) DOLLAR and other good and valuable consideration, each to the other in hand duly paid, the receipt and sufficiency whereof is hereby acknowledged, it is mutually agreed as follows

- (1) The Plot Plan annexed to the Lease as Exhibit B is hereby deleted therefrom and the Plot Plan dated February 10, 1987 annexed hereto as Exhibit B is hereby substituted in lieu thereof
- (2) Except as expressly modified herein, all of the provisions of the Lease shall continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have heretofore set their hands and seals the day and year first above written

WITNESS

ROBERT C BAKER, Individually (U/T/A 3/15/84) and as Managing Partner of BAKER 1985 FAMILY PARTNERSHIP, HARVEY B OSHINS, GREGORY J STEPIC, JOHN G ORRICO and MARC GOLDEN, as Tenants-in-Common

Christina M. Sencino

By [Signature]
Robert C Baker

Carol Higgins

By [Signature]
Harvey B Oshins

WITNESS

MAYFAIR SUPER MARKETS, INC

[Signature]
Assistant Secretary

By [Signature]
Michael Shapiro
Executive Vice President

FC

STATE OF CONNECTICUT)
) SS
COUNTY OF FAIRFIELD)

BE IT REMEMBERED, that on this 6th day of ^{March}~~February~~, 1987, before me, the subscriber personally appeared Robert C Baker, Individually (U/T/A 3/15/84) and as Managing Partner of Baker 1985 Family Partnership and Harvey B Oshins, who I am satisfied are the persons named in and who signed the within instrument, and, thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed

Christine M. Ioviengo
Notary Public

CHRISTINE M IOVIENGO
Notary Public State of Connecticut
My Commission Expires March 31 1989

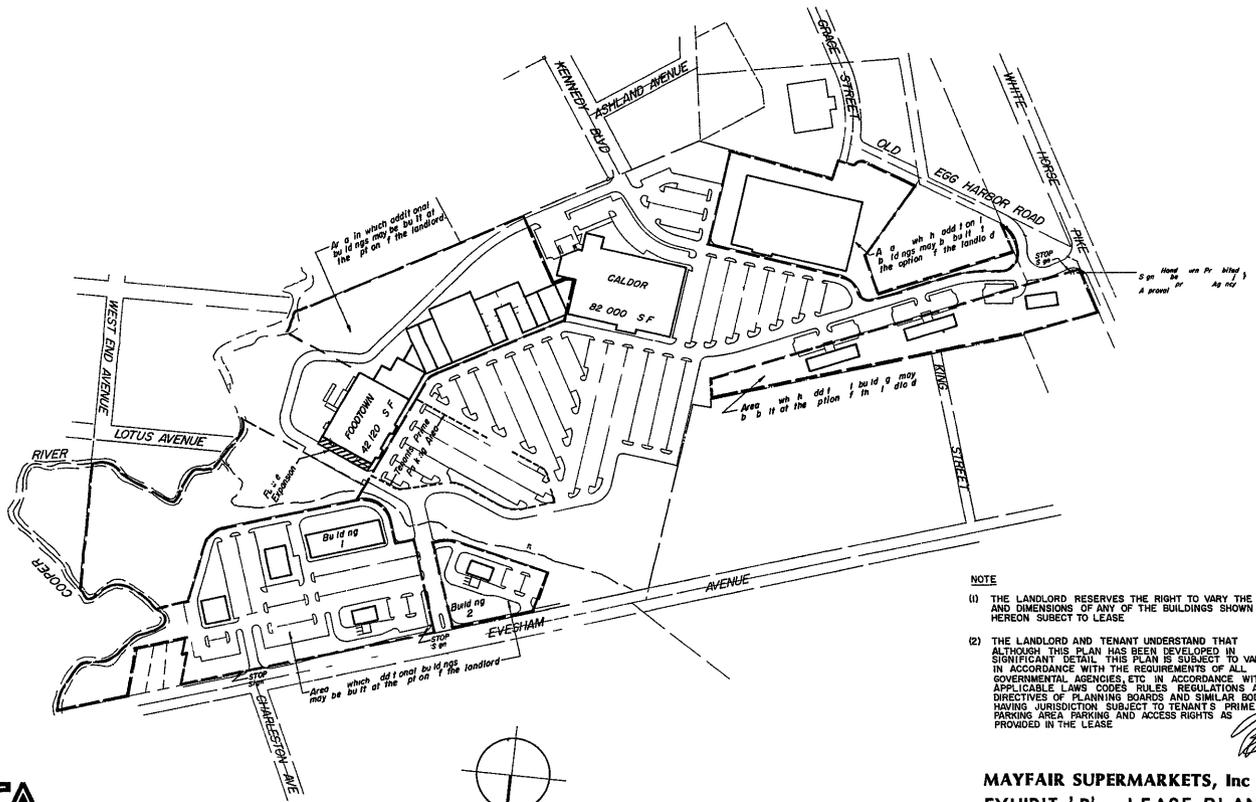
STATE OF NEW JERSEY)
) SS
COUNTY OF ~~MIDDLESEX~~ UNION)

BE IT REMEMBERED, that on this 26 day of February, 1987, before me, the subscriber, ^{an Attorney-at-Law}~~an Attorney-at-Law~~ of the State of New Jersey, personally appeared Michael Shapiro, Executive Vice President of Mayfair Super Markets, Inc, who, I am satisfied, is the person who signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of the authority of its board of directors

Beatrice B Meyers
An Attorney-at-Law & Notary Public,
of the State of New Jersey

BEATRICE B MEYERS
Notary Public State of New Jersey
My Commission Expires August 23 1989

FK

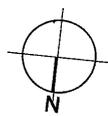


NOTE

(1) THE LANDLORD RESERVES THE RIGHT TO VARY THE SIZES AND DIMENSIONS OF ANY OF THE BUILDINGS SHOWN HEREON SUBJECT TO LEASE.

(2) THE LANDLORD AND TENANT UNDERSTAND THAT ALTHOUGH THIS PLAN HAS BEEN DEVELOPED IN SIGNIFICANT DETAIL, THIS PLAN IS SUBJECT TO VARIATION IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AGENCIES, ETC. IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND DIRECTIVES OF PLANNING BOARDS AND SIMILAR BODIES HAVING JURISDICTION SUBJECT TO TENANT'S PRIME PARKING AREA PARKING AND ACCESS RIGHTS AS PROVIDED IN THE LEASE.

JCA
 ENGINEERS PLANNERS SURVEYORS
 SUITE 101 TIFFANY SQUARE 2615 ROUTE 38
 HAINESPORT NEW JERSEY 08060 (609) 267 6001



SCALE 1" = 200'

MAYFAIR SUPERMARKETS, Inc
EXHIBIT 'B' - LEASE PLAN
LIONS HEAD PLAZA
 EVESHAM AVENUE
 SOMERDALE BOROUGH / MAGNOLIA BOROUGH
 CAMDEN COUNTY NEW JERSEY

DATE 2/10/87

AGREEMENT OF LEASE

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	DEMISED PREMISES AND TERM	1-2
2	USE	2
3	RENT	2-3
4	SUBORDINATION AND NON-DISTURBANCE	3-4
5	CONSTRUCTION	4-5
6	ALTERATIONS AND REPAIRS	5-6
7	INDEMNITY AND LIABILITY INSURANCE	6-7
8	FIRE DAMAGE	7-8
9	WAIVER OF SUBROGATION	8
10	CONDEMNATION	8-9
11	ASSIGNMENT AND SUB-LETTING	9-10
12	COMMON AREA MAINTENANCE	10-11
13	UTILITIES	11
14	TAXES	11-12
15	REMEDIES OF LANDLORD	12-13-14
16	WAIVER OF TRIAL BY JURY	14
17	ACCESS TO PREMISES	14-15
18	REQUIREMENT OF LAW - INSURANCE REQUIREMENTS	15
19	NOTICES	15
20	MEMORANDUM OF LEASE	15
21	END OF TERM-HOLDOVER	16
22	RELATIONSHIP OF PARTIES	16
23	SIGNS	16
24	CAPTIONS	17
25	DEFINITIONS	17
26	AUTHORITY TO EXECUTE	17
27	ENTIRE AGREEMENT	17
28	SUCCESSORS IN INTEREST	17
29	TENANT'S ADDITIONAL COVENANTS	17-18
30	NO BROKER	18
31	EXTENSION OPTIONS	18-19
32	EASEMENTS FOR UTILITIES	19
33	PERCENTAGE RENT	19-20-21
34	FORCE MAJEURE - TENANT	21
35	EXCLUSIVE	21
36	FUTURE EXPANSION	21-22
37	PARKING RATIO	22
38	TITLE, ETC.	22 & 23

LANDLORD ROBERT C. BAKER, INDIVIDUALLY AND AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 1984, BAKER 1985 FAMILY PARTNERSHP, HARVEY B OSHINS, GREGORY J STEPIC, JOHN G ORRICO and MARC GOLDEN, having their office c/o National Realty & Development Corp , 80 Field Point Road, Greenwich, Connecticut 06830

TENANT MAYFAIR SUPER MARKETS, INC , a Delaware corporation having its principal office at 681 Newark Avenue, Elizabeth, New Jersey 07208

PREMISES BOROUGHS OF SOMERDALE AND MAGNOLIA, COUNTY OF CAMDEN and STATE OF NEW JERSEY



AGREEMENT OF LEASE

THIS INDENTURE, made as of the 25th day of November, 1986 by and between ROBERT C. BAKER, Individually and as Trustee under Trust Agreement dated March 15, 1984, BAKER 1985 FAMILY PARTNERSHIP, HARVEY B OSHINS, GREGORY J STEPIC, JOHN G ORRICO and MARC GOLDEN, having their office c/o National Realty & Development Corp, 80 Field Point Road, Greenwich, Connecticut 06830 (hereinafter referred to as "Landlord") and MAYFAIR SUPER MARKETS, INC., a Delaware corporation having its principal office at 681 Newark Avenue, Elizabeth, New Jersey 07208 (hereinafter referred to as "Tenant")

W I T N E S S E T H

WHEREAS, Tenant is desirous of leasing from Landlord and Landlord is desirous of leasing to Tenant certain premises located in the BOROUGHS OF SOMERDALE AND MAGNOLIA, COUNTY OF CAMDEN and STATE OF NEW JERSEY, upon the provisions, covenants, and conditions set forth herein,

NOW THEREFORE, it is mutually agreed as follows

ARTICLE I DEMISED PREMISES AND TERM

Section 1 01 In consideration of the rents hereinafter reserved and all of the provisions, covenants and conditions hereinafter contained, Landlord hereby leases and demises to Tenant, and Tenant hereby hires, leases and takes from Landlord, the building to be constructed in the area crosshatched, in the location shown on the Plot Plan ("Plan") annexed hereto as Exhibit B and made a part hereof (said building hereinafter sometimes referred to as "Demised Premises"), within the shopping center located in the BOROUGHS OF SOMERDALE AND MAGNOLIA, COUNTY OF CAMDEN and STATE OF NEW JERSEY, which shopping center is more fully described in Exhibit A annexed hereto and made a part hereof (hereinafter referred to as the "Shopping Center")

Section 1 02 As long as Tenant occupies the Demised Premises, Tenant, together with its employees, customers, invitees and business guests, shall have the right to use, in common with Landlord, its successors, assigns, tenants, subtenants, concessionaires, licensees and any of their customers, invitees and business guests, all of the Common Areas (as such term is defined in Section 12 01 hereof) at any time and from time to time existing in the Shopping Center, except for areas to the rear and sides of the buildings reserved for the exclusive use of other tenants or occupants of the Shopping Center, and except for periods of time during which the Common Areas are being repaired, altered or reconstructed Landlord shall, except in cases of emergency, give Tenant at least 30 days prior written notice of any such repairs, alterations or reconstruction Neither Landlord nor Tenant nor anyone holding under or through either of them shall make any charge for the use of the Common Areas to the other or to the customers, invitees or business guests of Landlord or of Tenant or of anyone else hereinbefore granted the right to use the Common Areas, except as provided in Article 12 of this lease

Section 1 03 The term of this lease shall be TWENTY (20) years from and after the commencement date, which date shall be (a) the date upon which the Demised Premises are opened for business, or (b) SIXTY (60) days following the date upon which Landlord's work within the building to be constructed by Landlord for Tenant and the Common Areas shall be duly certified by Landlord's registered architect or professional engineer as being substantially complete in accordance with the plans and specifications, except for those items, the completion of which will not unreasonably interfere with Tenant's use and occupancy of the Demised Premises as provided herein, whichever date shall first occur, provided, if the Commencement Date determined in accordance with this subsection (b) shall occur within the period commencing November 1st and expiring December 31st, Tenant shall not be required to open for business within such period and the Commencement Date may be deferred at the option of Tenant to the next succeeding January 1st

Section 1 04 The parties shall, within ten (10) days following request of the other, execute a written document in recordable form, expressing the commencement and expiration dates of the term hereof as such have been determined in

accordance with the provisions of this lease

ARTICLE 2 USE

Section 2 01 Subject to the other provisions of this lease, Tenant shall occupy and use the Demised Premises solely for food supermarket purposes, including the sale of such items and services as are customarily sold in food supermarkets and for no other use, except as may be permitted subject to and in accordance with the provisions of Section 11 02 hereof. Tenant hereby covenants and agrees that it, its successors and assigns, or anyone holding by, through or under them, shall not use, nor permit the use of the Demised Premises for any other use or purpose. Tenant shall fixture, furnish, staff and equip the Demised Premises and Tenant shall open a Foodtown supermarket for business in the Demised Premises. Thereafter, during the first FIVE (5) years of the initial term of this Lease, Tenant shall continually, actively and diligently, during said FIVE (5) year period (except during any times when the Demised Premises may be untenable by reason of any conditions beyond the control of Tenant, including periods of renovation and repair), remain open for business to the public as a Foodtown supermarket, or such other name as is then being used by Tenant either for (a) the majority of its stores, (b) the majority of its stores in South New Jersey, or (c) or for the development of a new marketing concept, fully staffed, during all days and hours that similar food supermarkets are conventionally open for business in the County within which the Demised Premises are located.

Section 2 02 (a) If at any time during the term of this lease subsequent to the expiration of the first FIVE (5) years of the initial term hereof, Tenant elects in the exercise of its sole discretion to discontinue the operation of such food supermarket, Tenant may do so provided it has first given Landlord at least one hundred twenty (120) days prior notice of such intention. If Tenant makes the aforesaid election, then Landlord shall have the right at any time, within ninety (90) days after receipt of such notice from Tenant, to terminate the remaining term of this lease by giving Tenant notice of Landlord's exercise of such option. Such notice of Landlord shall specify a date not earlier than sixty (60) days nor later than one hundred twenty (120) days after the giving of Landlord's notice of termination, which date shall be the termination date of this lease (the "termination date").

(b) If Landlord exercises its option to terminate this lease as provided in Section 2 02 above, then Tenant shall vacate the Demised Premises and deliver possession thereof to Landlord on or before the termination date, as if said termination date was the expiration date of the term of this lease, and commencing thereafter, neither party shall have any further rights against or obligations to the other, except for those obligations accruing prior to the termination date. All rent, including annual rent, prepaid or accrued, shall be adjusted, and paid or refunded, as the case may be, as of the termination date.

(c) However, if Landlord exercises its option to terminate this lease as aforesaid, then Tenant may, within fifteen (15) days after the receipt of Landlord's notice of termination, give notice to Landlord of Tenant's election to nullify Landlord's option to terminate this lease, in which event this lease shall continue in full force and effect, and Tenant shall continue the operation of such food supermarket. In such event, if Tenant thereafter elects to discontinue such use, and Landlord elects to terminate this lease as above provided, Tenant shall have no further right to nullify Landlord's election if any similar previous nullification notice was given by Tenant within five (5) years of the current notice of nullification to be given by Tenant.

(d) If Tenant so discontinues such use of the demised premises after the expiration of Tenant's operating covenant as provided in this Article 2, and Landlord fails to cancel this lease, as hereinabove provided, then, and in such event Tenant shall remain responsible for all of the terms, covenants and conditions of this lease, except for the obligation to operate as provided in Section 2 01 above.

ARTICLE 3 RENT

Section 3 01 The annual minimum rental payable during the initial term of this Lease shall be as follows:

A During the first FIVE (5) years, the sum of THREE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED FIFTY and 00/100 (\$368,550.00) DOLLARS per annum - THIRTY THOUSAND SEVEN HUNDRED TWELVE

and 50/100 (\$30,712 50) DOLLARS per month,

B During the SIXTH (6th) through TENTH (10th) years, the sum of THREE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED TEN and 00/100 (\$389,610 00) DOLLARS per annum - THIRTY TWO THOUSAND FOUR HUNDRED SIXTY SEVEN and 50/100 (\$32,467 50) DOLLARS per month,

C During the ELEVENTH (11th) through FIFTEENTH (15th) years, the sum of FOUR HUNDRED TEN THOUSAND SIX HUNDRED SEVENTY and 00/100 (\$410,670 00) DOLLARS per annum - THIRTY FOUR THOUSAND TWO HUNDRED TWENTY TWO and 50/100 (\$34,222 50) DOLLARS per annum, and

D For the SIXTEENTH (16th) through TWENTIETH (20th) years, the sum of FOUR HUNDRED THIRTY ONE THOUSAND SEVEN HUNDRED THIRTY and 00/100 (\$431,730 00) DOLLARS per annum - THIRTY FIVE THOUSAND NINE HUNDRED SEVENTY SEVEN and 50/100 (\$35,977 50) DOLLARS per month

Section 3 02 All annual minimum rental payable under this lease during the initial term hereof, or any extension term hereof shall be paid to Landlord in lawful money of the United States in equal monthly installments All said annual minimum rental shall be payable in advance, on the first day of each calendar month during the term hereof at the office of Landlord or such other place or to such other person or party as Landlord may designate, without any setoff or deduction whatsoever, except as herein provided Rent and additional rent shall be prorated for a fraction of a month, if any, based on the number of days within such fractional month

Section 3 03 All taxes, charges, costs and expenses which Tenant assumes or agrees to pay under any provision of this lease, together with any and all other sums which may become due, by reason of any default of Tenant or failure on Tenant's part to comply with the provisions, covenants and conditions of this lease on Tenant's part to be performed, and each or any of them, shall be collectible and recoverable as additional rent, and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies herein provided as in the case of nonpayment of annual minimum rent

ARTICLE 4 SUBORDINATION AND NON-DISTURBANCE

Section 4 01 This Lease and all rights of Tenant hereunder are, and shall be, subject and subordinate to any mortgages, deeds of trust (including blanket mortgages or deeds of trust covering the Demised Premises and/or the Shopping Center and/or other properties) or any other security interest which has been or which hereinafter may affect the Demised Premises, and to any ground or underlying leases of all or part of the Shopping Center, and to any renewals, modifications, consolidations, replacements and extensions thereof (hereinafter collectively referred to as "Landlord's Financing") Tenant acknowledges that the interest of Landlord under this Lease may be assigned by Landlord as collateral security to any of the foregoing parties holding interests to which this Lease is subject and subordinate In the event of foreclosure of any such interest, or termination of any such ground or underlying lease, Tenant shall, at the sole option and direction of any such party, recognize the rights of any such party under and pursuant to the provisions of such collateral assignment Notwithstanding anything to the contrary contained herein, this Lease shall not be subject and subordinate to the lien of Landlord's Financing, unless the holder thereof, or unless an instrument duly executed by such holder, shall contain on the part of such holder, an agreement in substance, to be effective only so long as Tenant shall not be in default under the provisions of this Lease, that such holder shall recognize Tenant's rights under this Lease, shall not cut off or terminate this Lease through foreclosure of the documents securing Landlord's Financing, shall apply fire insurance and taking proceeds for restoration purposes as provided in this Lease, and Tenant shall not be disturbed in its possession of the Demised Premises

Section 4 02 The provisions of Section 4 01 shall be self-operative, but Tenant covenants and agrees that it shall, within ten (10) days following request, at any time or times, execute, acknowledge and deliver to Landlord any instruments, subject to Section 4 01 above, in order to subordinate this Lease and Tenant's rights thereunder, as aforesaid, which instruments shall be prepared by Landlord or the holder of such interest

Section 4 03- If Tenant shall fail or neglect to execute, acknowledge and deliver any such instrument, Landlord, in addition to any other remedies, may, as

agent or attorney-in-fact of Tenant, execute, acknowledge and deliver same on behalf of Tenant, and Tenant hereby irrevocably nominates, constitutes and appoints Landlord as Tenant's proper and legal attorney-in-fact for such purpose, hereby ratifying all such acts that Landlord may do as attorney-in-fact of Tenant

Section 4 04 Tenant shall, at any time and from time to time, but not more often than once every six (6) months, upon not less than ten (10) days prior notice, execute, acknowledge and deliver to Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any provision, covenant or condition contained in this Lease, including the obligations of Landlord to construct and complete the Demised Premises, and if so, specifying each such default, it being intended that any such statement delivered pursuant to this Section may be relied upon by any party to whom such certificate may be delivered by Landlord

ARTICLE 5 CONSTRUCTION

Section 5 01 Landlord, at Landlord's sole cost and expense, shall construct a building for Tenant at the location and having the dimensions shown on the Footprint Plan FP-1 dated 10-16-86 prepared by The Ives Group as referred to in Exhibit C annexed hereto. The plans and specifications for such building shall be prepared substantially in accordance with the Outline Plans and Specifications referred to and made a part hereof as Exhibit C

Section 5 02 Landlord or Landlord's contractor shall give Tenant approximately 90 days advance notice that the Demised Premises will be complete to the extent that it is practicable for Tenant to enter into therein for the performance of work by Tenant necessary to open for business to the public, provided, that the failure to give such notice shall not affect the determination of the Commencement Date as provided herein. Tenant shall promptly thereafter commence fixturing, equipping, stocking, and training of personnel necessary to open the Demised Premises for business to the public. Subject to the foregoing provisions of this Section, Tenant shall have the right to install its fixtures and equipment during construction, provided Tenant does not interfere with the construction of the Demised Premises and all work is performed by local union labor (if required), and, further, provided, that insurance meeting the requirements of Section 7 02 is furnished to Landlord prior to any such entry. Such entry into the Demised Premises by Tenant prior to the commencement of the term hereof is and shall be at the Tenant's sole cost and risk, except for the wilfull or intentional acts of Landlord, its agents, servants or employees

Section 5 03 If Tenant claims that some or all of the construction requirements have not been complied with by Landlord upon substantial completion of Landlord's work as specified on Exhibit C, Tenant shall, within thirty (30) days of said date (or thirty (30) days following the date Tenant opens for business, whichever date is sooner), submit to Landlord a written list of the work Tenant claims remains to be performed by Landlord. Landlord shall promptly commence such work and diligently prosecute the same to completion and in any event, Landlord shall have ninety (90) days thereafter to complete such work. If Landlord fails to complete such work, the sole remedy of Tenant shall be to complete such work and Tenant shall have the right to set off the cost thereof from the rent due Landlord in order to reimburse Tenant for the cost and expense of completion of the work

Section 5 04 Landlord shall substantially complete the construction of the Demised Premises on or before July 1, 1988

If possession of the substantially completed Demised Premises shall not be delivered to Tenant on or prior to such date, Tenant shall have the right to cancel this lease upon notice to Landlord to be exercised within fifteen (15) days following such date, unless Tenant shall have opened the Demised Premises for business prior thereto. If Tenant shall not exercise such right of cancellation, the date by which Landlord is obligated to deliver possession of the Demised Premises shall be deemed to be automatically extended for an additional period of three (3) months. If possession of the Demised Premises is not delivered to Tenant prior to the expiration of such three (3) month extension period, Tenant shall have the right to cancel this Lease upon notice to Landlord to be exercised within fifteen (15) days following such date, unless Tenant shall have opened the Demised Premises for business prior thereto. In any event, if Tenant shall cancel this Lease pursuant to the provisions of this Section, or if possession of the Demised Premises is not delivered to Tenant on or prior to July 1, 1990, this Lease shall automatically

terminate and be null and void and of no further force or effect and the parties shall be mutually released of and from all rights and obligations hereunder. Tenant's right to cancel this lease, as provided herein, or such automatic cancellation, shall be Tenant's sole remedy for Landlord's failure to deliver possession on or before the required date.

Section 5 05 If there shall be a delay in the construction, repair or restoration of the Demised Premises caused by strike, riots, acts of God, shortages of labor or materials, national emergency, governmental restrictions, laws or regulations, the act or failure of act of Tenant, or for any other cause or causes beyond Landlord's control, such delay shall not be a violation of this lease, and the time periods set forth in this lease for any such work shall at Landlord's option be extended for a period of time equal to the period of delay, provided, the date set forth in Section 5 04 above shall not be extended beyond July 1, 1990.

Section 5 06 The Plan shows the approximate location of proposed buildings and certain areas reserved for future construction at the option of Landlord. Landlord shall have the right to build buildings in the areas so specified on Exhibit B and within such areas to vary the size, shape, division, and design thereof; to build additional stories on any buildings within the Shopping Center, provided that no buildings within such areas abutting Evesham Road shall have a height of more than 22 feet above the finished floor elevation of such buildings shown on the Plot Plan annexed hereto as Exhibit B; to change the nature or identity of the occupants of the buildings within the Shopping Center, subject to Article 37 of this Lease, and to vary the design of the Common Areas within the Shopping Center, provided Landlord may not make material changes to said Common Areas without the consent of Tenant, which consent shall not be unreasonably withheld, provided that Tenant may withhold its consent if by reason of such material changes to the said Common Areas, access to the Demised Premises or the amount or location of Tenant's Prime Parking Area (as shown on Exhibit B) is affected.

ARTICLE 6 ALTERATIONS AND REPAIRS

Section 6 01 No exterior or structural alterations or exterior or structural additions shall at any time be made by or at the instance of Tenant without Landlord's prior written consent. All work, repairs, alterations made by or at the instance of Tenant shall be done in a good and workmanlike manner, with new materials comparable in quality to the materials required to be installed pursuant to Exhibit C, in compliance with any applicable governmental rules and regulations, and the cost thereof shall be paid by Tenant in cash or its equivalent, so that the Demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Demised Premises. Any alterations, installations, repairs, additions or improvements, except Tenant's trade fixtures (as hereafter defined), shall, at the option of Landlord, become the property of Landlord and shall remain upon and be surrendered with the Demised Premises, as part thereof, at the expiration or sooner termination of the Lease hereof. If Tenant is in default hereunder or is dispossessed, or vacates the premises, voluntarily or otherwise, and fails to remove any property, equipment and fixtures within thirty (30) days following notice by Landlord, then and in that event, the said property, equipment and fixtures shall be deemed at the option of Landlord to be abandoned, or in lieu thereof, at the Landlord's option, Landlord may remove such property and charge the reasonable cost and expense of removal and storage to Tenant. Trade fixtures shall be defined as fixtures and equipment, including heat reclamation equipment furnished by Tenant, used by Tenant in the operation of its business, but not including any fixtures and equipment which are part of the operation of the building, other than said heat reclamation equipment furnished by Tenant.

Section 6 02 Anything to the contrary contained herein notwithstanding, it is expressly understood and agreed that Tenant may install, connect and operate machinery, fixtures and equipment as may be deemed necessary by the Tenant for its business, subject to compliance with applicable rules and regulations of governmental bodies and bureaus having jurisdiction thereof. Subject to the terms and conditions of this Lease, the machinery, fixtures and equipment belonging to Tenant shall, at all times, be considered and intended to be personal property of Tenant, and not part of the realty, and subject to removal by Tenant, provided, at the time of such removal, that Tenant is not in default pursuant to the terms and conditions of this Lease. Tenant, at its own cost and expense, shall pay for any damage to the Demised Premises caused by installation thereof or such removal, and this obligation shall survive the expiration or termination of the Term.

Section 6 03 During the first TWO (2) years of the initial term hereof, Landlord shall, following reasonable notice from Tenant, make all necessary repairs

*provided, as to the area to the Northeast of the Demised Premises, any additional buildings shall have substantially comparable additional paved areas so as to not unreasonably impact on Tenant's Prime Parking Area shown on Exhibit B
**and further provided that the buildings designated as Building 1 and Building 2 on Exhibit B shall not be more than one (1) story and shall not exceed 18 feet above the finished floor elevation thereof

and replacements to the exterior structural portions of the Demised Premises, including the roof and foundations thereof, provided, however, Landlord shall not be required to make any repairs or replacements caused by any act, omission or negligence of Tenant, any sub-tenant, or concessionaire, or their respective employees, agents, invitees, licensees or contractors. Thereafter, Landlord shall, following reasonable notice from Tenant, make all necessary repairs and replacements to the steel frame, concrete floors and exterior structural portions of the walls of the Demised Premises, provided, however, Landlord shall not be required to make any repairs or replacements caused by any act, omission or negligence of Tenant, any sub-tenant, or concessionaire, or their respective employees, agents, invitees, licensees or contractors.

Section 6 04 Except for the repair obligations of Landlord set forth in Section 6 03 above and Articles 8 and 10 of this Lease, Tenant shall keep the Demised Premises, including the improvements placed thereon, in a good state of repair, and Tenant shall be responsible for all repairs and replacements, structural and/or non-structural, including, but not limited to, the interior and exterior of the improvements, the roof, all windows, doors, and openings, all electrical, heating, utility, plumbing, sewage disposal and air conditioning and other equipment, facilities or systems within the Demised Premises. Tenant shall keep all glass clean and in good condition, and Tenant shall replace any glass which may be damaged or broken with glass of the same quality.

Section 6 05 Nothing contained in this Lease shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the Demised Premises, or upon or in the Shopping Center of which the same form a part, it being agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made to the Demised Premises, or cause materials to be furnished or labor to be performed therein or thereon, neither Landlord nor the Demised Premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work done or materials furnished to the Demised Premises or any part thereof. Tenant shall upon request of Landlord deliver such documents as may be required by Landlord in order to effectuate the lien protection required by this paragraph, including without limitation, waivers of lien from all major contractors and major suppliers. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's sole expense and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing labor and material on behalf of or by or at the instance of Tenant, to the Demised Premises and Shopping Center or any part thereof. If, because of any act or omission of Tenant, any mechanic's or other lien or order for the payment of money shall be filed against the Demised Premises or the Shopping Center, or against Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, within ten (10) business days after notice of the filing thereof, cause the same to be cancelled and discharged of record, or furnish Landlord with a surety bond issued by a surety company reasonably satisfactory to Landlord, protecting Landlord from any loss because of nonpayment of such lien claim, and further shall indemnify and save harmless Landlord from and against any and all costs, expenses, claims, losses or damages, including reasonable counsel fees, resulting therefrom or by reason thereof.

ARTICLE 7 INDEMNITY AND LIABILITY INSURANCE

Section 7 01 Tenant hereby indemnifies and saves harmless Landlord from and against any claims and all loss, cost, liability, damage and/or expense, including, but not limited to reasonable counsel fees, penalties and fines, incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Demised Premises by Tenant or any person claiming through or under Tenant, or (ii) any acts, omissions, or negligence of Tenant or any such person, or any contractor, agent, servant, employee, visitor or licensee of Tenant, or any person claiming through or under Tenant, in or about the Demised Premises, except any such claim or damage as may be due to or caused by the acts or negligence of Landlord, or its servants or agents. If any action or proceeding shall be brought against Landlord based upon any such claim, Tenant, upon notice from Landlord, shall cause such action or proceeding to be defended, at Tenant's expense, by counsel acting for Tenant's insurance carriers in connection with such defense or by other counsel reasonably satisfactory to Landlord.

Section 7 02 Tenant shall, during the Term and during the period prior to

the commencement of the Term during which Tenant enters the Demised Premises, at Tenant's own cost and expense, maintain and provide (a) comprehensive general liability insurance for the benefit and protection of Landlord and Tenant (said policy to name Landlord, ground-lessor, if any, and any other parties designated by Landlord as additional insureds) in an amount not less than \$1,000,000 for injuries or death to any one person, and not less than \$3,000,000 for injuries or death to more than one person in any one accident or occurrence and for damage to property in an amount of not less than \$100,000 arising out of any one accident or occurrence, (b) plate glass insurance covering all plate glass in the Demised Premises, provided, Tenant may self insure this obligation, (c) workmen's compensation insurance covering all persons employed in connection with Tenant's use and occupancy of the Demised Premises or any construction or alteration work therein, (d) insurance against loss or damage to Tenant's contents, including without limitation, trade fixtures and equipment by fire, lightning, and other risks from time to time included under standard "extended coverage" policies, and vandalism and malicious mischief, which insurance shall not be less than the full insurable value of such property, provided that the coverages maintained pursuant to this sub-paragraph (d) may contain "deductibles" provided that the aggregate amount of such "deductibles" shall not exceed one twentieth of one percent (0005%) of the net worth of Tenant (determined as of the most recent fiscal year ~~and~~ of Tenant prior to the placement of such coverages) and provided that Tenant shall deliver to Landlord the undertaking of Tenant to be responsible for the amount of such deductible. Said policies shall be issued by companies reasonably satisfactory to Landlord, licensed or permitted to do business in the state in which the Demised Premises is located. Said policies or certificates thereof shall be delivered to Landlord at the commencement of the Term (or prior thereto in the event of earlier entry by Tenant upon the Demised Premises), together with proof of payment of premium therefor, and renewal policies or certificates therefor, shall be delivered to Landlord not less than ten (10) days prior to the expiration dates. Said policies and/or certificates shall contain an undertaking by the insurer to give Landlord not less than ten (10) days' written notice of any cancellation or change in scope or amount of coverage of said policies. Tenant may provide any of the aforesaid coverages under a "blanket" policy or policies covering the Demised Premises and other locations *see page 7A*

ARTICLE 8 FIRE DAMAGE

Section 8 01 If the Demised Premises shall be partially damaged by fire or other insured casualty, the damages shall be repaired by and at the expense of Landlord and Tenant shall continue to pay, perform and observe all of the terms, covenants, conditions and agreements of Tenant hereunder, including payment of all rent and additional rent (except that Tenant shall receive credit for the proceeds of rent insurance received by Landlord), during such period that the demised premises or any portion thereof are not tenantable due to such damage or destruction, and no such obligation of Tenant shall abate as a result of such damage or destruction. Notwithstanding the foregoing, if the Demised Premises or Shopping Center shall be damaged to such extent that Landlord shall decide to demolish same, or not to rebuild same, then, and in such event, Landlord may terminate this lease upon notice to Tenant given within ninety (90) days following such event, and upon the date specified in such notice, which date shall not be less than thirty (30) days nor more than sixty (60) days following the giving of said notice, this lease shall terminate and Tenant shall vacate and surrender the Demised Premises to Landlord. Any annual minimum rental prepaid by Tenant beyond said date shall be promptly refunded to Tenant.

Section 8 02 Supplementing Section 8 01 above, in the event that during the first fifteen (15) years of the initial term hereof the department store shown on Exhibit B shall be damaged or destroyed by fire or other insurable casualty and Tenant shall then be operating a food supermarket within the Demised Premises and shall not otherwise be in default hereunder, then, and in such event Landlord shall not have the right to terminate this Lease pursuant to said Section 8 01 above.

Section 8 03 If this lease shall not be terminated as provided above in this Article, Landlord shall, at its expense promptly commence and prosecute the restoration of the Demised Premises with reasonable diligence, provided, Landlord's obligations hereunder shall not exceed the scope of Landlord's initial construction obligations under this lease and further provided, that Landlord's restoration obligations shall be subject to building and zoning laws then in effect. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord. Such restoration shall be completed by Landlord within nine (9) months following the date of the casualty. If Landlord shall fail to complete such restoration on or before such date, Tenant shall have the right to terminate this Lease by written notice to Landlord which

The deductible may, at Tenant's election, be greater than such amount provided Tenant supplies Landlord with an irrevocable letter of credit drawn on a major New York or New Jersey bank in an amount equal to the difference between Tenant's actual deductible and the deductible allowed above, which letter of credit may be drawn by Landlord at such time as Landlord shall be legally obligated to make a payment which would otherwise be covered by insurance, but for such "deductible" The form of letter of credit may be reasonably satisfactory to Landlord, Tenant and their respective counsel Said letter of credit and said deductible shall not exceed \$100,000 without Landlord's consent, not to be unreasonably withheld

FC 8

notice shall be effective thirty (30) days following the receipt thereof by Landlord, unless Landlord shall complete such restoration prior to such effective date, in such event this Lease shall continue in full force and effect. If Landlord shall restore the Demised Premises, Tenant shall repair, restore and redecorate the Demised Premises and merchandise and re-open the Demised Premises, within SIXTY (60) days following substantial completion of restoration, in a manner and to the condition existing prior to the event of damage, except to the extent that Landlord is obligated above.

Section 8 04 Tenant shall pay its proportionate share of the cost of maintaining and providing All-Risk hazard insurance against loss or damage to the Shopping Center by fire, lightning, and other risks from time to time included under standard "extended coverage" policies, including vandalism and malicious mischief, in amount not less than the full replacement value of the Shopping Center and rent loss insurance covering all minimum and additional rental payable under this lease, which coverages shall be maintained by Landlord with respect to the Demised Premises and which coverages may contain "deductibles" consistent with customary standards from time to time existing in the Shopping Center industry. The proportionate share of the cost of maintaining and providing such insurance shall be paid by Tenant to Landlord, within fifteen (15) days of Landlord's request therefor, which proportionate share shall be a fraction having as its numerator the floor area of the Demised Premises and as its denominator the total floor area within the Shopping Center covered by any such insurance provided by Landlord. Both said numerator and denominator shall not include basements and mezzanines.

ARTICLE 9 WAIVER OF SUBROGATION

Section 9 01 Landlord, its officers, agents, employees, subsidiaries, and affiliated entities and corporations shall not be liable for any damage to or destruction of any of Tenant's goods, merchandise, fixtures, furniture or property of whatsoever nature, caused by fire or any other cause whatsoever, including, without limitation, the negligence of any such parties, but excluding their wilful or intentional acts, and Tenant hereby releases and waives any right of recovery against Landlord, its officers, agents, employees, subsidiaries and affiliated entities and corporations for any such loss. Tenant shall procure a waiver of subrogation on the part of the insurer against such parties by an endorsement to all insurance policies whereby the insurer recognizes the provisions of this Article.

Section 9 02 Tenant, its officers, agents, employees, subsidiaries, and affiliated entities and corporations shall not be liable for any damage to or destruction of any of Landlord's goods, merchandise, fixtures, furniture or property of whatsoever nature, caused by fire or any other cause whatsoever, including, without limitation, the negligence of any such parties, and Landlord hereby releases and waives any right of recovery against Tenant, its officers, agents, employees, subsidiaries and affiliated entities and corporations for any such loss. Landlord shall procure a waiver of subrogation on the part of the insurer against such parties by an endorsement to all insurance policies whereby the insurer recognizes the provisions of this Article.

ARTICLE 10 CONDEMNATION

Section 10 01 If the whole of the Demised Premises shall be taken by any governmental authority under the power of condemnation, eminent domain, or expropriation, or in the event of a conveyance in lieu thereof, the term of this lease shall cease as of the day possession shall be taken by such governmental authority. If such portion of the Demised Premises shall be so taken or conveyed so as to render the balance unable to be used as a food supermarket or if any portion of the area designated on Exhibit B as "Tenant's Prime Parking Area" shall be so taken or conveyed, or if by reason of such taking or conveyance, the number of parking spaces shall fall below a ratio of four (4) cars per 1,000 square feet of floor area of buildings within the Shopping Center after such taking or conveyance, or if the Shopping Center shall not have at least one ingress/egress to and from Evesham Avenue either Landlord or Tenant shall have the right to terminate this lease upon notice to the other party, effective as of the day possession shall be taken by such governmental authority. If this lease is so terminated, rent shall be prorated as of the date that possession must be surrendered to the condemning authority.

Section 10 02 If this lease continues after a partial taking, the annual minimum rental shall abate equitably as to the part of the Demised Premises which is taken. If this lease continues after any such taking or conveyance, Landlord shall make all necessary repairs and restorations so as to restore the remainder of the Demised Premises to a complete architectural unit. Landlord's reconstruction

... shall be subject to building and zoning laws then in effect

Section 10 03 If so much of the Common Areas or Shopping Center shall be so taken or conveyed so that in the reasonable exercise of Landlord's judgment, the continued operation of the Shopping Center for use by its tenants and their customers is unfeasible, then, in such event, Landlord may, by notice to Tenant, delivered not later than thirty (30) days following the date that possession of the premises taken or conveyed is delivered to the governmental authority, terminate this lease, and rent shall be pro rated as of the date that possession must be surrendered to the condemning authority

Section 10 04 Tenant and not Landlord shall be entitled to any portion of the award made to Tenant for the value of Tenant's removable trade fixtures (as defined in Section 6 01 hereof) and loss of business, provided the award therefor does not diminish the award otherwise payable to Landlord under the provisions of this Lease All compensation awarded for the taking of the building (other than Tenants undepreciated cost for that portion of the building, if any, constructed by Tenant under Article 36 hereof entitled "Future Expansion"), the fee and the leasehold shall belong to and be the property of Landlord, and Tenant shall not be entitled to any damages for the unexpired portion of the term of this lease, or injury to its leasehold interest

ARTICLE 11 ASSIGNMENT AND SUB-LETTING

Section 11 01 Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, as the case may be, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor sublet or underlet nor suffer or permit the Demised Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance If, with consent of Landlord, this Lease may be assigned, or the Demised Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent and additional rent from the assignee, under-tenant or occupant and apply the amount collected to the rent and additional rent herein reserved, to the extent of the rent and additional rent obligations under this Lease, but no such assignment, underletting, occupancy or collecting shall be deemed to relieve Tenant of any of its obligations hereunder nor be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from its obligations under the covenants, provisions and conditions hereof, it being understood and agreed that Tenant shall at all times remain obligated as a primary obligor under this Lease, which obligation shall be unaffected and shall remain in full force and effect The consent by Landlord to an assignment or underletting shall not in any way be construed to relieve Tenant or any other Tenant, assignee, undertenant, or occupant of the Demised Premises from obtaining the express consent in writing of Landlord to any further assignment or underletting, and no such assignment or subletting shall be made to anyone who shall occupy the Demised Premises for any use which would in any way violate the applicable ordinances, rules and regulations of applicable governmental boards or bureaus having or claiming jurisdiction thereof, or of the carrier of the fire insurance to be provided under the Lease

Section 11 02 Supplementing the provisions of Section 11 01 of this Lease, Landlord shall not unreasonably withhold consent of any proposed assignment of this Lease, or subletting of substantially all the Demised Premises Furthermore, subsequent to the expiration of the first five (5) years of the initial term hereof and provided that Tenant has fulfilled its obligations to operate within the Demised Premises pursuant to Section 2 01 of this Lease, Landlord shall not unreasonably withhold consent to any proposed change of use within the Demised Premises provided that the proposed change of use is for a single retail purpose compatible with the other retail uses then existing within the Shopping Center and further provided the proposed change of use does not conflict with any then existing use within the Shopping Center and provided further that the proposed change of use does not conflict with any then existing exclusive or similar restrictive covenant contained within any then existing lease within the Shopping Center, it being understood that the determinations as to compatibility and conflict may be made by Landlord in its sole and absolute discretion In the event Tenant desires to assign this Lease, or sublet all or substantially all of the Demised Premises, Tenant shall submit to Landlord a fully executed duplicate original of the instrument of assignment or sublease, wherein the assignee or subtenant shall assume for the benefit of Landlord, the due and punctual performance of each and every obligation on the part of Tenant to be performed hereunder, and wherein Tenant shall ratify to Landlord its continuing liability as a primary obligor hereunder

Section 11 03 Notwithstanding anything heretofore contained, in the event that Tenant desires to assign this Lease or sublet all or substantially all of the Demised Premises, Tenant shall first notify Landlord, in writing, of its intention,

which notice shall state the name of the proposed assignee or subtenant, together with its full address. In addition, Tenant shall simultaneously tender a termination and surrender agreement in proper form, reasonably satisfactory to counsel for Landlord, ("Surrender Agreement") executed in and on behalf of Tenant. Thereafter, Landlord shall have thirty (30) days in which to decide whether to accept a surrender of the Demised Premises or to consent to the proposed assignment or subletting. In the event that Landlord shall accept the Surrender Agreement, Landlord shall execute the Surrender Agreement and this Lease shall expire as of the sixtieth day following the day that Landlord received Tenant's notification ("Surrender Date"), with the same force and effect as if such date were the Expiration Date. Upon the expiration of this Lease pursuant hereto, Tenant shall pay all minimum rent and additional rent on a pro rata basis for each day through and including the Surrender Date. In the event that any item of additional rent cannot be calculated as of the Surrender Date, Tenant hereby covenants to pay its pro rata share promptly upon being billed therefor and this obligation shall survive the Expiration Date.

ARTICLE 12 COMMON AREA MAINTENANCE

Section 12 01 As used in this lease, the term "Common Area Operating Costs" shall include the total cost and expense incurred by Landlord in operating, lighting, striping, maintaining, cleaning, repairing (including replacement), insuring the Common Areas within the Shopping Center (provided that the liability insurance carried by Landlord respecting the Common Areas shall name Tenant as an additional insured) and ten (10%) percent of the foregoing costs to cover Landlord's administrative and overhead costs. It is understood that "replacement" shall not include structural repairs to the buildings within the Shopping Center, but specifically shall include any and all repairs and replacements of the Common Areas. The term "Common Areas" shall be defined as all paved areas, driveways, truckways, walkways, and landscaped and planted areas within the Shopping Center. Landlord shall maintain, light, clean and repair (including snow removal) the Common Areas so that such Common Areas may be used for their intended purposes, and in order to enable Landlord to perform its obligations as aforesaid, Landlord may incur such Common Area Operating Costs as Landlord, in its sole discretion, may determine. Notwithstanding the foregoing, it is understood that Common Area Operating Costs shall not include any costs of major replacement of the paved areas within the Shopping Center during the first FIVE (5) years of the initial term hereof, unless the need for same shall be caused by any act, omission or negligence on the part of Tenant, or anyone acting by, through or under Tenant, or their respective employees, agents, invitees, licensees or contractors. Major replacements of the paved areas shall be defined as the reconstruction of any area thereof in excess of 1,000 square feet.

Section 12 02 During the initial term of this lease and during any extension term hereof, Tenant shall reimburse Landlord for Tenant's proportionate share of Common Area Operating Costs incurred or expended by Landlord as aforesaid. Such reimbursement shall be paid to Landlord within FIFTEEN (15) business days following receipt by Tenant of a statement by Landlord setting forth in reasonable detail, the total Common Area Operating Costs for the period in question and the computation of Tenant's proportionate share thereof. Such statements shall not be rendered to Tenant more often than four (4) times within any lease year of the initial term or any extension term hereof. Upon written request, Landlord shall furnish Tenant with copies of invoices in support of Common Area Operating Costs and Tenant shall have the right upon not less than TEN (10) days prior written notice to inspect the originals thereof at the offices of Landlord during reasonable business hours. Tenant's proportionate share of Common Area Operating Costs shall be a fraction, having as its numerator, the number of square feet of floor area within the Demised Premises and as its denominator, the total number of square feet of floor area of all buildings within the Shopping Center, including the Demised Premises. Both said numerator and denominator shall not include mezzanines and basements. In addition to the foregoing, Tenant shall reimburse Landlord, within FIFTEEN (15) business days following written request, for all Common Area Operating Costs attributable to the business operation of Tenant within the Demised Premises at hours in excess of those within which the Shopping Center or part thereof is open for business later than the proposed department store premises shown on Exhibit B, provided that from Mondays thru Saturdays the responsibility of Tenant for lighting shall be its normal or customary proportionate share until 10 00 o'clock P M.

Section 12 03 Tenant, its concessionaires, officers, employees and agents may use the Common Areas, subject to such reasonable rules and regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned or operated by Tenant, its concessionaires, officers, employees and agents must be parked, provided no such designation shall be within

Tenant's Prime Parking Area shown on Exhibit B Tenant shall abide by such rules and regulations and cause its concessionaires, officers, employees, agents, customers and invitees to conform thereto Landlord may, at any time, close temporarily any Common Areas to make repairs or changes therein or to effect construction, repairs or changes within the Shopping Center, subject to Section 5 06 hereof Landlord shall, except in cases of emergency, give Tenant at least THIRTY (30) days prior written notice of any such repairs or changes

Section 12 04 Notwithstanding anything to the contrary herein contained, Landlord hereby reserves the right (and Tenant hereby consents thereto) to construct or permit the construction, use and maintenance within the Common Areas of the Shopping Center, including without limitation, the parking areas, of various commercial type buildings, structures, kiosks, and appurtenances, and equipment incidental thereto, provided (a) none of same are within Tenant's Prime Parking Area shown on Exhibit B, (b) no more than THREE (3) shall be permitted and none of same shall exceed an area of 500 square feet, and (c) the ratio of parking spaces required by Article 37 hereof shall be maintained

ARTICLE 13 UTILITIES

Section 13 01 Tenant shall pay directly to the utility authority having jurisdiction thereof, as and when they shall be due and payable, all water charges, taxes, water rates and/or meter charges, sprinkler charges (stand-by or otherwise), sewer taxes, sewer charges, sewer fees, and sewer rental taxes, charges for utilities, including, without limitation, the charges for gas, electricity, and other utilities furnished to Tenant and consumed in the Demised Premises Tenant shall heat the Demised Premises whenever the weather shall require If Landlord, or any property of Landlord, shall be held responsible for any expense covered by this Article, Tenant shall pay Landlord the amount thereof within FIFTEEN (15) business days following written request

ARTICLE 14 TAXES

Section 14 01 Tenant shall, as additional rent, pay all taxes, duties, assessments and charges commonly and generally referred to as "real estate taxes" and assessments, whether general or special, of every kind and nature whatsoever which have been or which shall during said term or any renewal thereof, be levied, assessed, or otherwise imposed upon the land within the Demised Premises, or any part thereof, and upon the buildings and improvements which may be thereon or which may hereafter during the said term, or any renewal thereof, be erected or constructed thereon The term "real estate taxes" for purposes of this Lease shall exclude income, franchise, estate or inheritance taxes levied against Landlord, but shall include any taxes levied in lieu of or as a substitute for real estate taxes Tenant understands that the Demised Premises are part of a larger tract and that under the present status of the law of New Jersey, the improvements within the Shopping Center and the land within the Demised Premises may not receive a separate assessment attributable solely thereto All amounts payable by Tenant under this Article shall be paid to Landlord within FIFTEEN (15) business days following receipt by Tenant of a statement by Landlord setting forth in reasonable detail, the total liability for the period in question and the computation of the share thereof for which Tenant is responsible hereunder

Section 14 02 In the event that there is no separate assessment upon the land within the Demised Premises, Tenant shall nevertheless pay all taxes thereon, which taxes shall be based upon the per square foot taxes upon the land within the Shopping Center determined in accordance with the following formula The taxes upon the land within the entire Shopping Center (or the land taxes applicable to the parcel within which the Demised Premises is included) (inclusive of the Demised Premises) shall be multiplied by a fraction having as its numerator the floor area of the Demised Premises and as its denominator the floor area of all buildings upon the Shopping Center (or upon the parcel within which the Demised Premises is included) (inclusive of the Demised Premises) Both said numerator and denominator shall not include mezzanines and basements

Section 14 03 If the improvements within the Demised Premises shall receive a separate assessment, the taxes payable by Tenant under this Lease for such improvements shall be based thereon Such improvements shall be deemed to

be separately assessed if the same is separately assessed according to the real estate tax bill, the assessors records or written certification by the assessor. In the event the improvements shall not so receive a separate assessment, then and in such event, Tenant shall pay its proportionate share of the taxes which are separately attributable to the improvements within which the Demised Premises is a part, which proportionate share shall be a fraction having as its numerator the floor area of the Demised Premises and as its denominator the floor area of all buildings included within the assessment of which the Demised Premises is a part (inclusive of the Demised Premises). Both said numerator and denominator shall not include mezzanines and basements.

Section 14 04 Tenant shall also be liable for all taxes levied against property, trade fixtures and equipment placed by Tenant in or about the Demised Premises, including, but not limited to, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, furniture, machinery, refrigerators, and heating, ventilating, and air conditioning equipment. If any taxes or assessments payable by Tenant under this Article are levied against Landlord or Landlord's property and if Landlord pays same, or if the assessed value of Landlord's premises is increased by the inclusion therein of a value placed on such property, and if Landlord pays the taxes based on such increased assessment, Tenant upon demand shall repay to Landlord the taxes so paid by Landlord or the proportion of such taxes resulting from such increase in assessment.

Section 14 05 If at least twenty (20) days prior to the last day for filing application for abatement of real estate taxes for any tax year, Tenant shall give notice to Landlord that it desires to file an application for abatement of real estate taxes for said tax year and, if within ten (10) days after the receipt of said notice Landlord shall not give notice to Tenant that it shall file or has already filed such application, Tenant shall have the right, either in its own name or in the name of Landlord, but at its own cost and expense, to file such application. If within ten (10) days after receipt by Landlord of such notice by Tenant, Landlord shall give Tenant notice that it shall file such application, Landlord shall file the same prior to the expiration of the time for the filing of the same at its own cost and expense. In any event, notwithstanding the foregoing, if any abatement by whomever prosecuted shall be obtained, the cost and expense of obtaining the same shall be a first charge upon the same abatement. If Tenant shall file an application for abatement pursuant to the provisions of this Section, Tenant will prosecute the same to final determination with due diligence and shall not, without Landlord's written consent, settle, compromise or discontinue the same except, however, Tenant may discontinue the prosecution of the same at any time after giving Landlord notice thereof and an opportunity to take over the prosecution of the same. If Landlord shall file an application for abatement for any tax year after having received notice from Tenant that Tenant desires to file an application for abatement for said tax year, Landlord shall prosecute the same to final determination with due diligence and shall not, without Tenant's written consent, discontinue the same except, however, Landlord may discontinue the prosecution of the same at any time after giving Tenant notice thereof and an opportunity to take over the prosecution of the same. If either party shall prosecute an application for an abatement, the other party will cooperate and furnish any pertinent information in its files reasonably required by the prosecuting party. Tenant recognizes that other tenants of the Shopping Center may have the same or similar rights to protest real estate taxes and Tenant shall cooperate with such other tenants in the prosecution thereof.

ARTICLE 15 REMEDIES OF LANDLORD

Section 15 01 (a) If Tenant shall default in the payment of the annual minimum rental reserved herein, or in the payment of any item of additional rent or other monies due hereunder, or any part of same, and any such default shall continue for more than five (5) business days after written notice of such default,

(b) If Tenant shall default in the observance of any of the provisions, covenants and conditions of this Lease (other than a default covered by subsection (a) above and other than Sections which provide a specific period or date for performance), and such default shall continue for more than (10) business days after written notice of such default, or for such other period provided in the

relevant Section hereof, or

(c) If Tenant shall fail to occupy the Demised Premises and open for business as provided in this Lease, or if the Demised Premises shall be abandoned, deserted or vacated for a period in excess of thirty (30) days, except in accordance with the provisions of Article 2 hereof, excluding periods of repair or renovation or if Tenant shall sublet the Demised Premises or assign this Lease, except as herein provided, or

(d) If Tenant or any guarantor of Tenant's obligations hereunder shall make an assignment for the benefit of creditors, or if any such party shall file or have filed against it a petition in bankruptcy, or be adjudicated a bankrupt by any court and such petition or adjudication shall not be vacated within sixty (60) days, or if Tenant or any guarantor of Tenant's obligations hereunder takes the benefit of any insolvency act, or if Tenant or any guarantor of Tenant's obligations hereunder be dissolved voluntarily or involuntarily or have a receiver of its property appointed in any proceedings other than bankruptcy proceedings and such appointment shall not be vacated within SIXTY (60) days after it has been made,

then, upon the happening of any one or more of the defaults or events specified above, at the option of Landlord (1) this Lease and the Term hereof shall wholly cease and terminate, with the same force and effect as though such termination was the date of the expiration of the Term of this Lease, and thereupon, or at any time thereafter, Landlord may re-enter said premises either by force, or otherwise, and have possession of the same and/or may recover possession thereof by summary proceeding, or otherwise (but Tenant shall remain liable to Landlord as hereinafter provided), or (2) Landlord may, without further notice, exercise any remedy available at law or equity

Section 15 02 In case of any default, event, re-entry, expiration and/or dispossession by summary proceedings, or otherwise, Tenant shall, nevertheless, remain and continue liable to Landlord in a sum equal to all annual minimum rental and additional rent herein reserved for the balance of the Term herein demised as the same may become due and payable pursuant to the provisions of this Lease. Landlord may repair or alter the Demised Premises in such manner as to Landlord may deem necessary or advisable, and/or let or re-let the Demised Premises and any and all parts thereof for the whole or any part of the remainder of the original Term hereof or for a longer period, in Landlord's name, or as the agent of Tenant, and, out of any rent so collected or received, Landlord shall, first, pay to itself, the expense and cost of retaking, repossessing, repairing and/or altering the Demised Premises, and the expense of removing all persons and property therefrom, second, pay to itself, any cost or expense sustained in securing any new tenant or tenants, and third, pay to itself, any balance remaining on account of the liability of Tenant to Landlord for the sum equal to the annual minimum rental and additional rent reserved herein and unpaid by Tenant for the remainder of the Term herein demised. Any entry or re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability hereunder

Section 15 03 Should any rent so collected by Landlord after the payment aforesaid be insufficient fully to pay to Landlord a sum equal to all annual minimum rental and additional rent herein reserved, the balance or deficiency shall be paid by Tenant on the rent days herein specified, that is, upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing and Tenant shall be and remain liable for any such deficiency, and the right of Landlord to recover from Tenant the amount thereof, or a sum equal to the amount of all annual minimum rental and additional rent herein reserved if there shall be no re-letting, shall survive the issuance of any dispossessionary warrant or other termination hereof

Section 15 04 Suit or suits for the recovery of such deficiency or damage, or for a sum equal to any installment or installments of annual minimum rental or additional rent due and owing hereunder, may be brought by Landlord from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date on which this Lease or the Term hereof would

have expired by limitation had there been no such default by Tenant or no such termination or cancellation

Section 15 05 Tenant hereby expressly waives service of any notice of intention to re-enter subsequent to the giving of the aforesaid notices under Section 15 01 above Tenant hereby expressly waives any and all right to recover or regain possession of the Demised Premises or to reinstate or to redeem this tenancy or this Lease as is permitted or provided by or under any statute, law, or decision now or hereafter in force and effect

Section 15 06 Tenant shall reimburse Landlord, within ten (10) business days following written demand, for any reasonable counsel fees or reasonable collection charges incurred or expended by Landlord by reason of Tenant's default in the performance of any provision, covenant, or condition of this Lease and any such amounts, at the option of Landlord, may be recovered in the same action or proceeding forming the basis of the default or in another action or proceeding, provided Landlord is the prevailing party

Section 15 07 Landlord shall reimburse Tenant, within ten (10) business days following written demand, for any reasonable counsel fees or reasonable collection charges incurred or expended by Tenant by reason of Landlord's default in the performance of any provision, covenant, or condition of this Lease and any such amounts, at the option of Tenant, may be recovered in the same action or proceeding forming the basis of the default or in another action or proceeding, provided Tenant is the prevailing party

Section 15 08 Notwithstanding any other remedy provided for hereunder and without the requirement of notice, except as provided in this Section, if Tenant shall not comply with any of its obligations hereunder, Landlord shall have the right, at Landlord's sole option, after ten (10) business days notice to Tenant, to cure such breach at Tenant's expense Tenant shall reimburse Landlord, within ten (10) business days following demand, as additional rent, for all costs and expenses incurred by Landlord in curing such breach, together with interest computed thereon at the rate of three (3%) percent above the Prime Rate publicly announced by Manufacturer's Hanover Trust Company, or its successor

Section 15 09 The rights and remedies whether herein or elsewhere provided in this Lease shall be cumulative and the exercise of any one right or remedy shall not preclude the exercise of or act as a waiver of any other right or remedy of Landlord hereunder, or which may be existing at law, or in equity, by statute or otherwise

ARTICLE 16 WAIVER OF TRIAL BY JURY

Section 16 01 It is mutually agreed by and between Landlord, Tenant and any guarantor of the obligations of Tenant hereunder, that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by the parties hereto on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage, and any emergency or statutory remedy

ARTICLE 17 ACCESS TO PREMISES

Section 17 01 Landlord and its designees shall have the right upon reasonable notice at reasonable times during Tenant's normal business hours, except in cases of emergency, to enter upon the Demised Premises at all times to inspect and examine same, to make repairs, additions, alterations, or improvements as permitted under this Lease to the Demised Premises or the Buildings upon the Demised Premises Landlord's rights of entry as aforesaid, and the taking of all property into and upon the Demised Premises that may be required in connection therewith, shall not be considered an eviction of Tenant, in whole or in part, constructive or otherwise, and Landlord shall not be liable to Tenant for any expense, damage, or loss or interruption of the business of Tenant by reason thereof (except if caused by the wilfull or intentional acts of Landlord or its

agents), and the rent reserved hereunder shall continue without abatement during the period of any such entry and while such repairs, alterations, improvements or additions are being made. Landlord or Landlord's designees shall have the right to enter the Demised Premises at all times to show the Demised Premises to prospective purchasers or lessees of the building of which the Demised Premises form a part. During the six month period prior to the expiration of the Term hereof, Landlord may, upon reasonable notice, at reasonable times, during Tenant's normal business hours, exhibit the Demised Premises to prospective tenants and Landlord may place upon the Demised Premises notices reading, "To Let" or "For Rent", which notices Tenant shall allow to be posted conspicuously without molestation.

ARTICLE 18 REQUIREMENTS OF LAW - INSURANCE REQUIREMENTS

Section 18 01 Subsequent to the commencement of the term hereof, Tenant covenants and agrees to comply with all laws, orders, and regulations of federal, state, city, county, governmental and municipal authorities, fire insurance rating organizations and fire insurance underwriters, and insurance companies issuing coverage respecting the Demised Premises and Tenant shall make all alterations or installations necessary to comply therewith. Tenant shall secure all permits or approvals necessary to operate its business within the Demised Premises.

Section 18 02 Tenant, after notice to Landlord, may by appropriate proceedings conducted promptly at Tenant's own expense, in Tenant's name and/or (whenever necessary) Landlord's name, contest in good faith the validity or enforcement of any such law, ordinance, requirement, order, direction, rule or regulation as set forth in Section 18 01, provided such deferment shall not subject Landlord to a fine or other criminal liability, and (ii) Tenant shall be diligently prosecuting such contest to a final determination by a court, department or governmental authority or body having jurisdiction thereof, and (iii) Tenant shall have furnished Landlord with such security, by bond, appropriate indemnity or otherwise, as Landlord may reasonably request.

Section 18 03 No abatement, diminution, or reduction in annual minimum rental or any sums constituting additional rent shall be claimed by or allowed to Tenant for any inconvenience or interruption, cessation or loss of business caused directly or indirectly, by any present or future laws, ordinances, rules or regulations, requirements or orders of the federal, state, county, township or municipal governments or any other lawful authority whatsoever, or by priorities, rationing, or curtailment of labor or materials, or by war, civil commotion, strikes or riots, or any manner or thing resulting therefrom, or by any other cause or causes beyond the control of Landlord or Tenant, nor shall this Lease be affected by any such causes.

ARTICLE 19 NOTICES

Section 19 01 All notices to be given pursuant to this Lease shall be in writing and sent by prepaid certified or registered U S mail to the address of the parties below specified or at such other address as may be given by written notice in the manner prescribed in this paragraph. Notices shall be effective upon receipt thereof. Landlord's address for notice shall be c/o National Realty & Development Corp, 80 Field Point Road, Greenwich, Connecticut 06830. Tenant's address for notices shall be the address first set forth above for Tenant and a duplicate copy thereof shall be sent to Greenbaum, Rowe, Smith, Ravin, Davis & Bergstein, Engelhard Building, P O Box 5600, Woodbridge, New Jersey 07095.

ARTICLE 20 MEMORANDUM OF LEASE

Section 20 01 Tenant agrees not to record this Lease. The parties agree, upon request of either, to execute, in recordable form, a short form lease entitled "Memorandum of Lease", it being the intention of the parties that this Lease will not be recorded, but only a memorandum thereof. Such Short Form Lease shall contain those provisions of this Lease as shall be desired in the reasonable discretion of counsel for the parties hereto, provided that in no event shall such Short Form Lease contain any provisions relevant to the annual minimum rent and/or additional rent payable under this Lease.

ARTICLE 21 END OF TERM HOLDOVER

Section 21 01 Upon the expiration or other termination of the Term of this Lease Tenant shall quit and surrender to Landlord the Demised Premises, together with all buildings and improvements thereon, "broom-clean" and in good order and condition, wear and tear and damage by the elements excepted. If the last day of the Term of this Lease falls on a Sunday, or legal holiday, this Lease shall expire on the business day immediately following. Tenant shall remove all property of Tenant and, failing to do so, Landlord may cause all of the said property to be removed at the expense of Tenant. Tenant shall pay all costs and expenses thereby incurred. Any property not so removed shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord as Landlord, in its sole discretion, shall determine and Tenant hereby releases Landlord from all claims for loss or damage to such property arising out of such retention or disposition thereof. Tenant's obligations under this Article shall survive the expiration or other termination of the Term of this Lease.

Section 21 02 If Tenant remains in possession of the Demised Premises at the expiration of the Term hereof, Tenant, at Landlord's option, shall be deemed to be occupying the Demised Premises as a tenant from month to month, at a monthly rental equal to twice the sum of the monthly installment of annual minimum rent payable during the last month of the Term hereof. In the event of such holdover, Tenant's occupancy of the Demised Premises, except as aforesaid, shall be subject to all other conditions, provisions and obligations of this Lease, but only insofar as the same are applicable to a month to month tenancy. Such month to month tenancy shall be terminable by Landlord upon one (1) month's notice to Tenant, and if Landlord shall give such notice, Tenant shall quit and surrender the Demised Premises to Landlord as above provided.

ARTICLE 22. RELATIONSHIP OF PARTIES

Section 22 01 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as constituting the Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint venturers between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times be and remain that of Landlord and Tenant only.

ARTICLE 23 SIGNS

Section 23 01 Tenant shall not place, install or maintain any sign upon or outside the Demised Premises or in the Shopping Center until approved by Landlord, which approval shall not be unreasonably withheld, nor shall Tenant place, install, or maintain any awning, canopy, aerial, antenna, or the like in or upon the Demised Premises, except a music system antenna on the roof of the Demised Premises, not to exceed SIX (6) feet in height. Any sign must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction, and Tenant shall, at its expense, apply for and obtain all permits necessary in connection therewith. If Landlord shall submit to Tenant a general sign criteria or specification, Tenant shall comply therewith. Tenant shall be solely responsible for all maintenance and repairs respecting its signs. This Article shall not prohibit the display by Tenant of typical standard and customary paper window signs displayed in supermarkets.

Section 23 02 Landlord shall construct in the Common Areas adjacent to and in the general area of the entrance to the Shopping Center (basically as shown on Exhibit B attached hereto) a pylon sign identifying the Shopping Center (the "Pylon Sign"), subject to the provisions of applicable laws and subject to Landlord obtaining all required governmental permits, consents and approvals. The Pylon Sign adjacent to Evesham Avenue shall be the sole obligation of Landlord, it being understood that any additional Pylon Signs on White Horse Pike or anywhere else on the property shall be at the sole and absolute discretion of Landlord. The Pylon Sign shall identify the Shopping Center as Lions Head Plaza. Tenant shall be entitled to install and maintain its identification panel on the Pylon Sign provided however, that Tenant shall at all times be entitled to "second" billing thereon. The Pylon Sign may contain the identification panel or advertising sign of any other occupant or space within the Shopping Center. Any panel or identification sign installed by Tenant on the Pylon shall be maintained in good repair and in an attractive appearance by Tenant at the sole cost and expense of Tenant. All operational maintenance and repair costs attributable to, appurtenant to or arising out of the Pylon Sign shall be a Common Area Operating Cost, subject to reimbursement in accordance with the provisions of Article 12 hereof, excepting the specific obligations of Tenant respecting its panel thereon.

ARTICLE 24 CAPTIONS

Section 24 01 The Article captions contained herein are for convenience only and do not define, limit, or construe the contents of such Articles and are in no way to be construed as a part of this Lease

ARTICLE 25 DEFINITIONS

Section 25 01 Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires

Section 25 02 If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law

ARTICLE 26 AUTHORITY TO EXECUTE

Section 26 01 Landlord and Tenant do hereby respectively represent to the other that it has the capacity to enter into this Agreement

ARTICLE 27 ENTIRE AGREEMENT

Section 27 01 This instrument of Lease contains the entire and only agreement between the parties concerning the Demised Premises No prior oral or written statements or representation, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect This Lease shall not be modified in any way, except by a writing executed by Landlord and Tenant No oral agreement or representations shall be deemed to constitute a lease other than this agreement This agreement shall not be binding until it shall have been executed and delivered by Landlord and Tenant The submission of this Lease to Tenant prior to its execution by Landlord shall not be an offer to lease

ARTICLE 28 SUCCESSORS IN INTEREST

Section 28 01 All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns, as the case may be In the event Landlord or any successor-lessor (owner) of the Demised Premises shall convey or otherwise dispose of the Demised Premises and/or the Shopping Center and/or the Tax Lot of which the Demised Premises forms a part, all liabilities and obligations thereafter accruing of Landlord or such successor-lessor (owner), as Landlord under this Lease shall terminate upon such conveyance or disposal and written notice thereof to Tenant

Section 28 02 If Landlord, or any successor in interest to Landlord, shall be an individual, joint venturer, tenancy-in-common, trustee, corporation, firm or partnership, general or limited, there shall be no personal liability on the part of such individual or on the part of any members of such joint venture, tenancy-in-common, trustee, trust, corporation, firm or partnership, as to any of the provisions, covenants or conditions of this Lease Tenant hereby acknowledges that it shall look solely to the real property interest of Landlord in the Shopping Center for the satisfaction or assertion of any claims, rights and remedies of Tenant against Landlord, in the event of breach by Landlord of any of the provisions, covenants or conditions of this Lease

ARTICLE 29 TENANT'S ADDITIONAL COVENANTS

Section 29 01 Tenant covenants and agrees for itself, its officers, employees, contractors, agents, servants, licensees, invitees, sub-tenants, concessionaries, and all others doing business with Tenant (hereinafter for the purposes of this Article, collectively referred to as "Tenant") that

(a) Tenant shall not encumber or obstruct the Shopping Center or sidewalks in and about the Demised Premises provided, this provision shall not prohibit the usual and customary storage of shopping carts,

(b) Tenant shall not permit any deliveries to be made through the front entrance of the Demised Premises unless there is no access thereto otherwise,

(c) Tenant shall not cause or permit trash, refuse, dirt or other rubbish to accumulate on the Demised Premises or in the Shopping Center and shall cause same to be promptly removed provided that this Section shall not prohibit the Tenant from using the compactors shown on either the Plot Plan or the Foot Print,

(d) Tenant shall not injure, overload, deface, commit waste or otherwise harm the Demised Premises or any part thereof,

(e) Tenant shall not commit any nuisance,

(f) Tenant shall not permit the emission from the Demised Premises of any objectionable noise or odor,

(g) Tenant shall not burn any trash, rubbish, dirt or refuse within the ShoppingCenter,

(h) Tenant shall conform and comply with all reasonable and non-discriminatory and uniformly applicable rules and regulations which Landlord may promulgate for the management and use of the Shopping Center provided same do not interfere with the rights of Tenant to use and occupy the Demised Premises and Common Areas as provided in this Lease,

(i) Tenant shall not use any advertising medium that may constitute a nuisance, such as loudspeakers, sound amplifiers or phonographs in a manner to be heard outside the Demised Premises

ARTICLE 30 NO BROKER

Section 30 01 The parties agree that this lease was brought about without the services of a broker and that no brokerage commission is due as a result of the execution of this lease

ARTICLE 31 EXTENSION OPTIONS

Section 31 01 Tenant shall have the option provided it is not in default hereunder, to extend this lease for TWO (2) successive additional terms of TEN (10) years each, upon the same terms and conditions as provided herein, except for the annual minimum rental which shall be as hereinbelow set forth and except that Tenant shall have no further extension options Tenant shall give written notice to Landlord not less than one (1) year prior to the last day of the initial term, or the last day of the term as previously extended, of its election to extend the term hereof, or such options shall be deemed waived If Tenant shall not have effectively exercised any particular option of Tenant to extend the term of this lease before the last date otherwise provided in this Section for the exercise of such option (the "Original Deadline"), then the "Extended Deadline" shall be the later of (a) the Original Deadline, or (b) the fifteenth day following receipt by Tenant of notice from Landlord, referring to this Section and stating that Landlord has not, as of the date of mailing said notice, received effective notice from Tenant of its election to exercise its option to extend the term of this lease, and Tenant's right to effectively exercise such option in the manner otherwise provided in this lease shall continue until the Extended Deadline If Tenant shall exercise such extension options, the parties will, at the request of either, execute an agreement in form for recording, evidencing such extension or extensions If Tenant shall exercise such extension options, all references in this Lease to the term hercof shall be deemed to mean the term as so extended, except where expressly otherwise provided.

Section 31 02 The annual minimum rental payable during the extension terms, if exercised, shall be as follows

A For the FIRST (1st) through FIFTH (5th) years of the first extension term, FOUR HUNDRED FIFTY TWO THOUSAND SEVEN HUNDRED NINETY and 00/100 (\$452,790.00) DOLLARS per annum - THIRTY SEVEN THOUSAND SEVEN HUNDRED THIRTY TWO and 50/100 (\$17,732.50) DOLLARS per month,

B For the SIXTH (6th) through TENTH (10th) years of the first extension term, FOUR HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED FIFTY and 00/100 (\$473,850 00) DOLLARS per annum - THIRTY NINE THOUSAND FOUR HUNDRED EIGHTY SEVEN and 50/100 (\$39,487 50) DOLLARS per month,

C. For the FIRST (1st) through FIFTH (5th) years of the second extension term, FOUR HUNDRED NINETY FOUR THOUSAND NINE HUNDRED TEN and 00/100 (\$494,910 00) DOLLARS per annum - FORTY ONE THOUSAND TWO HUNDRED FORTY TWO and 50/100 (\$41,242 50) DOLLARS per month,

D For the SIXTH (6th) through TENTH (10th) years of the second extension term, FIVE HUNDRED FIFTEEN THOUSAND NINE HUNDRED SEVENTY and 00/100 (\$515,970 00) DOLLARS per annum - FORTY TWO THOUSAND NINE HUNDRED NINETY SEVEN and 50/100 (\$42,997 50) DOLLARS per month

ARTICLE 32 EASEMENTS FOR UTILITIES

Section 32 01 Landlord or its designee shall have the right upon reasonable notice to Tenant and Tenant shall permit Landlord or its designee to use, maintain and repair, pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises as and to the extent that Landlord may now or hereafter deem necessary or appropriate for the use or proper operation and maintenance of the Shopping Center Landlord's rights under this Article shall be exercised, as far as practicable, in such manner as to avoid unreasonable interference with Tenant's use and occupancy of the Demised Premises Landlord shall make all repairs to the Demised Premises occasioned by Landlord's entry pursuant to the provisions of this Section

ARTICLE 33 PERCENTAGE RENT

Section 33 01 (A) In addition to the annual minimum rental specified above, Tenant covenants and agrees to pay Landlord ONE (1%) PERCENT of Gross Sales, (as hereinafter defined) in excess of the following sums, within sixty (60) days following the expiration of each Lease Year

(1) During the first FIVE (5) years of the initial term hereof - TWENTY EIGHT MILLION TWO HUNDRED FIFTY THREE THOUSAND and 00/100 (28,253,000 00) DOLLARS,

(2) During the second FIVE (5) years of the initial term hereof - TWENTY NINE MILLION NINE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED and 00/100 (\$29,937,800 00) DOLLARS

(3) During the third FIVE (5) years of the initial term hereof - THIRTY ONE MILLION SIX HUNDRED TWENTY TWO THOUSAND SIX HUNDRED and 00/100 (\$31,622,600 00) DOLLARS,

(4) During the last FIVE (5) years of the initial term hereof -THIRTY THREE MILLION THREE HUNDRED SEVEN THOUSAND FOUR HUNDRED and 00/100 (\$33,307,400 00) DOLLARS,

(5) During the first FIVE (5) years of the first extension term, if exercised - THIRTY FOUR MILLION NINE HUNDRED NINETY TWO THOUSAND TWO HUNDRED and 00/100 (\$34,992,200 00) DOLLARS,

(6) During the second FIVE (5) years of the first extension term, if exercised - THIRTY SIX MILLION SIX HUNDRED SEVENTY SEVEN THOUSAND and 00/100 (\$36,677,000 00) DOLLARS,

(7) During the first FIVE (5) years of the second extension term, if exercised - THIRTY EIGHT MILLION THREE HUNDRED SIXTY ONE THOUSAND EIGHT HUNDRED and 00/100 (\$38,361,800 00) DOLLARS, and

(8) During the last FIVE (5) years of the second extension term, if exercised - FORTY MILLION FORTY SIX THOUSAND SIX HUNDRED and 00/100 (\$40,046,600 00) DOLLARS

Tenant shall have the right to deduct from Percentage Rent payable by Tenant for the relevant Lease Year, the Real Estate Taxes paid by Tenant pursuant to the provisions of Article 14 hereof, provided that such right to deduct from Percentage Rent shall be non-cumulative and shall apply only to the Real Estate Taxes paid during the relevant Lease Year

A "Lease Year" shall be defined as the annual period beginning on the commencement date of this Lease and expiring on the day preceeding the first annual anniversary thereof. Each succeeding corresponding annual period shall be deemed a Lease Year

(B) Should Tenant, for any period during the term hereof, vacate the Demised Premises or cease operating its business in the entire or any appreciable portion of the Demised Premises (except during any time when the Demised Premises may be untenable by reason of fire or other casualty, condemnation or for more than thirty (30) days except if due to repairs or renovation), then (without limiting any other liability provided for in this Lease), Tenant shall pay Landlord for each month or fraction thereof (fractional months being prorated) during such period, the greater of (a) a sum per month equal to one-twelfth (1/12) of the highest percentage rent paid or payable hereunder during the last three preceding lease years, or (b) the relevant percentage of gross sales during the preceding month in excess of 1/12th of the gross sales base set forth above

(C) The term "gross sales" shall be defined as the dollar aggregate of the sales prices of all goods, wares, services, and merchandise sold by Tenant or any sub-tenant, concessionaire, licensee, demonstrator or other occupant of the Demised Premises, in, at, from, on, or upon the Demised Premises, whether made for cash, or credit, or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to, such sales (1) where the orders therefor originate at and are accepted by Tenant in the Demised Premises, but delivery or performance thereof is made from or at any place other than the Demised Premises, (2) pursuant to mail, telegraph, telephone, or other similar orders received or filled at or from the Demised Premises, (3) as a result of transactions originating from or upon the Demised Premises, and/or (4) transactions in the normal and customary course of its business operations would credit or attribute to its business upon or from the Demised Premises, or any parts thereof

(D) The term "gross sales" shall also include Tenant's share of receipts by Tenant from vending machines, whether such receipts be a percentage of the income therefrom, a specific fee per unit, or otherwise

(E) The term "gross sales" shall not include (1) sales of fixtures after use thereof in the conduct of Tenant's business in the Demised Premises, or (2) discount sales to employees, or (3) proceeds of insurance, or (4) inter-company transfers of food or inventory, Gross Sales shall be reduced by voids or returns

(F) There may be deducted from gross sales the amount of any city, county, state, or federal sales, luxury or excise tax on such sales which is required to be collected from the customer (whether included in the purchase price or stated separately therefrom) and paid to the taxing authority by Tenant

(G) Tenant shall keep in the Demised Premises or at the address above, a permanent, accurate set of books and records of Tenant's business operations attributable to the Demised Premises and pertaining to gross sales and all supporting records, including without limitation, purchase orders, invoices and other data respecting inventory, excise tax, sales tax, business and occupation tax and income tax returns and reports, and such books and records will be kept, retained and preserved on micro film or related system for at least three (3) years after the percentage rent period to which such records relate. Tenant shall furnish to Landlord, no later than sixty (60) days following each lease year, a complete true, and accurate written statement of all gross sales as herein defined, made during the previous lease year from the Demised Premises, and all deductions therefrom, which statement shall be certified by Tenant's Chief Financial Officer or Treasurer. Should Landlord request from Tenant in writing a report of Tenant's gross sales for any period less than a full lease year, then Tenant agrees to provide Landlord with same, provided that Landlord may not request same more often than once in any lease year. All such books and records shall be open to inspection and audit by Landlord and its agents at all times, at reasonable hours, not to exceed one (1) time per Lease Year, provided Landlord shall give at least ten (10) days

2
R. U

notice in writing to Tenant of its desire to examine said gross sales records

(H) Landlord shall have the right to make a special audit, by auditors selected by Landlord, of all books and records of Tenant, pertaining to this store only, except that this provision shall not deprive Landlord of access to the general books and records of Tenant to the extent that same contain information pertaining to this store only. If any such statement is found to be incorrect to an extent of more than one (1%) percent over the figures submitted by Tenant, Tenant shall pay for such special audit, and if such special audit verifies Tenant's statement to be correct or to vary not more than one (1%) percent, the expense of such audit shall be borne by Landlord. If such audit shall show a deficiency in percentage rent for the period covered the amount thereof shall be paid by Tenant within FIFTEEN (15) business days following written request. If such audit shall show percentage rent to be overpaid, the excess may be applied to any amount due to Landlord by Tenant.

ARTICLE 34 FORCE MAJEURE - TENANT

Section 34 01 If Tenant shall be delayed in the performance of its repair obligations as specified under this Lease or in opening for business at the commencement of the term hereof, caused by strike, riots, acts of God, shortages of labor or materials, national emergency, governmental restrictions, laws or regulations, the act or failure to act of Landlord or any other cause or causes beyond Tenants control, such delay shall not be a violation of this Lease and the time periods set forth in this Lease for any such work or for the opening for business shall at Tenants option be extended for a period of time equal to the period of delay, provided that this Article shall in no event extend or affect the dates upon which Tenant shall be obligated to pay minimum or additional rent under this Lease.

ARTICLE 35 EXCLUSIVE

Section 35 01 Provided Tenant is then operating a food supermarket within the Demised Premises and Tenant is not otherwise in default under this Lease, Landlord agrees that it shall not lease any premises within the Shopping Center as a food supermarket, convenience food store (similar to what is presently operated by 7-11), butcher shop, produce store (for sale of fresh fruits and vegetables), delicatessen (primarily devoted to take-out, it being understood that a take out department as an adjunct to a delicatessen restaurant shall not violate this provision), cheese shop, seafood or fish store, bakery or bagel shop. The foregoing provisions shall not be applicable to the premises within the Shopping Center presently leased to Caldor, nor shall same prohibit the incidental sale of items typically sold in such stores by other tenants of the Shopping Center whose primary uses are not as set forth above, nor shall same prohibit a restaurant of any type. If the provisions of this Section shall be violated, Tenant's sole remedies shall be an action at law for damages, or, an action for injunctive relief, it being understood that Tenant shall not have the right to withhold rent or terminate this lease as a result thereof.

ARTICLE 36 FUTURE EXPANSION

Section 36 01 Provided Tenant is not in default under this Lease, Tenant shall have the right to construct an addition onto the Demised Premises within the area designated "Future Expansion" on Exhibit B attached hereto (said addition being hereinafter referred to as the "Expansion"). The Expansion shall not exceed 5,000 square feet of floor area and shall not be more than 35 feet in frontage and width.

Section 36 02 The Expansion shall be constructed by Tenant at the sole cost and expense of Tenant, subject to and in accordance with Section 6 01 of this Lease. The Expansion shall be constructed in full compliance with all laws, rules, regulations and codes of all governmental authorities and fire insurance rating boards and bureaus having jurisdiction. Prior to commencement of construction of the Expansion, Tenant shall deliver to Landlord either the originals or certified copies of all governmental permits, consents or approvals, all of which shall be secured by and at the sole cost and expense of Tenant.

Section 36 03 Prior to commencement of construction, Tenant shall submit to Landlord detailed Plans and Specifications for the Expansion, prepared by a licensed architect. The Expansion and the Plans and Specifications therefor shall be architecturally consistent and compatible with the balance of the Demised Premises. Landlord shall have the right to approve said Plans and Specifications, prior to commencement of construction, which approval shall not be unreasonably withheld. It is understood that if any mortgagee holding a mortgage upon the

Demised Premises shall refuse to consent to such Plans and Specifications, Landlord shall not be deemed to have been unreasonable in withholding its consent. After approval of such Plans and Specifications, there shall be no deviation therefrom, except with the prior written approval of Landlord, subject to the provisions of this Section.

Section 36 04 The Expansion shall be deemed part of the Demised Premises and subject to all rights and obligations of Landlord and Tenant as set forth in this Lease, except as expressly provided in this Article. The determination of all proportionate shares of Tenant set forth in this Lease shall include the Expansion from and after the date that said Expansion shall be substantially completed by Tenant.

Section 36 05 Notwithstanding the provisions of Section 6 03 of this Lease, it is understood that Tenant shall make all repairs and replacements in accordance with the obligations of Tenant under Section 6 04 hereof to the Expansion and the original Demised Premises which arise out of or are attributable to the construction of the Expansion by Tenant.

Section 36 06 Any and all specifically identifiable taxes arising out of or attributable to the Expansion shall be payable solely by Tenant, including without limitation, any and all taxes described in Section 14 04 of this Lease.

Section 36 07 During construction of the Expansion Tenant shall reimburse Landlord, within fifteen (15) business days following request, for all additional premiums, if any, attributable to the placement of Builders Risk Endorsements upon the property insurance coverage and any Endorsements of Liability Insurance necessary to recognize that the Expansion is under construction and afford the parties required to be named under this Lease as additional insureds with the coverages specified in this Lease.

ARTICLE 37 PARKING RATIO

Section 37 01 It is understood that Landlord shall construct the Common Areas of the Shopping Center to initially provide not less than five (5) parking stalls for each 1,000 square feet of rentable square footage within the Shopping Center and Landlord shall, throughout the term of this Lease, maintain such ratio, subject to the provisions of Article 10 of this Lease.

ARTICLE 38 TITLE, ETC.

Section 38 01 Landlord's Title Landlord hereby represents to Tenant that Landlord has a contract to acquire or ground lease the Shopping Center. Landlord further represents to Tenant as follows:

- (A) that the Shopping Center, the Demised Premises, and all rights of Tenant hereunder are free and clear of all encumbrances and restrictions (whether contained in deeds, leases or other instruments or agreements), except those described in Exhibit A, and
- (B) that Landlord and each person executing this Lease on behalf of Landlord (or in any representative capacity) have full right and lawful authority to execute this Lease, and
- (C) that there is now presently known to Landlord, no legal impediment whether arising out of any matter described in Exhibit A, or out of any building, zoning, fire, health, safety or environmental protection law, or otherwise) to the construction and use of the Demised Premises, the Common Areas and the Shopping Center for their intended purposes and in accordance with the provisions of this Lease, or to the exercise and enjoyment by Tenant of its rights and privileges under this Lease, and
- (D) that, as of the Commencement Date, Landlord shall have complied with all federal, state and local environment laws, ordinances and regulations applicable to the Demised Premises (as a building rather than for any particular use) and applicable to the Shopping Center, so that the Shopping Center and the business to be conducted by Tenant from the Demised Premises may be operated in a normal manner and without hindrance or molestation from any person or entity on account of any failure to comply with any of the same, and
- (E) that Landlord will not make or enter into any agreement or lease which is

~~in~~ consistent with any of Tenant's rights or privileges under this Lease

Landlord acknowledges that Tenant has relied on each of the foregoing covenants, warranties and representations in executing this Lease, and that each of the same is material

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written

WITNESS

ROBERT C. BAKER, INDIVIDUALLY (UTA 3/15/84) AND AS MANAGING PARTNER OF BAKER 1985 FAMILY PARTNERSHIP, HARVEY B OSHINS, GREGORY J STEPIC, JOHN G ORRICO and MARC GOLDEN, as Tenants in Common

Christine M. Invernò

By

[Signature]
ROBERT C. BAKER

Christine M. Invernò

By

[Signature]
HARVEY B OSHINS

~~ATTEST WITNESS~~

MAYFAIR SUPER MARKETS, INC.

[Signature]

By

[Signature]
MICHAEL SHAPIRO
EXECUTIVE VICE PRESIDENT

~~ASSISTANT SECRETARY~~

[Handwritten initials]

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS

BE IT REMEMBERED, that on this 21st day of November, 1986, before me, the subscriber personally appeared ROBERT C BAKER, Individually (UTA 3/15/84) and as Managing Partner of Baker 1985 Family Partnership and HARVEY B OSHINS, who I am satisfied are the persons named in and who signed the within instrument, and, thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed

Christine M. Lovino
NOTARY PUBLIC

CHRISTINE M. LOVINO
Notary Public, State of Connecticut
My Commission Expires March 31, 1989

STATE OF NEW JERSEY)
COUNTY OF Middlesex) SS

BE IT REMEMBERED, that on the 21st day of November, 1986, before me, the subscriber, an Attorney-at-law of the State of New Jersey, personally appeared MICHAEL SHAPIRO, Executive Vice President of MAYFAIR SUPER MARKETS, INC., who, I am satisfied, is the person who signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of the authority of its board of directors

Paul W. Smith
AN ATTORNEY-AT-LAW
OF THE STATE OF NEW JERSEY

FF 8

EXHIBIT A

Legal Description

Being all that piece or parcel of land located in the Borough of Somerdale and Borough of Magnolia, all as shown on Preliminary Subdivision Plan prepared by Morton M Lyons and Associates dated August 6, 1981, being approximately 56 acres fronting on Evesham Avenue and White Horse Pike being Lots 3, 7, 8, 9, 10, 11, 12, 12A, 14, 15 and Lots 1 and 2 (Borough Lands) Block 1, Plate 1 and 2 of the Somerdale Borough Tax Map Also includes Lots 10, 11, 11A, 11B, 11C and 14, Block 44, Plate 3 and Lot 10 Block 43, Plate 4 of Magnolia Tax Map, excluding Lots 44 and 45 shown on the Morton M Lyons and Associates plan and a neck of land located at the easterly portion of the property within the 100 year flood hazard line shown on the Morton M Lyons and Associates plan A question of title exists with respect to said neck of land provided that to the extent Landlord acquires any right, title and interest in said neck of land, such right, title and interest shall be deemed subject to the within Lease

SUBJECT to modification at such time as Landlord obtains a more accurate survey and legal description of said premises

SUBJECT TO

- (1) Covenants, easements, restrictions and reservations, provided same do not reasonably interfere with Tenant's use and enjoyment of the Demised Premises as provided in this Lease
- (2) Utility and Drainage easements and/or agreements now existing and/or hereafter granted, and the installations and equipment made or installed pursuant thereto, provided same do not unreasonably interfere with Tenant's use and enjoyment of the Demised Premises as provided in this Lease
- (3) Any state of facts which an accurate survey of the premises might disclose, provided same do not unreasonably interfere with Tenant's use and enjoyment of the Demised Premises as provided in this Lease

8

EXHIBIT C

Construction - Plans and Specifications

It is the intention of the parties that the Demised Premises to be constructed by Landlord for Tenant pursuant to the Lease to which this Exhibit C is attached shall be designed in accordance with the following procedure for the development of Plans and Specifications based upon the following, all of which items taken together are herein collectively referred to as the "Outline Plans and Specifications" and which shall govern and describe the scope of the work to be performed by Landlord under the within Lease

- (1) ~~Foodtown~~ ^{Footprint} Plan FP-1 dated 10/16/86 prepared by The Ives Group
- (2) Drawing List dated 11/3/86 attached hereto and made a part hereof as Exhibit C-1, except that the Structural Drawings shall be subject to the same concept for revision set forth in Paragraph (5) below
- (3) Specifications for Mayfair Foodtown Market - Tenant, part of Raritan Center II, New Jersey, Route 206, Raritan Township, New Jersey, marked up and signed on 2/13/84 for Mayfair Foodtown at Hadley Center, South Plainfield, New Jersey, which Specifications are incorporated herein by reference as if the same were fully set forth herein at length
- (4) Amendment dated 11/3/86 entitled "Mayfair Foodtown, Lions Head Plaza, Somerdale, New Jersey", a copy of which is attached hereto and made a part hereof as Exhibit C-2
- (5) Mechanical Plans and Interior Architectural Details shall be furnished by Tenant to Landlord on or prior to ~~November 30~~ ^{December 3rd} 1986. If such Mechanical Plans and Interior Architectural Details shall be satisfactory to Landlord, same shall be utilized for the construction of the Demised Premises, otherwise Landlord may prepare Detailed Plans and Detailed Specifications utilizing the general criteria submitted by Tenant on said Mechanical Plans and Interior Architectural Details, but revised to the extent necessary to achieve the same general operational ability to Tenant, while enabling Landlord to determine the manner and design of the construction aspects of the Demised Premises it being intended that the utilization of the Mechanical Plans and Interior Architectural Details submitted by Tenant shall not expand Landlord's obligations and costs as contemplated by the parties

Landlord agrees that within a reasonable time after this Lease is executed, it will submit to Tenant for Tenant's approval Detailed Plans and Detailed Specifications, which Detailed Plans and Detailed Specifications shall be in conformity with said Outline Plans and Specifications. If within ten (10) days after the receipt by Tenant of said Detailed Plans and Detailed Specifications Tenant shall not give notice of any comments thereon, said Detailed Plans and Detailed Specifications shall be deemed approved by Tenant. If within thirty (30) days after the receipt by Tenant of said Detailed Plans and Detailed Specifications Tenant shall give Landlord notice of comments thereon, Landlord shall forthwith revise said Detailed Plans and Detailed Specifications in accordance with said comments to the extent that said comments shall be in conformity with said Outline Plans and Specifications, and said Detailed Plans and Detailed Specifications as so revised shall be deemed approved by Tenant. If Landlord shall submit to Tenant Detailed Plans and Detailed Specifications in installments, the aforesaid procedure and time limit for the commenting upon and approving of Detailed Plans and Detailed Specifications shall apply separately to each such installment.

The parties understand that deviations from the Outline Plans and Specifications shall be permitted to the extent that the same are required to conform to physical site conditions, climate conditions and building codes, rules, regulations, laws, ordinances, directives and requirements of any and all governmental or quasi-governmental boards, bodies or entities having jurisdiction over the Demised Premises and/or the Shopping Center of which said Demised Premises forms a part

EXHIBIT C-1

DRAWING LIST

11-3-86

Seagull Square Shopping Center

Prepared by Glucksman-Guzzo, P A

A-1	First Floor & Mezzanine Plan	7-25-86
A-2	Exterior Elevations	7-25-86
A-3	Room Finish & Door Schedule	7-25-86
A-4	Wall Section	7-25-86
A-5	Section & Details	7-25-86
A-6	Roof & Vestibule Plan, Stairs & Wall Section	7-25-86
A-7	Building Section & Interior Elevations	7-25-86
A-8	Typical Details	7-25-86
A-9	Underfloor Trenching Plan	7-25-86
A-10	Reflected ceiling Plan	7-25-86
A-11	Floor Tile & Painting Plan	7-25-86
A-12	Wall Sections	7-25-86
AP-1	Sanitary & Indirect Waste Plan	7-25-86
AP-2	Water & Gas Plan	7-25-86
AP-3	Plumbing Schedules, Notes & Details	7-25-86

Prepared by Clive Samuels and Associates

HVAC-1	HVAC Floor Plan	6-26-86
HVAC-2	HVAC Details & Specification	6-26-86
E-1	Lighting Floor Plans	7-15-86
E-2	Power Floor Plan	7-15-86
E-3	Refrigeration Control circuiting	7-15-86
E-4	Details & Part Plans	7-15-86
E-5	Schedules & Riser Diagram	7-15-86
E-6	Panel Schedules	7-15-86

LIONS HEAD PLAZA

Prepared by Chandu S Patel Associates

S-1	Roof Framing Plan	10-86
S-2	Receiving Platform, Mezzanine & High Roof	10-86
S-3	Canopy Framing Details	10-86
S-4	Superstructure Sections & Details	10-86

Handwritten signature or initials

EXHIBIT C-2
Mayfair Foodtown
Lion's Head Plaza
Somerdale, New Jersey

AMENDMENT

1I-05-86

- 1 Paving to be as required by site plans for Lions Head Plaza, Somerdale, New Jersey
- 2 Reference to the Owner's Architect is to be "Owner's Architect"
- 3 The greenhouse brick wall and special lighting at the entrance of Hadley Center store is deleted and a dry wall partition is substituted
- 4 The sales area ceiling is to be a standard 2'X4' white lay-in ceiling
- 5 Concealed sprinkler heads are included in the center of the 2' X 2' metal tiles
- 6 Include hood #2 over gas frier, a small hood over the counter top deep frier and deli-prep and a 4' X 8' hood over the deli-prep range and convection unit
- 7 Includes furnishing and installing the sky light over the meat cases
- 8 Includes providing VAT floors on courtesy area and entrance vestibule
- 9 Includes furnishing and installing twelve (12) outlets and installing twelve (12) lighted aisle directories which are supplied by others
- 10 Includes the wiring and hook up of four (4) lighted blackboards supplied by others
- 11 Includes wiring and hook up of three (3) lighted department signs supplied by others
- 12 The exterior finishes of the building and the structural design is per the landlord's requirements
- 13 Include final electrical plumbing connections to all equipment furnished and installed by the Tenant at a cost not to exceed \$20,000 00
- 14 The emergency generator is to be furnished by the Tenant and installed by the Landlord
- 15 Should any conflict arise between the drawings and the specifications, the specifications will take precedence
- 16 Should any conflicts arise between the drawings, specifications and the ammendment, the ~~ammendment will take precedence~~
- 17 There will be no radial tile on this project.
- 18 Mayfair Foodtown will delete the requirements for a mud job for the ceramic tile work and the ceramic tile will be thin set
- 19 The Tenant will pay to the Landlord for the above referenced work plus the differences between the Hadley center Store and this store the amount of \$122,500, **
- 20 Includes furnishing and installing of the Produce Dock
- 21 Includes furnishing and installing of the Cart Storage Structure

* Detailed Plans and Specifications prepared and approved in accordance with the provisions of this Lease *will take precedence*

** which amount shall be payable as follows

- all enclosed,*
- (a) \$61,250 on the date that ~~steel erection commences~~ for the Demised Premises, and
 - (b) \$61,250 on the date that the Demised Premises are substantially complete in accordance with the provisions of this Lease, but in no event later than the date that Tenant opens for business within the Demised Premises
- R 8*

EXHIBIT B-1

FLEMING COMPANIES
OUTSTANDING BALANCE
MINIMUM RENT AND ADDITIONAL RENT WITH RESPECT TO THE
PERIOD APRIL 01, 2003 (FILING OF CLAIM) THRU
APRIL 30,2003 (REJECTION OF LEASE)

206000 / 025

MINIMUM RENT

MINIMUM RENT \$0 00

TOTAL MINIMUM RENT \$0 00

ADDITIONAL RENT

Sewer Annual Fee 2003 (4/01/03 4/30/03)	\$	2 036 00	1 mos	\$	169 67
CAM 2nd Qtr 2003 (4/01/03 4/30/03)	\$	19 131 60	1 mos	\$	6 377 20
R/E Taxes 2nd Qtr 2003 (4/01/03 4/30/03)	\$	20 073 00	1 mos	\$	6 691 00
Sewer Usage 2nd Qtr 2003 (4/01/03 4/30/03)	\$	1 890 00	1 mos	\$	630 00

TOTAL ADDITIONAL RENT \$ 6,546 87

TOTAL MINIMUM RENT & ADDITIONAL RENT \$ 6 546 87

EXHIBIT B-2

**FLEMING COMPANIES
OUTSTANDING BALANCE POST REJECTION OF LEASE
MINIMUM RENT AND ADDITIONAL RENT WITH RESPECT TO THE
PERIOD MAY 1 2003 THRU MARCH 31 2008**

204090 / 010

MINIMUM RENT

MINIMUM RENT (5/1/03 12/31/03)	\$	35 977 50	8 mos	\$	287 820 00
MINIMUM RENT (1/1/04 12/31/07) = 4 yrs	\$	35 977 50	48 mos	\$	1 726 920 00
MINIMUM RENT (1/1/08 03/31/08)	\$	35 977 50	3 mos	\$	107 932 50

TOTAL MINIMUM RENT **\$ 2 122 672 50**

ADDITIONAL RENT

R/E TAXES (5/01/03 12/31/03)	\$	67 423 04		\$	67 423 04
R/E TAXES (1/01/04 12/31/04)	\$	91 098 04		\$	91 098 04
R/E TAXES (1/01/05 12/13/05)	\$	95 652 94		\$	95 652 94
R/E TAXES (1/01/06 12/13/06)	\$	95 652 94		\$	95 652 94
R/E TAXES (1/01/07 12/13/07)	\$	100 435 59		\$	100 435 59
R/E TAXES (1/01/08 03/31/07)	\$	100 435 59	3 mos	\$	25 108 90

Sub Total R/E Taxes **\$ 475 371 45**

C A M 5/01/03 12/31/03	\$	32 354 40		\$	32 354 40
C A M 2004	\$	56 932 00		\$	56 932 00
C A M 2005	\$	56 932 00	102 50%	\$	58 355 30
C A M 2006	\$	58 355 30	102 50%	\$	59 814 18
C A M 2007	\$	59 814 18	102 50%	\$	61 309 54
C A M 01/01/08 03/31/08	\$	15 327 38	102 50%	\$	15 710 57

Sub Total C A M **\$ 284 475 99**

Prop Ins (6/09/03 6/08/04)	\$	4 329 68		\$	4 329 68
Prop Ins (6/09/04 6/08/05)	\$	4 329 68	102 5%	\$	4 437 92
Prop Ins (6/09/05 6/08/06)	\$	4 437 92	102 5%	\$	4 548 87
Prop Ins (6/09/06 6/08/07)	\$	4 548 87	102 5%	\$	4 662 59
Prop Ins (6/09/07 3/31/08)	\$	3 781 17	102 5%	\$	3 875 70

Sub Total Property Insurance **\$ 21 854 76**

Sewer Annual Fee 2003 (5/01/03 12/31/03)	\$	2 036 00	8 mos	\$	1 357 33
Sewer Annual Fee 2004	\$	2 036 00		\$	2 036 00
Sewer Annual Fee 2005	\$	2 036 00		\$	2 036 00
Sewer Annual Fee 2006	\$	2 036 00		\$	2 036 00
Sewer Annual Fee 2007	\$	2 036 00		\$	2 036 00
Sewer Annual Fee 2008 (01/01/08 03/31/08)	\$	2 036 00	3 mos	\$	509 00

Sewer Usage 2003 (5/01/03 12/31/03)	\$	5 670 00		\$	5 670 00
Sewer Usage 2004	\$	1 860 00	4 Qtr	\$	7 440 00
Sewer Usage 2005	\$	1 860 00	4 Qtr	\$	7 440 00
Sewer Usage 2006	\$	1 860 00	4 Qtr	\$	7 440 00
Sewer Usage 2007	\$	1 860 00	4 Qtr	\$	7 440 00
Sewer Usage 2008 (01/01/08 03/31/08)	\$	1 860 00	1 Qtr	\$	1 860 00

Sub Total Sewer **\$ 47 300 33**

TOTAL ADDITIONAL RENT POST REJECTION **\$ 829 002 54**

TOTAL MINIMUM RENT & ADDITIONAL RENT POST REJECTION **\$ 2 951 675 04**

EXHIBIT B-3

FLEMING COMPANIES

**MINIMUM RENT AND ADDITIONAL RENT WITH RESPECT TO THE
PERIOD APRIL 1 2003 THRU MARCH 31 2004**

206000 / 025

MINIMUM RENT

MINIMUM RENT (4/01/03 3/31/04) \$ 35 977 50 12 mos \$ 431 730 00

TOTAL MINIMUM RENT \$ 431 730 00

ADDITIONAL RENT

R/E Tax 4/01/03 6/30/03 \$ 20 073 00 \$ 20 073 00
R/E Tax 7/01/03 9/30/03 \$ 23 675 02 \$ 23 675 02
R/E Tax 10/01/03 12/31/03 \$ 23 675 02 \$ 23 675 02
R/E Tax 01/01/04 03/31/04 E \$ 21 874 00 \$ 21 874 00

CAM 4/01/03 6/30/03 \$ 19 131 60 \$ 19 131 60
CAM 7/01/03 9/30/03 E \$ 8 500 00 \$ 8 500 00
CAM 10/01/03 12/31/03 E \$ 11 100 00 \$ 11 100 00
CAM 1/01/04 3/31/04 E \$ 18 200 00 \$ 18 200 00

Prop Ins (6/09/03 3/31/04) \$ 4 329 68 297 Days \$ 3 523 05

Sewer Annual Fee 2003 (4/01/03 12/31/03) \$ 2 036 00 9 mos \$ 1 527 00
Sewer Annual Fee 2004 (1/01/04 3/31/04) \$ 2 036 00 3 mos \$ 509 00

Sewer Usage 2nd Qtr 2003 (4/01/03 6/30/03) \$ 1 890 00 \$ 1 890 00
Sewer Usage 3rd Qtr 2003 (7/01/03 9/30/03) \$ 1 890 00 \$ 1 890 00
Sewer Usage 4th Qtr 2003 (10/01/03 12/31/03) \$ 1 890 00 \$ 1 890 00
Sewer Usage 1st Qtr 2004 (1/01/04 3/31/04) \$ 1 890 00 \$ 1 890 00

TOTAL ADDITIONAL RENT \$ 139 274 69

TOTAL MINIMUM RENT & ADDITIONAL RENT \$ 571 004 69

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

**In re Fleming Companies, Inc et al
Case No 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On August 1, 2005, document(s) were appended to Claim Number **1780** for the following reason(s)

- Stipulation and Agreement dated
- New Supporting Documents
- Change of Address
- Proof of Payment
- Other Docket Number 9397 and BMC Transfer Notice

Proof of Service

I, Lisa Ruppaner, am over the age of eighteen years and not a party to the within action. I am employed by Bankruptcy Management Corporation, the Official Noticing Agent of the Court, whose business address is 1330 East Franklin Avenue, El Segundo, California 90245. On 9/9/2004, I served a copy of the "Notice re Docket 9397" upon the following party

NATIONAL REALTY & DEVELOPMENT CORP
AGENT FOR ROBERT C BAKER ET AL
3 MANHATTANVILLE RD
PURCHASE, NY 10577-2117

THE STOP & STOP SUPERMARKET COMPANY LLC
ATTN MICHAEL J SAWYER
1385 HANCOCK
QUINCY, MA 02169

by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully pre-paid, and deposited in the mail in El Segundo, California

I declare under penalty of perjury that the foregoing is true and correct

Dated 9/9/2004

/s/Lisa Ruppaner
Lisa Ruppaner

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

FLEMING COMPANIES, INC , et al

Debtors

Chapter 11

**Case No 03-10945 (MFW)
(Jointly Administered)**

NOTICE OF TRANSFER OF CLAIM PURSUANT TO F.R.B.P. RULE 3001(E)(2)

Transferor Center 48 Limited Partnership
 c/o National Realty & Development Corp
 3 Manhattanville Road
 Purchase, NY 10577-2117

PLEASE TAKE NOTICE THAT all right, title and interest in and to the following claim in the amount of \$571,004 69 (unsecured non-priority) and \$6,546 87 (unsecured priority) has been transferred on August 2, 2004

- 1 Person or entity to whom the claim has been transferred ("**Transferee**")

The Stop & Shop Supermarket Company LLC
Attn Michael J Sawyer
1385 Hancock Street
Quincy, MA 02169

- 2 Person or entity from whom the claim has been transferred ("**Transferor**")

Center 48 Limited Partnership
c/o National Realty & Development Corp
3 Manhattanville Road
Purchase, NY 10577-2117

No action is required if you do not object to the transfer of your claim(s) IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM(S), WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, HOWEVER, YOU MUST

- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with
 Clerk of the Court
 United States Bankruptcy Court for the District of Delaware
 824 Market Street, 3rd Floor
 Wilmington, DE 19801

9397
ewd
9-1-04

- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE**
The Stop & Shop Supermarket Company LLC
Attn Michael J Sawyer
1385 Hancock Street
Quincy, MA 02169

**IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE
SUBSTITUTED AS THE CLAIMANT**

3 Type of Claim

Unsecured Non-Priority Claim in the amount of \$571,004 69, and
Unsecured Priority Claim in the amount of \$6,546 87 (attached hereto as
Exhibit A)

4 Person or entity that filed the claim ("**Original Creditor**")

National Realty & Development Corp ,
As Agent for Robert C Baker et al
3 Manhattanville Road
Purchase, NY 10577

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

5 A true copy of documents evidencing the transfer of the claim is attached hereto
as **Exhibit B**

Dated August 31, 2004

BIFFERATO, GENTILOTTI & BIDEN



Ian Connor Bifferato (#3273)

Garvan F McDaniel (#4167)

1308 Delaware Avenue

P O Box 2165

Wilmington, DE 19899

(302) 429-0907

- and -

SHERIN AND LODGEN LLP

Michael J Goldberg

Justin S Belair

101 Federal Street

Boston, MA 02110

(617) 646-2000

EXHIBIT A

UNITED STATES BANKRUPTCY COURT For the District of Delaware PROOF OF CLAIM

In re FLEMING COMPANIES, INC. Case Number 03-10945

NOTE: This claim 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.

Creditor Name: National Realty & Development Corp., as Agent for Robert C. Baker et al. Address Line 1: 3 Manhattanville Road. City, ST, ZIP: Purchase, New York 10577

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. Check box if you have never received any notices from the bankruptcy court in this case. Check box if the address differs from the address on the envelope sent to you by the court.

REC'D JUL 31 2003

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR. Check box if this claim replaces a previously filed claim dated _____.

1 BASIS FOR CLAIM: Goods sold, Personal injury/wrongful death, Return benefits as defined in 11 U.S.C. § 1114(a), Wages, salaries, and compensation (Fill out below), Money loaned, Other (Describe briefly): Lease-See Attached.

2 Date Debt Incurred (MM/DD/YY): 04/01/03. 3 If Court Judgment, Date Obtained.

4 CLASSIFICATION OF CLAIM: Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT THIS CASE FILED.

SECURED CLAIM: Attach evidence of perfection of security interest. Brief Description of Collateral: Real Estate, Motor Vehicle, Other (Describe briefly). Amount of mortgage and other charges or liens once filed included in secured claim above, if any \$: UNSECURED NONPRIORITY CLAIM: A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

UNSECURED PRIORITY CLAIM - Specify the priority of the claim: Wages, salaries, or compensation (up to \$4,600), earned not more than 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); Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4); 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)(5); Taxes or penalties of governmental units 11 U.S.C. § 507(a)(7); Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (1) Pre-rejection rent.

5 AMOUNT OF CLAIM AT THIS CASE FILED: (Secured) (Unsecured Nonpriority) (Unsecured Priority)

Check the box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making the proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7 SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, issued statements of running accounts, contracts, court judgments or evidence of security interests. If the documents are not available, explain in the documents are voluminous attach a summary.

8 11MP 31 AMP-1 D COPY: To receive an acknowledgment of the filing of your claim, enclosed a stamped, self-addressed envelope and copy of this proof of claim.

Date: 7/24/03. Sign and print the name and title (Name of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)) as Agent for National Realty & Development Corp., By: ROBERT C. BAKER, CEO

Penalty for procuring fraudulent claims: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

THIS SPACE IS FOR COURT USE ONLY

Fleming Companies Claim 01790

ATTACHMENT TO PROOF OF CLAIM
OF NATIONAL REALTY & DEVELOPMENT CORP , AS AGENT FOR ROBERT C
BAKER, ET AL , CREDITOR

DEBTOR FLEMING COMPANIES, INC

Fleming Compames, Inc ("Debtor") held the interest of tenant under that certain lease (herem referred as the "Lease") dated as of November 21, 1986, as amended and assigned to date by and between Center 48 Limited Partnership (successor-in-interest to Robert C Baker, et al), as landlord (the "Landlord"), and Debtor, as tenant, for premises situated at Route 30 and Route 544 in Somerdale, New Jersey (the "Leased Premises") A copy of the Lease is attached hereto as Exhibit A The Debtor filed its bankruptcy petition on April 1, 2003 and rejected the lease as of April 30, 2003

Creditor has an Unsecured Priority Claim in the amount of \$6,546,87 representing unpaid additional rent charges that are due from the Debtor for its use and occupancy of the Leased Premises for the period of April 1, 2003 through April 30, 2003 A schedule detailing these damages is attached hereto as Exhibit B-1

In addition, Creditor has an Unsecured Non-Priority Claim arising out of the rejection of the Lease by Debtor The Lease was rejected, effective as of April 30, 2003 At the time of the rejection, the stated expiration date of the term of the Lease was March 31, 2008 On account of such rejection, the Landlord has incurred damages in the amount of \$2,951,675 04, representing the unpaid obligations of the Debtor for minimum rent and additional rent from the date of Lease rejection through the original expiration date of the Lease, which was April 30, 2008 A schedule detailing these damages is attached hereto as Exhibit B-2 Landlord's claim for damages, however, is subject to the limitation provided in Section 502(b)(6) of the Bankruptcy Code, which limits a landlord's claim to the rent reserved under the Lease for (1) year following the date of bankruptcy filing, which totals \$571,004 69 (as detailed on Exhibit B-3) and is the amount for which Creditor makes this Unsecured Non-Priority Claim

**ATTACHMENT TO PROOF OF ADMINISTRATIVE CLAIM
OF NATIONAL REALTY & DEVELOPMENT CORP., AS AGENT FOR ROBERT C
BAKER, ET AL., CREDITOR**

DEBTOR FLEMING COMPANIES, INC.

Fleming Companies, Inc ("Debtor") held the interest of tenant under that certain lease (herein referred as the "Lease") dated as of November 21, 1986, as amended and assigned to date by and between Center 48 Limited Partnership (successor-in-interest to Robert C Baker, et al), as landlord (the "Landlord"), and Debtor, as tenant, for premises situated at Route 30 and Route 544 in Somerdale, New Jersey (the "Leased Premises") A copy of the Lease is attached hereto as Exhibit A The Debtor filed its bankruptcy petition on April 1, 2003 and rejected the lease as of April 30, 2003

Creditor has an Administrative Claim in the amount of \$6,546,87 representing unpaid additional rent charges that are due from the Debtor for its use and occupancy of the Leased Premises for the period of April 1, 2003 through April 30, 2003 A schedule detailing these charges is attached hereto as Exhibit B-1 Creditor previously included this claim as an "Unsecured Priority Claim" as part of its claim filed on July 25, 2003 Nothing contained in this claim supercedes or amends the remaining portion of Creditor's claim dated July 25, 2003 in the amount of \$571,004 69, representing damages arising out of Debtor's rejection of its lease with Creditor, which claim remains in full force and effect.

EXHIBIT B

EVIDENCE OF TRANSFER OF CLAIM

Pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, Center 48 Limited Partnership c/o National Realty & Development Corp (the "Transferor"), having an address for notice purposes at 3 Manhattanville Road, Purchase, NY 10577-2117, and The Stop & Shop Supermarket Company LLC (the "Transferee"), having an address for notice purposes at 1385 Hancock Street, Quincy, MA 02169, hereby acknowledge and confirm that Transferor has unconditionally and irrevocably transferred and assigned to Transferee all of Transferor's right, title and interest in claim nos 01780 and 16315, filed by Transferor on July 31, 2003, in the amount of \$571,004 69 and January 7, 2004, in the amount of \$6,546 87 respectively (the "Claim"), in the bankruptcy case *In re Fleming Companies, Inc , et al* , case no 03-10945, pending in the United States Bankruptcy Court for the District of Delaware

The Transferee has acquired the Claim pursuant to that certain Standstill Agreement, Contingent Settlement Agreement and Agreement Regarding Lease (the "Agreement") dated August 2, 2004, by and between the Transferor and the Transferee

The Transferor has waived and hereby expressly waives its right, pursuant to Rule 3001(e)(2) of the Bankruptcy Rules, to receive from the Clerk of the Court a notice of the filing of the evidence of transfer of the Proof of Claim and its right to object to such transfer within the twenty (20) day period set forth therein and Transferor stipulates that an order may be entered recognizing the transfer of the Claim as an unconditional transfer and the Transferee as the valid owner of the Claim

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This instrument is being executed in connection with the Notice Of Transfer Of Claim Pursuant To F R B P Rule 3001(e)(2) and is not intended to modify or otherwise affect the terms of the Agreement, which remain in full force and effect

Dated August ____, 2004

CENTER 48 LIMITED PARTNERSHIP
By Center 48 Corp , General Partner

By 
Name Robert C Baker
Title President

THE STOP & SHOP SUPERMARKET
COMPANY LLC

By _____
_____ Vice President

Attest _____
Michael J Sawyer
Assistant Secretary

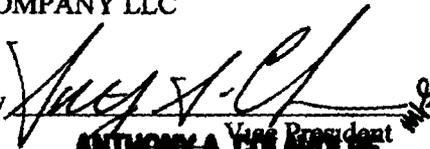
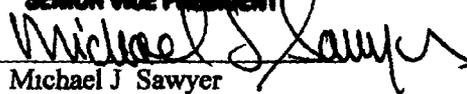
This instrument is being executed in connection with the Notice Of Transfer Of Claim Pursuant To F R B P Rule 3001(e)(2) and is not intended to modify or otherwise affect the terms of the Agreement, which remain in full force and effect

Dated August ____, 2004

CENTER 48 LIMITED PARTNERSHIP
By Center 48 Corp , General Partner

By _____
Name
Title

THE STOP & SHOP SUPERMARKET
COMPANY LLC

By 
ANTHONY A. COLAVOLPE ^{Vice President}
SENIOR VICE PRESIDENT
Attest. 
Michael J Sawyer
Assistant Secretary

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

FLEMING COMPANIES, INC , *et al*

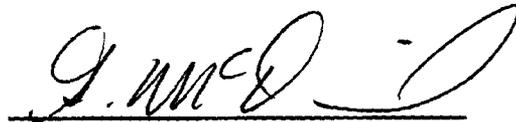
Debtors.

Chapter 11

Case No. 03-10945 (MFW)
(Jointly Administered)

CERTIFICATE OF SERVICE

I certify that on this date I caused to be served on each of the persons on the attached Service List by first class mail a true copy of the Notice Of Transfer Of Claim Pursuant To F R B P Rule 3001(e)(2)

A handwritten signature in black ink, appearing to read "J. McQuinn", is written over a horizontal line.

Dated August 30, 2004