

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>Delaware</u>		PROOF OF CLAIM
Name of Debtor Fleming Companies, Inc		Case Number 03-10945-MFW
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) Jackson Land II, L L C		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent Gross Shuman Brizdle & Gilfillan, P C 465 Main Street, Suite 600 Buffalo, NY 14203 Attn: Robert J Feldman, Esq Telephone number (716) 854-4300		
Account or other number by which creditor identifies debtor		THIS SPACE IS FOR COURT USE ONLY
Check here <input type="checkbox"/> replaces a previously filed claim dated _____ if this claim <input type="checkbox"/> amends		
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Lease Rejection Claim Under 11 U.S.C. § 502(b)(6)</u>		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2 Date debt was incurred See Exhibit A		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ <u>1,960,806.73</u> See Exhibit A for calculation of claim If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions up to \$4,650* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/94 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date August 2003	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). By <u>Tom D. Parker</u> JACKSON LAND II, L L C Tom D. Parker, Manager & Partner	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 1343 and 1344.		

Fleming Companies Claim



05235

Exhibit A

Calculation of Unsecured Claim Under 11 U S C §502(b)(6)

- 1 11 U S C §502(b)(6)(A) - 15% of Rent Reserved for Remainder of Lease Term
(4/1/03-2/27/19) as follows

Lease Payments from 4//03 - 2/27/19

per attached lease and amendments \$11,214,636 40

Common Area, Maintenance, Taxes
and Insurance - per attached lease
and amendments

+ 1,373 864 80

\$12,588,501 20

 x 15

\$ 1,888,275 18

\$1,888,275 18

- 2 11 U S C 502(b)(6)(B) - Unpaid Rent due
under the Lease as of 4/1/03 bankruptcy filing

+ 72,531 55

Total Claim Under 11 U S C §502(b)(6)

\$1,960 806 73

SHOPPING CENTER LEASE

This Lease (herein "Lease") entered into this 3rd day of April, 1998, which is the date of this Lease, by and between Jackson Land II, LLC, an Oklahoma limited liability company (hereinafter referred to as "Landlord"), and FLEMING COMPANIES, INC, d/b/a Bakers Supermarkets, an Oklahoma corporation (hereinafter referred to as "Tenant")

W I T N E S S E T H

1 DEFINITIONS

1.1 Leased Space That certain retail store space which includes approximately 63,563 ground floor square feet (determined by measuring from the outside of any exterior walls to the middle of any common or shared walls) located in the Shopping Center and designated as "Supermarket" (herein "Leased Space") on the Shopping Center drawing attached hereto as Exhibit "A" (the "Site Plan"), which Shopping Center is hereafter to be located on the Real Property

1.2 Real Property That certain real property more particularly described on Exhibit "B" attached hereto, together with the easements appurtenant to such real property described on Exhibit B-1 hereto (herein "Real Property")

1.3 Shopping Center All the Real Property and improvements now or hereafter located on the Real Property to be known as Baker's Shopping Center (or another name approved by Tenant) (herein "Shopping Center")

1.4 Proportionate Share The term "Proportionate Share" shall mean a fraction (expressed as a percentage), the numerator of which is the area of the Leased Space, as described herein and shown on the Site Plan, and the denominator of which is the leasable area of the Shopping Center, which shall not be less than as shown on the Site Plan regardless of whether the actual leasable area of the Shopping Center as built is less than shown on the Site Plan. Tenant's initial Proportionate Share shall be 58.7%, subject to reduction if the leasable area of the Shopping Center increases or the ground floor square feet of the Leased Space, as built, is less than 63,563 square feet

1.5 Lease Interest Rate The term "Lease Interest Rate" shall mean a fluctuating rate equal at all times to the lower of (i) four percent (4%) per annum plus the prime rate or equivalent thereof from time to time announced or published by NationsBank, N A or any successor financial institution of such bank or (ii) the highest annual rate legally permissible in Oklahoma under the circumstances

2 PREMISES In consideration of the covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant

and Tenant hereby leases from Landlord, the Leased Space, together with non-exclusive rights to the easements, entrances, parking areas, sidewalks, approaches, exits and other Common Areas (herein defined) appurtenant to the Leased Space and the Shopping Center

3 TERM The Initial Term of this Lease shall run and extend for twenty (20) years from and after the Commencement Date as set forth below, unless sooner terminated as herein provided (the "Initial Term")

3 1 Commencement Date ~~The Initial Term of this Lease shall commence on the earlier of (1) the first day after the expiration of ninety (90) days after Landlord has completed all Landlord's construction obligations including, without limitation, the construction requirements and obligations in the Construction Documents (herein defined) and in Paragraph 5 hereof and has delivered the Leased Space to Tenant for preparation for opening for the transaction of business therein, and Tenant has been so notified in writing, which notice shall be accompanied by a certificate of substantial completion signed by the Landlord's architect and contractor, or (11) the first day of the first month after Tenant makes its first retail sale in the Leased Space, provided however, that notwithstanding any other term or condition hereof to the contrary, Tenant shall not be obligated to commence its transaction of business on the Leased Space or commence the Initial Term of this Lease (a) until Tenant shall have been provided with a temporary certificate of occupancy for the Leased Space, and (b) until all streets and roadways providing access to the Shopping Center have been completed and are open for public use~~

3 1 1 Commencement Date Acknowledgment
When the Commencement Date of the Initial Term has been so ascertained, it shall be set forth in a commencement date acknowledgment in the form of Exhibit "C" attached hereto which shall be executed in the same manner as this Lease and shall be attached to this Lease as a part hereof

3 1 2 Environmental Report Expense On or within ten (10) days after the date of this Lease, Landlord shall pay Tenant the sum of One Thousand Dollars (\$1,000 00), representing the cost of Tenant's consultant reviewing the studies and reports provided pursuant to Subparagraph 6 10 12 If such amount is not timely paid as aforesaid, Tenant shall have the right to deduct such amount from the rental due hereunder

3 2 Tenant's Installation of Fixtures and Equipment Prior to the Commencement Date, Tenant shall be permitted to enter the Leased Space for the purpose of storing and/or installing fixtures and equipment, receiving merchandise and preparing for opening its store Upon such entry by Tenant, Tenant's obligations under Subparagraphs 6 10 12, 6 10 13, 10 2, 10 3 and 12 2 of this Lease shall commence Upon the date that Tenant starts up its main

refrigeration compressor system in the Leased Space, the utility meters in the Leased Space shall be read and after such reading the permanent utilities shall be changed into Tenant's name. Once the utilities are changed into Tenant's name as provided herein, then Tenant's obligation to pay for utility services at the Leased Space shall commence. It is agreed that any entry, installation, start-up of its equipment or change of utilities into Tenant's name will not in any event constitute acceptance of the Leased Space as being completed, that Tenant shall coordinate its work with Landlord and shall not interfere with completion of construction work, and, that Tenant shall not be required to enter the Leased Space until all Landlord's construction obligations have been completed.

3 3 Renewal of Lease This Lease shall be extended automatically at the rental set forth in Paragraph 4 below and otherwise under the same terms, conditions and covenants herein contained for four (4) separate additional terms of five (5) years each ("Extended Terms"), each Extended Term to begin at the expiration of the preceding Initial Term or Extended Term, as the case may be, unless at least six (6) months prior to the expiration of the then current Initial Term or any Extended Term, Tenant shall notify Landlord that it intends not to renew the Lease.

4 RENTAL Tenant agrees to pay Landlord as rental for the Leased Space the following (herein "Minimum Rental" or "rental")

4 1 Minimum Rental During the Initial Term an annual Minimum Rental for the Leased Space as set forth below per each Lease Year, and subject to adjustment as hereinafter provided shall be payable at the monthly rate as set forth below per each Lease Year and shall be paid in advance beginning on the Commencement Date (unless otherwise abated, altered or diminished as the case may be pursuant to any provision of this Lease) and shall continue thereafter on the first day of each calendar month in the amount set forth below per each Lease Year.

<u>Period</u>	<u>Annual Minimum Rental</u>	<u>Monthly Rate</u>
Initial Term		
Years 1-5	\$619,739 (\$ 9 75/SF)	\$51,644 92
Years 6-10	\$635,630 (\$10 00/SF)	\$52,969 17
Years 11-15	\$651,521 (\$10 25/SF)	\$54,293 42
Years 16-20	\$667,412 (\$10 50/SF)	\$55,617 67
First Extended Term	\$683,302 (\$10 75/SF)	\$56,941 85
Second Extended Term	\$699,193 (\$11 00/SF)	\$58,266 08
Third Extended Term	\$715,083 (\$11 25/SF)	\$58,590 25
Fourth Extended Term	\$730,975 (\$11 50/SF)	\$60,914 54

In the event the actual floor area of the Leased Space is more or less than 63,563 square feet, the above amounts will be adjusted based on the above per square foot rent

4 2 Minimum Rental Adjustment The Minimum Rental for each Lease Year has been established by Landlord and Tenant shall be adjusted upward based upon the actual cost of the Leased Space (herein "Leased Space Costs") as determined after audit by Tenant in accordance with the provisions of Exhibit "H" attached hereto. The adjustment upward is represented by the product derived by employing the amount by which the Leased Space Costs exceeds Three Million One Hundred Seventy-Eight Thousand One Hundred Fifty and 00/100 Dollars (\$3,178,150) as the multiplicand and a factor of ten and fifty hundredths percent (10 50%) as the multiplier. Landlord and Tenant jointly agree that they shall by written confirmatory statement alter and modify the Minimum Rental for each Lease Year, in accordance with such formula within thirty (30) days of the determination of the Leased Space Costs and such Minimum Rental as so adjusted shall be deemed to operate retrospectively if the Leased Space Costs are determined subsequent to the Commencement Date. Landlord and Tenant shall cooperate in good faith to attempt to limit the Leased Space Costs to the foregoing amount. In the event the actual Leased Space Costs are less than the foregoing amount, Landlord shall pay to Tenant one-half (1/2) of the difference between the foregoing amount and the actual Leased Space Costs on or before the Commencement Date.

4 3 Percentage Rental Percentage rent ("Percentage Rent") shall be paid by Tenant in the amount equal to the excess of (a) one percent (1%) of Gross Retail Sales in any Lease Year over (b) the Minimum Rent payable by Tenant hereunder for such Lease Year. Tenant makes no representations or warranties with respect to the level of such Gross Retail Sales and expressly disclaims any representation or warranty regarding Gross Retail Sales volume.

4 3 1 Gross Retail Sales The term "Gross Retail Sales" shall mean the aggregate amount of the sales made by Tenant at, from and through its store and business located and conducted upon the Leased Space to its retail customers. The term Gross Retail Sales as used herein shall not include any of the following: (a) credits, coupons or refunds to customers for merchandise returned or exchanged, (b) the cost or value of any trading stamps, (c) any sales taxes or other taxes imposed or based upon gross receipts of Tenant or on the sales or sales price of merchandise which are collected by Tenant and actually paid by Tenant or are payable by Tenant, (d) returns of merchandise, (e) sales of beer, wine and alcoholic products, (f) sales of tobacco and tobacco products, (g) sale of lottery tickets or any proceeds from winning tickets, (h) sale of items for charitable purposes, (i) any services provided by Tenant to its customers, including but not limited to any financial services and/or electronic fund transfer services, the sale of postage stamps and money orders, and any

receipts from any banking transactions, (j) sale of Tenant's fixtures after use thereof, (k) rentals or sales of video tapes and related equipment, (l) cash redemption on bottle or can returns, (m) bulk sales of inventory not in the ordinary course of business, (n) rental, license or concession fees received from any subtenant, licensee or concessionaire of Tenant, (o) any "slotting allowances," promotional allowances or similar incentives received by Tenant, and (p) any receipts from vending machines, game machines and coin telephones. No franchise or capital stock tax and no income or similar tax based upon income or profits shall be deductible from gross receipts. Any processing expense incurred by Tenant peculiar to credit card, debit card and charge card sales shall be deducted from sales in determining Gross Retail Sales.

4 3 2 Lease Year The term Lease Year shall mean the period of twelve (12) consecutive months commencing with the Commencement Date, as hereinabove defined, or any succeeding twelve (12) month period during the term of this Lease. If mutually agreed by Landlord and Tenant, "Lease Year" may mean a calendar year.

4 4 Payment of Percentage Rental If Percentage Rental is determined to be due for any preceding Lease Year of this Lease, it shall be payable sixty (60) days after such determination is made. Tenant agrees to furnish to Landlord, as soon as reasonably possible after the end of each Lease Year (and in no event later than sixty (60) days after the end of each Lease Year), a statement showing the amount by months of such Gross Retail Sales of Tenant during the preceding Lease Year. Tenant agrees that once each year, Landlord, or its duly appointed accountant, at Landlord's expense, may inspect the books and records of Tenant's store business conducted in the Leased Space solely for the purposes of ascertaining and verifying the amount of Tenant's sales, but Landlord's right to inspect Tenant's records for any Lease Year shall expire one (1) year after the end of such Lease Year. If such inspection of Tenant's books and records discloses a discrepancy in gross sales in excess of two percent (2%), then the reasonable cost of such audit shall be borne by Tenant, which cost shall not exceed Five Hundred Dollars (\$500). Landlord agrees not to disclose any information obtained in such audit to any third parties. In the event the Leased Space is operated by a subtenant or assignee of Tenant, Landlord's right to inspect books and records under this subparagraph shall only extend to the books and records of such subtenant or assignee.

5 CONSTRUCTION OF LEASED SPACE Landlord shall retain licensed architects and engineers to prepare "Construction Plans" and "Specifications" (collectively the "Construction Documents") at its expense in accordance with Tenant's requirements for the building and the Leased Space. Within forty-five (45) days after execution of this Lease, Tenant shall deliver to Landlord a complete set of Tenant's interior plans and design specifications (which shall

include Tenant's S P E C S Requirement Plans and Building Design Specifications), which shall be incorporated into the Construction Documents. Such Construction Documents shall be signed by Landlord and Tenant and by this reference shall be incorporated herein and become a part of the Lease. The Leased Space shall be constructed by Landlord at its expense, according to the Construction Documents and Landlord shall not deviate from the Construction Documents without Tenant's prior written consent. Landlord shall remain solely responsible to Tenant for the construction of the project set out in the Construction Documents. Landlord shall also be solely responsible for constructing the Leased Space in accordance with all applicable laws, codes, ordinances, rules, regulations, orders and directives of all applicable authorities having jurisdiction over the Leased Space regardless of whether the Construction Documents so specify. Any costs, expenses and fees incurred in so constructing the Leased Space (including but not limited to sewer connection fees paid or payable to any sanitary and improvement district or the City of Edmond, Oklahoma or any connection fees paid or payable to any public utility) and complying with the laws, codes, ordinances, rules, regulations, orders and directives of any applicable authorities having jurisdiction (other than any requirements relating to the operation of Tenant's supermarket business, including but not limited to, requirements of the FDA, State Health Department, State Liquor Control Commission and other similar entities) shall be the sole responsibility of Landlord and the costs of such compliance shall be included in the Leased Space Costs.

5.1 Construction Schedule Promptly following completion of the Construction Documents Landlord shall obtain bids for completion of the work called for therein from three general contractors approved by Tenant. Landlord will award the contract to the contractor submitting the lowest bid (unless Tenant approves awarding the contract to another bidder). Landlord covenants and agrees that the construction of the Shopping Center as shown on the Site Plan, including the Leased Space, shall begin not later than ninety (90) calendar days after execution of this Lease, and shall be substantially completed in every respect no later than three hundred (300) calendar days after such commencement of construction (the "Substantial Completion Date"). Construction shall be deemed to have commenced when all applicable building permits for the Shopping Center, including the Leased Space, have been issued and the foundations therefore have begun, consisting of pouring of the concrete foundation system. In regard to the Leased Space, "substantially completed in every respect" shall mean that (i) Tenant has received a written certification of substantial completion from Landlord's independent architects and engineers, and (ii) the construction of the Leased Space has been completed except for those items listed on the Punchlist in accordance with Subparagraph 5.5 hereof, none of which would materially interfere with or materially impair Tenant's use of the Leased Space. If the Leased Space and the Shopping Center shall not be commenced or substantially com-

pleted in every respect by the respective dates, Tenant's obligation to pay rental shall abate one day for each day past the Substantial Completion Date until such construction is actually substantially completed in every respect. Such abatement shall begin on the Commencement Date. Landlord agrees such abatement is reasonable compensation to Tenant for the administrative expenses and other costs connected with Landlord's failure to timely comply with its obligations hereunder. If Landlord shall be delayed or prevented from the performance of its construction obligations hereunder by reason of acts of God, riots, civil commotion, strikes, lockouts, inability to obtain materials or labor, unseasonably severe weather, governmental regulations, or other cause, without fault, and beyond Landlord's control (financial inability excepted), the same being referred to herein as "force majeure," such construction obligations shall be excused for the period of delay and the period of the performance of such acts shall be extended for a period equivalent to the period of such delay, provided notice is given within fifteen (15) days of such delay and provided further that during the period of such force majeure Landlord shall give Tenant notice each month including a detailed report on the status of the project and Landlord's efforts to resume its obligations under this Lease. Notwithstanding the occurrence of force majeure, in the event the construction of the Leased Space and Shopping Center has not been substantially completed in every respect within three hundred sixty-five (365) days after commencement of construction, Tenant shall have the right to terminate this Lease by notice to Landlord.

5.2 Quality of Construction The Leased Space shall be constructed with materials of grade and quality as specified in the Construction Documents, in a good and workmanlike manner by workmen and contractors skilled in the appropriate trades in accordance with good construction practices and methods, and in accordance with all applicable laws, codes, ordinances, rules, regulations, orders and directives of applicable authorities, and according to the Construction Documents.

5.3 Construction of Parking Area Landlord, at its expense, shall construct and hard surface that portion of the parking area shown on the Site Plan attached hereto as "Tenant's Initial Parking Area" within the same time limit set for the completion of the Shopping Center, and shall keep the same in good repair and condition. Landlord shall provide proper grade level and drainage for said parking area, and shall install and maintain adequate surface and lighting facilities and shall meter the lighting facilities for Tenant's parking lot directly into the Leased Space, all as specified in the Construction Documents. Landlord shall provide paved driveways in accordance with the Site Plan. Before construction of the parking area begins, the light fixtures, amount of illumination (which shall be a minimum of four (4) foot candles throughout the Common Areas), grade level, surface material and striping of the parking area must be approved by Tenant in

writing, provided, however, that any such approval by Tenant shall not relieve Landlord from any liability of obligation for the proper design and construction of such parking area

5 4 Change Order Procedure If Tenant requests a change ("Change") in the Construction Documents after the same shall have been approved by Tenant, Landlord will give Tenant notice ("Change Notice") of the additional cost of designing and performing such Change and of the impact of such change on the Substantial Completion Date. Within five (5) days of Tenant's receipt of the Change Notice, Tenant shall notify Landlord as to whether it desires the Change to be performed. If Tenant desires the Change to be performed, Tenant shall give Landlord written notice thereof executed by an executive officer (Vice President or above) of Tenant. If Tenant does not authorize the Change to be performed as provided herein within five (5) days of its receipt of the Change Notice, Tenant's request to make the Change shall be deemed withdrawn. Any change made by Landlord not in accordance with the foregoing change order procedure shall be at Landlord's sole cost and expense. Any executed Change Order shall not effect or change the construction schedule described in Paragraph 5 1 unless the schedule change is specifically identified on the Change Order and approved by Tenant.

If any Change Order approved by Tenant herein should have the result of causing an upward adjustment in the Minimum Rental under Paragraph 4 1 herein, Tenant shall in lieu of such rental adjustment have the option of paying Landlord for the amount of such Change Order.

5 5 Punchlist Completion Within sixty (60) days following Substantial Completion of the Leased Space in every respect and delivery of the Leased Space to Tenant, Tenant shall prepare and deliver to Landlord a punchlist (herein "Punchlist") of outstanding construction work. If the Punchlist is not delivered in the time period set forth above, the Leased Space shall be deemed acceptable to Tenant in all respects, subject to Landlord's obligations under Paragraph 7 1. Landlord, within ten (10) days of receipt of the Punchlist, shall commence promptly and diligently to pursue final completion of those Punchlist items. If Landlord fails to promptly begin such work within ten (10) days, or having promptly begun, fails to complete those items within thirty (30) days, then in addition to any other remedies of Tenant set forth herein, Tenant shall have the right to complete the Punchlist items and to deduct the cost thereof from the next following rental payment or payments until reimbursed in full. Further, if Landlord fails to provide Tenant with all required close out documentation as specified in the Construction Documents within Ninety (90) days after Tenant's opening of its business operations in the Leased Space, then the Minimum Rental payable hereunder shall be reduced by Two Hundred Dollars (\$200 00) for each day that Landlord fails to provide such documentation, provided that the As Built Survey

does not have to be provided until ninety (90) days after completion of all improvements in the Leased Space as specified in Paragraph 6 9 1

6 LANDLORD'S COVENANTS AND REPRESENTATIONS In addition to all other covenants and agreements by Landlord found in this Lease, Landlord hereby specifically covenants and represents as follows

6 1 Zoning The Real Property is zoned for the type of business operations contemplated by Tenant and such zoning is appropriate for the Shopping Center

6 1 1 Flooding The Real Property does not lie within a flood plain

6 2 Title Insurance, Quiet Enjoyment On or before the commencement of construction of the Shopping Center, Landlord will have good and marketable indefeasible fee simple title to the Real Property, subject only to those easements, covenants, encumbrances and other title matters set forth on Schedule 6 2 attached hereto and incorporated herein by reference which Tenant has reviewed and approved (the "Permitted Encumbrances") Prior to or within ten (10) days after the date of this Lease, Landlord, at its expense, shall deliver to Tenant and ALTA commitment for Leasehold Title Insurance ("Commitment"), in the amount of \$2,500,000 and otherwise in a form acceptable to Tenant covering Tenant's interest in the Shopping Center, which binds the title insurance company to issue on or before the Commencement Date a leasehold title insurance policy to Tenant based on such Commitment showing that Landlord has good and marketable indefeasible fee simple title to the Real Property, free and clear of any and all encumbrances or liens other than the Permitted Encumbrances If the Commitment is not delivered to Tenant within the aforesaid ten (10) day period, Tenant, at its option, may terminate this Lease or give Landlord additional time by written extension within which to deliver the Commitment Furthermore, if such Commitment contains any statements, requirements, exceptions or exclusions ("Defects") which are unacceptable to Tenant, as solely determined by Tenant, Tenant at its option may (1) terminate this Lease, with no liability to Landlord, by written notice to Landlord or (11) allow Landlord, at its expense, to cure such Defects within a reasonable time period satisfactory to Tenant pursuant to a written extension Landlord has full right, power and authority to execute this Lease and further warrants to Tenant that, upon full compliance by Tenant with the terms hereof, it shall have, hold and enjoy the Leased Space and its rights hereunder during the term hereof, free from any interference by Landlord or any parties claiming by or through Landlord Landlord agrees to reasonably cooperate with Tenant and join in a complaint, at Tenant's expense, filed in a court, or with a law enforcement agency to prohibit individuals who may be trespassing, loitering, cruising, picketing, handbilling or distributing litera-

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ture, from interfering with Tenant's conduct of business. Landlord warrants and represents that as of the Commencement Date, the Leased Space will be free from obnoxious fumes, odors and unsanitary conditions other than as caused by Tenant, its employees or invitees. Landlord shall not permit any use that constitutes a nuisance from any property or building adjacent to or near the Leased Space, which is owned or controlled by Landlord.

6 3 Use of Real Property During the Initial Term and all Extended Terms, the Real Property shall be used for the sole purpose of promoting and operating a retail Shopping Center, and there shall be no buildings erected on the Real Property except those shown on the Site Plan. Except as provided in this paragraph, no portion of the Real Property shall be used for a bowling alley, skating rink, theater, restaurant, cafeteria, bingo parlor, flea market, billiard parlor, night club, or any operation whose primary business is the sale of alcohol for off-site or on-site consumption, a video arcade, physical fitness center or other place of recreation or amusement, auto service and repair station, medical center or clinic, training or educational facility or any other non-retail use unless designated on the Site Plan attached hereto or approved in advance in writing by Tenant. Notwithstanding the foregoing, a restaurant not in excess of 6,000 square feet of floor area may be located in the building identified as the "Ex Food Lion Building" on the Site Plan. Also, a restaurant may be located on the tract designated as the "Out Parcel" on the Site Plan if it otherwise complies with the terms hereof (including the Declaration attached as Exhibit D) and all applicable building codes, zoning ordinances and other legal requirements without relying on any other portion of the Real Property to satisfy parking requirements. Without limiting Tenant's right to use the Leased Space as allowed by this Lease, the foregoing restrictions shall not be construed to prohibit or restrict Tenant in any manner from operating itself or subleasing a portion of its store to a video rental store, pharmacy, in-store banking facility or any other in-store department. Neither Landlord nor any person, firm or other entity that directly or indirectly controls or is directly or indirectly controlled by Landlord or is connected or affiliated with Landlord including without limitation an affiliate, subsidiary, principal, partner, shareholder, employee, agent, officer, director, or investor (collectively "Affiliates") shall, directly or indirectly, own, operate or grant any lease or permit any assignment or sublease for, a store (or any portion of a store) in the Shopping Center or on any real estate owned by Landlord or any Affiliates, and located within one (1) mile of the Shopping Center (the "Restricted Area") which permits the sale or offering for sale of groceries, including, without limitation, food products, alcohol, dry groceries such as household products and paper goods, and other items typically and primarily sold in supermarkets, such as meats, poultry, seafood, dairy products, fruits, vegetables or baked goods, provided that the foregoing shall not prohibit the operation of (1) a convenience store not to exceed 5,000 square

feet outside of the area shown as Shopping Center on the Site Plan or (11) specialty stores primarily carrying one or more of such products such as bagel, ice cream or coffee shops. In the event of any willful violation of the terms of this Subparagraph 6.3 by Landlord or its Affiliates, Tenant will give written notice of such violation to Landlord and, if such violation is not cured within sixty (60) days, all rental obligations under this Lease shall be abated during the period of such violation, and Tenant shall not be in default for failure to pay any Minimum Rental allocated to such period. Landlord agrees that the foregoing use restrictions will be included in all conveyances, leases, subleases, licenses and assignments affecting the Real Property or within the Restricted Area. Concurrently with the execution of this Lease, Landlord will execute and record in the real estate records of Oklahoma County, Oklahoma, a Declaration of Restrictions and Easements in substantially the form of Exhibit "D" attached hereto on all property owned by Landlord or any Affiliates within the Restricted Area. Landlord covenants that it will also record such Declaration against any real property within the Restricted Area acquired by Landlord or any Affiliates after the date hereof.

6.4 Site Plan The Site Plan is an accurate representation of the Shopping Center and the Leased Space and no changes of any kind shall be made to the Site Plan. Except as shown on the Site Plan and other than the Leased Space, no building located in the Shopping Center, or in any of the outlots or pad sites situated within the entire real estate development project of Landlord consisting of approximately 15.13 acres shall exceed one (1) story in height (with a height of no more than 22 feet) or exceed the height of the Leased Space unless Landlord obtains the prior written consent of Tenant, which consent may be withheld in its sole, absolute and arbitrary discretion if such building is located within the "Protected Area" shown on the Site Plan or if the sight lines to the Leased Space as shown on the Site Plan would be obstructed. Tenant's consent to any other changes would not be unreasonably withheld.

6.5 Use of Common Areas of Shopping Center The access areas, parking area and all common areas and facilities of the Shopping Center ("Common Areas") shall remain as shown on the Site Plan throughout the Initial Term and any Extended Terms, and Tenant and its employees, agents, officers, invitees and customers shall have unrestricted, nonexclusive access thereto and to any additional access areas, parking areas and other common areas now or hereafter located on the Real Property, in common only with other tenants of the Shopping Center, their employees, agents, customers and invitees. Without limiting the generality of the foregoing, Tenant specifically shall have the right to locate vending machines on the sidewalks adjoining the Leased Space, locate shopping cart corrals within the parking area, use those portions of the parking areas adjoining the Leased Space for seasonal promotions, provided the same do not obstruct the traffic lanes shown on

the Site Plan, and use the sidewalks adjoining the Leased Space for the display and sale of merchandise and use those portions of the Common Areas adjoining the rear of the Leased Space for placement of waste containers and waste receptacles and compactors, all as shown on the Site Plan. Landlord represents and covenants that upon completion of the Shopping Center as shown on the Site Plan and throughout the term of this Lease, the number, size and configuration of striped parking spaces in the Shopping Center shall be as shown on the Site Plan (which parking area shall at all times provide for parking of at least 454 automobiles thereon). Such minimum parking requirements shall be complied with in the event the Shopping Center is expanded onto adjoining property. No other parties shall be allowed access to, from or across the Real Property or use of the parking lot shown on the Site Plan, or any other parking lot hereafter added to the Real Property, without the prior written consent of Tenant, which consent shall not be granted until reciprocal access and parking agreements have been effected in a manner satisfactory to Tenant in its sole discretion if the Protected Area is adversely affected. Otherwise, such agreements must be satisfactory to Tenant in Tenant's reasonable discretion. Landlord shall not change or reconfigure any of the parking or access areas as shown on the Site Plan without Tenant's prior written consent. Tenant shall cause its employees to park only in those areas designated on the Site Plan as employee parking. The lighting for the parking lot shall be metered directly into the Leased Space.

6 6 Utilities Landlord, at its cost, shall furnish, install and repair and maintain adequate utility lines and services to serve the Leased Space, which utilities shall be separately metered to the Leased Space. The gas and water service lines and sewer lines shall be of a capacity sufficient to satisfy the existing requirements of Tenant's business operations. Tenant shall pay for the utility services which it uses at the Leased Space. Except for any repairs required due to Tenant's negligence, which shall be made by Tenant, Landlord shall maintain the underground plumbing serving the Leased Space. Tenant shall maintain the exposed utilities and HVAC as required by Paragraph 7 2.

6 7 Compliance with Laws Landlord represents and warrants to Tenant that the Shopping Center, including the Leased Space and all Common Areas, shall, upon completion, comply with all applicable federal, state and local laws, ordinances, codes, and regulations, including without limitation, all building codes and The Americans with Disabilities Act. In addition, Landlord agrees to make, at Landlord's cost and expense, all necessary changes, additions, alterations and improvements to the Shopping Center and appurtenances thereto, including structural changes to the Leased Space and all Common Areas, that may be required at any time during the term hereof to make the Shopping Center and the Leased Space and all Common Areas comply with all laws, ordinances, codes, rules and regulations of all city, county, state and federal

authorities unless such additions, alterations or improvements are necessitated by Tenant-initiated alterations to the Leased Space. Tenant shall make all nonstructural changes to the Leased Space required to comply with the foregoing.

6 8 Taxes At all times during the term hereof, all ad valorem taxes, real estate taxes and similar taxes, Special Assessments (hereinafter defined) and any other taxes levied or assessed against the Shopping Center or any part thereof by reason of the ownership thereof shall be paid and discharged by Landlord before becoming delinquent. Tenant shall pay to Landlord its Proportionate Share of all such taxes and special assessments that are due and payable during any calendar year containing any portion of a Lease Year as provided herein. All such taxes for which Tenant is liable hereunder for the calendar years of commencement and termination of this Lease shall be prorated from the Commencement Date and to the termination date of the term of the Lease. Such taxes shall be paid to Landlord within sixty (60) days after the calculation of its share of such taxes based on paid receipts for such taxes, which receipts shall be delivered by Landlord to Tenant. If required by Landlord's mortgagee, Tenant will escrow its taxes directly with such mortgagee. This Subparagraph 6 8 shall not be deemed or construed to require Tenant to pay or discharge any tax which may be levied upon the income, profits, or business of Landlord or any personal property, franchise, inheritance or estate taxes which may be levied against Landlord or any tax of the same nature as any tax heretofore mentioned in this sentence, even though such taxes may become a lien against the Real Property. Notwithstanding anything contained in this Subparagraph 6 8 to the contrary, Tenant shall have no obligation to pay any taxes under this Subparagraph 6 8 the statement for which shall have been received by Tenant more than one hundred eighty (180) days after the due date for such taxes. In regard to any Special Assessments (herein defined) or any other taxes payable in installments, Landlord shall elect to pay such special assessments or taxes over the maximum allowable term permitted under Oklahoma law. "Special Assessments" as used herein shall mean amounts authorized to be levied, assessed or imposed under Oklahoma law and which are made by any county, city, sanitary and improvement district or other political subdivision for the costs of the construction of any public improvements specially benefitting the Real Property such as, by way of example and not of limitation, sidewalks, public roads, streets and sewers but excluding connection fees payable for sewer and water connections which fees shall be the sole obligation of Landlord under this Lease.

6 8 1 Special Assessments Notwithstanding the above Paragraph 6 8, Tenant shall not be required to pay any portion of (i) any Special Assessments that have been levied or assessed prior to the Commencement Date, (ii) any Special Assessments which result from Landlord's or any other party's activity in developing or constructing the Shopping Center or Leased Space,

regardless of when such Special Assessments are ultimately assessed or levied, or (iii) any installments of Special Assessments due and payable after the expiration of the Initial Term or any Extended Term of this Lease. In addition, in the case of any Special Assessments payable only in a lump sum, Tenant shall only be responsible for its Proportionate Share of the amount of such Special Assessment multiplied by a fraction, the numerator of which is the number of years remaining in the then current term of the Lease and the denominator of which is the useful life of each such improvement for which the Special Assessment is made. Such useful life shall be determined in accordance with generally accepted accounting principles.

6 8 2 Tax Dispute In the event Tenant disputes in good faith the computation or allocation of any taxes herein or the valuation of the Leased Space or the Shopping Center, Tenant, at its sole cost and expense, may dispute and contest such taxes or valuation of the Leased Space or the Shopping Center, in its name or in the name of Landlord, or in the name of both, as it may deem appropriate, provided Tenant first pays its Proportionate Share of such taxes. Should any dispute result in a reduction or a refund of any taxes Tenant shall first be entitled to receive its fees, costs, and expenses incurred in such contest and Tenant shall then be entitled to receive its Proportionate Share of any refund. Landlord shall cooperate with Tenant in any such dispute.

6 9 Survey Landlord agrees, at its expense, prior to the execution of this Lease, to furnish Tenant an ALTA survey satisfactory to Tenant, showing a metes and bounds (not a lot and block) legal description of the Real Property and the location of any rights of way, easements, encroachments or flood plains, if any. The legal description of the Real Property shall be in detail sufficient to allow for the tracking of the boundary of the Real Property.

6 9 1 As-Built Survey Within ninety (90) days after the date of completion of the improvements of the Shopping Center, Landlord shall furnish Tenant an as-built ALTA survey showing the exact location of all buildings, malls, if any, driveways, easements, striped parking, rights of ways, underground utility lines and storm water drainage systems or flood plains, if any.

6 10 Responsibility for Hazardous Material and Underground Storage Tanks

6 10 1 Definitions As used in this paragraph, the following terms shall have the following meanings:

(a) "Hazardous Material" means any substance, material or waste which is reasonably considered by Tenant to pose an actual or potential threat to health or safety or which is or at any time hereafter becomes regulated as "hazardous,"

"toxic" or under any other similar designation by any local, state, or federal government authority. Such term includes, without limitation, (i) asbestos, in any form or condition, (ii) any petroleum products, (iii) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs, (iv) any material, substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U S C §6901, et seq), (v) any material, substance, or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U S C §9601, et seq) or (vi) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U S C §6991, et seq)

(b) "Indemnified Person" means Tenant, any sublessee holding an interest in the Leased Space or any portion thereof, any director, officer, employee, or agent of Tenant or of any sublessee, and any person claiming under or through Tenant or any such sublessee

6 10 2 Landlord's Representations and Warranties Landlord represents and warrants to Tenant that to the best of its knowledge and belief (i) no handling, transportation, storage, treatment or usage of Hazardous Material has occurred on the Real Property (ii) no leak, spill, release, discharge, emission or disposal of any Hazardous Material has occurred on or affected the Real Property, (iii) the Real Property is free of any Hazardous Material and will be free of any Hazardous Material throughout the term of this Lease, and (iv) there are no underground storage tanks located on the Real Property, and there will be no underground storage tanks located on the Real Property during the term of this Lease. The foregoing representations and warranties shall survive the termination of this Lease

6 10 3 Indemnification by Landlord Landlord hereby agrees to indemnify, defend and hold each Indemnified Person harmless from and against any and all actions (including without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), actual out-of-pocket losses, costs, claims, damages, expenses, fines, penalties and liabilities that arise during or after the term of this Lease as a result of (i) the presence, suspected presence or release at any time of any Hazardous Material in, on or from the Real Property, regardless of the source of such Hazardous Material (except as set forth below), (ii) the presence at any time of any underground storage tank on the Real Property, or (iii) the inaccuracy or breach of any of the representations or warranties set forth in this Paragraph 6 10. The costs covered by Landlord's indemnification include, without limitation, costs incurred in the investigation of site conditions, fees of attorneys, engineers and other consultants, costs and expenses incurred by Tenant in exercising any of its rights under

this Paragraph 6 10 and any damages suffered as a result of any termination of this Lease in accordance with Subparagraph 6 10 6 hereof. Excluded from the Landlord's indemnification shall be any loss, cost, damage or expense resulting from the presence of any Hazardous Material introduced onto the Real Property by any indemnified Person.

6 10 4 Notice to Tenant Landlord agrees to promptly notify Tenant in the event Landlord becomes aware of the discharge of any Hazardous Material or any leaking underground storage tank on the Real Property.

6 10 5 Development of Remedial Plan If at any time during the term of this Lease, Tenant becomes aware of the presence or release of any Hazardous Material in, on, or from the Real Property or becomes aware of any pendency or threatened action by any federal, state or local governmental authority with respect thereto, Tenant shall so notify Landlord and, unless such presence, release or action results from Tenant's failure or the failure of any of Tenant's agents, employees or contractors to comply with the provisions of Paragraph 6 10 12 below, request that Landlord institute remedial action. Tenant and Landlord shall confer on what remedial action may be appropriate and within sixty (60) days of Landlord's receipt of such notice, Landlord shall deliver to Tenant a written plan describing in detail the proposed remedial action. Any plan developed pursuant to this subparagraph shall, without limitation of the foregoing, cause the Real Property to comply with all applicable federal, state and local laws, ordinances and regulations and shall be sufficient to abate any pending or threatened action with respect to the Real Property by any federal, state or local governmental authority.

6 10 6 Termination If any discharge of Hazardous Material required by law to be remediated is not so remediated by Landlord within one hundred eighty (180) days following receipt of Tenant's notice under Subparagraph 6 10 5 and if such discharge has had or may have a material adverse effect on the business conducted from the Leased Space as reasonably determined by Tenant, Tenant may terminate this Lease upon written notice to Landlord.

6 10 7 Implementation of Plan After Landlord delivers the plan required hereunder to Tenant, Landlord will commence action necessary to implement the plan and diligently pursue such action to completion. Any work required hereunder will be at Landlord's sole expense without any reimbursement from any Indemnified Person and will be performed strictly in accordance with the plan and in accordance with all applicable laws, ordinances, rules and regulations, orders and directives governing such work.

6 10 8 Performance by Tenant If Landlord fails to deliver a plan for remedial action within the time prescribed above and Tenant does not terminate this Lease, or if Landlord fails to undertake such work as is required hereunder and diligently pursue such work to completion, Tenant may, but shall not be required to, take such remedial action as it deems in good faith reasonably necessary and Landlord shall promptly reimburse Tenant for all costs incurred in such action

6 10 9 Offset Tenant shall be entitled to offset against rent payable hereunder any actual out-of-pocket losses, costs, claims, damages, expenses, fines, penalties or liabilities covered by the Landlord's indemnification set forth in Subparagraph 6 10 3

6 10 10 Nonexclusive Remedies Tenant shall be under no obligation to exercise any remedy which may be provided hereunder and no failure to exercise any such remedy shall prejudice any other remedy available hereunder or under law. The remedies provided herein shall not be considered exclusive or preclude any claim for damages or any other remedy which may be available under this Lease or under law

6 10 11 Environmental Studies and Reports Landlord represents to Tenant that it has heretofore provided to Tenant full, accurate and complete copies of any and all reports, studies, and other information in its possession relating to the issue of the presence or suspected presence of any Hazardous Material on the Real Property and agrees that it will, promptly following its receipt thereof, furnish to Tenant full, accurate and complete copies of any such reports, studies and other information hereafter obtained by Landlord. Without limitation of the foregoing, Landlord represents and warrants to Tenant that it has received and reviewed Tenant's environmental site assessment guidelines and that it has provided Tenant with an environmental report complying with such guidelines

6 10 12 Tenant's Responsibilities Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on or about the Leased Space or the Shopping Center by Tenant, its affiliates, agents, employees, contractors, sublessees or assignees. Tenant shall indemnify, defend and hold Landlord or any agents, directors, officers, employees, partners, successors and assigns of Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages, expenses, fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this

provision by Tenant, its affiliates, agents, employees, contractors, sublessees or assignees

6 10 13 Notice to Landlord In the event that Hazardous Material is discovered upon, in, or under the Leased Space or the Shopping Center, and any governmental agency or entity having jurisdiction over the Leased Space or the Shopping Center requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Leased Space by Tenant or its affiliates, agents, employees, contractors, sublessees or assignees but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Leased Space or the Shopping Center without first notifying Landlord of Tenant's intention to do so, affording Landlord the opportunity to protect Landlord's interest with respect thereto and developing a remedial plan reasonably satisfactory to Landlord. If Tenant fails to comply with its obligations under this subparagraph after notice from Landlord as required by Paragraph 13 1, Landlord shall be entitled to perform such obligations on Tenant's behalf and at Tenant's expense. Tenant shall notify Landlord of (i) any spill, release, discharge or disposal of any Hazardous Material in, on or under the Leased Space or the Shopping Center, (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials laws or regulations, (iii) any claim made or threatened by any person against Tenant or the Leased Space or the Shopping Center relating to damage or contribution, cost recovery, compensation, loss or injury resulting from or claimed or resulting from any Hazardous Materials, and (iv) any reports made to any governmental agency, including any complaints, notices, warnings, reports or asserted violations in connection with any of the foregoing. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations pertaining to Hazardous Materials relating in any way to or Tenant's use or occupancy of the Leased Space or the Shopping Center.

6 10 14 Survival The respective rights, liabilities and obligations of Landlord and Tenant under Paragraph 6 10 shall survive the expiration or earlier termination of this Lease.

7 REPAIR AND MAINTENANCE RESPONSIBILITY Landlord and Tenant shall have the following responsibilities for repair and maintenance of the Leased Space and the Shopping Center, provided that any obligation or liability not specifically covered by the terms of this Lease shall be considered an obligation of Landlord.

7 1 Repair, Maintenance and Replacements by Landlord Landlord, at its sole cost and expense and without charging Tenant any direct or indirect management fees or charges of any nature whatsoever, shall keep in repair and shall replace as necessary all of the exterior of the Leased Space and the Shopping Center, specifically including, but not limited to, the roof, foundation, downspouts, gutters, sidewalks, and walls, and shall be responsible for all interior and exterior repairs of a structural nature or arising out of structural defect, of which plastered surfaces and floors (but not floor coverings) shall be considered a part. In addition, if any "latent defects" in the Leased Space become apparent at any time during the Lease and it shall appear that such latent defects existed on the Commencement Date or resulted from faulty design, workmanship or materials, Landlord shall cause the same to be repaired within thirty (30) days after receiving written notice from Tenant of such latent defects. As used herein, "latent defects" means any defect(s) which is not apparent upon an ordinary and reasonable inspection by a professional engineer qualified to make such inspection. In no event will the costs of repairing any latent defects be included in Common Area Maintenance Costs (herein defined). Notwithstanding anything contained in the foregoing provisions of Paragraph 7 1 to the contrary, Landlord shall not make any changes or modifications to the exterior of the Leased Space without obtaining the prior written consent of Tenant.

Landlord shall also be responsible for all maintenance of, and repairs and replacements to, the Common Areas, including, without limitation, the following: keeping the parking area repaired, adequately drained, lighted to a minimum level of four (4) foot candles throughout the Common Areas, striped, cleaned and free of all debris, ice, snow and/or repaired and replaced as necessary and available at all times as a free parking lot for all customers of the Shopping Center, keeping the landscaping on the Shopping Center and all other Common Areas clean, lighted and in good repair and condition, and keeping all sidewalks and Common Areas clean and free of all debris, ice and snow. Landlord shall paint stripe all parking areas of the Protected Parking Area shown on the Site Plan at least once each Lease Year. Tenant shall be responsible for its Proportionate Share of the following Common Area costs only ("Common Area Maintenance Costs"): costs of cleaning, lighting, repairing and maintaining (but not replacing) all common area improvements, (except to the extent proceeds of insurance or condemnation awards or other reimbursements from any other source are available therefor), snow removal, removal of litter, parking lot striping, landscaping maintenance, common area liability insurance, operating equipment rental and repairs, and the cost of those utilities servicing the Shopping Center Common Areas only which are not directly metered into the Leased Space and separately billed and paid for by Tenant pursuant to Subparagraph 6 6 hereof. Common Area Maintenance Costs shall be reasonable and shall not include (1) any direct or indirect management or administrative

fees or charges, (ii) any charge for Landlord's overhead or profit, (iii) charges for any item that was or should have been originally constructed under the Construction Documents or repair and/or replacement of any "latent defects" (iv) charges for any sewer or water connection fees paid to any city, public or private utility, sanitary and improvement district or other governmental entity, (v) depreciation of capital items, (vi) employee benefits of maintenance personnel, (vii) any environmental clean-up costs and expenses, (viii) any expenses related to off-site maintenance or managerial personnel or facilities, (ix) any payments for loan principal and interest and other fees in connection with any financing, or (x) any charges for any item of equipment or any repair or improvement that is considered a capital expense, under generally accepted accounting principles. Tenant's Proportionate Share of Common Area Maintenance Costs shall be paid in monthly installments on the first (1st) day of each month, the amount to be reasonably estimated by Landlord. Within sixty (60) days following the end of the period used by Landlord in estimating Landlord's costs, Landlord shall furnish to Tenant a detailed certified statement of the actual amount of such Common Area Maintenance Costs and Tenant's Assessments for such period supported by reasonably detailed statements for all such costs, together with invoices and other supporting material requested by Tenant. Within fifteen (15) days thereafter, Tenant shall pay to Landlord or Landlord shall credit against Tenant's next rent payment to Tenant (or refund to Tenant if the Lease has terminated), as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's Common Area Maintenance Costs and Tenant's Assessments (subject to the limitation set forth in Subparagraph 7.1.1) for such period as shown by such statement. Notwithstanding anything contained in this Subparagraph 7.1 to the contrary, Tenant shall have no obligation to make any such payment pursuant to this Subparagraph 7.1 the statement for which shall have been received by Tenant more than one hundred eighty (180) days after the end of the Lease Year. Tenant, or its duly authorized representatives, shall have access to Landlord's books and records regarding Common Area Maintenance Costs and Tenant's Assessments at all reasonable times for the purpose of examining and copying them and, if Tenant so elects, auditing the same. Tenant shall have the right to withhold payment of any Common Area Maintenance Costs and/or Tenant's Assessments that are disputed in good faith by Tenant pending resolution of such dispute.

In the event Tenant is able to locate liability insurance coverage on the Common Areas comparable in all respects to the insurance maintained by Landlord at a lower rate than the rate charged by the Landlord, which insurance is available to Landlord at such lower rate, Tenant shall provide to Landlord reasonable data supporting the availability of such insurance. If Landlord fails to obtain such insurance within sixty (60) days after receipt of the foregoing from Tenant, Tenant's Proportionate Share

of liability insurance under this subparagraph shall be based upon such lower rate

7 2 Repair and Maintenance by Tenant Tenant, at its cost, shall keep the interior of the Leased Space in repair, including plumbing, heating and air conditioning units exclusively serving the Leased Space, doors and door closers, plate glass, and all trash dumpsters, corrals, promotional areas and other exterior areas utilized or controlled by Tenant (provided that the foregoing shall not be interpreted to diminish Landlord's exterior repair obligations under Paragraph 7 1) and the sewer lines from the interior of the Leased Space to the junction, except for reasonable wear and tear, damage by fire, the elements, civil riot, war or any other casualty, provided, that Tenant shall be entitled to all parts and service guaranties and any warranties in effect on equipment which it is responsible for repairing and maintaining under the terms hereof. If Tenant defaults in its repair obligations, after notice from Landlord in accordance with the provisions of Subparagraph 13 1, Landlord shall have the right but not the obligation to enter the Leased Space and make any required repairs or maintenance. The cost of such repairs or maintenance, together with interest at the annual rate equal to the Lease Interest Rate, shall be due and payable by Tenant to Landlord upon demand.

7 3 Remodeling at Tenant's Expense. During the term hereof, or any extension thereof, Tenant and its successors and assigns, shall have the right and the privilege to perform nonstructural redecoration and remodeling to the interior of the Leased Space from time to time as it shall see fit and to install lights, partitions, fixtures, signs and other improvements in, upon and about the Leased Space as in Tenant's judgment may be necessary or desirable in the conduct of its business and to change the same in its sole discretion. Tenant shall also have the right to construct structural improvements and alterations to the Leased Space after obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not be required to remove any such alterations or additions or to restore the Leased Space to its original condition at the termination of the Lease.

7 4 Tenant's Expansion and Right of First Refusal Tenant shall have the right to expand the Leased Space into the expansion area set forth on the Site Plan (the "Expansion Area") at any time in Tenant's sole discretion and without Landlord's consent and at Tenant's sole cost and expense, provided that Tenant will provide Landlord for information purposes only with a full and complete set of sepia and blue line design drawings, including but not limited to, the architectural, mechanical, electrical, plumbing, gas and sprinkler drawings regarding such expansion. Tenant shall not be required to remove any such addition or to restore the Leased Space or Expansion Area to its original condition upon the termination of this Lease. Such expansion shall be

compatible with the balance of the Leased Space. Any reference in this Lease to Leased Space shall, after such Expansion Area is added hereto in accordance with the foregoing provision, include for all purposes the Expansion Area. In addition, Tenant's Proportionate Share shall be adjusted accordingly taking into account the square footage of the Expansion Area.

In addition to the above, Tenant shall have the first and exclusive right to lease the space adjoining the Leased Space at any time during the term of this Lease and any extensions thereof that such space is not under lease to another tenant. If such space becomes available and Landlord desires to lease the same to a bona fide third party, Landlord shall promptly so notify Tenant in writing, and shall furnish Tenant a copy of the proposed lease for such space, and for a period of fifteen (15) days after receipt of the foregoing, Tenant shall have the exclusive right and first option to elect to lease such space. If Tenant so elects, the lease for such space shall be for the same rental and on the same terms and conditions as set forth in Landlord's notice and proposed lease, provided that the term of such lease shall be coterminous with the term of this Lease. Tenant shall have the right, at its cost, to alter such space so leased by Tenant in order to integrate the same as part of the Leased Space. Any reference in this Lease to Leased Space shall, after such adjoining space is added hereto in accordance with the foregoing provision, include for all purposes the adjoining space. If Tenant does not elect to lease such space within the time allowed, Landlord shall have the right to lease the same to any third party on terms no more favorable to the tenant than those disclosed to Tenant.

7.5 Landlord's Failure to Make Repairs. If Tenant notifies Landlord in writing of any needed repair(s) for which Landlord is responsible hereunder, Landlord shall complete said repair(s) within thirty (30) days from the date of said notice. If such repair(s) cannot be reasonably completed within said thirty (30) day period, Landlord shall promptly commence said repair(s) and diligently pursue such repair(s) to completion. In the event of emergency repairs ("emergency" being defined as an imminent danger to Tenant, to Tenant's property or to Tenant's business or to the general public), Tenant may immediately make such emergency repairs without written notice to Landlord, so long as Tenant has used reasonable efforts to contact Landlord or Landlord's representatives by telephone at telephone numbers designated in writing by Landlord. Tenant shall have the right to make non-emergency repairs if Landlord has failed to make such repairs or failed to commence and diligently pursue such repairs within thirty (30) days from the date of Tenant's notice to Landlord. (Landlord agrees that in the event Landlord has not entered into a contract to cause repairs to be made within thirty (30) days from the date of Tenant's notice to Landlord that this shall be deemed to be a failure to commence and diligently pursue a repair obligation of Landlord.) Upon Tenant's completion of any of Landlord's repair obligations,

Tenant shall send to Landlord statements setting forth the cost of such repairs and Landlord shall pay said statement within fifteen (15) days after receipt of the same. If Landlord fails to pay such statement within said fifteen (15) day period, Tenant shall have the right to pay such statement and to deduct the amount of such statement from the next following rental payment or payments and from any other amounts due under this Lease plus interest at the Lease Interest Rate until reimbursed in full.

8 ADVERTISING SIGNS Immediately after execution of this Lease, Landlord shall erect a sign on the Real Property announcing the future opening of Tenant's store. Such sign shall be placed in a conspicuous place on the Real Property acceptable to Tenant and shall be constructed pursuant to Tenant's specifications in compliance with all applicable regulations, ordinances and Permitted Encumbrances affecting the Real Property. Tenant may at any time erect and replace its standard signs on the exterior of its Leased Space in a manner and location satisfactory to Tenant. Landlord shall not allow any other tenants in the Shopping Center to erect signs in the parking area or on the Common Areas except as shown on the Site Plan. Tenant shall install its signs at its own expense (including the expense of wiring such signs to the Leased Space and any additional work required by Tenant's sign specifications) and in compliance with all applicable regulations, ordinances and Permitted Encumbrances affecting the Real Property, and may remove them at the termination of this Lease. Any damage to the Shopping Center as a result of the removal of Tenant's signs shall be repaired at the expense of Tenant.

8 1 No Other Signs on Leased Space Landlord shall not erect, nor permit to be erected, any signs on the Leased Space other than those of Tenant.

8 2 Shopping Center Signs If allowed by regulations, ordinances and the Permitted Encumbrances affecting the Real Property, Landlord agrees to furnish within the Shopping Center one (1) monument sign advertising the entire Shopping Center, and said sign shall be kept in good order and repair and continuously lighted twenty-four (24) hours each day during the Initial Term and each Extended Term of this Lease. The foregoing costs shall be included in Common Area Maintenance Costs. Such sign shall be placed in a conspicuous place within the Shopping Center acceptable to Tenant and the size, color, design and appearance of such sign shall be subject to the consent and approval of Tenant. Landlord shall place at the top of such sign (below the Shopping Center name and identifying information) Tenant's name with lettering acceptable to Tenant. Landlord shall not place or permit to be placed on any such sign the name of any other tenant in the Shopping Center without obtaining Tenant's prior approval.

8 3 Special Sale Promotions. Notwithstanding any provisions in this Lease to the contrary, Tenant may, from time to

time, place special sales promotion signs, pennants and streamers on the parking area light poles and may string signs, pennants and streamers around the parking area and on the exterior of the Leased Space, provided that Tenant will comply with all regulations, ordinances and Permitted Encumbrances affecting the Real Property and will obtain Landlord's consent if any such promotion will continue for more than ninety (90) consecutive days

9 EMINENT DOMAIN; RESTRICTION OF ACCESS, CASUALTY LOSS Landlord and Tenant agree as follows

9 1 Eminent Domain Affecting Leased Space In the event any part of the Leased Space should be taken by any public authority under the power of eminent domain or by transfer in lieu thereof, then the terms of this Lease shall cease on that part on the date of condemnation or transfer in lieu thereof, and the rental shall be paid up to that day, and from that day the Minimum Rental shall be reduced in proportion to the amount of the Leased Space taken, provided, however, that should five percent (5%) or more of the Leased Space be taken by the power of eminent domain or by transfer in lieu thereof, Landlord shall give Tenant immediate written notice thereof and Tenant shall have the option, to be exercised within sixty (60) days after receipt of written notice, to cancel this Lease and declare the same null and void effective on the date such option is exercised. If Tenant should not elect to cancel this Lease, Landlord shall, at its sole cost, build on the new building line a wall, or front, similar to the one removed and restore the Leased Space to the same condition existing prior to such eminent domain proceeding or transfer in lieu thereof. It is understood and agreed that any and all condemnation awards or payments shall be paid to and retained by Landlord, except that Tenant shall be entitled to any award or payment, if any, made for damages to fixtures, equipment and merchandise owned by Tenant (including costs of removal of same), loss of Tenant's business and moving expenses

9 2 Eminent Domain Affecting Shopping Center and Parking Area In the event (i) ten percent (10%) or more of the Shopping Center, (ii) any portion of the Protected Parking Area shown on the Site Plan, or (iii) ten percent (10%) or more of any other Common Area of the Shopping Center should be taken by the power of eminent domain or transfer in lieu thereof, Landlord shall give Tenant immediate written notice thereof and Tenant shall have the option to cancel this Lease and declare the same null and void effective thirty (30) days after such notice

9 3 Restriction to Access If Danforth or Kelley are permanently closed so that access to the Leased Space and/or any of the Common Areas is limited, restricted or prohibited for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease upon thirty (30) days' prior written notice to Landlord. If Danforth or Kelley are tempo-

rarily closed so that access to the Leased Space and/or any of the Common Areas is limited, restricted or prohibited for a period of at least ninety (90) days, then, in that event, the rental shall be reduced by fifty percent (50%) retroactively to the commencement of such temporary closure and shall continue abated until such temporary closure ceases to exist

9 4 **Destruction of Leased Space** In the event any of the Leased Space should be rendered unusable (as reasonably determined by Tenant) as a result of fire or other casualty, regardless of the cause, and the damage resulting from such fire or casualty can reasonably be repaired within 180 days, Landlord shall, at its sole cost and expense, promptly, and in any event within thirty (30) days, commence to rebuild or replace the same in as good condition as prior to such casualty, which rebuilding or replacement shall be completed within 180 days following such casualty. In the event such damage cannot reasonably be repaired within 180 days, Tenant may, at Tenant's sole option, expressed to Landlord in writing within fifteen (15) days of such occurrence, (i) require Landlord to promptly, and in any event within thirty (30) days of such notice from Tenant, commence to rebuild or replace the same as aforesaid, which rebuilding and replacement shall be completed within nine (9) months following such casualty, or (ii) terminate this Lease, effective on the date of such casualty. In the event Landlord is delayed in the performance of its obligations by causes beyond Landlord's control, the time periods for performance set forth herein shall be extended accordingly, provided that if the rebuilding or replacement of the Leased Space is not completed within 365 days after the date of such casualty, Tenant shall thereupon have the right to terminate this Lease. The Minimum Rental shall abate proportionately to the loss of use during the period of repair and restoration. Landlord shall have no interest or claim to any portion of the proceeds of any insurance carried by Tenant on Tenant's fixtures, equipment or personal property. Tenant shall have no interest in or claim to any portion of the proceeds of any fire and extended insurance policy or policies carried by Landlord.

9 5 **Destruction of Shopping Center** In the event all or any part of the Shopping Center as shown on the Site Plan (other than the Leased Space) should be destroyed partially or substantially as a result of fire or other casualty, regardless of cause, and Landlord should fail to commence construction for the restoration of such damaged or destroyed portion thereof within two (2) months after the date of such damage or destruction, or fail to have the same fully repaired or rebuilt to the condition existing before such damage or destruction within ten (10) months from the date of such destruction, Landlord shall be in default, and Tenant shall have the right, so long as this default shall continue, to discontinue the payment of Minimum Rental. In the event Landlord is delayed in the performance of its obligations by causes beyond Landlord's control, the time periods for performance set forth

herein shall be extended accordingly, provided that if the rebuilding or replacement of the Leased Space is not completed within 420 days after the date of such casualty, Tenant shall thereupon have the right to terminate this Lease. At any time after Minimum Rental shall have been discontinued for sixty (60) days, and while Landlord shall remain in default, Tenant may cancel this Lease by thirty (30) day written notice to Landlord.

9 6 Destruction During Last Three Years of the Lease Term Anything herein contained to the contrary notwithstanding, if such damage, loss or destruction as described in Subparagraphs 9 4 or 9 5 shall take place during the last three (3) years of the Initial Term or any Extended Term of this Lease, Tenant shall have an option to declare this Lease ended and terminated, and notice of this election shall be given in writing by Tenant to Landlord within sixty (60) days from the date of such loss or destruction.

10 FIRE AND CASUALTY INSURANCE

10 1 Landlord's Insurance. At all times during the term of this Lease Landlord shall insure the Shopping Center against any loss or damage due to fire or other casualty or occurrence in an amount sufficient to prevent any coinsurance and in any event not less than the Full Insurable Value (herein defined) of the Shopping Center as determined from time to time. Such insurance shall be written by a financially responsible insurer duly authorized to do business in the State of Oklahoma. Tenant shall pay to Landlord its Proportionate Share of such premiums as provided herein. All insurance premiums for which Tenant is liable hereunder for the calendar years of commencement and termination of this Lease shall be prorated from the Commencement Date and to the termination date of the term of the Lease. Such Proportionate Share of such insurance premiums shall be paid to Landlord within sixty (60) days after Tenant's receipt of paid receipts for such premiums, which receipts shall be obtained and delivered by Landlord to Tenant. Notwithstanding anything contained in this Subparagraph 10 1 to the contrary, Tenant shall have no obligation to pay any insurance premiums under this Subparagraph 10 1, the statement for which shall have been received by Tenant more than one hundred eighty (180) days after the insurance premiums shown on such statement have become due. Landlord shall provide Tenant with satisfactory evidence that its insurance policies contain an adequate waiver of subrogation clause in favor of Tenant. In the event Tenant is able to locate insurance coverage comparable in every respect to the insurance maintained by Landlord at a lower rate than the rate charged by Landlord which insurance is available to Landlord at such lower rate, Tenant shall provide to Landlord reasonable data supporting the availability of such insurance. If Landlord does not obtain such insurance within sixty (60) days after the receipt of such notice, Tenant's Proportionate Share of

such insurance premiums under this subparagraph shall be based upon such lower rate

10 1 1 Full Insurable Value The term Full Insurable Value shall mean actual replacement cost (exclusive of the cost of excavation, foundations and footings below the basement floor) without deduction for any physical depreciation

10 1 2 Failure of Landlord to Insure. If Landlord shall fail, refuse or neglect to obtain such insurance or to maintain the same, and furnish Tenant with proof of the same upon demand, Tenant shall have the right to procure such insurance and to deduct the cost thereof from any rental or other sums payable under this Lease, and the amount thereof shall be payable to Tenant on demand together with interest at the Lease Interest Rate

10 1 3 Notice From Insurance Company Landlord covenants to cause the insurance company to agree upon issuance of each policy of insurance that Landlord and Tenant will be given ten (10) days advance written notice of any cancellation or reduction of insurance under such policy and that copies of all endorsements and notices issued after the date of such policy will be forwarded to Tenant

10 1 4 Other Tenants' Uses Landlord agrees it shall not, and shall not allow any other tenant(s) in the Shopping Center, to keep anything within their leased premises or in the Shopping Center, or use their leased premises or the Shopping Center for any purpose that will cause an increase in the insurance premium costs or invalidate any insurance policy(s) carried on the Shopping Center or its contents by Landlord or Tenant

10 2 Tenant's Insurance. Except as otherwise provided herein, Tenant, at its own cost and expense, shall insure its fixtures, equipment, merchandise, and other personal property in the Leased Space against any loss or damage caused by fire or other casualty or occurrence. Such insurance shall be written by a financially responsible insurer authorized to do business in the State of Oklahoma. Tenant shall provide Landlord with satisfactory evidence that its insurance policy contains an adequate waiver of subrogation clause in favor of Landlord. Tenant's obligation to maintain the insurance coverage described herein may be provided within the coverage of any "blanket" policy or policies of insurance carried and maintained by Tenant. Tenant, in its sole discretion, shall have the right to self insure its fixtures, equipment, merchandise and other personal property in the Leased Space against any loss or damage caused by fire or other casualty or occurrence and in that event, shall, in lieu of providing evidence of insurance coverage to Landlord, notify Landlord in writing of such self insurance

10 3 Mutual Waiver Landlord and Tenant hereby waive any and all rights of recovery against each other for any loss or damage to the Shopping Center, Leased Space or the property and contents contained therein to the extent such loss or damage is or would be covered by the insurance required to be carried by each party hereunder, even if such coverage is not actually maintained. Such waiver shall also apply to the extent of any deductible maintained by either party under its insurance policies. It is understood that this waiver applies to any loss or damage regardless of the cause, including, without limitation, if caused by the negligence of Landlord, Tenant or their respective employees, agents, assigns, licensees or sublessees.

11 ASSIGNMENT, SUBLETTING AND DISCONTINUANCE OF OPERATIONS

11 1 Tenant Assignment and Subletting. Subject to the terms hereof, Tenant shall have the right to assign this Lease or to sublease the Leased Space or any part thereof without the consent of Landlord for any use not prohibited by the Permitted Encumbrances or not in violation of any use restrictions contained in other leases in the Shopping Center for individual tenants occupying more than 8,000 square feet, provided Landlord has previously furnished Tenant with notice of such exclusive uses, provided that Tenant shall remain liable hereunder unless specifically released by Landlord. Any assignee or sublessee hereunder shall be entitled to all the rights and benefits due or accruing to Tenant under this Lease, and Landlord agrees to accept the performance of Tenant's obligations hereunder from any such assignee or sublessee. Regardless of any assignment or subletting by Tenant, Landlord shall not change, modify or amend this Lease without the prior written consent of Tenant.

11 2 Discontinuance of Operations Tenant agrees to open for business in the Leased Space for at least one (1) day. Thereafter, Tenant shall have the continuing right to discontinue its operations in the Leased Space without the consent of Landlord.

11 3 Recapture In the event Tenant voluntarily discontinues its operations in the Leased Space for a period of one hundred eighty (180) consecutive days (other than for purposes of altering, remodeling or restoring the Leased Space), Landlord shall thereafter have the right to terminate this Lease during the sixty (60) day period immediately following such one hundred eighty (180) day period by giving thirty (30) days' advance notice to Tenant. No termination of this Lease shall affect the obligations of either party accrued prior to the date of termination. If Landlord does not so terminate this Lease during such sixty (60) day period, Landlord's right to terminate shall be extinguished until after any subsequent voluntary discontinuance of operations in the Leased Space by Tenant for a period of one hundred eighty (180) consecutive days. Tenant shall not be deemed to have discontinued its

operations in the Leased Space by virtue of assigning or subletting its interest therein

11 4 Landlord Assignment During the first Lease Year, Landlord shall not transfer or assign this Lease without Tenant's prior written consent. The sale or transfer at any one time or in the aggregate during the existence of the Lease of more than twenty percent (20%) of the ownership or beneficial interest in Landlord shall be deemed to be an assignment or transfer of the Lease within the context of this Subparagraph 11 4

12 INDEMNITY AND PUBLIC LIABILITY INSURANCE. Subject to the waiver of subrogation provisions of Subparagraph 10 3, Landlord and Tenant shall provide the following indemnification

12 1 Landlord's Indemnity Landlord agrees to defend and indemnify and shall hold Tenant harmless against all claims, judgments, demands, damages, liability and costs and expenses (including reasonable attorneys' fees) of any person or persons whomsoever on account of injuries or accidents occurring in, on or about the Real Property or the Shopping Center as a result of willful or negligent acts or omissions of Landlord, its employees, contractors, customers, invitees, agents or representatives, and Landlord shall carry, at its expense (subject to reimbursement to the extent provided under Subparagraph 7 1), public liability insurance on the Shopping Center stipulating limits of not less than \$3,000,000 00 for each occurrence for injury or death and \$1,000,000 00 for property damage. Certificates of such insurance shall be furnished to Tenant, and Landlord shall have all such policies of insurance name Tenant as an additional named insured

12 2 Tenant's Indemnity Tenant agrees to indemnify and shall hold Landlord harmless against all claims, judgments, demands, damages, liability and costs and expenses (including reasonable attorneys' fees) of any person or persons whomsoever on account of any injuries or accidents occurring on the Real Property or Shopping Center as a result of willful or negligent acts or omissions of Tenant, its employees, contractors, customers, invitees, agents or representatives, and Tenant shall carry public liability insurance on the Leased Space stipulating limits of not less than \$3,000,000 00 for each occurrence for injury or death and \$1,000 00 for property damages. Certificates of such insurance shall be furnished to Landlord, and Tenant shall have all such policies of insurance name Landlord as an additional named insured

13 DEFAULT.

13 1 Tenant's Default In the event Tenant should default in the payment of the rental, Landlord shall give Text written notice of such default by certified mail, and Tenant shall have fifteen (15) days from the date of receiving such notice to correct same. Should Tenant fail to correct such default in said

fifteen (15) day period, Landlord shall then give Tenant a second written notice by certified mail and, if such default is not cured within five (5) days from the receipt of such second notice, Landlord may, in addition to all other rights available to Landlord under the laws of the State of Oklahoma, other than acceleration of future rental, which remedy shall not be available to Landlord, terminate this Lease in the event Tenant should fail to comply with any other of its obligations under this Lease, Landlord shall give Tenant written notice of such default by certified mail. Should such default continue to exist at the expiration of thirty (30) days from the date of receipt of such notice, and Tenant is not then engaged in prudent efforts to cure such default, Landlord shall then give Tenant a second written notice by certified mail, and, if such default is not cured within five (5) days from the receipt of such second notice, Landlord may, in addition to all other rights available to Landlord under the laws of the State of Oklahoma, other than acceleration of future rental, which remedy shall not be available to Landlord, terminate this Lease. Notwithstanding the foregoing, Landlord shall not have the right to repossess the Leased Space in the event of a bona fide dispute regarding Tenant's liability, if any, to make repairs to the Leased Space until after such liability has been finally judicially determined. Should Tenant correct its default within the time provided or correct such default by action commenced during such time period and prudently pursued thereafter, then Tenant's rights hereunder shall be re-established as though said default had not occurred. In the event of a default by Tenant, Landlord shall have the affirmative obligation to mitigate its damages to the fullest extent reasonably possible.

13 2 Landlord's Default Should Landlord default in fulfillment of any of its obligations under this Lease and fail to correct such default within thirty (30) days from receipt of written notice from Tenant of such default (except for failure to make emergency repairs as set forth in Subparagraph 7.5 hereof which shall not require thirty (30) days' written notice), Tenant shall then give Landlord a second written notice by certified mail and if such default is not cured within five (5) days from the receipt of such second notice, Tenant, at its option, may (i) correct such default and deduct any and all costs as a result of such correction, together with interest at the Lease Interest Rate, from rentals due or becoming due until Tenant shall be reimbursed in full for the cost of such correction, or (ii) Tenant shall have the right, so long as any default shall continue for a period of at least ninety (90) days, to terminate this Lease. In the event of any dispute between the parties as to the right of Tenant to such deduction as provided above, Landlord covenants and agrees that Tenant will not be in default hereunder unless Tenant shall fail to pay to Landlord the amount of any such deduction within ten (10) days after receipt of notice by Tenant of a final and unappealable judgment with respect thereto in favor of Landlord.

14 REDELIVERY OF LEASED SPACE. Tenant shall, at the termination of this Lease or any extension thereof, peacefully quit, surrender and deliver up to Landlord, its successors or assigns, the Leased Space in the condition required by Subparagraph 7 2, with the exception of usual wear and tear, damage by fire, the elements, civil riot, war or any other casualty. In regard to such delivery, Tenant shall not be required to restore or alter the Leased Space to allow for any particular use.

15 HOLDING OVER In the event Tenant should remain in possession of the Leased Space after expiration of this Lease, without the execution of a new Lease, Tenant shall be deemed to be occupying the Leased Space as a tenant from month to month, terminable upon one hundred twenty (120) days' written notice by either party, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, provided that if Tenant holds over without Landlord's consent, the monthly rental shall be one hundred twenty-five percent (125%) of the monthly rental then in effect.

16 REMOVALS BY TENANT All trade fixtures, equipment, machinery, merchandise, counters, shelving, light fixtures, signs and other property owned by Tenant shall remain the property of Tenant without regard to the means by which the same is installed, fastened or attached to the Leased Space. Tenant shall have the right at any time prior to or upon termination or expiration of this Lease to remove any and all of its merchandise, machinery, equipment, counters, shelving, light fixtures, signs and trade fixtures (regardless of the manner in which any of said items have been installed, attached or fastened to the Leased Space) which it owns and has placed in, upon and about the Shopping Center, as well as any and all property located in the Leased Space and owned by Tenant at such time. Any damage resulting from such removal shall be repaired at the expense of Tenant. It is understood that a bona fide dispute between Landlord and Tenant as to rental claimed to be due shall not operate to prevent removal of any property by Tenant pursuant to this paragraph, but in such event Tenant shall have the right to remove the same as if no rental were then due. Landlord hereby waives all claims, rights, including without limitation security interests or any "Landlord is Lien", whether by statute or common law, in any of Tenant's personal property.

17 NOTICES All notices required under this Lease shall be given in writing, and shall be deemed to be properly served if (i) sent by certified mail with return receipt requested, or (ii) sent by receipted overnight delivery service, or (iii) personally delivered to the address hereinafter identified. Except as herein otherwise specifically provided to the contrary, the effective date of such notice or exercise of any option shall be the date which is stamped by the United States Post Office Department on the envelope enclosing same, the date of the receipt for the overnight delivery or the date on which personal delivery is

made The parties hereto shall not refuse to accept delivery of said notices

17 1 Addresses Until changed by written notice from the appropriate party to the other, the addresses of the parties are and shall be

LANDLORD	Jackson Land II, LLC c/o Tom D Parker 1504 Morning Star Edmond, OK 73034
TENANT	FLEMING COMPANIES, INC 6301 Waterford Boulevard Oklahoma City, OK 73118 Attn Manager of Lease Administration
COPY TO	Fleming Companies, Inc 6301 Waterford Boulevard Oklahoma City, OK 73118 Attn Assistant General Counsel
COPY TO	Bakers Supermarkets Vice President Corporate and Retail Support 8420 West Dodge Road Omaha, NE 68114

17 2 Rental Payment Address Until appropriately changed by thirty (30) days written notice to Tenant, rental payments hereunder shall be made to Landlord either by mail or otherwise as follows

LANDLORD	Jackson Land II, LLC c/o Tom D Parker 1504 Morning Star Edmond, OK 73034
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In the event the rental payment address is changed in connection with the transfer of beneficial interest in the Shopping Center and/or this Lease, Tenant shall not be required to comply with such notice unless the same is accompanied by evidence satisfactory to Tenant of such change of ownership and/or assignment and Tenant has given its consent thereto, and any payments made by Tenant prior to receiving such satisfactory evidence and the granting of Tenant's approval thereto shall be deemed properly paid

18 AUTHORITY. Each party hereto affirms and states that it has full right, power and authority to enter into and perform this Lease and each of the provisions hereof shall be binding and enforceable against each party in accordance with its terms

19 MEMORANDUM OF LEASE Landlord agrees that it will not record this Lease, but contemporaneously herewith, will execute a Memorandum of Lease, in the form of Exhibit "E" attached hereto, which will set forth a legal description of the Real Property, the term of the Lease and any other provisions hereof as Tenant may request, and Tenant may, at its option, record such Memorandum of Lease in the real property records of Oklahoma County, Oklahoma

20 SUBORDINATION AND NON-DISTURBANCE Tenant agrees that it will execute a Subordination and Non-Disturbance Agreement in the form of Exhibit "F" attached hereto which will subordinate Tenant's interest hereunder to the interest of each and every mortgagee(s) holding mortgage lien(s) on the Shopping Center, if such mortgagee(s) require such a subordination, provided, however, such subordination shall be subject to the non-disturbance provisions contained therein and shall contain Tenant's affirmative obligation of attornment to any successor owner or owners of the Real Property. Prior to or within ten (10) days of the execution of this Lease, Landlord shall provide to Tenant a fully executed Non-Disturbance Agreement from each existing mortgagee of the Shopping Center, which Non-Disturbance Agreement shall be in the form of Exhibit "G" attached hereto and thereafter, within ten (10) days of creating any mortgage lien(s) on the Shopping Center in favor of any mortgagee(s) obtain the execution by each such mortgagee(s) of the Non-Disturbance Agreement and provide for each such mortgagee a fully executed original to Tenant. In addition, upon Landlord's request, Tenant shall furnish an estoppel certificate in the form attached hereto as Exhibit "I "

21 MISCELLANEOUS.

21 1 Modifications to Lease. Landlord and Tenant agree that no alterations, changes or modifications of this Lease shall be effective unless made in writing and executed by the parties in the same manner as is this present instrument and specifically agree that no verbal or oral changes will be effective

21 2 Partial Invalidity Should any clause or provision of this Lease be invalid or void for any reason, such invalid or void clause shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect

21 3 Descriptive Headings The descriptive headings of the paragraphs of this Lease are for convenience only and shall not be used in the construction of the contents hereof

21 4 Binding Effect. It is agreed between the parties hereto that all covenants and undertakings contained in this Lease shall extend to and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto. The covenants and agreements contained herein

shall run with the land and continue for the term of this Lease and any extensions thereof

21 5 Non-Waiver. Any assents, expressed or implied, by Landlord or Tenant to any breach of any specific covenants or conditions herein contained shall not be construed as an assent or waiver of any such covenants or conditions generally, or of any subsequent breach thereof

21 6 Tenant's Use Tenant may use the Leased Space for any lawful purpose Any use by any assignee or subtenant of Tenant shall be subject to the provisions of Paragraph 11 The obligations of the parties hereunder are at all times subject to the Permitted Encumbrances shown on Schedule 6 2 and all applicable laws, ordinances and regulations affecting the Real Property

21 7 Choice of Law This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma

21 8 Remedies Cumulative. No remedy conferred under this Lease shall be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy provided or now or hereafter existing at law, in equity, herein or otherwise The election of any one or more remedies by a party hereto shall not be deemed, and shall not constitute a waiver of that party's right to pursue any other available remedy or remedies

21 9 Multiple Originals This Shopping Center Lease is executed simultaneously in multiple originals, each of which shall be deemed an original, without the production of the other such originals

21 10 Materialmen's Liens If any materialmen's lien is filed against the Shopping Center or Leased Space by reason of any work, labor, services or materials performed at or furnished on the Shopping Center or Leased Space at the request of Landlord, Landlord shall cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Landlord, at its expense, shall have the right to contest any and all such liens If any materialmen's lien is filed against the Leased Space by reason of any work, labor, services or materials performed at or furnished on the Leased Space at the request of Tenant, Tenant shall cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Tenant, at its expense, shall have the right to contest any and all such liens

21 11 Entry by Landlord. Landlord, its lenders, agents or contractors, shall have the right to enter the Leased Space at any reasonable time after reasonable notice for the pur-

pose of inspecting the same or for the purpose of performing any act that may be required of Landlord hereunder. In addition, during the last six (6) months of the term of this Lease, Landlord may enter the Leased Space at all reasonable times after reasonable notice for the purpose of showing the same to a prospective tenant. No entry by Landlord, its lenders, agents or contractors, shall interfere with the operation of Tenant's business in the Leased Space.

21.12 Relationship of Parties. Nothing contained herein shall be deemed or construed to create a principal and agent, joint venture, partnership or association relationship between Landlord and Tenant.

21.13 Submission of Lease. The submission of this Lease for examination does not constitute a reservation of, or option for, the Leased Space, and this Lease shall become effective only upon execution, delivery and receipt thereof by Landlord and Tenant.

21.14 Trash Removal. Each tenant in the Shopping Center shall separately pay for the removal of the trash generated by such tenant in the operation of its business, and such cost shall not be included in Common Area Maintenance Costs. Landlord, and Tenant with respect to the Leased Space, shall ensure that all such trash is secured in appropriate containers behind the Shopping Center and appropriately screened from view.

21.15 Landlord's Mortgage. All mortgage payments or other charges required to discharge any lien or encumbrance that may affect the Shopping Center and for which Landlord is responsible shall be paid by Landlord as the same shall become due and before delinquent.

21.16 Interpretation. This Lease shall be interpreted in a fair and impartial manner without regard to such factors as the party that drafted this Lease or the relative bargaining power of the parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease on the date first above written.

LANDLORD

JACKSON LAND II, LLC, an Oklahoma
limited liability company

By T. D. P.
Managing Member

TENANT

FLEMING COMPANIES, INC , d/b/a
Bakers Supermarkets, An Oklahoma
Corporation

By Robert W Smith
SR Vice President

STATE OF OKLAHOMA

)
) SS

COUNTY OF OKLAHOMA

)

Acknowledged before me this 3rd day of April,
1998, by Tom D Parker, as Managing Member of Jackson Land II,
LLC, an Oklahoma limited liability company

Evonne M Roberson
Notary Public, State of Okl
My Commission 6-26-99

(Notary Seal)

STATE OF OKLAHOMA

)
) SS

COUNTY OF OKLAHOMA

)

Acknowledged before me this 3rd of April,
1998, by Robert W Smith as Vice President of Fleming Companies, Inc ,
an Oklahoma corporation

Evonne M Roberson
Notary Public, State of Okl
My Commission 6-26-99

(Notary Seal)

Exhibits

A	Site Plan
B	Legal Description
B-1	Appurtenant Easements
C	Commencement Date Acknowledgement
D	Declaration
E	Memorandum
F	Subordination and Non-Disturbance Agreement
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EXHIBIT "A"

Shopping Center Site Plan

EXHIBIT "B"

Real Property Description of Shopping Center

EXHIBIT "B-1"

Appurtenant Easements

EXHIBIT "C"

COMMENCEMENT DATE ACKNOWLEDGEMENT

THIS COMMENCEMENT DATE ACKNOWLEDGEMENT, entered into this _____ day of _____, 19__, by and between _____, a _____ corporation (hereinafter referred to as "Lessor"), and FLEMING COMPANIES, INC, an Oklahoma corporation (hereinafter referred to as "Lessee"),

W I T N E S S E T H

WHEREAS, the Lessor and the Lessee have previously entered into a certain Shopping Center Lease, dated _____, 19__, (the "Lease") covering Leased Space in the improvements located on the Real Property more particularly described on Exhibit "A" attached hereto, and

WHEREAS, by this instrument and pursuant to the terms of Paragraph 3 1 1 of the Lease, the Lessor and the Lessee desire to set forth in a written document the Commencement Date of the term of the Lease

NOW, THEREFORE, for valuable consideration and in consideration of the terms and covenants herein contained, the Lessor and Lessee agree as follows

1 COMMENCEMENT DATE The Commencement Date of the Initial Term of the Lease shall be 12 01 A M on the _____ day of _____, 19__

2 TERMINATION The Termination Date of the Initial Term of the Lease shall be at 11 59 P M on the _____ day of _____, 19__, provided, however, the Lessee has the option to extend the term of the Lease for four (4) additional terms of five (5) years each

3 EFFECT This Acknowledgement is executed pursuant to the terms of Paragraph 3 1 1 of the Lease and in no way alters, modifies or amends the Lease, and the Lease continues uninterrupted, unabated and in full force and effect

IN WITNESS WHEREOF, the Lessor and Lessee have executed and delivered this Addendum to Lease on the day, month and year first above written

LESSOR

_____, a

By _____
President

LESSEE

FLEMING COMPANIES, INC an Okla-
homa Corporation

By _____
Vice President

STATE OF _____)
COUNTY OF _____) ss
_____)

Acknowledged before me on _____, 199_, by
_____ as _____ of _____,
a _____

[SEAL]

Notary Public
My commission expires _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss
_____)

Acknowledged before me on _____, 199-, by
_____, as Vice President of Fleming Companies, Inc ,
an Oklahoma corporation

[SEAL]

Notary Public
My commission expires _____

EXHIBIT "D"

DECLARATION OF RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, _____ (the "Grantor") is the owner of certain tracts of real property (together, the "Property") located in Oklahoma County, Oklahoma, and described on Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, the Grantor desires to insure that the Property will at all times in the future be used as an integrated retail shopping center, notwithstanding any future separation of title to portions of the Property, and desires to establish certain rights to use and a plan for development of the Property for such use

NOW, THEREFORE, for the purpose of providing for the continued use of the Property as a single integrated parcel of real estate for the mutual benefit of the Grantor, his legal representatives, successors, assigns, tenants, customers, invitees, employees and mortgagees, for the purpose of providing adequate financing for all phases of development of the Property, and in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby, impose, establish and grant the restrictions, reservations, and easements hereinafter set forth on the Property. Said restrictions, reservations, and easements shall constitute covenants running with the land to benefit and burden all of the Property irrespective of the manner in which title to the Property may be subsequently divided. Any person or persons, corporation, trust, partnership or other legal entity whatsoever, hereafter becoming the owner either directly or indirectly through subsequent transfer or in any manner whatsoever of any portion of the Property and all tenants, customers, invitees, employees, and mortgagees shall take, hold and convey the same subject to the following

1 The owner or owners of any portion or portions of the Property and their respective heirs, successors, assigns, customers, invitees, employees, mortgagees, tenants, and tenants' customers, invitees, employees, servants and agents shall at all times have the right and privilege of use, both pedestrian and vehicular, for the purpose of ingress, egress, passage and parking in, to, upon and over any and all portions of the parking areas, driveways, approaches, entrances, sidewalks and other facilities providing ingress and egress (hereinafter called "Common Areas") substantially as the same are shown on the site plan attached hereto as Exhibit "B" (the "Site Plan"). The owner or owners of any portions of the Property shall have the right at any time to construct such permanent buildings as they may require on the portions of the Property owned by them, which permanent buildings shall not be deemed to encroach on the easements created by this instrument, provided that (1) a paved service drive a minimum of 30 feet in width shall at all times be maintained to allow for circular traf-

fic around the buildings to be constructed on the Property, (11) all buildings shall be located as set forth on the Site Plan, (111) the owner of each portion of the Property shall at all times maintain the parking requirements set forth in paragraph 2 hereof, and (1v) the buildings on any portion of the Property defined as outlots and designated as such on the Site Plan will comply with the requirements of paragraph 7 hereof

2 No owner of any portion of the Property shall at any time erect or permit to be erected any sign, fence, wall, pole, pipe, post, structure or other facility so as to prevent the free flow of traffic over and across the Common Areas maintained on the Property, provided that the construction of permanent buildings referred to in the preceding paragraph shall be permitted. The ratio of parking area to building space on each tract of the Property shall at all times be maintained at a level sufficient to meet the requirements of the City of Edmond, or other municipal or governmental authority having jurisdiction, provided that notwithstanding lesser requirements of any such governmental authority, the owner of each portion of the Property shall maintain those parking spaces as shown on the Site Plan. All parking stalls located on the Property shall be sufficient width for full sized American automobiles. The owner of any portion of the Property shall continuously maintain parking areas, entries, exits and driveways and other Common Areas reasonably necessary in connection with such portion of the Property.

3 No metered or other parking charge shall be assessed in connection with the parking use on the Property.

4 The owner of each portion of the Property (or the owner's lessee under any lease requirements with the owner) shall supervise, operate, manage, repair, replace and maintain all of the Common Areas lying within its particular portion. Each owner shall restripe and replace markings on the surface of the parking areas and driveways substantially in accordance with the plot plan attached hereto, and shall place or replace adequate exit and entrance and other traffic control signs to direct traffic in and out of the parking areas in each particular portion. Each owner shall maintain all buildings, improvements, and utilities located upon its respective tract in sound structural, operating conditions and shall maintain the exterior surfaces of such buildings in a state of good repair.

5 The owner or owners of any portion or portions of the Property and their respective heirs, successors, assigns, tenants and mortgagees shall at all times have the right and privilege of use for the purpose of the construction of footings, foundations, supports and walls in, to, upon, over and under those areas of the Property in which an improvement described on the Site Plan abuts the boundary line of any other portion or portions of the

Property, at locations mutually acceptable to the owners of any other portion or portions of the Property

6 So long as FLEMING COMPANIES, INC ("Fleming"), its successors, assigns or sublessees, is a tenant of the shopping center on the Property, no portion of the Property shall be used for or occupied by any business which sells for groceries (including, without limitation, food products, dry groceries such as household products and paper goods, and other items typically sold in supermarkets), meats, poultry, seafood, dairy products, fruits, vegetables or baked goods without the written permission of Fleming, its successors and assigns. No building constructed on any of the Property shall be used as a bowling alley, skating rink, bingo or billiard parlor, nightclub or any operation selling alcohol for on-site consumption, flea market, auto service station, theater, restaurant, cafeteria, video arcade, physical fitness center or other place of recreation or amusement, auto service station, medical center or clinic, training or educational facility or any other non-retail use except as shown on the Site Plan and approved in advance by Fleming.

7 No building erected on any portion of the Property shall exceed 1 story or 22 feet in vertical height, and the gross square footage of all buildings erected on any of such portions of the Property shall not exceed 25% of the gross square footage of the land area of that portion of the Property on which such buildings are erected.

8 The owner of each portion of the Property shall maintain or cause to be maintained comprehensive public liability insurance, endorsed to cover personal injury and contractual liability, covering the Common Areas, issued by a company qualified to transact business in the State of Oklahoma, in the minimum amounts of (1) \$3,000,000 for an accident affecting more than one person in or resulting from one occurrence, and (11) \$1,000,000 property damage for each occurrence. Each owner shall, upon request of any other owner, furnish certificates of such insurance at any time during the term hereof. Any policy required hereunder shall provide that such policy shall not be cancelable without at least ten (10) days' prior written notice to each owner of a portion of the Property. Each owner of a portion of the Property shall indemnify and hold harmless each other owner from and against all claims, actions, damages, liability and expenses in connection with bodily injury, death or property damage arising out of accidents occurring on such owner's portion of the Property occasioned wholly or in part by any negligent act or omission of its employees, agents or contractors. The comprehensive public liability insurance furnished by each owner shall include contractual liability coverage recognizing such indemnity.

9 The owner of each portion of the Property on which construction is being performed shall not permit any mechanics' or

materialmen's liens, or other similar liens, to stand against or attach to any part of the Property. The owner performing or causing to be performed such construction may bond and contest the validity and amount of any such lien, but on final determination of the validity and amount of the lien, such owner shall immediately pay any judgment rendered, with all property costs and charges, and shall have the lien released at such owner's expense. The owner performing or causing to be performed such construction shall indemnify, defend and hold harmless each other owner and each other owner's portion of the Property from all loss, cost, damage, liability and expense (including attorney's fees) resulting from the assertion of any such liens.

10 The owner of each portion of the Property shall pay prior to the due date all taxes and assessments, the payment of which would be secured by a lien upon any portion owned by such owner, and shall promptly, upon request of the owner of any other tract affected hereby, furnish to such owner tax receipts evidencing such payment.

11 In the event of any destruction of, or damage to any improvements upon any portion of the Property, the owner of such portion of the Property shall at the owner's option, either (i) cause such improvements to be repaired, reconstructed and restored as nearly as practicable to the condition existing just prior to such damage or destruction, or (ii) cause other improvements to be constructed on the area covered by the destroyed or damaged improvements, which other improvements are similar to, compatible with and integrated with the remaining development, or (iii) cause the area covered by the destroyed or damaged improvements to be razed and the area then to be, at the owner's option, either (a) paved, marked, lighted and drained so as to provide additional parking facilities for the remaining development, or (b) covered with suitable ground cover, or (iv) cause any combination of the foregoing to occur, provided that notwithstanding anything contained in this paragraph 11 to the contrary, the terms of the first mortgage covering such portion of the Property shall govern the application of insurance proceeds which are received as a result of any such destruction of or damage to improvements. The provisions of this paragraph 11 are intended to provide for obligations of owners of the various portions of the Property, therefore, the requirements of any owner's mortgagee and such owner's lessee under the terms of the mortgages or leases executed by such owner shall not be diminished by the obligations of the owner created hereunder, it being acknowledged by each owner that the obligations of each owner hereunder shall be in addition to and complementary to the requirements of any owner's mortgagee or such owner's lessee under the terms of the mortgages or leases executed by each owner.

12 Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

13 The restrictions hereby imposed cannot be terminated, amended or changed in any manner without the express written consent of (i) all of the record owners of the Property, (ii) all mortgagees holding mortgages of record affecting any portion of the Property, and (iii) Fleming, provided that, if at any time Fleming, its respective successors and assigns shall no longer be a tenant in the improvements on the Property, its consent to a termination or modification of this Agreement shall no longer be required

14 No partnership or joint venture is created by this instrument, the Grantor is imposing the easements and restrictions contained herein on the Property for the purposes set forth above to benefit Grantor, its legal representatives, successors, assigns, tenants, customers, invitees, employees and mortgagees which may now or hereafter hold liens on the Property or any part hereof

15 In the event any portion of the Property is taken by condemnation proceedings or by deed in lieu thereof, the entire award or payment for such taking shall be the property of the owner, mortgagees and tenants of the tract so taken, as their interest may appear, and the owners, mortgagees and tenants of the balance of the Property shall have no claim or right to participate in any such award or payment by virtue of this instrument

16 If the owner of any portion of the Property shall default with respect to any of its obligations set forth herein and such default shall continue for thirty (30) days after receipt of written notice thereof from the owner or owners of any other portion of the Property, the other owner or owners shall have the right to cure such default and to be reimbursed by the defaulting owner for reasonable costs and expenses, including attorney's fees, incurred in connection with curing the default, plus interest at the rate of eighteen percent (18%) per annum. Such right to reimbursement shall be secured by a lien which is hereby created upon the portion of the Property owned by the defaulting owner, provided that such lien shall be subordinate and inferior to any mortgage held by an insurance company, bank, trust company, savings and loan association or pension or profit-sharing trust secured by the portion of the Property owned by the defaulting owner

17 This agreement shall be construed according to the laws of the State of Oklahoma. If any clause or provision of this agreement is illegal, invalid or unenforceable then, and in that event, it is the intention of the Grantor and that the remainder of this agreement shall not be affected thereby and it is also the intention of the Grantor that in lieu of each clause or provision that is illegal, invalid or unenforceable there shall be added as part of this instrument a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the ____ day of _____, 199_

GRANTOR

STATE OF _____

)

) ss

COUNTY OF _____

)

Acknowledged before me on _____, 199_, by
_____, as _____ of _____,
a _____

[SEAL]

Notary Public

My commission expires _____

EXHIBIT "E"

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into this ____ day of _____, 1998, by and between _____ (hereinafter referred to as "Lessor"), and FLEMING COMPANIES, INC, an Oklahoma corporation (hereinafter referred to as "Lessee"),

W I T N E S S E T H

Upon commencement of the term of the Lease as hereinafter provided and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10 00) and other good and valuable consideration, the Lessor will demise, lease and let to the Lessee, certain improvements existing on the Real Property located in the County of Oklahoma, State of Oklahoma, more particularly described on Exhibit "A" attached hereto (which improvements are more particularly described in the Lease hereinafter referenced), together with all the hereditaments, privileges, and appurtenances thereto belonging (hereinafter called the "Leased Space")

The Leased Space will be leased for a term of twenty (20) years, commencing _____, 19__, and Lessee shall have the option to extend the Lease for four (4) additional terms of five (5) years each, with each extended term beginning at the expiration of the preceding term, as provided under the terms and conditions of a certain Shopping Center Lease dated _____, 1998, entered into by and between Lessor and Lessee (herein called the "Lease"), at the rentals and subject to the terms, covenants and conditions appearing in the said Lease between the parties hereto

The Lease further grants to Lessee certain easements and places certain use restrictions on the real property on which the Leased Space is located

The terms, covenants and conditions of the Lease are incorporated herein by reference with the same force and effect as though fully set forth herein

The purpose of this Memorandum of Lease is to give notice of the existence of such Lease, and it is understood this Memorandum of Lease shall not change, modify or amend the aforesaid Lease in any respect

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written

LESSOR

_____, a

By _____
President

LESSEE

FLEMING COMPANIES, INC an Okla-
homa Corporation

By _____
Vice President

STATE OF _____

)
) ss
)

COUNTY OF _____

Acknowledged before me on _____, 1998, by
_____, as _____ of _____,
a _____

[SEAL]

Notary Public
My commission expires _____

STATE OF OKLAHOMA

)
) ss
)

COUNTY OF OKLAHOMA

Acknowledged before me on _____, 1998, by
_____, as Vice President of Fleming Companies, Inc ,
an Oklahoma corporation

[SEAL]

Notary Public
My commission expires _____

EXHIBIT "F"

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 19__, by and between _____ (hereinafter referred to as the "Mortgagee") and FLEMING COMPANIES, INC., an Oklahoma corporation (hereinafter referred to as the "Lessee"),

W I T N E S S E T H

WHEREAS, the Lessee has entered into a certain Shopping Center Lease dated _____, 1996 (hereinafter referred to as the "Lease") with _____ (hereinafter referred to as the "Lessor"), which Lease covers retail store space (hereinafter referred to as the "Leased Space") in the shopping center known as _____, having a street address of _____, which is located on the Real Property more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"), and

WHEREAS, the Lease is evidenced of record by a Memorandum of Lease recorded in Book _____, at Page _____ of the records of Oklahoma County, Oklahoma, and

WHEREAS, the Mortgagee is the holder of a certain _____ dated _____, 19__, executed by Lessor, covering the Property, and recorded in Book _____, at Page _____ of the records of Oklahoma County, Oklahoma (hereinafter referred to as the "Mortgage"), and

WHEREAS, the Mortgagee has agreed to the extension of credit secured by the Mortgage provided that the Lease is subordinated to the lien of the Mortgage, and

WHEREAS, the Lessee desires to be assured of continued occupancy of the Leased Space under the terms of said Lease and subject to the terms of the Mortgage, and

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows

1 Said Lease is and shall be subject and subordinate to the Mortgage and the lien thereof as it affects the Property of which the Leased Space forms a part, and to all renewals, modifications, consolidations, replacements and extensions of such Mortgage, as fully and as if the Mortgage and all of its renewals, modifications, consolidations, replacements and extensions had been executed, delivered and recorded prior to execution of the Lease

2 In the event of foreclosure of the Mortgage, the Mortgagee thereunder will not join the Lessee under said Lease in

foreclosure proceedings so long as (a) the Lessee is not in default under any of the terms, covenants or conditions of said Lease, or (b) if default shall exist, so long as Lessee's time to cure such default has not expired

3 It is the express intent of the parties hereto that a foreclosure of the Mortgage or the exercise of any other remedies provided therein, or provided in any other instrument securing the indebtedness secured by the Mortgage, or the delivery of a deed to the Property in lieu of foreclosure shall not, of itself, result in the termination of the Lease, but any purchaser or other grantee upon foreclosure of the Mortgage or conveyance in lieu of foreclosure shall thereby automatically succeed to the position of the Lessor under the Lease

4 If, by disposition, foreclosure or otherwise, the Mortgagee, its successors or assigns, or any purchaser at a foreclosure sale, or otherwise, shall come into possession or become the owner of the Property, such person shall succeed to the interest of the Lessor under said Lease, and the Lease shall take effect as a lease of the Leased Space, together with all the rights and privileges therein contained, between such person and the Lessee for the balance of the term of the Lease between the Lessor and the Lessee, the Lessee agrees to attorn to and accept such person as Lessor under said Lease, and to be bound by and to perform all the obligations imposed by said Lease upon the Lessee therein, and the Mortgagee, its successors or assigns, or any purchaser at a foreclosure sale or otherwise, will not disturb the possession of the Lessee, and will be bound by all the obligations imposed by said Lease upon the Lessor therein

5 Upon the written request of either Lessee or Mortgagee to the other given after a foreclosure of the Mortgage or conveyance in lieu of foreclosure, which covers the Leased Space, the said parties agree to execute a Lease of the Leased Space upon the same terms and conditions as said Lease between the Lessor and the Lessee, which Lease shall cover any unexpired term of said Lease existing prior to such foreclosure or conveyance in lieu of foreclosure

6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written

MORTGAGEE

_____, a
_____ corporation

By _____
President

LESSEE

FLEMING COMPANIES, INC an Okla-
homa Corporation

By _____
Vice President

STATE OF _____)
COUNTY OF _____) ss

Acknowledged before me on _____, 199_ by
_____, as _____ of _____,
a _____

[SEAL]

Notary Public
My commission expires _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss

Acknowledged before me on _____, 199_, by
_____, as Vice President of Fleming Companies, Inc ,
an Oklahoma corporation

[SEAL]

Notary Public
My commission expires _____

EXHIBIT "G"

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 199_, by and between _____, a _____ corporation (hereinafter referred to as the "Mortgagee"), and FLEMING COMPANIES, INC , an Oklahoma corporation (hereinafter referred to as the "Lessee"),

W I T N E S S E T H

WHEREAS, the Lessee has entered into a certain Shopping Center Lease dated _____, 19__, (hereinafter referred to as the "Lease") with _____ (hereinafter referred to as the "Lessor"), which Lease covers retail store space (hereinafter referred to as the "Leased Space") in the shopping center known as _____, having a street address of _____, which is located on the Real Property more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"), and

WHEREAS, the Lease is evidenced of record by a Memorandum of Lease recorded in Book _____, at Page _____ of the records of Oklahoma County, Oklahoma, and

WHEREAS, the Mortgagee is the holder of a certain _____, dated _____, 19__, executed by Lessor, covering the Property, and recorded in Book _____, at Page _____ of the records of Oklahoma County, Oklahoma (hereinafter referred to as the "Mortgage"), and

WHEREAS, the Lessee desires to be assured of continued occupancy of the Leased Space under the terms of said Lease,

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows

1 In the event of a foreclosure of the Mortgage, the Mortgagee thereunder will not join the Lessee in foreclosure proceedings so long as the Lessee is not in default under any of the terms, covenants or conditions of said Lease, or, if default shall exist, so long as Lessee's time to cure such default has not expired

2 The terms of the Lease shall not be terminated or modified in any respect whatsoever nor shall the rights of the Lessee thereunder or the occupancy of the Leased Space thereby demised be affected in any way by reason of the Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, provided the Lessee is not in default under

any of the terms, covenants or conditions of the Lease, or if a default shall exist, the applicable cure period provided for in the Lease has not expired

3 It is the express intent of the parties hereto that a foreclosure of the Mortgage or the exercise of any other remedies provided therein, or provided in any other instrument securing the indebtedness secured by the Mortgage, or the delivery of a deed to the Property in lieu of foreclosure shall not, of itself, result in the termination of the Lease, but any purchaser or other grantee upon foreclosure of the Mortgage of conveyance in lieu of foreclosure shall thereby automatically succeed to the position of the Lessor under the Lease

4 If, by disposition, foreclosure or otherwise, the Mortgagee, its successors or assigns, or any purchaser at a foreclosure sale, or otherwise, shall come into possession or become the owner of the Property, such person shall succeed to the interest of the Lessor under said Lease, and the Lease shall take effect as a lease of the Leased Space, together with all the rights and privileges therein contained, between such person and the Lessee for the balance of the term of the Lease between the Lessor and the Lessee, the Lessee agrees to attorn to and accept such person as Lessor under said Lease, and to be bound by and to perform all the obligations imposed by said Lease upon the Lessee therein, and the Mortgagee, its successors or assigns, or any purchaser at a foreclosure sale or otherwise, will not disturb the possession of the Lessee, and will be bound by all the obligations imposed by said Lease upon the Lessor therein

5 Upon the written request of either Lessee or Mortgagee to the other given after a foreclosure of the Mortgage or conveyance in lieu of foreclosure, which covers the Leased Space, the said parties agree to execute a Lease of the Leased Space upon the same terms and conditions as said Lease between the Lessor and the Lessee, which Lease shall cover any unexpired term of said Lease existing prior to such foreclosure of conveyance in lieu of foreclosure

6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written

MORTGAGEE

_____, a

corporation

By _____
President

LESSEE

FLEMING COMPANIES, INC an Okla-
homa Corporation

By _____
Vice President

STATE OF _____)
COUNTY OF _____) ss
)

Acknowledged before me on _____, 199_, by
_____, as _____ of _____, a

[SEAL]

Notary Public
My commission expires _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss
)

Acknowledged before me on _____, 199_, by
_____, as Vice President of Fleming Companies, Inc ,
an Oklahoma corporation

[SEAL]

Notary Public
My commission expires _____

EXHIBIT "H"

Leased Space Costs

The following is a list of all costs that are to be included in the "Leased Space Costs" as set forth in Paragraph 4.2 of the Lease. Landlord shall provide Tenant with written evidence of the payment of all such costs and the data and other information used in allocating such costs to Tenant's pro rata share herein. Tenant shall have the right at any time to inspect and copy Landlord's books and records pertaining to the purchase, development and construction of the Shopping Center, the Leased Space and Landlord's entire surrounding real estate development which includes the outlots and pad sites to verify the accuracy of any such costs.

Leased Premises	\$50.00 per square foot for building shell cost and all other building improvements, both interior and exterior, such costs per square foot are based on the actual construction cost of the building shell in which the Leased Space is situated including the walls, roof, docks, exterior doors and window and utility service to the Leased Space, together with all other building improvements, both interior and exterior, all as reflected in the Plans furnished by Tenant pursuant to Paragraph 5 of the Lease.

EXHIBIT "I"

Re _____

Gentlemen

_____, as the Lessor ("Lessor"), and Fleming Companies, Inc, as Lessee ("Lessee") are parties to a Lease Agreement dated _____, 199__, [as amended], (the "Lease") for certain space ("Premises") located in the aforementioned shopping center

At the request of the Lessor and knowing that you, as Mortgagee ("Mortgagee"), are relying in part upon the accuracy of the information contained herein, Lessor and Lessee under the terms of the above described Lease, hereby certify, as of the date of this letter, to the best of our knowledge that

1 The Lease is in full force and effect, and Lessee is in actual possession of the Premises

2 The Lease has not been modified, supplemented or amended in any way, except as indicated therein or by the following agreements

3 All work required by the Lease to be performed by the Lessor has been completed in accordance with the provisions of the Lease (except as listed on Exhibit "A" attached hereto)

4 a The fixed monthly rent presently payable under the terms of the Lease is \$ _____

b The fixed monthly rent payable under the terms of the Lease has been paid through _____, 199__

c All additional charges owed by Lessee [rent or otherwise (i e , taxes, insurance and common area maintenance)] payable under the terms of the Lease have been paid through _____, 199__

d The Lease shall terminate on _____, 199__

e The Lease contains four (4), five (5) year options to renew on the terms and conditions described below

5 It is unknown at this time whether Tenant may be entitled to a credit in the event of any overpayment of estimated percentage rent or estimated common area charges and Tenant hereby preserves its rights for any such credit. Otherwise, the undersigned claims no offsets, set-offs, rebates, concessions, abatements or defenses against or with respect to rent, additional rent or other sums payable under the terms of the Lease (unless the work described on Exhibit "A" is not performed and completed by Lessor)

6 There are no defaults under the terms of the Lease (unless the items listed on Exhibit "A" are not resolved to Lessee's satisfaction)

7 Lessee has not made any security deposit under the Lease

 It is agreed and understood that any party relying on this letter is obligated to perform its own inspection and review the documents referenced herein

 Please be advised that the information stated herein is as of the date of this letter, and we disclaim any obligation to advise you of any changes or update the information contained herein, except as specifically required herein or by the Lease

 This Estoppel Letter shall be void and of no effect if it is not executed by all parties hereto, including the Mortgagee and if a copy of this fully executed Estoppel Letter is not delivered by mail to Fleming Companies, Inc , Attention Assistant General Counsel, P O Box 26647, Oklahoma City, Oklahoma 73126-0647

FLEMING COMPANIES, INC.

By _____

By _____
President

 The undersigned Mortgagee does hereby agree that in the event the undersigned succeeds to the interest of Lessor by foreclosure or otherwise, that it shall recognize the Lease and not disturb Lessee's right of quiet enjoyment so long as Lessee is not in default thereunder

"MORTGAGEE"

By _____

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of an
Estoppel Letter, dated _____, _____, to _____

AMENDMENT AND MEMORANDUM OF LEASE

THIS AMENDMENT AND MEMORANDUM OF LEASE, entered into this 5th day of August, 1998, by and between JACKSON LAND II, L L C , an Oklahoma limited liability company (hereinafter referred to as "Lessor"), and FLEMING COMPANIES, INC , an Oklahoma corporation (hereinafter referred to as "Lessee"),

W I T N E S S E T H

Lessor and Lessee are parties to a certain Shopping Center Lease dated April 3, 1998 and desire to amend such lease in certain respects. Accordingly, the Lessor and Lessee hereby agree that such lease is hereby amended as follows

a Exhibit A is hereby revised to read, in its entirety, as set forth on Exhibit A hereto

b Exhibits B and B-1 are hereby replaced by Exhibit B hereto

c The figure set forth in paragraph 4.1 as the Monthly Rate payable during the Third Renewal Term is hereby increased by \$1,000 (with no change in the Annual Minimum Rent set forth in such paragraph)

Such lease, as so amended, shall be referred to herein as the "Lease "

Upon commencement of the term of the Lease as hereinafter provided and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the Lessor will demise, lease and let to the Lessee, certain improvements existing on the real property located in the County of Oklahoma, State of Oklahoma, more particularly described on Exhibit B attached hereto (the "Real Property") which improvements are more particularly described in the Lease, together with all the hereditaments, privileges, and appurtenances thereto belonging (hereinafter called the "Leased Space")

The Leased Space will be leased for a term of twenty (20) years, commencing following completion of certain improvements to be constructed by Landlord on the Real Property, and Lessee shall have the option to extend the Lease for four (4) additional terms of five (5) years each, with each extended term beginning at the expiration of the preceding term, all as provided under the terms and conditions of the Lease, at the rentals and subject to the terms, covenants and conditions appearing in the Lease

The Lease further grants to Lessee certain easements and places certain use restrictions on the Real Property on which the Leased Space is located

The terms, covenants and conditions of the Lease are incorporated herein by reference with the same force and effect as though fully set forth herein

One purpose of this Amendment and Memorandum of Lease is to give notice of the existence of such Lease Except as set forth above, this Memorandum of Lease shall not change, modify or amend the Lease in any respect and, except as amended above, the Lease is hereby ratified

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written

LESSOR

JACKSON LAND II, L L C , an Oklahoma limited liability company

By Tom D Parker
Name Tom D Parker
Title Manager and Member

By James G Grissom
Name James G Grissom, as
Trustee of the James G
Grissom 1995 Trust,
under trust agreement
dated March 15, 1995
Title Manager and Member

(All of the Managers and Members)

LESSEE

FLEMING COMPANIES, INC an Oklahoma Corporation

By Robert A Smith
Sr Vice President

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Acknowledged before me on August 5, 1998, by Tom D Parker, as Manager and Member of Jackson Land II, L L C , an Oklahoma limited liability company.

[SEAL]

Robert A. Smith
Notary Public
My commission expires 1/29/01

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is made and entered into this 16TH day of OCTOBER, 1998, by and between JACKSON LAND II, L L C, an Oklahoma limited liability company (the "Lessor") and FLEMING COMPANIES, INC, an Oklahoma corporation (the "Lessee") with reference to the following

(1) Lessor and Lessee and parties to a certain Shopping Center Lease dated April 3, 1998 Such Shopping Center Lease was amended by an Amendment and Memorandum of Lease dated August 5, 1998 and, as so amended, shall be referred to herein as the "Lease "

(11) Lessor and Lessee desire to amend the Lease in certain respects Capitalized terms used herein but not defined shall have the meanings set forth in the Lease

NOW THEREFORE, in consideration of the foregoing and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows

1 Size of Store The parties have altered the plans for the Leased Space to be constructed pursuant to the Lease, which results in an increase in the size of the Leased Space to approximately 64 812 square feet All references in the Lease to the size of the Leased Space will be amended to reflect a Leased Space of approximately 64,812 square feet

2 Rent The parties have agreed to raise the Minimum Rental payable under the Lease Accordingly, paragraph 4 1 of the Lease is hereby amended to read, in its entirety, as follows

4 1 Minimum Rental An annual Minimum Rental for the Leased Space, as set forth below, and subject to adjustment as hereinafter provided, shall be payable at the monthly rate set forth below Monthly rent shall be paid in advance, beginning on the Commencement Date (unless otherwise abated, altered or diminished, as the case may be, pursuant to any provision of this Lease) and continuing on the first day of each subsequent calendar month

<u>Period</u>	<u>Annual Minimum Rental</u>	<u>Monthly Rate</u>
Initial Term		
Years 1-5	\$674,045 (\$10 40/SF)	\$56,170 40
Years 6-10	\$690,248 (\$10 65/SF)	\$57,520 65
Years 11-15	\$706,451 (\$10 90/SF)	\$58,870 90
Years 16-20	\$722,654 (\$11 15/SF)	\$60,221 15
First Extended Term	\$738,857 (\$11 40/SF)	\$61,571 40

Second Extended Term	\$755,060 (\$11 65/SF)	\$62,921 65
Third Extended Term	\$771,263 (\$11 90/SF)	\$64,271 90
Fourth Extended Term	\$787,466 (\$12 15/SF)	\$65,622 15

In the event the actual floor area of the Leased Space is more or less than 64,812 square feet, the above amounts will be adjusted based on the above per square foot rent

3 Construction Costs The parties have negotiated the foregoing Minimum Rental based on anticipated construction costs of \$6,419,474, computed in accordance with the provisions of Exhibit H to the Lease. The parties have further agreed that any excess construction costs shall be borne by the Lessor and any savings in construction costs will be shared one-half by Lessor and one-half by Lessee. Accordingly paragraph 4 2 of the Lease is hereby deleted in its entirety and the following is substituted therefor:

4 2 Leased Space Costs The parties anticipate that the Leased Space Costs, computed in accordance with the provisions of Exhibit H hereto, shall approximate \$6,419,474. Except as set forth below with respect to change orders, (i), to the extent the Leased Space Costs exceed such amount, Lessor will pay such costs and the same will not be reflected in any adjustment in the Minimum Rental or any other amount payable by Lessee under this Lease, and (ii) to the extent the Leased Space Costs are less than \$6,419,474, the savings will be divided equally between Lessor and Lessee. Notwithstanding the foregoing, to the extent Leased Space Costs are changed by reason of change orders made at the request of Lessee, any increase in Leased Space Costs resulting from change orders will be borne solely by Lessee and any savings in Leased Space Costs resulting from change orders shall inure solely to the benefit of Lessor except in the event the total Leased Space Costs (as adjusted by reason of costs savings, change orders, or both) are less than \$6,419,474, in which event such savings will be divided equally between Lessor and Lessee. Any additional Leased Space Costs to be borne by Lessee under this paragraph shall be paid by Lessee to Lessor on the Commencement Date or, at Lessee's option, reflected in an increase in Minimum Rental as provided below. Any savings in Leased Space Costs which inure to the benefit of Lessee under this paragraph shall be reflected by a reduction in Minimal Rental as provided below. To the extent this paragraph requires an increase in

Minimum Rental as a result of added Leased Space Costs to be borne by Lessee or a reduction in Minimum Rental as a result of cost savings to inure to Lessee's benefit, the annual Minimum Rental during the Initial Term (but not during any Extended Term) shall be increased (in the case of Leased Space Costs to be borne by Lessee) or decreased (in the case of savings to inure to Lessee's benefit) by 10 5¢ for each \$1 00 of such increased costs or savings

4 Ratification Except as hereby modified, the Lease is hereby ratified and shall remain in full force and effect

5 Whole Agreement This Agreement embodies all representations, warranties, and agreements of the parties with respect to the modification of the Lease and may be amended or modified only by an agreement in writing signed by the parties

6 Section Headings The section headings contained herein are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement

EXECUTED AND DELIVERED as of the day and year first above written

LESSOR

JACKSON LAND II, L L C , an Oklahoma limited liability company

By Tom D Parker
Name Tom D Parker
Title Manager and Member
By James G Grissom
Name James G Grissom, as
Trustee of the James G
Grissom 1995 Trust,
under trust agreement
dated March 15, 1995
Title Manager and Member

(All of the Managers and Members)

LESSEE

FLEMING COMPANIES, INC an Oklahoma Corporation

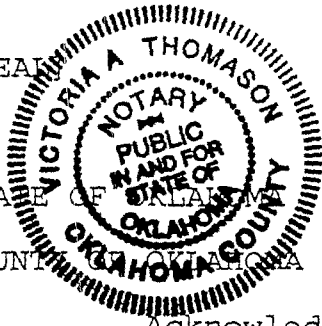
By Robert W Smith
Sr Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

)
) ss
)

Acknowledged before me on October 16, 1998, by Tom D Parker, as Manager and Member of Jackson Land II, L L C , an Oklahoma limited liability company

[SEAL]



STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

)
) ss
)

Victoria A. Thomason
Notary Public
My commission expires 09-06-2000

Acknowledged before me on October 16, 1998, by James G Grissom, as Trustee of the James G Grissom 1995 Trust, under trust agreement dated March 15, 1995, as Manager and Member of Jackson Land II, L L C , an Oklahoma limited liability company



STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

)
) ss
)

Victoria A. Thomason
Notary Public
My commission expires 09-06-2000

Acknowledged before me on Oct 16, 1998, by Robert W. Smith ~~as~~ Vice President of Fleming Companies Inc , an Oklahoma corporation

[SEAL]

Andrea M. Venares
Notary Public
My commission expires 09/22/99

THIRD AMENDMENT TO LEASE

This Third Amendment To Lease is made and entered into this 8th day of March, 1999, by and between JACKSON LAND II, L L C , an Oklahoma limited liability company (the "Landlord") and FLEMING COMPANIES, INC , an Oklahoma corporation (the "Tenant") with reference to the following ☺

(i) Landlord and Tenant are parties to a certain Shopping Center Lease dated April 3, 1998. Such Shopping Center Lease was amended by an Amendment and Memorandum of Lease dated August 5, 1998, and by Second Amendment To Lease dated October 16, 1998 and, as so amended, shall be referred to herein as the "Lease"

(ii) Landlord and Tenant desire to amend the Lease in certain respects. Capitalized terms used herein but not defined shall have the meanings set forth in the Lease.

NOW THEREFORE, in consideration of the foregoing and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1 Commencement Date Paragraph 3 1(ii) of the lease is hereby amended as follows:

The words "the first day of the first month after" are hereby deleted and the words "the first day" are substituted therefore.

2 Ratification Except as hereby modified, the Lease is hereby ratified and shall remain in full force and effect.

3 Whole Agreement This Agreement embodies all representations, warranties, and agreements of the parties with respect to the modification of the Lease and may be amended or modified only by an agreement in writing signed by the parties.

4 Section Headings The section headings contained herein are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

EXECUTED AND DELIVERED as of the day and year first above written.

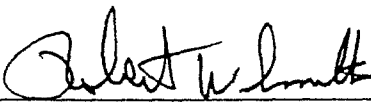
LANDLORD

JACKSON LAND II, L L C , an Oklahoma limited liability company

By Tom D Parker
Tom D Parker, Manager & Partner

TENANT

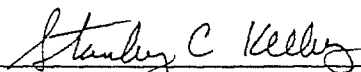
FLEMING COMPANIES, INC ,
an Oklahoma corporation

By 
Robert W Smith
Senior Vice President

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

Acknowledged before me on March 9, 1999, by Tom D
Parker, as Manager and Member of Jackson Land II, L L C , an Oklahoma limited
liability company

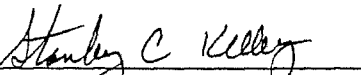
[SEAL]


Notary Public
My commission expires March 28, 1999

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

Acknowledged before me on March 8, 1999, by Robert W
Smith, as Senior Vice President of Fleming Companies, Inc , an Oklahoma corporation

[SEAL]


Notary Public
My commssion expires March 28, 1999

COMMENCEMENT DATE ACKNOWLEDGEMENT

THIS COMMENCEMENT DATE ACKNOWLEDGEMENT, entered into this 8th day of March, 1999, by and between JACKSON LAND II, LLC, an Oklahoma limited liability company (hereinafter referred to as "Landlord"), and FLEMING COMPANIES, INC , an Oklahoma corporation (hereinafter referred to as "Tenant"),

W I T N E S S E T H

WHEREAS, the Landlord and the Tenant have previously entered into a certain Shopping Center Lease, dated April 3, 1998 (the "Lease") covering Leased Space in the improvements located on the Real Property more particularly described on Exhibit "A" attached hereto, and

WHEREAS, by this instrument and pursuant to the terms of Paragraph 3 1 1 of the Lease, the Landlord and the Tenant desire to set forth in a written document the Commencement Date of the term of the Lease

NOW, THEREFORE, for valuable consideration and in consideration of the terms and covenants herein contained, the Landlord and Tenant agree as follows

1 COMMENCEMENT DATE The Commencement Date of the Initial Term of the Lease shall be 12 01 A M on the 28th day of February, 1999

2 TERMINATION The Termination Date of the Initial Term of the Lease shall be at 11 59 P M on the 27th day of February, 2019, provided, however, the Tenant has the option to extend the term of the Lease for four additional term(s) of five year(s)

3 EFFECT This Acknowledgement is executed pursuant to the terms of Paragraph 3 1 1 of the Lease and in no way alters, modifies or amends the Lease, and the Lease continues uninterrupted, unabated and in full force and effect

IN WITNESS WHEREOF, the Landlord and Tenant have executed and delivered this Addendum to Lease on the day, month and year first above written

LANDLORD

JACKSON LAND II, LLC
An Oklahoma limited liability company

By Tom D Parker
Tom D Parker

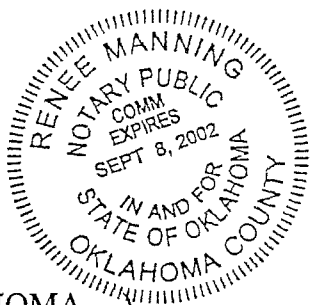
TENANT

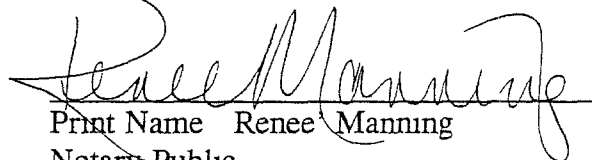
FLEMING COMPANIES, INC ,
An Oklahoma Corporation

By [Signature]

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

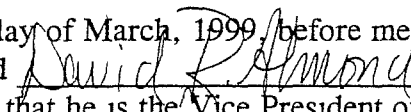
On this 8TH day of March, 1999, before me, a notary public in and for said county, personally appeared Tom D Parker to me personally known, who being by me duly sworn did say that he is the Managing Member, of Jackson Land II, Inc and that said instrument was signed and sealed on behalf of the said company and the said Tom D Parker acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed



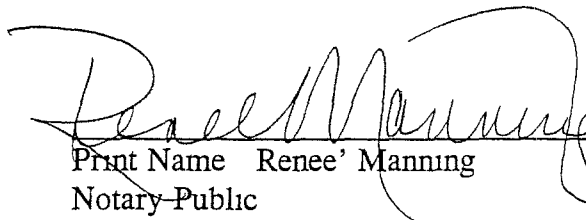

Print Name Renee Manning
Notary Public

Oklahoma County,
My Commission Expires 9/9/2002

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

On this 8th day of March, 1999, before me, a notary public in and for said county, personally appeared  to me personally known, who being by me duly sworn did say that he is the Vice President of Fleming Companies, Inc and that said instrument was signed and sealed on behalf of the said Corporation, and the said Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed




Print Name Renee Manning
Notary Public

Oklahoma County,
My Commission Expires 9/9/2002

GROSS SHUMAN BRIZZDLE & GILFILLAN, P C

GORDON R GROSS
IRVING M SHUMAN
PETER S GILFILLAN
DAVID H ALEXANDER
ROBERT J FELDMAN
LESLIE MARK GREENBAUM
JEFFREY A HUMAN
HUGH C CARLIN
HOWARD B COHEN
CINDY ALGASE GRADL*
JOHN K ROTTARIS
JOHN F LEONE
JONATHAN D SCHECHTER
DAVID H ELISOL
HARRY J FORREST
MELISSA S PAULL
JANET G BURHYTE

ATTORNEYS AT LAW
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(716) 854 4300

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Writer s Tel Ext 204

BY APPOINTMENT ONLY

5820 MAIN STREET SUITE 306
WILLIAMSVILLE NY 14221

JAMES B DENMAN SPECIAL COUNSEL

August 12, 2003

* NY & FL BAR

Via Certified Mail

Clerk

United States Bankruptcy Court
District of Delaware
824 Market Street, 5th Floor
Wilmington, Delaware 19801

**Re Fleming Companies Inc
Case No 03-10945-MFW**

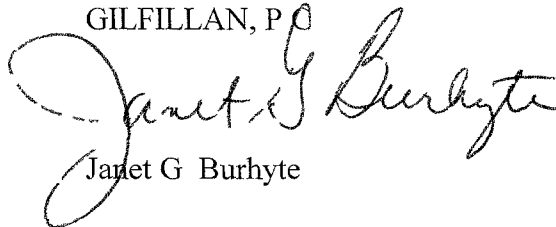
Dear Sir or Madam

Enclosed please find an original and two copies (without exhibits) of the proofs of claim to be filed on behalf of our client, Jackson Land II L L C. The first proof of claim is an administrative proof of claim in the amount of \$9,091.13 and the second proof of claim is in the amount of \$1,960,806.73. Please file the originals and date stamp the copies and return the date stamped copies to me in the envelope provided.

Thank you for your anticipated cooperation in this regard.

Sincerely,

GROSS SHUMAN BRIZZDLE &
GILFILLAN, P C



Janet G Burhyte

JGB/lgs
Enclosures

cc Mr Tom D Parker

**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 May 17, 2005, document(s) were appended to Claim Number **5235** for the following reason(s)

- ☒ Stipulation/Order
- ☐ New Supporting Documents
- ☐ Change of Address
- ☐ Withdrawn by Creditor per Notice
- ☐ Other Docket Number ##

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re) Chapter 11
FLEMING COMPANIES INC. <u>et al.</u> ¹) Case No. 03-10945 (MFW)
Debtors) (Jointly Administered)
)
)

**STIPULATION BY AND BETWEEN THE PCT AND JACKSON LAND II, LLC
REGARDING RESOLUTION OF CLAIM NUMBER 5235 AND CLAIM NUMBER 5236**

This Stipulation is entered into by and among the PCT² and Jackson Land II, LLC
(the "Claimant" and together with the PCT, the "Parties")

RECITALS

1 Background

A On April 1, 2003, the above-captioned debtors filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

B On or about August 21, 2003, the Claimant filed proof of claim number 5235 as an Unsecured claim in the amount of \$1,960,806.73. Claim number 5235 remains pending against the Debtors' estates.

¹ The Debtors whose cases remain open are as follows: Core-Mark International, Inc.; Fleming Companies, Inc.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; and Minter-Weisman Co.

² The PCT is the trust that was created pursuant to the *Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc. and Its Foreign Subsidiaries Under Chapter 11 of the United States Bankruptcy Code* (the "Plan") and the PCT Agreement (as defined in the Plan) for the purposes of carrying out certain provisions of the Plan.

C On or about August 21, 2003, the Claimant filed proof of claim number 5236 as an Administrative claim in the amount of \$9,091.13. Claim number 5236 remains pending against the Debtors' estates.

D On July 26, 2004, this court entered an order confirming the Debtors' plan of reorganization. The plan became effective on August 23, 2004. Pursuant to the plan, the PCT has the authority to enter into this Stipulation. See Plan at Article X.A.

E As a result of discussions between representatives to the PCT and the Claimant, the Parties have agreed upon the appropriate treatment of claim number 5235 and claim number 5236.

STIPULATION

NOW THEREFORE, the Parties hereto stipulate and agree as follows:

1 Claim number 5235 is allowed as a Class 6 General Unsecured Claim in the amount of \$1,960,806.73.

2 Claim number 5236 is withdrawn.

3 This Stipulation finally resolves the claims set forth herein as well as all claims that Claimant has against the Debtors, the PCT, and/or their respective successors, assigns, agents or representatives and Claimant hereby waives any additional claims it may have (whether they be asserted or unasserted) against the Debtors, the PCT and/or their respective successors, assigns, agents or representatives.

4 The Recitals set forth above are true and correct and are incorporated herein by this reference.

5 This Stipulation may be executed in any number of counterparts and by different Parties to the Stipulation on separate counterparts, each of which, when so executed, shall be deemed an original, but such counterparts shall constitute one and the same agreement. Any

signature delivered by a Party by a facsimile transmission shall be deemed an original signature hereof. Pursuant to Article X.A of the Plan, this Stipulation shall be effective upon execution by all Parties.

6. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of any of the Parties, including any Chapter 11 or Chapter 7 trustee appointed in the chapter 11 case.

7. Modifications of this Stipulation may be made only if such modifications are in writing and signed by each of the Parties hereto.

8. The Parties represent to each other that they have authority to act in connection with this Stipulation and will be bound by the terms of this Stipulation.

9. The Parties hereby expressly consent to the personal and subject matter jurisdiction of the Bankruptcy Court with respect to all matters relating to the interpretation of this Stipulation and any controversy arising with respect thereto. The Parties agree that the Bankruptcy Court shall have jurisdiction, but not exclusive jurisdiction, to resolve any disputes arising under or related to this Stipulation, and to interpret, implement and enforce the provisions of this Stipulation.

10. Each Party represents and warrants to the other Parties that this Stipulation was executed freely and voluntarily, that no promises or representations that are not contained in this Stipulation have been made to induce them to execute this Stipulation and that they have not relied on any promise or representation except as set forth herein, and that they have conducted their own independent investigation of all matters they deem relevant regarding this Stipulation.

11. This Stipulation constitutes the entire agreement between the Parties relating to the subject matter hereof notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior


or contemporaneous agreements, understandings, representations and statements, oral or written with respect to all or any part of the subject matter of this Stipulation are superseded by this Stipulation and shall be of no further force or effect.

12. The Parties have each cooperated in drafting this Stipulation. Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed against any of the Parties.

13. This Stipulation shall be governed by and construed and enforced under and in accordance with the internal laws of the State of Delaware, without giving effect to the conflicts of law's provisions of such state.

Dated February 23 2005

PCT The Post-Confirmation Trust for the
Estate of Fleming Companies, Inc. and its
former subsidiaries

By 

Name BARBARA E HAE

Title Authorized Representative

Dated February 23 2005

Jackson Land II, LLC

By 

Name TOM D PARKER

Title Managing Member

FORM B10 (Official Form 10) 4/01

UNITED STATES BANKRUPTCY COURT

DISTRICT OF Delaware

PROOF OF CLAIM

Name of Debtor

Fleming Companies, Inc.

Case Number

03-10945-MFW

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property)

Jackson Land II, L.L.C.

☐ 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 notice 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 AUG 21 2003

THIS SPACE IS FOR CREDITOR USE ONLY

Account or other number by which creditor identifies debtor

Check here

if this claim

☐ replaces

a previous filed claim dated

☐ amends

1 Basis for Claim
☐ Goods sold

☐ Services performed

☐ Money loaned

☐ Personal injury/wrongful death

☐ Taxes

☒ Other Lease Rejection Claim Under
11 U.S.C. § 502(d)(1)
☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)

☐ Wages, salaries, and compensation (fill out below)

Your SSN #

Unpaid compensation for services performed

from

(date)

to

(date)

2 Date debt was incurred See Exhibit A

3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed

 \$ 1,960,806.75 See Exhibit A for calculation of claim

If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5 Secured Claim

☐ Check this box if your claim is secured by collateral (including a right of set-off).

Brief Description of Collateral

☐ Real Estate

☐ Motor Vehicle

☐ Other

Value of Collateral \$

Amount of mortgage and other charges at time case filed included in secured claim, if any \$

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim.

Amount entitled to priority \$

Specify the priority of the claim

☐ Wages, salaries, or commissions up to \$4,650* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(1).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4).

☐ Up to \$2,160 in deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6).

☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7).

☐ Tax or penalties owed on pre-petition debts. 11 U.S.C. § 507(a)(8).

☐ Other. Specify applicable paragraph of 11 U.S.C. § 507(a)().

*Amounts are subject to adjustment on 1/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date

August 2003

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) JACKSON LAND II, L.L.C.

By

Tom D. Parker

Tom D. Parker, Manager & Partner

Penalty for presenting fraudulent claim: Fines of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 1592, 1593.

THIS SPACE IS FOR CREDITOR USE ONLY

Fleming Companies, Inc.



Exhibit A

Calculation of Unsecured Claim Under 11 U S C §502(b)(6)

- 1 11 U S C §502(b)(6)(A) - 15% of Rent Reserved for Remainder of Lease Term
(4/1/03-2/27/19) as follows

Lease Payments from 4/1/03 - 2/27/19

per attached lease and amendments \$11,214,636.40

Common Area Maintenance Taxes

and Insurance - per attached lease

and amendments

- 1,373,864.80

\$12,588,501.20

x .15

\$ 1,888,275.18


\$1,888,275.18

- 2 11 U S C §502(b)(6)(B) - Unpaid Rent due
under the Lease as of 4/1/03 bankruptcy filing

- 72,531.55

Total Claim Under 11 U S C §502(b)(6)

\$1,960,806.73

UNITED STATES BANKRUPTCY COURT		DISTRICT OF Delaware	PROOF OF CLAIM
Name of Debtor Fleming Companies Inc		Case Number 03-10545-MFW	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 507.			
Name of Creditor (The person or other entity to whom the debtor owes money or property) Jackson Land II L.L.C.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and address where notices should be sent. Gross Shuman Brizdle & Giffellan, P.C. 165 Main Street Suite 600 Buffalo NY 14203 Attn: Robert I Feldman Esq Telephone number: (716) 854-4390		THIS SPACE IS FOR COURT USE ONLY	
Account or other number by which creditor identifies debtor		Check here <input type="checkbox"/> replaces a previous filed claim, dated _____ <input type="checkbox"/> amends	
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Post-Petition Rent Due Under Lease</u> from _____ to _____ <u>annexed hereto from 4/1/03-5/19/03</u> (date) (date)			
2 Date debt was incurred <u>4/1/03 - 5/19/03</u>		3 If court judgment, date obtained _____	
4 Total Amount of Claim at Time Case Filed \$ _____ If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral, including a right of setoff. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6 Unsecured Priority Claim <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ <u>9,091.15</u> Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$-550)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$-100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input checked="" type="checkbox"/> Other: Specify applicable paragraph of 11 U.S.C. § 507(a): <u>1</u> <small>*Amounts are subject to disallowance or reduction and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.			
8 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date: August 11 2003		Sign and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any): JACKSON LAND II, L.L.C. By: <u>[Signature]</u> Tom D. Parkery, Manager & Partner	
Penalty for presenting fraudulent claim: Fine of up to \$500 or imprisonment for up to 5 years, or both.		Filing Corporation's Claim 	

Calculation of Administrative Claim Due for Post-Petition Rent
Under 11 U S C §507(a)(1)

Common Area, Maintenance Insurance and Taxes Due from 4.1/03 (Debtor's Filing) to date of lease rejection (5/19 03)	\$11,748.59
Less Post-Petition Payments by Debtor	<u>- 2,657.46</u>
	\$ 9,091.13