

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	PROOF OF CLAIM
In re Fleming Companies, Inc	Case Number 03-10945



485345

Bar Date Ref # 2-G1-3402

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 and Address

0354651485345

SENESA PROPERTIES, INC
C/O CROSS & COMPANY
100 SANDAU SUITE 300
SAN ANTONIO TX 78216

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if this address differs from the address on the envelope sent to you by the court.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number ()

CREDITOR TAX ID #

ACCOUNT OR OTHER NUMBER BY WHICH
CREDITOR IDENTIFIES DEBTOR

Check here ☐ replaces
if this claim ☐ or a previously filed claim dated _____
☐ amends

1 BASIS FOR CLAIM

- ☐ Goods sold ☐ Personal injury/wrongful death ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Services performed ☐ Taxes ☐ Wages, salaries, and compensation (Fill out below)
☐ Money loaned ☒ Other (describe briefly) _____ Your social security number _____

Unpaid compensation for services performed from _____ to _____
(date) (date)

*Commercial Real
Estate Lease Agreement*

2 DATE DEBT WAS INCURRED**3 IF COURT JUDGMENT, DATE OBTAINED**

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 6,298.68 \$ _____ \$ _____ \$ 6,298.68
(unsecured) (secured) (unsecured priority) (total)

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 setoff).

Brief description of collateral

- ☐ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of collateral \$ _____

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

6 UNSECURED PRIORITY CLAIM

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

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)(3)
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)
☐ Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)
☐ Other. Specify applicable paragraph of 11 U.S.C. § 507(a) _____

*Amounts are subject to adjustment on 4/1/01 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 your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.

BY MAIL TO
Bankruptcy Management Corporation
P.O. BOX 900
El Segundo, CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

THIS SPACE FOR COURT

FILED

SEP 05 2003

BMC

DATE SIGNED

8/28/03

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).

Eileen M. Kondoff, Property Manager Eileen M. Kondoff

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions

Fleming Companies Claim



08309

9/04/03

CROSS & COMPANY

8 16 am

User EILEEN

Occupant Ledger

Page 1

Unit Reference Number 44-100 Occupant Type Current
 Property Name NORTHWOOD EXECUTIVE BLDG -1550 ID 12817000735

-----|
 Company Name FLEMING COMPANIES Phone Number
 Address 1 1550 N E LOOP 410, SUITE 100 Unit Number 100
 Address 2 SAN ANTONIO, TEXAS 78209
 City, State Zip SAN ANTONIO, TEXAS 78209
 D/B/A Name

Open Items 6,298 68
 Open Credits - 0 00
 =====
 Current Balance = 6,298 68

Contact		Percentage Lease	No	
Security Deposit	0 00	Percentage		0 00
Other Deposit	0 00	Base Sales Amount		0 00
Square Feet (GLA)	4303	Billing Month	0	
Usable Sq Ft	0	Annual Sales		0 00
Gross Sq Ft	0			
Prorata Sq Ft	0			

Parking Information

Number of Reserved Parking Spaces 0
 Storage Space y

-----|
 Effective Date 10/01/00
 Expiration Date 9/30/03
 Move-In Date 10/01/00
 Move-Out Date
 Option Date

+-----[Bill To]-----+
 |
 |
 |
 |
 +-----+

Lease Term		-----	Commission Info	-----
Lease Type		Standard	y	
Base Year	0	Amount		0 00
Base Year Rent	0 00	Agent		

+----- Concession Information -----+			
		Term	Amount
Free Rent	n	0	0 00
Lease Buyout	n	0	0 00
Moving Expenses	n		0 00
Other	n		0 00
--- Tenant Improvement Allowances ---			
Standard Allowance Per S F		0 00	
Excess Allowance Per S F		0 00	
Comments			

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Occupant Ledger

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+-----+

S I C Code

Business Class

National Tentant ID

Insurance Certificate y

Cert Expires

|-----|

Expense Stop	2000 BY	Escalation Exclusion
First Refusal Right		Oper Exp /Base Year
Expansion Option		Emergency Number
Renewal Option		Emergency Contact
Cancel/Term Option		Security Deposit
Relocation Option		Base Yr Insurance
Signage		Base Yr Tax Amount
HVAC		Base Yr Ins Amount
CPI Increase		
Escalation Caps		

Account Status O K

Number of NSF Checks 0

Date of Last NSF Check

Amount of Last NSF Check

0 00

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Occupant Ledger

Page 3

Unit Reference Number 44-100 Occupant Type Current

Charge Schedule

Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Charge Amount
RNT	Monthly Rent	M	10/01/00	9/30/03	4,840 88
ESC	Escalation	M	12/01/01	12/31/01	303 07
ESC	Escalation	M	1/01/02	1/31/03	156 52
ESC	Escalation	M	2/01/03	12/31/03	424 22

This tenant has no lease options

History Grouped By Transaction

Date	Code	Description	Amount	Balance
12/01/01	ES1	Escalation	303 07	303 07
12/14/01	ES1	Pymt Batch 500 Check 5214978	(303 07)	0 00
12/01/01	RN1	Rent	4,840 88	4,840 88
12/14/01	RN1	Pymt Batch 500 Check 5214978	(4,840 88)	0 00
12/05/01	ES1	Beg Bal-01/01 Escalation	303 07	303 07
1/02/02	ES1	Pymt Batch 591 Check 5219631	(146 55)	156 52
2/06/02	ES1	Pymt Batch 663 Check 5226188	(146 55)	9 97
2/28/02	ES1	Rev Beg Bal-01/01 Escalation	(9 97)	0 00
12/05/01	RN1	Beg Bal-1st Mo Rent-Ck#513370	(4,840 88)	(4,840 88)
1/01/02	ES1	Escalation	156 52	156 52
1/02/02	ES1	Pymt Batch 591 Check 5219631	(156 52)	0 00
1/01/02	RN1	Rent	4,840 88	4,840 88
1/02/02	RN1	Pymt Batch 591 Check 5219631	(4,840 88)	0 00
2/01/02	ES1	Escalation	156 52	156 52
2/06/02	ES1	Pymt Batch 663 Check 5226188	(156 52)	0 00
2/01/02	RN1	Rent	4,840 88	4,840 88
2/06/02	RN1	Pymt Batch 663 Check 5226188	(4,840 88)	0 00
2/28/02	RN1	Rev Beg Bal-1st Mo Rent	4,840 88	4,840 88
2/28/02	RN1	Apply Batch 788 Chrg RN1	(4,840 88)	0 00
3/01/02	ES1	Escalation	156 52	156 52

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Occupant Ledger

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History Grouped By Transaction

Date	Code	Description	Amount	Balance
3/04/02	ES1	Pymt Batch 735 Check 5231927	(156 52)	0 00
3/01/02	RN1	Rent	4,840 88	4,840 88
3/04/02	RN1	Pymt Batch 735 Check 5231927	(4,840 88)	0 00
3/08/02	RE1	2001 Recapitulation	(2,134 52)	(2,134 52)
3/08/02	REC	2001 Recapitulation	(2,134 52)	(2,134 52)
3/08/02	REC	Rev 2001 Recapitulation	2,134 52	0 00
3/27/02	REC	Apply Batch 876 Chrg REC	(2,134 52)	(2,134 52)
3/04/02	RN1	Pymt Batch 735 Check 5231927	(146 55)	(146 55)
4/01/02	ES1	Escalation	156 52	156 52
4/03/02	ES1	Pymt Batch 919 Check 5239776	(156 52)	0 00
4/01/02	RN1	Rent	4,840 88	4,840 88
4/03/02	RN1	Pymt Batch 919 Check 5239776	(4,840 88)	0 00
4/03/02	RN1	Pymt Batch 919 Check 5239776	(146 55)	(146 55)
5/01/02	ES1	Escalation	156 52	156 52
5/02/02	ES1	Pymt Batch 127 Check 5245832	(156 52)	0 00
5/01/02	RN1	Rent	4,840 88	4,840 88
5/02/02	RN1	Pymt Batch 127 Check 5245832	(4,840 88)	0 00
5/02/02	RN1	Pymt Batch 127 Check 5245832	(146 55)	(146 55)
6/01/02	ESC	Escalation	156 52	156 52
6/06/02	ESC	Apply Batch 216 Chrg RN1	(146 55)	9 97
6/06/02	ESC	Apply Batch 216 Chrg RN1	(9 97)	0 00
6/01/02	RNT	Monthly Rent	4,840 88	4,840 88
6/06/02	RNT	Apply Batch 216 Chrg RE1	(2,134 52)	2,706 36
6/06/02	RNT	Apply Batch 216 Chrg RN1	(136 58)	2,569 78
6/06/02	RNT	Apply Batch 216 Chrg RN1	(146 55)	2,423 23
6/13/02	RNT	Pymt Batch 253 Check 5252542	(2,423 23)	0 00
6/13/02	RNT	Pymt Batch 253 Check 5252542	(2,720 72)	(2,720 72)
7/01/02	ESC	Escalation	156 52	156 52
7/02/02	ESC	Pymt Batch 306 Check 5258652	(156 52)	0 00

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Occupant Ledger

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History Grouped By Transaction

Date	Code	Description	Amount	Balance
7/01/02	RNT	Monthly Rent	4,840 88	4,840 88
7/02/02	RNT	Pymt Batch 306 Check 5258652	(4,840 88)	0 00
7/02/02	RNT	Pymt Batch 306 Check 5258652	(146 55)	(146 55)
8/01/02	ESC	Escalation	156 52	156 52
8/02/02	ESC	Pymt Batch 461 Check 5265810	(156 52)	0 00
8/01/02	RNT	Monthly Rent	4,840 88	4,840 88
8/02/02	RNT	Pymt Batch 461 Check 5265810	(4,840 88)	0 00
8/02/02	RNT	Pymt Batch 461 Check 5265810	(146 55)	(146 55)
9/01/02	ESC	Escalation	156 52	156 52
9/04/02	ESC	Apply Batch 575 Chrg RNT	(146 55)	9 97
9/04/02	ESC	Apply Batch 575 Chrg RNT	(9 97)	0 00
9/01/02	RNT	Monthly Rent	4,840 88	4,840 88
9/04/02	RNT	Pymt Batch 574 Check 5271800	(1,983 58)	2,857 30
9/04/02	RNT	Apply Batch 575 Chrg RNT	(2,720 72)	136 58
9/04/02	RNT	Apply Batch 575 Chrg RNT	(136 58)	0 00
10/01/02	ESC	Escalation	156 52	156 52
10/04/02	ESC	Pymt Batch 766 Check 5276887	(156 52)	0 00
10/01/02	RNT	Monthly Rent	4,840 88	4,840 88
10/04/02	RNT	Pymt Batch 766 Check 5276887	(4,840 88)	0 00
11/01/02	ESC	Escalation	156 52	156 52
11/04/02	ESC	Pymt Batch 838 Check 5282882	(156 52)	0 00
11/01/02	RNT	Monthly Rent	4,840 88	4,840 88
11/04/02	RNT	Pymt Batch 838 Check 5282882	(4,840 88)	0 00
12/01/02	ESC	Escalation	156 52	156 52
12/03/02	ESC	Pymt Batch 919 Check 288625	(156 52)	0 00
12/01/02	RNT	Monthly Rent	4,840 88	4,840 88
12/03/02	RNT	Pymt Batch 919 Check 288625	(4,840 88)	0 00
1/01/03	ESC	Escalation	156 52	156 52
1/02/03	ESC	Pymt Batch 126 Check 295173	(156 52)	0 00

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Occupant Ledger

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History Grouped By Transaction

Date	Code	Description	Amount	Balance
1/01/03	RNT	Monthly Rent	4,840 88	4,840 88
1/02/03	RNT	Pymt Batch 126 Check 295173	(4,840 88)	0 00
2/01/03	ESC	Escalation	424 22	424 22
2/03/03	ESC	Pymt Batch 215 Check 5304736	(156 52)	267 70
2/05/03	ESC	Pymt Batch 216 Check 5307220	(267 70)	0 00
2/01/03	RNT	Monthly Rent	4,840 88	4,840 88
2/03/03	RNT	Pymt Batch 215 Check 5304736	(4,840 88)	0 00
3/01/03	ESC	Escalation	424 22	424 22
3/03/03	ESC	Pymt Batch 302 Check 5313448	(424 22)	0 00
3/01/03	RNT	Monthly Rent	4,840 88	4,840 88
3/03/03	RNT	Pymt Batch 302 Check 5313448	(4,840 88)	0 00
4/01/03	ESC	Escalation	424 22	424 22
4/12/03	ESC	Pymt Batch 481 Check 5000702	(424 22)	0 00
4/01/03	REC	Recapitulation-2002	1,033 58	1,033 58
7/30/03	REC	Apply Batch 875 Chrg ESC	(293 10)	740 48
4/01/03	RNT	Monthly Rent	4,840 88	4,840 88
4/12/03	RNT	Pymt Batch 481 Check 5000702	(4,840 88)	0 00
5/01/03	ESC	Escalation	424 22	424 22
5/06/03	ESC	Pymt Batch 566 Check 5009152	(424 22)	0 00
5/01/03	RNT	Monthly Rent	4,840 88	4,840 88
5/06/03	RNT	Pymt Batch 566 Check 5009152	(4,840 88)	0 00
6/01/03	ESC	Escalation	424 22	424 22
6/05/03	ESC	Pymt Batch 682 Check 9505015	(424 22)	0 00
6/01/03	RNT	Monthly Rent	4,840 88	4,840 88
6/05/03	RNT	Pymt Batch 682 Check 9505015	(4,840 88)	0 00
7/01/03	ESC	Escalation	424 22	424 22
7/08/03	ESC	Pymt Batch 802 Check 9505021	(424 22)	0 00
7/01/03	RNT	Monthly Rent	4,840 88	4,840 88
7/08/03	RNT	Pymt Batch 802 Check 9505021	(4,840 88)	0 00

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Occupant Ledger

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History Grouped By Transaction

Date	Code	Description	Amount	Balance
7/31/03	ESC	Rev Beg Bal 01/01 Balance	(293 10)	(293 10)
8/01/03	ESC	Escalation	424 22	424 22
8/14/03	ESC	Pymt Batch 956 Check 5025794	(131 12)	293 10
8/01/03	RNT	Monthly Rent	4,840 88	4,840 88
8/14/03	RNT	Pymt Batch 956 Check 5025794	(4,840 88)	0 00
9/01/03	ESC	Escalation	424 22	424 22
9/01/03	RNT	Monthly Rent	4,840 88	4,840 88

COMMENCEMENT AGREEMENT

With respect to that certain Lease Agreement (the "Lease") dated June 13, 2000 by and between **WILSON MINERAL PROPERTIES, LTD** ("Landlord") and **FLEMING COMPANIES, INC**, ("Tenant"), covering approximately **4,303** square feet of the net rentable area located at **1550 N E Loop 410, Suite 100** ("the Premises") of **Northwood Executive Building**, ("Project Name") by their respective execution below, Landlord and Tenant each hereby stipulates and agrees

- 1) All capitalization terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the lease
- 2) The Commencement Date for the Lease occurred on **October 1, 2000** and the Expiration Date is **September 30 2003**
- 3) The Lease Premises contains **4,303** square feet of net rentable area
- 4) The Base Rent for the Premises is as follows

October 1, 2000 through September 30, 2003, a monthly sum of \$4,840 88

- 5) Tenant is in occupancy of the Premises and Tenant acknowledges that it has accepted the Premises and that Landlord has fully performed its obligations under the Work Letter of the Lease, with the exception of items on the "punch list" prepared by Landlord and Tenant Landlord shall complete the adjustments described in such punch list within thirty (30) days of the date of such punch list unless otherwise noted therein

This Declaration may be relied upon any person having or acquiring an interest in the
Lease or the Building, without notice to or consent of Landlord or Tenant

Executed this 10th day of November 2000

Landlord

Tenant

Wilson Mineral Properties, Ltd

Fleming Companies, Inc
An Oklahoma corporation

By [Signature]

By [Signature]

Title on behalf of the

Title VP - Senior Sales

Date 11/17/00

Date 11-10-00

mm 11/10/00

respect to such year, water, septic and/or sewerage cleaning including supplies janitorial services and pest control, utilities, including electricity and gas, licenses, permits and inspection fees refuse collection, insurance administrative expenses, including salaries and other expenses for labor and management fire protection, snow and ice removal, landscape maintenance, window washing, professional services, Homeowner's Association dues, and security. The following shall be excluded from Operating Expenses depreciation, cost of building alterations or renovations for other tenants in the building, commissions paid for leasing, cost of repairs occasioned by fire, windstorm or other casualty (but only to the extent reimbursed by insurance proceeds), the cost of correcting major defects in the design or construction of the Property, salaries of officers and executives of Landlord or Owner and the cost of any repairs, alterations, additions, changes replacements and other items which under generally accepted accounting principles are properly classified as capital expenditures (except as provided in Section 4 c below) or which are made in order to prepare for a new tenant's occupancy

- (c) The annual cost of capital improvements made to the Leased Premises or capital equipment purchased therefore which (i) are required by Applicable Laws relating to energy conservation public safety or security (and which do not result from defects in the original design, construction or equipping of the Leased Premises or (ii) are intended to reduce Operating Expenses, such annual cost to be determined based upon level amortization of the capital expenditure over the projected useful life of the improvement or equipment (regardless of whether such useful life extends beyond the term of this Lease) provided however, that the total costs referred to in clause (ii) above included in Operating Expenses with respect to any such capital improvement or capital equipment shall not exceed total actual cost savings realized from time to time as a result of such capital improvement or capital equipment

5 SALES AND USE TAX Tenant hereby covenants and agrees to pay monthly to Landlord as additional rent, any sales, use or other tax, excluding State and/or Federal Income Tax, now or hereafter imposed upon rents by any local, state or federal government authority, notwithstanding the fact that the ordinance, rule, regulation or law imposing the same may endeavor to impose tax on the Landlord

6. ~~SECURITY DEPOSIT Concurrently with the execution of this Lease, Tenant has deposited with Landlord the sum of \$4,840.88, the receipt being hereby acknowledged, which sum shall be retained by Landlord without liability for interest as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance by Tenant of the covenants of this Lease. If at any time Tenant shall be in default under any of the provisions of this Lease, Landlord shall have the right to use said deposit, or so much thereof as may be necessary in payment of any rent or of any damages incurred by Landlord by reason of such default by Tenant, or at the Landlord's option, the same may be retained by Landlord in liquidation of part of the damages suffered by Landlord by reason of default by the Tenant. Should all or any portion of the security deposit be appropriated and applied by Landlord under the terms of this Section 6, Tenant shall, within five (5) days following written demand by Landlord, remit to Landlord a sufficient amount of cash to restore the security deposit to the original sum deposited. If Tenant shall have fully and faithfully performed all of its obligations under this Lease, the security deposit shall be refunded to Tenant not later than thirty (30) days from the expiration of the Lease Term or Tenant's complete move-out, whichever is later. In the event of a sale or transfer of Landlord's interest in the Property, Landlord shall have the right to transfer the security deposit to such purchaser or transferee, in which event Tenant shall look only to the new Landlord for the return of the security deposit and Landlord shall thereupon be released from all liability to Tenant for the return of the security deposit.~~ *W.R.*

7 LAWS, RULES AND REGULATIONS Tenant hereby covenants and agrees to comply at its sole cost and expense with all of the ordinances, rules, regulations and laws of the city, county or state and federal authorities having jurisdiction over the Leased Premises, including all environmental laws and regulations and with the building rules and regulations which are listed in Exhibit "B" of this Lease. Landlord shall at all times have the right to change such building rules and regulations or to amend them in such reasonable manner as may be deemed advisable for the safety protection, care, and cleanliness of the Property and appurtenances and for preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be complied with and observed by Tenant. Notwithstanding the foregoing, this Lease shall prevail in the event of any conflicts between Exhibit "B" and the main body of this Lease

8 SIGNS Tenant will not place any sign(s) or other advertising material on the exterior of the Leased Premises or building(s) or in the common area interior of the building or display signs or advertising materials from the interior windows of the building which are visible from the exterior in which the Leased Premises are located, without the prior written consent of Landlord

9 SERVICES Landlord covenants and agrees to furnish the Leased Premises as long as the Tenant is not in default with electricity including fluorescent tube and ballast replacements, heating and air conditioning during the normal business hours of the Property (7:00 a.m. - 7:00 p.m. Monday through Friday and 9:00 a.m. - 1:00 p.m. Saturday, closed Sundays), and janitorial service/trash removal from Leased Premises five (5) times per week. In addition Landlord shall furnish supply and maintain Common Areas such as the restrooms, and shall furnish water and sewage disposal in the building in which the Leased Premises are located. All of such services to be at Landlord's cost and expense except as specifically provided to the contrary elsewhere in this Lease. If Tenant shall require electrical current or install electrical equipment, including but not limited to electrical heating refrigeration equipment, electronic data processing machines, punch card machines, or machines or equipment using electrical

Landlord Initials *W.R.* Tenant Initials *CR*

current which will in any way increase the amount of the electricity usually furnished for use in general office space, Tenant will obtain prior written approval from Landlord and pay for the additional direct expense involved including any installation cost thereof. Landlord does not warrant that any service or any equipment or machinery provided by Landlord (if any) will be free from interruption caused by repairs, renewal, improvements, changes of service, alterations, strikes, lockouts, labor controversies, accidents, inability to obtain fuel or power at a reasonable cost or other causes beyond Landlord's control. No such interruption shall be deemed an eviction or disturbance of Tenant's use and possession, shall not provide an abatement of rent or relieve Tenant from any obligation under this Lease provided that Landlord shall reasonably restore such interrupted service. Requests made by Tenant for maintenance or repair of the Leased Premises or Property must be made in writing to the Landlord.

10 CARE OF LEASED PREMISES, ALTERATIONS Tenant, by its occupancy hereunder, accepts the Leased Premises as being in good repair and good condition. Tenant shall maintain the Leased Premises and every part thereof in good repair and condition, ordinary wear and tear excepted. If Tenant fails to maintain the Leased Premises as required in this Lease, Landlord may maintain and make necessary repairs without liability to Tenant for any loss or damage that may occur to Tenant's property or business, and Tenant shall be liable to Landlord for all costs incurred in making such repairs. Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without prior written consent of Landlord. In the event Landlord consents to the proposed alterations, additions or improvements, the same shall be at Tenant's sole cost and expense and Tenant shall hold Landlord harmless on account of the cost thereof. Any such alterations shall be made at a time and in a manner as not to unreasonably interfere with the occupation, use and enjoyment of the remainder of the building by any other tenants. Any alterations, additions or improvements to the Leased Premises (other than moveable equipment or furniture owned by Tenant) shall at once become the property of the Landlord and shall be surrendered to the Landlord upon the termination of this Lease. If required by Landlord, such alterations shall be removed by Tenant upon the termination of the Lease Term and Tenant shall repair damage to the Leased Premises caused by such removal, all at Tenant's sole cost and expense. Landlord shall not be liable for, and the Leased Premises and/or Property shall not be subject to any mechanics, materialman's or other liens and Tenant shall keep the Leased Premises and the Property free from any such liens and shall indemnify Landlord against and satisfy any such liens which may arise as a result of acts of Tenant. Further, if required by Landlord, Tenant shall furnish such waiver or waivers of lien or payment or performance bonds in form and with surety satisfactory to Landlord before commencing any work on such alterations, additions or improvements including trade fixtures. All construction work done by Tenant within the Leased Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and in such manner as to minimize interference with other construction in progress and with the transaction of business at the Property. Tenant agrees to defend, indemnify and hold Landlord harmless from costs of compliance with requirements of the Americans with Disabilities Act of 1990, Title III.

11 QUIET ENJOYMENT So long as Tenant shall observe and perform all of its obligations under this Lease, Tenant shall peacefully and quietly have and enjoy possession of the Leased Premises without any unreasonable encumbrance or hindrance by, from or through Landlord except as provided for elsewhere under this Lease. Nothing in this Section 11 shall prevent Landlord from performing alterations or repairs on other portions of the Property not leased to Tenant, nor shall performance of such alterations or repairs be construed as a breach of the covenant made by Landlord.

12 LANDLORD'S RIGHT TO INSPECT AND DISPLAY Landlord shall have the right at all times during usual business hours during the Lease Term, to enter the Leased Premises for the purposes of examination or inspection and for making such repairs or alterations as the Landlord shall deem necessary. Landlord shall also have the right to enter the Leased Premises at reasonable hours for the purpose of showing the Leased Premises to prospective tenants, and potential purchasers of the Property.

13 DESTRUCTION OF PREMISES (a) If the Leased Premises is fifty percent (50%) or more destroyed by fire or other casualties, both Landlord and Tenant shall have the option of terminating this Lease or any renewal thereof upon giving written notice to the other party at any time within thirty (30) days from the date of such destruction, and if this Lease be so terminated, all rent shall cease as of the date of destruction and prepaid rent shall be refunded. (b) If the Leased Premises are less than fifty percent (50%) damaged by fire or other casualty or more than fifty percent (50%) destroyed thereby and neither party elects to terminate this Lease within the provisions of Section 13 (a) above or 13 (c) below, Landlord agrees, at Landlord's sole cost and expense to restore the Leased Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall commence within a reasonable time and be completed without delay on the part of the Landlord and in any event shall be accomplished within one hundred eighty (180) days from the date of the fire or other casualty. In such case all rents paid in advance shall be proportioned as of the date of damage or destruction and all rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage. If the damage is so extensive as to make it unfeasible for the Tenant to conduct Tenant's business on the Leased Premises, the rent shall be completely abated until the Leased Premises are restored by the Landlord or until the Tenant resumes use and occupancy of the Leased Premises, whichever shall first occur. Landlord shall not be liable for any inconvenience or interruption of business of Tenant occasioned by fire or other casualty. (c) If the Landlord undertakes to restore, rebuild or repair the Leased Premises, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days, and such failure does not result from causes beyond the control of Landlord, Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days after expiration of said one hundred eighty (180) day period, and (d) Landlord shall

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not be liable to carry fire, casualty or extended damage insurance on the person or property of Tenant or any person. Notwithstanding anything contained in (b) and (c) above, Landlord shall not be required to spend money to repair the Leased Premise if the cost of repairs exceed insurance proceeds received by Landlord, or if any mortgagee of the Property requires Landlord to apply the insurance proceeds to its debt.

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14 CONDEMNATION If during the Lease Term or any renewal thereof, the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purpose leased, is acquired or condemned by public authority for public use, then Lease Term shall cease and terminate as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs first. Upon such occurrence the rent shall be proportioned as of such date and any prepaid rent shall be returned to Tenant. The Landlord shall be entitled to the entire award for such taking except for any separate statutory claim (recoverable from the condemning authority and not from Landlord) of Tenant for injury, damage or destruction of Tenant's business accomplished by such taking. If a portion of the Leased Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the Leased Premises unusable for the purpose leased, then rents shall be proportionally adjusted according to the extent of the taking or condemnation. In no event shall Landlord be liable to Tenant for any business interruption, diminution in use or for the value of any unexpired portion of the Lease Term.

15 ASSIGNMENT AND SUBLEASE Tenant shall not encumber or assign this Lease or sublet all or any part of the Leased Premises without the prior written consent of Landlord. If such assignment is granted, which may or may not be granted by Landlord at its sole discretion, said assignment shall in no way relieve Tenant from its obligation to pay rent or to perform the conditions, covenants and provisions of this Lease. In no event shall this Lease be assigned or be assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any right or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

16 RELOCATION OF TENANT Landlord may, at Landlord's option, before or after the Commencement Date, elect by notice to Tenant to substitute for the Leased Premises other office space at the Property (the "Substitute Premises") designated by Landlord, provided that the Substitute Premises contain approximately the same number of useable square feet as the Leased Premises. Landlord's notice shall be accompanied by a plan of the Substitute Premises, and such notice of plan shall set forth the number of useable square feet contained in the Substitute Premises. Tenant shall vacate and surrender the Leased Premises and shall occupy the Substitute Premises promptly, and, in any event, not later than fifteen (15) days after Landlord has substantially completed the work to be performed by Landlord in the Substitute Premises pursuant to this Section 16.

The Base Rental for the Substitute Premises shall be the product of the Base Rental rate per square foot of the Leased Premises multiplied by the number of square feet in the Substitute Premises. Notwithstanding the preceding sentence, if the Base Rental for the Substitute Premises at the time of relocation is more than the Base Rental for the Leased Premises, the Base Rental for the Substitute Premises shall be equal to the Base Rental for the Leased Premises.

Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business due to the relocation of Tenant, nor any abatement or reduction of Base Rent or additional rents due, but Landlord shall, at Landlord's expense, do the following: (i) provide to Tenant personnel, to perform under Tenant's direction, the moving of Tenant's personal property and fixtures from the Leased Premises to the Substitute Premises, (ii) reimburse Tenant for Tenant's actual and reasonable out-of-pocket costs incurred by Tenant in connection with the relocation of any telephone or other communications equipment from the Leased Premises to the Substitute Premises, provided Tenant provides Landlord with receipts for the cost incurred, (iii) reimburse Tenant for any other actual and reasonable out-of-pocket costs incurred by Tenant in connection with the Tenant's move from the Leased Premises to the Substitute Premises, provided such costs are approved by Landlord in advance, which approval shall not be unreasonably withheld, and provided Tenant submits receipts of such costs to Landlord. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of Landlord's obligations under this Section 16. Tenant agrees (a) to provide to Landlord any approvals or instruction, and any plans and specifications or any other information reasonably requested by Landlord, and (b) to promptly perform in the Substitute Premises any work to be performed therein by Tenant to prepare the same for Tenant's occupancy.

From and after the date that Tenant shall actually vacate and surrender the Leased Premises to Landlord, this Lease (i) shall no longer apply to the Leased Premises, except with respect to obligation which accrued prior to surrender date, and (ii) shall apply to the Substitute Premises as if the Substitute Premises had been the space originally demised under this Lease.

17 HOLDOVER If Tenant, any assignee or subtenant continues to occupy the Leased Premises after the termination of this Lease (including a termination by notice under Section 22), without prior written consent of the Landlord, such tenancy shall be a "Tenancy of Sufferance" on a month to month basis. Acceptance by the Landlord of rent after such termination shall not constitute a renewal of this Lease or a consent to such occupancy, nor shall it waive Landlord's right of reentry or any other right by law or under this Lease. All other terms of this Lease shall remain in full force except that Base Rent payable on a monthly basis shall be equal to 200% of the aggregate of the Base Rent plus any additional rent that was payable in the last month of the term of this Lease.

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18 SUBORDINATION AND ATTORNMENT Tenant's rights under this Lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, ground lease assignment of leases or other security instrument or operating agreement or any renewal, modification, consolidation, participation replacement or extension thereof now or hereafter entered into by Landlord with respect to the Property or related improvements and land on which the Leased Premises are located or any part thereof This clause shall be self-operative, and no further instrument of subordination shall be required Tenant agrees to execute all instruments requested by Landlord or any mortgagee, trustee, beneficiary, Landlord or assignee of Landlord to confirm such subordination In the event Tenant fails to execute and deliver a subordination instrument or estoppel certificate within fifteen (15) days after Landlord's written request, Landlord, in addition to any other remedies it may have, may execute and deliver the same on behalf of Tenant Tenant hereby attorns to any successors to Landlord's interest in this Lease, and shall recognize such successor as Landlord hereunder Tenant agrees to execute all instruments requested by such successor to confirm such attornment

19 TENANT'S LIABILITY INSURANCE Tenant shall, at Tenant's expense obtain and keep in force during the Lease Term, a policy of commercial general liability insurance with an insurance company **qualified to do business in Texas** ~~reasonably acceptable to Landlord~~ and in the minimum amount of \$1,000,000 combined annual aggregate limits for bodily injury and property damage (with no lower per occurrence limits) insuring Tenant against any liability arising out of the use, occupancy and/or maintenance of the Leased Premises and naming Landlord and Landlord's designated property management company as additional insured's The limit of such insurance shall not limit the liability of Tenant under this Lease Before the earlier of the Commencement Date or the date Tenant takes occupancy of the Leased Premises, Tenant shall furnish Landlord with a certificate evidencing the insurance required ~~or, if Landlord requests, a copy of the policy~~ The certificate or the policy as the case may be must state that no modification or cancellation of the coverage may be effective without at least fifteen (15) days prior written notice to Landlord If Tenant fails to procure and maintain such insurance Landlord may but shall not be required to, procure and maintain such insurance at Tenant's sole expense which Tenant agrees to pay as additional rent

20 LIMITED LIABILITY OF LANDLORD Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to Landlord's interest in the Property and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of Landlord's interest in the Property No personal judgment shall lie against Landlord upon extinguishment of Landlord's rights in the Property and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets The provisions hereof shall inure to the benefit of Landlord's heirs, devisees, successors, assigns, administrators executors, and/or personal representatives including any mortgagee The foregoing provisions are not intended to relieve Landlord from the performance of any of the Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of a judgment against Landlord nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under this Lease

21 INDEMNIFICATION Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of Tenant, Tenant's employees, agents, guests, invitees or otherwise by reason of Tenant's occupancy of the Leased Premises or because of fire, flood windstorm, Acts of God or for any other reason, **except Landlord's gross negligence** Tenant agrees to indemnify and hold harmless Landlord from and against any and all loss damage, claim, demand, liability or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the Leased Premises by Tenant or in any way arising on account of any injury or damage caused to any person or property on or in the Leased Premises, provided however, that Tenant shall not indemnify Landlord in connection with loss or damage due to gross negligence of Landlord If Tenant's use of the Leased Premises causes Landlord's insurance premium for the Property to be increased Tenant agrees to pay, as additional rent the entire cost of such increase

22 DEFAULT In the event the Tenant shall (a) default in the payment of rent or any other sums payable by the Tenant herein and such default shall continue for a period of five (5) days (b) default in the performance of any other covenants or agreements of this Lease and such default shall continue for ten (10) days after written notice thereof or if the Tenant should become bankrupt or insolvent or any debtor proceedings be taken by or against the Tenant then and in addition to any and all other legal remedies and rights the Landlord may declare the entire balance of the rent for the remainder of the Lease Term to be due and payable and may collect the same by distress or otherwise ~~and Landlord shall have a lien on the personal property of the Tenant which is located in the Leased Premises and in order to protect Landlord's security interest in the said property, Landlord may without first obtaining a distress warrant, lock up the Leased Premises~~ or the Landlord may terminate this Lease and retake possession of the Leased Premises or enter the Leased Premises and relet the same without termination, in which later event the Tenant covenants and agrees to pay any deficiency after Tenant is credited with the rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession) or the Landlord may resort to any two or more of such remedies or rights, and adoption of one or more such remedies or rights shall not necessarily prevent the enforcement of others concurrently or thereafter Tenant also covenants and agrees to pay reasonable attorney's fees and costs and expenses of the Landlord including court costs if the Landlord employs an attorney to collect rent or enforce other rights of the Landlord herein in event of any breach as aforesaid the same shall be payable regardless of whether collection or enforcement is effected by suit or otherwise

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23 NON-WAIVER No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Lease

24 NOTICES Any notices to be given hereunder shall be given by placing the notice in the United States Mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other or by personal delivery to such address, and such notice shall be deemed effective upon such placing in the mails on the next business day following delivery to Federal Express or upon such personal delivery

To Landlord at Wilson Mineral Properties, Ltd
 c/o Cross & Company
 900 Isom Road Suite 106
 San Antonio, Texas 78216

To Tenant at Fleming Companies, Inc
 6301 Waterford Boulevard,
 Oklahoma City, OK 73216

25 INDEPENDENT OBLIGATIONS Tenant hereby acknowledges that Landlord has made no warranties to Tenant (or to any of Tenant's employees) Landlord hereby expressly disclaims any warranty (including any implied warranty) that the Leased Premises are suitable for Tenant's intent upon the condition of the Leased Premises or the performance by Landlord, and Tenant shall perform its obligations without abatement its obligations under this Lease

26 SUCCESSORS AND ASSIGNS This Lease shall bind and inure to the benefit of the Landlord's heirs devisees, successors, assigns, administrators, executors, and/or personal representatives of the parties hereto

27 ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY This Lease and any addendum or exhibits signed or initialed by the parties containing all or part of the agreements and conditions between Landlord and Tenant may not be amended or modified unless set forth in writing executed by both parties The unenforceable invalid or illegality of any provision of this Lease shall not render any other provision herein unenforceable, invalid or illegal

28 CONSTRUCTION OF LANGUAGE Words of any gender used in this Lease shall be held to include any other gender and words in the singular shall be held to include the plural and the plural to include the singular when the sense requires The section headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof

29 HAZARDOUS MATERIALS The term "Hazardous Materials" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, radioactive materials or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law" which term shall mean any federal, state or local statute, ordinance, regulation or other law of a government or quasi-governmental authority relating to pollution or protection of the environment or the regulation of the storage or handling of Hazardous Materials Tenant agrees to indemnify and hold Landlord, its officers, employees or agents harmless from all claims, demands, actions, liabilities, cost, damages, penalties, obligations and expenses, including but not limited to reasonable attorney fees of any nature arising from or a result of any contamination of the Property with Hazardous Materials ~~or otherwise arising from the use of the Leased Premises~~ by Tenant The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease

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30 MISCELLANEOUS Please refer to the following Exhibits attached hereto and incorporated herein by this reference


Exhibit "A"	Legal Description
Exhibit "B"	Rules and Regulations
Exhibit "C"	Demised Premises and Tenant Finish-Misc
Exhibit "D"	Special Provisions
Exhibit "F"	Security Guidelines
Exhibit F	Plans and specifications

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31 BROKER Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease, other than Cross & Company and Cavender & Hill Properties, and Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all costs expenses or liability for commissions or other compensation or charges claimed by any broker or agent other than the party named above with respect to this Lease

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed as of the date first written above, by their respective duly authorized officers or parties

Landlord
WILSON MINERAL PROPERTIES LTD ,
a Texas Limited Partnership

By 
Abe S. Wilson, on behalf of
General Partner

Tenant
Fleming Companies Inc

By 
Name _____

Charles L. Hall
Senior Vice President

EXHIBIT "A" TO LEASE AGREEMENT

LEGAL DESCRIPTION

The Lease Premises are located in the building located at 1550 N E Loop 410 Suite 100, San Antonio Texas 78209

A 1.855 acre parcel of land out of Tract "A", (Block 37) N.C.B. 11837, Northwood Estates (Commercial) Subdivision San Antonio, Bexar County, Texas, as recorded in Volume 3700, Page 159, Bexar County Deed and Plat Records

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**EXHIBIT "B" TO LEASE AGREEMENT
BUILDING RULES AND REGULATIONS**

- 1 Sidewalks, doorways vestibules halls, stairways, and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress to or egress from the Premises or for going from one to another part of the building
- 2 Plumbing fixtures, and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags, or other unsuitable materials shall be thrown or placed therein Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by that tenant, and Landlord shall not in any case be responsible therefor
- 3 No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the building except of such color, size, and style and in such places as shall be first approved in writing by Landlord No nails, hooks, or screws shall be driven or inserted in any part of the building except by the building maintenance personnel nor shall any part of the building be defaced by tenants No curtains or other window treatments will be placed between the glass and the standard window treatments No plants or any other items shall be suspended from the ceiling grid or acoustical ceiling tile
- 4 No sign or advertisement shall be permitted unless previously consented to by Landlord in writing
- 5 Landlord shall provide all locks for doors in each tenant's leased area and no tenant shall place any additional lock or locks on any doors in its leased area without Landlord's prior written consent A reasonable number of keys to the locks on the doors in each tenant's leased area and to the building in which the Premises is located shall be furnished by Landlord to each tenant, and the tenants shall not have any duplicate keys made
- 6 Work being performed by tenants in any leased area must be done with the approval of Landlord, and all tenants shall refer all contractors, contractors' representatives, and workmen rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services This provision shall apply to all work performed in the building including but not limited to, installation of telephones, telegraph equipment electrical devices, and attachments, and any and all installation of every nature affecting floors walls woodwork, trim, windows, ceilings, equipment, and any other physical portion of the building
- 7 Movement in or out of the building of furniture or office equipment, or dispatch or receipt by tenants of any bulky materials, merchandise, or materials which requires use of stairways or movement through the building entrances or lobby shall be restricted to such hours as Landlord shall designate All such movement shall be under the supervision of Landlord and in the manner agreed upon between tenant and Landlord by prearrangement before performance Such prearrangement initiated by a tenant will include determination by Landlord and subject to his decision and control, as to the time method, and routing of movement and as to limitations for safety or other concern which may prohibit any article equipment, or any other item from being brought into the building The tenants are to assume all risks as to damage to articles moved and injury to persons or public engaged or not engaged in such movements including equipment property, and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for a tenant from the time of entering the property to completion of work, and Landlord shall not be liable for acts of any person engaged in or any damage or loss to any of said property or persons resulting from any act in connection with such service performed by tenant
- 8 Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment, which shall in all cases in order to distribute the weight, stand on supporting devices approved by Landlord All damage done to the building by taking in or putting out any property of a tenant or done by a tenant's property while in the building, shall be repaired at the expense of such tenant
- 9 Corridor doors, when not in use, shall be kept closed
- 10 Each tenant shall cooperate with Landlord's employees in keeping its leased area neat and clean Tenants shall not employ any person for the purpose of such cleaning other than building's cleaning and maintenance personnel Landlord shall be in no way responsible to the tenants their agents' employees, or invitees for any loss of property from the building or Premises or for any damages to any property thereon from any cause whatsoever
- 11 To insure orderly operation of the building, no ice, mineral or other water, towels, newspapers, etc , shall be delivered to any leased area except by persons appointed or approved by Landlord in writing
- 12 Should a tenant require telegraphic, telephonic, annunciator, or other communication service Landlord will direct the electrician where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct
- 13 Tenant shall not make or permit any improper noises in the building or otherwise interfere in any way with other tenants or persons having business with them

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- 14 Nothing shall be swept or thrown into corridors, halls, or stairways. No animals shall be brought into or kept in, on, or about a tenant's area.
- 15 No machinery other than standard office equipment shall be operated by any tenant in its leased area without the prior written consent of Landlord, nor shall any tenant use or keep in the building any inflammable or explosive fluid or substance.
- 16 No portion of any tenant's leased area shall at any time be used or occupied as sleeping or lodging quarters.
- 17 Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be advisable for the safety, protection, care, and cleanliness of the building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees, and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.
- 18 Landlord will not be responsible for lost or stolen property, money or jewelry from a tenant's leased area or public areas, regardless of whether such loss occurs when the area is locked against entry or not.
- 19 A leased area shall not be occupied by an average of more than one (1) employee per 200 square feet of space in a tenant's leased area without the prior written consent of Landlord.
- 20 There shall be no smoking in the building. This includes all offices, suites and all common areas of the Premises, (i.e., hallways, restrooms, elevators, stairwells, vending machine area, etc.). Smoking is allowed in the designated smoking area outside the building only and the ashtrays must be used.
- 21 Building holidays shall include but not be limited to the following:

January 1st	New Year's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November plus Friday following	Thanksgiving Holiday
December 25th	Christmas Day

EXHIBIT "C" TO LEASE AGREEMENT
TENANT FINISH

NOTE Landlord makes no representations with regard to telephone systems or service. Landlord strongly suggests that Tenant subscribe and pay for "in-line" telephone wire maintenance from the telephone company as Landlord is not responsible for Tenant's telephone system or wiring.

The electric amperage available for this suite is provided "as-is". The amount of power is limited. Computers and microwave ovens consume power and may overload the circuit; therefore, Landlord strongly suggests that Tenants purchase and install quality surge protectors for all office equipment. This includes but is not limited to all computers, copy machines, phone systems, etc. Landlord is not responsible for damage to Tenants' office equipment due to building power shorts, surges or electrical problems caused by acts of God, other Tenants or overloaded circuits. If your company equipment requires additional electrical outlets or circuits, you may add additional outlets or circuits at the sole expense of Tenant with Landlord's permission.

Landlord, at Landlord's sole expense and using building standard materials and ratios, shall refurbish the Leased Premises **as per plans illustrated herein on Exhibit "F" to include new paint and carpet** (exclusive of computer cabling, ~~electrical system~~ furniture, system power poles or telephone installations).

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EXHIBIT "D" TO LEASE AGREEMENT
SPECIAL PROVISIONS

1) Tenant to pay Landlord the following dollar amounts prior to commencement of this Lease

Security Deposit	\$ 00 00
One Months Rent	<u>\$4,840 88</u>
Total Due	\$4,840 88 Due upon execution of Lease

2) Reference your office number on rent checks and make checks payable to

Wilson Mineral Properties, Ltd
c/o Cross & Company
900 Isom Road, Suite 106
San Antonio, Texas 78216

3) Tenant shall have the option to use vacant space, which shall be specified by Landlord, at either the Property or in the adjacent building located at 1600 N E Loop 410, San Antonio as temporary office or storage within forty-eight hours after the execution of this Lease, at no additional cost to Tenant, subject to the availability of such space. This free use of the temporary space shall terminate upon the earlier of the substantial completion of improvements to the Leased Premises or the lease commencement date.

4) At anytime after the Effective Date, Tenant may take possession of any part of the Leased Premises in which the construction of Leasehold Improvements are determined to be substantially complete. At all times the Terms of the Lease shall apply and Rental including Base Rental and Additional Rental, shall be due and payable as provided in Section entitled RENTAL of this Exhibit "A"

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**EXHIBIT "E" TO LEASE AGREEMENT
SECURITY GUIDELINES**

Wilson Mineral Properties, Ltd. would like to give you some important safety guidelines. Follow these guidelines and use common sense in practicing safe conduct. Inform all people in your office about these guidelines.

While Inside Your Office

- 1 Lock your office entry doors at closing time
- 2 Keep office entry doors locked when any of your office employees are there after normal hours working
- 3 Be careful to whom you give or lend your keys to your office
- 4 Do not put markings on your office key to identify your name or address. Ask your employees who have office keys to make sure they are not identified as such on their personal key rings
- 5 Evaluate the necessity of rekeying entry door locks when an employee resigns or is fired
- 6 Keep the phone numbers for emergency medical services, police and building security handy at each telephone station in your office
- 7 Immediately report to the management office any needed repairs of locks, latches, doors or windows
- 8 Immediately report to the management office any malfunction of other items affecting safety such as burned out lights in stairwells, hallways and parking lots, etc
- 9 Immediately report any suspicious persons or activity to the management office or building security
- 10 Mark or engrave identification on valuable office equipment. Use security cables for computers. Keep purses in drawers, under desks or elsewhere out of sight
- 11 If it is after dark and there are few persons in the parking lot, consider the advisability of having fellow employees escort ladies to their vehicles

While in Your Car

- 12 Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked
- 13 Whenever possible, do not leave any visible items in your car such as audio tapes, wrapped packages, briefcases, purses, etc
- 14 Do not leave your keys in the car
- 15 Carry your key ring in your hand while walking to your car whether you are at home, school, work or on vacation
- 16 Consider recommending that all employees carry a small canister of tear gas or mace in their car or in their purse
- 17 Whenever possible, park your car in an off-street parking area rather than on the street. If parking on the street, park close to any nearby street light
- 18 Remember to check the back seat before getting into your car
- 19 Do not stop at gas stations or automatic teller machines in questionable areas of town or at night if there is any suspicion of danger

There is no such thing as a fail-safe security system. Even the most elaborate of security precautions (such as alarm systems, security guards, patrol cars and electronic gates) are not guarantees against crime. You should always proceed as if such security systems did not exist. All systems are subject to mechanical malfunctions, tampering, human error and personnel absenteeism. Owner makes no express or implied warranties of security. The best safety measures you can take are the ones you yourself can perform as a matter of common sense and habit. Please carefully consider and follow these safety suggestions and "help take a bite out of crime."

Landlord Initials OW Tenant Initials _____

EXHIBIT "F"
PLANS AND SPECIFICATIONS

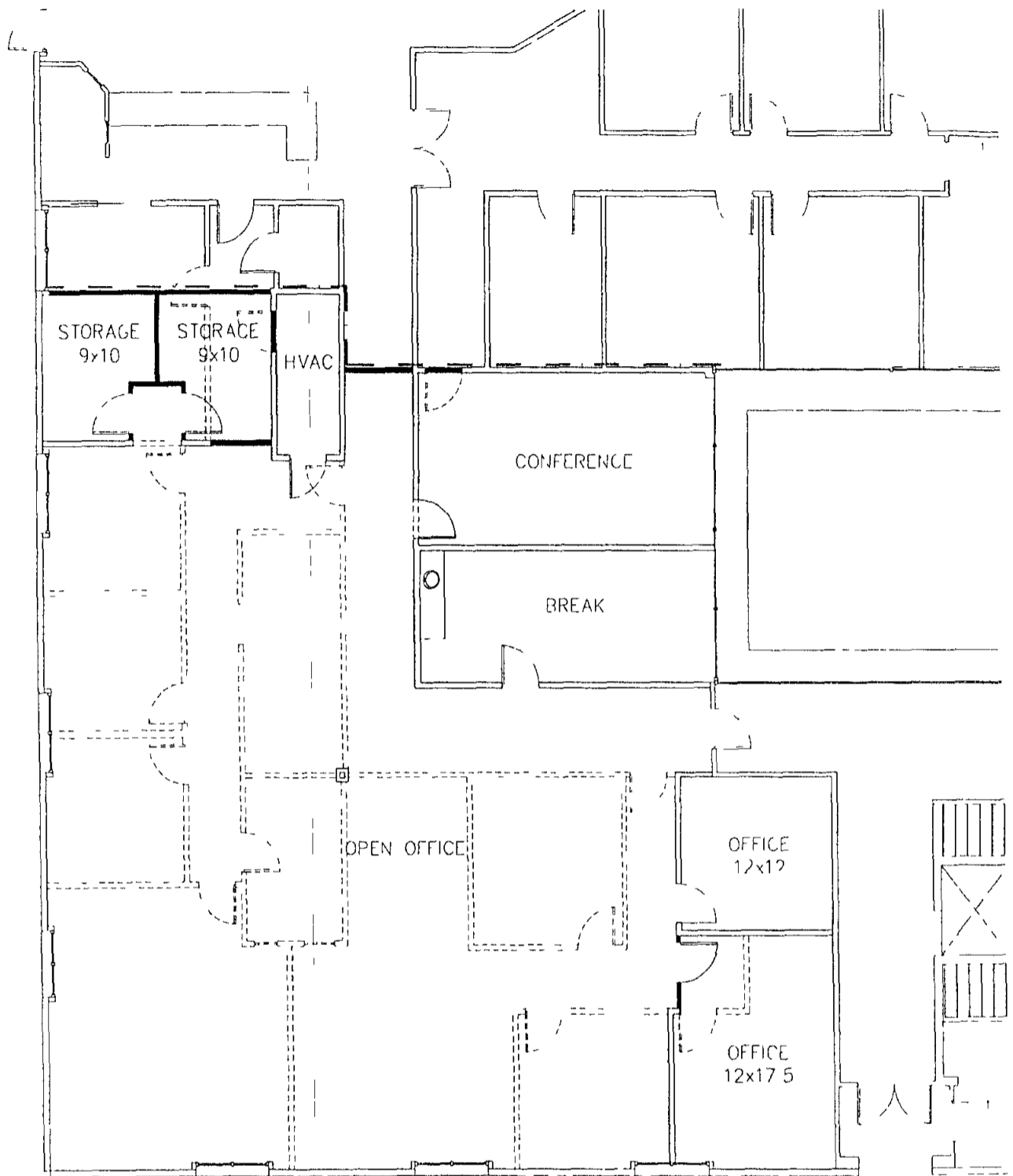


EXHIBIT "F"
1550 NORTHWOOD 4 303 R S F
7-12-00
SCALE 3/32 = 1'-0"

I N S I T E
A r c h i t e c t s
l n c
210 226 4195

INSITE
311 THIRDO
SUITE 100
SAL AMOYO
TEXAS
782

Landlord Initials *pm* Tenant Initials

ADDENDUM TO OFFICE LEASE

This Addendum to Office Lease is made and entered into this _____ day of **July**, 2000 by and between WILSON MINERAL PROPERTIES, LTD., as Landlord and FLEMING COMPANIES, INC. a Tenant concurrently with the execution by Landlord and Tenant of a Lease Agreement covering approximately 4,303 rentable square feet in the Northwood Executive Building San Antonio, Texas (the "Lease")

This Addendum is intended to modify certain provisions of the Lease. Capitalized terms used in this Addendum shall have the meanings set forth in the Lease. In the event of any inconsistency between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

The Landlord and Tenant agree that the Lease is hereby amended and supplemented as follows:

1. The Tenant's obligation in paragraph 7 of the Lease to comply with applicable ordinances, rules, regulations and laws is limited to laws relating to the Tenant's operation of its business on the Leased Premises and does not extend to ordinances, rules, regulations and laws governing the construction or condition of the Leased Premises or the Property. Without limitation of the foregoing, Tenant's obligation to comply with the Americans with Disabilities Act set forth in paragraph 10 of the Lease is limited to the operation of its business within the space exclusively occupied by Tenant (the 'Usable Space'). Landlord agrees to take all action as is necessary to comply with the Americans with Disabilities Act with respect to the improvements to the Leased Premises. **Landlord shall make its best faith effort to comply with all applicable ADA guidelines that apply to the Property, including all common areas.**
2. Landlord's right to impose rules and regulations in accordance with paragraph 7 of the Lease shall be limited to nondiscriminatory rules and regulations which, as applicable to Tenant, will not unreasonably interfere with Tenant's use of the Leased Premises for office space.
3. Notwithstanding the provisions of paragraph 9 of the Lease, Tenant will have access to the Premises 24 hours a day, seven days a week.
4. Tenant's obligation to maintain the Leased Premises in accordance with paragraph 10 is limited to the interior of Tenant's Usable Space. The Landlord agrees to maintain all other portions of the Property in good condition and repair including the building structure, utility and mechanical systems, common areas and parking areas.
5. ~~Notwithstanding the provisions of paragraph 10, the Tenant may, without Landlord's consent, make nonstructural alterations of the Leased Premises and the Landlord may not require that Tenant remove them on termination of the Lease.~~
6. The last sentence of paragraph 13 shall be revised to read, in its entirety, as follows:

Notwithstanding anything contained in (b) and (c) above, Landlord shall not be required to spend money to repair the Leased Premises if (a) the cost of repairs exceeds \$500,000 and (b) either (i) the cost of repairs exceeds insurance proceeds received by the Landlord by \$200,000 or more or (ii) any mortgagee requires Landlord to apply all insurance proceeds to reduce the secured indebtedness.

7. Notwithstanding the provisions of paragraph 15, the Tenant may assign the Lease or sublet all or any portion of the Leased Premises **with Landlord's consent, which shall not be unreasonably withheld.** No such assignment or subleasing shall relieve Tenant of any of its obligations under the Lease.
8. The subordination of the Lease in accordance with paragraph 18 is limited to a subordination to any mortgage, deed of trust, ground lease, assignment of leases or other security interest or operating agreement in favor of a person who has agreed by a nondisturbance agreement in form satisfactory to Tenant, to recognize and honor the Lease notwithstanding any default by Landlord under such mortgage or other agreement.
9. ~~Paragraph 21 of the Lease is amended by adding the phrase "other than by reason of Landlord's gross negligence or willful misconduct" at the end of the first sentence and by revising "gross negligence" to "negligence or willful misconduct" in the second sentence.~~

Landlord Initials

Tenant Initials

- 10 Paragraph 22 is amended by the addition following the phrase "ten (10) days after written notice thereof" in line 3 of the following

or if such default cannot be reasonably be cured within such 10 day period, a failure of Tenant to take action within such 10 day period reasonably calculated to cure such default and to diligently pursue such action to completion

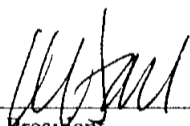
- 11 The Landlord agrees to pay all fees owed to the brokers identified in paragraph 31 of the Lease

- 12 In the event of any **material** default by Landlord in the performance of any of its obligations under the Lease the Tenant may, after notice of such default to Landlord and the Landlord's failure to institute action reasonably designed to cure such default within 10 **business** days of such notice and diligently pursue such action to completion undertake the **minimal action required** to cure such default Tenant shall be entitled, following completion of such action, to deduct any amounts reasonably expended by Tenant in such action against future installments of rent payable under the Lease Landlord shall notify Tenant of Landlord's "actions" to cure The determination of what is "an action reasonably designed to cure" or when the problem is "cured" shall be in Landlord's sole and reasonable judgment

WILSON MINERAL PROPERTIES, LTD ,
a Texas limited partnership

By 
General Partner

FLEMING COMPANIES INC ,
an Oklahoma corporation

By 
Senior Vice President

Charles L. Hall
Senior Vice President

Northwood Executive Building
San Antonio, Texas 78209

This LEASE AGREEMENT ("LEASE") is dated **June 13, 2000**, by and between **Wilson Mineral Properties, Ltd** ("Landlord"), having an address of P O Box 1260, Laredo Texas 78042 and **Fleming Companies, Inc** ("Tenant") having an address of **1550 N E Loop 410, Suite 100 San Antonio, TX 78209**

WITNESSETH

1 TERM Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following property Space designated as Suite **100** deemed to contain approximately **4303** rentable square feet, (the "Leased Premises"), being located at **1550 N E Loop 410**, San Antonio Texas 78209 (the "Property") for the term of **36** months commencing on **September 1, 2000**, (the "Commencement Date") **or upon substantial completion of the improvements according to Exhibit "C"** and terminating on **August 31, 2003**, however, not less than thirty-six complete months, (the "Lease Term") on the terms and conditions set forth herein The area on which Tenant shall pay rent includes a pro-rata share of the Common Areas (the "Common Areas") of the Property (e.g., corridors restrooms etc.) ~~This Lease will be automatically renewed on a month-to-month basis unless written notice is given by either party at least thirty (30) days prior to the end of the Lease Term or any renewal period. The move-out notice must terminate this Lease on the last day of the month following the next rental due date. If Tenant fails to give thirty (30) days written notice or if Tenant moves out without rent being paid in full for the entire Lease Term, Tenant will be liable under Section 22 of this Lease.~~ WJ
aw

2 USE AND POSSESSION It is understood that the Leased Premises are to be used for general office purposes only and shall not be used for any other purpose without prior written consent of Landlord Tenant shall not use the Leased Premises for any unlawful purpose or so as to constitute a nuisance Landlord covenants and agrees to have the Leased Premises completed and ready for possession on or before the Commencement Date, barring strikes, insurrections Acts of God and other casualties or unforeseen events beyond the control of the Landlord Tenant agrees to accept possession of the Leased Premises upon completion of make-ready work Tenant, at the expiration of the Lease Term, shall deliver up the Leased Premises to Landlord in good repair and condition Landlord reserves the right to change the building dimensions the number of floors in the building, tenancy dimensions, common areas and the identity, type and location of other tenancies

3 RENT Tenant hereby covenants and agrees to pay to Landlord a total base rent ("Base Rent") according to the following table payable in advance in **12** equal monthly installments each year beginning on the Commencement Date of this Lease and continuing on the first day of each and every month thereafter for the balance of the Lease Term Tenant also agrees to pay to Landlord any additional rents specified herein Rent shall be paid to Landlord at any address designated by Landlord Tenant agrees to pay a late charge of \$25.00 plus \$10.00 per day for each rental payment which is not postmarked by the 5th of each month in which rent is due If Tenant's possession commences on a date other than the first day of the month, Tenant shall occupy the Leased Premises under the terms, conditions and provisions of this Lease, and the pro-rata portion of the monthly rent for said month shall be paid in addition to the monthly rent for the next month

Date	Base Rent Annually	Base Rent Monthly	Monthly Rate/RSF
9-1-2000 to 8-31-2003	\$58,090.50	\$4,840.88	\$1.125

4 The Base Rent payable hereunder shall be adjusted upward from time to time in accordance with the following provisions

- (a) Tenant shall during the term of this Lease pay each year in addition to Base Rent an amount (per rentable square foot of space) equal to the excess ("Excess") of actual Operating Expenses (as herein defined) per square foot above the Operating Expenses per square foot for calendar year **2000** Landlord shall make a good faith estimate of the Excess for the subsequent lease years and upon thirty (30) days written notice to Tenant may require the monthly payment of Base Rent adjusted in accordance with such estimate The amount of such estimated Excess shall be payable by Tenant in equal monthly installments over the remaining months of the Lease year after notice of such estimate is delivered to Tenant Once actual expense figures are determined Landlord shall either 1) invoice Tenant for sums due over and above the estimate or, 2) refund overage to Tenant
- (b) The term "Operating Expenses" shall mean all costs of management, operation and maintenance of the Property the buildings, and all other improvements on the Property and all appurtenances thereto, all accrued and based on a calendar year basis, as determined by generally accepted accounting principles By way of illustration but not limitation, Operating Expenses shall include expenditures for maintenance and repairs assessments and governmental charges (including taxes on rents or services), ad valorem property taxes with

Landlord Initials WJ

Tenant Initials WJ