

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



444583

Bar Date Ref # 2-G1-9045

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**

Campustown **LLC**  
David S Joseph  
5001 N University St  
Peoria IL 61614-4799

☐ 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.

Creditor Telephone Number (309) 692-1135

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

CREDITOR TAX ID #	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated _____
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**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)

Rejection of Lease

**2 DATE DEBT WAS INCURRED** April 30, 2003**3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE** \$ 477,672.72 (unsecured) \$ (secured) \$ (unsecured priority) \$ 477,672.72 (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

DATE SIGNED  
09/09/2003

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).  
Thomas R. Davis, as Agent  
for Campustown, LLC

**FILED**  
THIS SPACE FOR COURT  
USE ONLY  
SEP 10 2003

**BMC**

Fleming Companies Claim



09150

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**

United States Bankruptcy Court  
For the District of Delaware

**In re Fleming Companies, Inc**

**Case No 03-10945**

Creditor      Campustown, L L C  
                 1200 West Main  
                 Peoria, Illinois

IL-022CS

ATTACHMENT TO PROOF OF CLAIM

The lease of the property to Fleming, but for the rejection, would have continued through April 30, 2011, a period of 8 years. Fifteen percent (15%) of the remaining term is 1 2 years

The total of the base rental payments due for the remaining term of the lease (\$269,625.24 per year x 8 years) is in the amount of \$2,157,001.92

In addition, the Debtor was required to pay real estate taxes and Common Area Maintenance expenses as additional rent for the term of the lease. The amount to become due for each during the remaining term is as follows

Real Estate Taxes	\$37,125.83 x 8 =	\$297,006.64
CAM	\$23,711.97 x 8 =	\$189,695.76

These amounts are estimated based on charges for the year 2002. No percentage increase in yearly charges is included, although each charge is expected to increase over the lease period.

In addition, Fleming is liable for real estate taxes accrued during the year 2002 in the amount of \$37,125.83 and the amount of \$9,281.46 for the months of January, February and March 2003, which amounts are unpaid. In addition, Fleming is liable for CAM expenses accrued in the year 2002 in the amount of \$23,711.97 and the amount of \$5,927.99 for the months of January, February and March 2003, which amounts are unpaid.

Total rent due for remaining term (BASE + RE TAX + CAM)	\$2,643,704.32
Average yearly rent due - \$2,643,704.32 ÷ 8 years =	330,463.00
Rejection damages - \$330,463.04 x 1 2 =	396,555.65
TOTAL REJECTION DAMAGES	396,555.65
Real estate taxes for 2002 and Jan , Feb , Mar & Apr 2003	49,501.11
CAM for 2002 & Jan , Feb , Mar & Apr 2003	<u>31,615.96</u>
TOTAL CLAIM	\$477,672.72

REAL ESTATE CO.

5001 N University, Peoria, IL 61614  
Phone (309) 692-1135  
Fax (309) 692-1742

March 14 2003

Karen Gebert, Lease Administration  
The Fleming Companies Inc  
The Staubach Company  
1945 Lakepoint Drive  
Lewisville TX 75029

Re Campustown Shopping Center, Peoria IL - Sullivan Foods #235 - Fleming File #IL-022

Dear Karen

Attached is an executed copy of your letter, verifying the agreed to amount for 2002 common area expenses  
Using this agreed upon figure, we have revised our billing as follows

Adjusted Common Area Costs	\$61,445 88	
Percentage of occupancy	38 59%	
Fleming Share of Common Area Costs for 2002		\$ 23 711 97
Estimate the amount of common area cost due from Fleming Companies from 1/1/03 to 3/31/03 Actual costs from Fiscal Year 2002 have been used for this purpose		
Fleming's cost of 2002 common area costs	\$23,711 97	
Pro-rated for 90 days (to 3/31/03)	X365/90 =	\$ 5,846 79
Total Amount Due (CAM & Insurance)		\$ 29,558 76

Total amount is payable to Campustown Shopping Center at the above address

Very truly yours,

*Heidi K McCabe*  
Heidi K McCabe  
Property Manager

HKH M  
enclosure

# Fleming.

March 14, 2003

David S Joseph  
D Joseph Sons & Associates  
5001 N University  
Peoria, Illinois 61614

Via Facsimile 309-692-1742

Re: Sullivan Foods #235  
Peoria, IL  
Fleming Lease File No IL-022

Dear Sir

Under contract, Staubach Portfolio Services is responsible for the real estate administration of lease activities for Fleming Companies, Inc. The 2002 Common Area Maintenance billing for the above referenced property has been adjusted as follows.

- Christmas Decorations - The Lease does not provide for any reimbursement for holiday or Christmas decorations. The amount of \$1,470.00 will be deducted from the total invoice.
- Common Area Security - The Lease does not provide for any reimbursement for payment to a security company. The amount of \$30,654.42 will be deducted from the total invoice.
- Insurance - The Lease does not provide for reimbursement of Sign coverage or Auto/Hired insurance. The amount of \$562.00 will be deducted from the total invoice.
- Lot & Ground Maintenance - The invoice copies received do not total the amount on the invoice. The total of those copies received are \$14,053.75. This is the amount that will be used in the reconciliation.
- Parking Lot Utilities - The total of the invoice copies received is \$9,084.92, not the amount on the invoice. This is the amount to be used in the reconciliation.

Based on my reconciliation of charges, the revised amount due to you is

Lot & Ground maintenance	\$14,053.75 <sup>OK</sup>
Light/sign repair	\$ 2,836.64 <sup>OK</sup>
Snow Removal	\$11,758.50 <sup>OK</sup>
Parking Lot Utilities	\$ 9,084.92 <sup>9987.99</sup> (Invoices totalling <sup>8</sup> 903.07 attached)
Lot Repair/stripping	\$ 1,550.00
Repair	\$ 200.00
Insurance	<u>\$21,059.00</u> <sup>OK</sup>
Total	\$60,542.81 <sup>61,445.88</sup>
Prorata	38.59%
Total amount due	<u>\$23,363.47</u> 23,711.97

1945 Lakepointe Dr.  
P.O. Box 299013  
Lewisville TX 75029  
telephone 972.906.8000

D Joseph Sons & Associates

Page 2  
May 21, 2002

Please adjust your records and return a signed copy of this correspondence via fax, or remit a revised billing I will submit for immediate payment after I have received your response

After the 2002 Common Area Maintenance invoice is reconciled and agreed upon, I will then submit the estimated amount for 2003

Sincerely



Karen Gebert  
Real Estate Administrator  
Staubach Portfolio Services  
Performing Real Estate Administration Services for Fleming Companies, Inc  
Phone: 972-906-2245  
Fax: 972-906-2303

Signed Neide K McCabe  
D Joseph Sons & Associates

REAL ESTATE CO

5001 N University, Peoria, IL 61614  
Phone (309) 692-1135  
Fax (309) 692-1742

March 14 2003

Fleming Companies Inc  
c/o The Staubach Company  
Attention Karen Gebert  
Real Estate Administrator  
1945 Lakepoint Drive  
Lewisville TX 75057

Re Estimated 2002/2003 Real Estate Tax Bill - Campustown Shopping Center  
Sullivan Store #235, Fleming Lease File IL-022

We have estimated the amount of real estate tax reimbursement due from Fleming Companies for the above noted lease for the tax year 2002. Since this bill will not be received from the Peoria County Treasurer until May, 2003 we have computed this amount by using the 2002 assessed value of the property (see assessment documents) and the 2001 tax rate (7.9419). Following is our computation of Fleming's share for this location:

Estimated 2002 Real Estate Tax	\$ 96,205.81	
Fleming Pro-Rata Share	X 38.59%	
2002 Real Estate Tax Reimbursement		\$ 37,125.83
Estimated 2003 Real Estate Tax Reimbursement (using 2002 amounts)		
Fleming 2002 Real Estate Tax Reimbursement	\$ 37,125.83	
Pro-rated for 90 days (to 3/31/03)	X 365/90 =	\$ 9,154.32
Total Real Estate Tax Reimbursement		\$ 46,280.15

Payment of this amount is due to Campustown Shopping Center, c/o 5001 N University, Peoria IL 61614

Yours truly,

*Heidi K McCabe*

Heidi K McCabe  
Property Manager

hm/  
enclosure

# Peoria County Property Tax Information

## Disclaimer

Peoria County makes every effort to produce and publish the most current and accurate information possible. This public information is furnished as a public service. The information must be accepted and used by the recipient with the understanding that the data was developed and collected for the purpose of administering a local property tax as required by the Illinois Property Tax Code. Peoria County assumes no liability whatsoever associated with the use or misuse of such data and disclaims any representation or warranty as to the accuracy of the data.





Year 

Property ID 


Township	Prop. Class	Land Use	Tax Code	Tax Status	Created	Retired
C0	Improved Commercial	Commercial	025	Taxable	1/1/93	

Name	Type	Tax Bill	Addr 1	Addr 2	City, St Zip
Names Secured	TAXBILL	Y	5001 N UNIVERSITY ST		PEORIA, IL 61614
Names Secured	OWNER	N	1200 W MAIN ST		PEORIA, IL 61606

House No.	Dir	Street	Suffix	City	State	Zip
1200	W	MAIN	ST	PEORIA	IL	61606

Level	Land/Lot	Improvements	Farm Land	Farm Building	Total
Prior Year Equalized	150,240	994,870	0	0	1,145,110
Change Reasons New Level - -					
Township Assessor	150,240	994,870	0	0	1,145,110
Change Reasons New Level - -					
Supervisor of Assessments	150,240	994,870	0	0	1,145,110
Change Reasons New Level - -					
S of A Equalized	156,040	1,033,270	0	0	1,189,310
Change Reasons Equalized - -					
Informal Hearing	156,040	1,033,270	0	0	1,189,310
Change Reasons New Level - -					
Board of Review	150,240	994,870	0	0	1,145,110
Change Reasons Formal Hearing - -					
Board of Review Equalized	150,240	994,870	0	0	1,145,110
Change Reasons New Level - -					

<b>Exemption Type</b>	<b>Exemption Amount</b>	<b>HRE Base Value</b>	<b>Sr. Freeze Base Yr.</b>	<b>Sr. Freeze Frozen Value</b>
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Exemptions not complete for this Tax Year Refer to the previous year

### Legal

CAMPUSTOWN SUB SE 1/4 SEC 5-8-8E 5 813 AC LOT 1 (90-18261/94-19947/48)

<b>Tax District</b>	<b>Tax Rate</b>	<b>Tax Amount</b>
<b>1st Installment</b>	<b>1st Install Date Paid</b>	<b>2nd Installment</b>
0 00		0 00

<b>Sale Date</b>	<b>Sales Price</b>	<b>Document #</b>	<b>Notes</b>
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County Home

$$\begin{array}{r}
 1,145,110 \\
 \times 7.9419 \text{ (2001 rate)} \\
 \hline
 90,943.50
 \end{array}$$



# Peoria County Property Tax Information

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Street/House # Search

1995 1997 Parcel History

Year 2002

Property ID 1805451019

Submit

Township	Prop. Class	Land Use	Tax Code	Tax Status	Created	Retired
C0	Improved Commercial	Commercial	001	Taxable	1/1/93	

Name	Type	Tax Bill	Addr 1	Addr 2	City, St Zip
Names Secured	TAXBILL	Y	5001 N UNIVERSITY ST		PEORIA, IL 61614
Names Secured	OWNER	N	1200 W MAIN ST		PEORIA, IL 61606

House No.	Dir	Street	Suffix	City	State	Zip
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Level	Land/Lot	Improvements	Farm Land	Farm Building	Total
Prior Year Equalized	55,720	8,080	0	0	63,800
Change Reasons New Level - -					
Township Assessor	55,720	8,080	0	0	63,800
Change Reasons New Level - -					
Supervisor of Assessments	55,720	8,080	0	0	63,800
Change Reasons New Level - -					
S of A Equalized	57,870	8,390	0	0	66,260
Change Reasons Equalized - -					
Informal Hearing	57,870	8,390	0	0	66,260
Change Reasons New Level - -					
Board of Review	57,870	8,390	0	0	66,260
Change Reasons New Level - -					
Board of Review Equalized	57,870	8,390	0	0	66,260
Change Reasons New Level - -					

<b>Exemption Type</b>	<b>Exemption Amount</b>	<b>HRE Base Value</b>	<b>Sr. Freeze Base Yr.</b>	<b>Sr. Freeze Frozen Value</b>
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Exemptions not complete for this Tax Year Refer to the previous year

### Legal

CAMPUSTOWN SUB SE 1/4 SEC 5-8-8E 1 345 AC LOT 2 (90-18261/94-19947/48)

<b>Tax District</b>	<b>Tax Rate</b>	<b>Tax Amount</b>
<b>1st Installment</b>	<b>1st Install Date Paid</b>	<b>2nd Installment</b>
0 00		0 00

<b>Sale Date</b>	<b>Sales Price</b>	<b>Document #</b>	<b>Notes</b>
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County Home

$$\begin{array}{r}
 66,260 \\
 \times 7.9419 \quad (2001 \text{ Rate}) \\
 \hline
 5,262.31
 \end{array}$$

SHOPPING CENTER LEASE

THIS LEASE, entered into this 22 day of January, 1989, by and between First National Bank as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1898, hereinafter referred to as "Lessor", and THOMPSON FOOD BASKET, INC., an Illinois corporation, hereinafter referred to as "Lessee".

W I T N E S S E T H:

1. DEFINITIONS.

1.1 Leased Space. That certain retail store building space consisting of approximately 33,350 square feet located on the Real Property and designated as "Supermarket" in the Shopping Center drawing attached hereto as Exhibit "A," which Shopping Center is now or is hereafter to be located on the Real Property.

1.2 Real Property. The certain Real Property more particularly described on Exhibit "B" attached hereto.

1.3 Shopping Center. All of the Real Property and improvements now or hereafter located on the Real Property known as Campustown Shopping Center.

2. PREMISES. In consideration of the covenants and agreements hereinafter set forth, Lessor does hereby lease, demise and let unto Lessee the Leased Space, together with all the rights, easements, entrances, approaches and exits appurtenant to the Leased Space. In consideration of the requirements set forth in Section 5K of that certain Redevelopment Agreement between The Joseph Company and the City of Peoria, dated December 29, 1988 covering the Real Property, Lessee covenants that it is not entering into this Lease in order to or for the purpose of closing any of its other stores in the Peoria Metropolitan Area, provided that such covenant should not be construed to prohibit Lessee from closing any existing or future store locations in such area, for any reason, at any other time as Lessee sees fit, in its sole discretion, so long as such closure is not for the purpose of relocating an existing store into the Leased Space.

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 or unless extended or renewed upon the terms hereinafter stated (the "Initial Term").

3.1 Commencement Date. The Initial Term of this Lease shall commence on the earlier of (i) sixty (60) days after the Lessor has completed all Lessor's construction obligations including, without limitation, the construction requirements set forth in Exhibits "C" and "D" attached hereto and in Paragraph 5 hereof and has delivered the Leased Space to Lessee for preparation for opening for the transaction of business therein, and Lessee has been notified in writing, or (ii) the first day the Lessee makes its first retail sale in the Leased Space, provided,

however, that notwithstanding any other term or condition hereof to the contrary, the Lessee shall not be obligated to commence its transaction of business on the Leased Space or commence the Initial Term of this Lease (a) until Lessee shall have been provided with a certificate of occupancy (or local equivalent) for the Leased Premises, or (b) during the month of December. Provided and notwithstanding anything else to the contrary set forth anywhere in this Lease, in the event the Leased Space is not delivered to Lessee for occupancy on or before February 1, 1991 the Lessee shall have the option to terminate this Lease by written notice to Lessor and neither party shall have any further liability hereunder.

3.1.1 Addendum to Lease. When the Commencement Date of the Initial Term has been so ascertained, it shall be set forth in an Addendum to Lease in the form of Exhibit "E" attached hereto which shall be executed in the same manner as this Lease and shall be attached to this Lease as a part hereof. Any adjustment in the size of the Lease Space and in rental paid hereunder as set forth below shall also be set forth in the Addendum.

3.2 Lessee's Installation of Fixtures and Equipment. Lessee 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 all at its sole risk. It is agreed that such entry does not constitute acceptance of the Leased Space as being completed; that Lessee shall not interfere with completion of construction work, that Lessee shall not be required to enter the Leased Space until all of Lessor's construction obligations have been completed; Lessee shall fully equip the Leased Space with all trade fixtures, furniture, furnishings, exterior signs, special equipment and other items necessary for the completion of the Leased Space and the proper operation of Lessee's business. Lessee shall obtain, or shall cause all contractors to obtain, insurance (naming Lessor as an insured) against all risks relating to any construction or improvements.

3.3 Renewal of Lease. This Lease shall be extended automatically for the same rental and under the same terms, conditions and covenants herein contained for six (6) 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 Extended Term, Lessee shall notify Lessor that it intends not to renew the Lease.

4. RENTAL. Lessee agrees to pay Lessor as rental for the Leased Space the following:

4.1 Minimum Rental. An Annual Minimum Rental for the Leased Space as follows, provided if the Commencement Date is other than the first day of the month then such rentals shall be prorated:

4.1.1 During the first and second Lease Years, the sum of Two Hundred Forty-One Thousand Seven Hundred Eighty-Eight and No/100 Dollars (\$241,788.00) per Lease Year payable at the rate of Twenty Thousand One Hundred Forty-Nine and No/100 Dollars (\$20,149.00) per month in advance; and

4.1.2 During the remainder of the Initial Term and any Extended Term, the sum of Two Hundred Fifty Three Thousand Four Hundred Sixty and No/100 Dollars (\$253,460.00) per Lease Year payable at the rate of Twenty-One Thousand One Hundred Twenty-One and 66/100 Dollars (\$21,121.66) per month in advance.

4.1.3 Prior to delivery of possession of the Leased Space to Lessee, Lessor's architect shall certify the exact square footage of the Leased Space from the outside of the exterior walls (except for any common walls which shall be from the middle of the interior of such wall) and the rental due hereunder shall be adjusted if necessary to reflect the exact square footage as follows:

a. During the First and Second Lease Years \$7.25 per square foot;

b. During the remaining Lease Term and any renewals \$7.60 per square foot. Any changes in the square footage and rental shall be evidenced in the Addendum to be executed by the parties as provided in Paragraph 3.1.1.

4.2 Percentage Rental. A Percentage Rental, which shall be deemed additional rental hereunder, in the sum equal to one percent (1%) of the "Gross Retail Sales" from transactions made in, on or from the Leased Space by Lessee during each Lease Year as hereinafter defined in excess of the total Annual Minimum Rental payable during such Lease Year (i.e. for any Lease Year, one percent (1%) times Gross Retail Sales minus Annual Minimum Rental equals Percentage Rental).

4.2.1 Gross Retail Sales. The term "Gross Retail Sales" shall mean the aggregate amount of the gross and total sales of merchandise and services for cash or credit made by Lessee and Lessee's subtenants, assignees, licensees and concessionaires at, from and through its store and business located and conducted upon the Leased Space. 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) any sales taxes or other taxes imposed or based upon gross receipts of Lessee or on the sales or sales price of merchandise which are collected by Lessee and actually paid by Lessee or are payable by Lessee, (c) returns of merchandise, (d) sale of lottery tickets, (e) sale of items for charitable purposes, and (f) sale of Lessee's fixtures after use thereof. No franchise or capital stock tax and no income or similar tax based upon income or profits shall be deductible from gross receipts.

4.2.2 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.

4.3 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 Lease Year ends. Lessee agrees to furnish to Lessor, 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 prepared and certified by Lessee, showing the amount by months of such Gross Retail Sales of Lessee during the preceding Lease Year. Lessee agrees that once each year, Lessor, or its duly appointed accountant, at Lessor's expense, may inspect the books and records of Lessee's store business conducted in the Leased Space in order that Lessor may ascertain and verify the amount of Lessee's sales, but Lessor's right to inspect Lessee's records for any Lease Year shall expire three (3) years after the end of such Lease Year. If such inspection of Lessee's books and records discloses a discrepancy in gross sales in excess of two percent (2%), then the cost of such audit shall be borne by Lessee and Lessee shall immediately pay such amount. If such inspection discloses an overpayment then Lessor shall immediately refund such amount to Lessee or if Lessor fails to refund such amount then Lessee shall have the right to deduct such amounts from rentals.

5. CONSTRUCTION OF SHOPPING CENTER. The Shopping Center shall be constructed by Lessor at its expense, according to plans and specifications for the Shopping Center (the "Construction Plans") to be prepared at Lessor's expense and submitted by Lessor to Lessee within ninety (90) days after the date Lessor receives the S.P.E.C.S., requirement plans and building design specifications which Lessee is to have to Lessor by April 10, 1989. The Construction Plans shall be subject to approval by Lessee in writing within fifteen (15) days after receipt thereof, and the Lessor shall not deviate from the Construction Plans without Lessee's prior written consent. If Lessee requires changes to such plans then Lessor shall have the plans revised and back to Lessee within twenty (20) days and Lessee shall have an additional fifteen (15) days to review and finally approve the Plans. The Construction Plans shall be prepared and the Leased Space shall be completed in accordance with Lessee's S.P.E.C.S. requirement plans identified in Exhibit "C" attached hereto and in accordance with the Lessee's S.P.E.C.S. building design specifications attached hereto as Exhibit "D", which plans and specifications shall be incorporated into the Construction Plans. Upon final approval of the Construction Plans by Lessee, such Construction Plans shall become a part of the Lease. Any changes to the Construction Plans after the final approval by Lessee shall be at the cost and expense of Lessee. Lessee's review and approval of said Construction Plans is solely a courtesy review limited to determine whether the Construction Plans conform to the Lessee's "S.P.E.C.S.", Requirement Plans and Building Design Specifications. Lessor shall remain solely responsible to Lessee for the accuracy and the design of the project set out in said Construction Plans.

5.1 Commencement of Construction. Lessor covenants and agrees that the construction of the Shopping Center, including the Leased Space, shall begin not later than July 17, 1989, and shall be completed no later than May 1, 1990, (except for minor punch list items) and if the same shall not be completed by the respective dates, the Lessee, at its sole option, may cancel and terminate this Lease, or may charge Lessor a fee for such late completion of construction equal to \$1,000.00 per day for each day past required completion, which amount Lessor agrees is reasonable compensation to Lessee for the administrative expenses and other costs connected with Lessor's failure to timely comply with its obligations hereunder. Such amount shall be due and payable upon Lessee's demand. If Lessor 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, inability of the City of Peoria,

Illinois to acquire title to the Real Property and convey the same to Lessor by July 1, 1989, or other cause, without fault, and beyond Lessor's control (financial inability excepted) 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, provided further during the period of such force majeure Lessor shall give Lessee notice each month including a detailed report on the status of the project and Lessor's efforts to resume its obligations under this Lease; provided further that if any such extension concerning completion of construction extends past one (1) year from the date of such delay, then Lessee shall have the option to terminate this Lease by written notice to Lessor and/or to charge Lessor a late completion fee of \$1,000.00 per day all as provided above. Provided and notwithstanding the foregoing, in the event that the City of Peoria, Illinois is unable to acquire title to the Real Property and convey the same to Lessor by April 30, 1990, then either Lessor or Lessee shall have the right to terminate this Lease by written notice to the other, and neither party shall have any further liability hereunder.

**5.2 Quality of Construction.** The Shopping Center shall be constructed with materials of grade and quality as specified on Exhibits "C" and "D", in a good and workmanlike manner by workmen skilled in the appropriate trades, and according to the Construction Plans.

**5.3 Construction of Parking Area.** Lessor, at its expense, shall construct and hard surface the parking area shown on Exhibit "A" attached hereto within the same time limit set for commencement and completion of the Shopping Center, and shall keep the same in good repair. Lessor shall provide proper grade level and drainage for said parking area, and shall install and maintain adequate surfacing, lighting facilities and shall meter Lessee's parking lot lighting directly into the Leased Space. In the event parking lot lighting (including the pylon sign) controlled by Lessee is turned off before another Shopping Center tenant closes for business and such tenant requires lighting controlled by Lessee for its customers then Lessor, shall notify Lessee to keep its lights on to correspond to such tenants hours provided that such tenant pays Lessee its prorata share of the cost of such lighting. Lessor shall provide paved driveways of adequate width and number (1) providing a means of ready ingress and egress from the Leased Space to the surrounding streets and highways for Lessee's customers and invitees, and (11) at the rear of the Leased Space for the purpose of receiving and delivering merchandise to and from the Leased Space, all in accordance with the site plan attached as Exhibit "A". Before construction of the parking area begins, the light fixtures, amount of illumination, grade level, surface material and striping of the parking area must be approved by Lessee in writing, provided, however, that any such approval by Lessee shall not relieve Lessor from any liability or obligation for the proper construction of such parking area.

**6. LESSOR'S COVENANTS AND REPRESENTATIONS.** In addition to all other covenants and agreements by Lessor found in this Lease, the Lessor hereby specifically covenants and represents as follows:

**6.1 Zoning.** The Real Property will be zoned for the type of business operation contemplated by Lessee prior to delivery of possession to Lessee and such zoning shall be appropriate for the Shopping Center.

6.2 Quiet Enjoyment. Prior to July 1, 1989, the Lessor will have good and marketable indefeasible fee simple title to the Leased Premises and will warrant there are no encumbrances or liens thereon except as set forth on Exhibit "B-1" to be attached hereto and approved by Lessee. Lessor agrees to deliver to Lessee, prior to June 15, 1989, either an ALTA commitment for Leasehold Title Insurance covering the Real Property, or such documentation as Lessee may reasonably request, showing good and merchantable, indefeasible fee simple title to the Real Property to be in Lessor. Within fifteen (15) days after receipt by Lessee of such title work, Lessee shall provide Lessor with written notice of its objections to title. Lessor shall have fifteen (15) days to cure or commence to cure such defects or Lessee may, at its option, cancel this Lease by written notice to Lessor. If such defects are not cured within six (6) months from commencement of cure, then Lessee may, at its option, cancel this Lease by written notice to Lessor, provided and notwithstanding the foregoing, in the event that the City of Peoria, Illinois is unable to acquire title to the Real Property and convey the same to Lessor by July 1, 1989, then the time within which Lessor is to acquire the Real Property shall be extended for that period of time that the City takes to acquire title, provided further if the City does not acquire title by April 30, 1990, then either Lessor or Lessee shall have the option to terminate this Lease by written notice to the other. Lessor has full authority to execute this Lease and further warrants to the Lessee that it shall have, hold and enjoy the Leased Premises and its rights hereunder during the term hereof. Lessor warrants and represents that the Leased Premises are and will be free from obnoxious fumes, odors and unsanitary conditions. Lessor shall not permit the emanation of any undue noise, obnoxious fumes or odors, or any other nuisance from any property or building adjacent to or near the Leased Premises, which is owned or controlled by Lessor.

6.3 Use of Real Property. The Real Property shall be used for the sole purpose of promoting and operating a Shopping Center, and there shall be no buildings erected on the Real Property, except those shown on Exhibit "A" attached hereto. No portion of the Real Property shall be used for a bowling alley, theater, billiard parlor, night club, video arcade or other place of recreation or amusement, or auto service station unless designated on Exhibit "A" attached hereto or unless located more than 225 feet from Lessee's Leased Space, or unless approved in writing by Lessee. Neither Lessor nor any affiliate or related party shall, without Lessee's prior written consent, 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 of Lessor's real estate located within 1,500 yards of the Shopping Center which permits a tenant under such lease to sell or offer for sale groceries, meats, poultry, seafood, dairy products, fruits, vegetables or baked goods; provided that this restriction shall not be deemed to prohibit a restaurant (including coffee house or sandwich shop) serving prepared foods, an ice cream store, a T. J. Cinnamons or like specialty bakery, a gourmet food store (provided that such gourmet food store does not exceed 1,500 square feet) or a Super X Drug Store provided any groceries are an incidental part of such Super X Drug Store's business. In the event Lessor violates the terms of this Subparagraph 6.3, and such violation continues for a period of sixty (60) days after Lessee's notice to Lessor of such violation, then all rental obligations under this Lease shall be abated during the period of such violation, and Lessee shall not be in default for failure to pay any rental allocated to such period.

At date,  
1/11/89



6.4 Site Plan. The site plan attached hereto as Exhibit "A" is an accurate representation of the Shopping Center and the Leased Space and no changes shall be made to such site plan without the prior written consent of Lessee. The boundaries of the Real Property shall be as outlined in red on Exhibit "A".

6.5 Use of Common Areas of Shopping Center. The access areas, parking area and all common areas and facilities of the Shopping Center shall remain as shown on Exhibit "A" throughout the primary term and any extension of this Lease, and Lessee and its employees, agents, officers, invitees and customers shall have unrestricted access thereto and to any additional access areas, parking areas and other common areas now or hereafter located on the Real Property except when the same are being repaired or reconstructed. Lessor represents and covenants upon completion of the leasable space shown on Exhibit "A" and throughout the term of this Lease the number and location of striped parking spaces for full size American automobiles shall be as shown on Exhibit "A" hereto. Prior to July 1, 1989 (or prior to the dates within which Lessor has to acquire title to the Real Property all as set forth in Subparagraph 6.2) Lessor shall have entered into a Reciprocal Access and Parking Agreement, acceptable to Lessee, with the Shell property, as shown on the Site Plan, which Agreement will provide for additional parking spaces for the use of the Shopping Center as shown on Exhibit "A" and Lessor understands and agrees that this Lease is specifically contingent upon such Reciprocal Access and Parking Agreement. No tenants, owners, occupants or other users of land adjoining the Real Property shall be allowed access to, from or across the Real Property or use of the parking lot shown on Exhibit "A", or any other parking lot hereafter added to the Real Property, without the prior written consent of Lessee, which consent shall not be granted until reciprocal access and parking agreements have been effected in a manner satisfactory to Lessee.

6.6 Utilities. Lessor, at its own cost, shall furnish, install and maintain adequate utility lines and services to serve the Leased Space, as specified in the Construction Plans, which utilities shall be separately metered to the Leased Space. Lessee shall pay for the separately metered utility services which it uses at the Leased Space from the date Lessor delivers possession of the Leased Space. Lessor shall not be liable for any interruption in utility service provided that such interruption is not caused by Lessor.

6.7 Compliance With Laws. Lessor agrees to make, at Lessor's own cost and expense, all necessary changes, additions, alterations and improvements to the Shopping Center and appurtenances thereto, that may be required at any time during the term hereof to make the Shopping Center and the Leased Space comply with all laws, ordinances, rules and regulations of all duly constituted city, county, state or federal authorities; provided, however, Lessee agrees to make any such changes resulting from Lessee's operations.

6.8 Taxes. At all times during the term hereof all ad valorem taxes, real estate taxes and similar taxes, special assessments 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 Lessor before becoming delinquent; provided, the Lessee shall pay to the

Lessor its proportionate share of such taxes based on the Leased Space as a percentage of the total leasable area to be included in the Shopping Center upon completion of all planned improvements and leasable space. All such taxes for which Lessee 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 Lessor within thirty (30) days after the calculation of its share of such taxes based on paid receipts for such taxes on the Shopping Center, which receipts shall be delivered by Lessor to Lessee. This Subparagraph 6.8 shall not be deemed or construed to require Lessee to pay or discharge any tax which may be levied upon the income, profits or business of Lessor or any personal property, franchise, inheritance or estate taxes which may be levied against Lessor 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, Lessee shall have no obligation to pay any taxes under this Subparagraph 6.8, the statement for which shall have been received by Lessee more than one year after the taxes shown on such statement have become delinquent. Lessee agrees to promptly pay all applicable sales taxes arising out of Lessee's business when due.

6.8.1 Tax Dispute. In the event Lessee disputes in good faith the computation or allocation of any ad valorem taxes, Lessee shall pay such taxes and give Lessor twenty (20) days written notice of its intention to contest such taxes. It is agreed, however, that Lessee, at its sole cost and expense, may dispute and contest such taxes, in its name or in the name of Lessor, or in the name of both, as it may deem appropriate.

6.9 Survey. Lessor agrees, at its expense, within the time to deliver title work as set forth in Paragraph 6.2, to furnish Lessee a survey satisfactory to Lessee, showing a metes and bounds legal description of the Real Property and the location of any easements or encroachments.

6.9.1 As Built Survey. Within sixty (60) days from the date of completion of the improvements of the Shopping Center, Lessor shall furnish Lessee an as-built survey showing the exact location of all buildings, malls, if any, driveways, easements, striped parking, underground utility lines and storm water drainage systems.

#### 6.10 Hazardous Substances.

6.10.1 Definitions. For purposes of this section, "Hazardous Substances" shall be defined as any hazardous, toxic, or dangerous waste, substance, including but not limited to petroleum derivative substances, or material defined as such in (or for purposes of) any state, federal or local environmental laws, regulations, decrees or ordinances or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or in any so called state or local "Super Fund", "Super Lien" or Cleanup Lien" law or any other federal, state or regulation, order or decree relating to or imposing liability or standards of conduct concerning any such substances or material or any amendments or successor statutes thereto.

6.10.2 Lessor's Representations. Lessor represents and warrants that to the best of its knowledge and belief and except as set forth in report by Randolph & Associates, Inc., dated June 2, 1988 (the "Report") that no Hazardous Substance has been or shall be discharged, disbursed, released, stored, treated, generated, disposed or allowed to escape on, under, or from the Leased Space. Lessor further represents and warrants that to the best of its knowledge and belief that no polychlorinated biphenyls nor any underground storage tanks (except for the underground storage tank on the Nissan property) have been or shall be installed, used, incorporated into or disposed of on or under the Leased Space. This Lease is contingent upon removal or filling of the Nissan tank pursuant to all applicable regulatory procedures as set forth in the Report. Lessor further represents and warrants that all asbestos or asbestos containing materials shall be removed thirty (30) days prior to the commencement of construction of the Shopping Center. Lessor represents and warrants that all removal procedures will be conducted in a safe manner so that no asbestos or residue remains in the Shopping Center. Lessor understands that this Lease is specifically contingent upon such proper removal of all asbestos by Lessor and upon Lessor providing Lessee with a laboratory report, using EPA and OSHA approved procedures, confirming that all asbestos or any other Hazardous Substance have been removed from the Leased Space. In the event Lessor does not complete such removal or provide such report to Lessee thirty (30) days prior to commencement of construction, then Lessee shall have the option to cancel this Lease by written notice to Lessor, and be released from any liability hereunder. Lessor hereby agrees to defend, indemnify and hold Lessee harmless against all claims, liabilities or of any person or parties whatsoever arising from any breach of its representations or warranties regarding asbestos. Lessor agrees that such representations and warranties shall survive any termination of the Lease. Lessor understands that Lessee is specifically relying upon the representations of this Subparagraph 6.10 in entering into this Lease.

6.10.3 Lessee's Representations. Lessee represents and warrants that, except for items commonly sold or utilized in supermarkets, no Hazardous Substances will be stored on the Shopping Center Space and that during the Lease Term, no Hazardous Substances will be discharged on the Shopping Center solely and directly as a result of Lessee's operations in the Leased Space during the term of this Lease. Lessee agrees that such representations and warranties shall survive any termination of this Lease and Lessee agrees to indemnify and hold harmless the Lessor from any and all costs, expenses, claims and damages arising from its breach of any of the foregoing warranties of Lessee. Lessee agrees to cleanup any such discharge in compliance with all applicable EPA and OSHA regulations and otherwise comply with such regulations as applicable to such discharge.

7. MAINTENANCE RESPONSIBILITY. The Lessor and the Lessee shall have the following responsibilities for maintenance of the Shopping Center, provided that any obligation or liability not specifically covered by the terms of this Lease shall be considered an obligation of the Lessor.

7.1 Maintenance by Lessor. Lessor, at its cost and expense and without charging Lessee any direct or indirect management fees or charges

of any nature whatsoever, shall keep in repair (except for repairs necessitated by the negligence of Lessee) all of the exterior of the Leased Space and the Shopping Center, specifically including, but not limited to, the roof, downspouts, gutters, and shall be responsible for all interior and exterior repairs of a structural nature or arising out of structural defect. Lessor shall be responsible for the following Common Area Maintenance: keeping the parking area repaired and replaced as necessary, lighted, striped, cleaned and free of all debris, ice and snow and available at all times as a free parking lot for all customers of the Shopping Center; and maintaining the landscaping on the Shopping Center and all other common areas clean, lighted and in good repair, and all sidewalks and common areas cleaned and free of all debris, ice and snow. The Lessee shall pay to the Lessor its proportionate share of the costs of such Common Area Maintenance based on the Leased Space as a percentage of the total leasable area to be included in the Shopping Center upon completion of all planned improvements and leasable space; provided, that any such payment made by Lessee pursuant to this paragraph shall be reasonable charges supported by detailed statements and such supporting documentation shall be provided to Lessee as a precondition to Lessee's obligation to pay such Common Area Maintenance and such payments shall be made in arrears at the same time Lessee's Minimum Rental payment is due hereunder. Notwithstanding anything contained in this Subparagraph 7.1 to the contrary, Lessee shall have no obligation to make any such payment pursuant to this Subparagraph 7.1, the statement for which shall have been received by Lessee more than one year after the end of the Lease Year.

7.2 Maintenance by Lessee. Lessee, at its cost, shall keep the interior of the Leased Space in repair, including plate glass, exposed plumbing, heating and air conditioning units (if separate units exist for the Leased Space), doors and door closers, except for reasonable wear and tear, damage by fire and the elements and unavoidable casualty; provided, that the Lessee shall be entitled to all parts and service guaranties and any warranties in effect on equipment which it is responsible for maintaining under the terms hereof.

7.3 Remodeling at Lessee's Expense. During the term hereof, or any extension thereof, Lessee and its successors and assigns, shall have the right and privilege to perform nonstructural redecoration and remodeling to the interior of the Leased Space from time to time as it shall see fit; to erect and install such machinery and equipment, counters, shelving, light fixtures, partitions, fixtures, and signs in, upon and about the Leased Space as in Lessee's judgment may be necessary or desirable in the conduct of its business and to change the same in its sole discretion. Lessee shall promptly pay and obtain a partial and final release of lien from all contractors and materialmen and suppliers, so as to minimize the possibility of a lien attaching to the Leased Space, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days.

7.4 Lessee's Expansion. Lessee shall not perform any exterior and/or structural alterations, improvements or construction of any kind without the prior written consent of Lessor, provided that Lessee shall have the right to expand the Leased Space into the 7,350 square foot expansion area set forth on the Site Plan. In the event Lessee desires to expand its Leased Space, then Lessee shall provide Lessor with one (1) 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 along with a demolition plan and as-built drawings if applicable. Lessor shall have the right to approve such plans, approval to not be unreasonably withheld. Lessor may, at its option, offer to construct on behalf of Lessee the new construction in the expansion area with the cost of such new construction amortized by rentals on such expansion area over the remaining term of the Lease. Lessor shall submit its cost estimate for Lessor's construction and rent proposal to Lessee within sixty (60) days after the receipt of Lessee's plans, and Lessee shall have sixty (60) days on which to accept or to reject such offer by written notice to Lessor. If Lessee rejects such offer, then Lessee shall construct the expansion area at its cost and no additional minimum rental shall be due under this Lease for such expansion area. Rentals shall be due upon Lessee's grand opening of the expansion area (or sixty (60) days after Lessor delivers the space to Lessee, if Lessor constructs the Expansion Area). The square footage of the Leased Space shall be adjusted accordingly after expansion is completed for purposes of calculating Lessee's pro rata share of the Common Area expenses, taxes and insurance. If Lessee constructs the Expansion Area then Lessee shall be responsible for all maintenance for such Expansion Area.

7.5 Lessor's Failure to Make Repairs. In the case of an emergency, Lessee may make any temporary repairs or pay any expenses required to be paid by Lessor, provided Lessee has used reasonable effort to contact Lessor or Lessor's representatives by telephone at telephone numbers designated in writing by Lessor ("emergency" being defined as imminent danger to Lessee, to Lessee's property or business or to the general public) and any such payments shall be deducted from the next following rental payment or payments. Lessee may make any repairs or pay any expenses required to be paid by Lessor provided Lessee has given Lessor thirty (30) days written notice of the need for such repairs and the cost of such repairs shall be deducted from the next following rental payment or payments.

8. ADVERTISING SIGNS. Subject to approval of applicable governmental authorities, Lessee may erect its standard signs on the exterior of its Leased Space in a manner and location satisfactory to Lessee. Should Lessor allow any other tenants in the Shopping Center to erect signs in the parking area or other common areas, it shall also allow Lessee the same privilege. Lessee shall install its signs at its own expense and may remove them at the termination of this Lease. Any damage to the building as a result of the removal of Lessee's signs shall be repaired at the expense of the Lessee.

8.1 No Other Signs on Leased Space. Lessor shall not erect, nor permit to be erected, any signs on the Leased Space other than those of Lessee without the prior written consent of Lessee.

8.2 Shopping Center Sign. Subject to approval of applicable governmental authorities, the Lessor agrees to furnish within the Shopping Center one or more signs advertising the entire Shopping Center, and said signs shall be kept in good order and repair which cost shall be part of Common Area Maintenance set forth in Subparagraph 7.2. The sign lighting shall be directly metered into the Leased Space. The Lessor may not place or permit to be placed on any such sign the names of other tenants in the

Shopping Center unless the Lessee's name is also placed thereon in a position and with lettering at least equal in size, type and prominence to that of any other tenant.

9. EMINENT DOMAIN - CASUALTY LOSS. The Lessor and the Lessee 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 rent shall be paid up to that day, and from that day, the Minimum Rental shall be reduced in proportion to the amount of the store room 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, Lessor shall give Lessee written notice thereof and Lessee 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 Lessee should not elect to cancel this Lease, Lessor shall, at its sole cost, build on the new building line a wall, or front, similar to the one removed. It is understood and agreed that any and all condemnation awards or payments shall be paid to and retained by Lessor, except that Lessee shall be entitled to any award or payment made for damage to fixtures, equipment and merchandise owned by Lessee (including costs of removal of same).

9.2 Eminent Domain Affecting Shopping Center. In the event ten percent (10%) or more of the Shopping Center or ten percent (10%) or more of the parking area or other common area comprising the Shopping Center should be taken by the power of eminent domain or transfer in lieu thereof, upon notice given to Lessor within sixty (60) days after such taking or transfer in lieu thereof, Lessee shall have the option to cancel this Lease and declare the same null and void effective thirty (30) days after such notice. Provided that Lessee shall not terminate this Lease unless Lessor shall have an opportunity to provide equivalent parking acceptable to Lessee in its sole discretion.

9.3 Destruction of Leased Space. In the event the Leased Space should be partially destroyed (destruction that can be repaired or replaced within six (6) months) as a result of fire or other casualty, regardless of the cause, then Lessor shall, at its sole cost and expense, promptly, and in any event within sixty (60) days, commence to build or replace the same in as good condition as prior to such casualty, which rebuilding or replacement shall be completed within six (6) months following commencement of construction. In the event the Leased Space should be substantially destroyed (destruction that cannot be repaired or replaced within six (6) months) as a result of fire or other casualty, or it should be untenable and unfit for occupancy, then, Lessee may at Lessee's sole option, expressed to Lessor in writing within fifteen (15) days of such occurrence, (i) require the Lessor to promptly, and in any event within sixty (60) days of such notice from Lessee, commence to build or replace the same as aforesaid, which rebuilding and replacement shall be completed within eight (8) months from commencement of construction, or (ii) terminate this Lease, effective on the date of such casualty. Monthly Minimum Rentals shall abate proportionately to the use in the event of partial or substantial

destruction during the term of this Lease. Lessor shall have no interest or claim to any portion of the proceeds of any insurance carried by Lessee on Lessee's personal property. Lessee shall have no interest in or claim to any portion of the proceeds of any fire and extended insurance policy or policies carried by Lessor.

9.4 Destruction of Shopping Center. In the event all or any part of the Shopping Center shown on Exhibit "A" attached hereto (other than the Leased Space) should be destroyed partially or substantially as a result of fire or other casualty, regardless of cause, and Lessee determines that failure to rebuild or replace such destroyed portion would adversely affect Lessee's business, then Lessor shall begin restoration within four (4) months after the date of such destruction, and if Lessor should fail to begin restoration within such time or fail to have same fully repaired or rebuilt to the condition existing before such damage within ten (10) months from commencement, Lessor shall be in default, and Lessee shall have the right, so long as this default shall continue, to abate the payment of Minimum Rental proportionate to the adverse affect on Lessee's business, as determined by Lessee. At any time after Minimum Rental shall have been abated for ninety (90) days, and while Lessor shall remain in default, Lessee may cancel this Lease by a thirty (30) day written notice to Lessor.

9.5 Destruction After the Seventeenth Year of the Lease Term. Anything herein contained to the contrary notwithstanding, if any such damage, loss or destruction as described in Subparagraph 9.3 shall take place after the Seventeenth (17th) Year of the Initial Term or during any Extended Term of this Lease shall have expired, Lessee shall have an option to declare this Lease ended and terminated, and notice of this election shall be given in writing by Lessee to Lessor within fifteen (15) days from the date of such loss or destruction, provided that if Lessee requires Lessor to rebuild the Lease Space then Lessee agrees to exercise the next available five (5) year option.

9.6 Force Majeure. If Lessor shall be delayed or prevented from the performance of its construction obligations under this Paragraph 9 by reason of acts of God, riots, civil commotion, strikes, lockouts, or other cause, without fault, and beyond Lessor's control (financial inability excepted) 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 during the period of such force majeure, Lessor shall give Lessee notice each month including a detailed report on the status of the force majeure and Lessor's efforts to resume its obligations under this Lease, and provided further that any extension concerning completion of construction shall not extend past six (6) months from such delay or Lessee shall have the option to terminate this Lease.

## 10. INSURANCE

10.1 Lessor's Insurance. At all times during the term of this Lease, Lessor, at its own cost and expense, shall carry, on all buildings in the Shopping Center, fire insurance with additional coverage commonly known as Supplemental Contract or Extended Coverage, together with coverage

for vandalism and malicious mischief, written by a financially responsible insurer duly authorized to do business in the State of Illinois in an amount sufficient to prevent any coinsurance and in any event not less than eighty percent (80%) of the Full Insurable Value of the Shopping Center as determined from time to time; provided, the Lessee shall pay to Lessor its proportionate share of the premiums paid by Lessor for such insurance, based on the Leased Space as a percentage of the total leasable area to be included in the Shopping Center upon completion of all planned improvements and leasable space. All insurance premiums for which Lessee 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. Lessee's pro rata share of insurance premiums shall be paid to Lessor within thirty (30) days after Lessee's receipt of paid receipts for such premiums, which receipts shall be obtained and delivered by Lessor. Notwithstanding anything contained in this Subparagraph 10.1 to the contrary, Lessee shall have no obligation to pay any insurance premiums under this Subparagraph 10.1, the statement for which shall have been received by Lessee more than one year after the insurance premiums shown on such statement have become due. Lessor shall provide Lessee with satisfactory evidence that its insurance policy contains an adequate waiver of subrogation clause in favor of Lessee.

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 fiscal depreciation.

10.1.2 Failure of Lessor to Insure. If the Lessor shall fail, refuse or neglect after written notice to obtain such insurance or to maintain the same, and furnish the Lessee with proof of the same upon demand, the Lessee shall have the right to procure such insurance and the amount thereof shall be payable to the Lessee on demand with lawful interest thereon. If Lessor refuses to pay such amount Lessee shall have the right to deduct the cost thereof from any rental or other sums payable under this Lease.

10.1.3 Notice From Insurance Company. The insurance company will agree that the Lessor and Lessee will be given thirty (30) 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 the Lessee.

10.2 Lessee's Insurance. Lessee, at its own cost and expense, shall carry on its fixtures, equipment, and merchandise in the Leased Space, fire insurance with additional coverage commonly known as Supplemental Contract or Extended Coverage, together with coverage for vandalism and malicious mischief, written by a financially responsible insurer authorized to do business in the State of Illinois. Lessee shall provide Lessor with satisfactory evidence that its insurance policy contains an adequate waiver of subrogation clause in favor of Lessor.

## 11. ASSIGNMENT, SUBLETTING AND DISCONTINUANCE OF OPERATIONS.

11.1 Assignment and Subletting. Lessee shall have the right to assign this Lease or to sublease the Leased Space or any part thereof



without the consent of Lessor so long as such assignment or sublease is to another supermarket operation. In the event such assignment or sublease is not to another supermarket operation, then Lessor must consent in writing to such assignment or sublease, such consent not to be unreasonably withheld. Any assignee or sublessee hereunder shall be entitled to all the benefits due or accruing to Lessee under this Lease, and Lessor agrees to accept the performance of Lessee's obligations hereunder from any such assignee or sublessee. No assignment or subleasing shall relieve Lessee of its obligations under this Lease.

11.2 Payment of Percentage Rental. In the event of any assignment or sublease, the computation of Percentage Rental shall be based upon the Gross Retail Sales of such assignee or sublessee.

11.3 Discontinuance of Operations. Lessee shall have the right to discontinue its operations in the Leased Space without the consent of Lessor, provided however, Lessee agrees to open for business within sixty (60) days after Lessor's delivery of possession of the Leased Space to Lessee and Lessor's completion of all of its construction obligations as set forth in Exhibits "C" and "D". As used herein, discontinuance of operations shall mean Lessee is not open for business, holidays excepted and closure for remodeling, or for repairs after fire or other casualty excepted. In the event Lessee discontinues its operations in the Leased Space for a period of six (6) continuous months, (provided that if any subtenant of Lessee retains control of the Leased Premises while in bankruptcy, such six (6) month period shall commence when Lessee has reacquired control of the Leased Space from any such subtenant), then Lessor shall have the right to terminate this Lease during the six (6) month period immediately following said six (6) months of discontinuance of operations. If Lessor does not terminate this Lease during said six (6) month period following the period of six (6) months of discontinuance of operations, then Lessee shall have the full right to assign or sublease the Leased Space for any retail use not in conflict with other tenants of the Shopping Center or in violation of other restricted uses set forth in Subparagraph 6.3. Provided, in the event Lessor does not terminate this Lease and Lessee or any assignee or sublessee of Lessee recommences operations in the Leased Space after such six (6) month period then Lessor's right to terminate this Lease is extinguished until any subsequent discontinuance of operations in the Leased Space for a period of six (6) continuous months.

12. INDEMNITY. Subject to the waiver of subrogation provisions of Paragraphs 10.1 and 10.2, the Lessor and the Lessee shall provide the following indemnification:

12.1 Lessor's Indemnity. Lessor agrees to defend and indemnify, and shall hold Lessee harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring in, on or about the Shopping Center as a result of willful or negligent acts or omissions of Lessor, its employees, agents or representatives, including but not limited to common areas, sidewalks and parking areas, and Lessor shall carry, at its expense, public liability insurance on the Shopping Center stipulating limits of not less than \$1,000,000 for each occurrence and \$500,000 for property damage. Lessee shall pay to Lessor its proportionate share of the premiums paid by Lessor for such

insurance, based on the Leased Space as a percentage of the total leasable area to be included in the Shopping Center upon completion of all planned improvements and leasable space. All insurance premiums for which Lessee is liable hereunder for the calendar years of commencement and termination of this Lease shall be prorated from the commencement date to the termination date of the term of the Lease. Lessee's pro rata share of insurance premiums shall be paid to Lessor within thirty (30) days after Lessee's receipt of paid receipts for such premiums, which receipts shall be obtained and delivered by Lessor. Notwithstanding anything contained in this Subparagraph 12.1 to the contrary, Lessee shall have no obligation to pay any insurance premiums under this Subparagraph 12.1 the statement for which shall have been received more than one year after the insurance premiums shown on such statement have become due. Certificates of such insurance shall be furnished to the Lessee, and Lessor shall have all such policies of insurance name Lessee as an additional insured.

**12.2 Lessee's Indemnity.** Lessee agrees to indemnify and shall hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of any injuries or accidents occurring in its Leased Space as a result of willful or negligent acts or omissions of Lessee, its employees, agents or representatives, and Lessee shall carry public liability insurance on its Leased Space stipulating limits of not less than \$1,000,000 for each occurrence, and \$500,000 for property damage. Certificates of such insurance shall be furnished to Lessor. Lessee shall have all such policies of insurance name Lessor as an additional insured and Lessee shall have such insurer give Lessor thirty (30) days notice prior to any cancellation of such policy.

### **13. DEFAULT.**

**13.1 Lessee's Default.** Notwithstanding the notice periods set forth below, in the event Lessee is late in paying any installment of rental or other sum due under this Lease and such failure to promptly pay occurs more than once in any Lease Year, then upon such second occurrence the amount due and owing shall accrue interest at the rate of one and one-half percent (1-1/2%) per month from the due date until paid. In the event Lessee should default in payment of rental, Lessor shall give Lessee written notice of such default by certified mail, and Lessee shall have fifteen (15) days from the date of receiving such notice to correct same. Should Lessee fail to correct such default in said fifteen (15) day period, Lessor may, in addition to all other rights available to Lessor under the laws of the state in which the Shopping Center is located, at its option, terminate this Lease. In the event Lessee should fail to comply with any other provision of this Lease, Lessor shall give Lessee 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 Lessee is not then engaged in prudent efforts to cure such default, Lessor shall then give Lessee a second written notice by certified mail, and five (5) days from the receipt of such second notice, Lessor may, in addition to all other rights available to Lessor under the laws of the state in which the Shopping Center is located, at its option, terminate this Lease. Should Lessee correct its default within the time provided or correct such default by action commenced during such time period and prudently pursued thereafter, then Lessee's rights hereunder shall be re-established as though said default had not occurred. Lessor shall have the right to make

any emergency repairs to the Leased Space on behalf of Lessee (provided Lessor has given Lessee telephonic notice of the need for such repair) and to bill Lessee for the reasonable cost thereof.

13.2 Bona Fide Dispute Re: Percentage Rental. Lessee's failure to pay Percentage Rental, as provided in Subparagraph 4.3, shall not be sufficient grounds for cancellation of this Lease by Lessor if such failure be the result of a bona fide dispute as to the amount due and payable.

13.3 Lessor's Default. Should Lessor default in fulfillment of any of the covenants or agreements of this Lease and fail to correct such within sixty (60) days from receipt of written notice from Lessee of such default, (except for failure to make emergency repairs as set forth in Subparagraph 7.4 hereof which shall require telephonic notice and failure to make non-emergency repairs which shall require thirty (30) days written notice) or in the event any representation or warranty made by Lessor is false, misleading or erroneous in any material respect and should such default continue and Lessor is not then engaged in prudent efforts to cure such default, then Lessee, at its option, may (i) correct such default and deduct any and all cost as a result of such correction from rentals due or becoming due until Lessee shall be reimbursed in full for cost of such correction, or (ii) Lessee shall have the right, so long as default shall continue, to terminate this Lease.

13.4 Attorney's Fees. In the event that either party retains an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of the other party, the party not in default shall be entitled to recover for reasonable attorney's fees and court costs incurred.

14. REDELIVERY OF LEASED SPACE. Lessee shall, at the termination of this Lease or any extension thereof, peacefully quit, surrender and deliver up to Lessor, its successors or assigns, the Leased Space in good condition, with the exception of usual wear and tear or insured casualty.

15. HOLDING OVER. In the event the Lessee should remain in possession of the Leased Space after expiration of this Lease with Lessor's consent, without the execution of a new Lease, Lessee shall be deemed to be occupying the Leased Space as a tenant from month to month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

16. REMOVALS BY LESSEE. Lessee shall have the right at any time to remove any and all of its merchandise, machinery, equipment, counters, shelving, light fixtures, signs and other fixtures (regardless of the manner in which any of said items have been 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 personal property located in said Leased Space and owned by Lessee at such time. Upon termination of the Lease Lessee shall remove all such merchandise and equipment from the Leased Space. In removing such personal property, Lessee shall not materially injure or damage the Leased Space and any such material damage resulting shall be repaired at the expense of Lessee. It is understood that a bona fide dispute between Lessor and Lessee as to rental claimed to be due shall not operate to prevent removal of property by Lessee pursuant to this paragraph, but in such event Lessee shall have the right to remove the same as if no rental were then due. Lessor hereby waives rights, security interest or

any "Landlord's Lien" whether by statute or common law in Lessee's personal property.

17. NOTICES. All notices required or options granted under this Lease shall be given or exercised in writing, and shall be deemed to be properly served if (i) sent by certified mail with return receipt requested, or (ii) sent by telegram, (iii) personally delivered to the address hereinafter identified or (iv) or overnight delivery service. 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 telegram or the date on which personal delivery is made or the date such notice is delivered by such overnight delivery service. 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:

LESSOR: First National Bank of Peoria  
c/o The Joseph Company  
5001 North University Street  
Peoria, Illinois 61614  
Attn: David Joseph

LESSEE: Scrivner, Inc.  
5701 North Shartel  
Post Office Box 26030  
Oklahoma City, Oklahoma 73126  
Attn: General Counsel

17.2 Rental Payment Address. Until appropriately changed by thirty (30) days written notice to Lessee, rental payments hereunder shall be made to Lessor either by mail or otherwise as follows:

LESSOR: First National Bank of Peoria  
c/o The Joseph Company  
5001 North University Street  
Peoria, Illinois 61614  
Attn: David Joseph

In the event the rental payment address is changed in connection with the transfer of beneficial interest in the Shopping Center, Lessee shall not be required to comply with such notice unless the same is accompanied by evidence satisfactory to Lessee of such change of ownership, and any payments made by Lessee prior to receiving such satisfactory evidence shall be deemed properly paid.

18. AUTHORITY. Each party hereto affirms and states that it has full right and authority to enter into and perform this Lease Agreement.

19. MEMORANDUM OF LEASE. The Lessor and Lessee agree that they will not record this Lease, but will at any time, at the request of the other, execute a Memorandum of Lease, in the form of Exhibit "F" attached hereto, which

will set forth a legal description of the Real Property, the term of the Lease and any other provisions hereof as agreed, and may, at their option, record such Memorandum of Lease in the real property records of the county in which the Real Property is located.

20. SUBORDINATION AND NON-DISTURBANCE. The Lessee agrees that it will obtain execution of a Subordination and Non-Disturbance Agreement in the form of Exhibit "G" attached hereto which will subordinate Lessee's interest hereunder to the interest of any mortgagee holding a mortgage lien on the Leased Space, if the mortgagee requires such a subordination; provided, however, such subordination shall be subject to the non-disturbance provisions contained therein. Prior to the execution of this Lease, Lessor shall provide to Lessee a fully executed Non-Disturbance Agreement from each existing mortgagee of the Leased Space, which Non-Disturbance Agreement shall be in the form of Exhibit "H" attached hereto.

21. MISCELLANEOUS.

21.1 Modifications to Lease. Lessor and Lessee agree that no alterations, changes or modifications of this Lease shall be effective unless made in writing and executed in the same manner as is this present instrument and specifically agree that no verbal or oral changes are 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 covenanted between the parties hereto that all covenants and undertakings in this Lease contained shall extend to and be binding upon the respective 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 extension thereof.

21.5 Non-Waiver. Any assents, expressed or implied, by Lessor or Lessee to any breach of any specific covenant or condition herein contained, shall not be construed as an assent or waiver of any such covenant or condition generally, or of any subsequent breach thereof.

21.6 Lessee's Use. Except as provided in Subparagraph 11.3, Lessee may use the Leased Space for a supermarket operation only, unless Lessor gives its written consent for another use.

21.7 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

22. MISCELLANEOUS COVENANTS.

22.1 Lessee's Covenants. Lessee hereby agrees that it shall:

a. Occupy the Leased Space in compliance with all laws, regulations and orders of any governmental bodies having jurisdiction over the Leased Space, and without committing or permitting waste and keep all garbage and refuse in the kind of container specified by Lessor, prepared for collection on a regular basis.

b. Permit no reproduction of sound which is audible outside the Leased Space nor permit obnoxious odors to be unreasonably dispelled from the Leased Space and adequately heat and cool the Leased Space.

c. Park Lessee's vehicles and to require all employees to park vehicles only in such places as may be reasonably designated from time to time by Lessor for the use of Lessee and employees.

d. Use Lessee's best efforts to prevent the parking or standing of vehicles and equipment upon Shopping Center land except when actually engaged in loading or unloading.

e. Permit Lessor free access to the Leased Space at all reasonable times upon reasonable notice for the purpose of examining the same or making repairs to the Leased Space that Lessor may deem necessary to the safety or preservation thereof.

22.2 Estoppel. Lessee agrees, upon request in writing from Lessor, to execute and deliver to Lessor, for the benefit of such persons as Lessor names in such request, a standard Estoppel Letter attached as Exhibit "I" setting forth and certifying to any information reasonably requested by the Lessor.

22.3 Waiver. No payment by Lessee or receipt by Lessor of a lesser amount than the rental or other charges due from Lessee shall be deemed to be other than on account of the earliest rent or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check of payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent.

22.4 Trustee's Exculpation. It is expressly understood and agreed by the parties, anything herein to the contrary notwithstanding, that each of the representations, covenants and agreements made on the part of the Lessor, while in form purporting to be the representations, covenants and agreements of the Lessor, are, nevertheless, made and intended not as personal representations, covenants, undertakings and agreements by Lessor or for the purpose or with the intent of binding the Lessor personally, but are made for the purpose of binding the Trust Assets including the Shopping Center. Further, the Lease is executed and delivered by the Lessor not in its own right but solely in the exercise of the powers conferred upon it as Trustee; no duty shall rest upon the Lessor to sequester the trust estate or the rents, issues and profits therefrom, or the proceeds arising from any sale or other disposition thereof; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee on account of this Lease, or on account of the representations, covenants, undertakings or agreement of the Lessor in this Lease contained, either expressed or implied, all such personal liability of the Lessee, if any, being expressly waived and released by the Lessee and by all persons claiming by, through or under the Lessee.

22.5 Non-Discrimination. The Lessee agrees that the Lessee shall not discriminate in violation of any applicable federal, state or local laws or regulations upon basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Leased Space.

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

LESSOR.

FIRST NATIONAL BANK OF PEORIA  
as Trustee of Trust No. 77-6442-00-6  
under Agreement dated January 26,  
1989

By: Charlotte A. Mitchell  
Trustee  
TRUST OFFICER

ATTEST:

LESSEE.

THOMPSON FOOD BASKET, INC.  
An Illinois Corporation

[Signature]  
Asst. Secretary  
[SEAL]

By: William T. Bishop  
William T. Bishop, Vice President

KEP(D24)JC.SCL1

GUARANTY

Scrivner, Inc., a Delaware corporation, hereby agrees to guarantee all of Thompson Food Basket, Inc.'s, an Illinois corporation, obligations under that certain Shopping Center Lease, dated January 27, 1989 with the First National Bank of Peoria as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, covering retail store space in the Campustown Shopping Center located at Main and University, Peoria, Illinois.

ATTEST:

SCRIVNER, INC.  
A Delaware Corporation

  
[SEAL] Asst. Secretary

By.   
William T. Bishop, President

KEP(D24)JC.GUAR1



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into this 6th day of August, 1990, by and between FIRST NATIONAL OF PEORIA, as Trustee of Trust No. 77-6442-00-6, under Agreement dated January 26, 1989, (hereinafter referred to as "Lessor") and THOMPSON FOOD BASKET, INC., an Illinois corporation (hereinafter referred to as "Lessee");

W I T N E S S E T H:

Upon commencement 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 Peoria, State of Illinois, 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 Premises").

The Leased Premises will be leased for a term of twenty (20) years, commencing on the earlier of (i) the first day of the first month after the expiration of sixty (60) days after the Lessor has completed all of Lessor's construction obligations and has delivered the Leased Space to Lessee for preparation for opening for the transaction of business therein, and Lessee has been notified in writing, or (ii) the first day Lessee makes its first retail sale in the Leased Space; and Lessee shall have the option to extend the Lease for six (6) 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 January 27, 1989, as amended, 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.

An Addendum to the Lease will be executed by the parties to the Lease when the actual commencement date of the Lease has been ascertained, at which time the parties hereto shall amend this Memorandum of Lease by filing such addendum in the real estate records of Peoria County, Illinois.

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 that this Memorandum of Lease shall not change, modify or amend the aforesaid Lease in any respect.

15 AUG 90 13 25

90-18567

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written. See Trustee Exculpation Clause attached.

LESSOR:

FIRST NATIONAL BANK OF PEORIA,  
as Trustee of Trust No. 77-6442-00-6  
under Agreement dated January 26, 1989

By: Charlotte A. Mitchell  
TRUST OFFICER Trustee

LESSEE:

THOMPSON FOOD BASKET, INC.  
An Illinois Corporation

ATTEST:

By: William T. Bishop  
William T. Bishop, Vice President

[Signature]  
Asst. Secretary  
(SEAL)

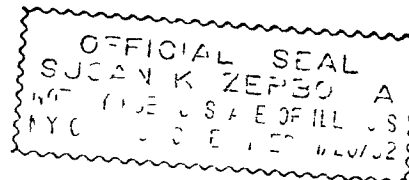
STATE OF )  
COUNTY OF ) ss.

On this 6th day of August, 1990, before me, a notary public in and for said county, personally appeared Charlotte A. Mitchell, to me personally known, who being by me duly sworn did say that he is Trustee of First National Bank of Peoria, as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, that said instrument was signed and sealed on behalf of the said Trust and the said Charlotte A. Mitchell acknowledged the execution of said instrument to be the voluntary act and deed of said Trust by it voluntarily executed.

Susan K Zebonin  
Notary Public

My Commission Expires:

01/20/92 (SEAL)

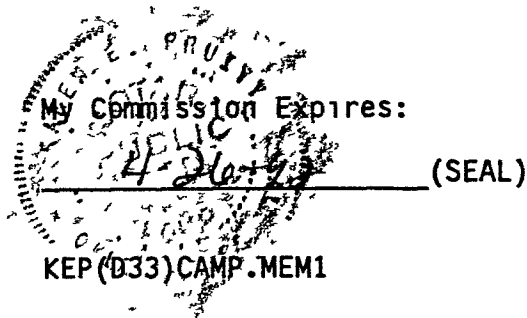


90-18567

STATE OF Oklahoma  
COUNTY OF Oklahoma ) ss.

On this 8 day of August, 1990, before me, a notary public in and for said county, personally appeared William J. Bishop, to me personally known, who being by me duly sworn did say that he Vice President of Thompson Food Basket, Inc., that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said William T. Bishop acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Karen E. Pruitt  
Notary Public



Prepared by  
and

Mail to : Campus Town Associates Limited Partnership  
5001 N. University Street  
Peoria, IL 61614

EXHIBIT "A"

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and Part of Lot 10 in Block 1; all of Lots 6, 7, 8, 9, 10 and Part of Lot 1 in Block 2; all of Lots 4, 5, and Part of Lot 3 in Block 6; all of Lots 1, 2, 3, 4, 5, 6, 7, 8 and Part of Lots 9 and 10 in Block 5; Part of Lots 2, 3, and 4 of Rowcliffe Resurvey of Lots 6, 7, 8, 9 and 10 in Block 6; all in Underhill's and Bourland's Addition to the City of Peoria; also part of the adjacent streets and alleys to be vacated, more particularly bounded and described as follows:

Beginning at the northwest corner of Lot 6 in Block 1 of Underhill's and Bourland's Addition (also being the intersection of the southerly line of Main Street with the easterly line of North University Street); thence South 16 degrees (<sup>0</sup>), 36 minutes (<sup>'</sup>), 11 seconds (<sup>"</sup>) West (bearings assumed for descriptive purposes only), along the proposed right-of-way line of North University Street relocation, a distance of 52.17 feet to a point within the existing right-of-way of North University Street; thence South 00°-00'-04" East, continuing along the said proposed right-of-way line, a distance of 79.99 feet to a point of curvature; thence southeasterly, continuing along the said proposed right-of-way line on a tangential curve to the left having a radius of 310.00 feet, an arc distance of 374.20 feet to a point of tangency; thence South 69°-09'-43" East, continuing along the said proposed right-of-way line, a distance of 300.71 feet to a point of curvature; thence southeasterly, continuing along the said proposed right-of-way line on a tangential curve to the right having a radius of 445.00 feet, an arc distance of 181.52 feet to a point on the southerly line of St. James Street; thence South 89°-53'-06" East, along the southerly line of St. James Street, a distance of 74.22 feet to the westerly line of Bourland Street; thence North 00°-05'-13" West, along the westerly line of Bourland Street, and said line extended, a distance of 406.68 feet; thence North 89°-53'-33" West, along a line parallel with and 14.00 feet southerly of the northerly line of Lot 1 in Block 2 of Underhill's and Bourland's Addition, a distance of 157.35 feet to the centerline of the alley in said Block 2; thence North 00°-00'-03" East, along the centerline of said alley, a distance of 216.67 feet to the southerly line of Main Street extended, thence North 89°-59'-20" West, along the southerly line of Main Street and said line extended, a distance of 534.11 to the Point of Beginning; containing 6.859 acres, more or less, and situated in the City of Peoria, County of Peoria and State of Illinois.

Assessor's Parcel I.D. Nos. 18-05-452-005, 18-05-452-006,  
18-05-452-001, 18-05-452-002, 18-05-452-003, 18-05-455-006,  
18-05-455-005, 18-05-451-001, 18-05-451-008, 18-05-451-004,  
18-05-456-010, 18-05-456-012, 18-05-456-013, 18-05-456-004,  
18-05-451-002, 18-05-451-003, 18-05-451-005, 18-05-451-006,  
18-05-451-007, 18-05-451-009, 18-05-451-010, 18-05-451-011,  
18-05-451-012, 18-05-451-013, 18-05-451-014, 18-05-451-015,  
18-05-455-004, 18-05-455-011, 18-05-455-012, 18-05-455-013,  
18-05-455-014, 18-05-456-001, 18-05-456-002, 18-05-456-003,  
18-05-456-005, 18-05-456-006, 18-05-456-007, 18-05-456-008,  
18-05-456-009, 18-05-456-011, 18-05-456-014, 18-05-455-003,  
18-05-452-004

90-18567

TRUSTEE EXCULPATION. This instrument is executed by First National Bank of Peoria, not personally, but as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, in the exercise of the power and authority conferred upon and vested in First National Bank of Peoria as such Trustee, and it is expressly understood and agreed by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any personal liability on the part of First National Bank of Peoria to pay any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery against said First National Bank under this instrument shall be solely against and out of the property which is the estate of said Trust.

90 - 18567

**AMENDMENT TO MEMORANDUM OF LEASE**

THIS AMENDMENT TO MEMORANDUM OF LEASE, entered into this 26<sup>th</sup> day of August, 1991, by and between First National Bank of Peoria as Trustee of Trust No. 77-6442-00-6, under Agreement dated January 26, 1989, (hereinafter referred to as "Lessor") and Thompson Food Basket, an Illinois corporation (hereinafter referred to as "Lessee");

**W I T N E S S E T H:**

WHEREAS, the parties executed a Memorandum of Lease, dated August 6, 1990, and recorded with the Recorder of Deeds in Peoria County, Illinois on August 16, 1990, as Document No. 90-18567; and

WHEREAS, the parties desire to execute this Amendment to Memorandum of Lease to reflect the execution of the Addendum to Lease dated May 29, 1991, ("Addendum") and the setting forth of the commencement date of the Shopping Center Lease dated January 27, 1989 ("Lease").

NOW, THEREFORE, for valuable consideration and in consideration of the terms and covenants herein contained, the Lessor and Lessee agree that the commencement date of the primary term of the Lease shall be at 12:01 o'clock A.M. on the 1st day of May, 1991.

The termination date of the primary term of the Lease shall be at 12:00 o'clock Midnight on the 30th day of April, 2011, provided, however, the Lessee has the option to extend the term of the Lease for six (6) additional terms of five (5) years each.

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 Amendment is to give notice of the existence of such Addendum, and it is understood and agreed this Amendment shall not change, modify or amend the aforesaid Lease in any other respect.


See Addendum attached hereto and made a part hereof.

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

LESSOR:

FIRST NATIONAL BANK OF PEORIA,  
as Trustee of Trust No. 77-6442-00-6  
under Agreement dated January 26, 1989

By:

  
Trust Officer

LESSEE:  
ATTEST:

THOMPSON FOOD BASKET, INC.  
An Illinois Corporation

[Signature]  
Asst. Secretary  
(SEAL)

By: [Signature]  
William T. Bishop, Vice President

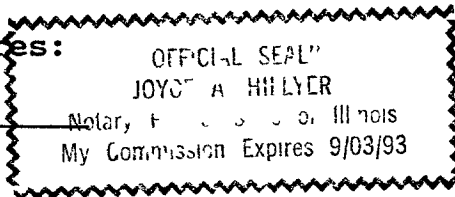
STATE OF ILLINOIS )  
COUNTY OF PEORIA )

On this 21st day of August, 1991, before me, a notary public in and for said county, personally appeared Rose Marie Langfels, to me personally known, who being by me duly sworn did say that he is the Trustee of First National Bank of Peoria, as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, and that said instrument was signed and sealed on behalf of the said Trust and the said Trust Officer acknowledged the execution of said instrument to be the voluntary act and deed of said Trustee by it voluntarily executed.

[Signature]  
Notary Public

My Commission Expires:

9-3-93  
(SEAL)



STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

On this 26th day of August, 1991, before me, a notary public in and for said county, personally appeared William T. Bishop, to me personally known, who being by me duly sworn did say that he is the Vice President of Thompson Food Basket, Inc., an Illinois Corporation, that the seal affixed to said instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said William T. Bishop acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

[Signature]  
Notary Public

My Commission Expires:

12895

## ADDENDUM

Trustee's Exculpation. It is expressly understood and agreed by the parties, anything herein to the contrary notwithstanding, that each of the representations, covenants and agreements made on the part of the Lessor, while in form purporting to be the representations, covenants and agreements of the Lessor, are, nevertheless, made and intended not as personal representations, covenants, undertakings and agreements by Lessor or for the purpose or with the intent of binding the Lessor personally, but are made for the purpose of binding the Trust Assets including the Shopping Center. Further, the Lease is executed and delivered by the Lessor not in its own right but solely in the exercise of the powers conferred upon it as Trustee; no duty shall rest upon the Lessor to sequester the trust estate or the rents, issues and profits therefrom, or the proceeds arising from any sale or other disposition thereof; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee on account of this Lease, or on account of the representations, covenants, undertakings or agreement of the Lessor in this Lease contained, either expressed or implied, all such personal liability of the Lessee, if any, being expressly waived and released by the Lessee and by all persons claiming by, through or under the Lessee.



FIRST AMENDMENT TO SHOPPING CENTER LEASE

THIS FIRST AMENDMENT TO SHOPPING CENTER LEASE, entered into this 28<sup>th</sup> day of JUNE, 1989, by and between First National Bank of Peoria, as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, hereinafter referred to as "Lessor", and THOMPSON FOOD BASKET, INC., an Illinois corporation, hereinafter referred to as "Lessee".

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into a certain Shopping Center Lease on January 27, 1989 (the "Lease"), pertaining to the lease of approximately 33,350 square feet of the to-be-constructed Campustown Shopping Center in Peoria, Illinois; and

WHEREAS, for reasons beyond the control of either of the parties, there have been delays in the commencement of construction of the Shopping Center; and

WHEREAS, the parties desire to extend the dates in the Lease for the commencement and completion of construction of the Shopping Center as herein set forth,

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby amend the Lease as follows:

1. The first sentence of Paragraph 5.1 of the Lease is hereby amended as follows:

The date for the beginning of construction of the Shopping Center shall be extended from July 17, 1989 to April 2, 1990, and the date for completing construction of the Shopping Center shall be extended from May 1, 1990 to ~~December 31~~, 1990.

2. Paragraph 6.2 of the Lease is hereby amended as follows:

- (a) The deadline date for the City's acquisition of title to the Shopping Center property and conveyance of the same to Lessor shall be extended from July 1, 1989 to March 15, 1990.

WTD  
AJ

- (b) The deadline date for Lessor's delivery of the ALTA commitment for Leasehold Title Insurance shall be extended from June 15, 1989 to March 1, 1990.
3. Except as expressly set forth herein, the Lease shall remain in full force and effect.
4. This instrument is executed by First National Bank of Peoria not personally, but as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, in the exercise of the power and authority conferred upon and vested in said Bank as such Trustee, and it is expressly understood and agreed by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any personal liability on the part of First National Bank of Peoria to pay any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery against said First National Bank of Peoria under this instrument shall be solely against and out of the property which is the estate of said Trust.

IN WITNESS WHEREOF, the Lessor and Lessee have executed and delivered this First Amendment to Shopping Center Lease on the date first above written.

LESSOR:

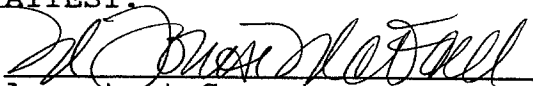
FIRST NATIONAL BANK OF PEORIA  
as Trustee of Trust No.  
77-6442-00-6 under Agreement  
dated January 26, 1989

By:   
Trustee ASST TRUST OFFICER

LESSEE:

THOMPSON FOOD BASKET, INC.  
An Illinois Corporation

ATTEST.

  
Assistant Secretary

[SEAL]

By:   
William T. Bishop, Vice  
President

## SECOND AMENDMENT TO SHOPPING CENTER LEASE

THIS SECOND AMENDMENT TO SHOPPING CENTER LEASE, entered into this 31st day of October, 1989, by and between First National Bank of Peoria, as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, hereinafter referred to as "Lessor", and THOMPSON FOOD BASKET, INC., an Illinois corporation, hereinafter referred to as "Lessee".

### W I T N E S S E T H.

WHEREAS, Lessor and Lessee entered into a certain Shopping Center Lease on January 27, 1989 (the "Lease"), pertaining to the leasing of certain Leased Space in the to-be-constructed Campustown Shopping Center in Peoria, Illinois, and

WHEREAS, the parties desire to increase the size of the Leased Space in the Shopping Center as herein set forth;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby amend the Lease as follows:

1. Paragraph 1.1 of the Lease shall be deleted in its entirety and superceded by the following paragraph.

"1.1 Leased Space. That certain retail store building space consisting of 35,477 square feet of floor space and an 875 square foot mezzanine, designated as "Supermarket" in the Shopping Center drawing attached hereto as Exhibit "A", which Shopping Center is now or is hereafter to be located on the Real Property."

- 2 Paragraphs 4.1.1 and 4.1.2 of the Lease shall be deleted in their entirety and superceded by the following Paragraphs:

"4.1.1 During the First and Second Lease Years, the sum of Two Hundred Fifty Seven Thousand Two Hundred Eight and 25/100 Dollars (\$257,208.25) per Lease Year payable at the rate of Twenty-One Thousand Four Hundred Thirty Four and 02/100 Dollars (\$21,434.02) per month in advance; and

4.1.2 During the remainder of the Initial Term and any Extended Term, the sum of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five and 20/100 Dollars (\$269,625.20) per Lease Year payable at the rate of Twenty Two Thousand Four Hundred Sixty Eight and 77/100 Dollars (\$22,468.77) per month in advance."

3. Paragraph 4.1.3(a) and (b) of the Lease is hereby amended to reflect that the calculation of space in the Leased Space for purposes of calculating the rental due under the Lease\*shall not include the 875 square foot mezzanine.  
\*or any pro-rata share of taxes, common area maintenance or insurance
4. Except as expressly set forth herein, the Lease shall remain in full force and effect.
4. This instrument is executed by First National Bank of Peoria not personally, but as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, in the exercise of the power and authority conferred upon and vested in said Bank as such Trustee, and it is expressly understood and agreed by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any personal liability on the part of First National Bank of Peoria to pay any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery against said First National Bank of Peoria under this instrument shall be solely against and out of the property which is the estate of said Trust.

IN WITNESS WHEREOF, the Lessor and Lessee have executed and delivered this Second Amendment to Shopping Center Lease on the date first above written.

LESSOR:

FIRST NATIONAL BANK OF PEORIA  
as Trustee of Trust No.  
77-6442-00-6 under Agreement  
dated January 26, 1989

By: Charlotte A. Mitchell  
Trustee

LESSEE:

THOMPSON FOOD BASKET, INC  
An Illinois Corporation

ATTEST:

[Signature]  
Assistant Secretary

By William T. Bishop  
William T. Bishop, Vice  
President

[SEAL]

### THIRD AMENDMENT TO SHOPPING CENTER LEASE

THIS THIRD AMENDMENT TO SHOPPING CENTER LEASE, entered into this 6th day of August, 1990, by and between First National Bank of Peoria, as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, hereinafter referred to as "Lessor", and THOMPSON FOOD BASKET, INC., an Illinois corporation, hereinafter referred to as "Lessee."

#### W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into a certain Shopping Center Lease on January 27, 1989 (the "Lease"), pertaining to the leasing of certain Leased Space in the to-be-constructed Campustown Shopping Center in Peoria, Illinois; and

WHEREAS, the parties desire to amend the Lease as herein set forth;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby amend the Lease as follows.

1. Paragraphs 4.1.1 and 4.1.2 shall be amended to provide that Annual Minimum Rental for the Leased Space during all of the Initial Term (including the First and Second Lease Years) and any Extended Term shall be the sum of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five and 20/100 Dollars (\$269,625.20) per Lease Year payable at the rate of Twenty Two Thousand Four Hundred Sixty Eight and 77/100 Dollars (\$22,468.77) per month in advance.
2. Paragraph 4.1.3 shall be amended to provide that, following delivery of possession of the Leased Space, Lessor's architect shall calculate and certify the exact square footage of the Leased Space and the rental due under the Lease at the rate of \$7.60 per square foot during all of the Lease Term (including the First and Second Lease Years).
3. The first sentence of paragraph 5.1 of the Lease is hereby amended as follows:  
  
The date for the beginning of construction of the Shopping Center shall be extended from April 2, 1990 to August 1, 1990, and the date for completing construction of the Shopping Center shall be extended from November 1, 1990 to July 1, 1991.
4. Paragraph 6.2 of the Lease is hereby amended as follows:

- (a) The deadline date for the City's conveyance of title to the Shopping Center property to Lessor (so that Lessor has good and marketable indefeasible title to the Leased Space) shall be extended from march 15, 1990 to August 20, 1990.
- (b) The deadline date for Lessor's delivery of the ALTA commitment for Leasehold Title Insurance shall be extended to August 20, 1990.
5. Except as expressly set forth herein, the Lease shall remain in full force and effect.
6. This instrument is executed by First National Bank of Peoria, not personally, but as Trustee of Trust No. 77-6442-00-6 under Agreement dated January 26, 1989, in the exercise of the power and authority conferred upon and vested in said Bank as such Trustee, and it is expressly understood and agreed by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any personal liability on the part of First National Bank of Peoria to pay any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery against said First National Bank of Peoria under this instrument shall be solely against and out of the property which is the estate of said Trust.

IN WITNESS WHEREOF, the Lessor and Lessee have executed and delivered this Third Amendment to Shopping Center Lease on the date first above written.

LESSOR:

FIRST NATIONAL BANK OF PEORIA  
as Trustee of Trust No.  
77-6442-00-6 under Agreement  
dated January 26, 1989

By: Christina A. Mitchell  
Trustee TRUST OFFICER

LESSEE:

THOMPSON FOOD BASKET, INC.  
an Illinois corporation

By: William T. Bishop  
William T. Bishop, Vice  
President

ATTEST:

[Signature]  
Assistant Secretary

[SEAL]

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, entered into this 29 day of March, 1991, by and between FIRST NATIONAL BANK OF PEORIA, as Trustee of Trust No 77-6442-00-6, under Agreement dated January 26, 1989, hereinafter referred to as "Lessor" and THOMPSON FOOD BASKET, INC, an Illinois 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 January 27, 1989, (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 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 primary term of the Lease shall be at 12 01 o'clock A M on the 1st day of May, 1991

2 TERMINATION The Termination Date of the primary term of the Lease shall be at 12 00 o'clock Midnight on the 30th day of April, 2011, provided, however, the Lessee has the option to extend the term of the Lease for six (6) additional term(s) of five (5) year(s)

3 EFFECT This Addendum to Lease is executed pursuant to the terms of Paragraph 3 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

FIRST NATIONAL BANK OF PEORIA,  
as Trustee of Trust No 77-6442-00-6  
under Agreement dated January 26, 1989

**EXCULPATION CLAUSE ATTACHED**

By [Signature]  
Trust Officer

LESSEE

THOMPSON FOOD BASKET, INC  
An Illinois Corporation

ATTEST

[Signature]  
Asst Secretary  
[SEAL]

By [Signature]  
William T Bishop, Vice-President

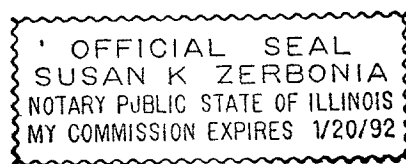
STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF                )

On this 16th day of May, 1991, before me, a notary public in and for said county, personally appeared Robert W. Swank, to me personally known, who being by me duly sworn did say that he is the Trustee of First National Bank of Peoria, as Trustee of Trust No 77-6442-00-6 under Agreement dated January 26, 1989, and that said instrument was signed and sealed on behalf of the said Trust and the said Robert W Swank acknowledged the execution of said instrument to be the voluntary act and deed of said Trust by it voluntarily executed

Susan K Zerbosia  
Notary Public

My Commission Expires

01/20/92 (SEAL)



STATE OF OKLAHOMA        )  
                                  ) ss  
COUNTY OF OKLAHOMA     )

On this 29 day of May, 1991, before me, a notary public in and for said county, personally appeared William T Bishop, to me personally known, who being by me duly sworn did say that he is Vice-President of THOMPSON FOOD BASKET, INC, that the seal affixed to said instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors and the said William T Bishop acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed

Karen E. Pruitt  
Notary Public

My Commission Expires

4-26-90 (SEAL)

1 \working m1m\campus add



All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and Part of Lot 10 in Block 1; all of Lots 6, 7, 8, 9, 10 and Part of Lot 1 in Block 2; all of Lots 4, 5, and Part of Lot 3 in Block 6, all of Lots 1, 2, 3, 4, 5, 6, 7, 8 and Part of Lots 9 and 10 in Block 5, Part of Lots 2, 3, and 4 of Rowcliffe Resurvey of Lots 6, 7, 8, 9 and 10 in Block 6, all in Underhill's and Bourland's Addition to the City of Peoria, also part of the adjacent streets and alleys to be vacated, more particularly bounded and described as follows:

Beginning at the northwest corner of Lot 6 in Block 1 of Underhill's and Bourland's Addition (also being the intersection of the southerly line of Main Street with the easterly line of North University Street); thence South 16 degrees (<sup>0</sup>), 36 minutes (<sup>'</sup>), 11 seconds (<sup>"</sup>) West (bearings assumed for descriptive purposes only), along the proposed right-of-way line of North University Street relocation, a distance of 52 17 feet to a point within the existing right-of-way of North University Street, thence South 00<sup>0</sup>-00'-04" East, continuing along the said proposed right-of-way line, a distance of 79 99 feet to a point of curvature, thence southeasterly, continuing along the said proposed right-of-way line on a tangential curve to the left having a radius of 310 00 feet, an arc distance of 374 20 feet to a point of tangency, thence South 69<sup>0</sup>-09'-43" East, continuing along the said proposed right-of-way line, a distance of 300 71 feet to a point of curvature, thence southeasterly, continuing along the said proposed right-of-way line on a tangential curve to the right having a radius of 445 00 feet, an arc distance of 181 52 feet to a point on the southerly line of St. James Street, thence South 89<sup>0</sup>-53'-06" East, along the southerly line of St. James Street, a distance of 74 22 feet to the westerly line of Bourland Street, thence North 00<sup>0</sup>-05'-13" West, along the westerly line of Bourland Street, and said line extended, a distance of 406 68 feet, thence North 89<sup>0</sup>-53'-33" West, along a line parallel with and 14 00 feet southerly of the northerly line of Lot 1 in Block 2 of Underhill's and Bourland's Addition, a distance of 157 35 feet to the centerline of the alley in said Block 2, thence North 00<sup>0</sup>-00'-03" East, along the centerline of said alley, a distance of 216 67 feet to the southerly line of Main Street extended, thence North 89<sup>0</sup>-59'-20" West, along the southerly line of Main Street and said line extended, a distance of 534.11 to the Point of Beginning, containing 6 859 acres, more or less, and situated in the City of Peoria, County of Peoria and State of Illinois.

EXHIBIT "A"

## EXCULPATORY CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and under the provisions of a Trust Agreement dated the 26th day of January, 1989, known as Trust No 77-6442-00-6, that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The First National Bank of Peoria, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

**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 January 19, 2007, document(s) were appended to Claim Number **9150** for the following reason(s):

- ☐ Stipulation/Order
- ☐ New Supporting Documents
- ☐ Change of Address
- ☒ Notice of Transfer per Docket No. 13293
- ☐ Other:

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

In re:	)	
	)	Chapter 11
Fleming Companies, Inc., <i>et al.</i> , <sup>1</sup>	)	Case No. 03-10945(MFW)
	)	
Debtors.	)	Jointly Administered
	)	

**NOTICE OF TRANSFER RE DOCKET 13293**

TO:       CAMPUSTOWN LLC  
          ATTN DAVID S JOSEPH  
          5001 N UNIVERSITY ST  
          PEORIA, IL 61614-4799

Pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, you are advised that there has been filed with the United States Bankruptcy Court for the District of Delaware, a Transfer to **LONGACRE MASTER FUND LTD** of your **Claim No. 9150** in the amount of **\$477,672.72**.

If you do not object to this Transfer on or before twenty (20) days from the date of the mailing of this Notice (*i.e.*, 10/3/2006), by filing a written objection with the Office of the Clerk, United States Bankruptcy Court, 824 Market Street, 5th Floor, Wilmington, Delaware 19801, and serving a copy of the objection on the Official Claims and Noticing Agent listed below, **LONGACRE MASTER FUND LTD** will be substituted in your place as the original claimant.

DATED: September 13, 2006

**THE BMC GROUP, INC. F/K/A BANKRUPTCY  
MANAGEMENT CORPORATION**  
1330 East Franklin Avenue  
El Segundo, California 90245-4306

Official Claims and Noticing Agent for the Clerk of  
the Court in the Fleming Companies, Inc., et al. Cases

<sup>1</sup> The Debtors are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favar Concepts, Ltd.; Fleming Foods Management Co., L.L.C.; Fleming Foods of Texas, L.P.; Fleming International, Ltd.; Fleming Supermarkets of Florida, Inc.; Fleming Transportation Service, Inc.; Food 4 Less Beverage Company, Inc.; Fuelserv, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; Minter-Weisman Co.; Piggly Wiggly Company; Progressive Realty, Inc.; Rainbow Food Group, Inc.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

**PROOF OF SERVICE**

I, Lisa Ruppaner, am over the age of eighteen years and not a party to the within action. I am employed by The BMC Group, Inc. f/k/a Bankruptcy Management Corporation, the Official Claims and Noticing Agent for the Clerk of the Court, whose business address is 1330 East Franklin Avenue, El Segundo, California 90245-4306. On September 13, 2006, I served a copy of the "Notice of Transfer re: Docket 13293" upon the following parties:

CAMPUSTOWN LLC  
ATTN DAVID S JOSEPH  
5001 N UNIVERSITY ST  
PEORIA, IL 61614-4799

LONGACRE MASTER FUND LTD  
ATTN VLADIMIR JELISAVCIC  
810 SEVENTH AVE, 22ND FL  
NEW YORK, NY 10019

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

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

DATED: September 13, 2006

/s/Lisa Ruppaner

LISA RUPPNER