

UNITED STATES BANKRUPTCY COURT  
D STRICT OF DELAWARE

## PROOF OF CLAIM

Name of Debtor  
FLEMING COMPANIES ET ALCase Number  
03 10945 (MFW)**NOTE** This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.Name of Creditor (The person or other entity to whom the debtor owes money or property)  
OKLAMOMA CITY ASSOCIATESName and Address where notices should be sent  
c/o Myron A. Bloom Esq. counsel for Claimant  
Hangley Aronchick Segal & Pudlin  
27<sup>th</sup> Floor One Logan Square  
Philadelphia PA 19103

Telephone Number (215) 568 6200

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☒ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ON

Account or other number by which credit identifies debtor

Check here if ☐ replaces  
this claim ☐ amends a previously filed claim dated \_\_\_\_\_**1 Basis for Claim**

- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☒ Other Claims under lease of nonresidential real property

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (fill out below)  
Your SS# \_\_\_\_\_  
Unpaid compensation for services performed  
from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

**2 Date debt was incurred**

See attached

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

\$4,122.29

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 \_\_\_\_\_ included in secured claim, if any \$ \_\_\_\_\_

**6 Unsecured Priority Claim**

- ☐ Check this box if you have an unsecured priority claim.  
Amount entitled to priority \$ \_\_\_\_\_  
Specify the priority of the claim.
- ☐ Wages, salaries, or commissions (up to \$4,650) \* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(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 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**7 Credits** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.**8 Supporting Documents** Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**9 Date-Stamped Copy** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ON

FILED

SEP 12 2003

BMC

Date

September 11, 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).

Myron A. Bloom Esq. Counsel for Oklahoma City Associates

*Myron A. Bloom*

Fleming Companies Claim



10528

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

Oklahoma City Associates

Southland Shopping Center  
Chickasha, OK

Fleming Companies  
Prepetition Claim

	CY 2003 Real Estate Taxes	CY 2003 Insurance	CY 2003 Flood Insurance
Actual Figure		22341 00	1504 00
Estimated Figure	21668 32 [1]		
Shopping Center SF	161956	161956	161956
Less Taco Bell	1980		
Billed SF	159976	161956	161956
Store Size	59142	59142	59142
ProRata Share	36 969295%	36 517326%	36 517326%
Share of Cost	8010 63	8158 34	549 22
Prepetition Portion	1975 22	2011 65	135 42
Total Prepetition Portion			4122 29

[1] Figure is based on amount for calendar year 2002. When calendar year 2003 amount is available in November, 2003, this figure will be revised.

Oklahoma City Associates  
283 Second Street Pike  
Suite 180  
Southampton, PA 18966  
(215) 364-7777  
(215) 364-7388 (Fax)

2/4/2003

Fleming Companies  
5701 North Shartel Avenue

Oklahoma City, OK 73118

Re Southland Shopping Center  
Chickasha, OK

2002 Real Estate Recovery

Shopping Center SF	161956
Less Taco Bell	<u>1980</u>
Billed SF	159976

Store Size	59142
ProRata Share	36 969295%

Actual 2002 Real Estate Taxes	21668 32
Admin Fee	0 00% 0 00
Base Year	
Base Year Amount	
Net	<u>21668 32</u>

Share	8010 63
Prior Billings	
Invoice Amount	<u>8010 63</u>

Please Remit to      Oklahoma City Associates  
                                 c/o Edward Iaquinto  
                                 7 Pony Run  
                                 Sewell, NJ 08080

Year 2002 Recovery Invoice  
Please Pay Promptly

OKLAHOMA CITY ASSOCIATES

MAKE CHECKS PAYABLE TO  
**SANDRA JOHNSON**  
 GRADY COUNTY TREASURER  
 P O BOX 280  
 CHICKASHA OKLAHOMA 73023-0280  
 TELEPHONE (405) 224-5337

TAX ROLL ITEM NUMBER	PARCEL NUMBER	TAX YEAR	TAX TYPE
008913	0000-33-07N-07W-4-034-00	2002	REAL ESTATE

GROSS ASSESSED VALUE	EXEMPTIONS	NET ASSESSED VALUE	SCHOOL DIST.	LEVY RATE
211522	0	211522	9001	102 44 MILLS

**PAYABLE UPON RECEIPT**

## LEGAL DESCRIPTION

33-07-07-20200  
 BG 40' N & 344' W OF SE/C  
 E/2 SE/4 SE/4 TH N 490' E  
 294' N 560' W 240' N 230'  
 W 370' S 1130' E 125' S

4 MILL	4 13	873 59
GEN SCHL	35 78	7568 26
BLDG SCHL	5 11	1080 88
SKG SCHL	25 45	5383 24
CO GEN	10 33	2185 01
CO HLTH	1 55	327 86
EMS	3 10	655 72
VOTEC GEN	10 31	2180 79
VOTEC BLD	5 15	1089 34
CITY SKG	1 53	323 63

12 49 Acres

SEE BACK FOR  
 IMPORTANT  
 INFORMATION

TOTAL DUE \$ 21668 32

RETAIN THIS PORTION FOR YOUR RECORDS OR WHEN PAYING IN PERSON BRING BOTH PORTIONS OF YOUR STATEMENT

DETACH AND MAIL THIS PORTION WITH YOUR PAYMENT OR BRING BOTH PORTIONS WHEN PAYING IN PERSON

PARCEL NUMBER	LEVY	SCHOOL DIST.	TAX YEAR	ITEM NUMBER
0000-33-07N-07W-4-034-00	102 440	9001	2002	008913

SANDRA JOHNSON  
 GRADY COUNTY TREASURER  
 P O BOX 280  
 CHICKASHA, OKLAHOMA 73023-0280

PAYMENT ENCLOSED

\$

DO NOT WRITE BELOW THIS LINE FOR OFFICE USE ONLY

DELINQUENT AMOUNT 0 00  
 NOT INCLUDED IN TOTAL DUE

ENTER ADDRESS CHANGE HERE

PLEASE DO NOT FOLD STAPLE OR PAPERCLIP DOCUMENTS

OKLAHOMA CITY ASSOCIATES  
 283 SECOND ST PIKE  
 STE 180  
 SOUTHAMPTON PA 18966-0000

TOTAL TAX 21668 32  
 HALF TAX \$10834 16

IMPORTANT: FAILURE OF ANY TAXPAYER TO RECEIVE A STATEMENT OR FAILURE OF THE TREASURER TO MAIL A STATEMENT SHALL NOT IN ANY WAY EXTEND THE DATE BY WHICH SUCH TAXES SHALL BE DUE AND PAYABLE OR RELIEVE THE PAYING OF INTEREST IF TAX BECOMES DELINQUENT. NOTICE: IF YOU DISPUTE ANY PORTION OF THIS STATEMENT, YOU MUST FILE A PETITION WITHIN 90 DAYS OF THE DATE OF THIS STATEMENT.

## RECEIPT OF 2002 TAXES GRADY COUNTY OKLAHOMA

PARCEL NUMBER	SCHOOL DISTRICT	RECEIPT NO
0000-33-07N-07W-4-034-00	204 CHICKASHA	008640
ACRES 12 49	CITY	DATE 12-11-2002
LEGAL DESCRIPTION	SEC TWP RGE	
	33 07N 07W	

33-07-07-20200	Tax Amount	21668 32	TAX PAID	\$21668 32
BG 40' N & 344 W OF SE/C	TAX Due		PENALTY	\$0 00
E/2 SE/4 SE/4 TH N 490' E			MAIL	\$0 00
294' N 560' W 240 N 230			LIEN	\$0 00
			ADV	\$0 00
RECEIPT OF	Total Paid	21668 32	MOWING	\$0 00
OKLAHOMA CITY ASSOCIATES	OTHER	21668 32	OTHER	\$0 00
283 SECOND ST PIKE	CASH		TOTAL PAID	21668 32
STE 180	Refund			
SOUTHAMPTON PA 18966-				

SANDRA JOHNSON TREASURER

PAID BY



May 2, 2003

Mr. Edward A. Iaquinto  
Brahm Properties, Inc.  
1535 Chestnut Street  
Suite 200  
Philadelphia, PA 19102

**RE: Southland Shopping Center  
Chickasha, OK**

Dear Ed:

Per your request, below is the insurance breakdown for the 2003 insurance year for the referenced property

<b>Property Insurance</b>	<b>\$11,602</b>
<b>Liability Insurance</b>	<b>9,214</b>
<b>Umbrella Insurance</b>	<b><u>1,525</u></b>
<b>Total</b>	<b>\$22,341</b>

All premiums due for this year have been paid. If you need any additional information, please call me.

Sincerely,

A handwritten signature in cursive script that reads "Norman Malter".

Norman Malter   
Senior Managing Director

NM/mmo

Prudential Securities COMMAND<sup>SM</sup> Account

OKLAHOMA CITY ASSOC  
EDWARD IAQUINTO  
283 2ND ST PIKE STE 180  
SOUTHAMPTON, PA 18966


725

25-80/440

12-27-02  
DATE

PAY TO Natural Flood Services \$ 1,504-  
THE ORDER OF

One thousand five hundred four DOLLARS

 Security features  
or included  
Details on back



Prudential

Bank

PAYABLE THROUGH BANK ONE COLUMBUS NA  
COLUMBUS OHIO 43271

1 2 3 4 5 6 7 8 9 0

CHECK ONE BOX

FOR Ref No 010930972002

Edward B. Lopez

MP

⑆044000804⑆ 4340003913199⑆0725

**HARTFORD FIRE INSURANCE COMPANY**

**FLOOD INSURANCE RENEWAL PREMIUM NOTICE**

**IMPORTANT: THIS CURRENT FLOOD INSURANCE POLICY WILL EXPIRE: 2/05/2003**

**PAYOR NAME & MAILING ADDRESS**

|||||

OKLAHOMA CITY ASSOCIATES  
283 2ND STREET PIKE STE 180  
SOUTHAMPTON, PA 18966-3869

**PRODUCER NAME & MAILING ADDRESS**

Producer# 01080-00000-000 00002  
**MESIROW INSURANCE SVCS**  
350 N CLARK ST  
CHICAGO, IL 60610 4712  
(312)595 6200

**INSURED NAME**

OKLAHOMA CITY ASSOCIATES

**LOCATION OF INSURED PROPERTY**

**RETAIL STORES**  
SOUTHLAND SHOPING CENTER  
FOURTH STRET & GRAND AVE  
CICKASHA, OK 73018 0000

If you are no longer responsible for the payment of this premium, please contact the producer or insured

	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
	BUILDING \$500,000  CONTENTS \$51,000	BUILDING \$1,000  CONTENTS \$1,000	1 \$1,489 00
1 Option 1 provides coverage at amounts of insurance currently in force			
	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
	BUILDING \$500,000  CONTENTS \$53,600	BUILDING \$1,000  CONTENTS \$1,000	2 \$1,504 00
2 Option 2 includes an increase in insurance to allow for increased property value			

FOR ANY QUESTIONS REGARDING DEDUCTIBLE OR COVERAGE AMOUNTS PLEASE CONTACT YOUR AGENT

MINIMUM DEDUCTIBLE AMOUNT AVAILABLE IS \$500

MAXIMUM INSURANCE AVAILABLE - BUILDING· \$500,000 CONTENTS· \$500,000

(Detach Here) PART A PAYOR COPY - RETAIN FOR YOUR RECORDS (Detach Here)

**RENEWAL EFFECTIVE DATE: 2/05/2003**

**MAIL PREMIUM BY: 1/29/2003**

**INSTRUCTIONS:**

- 1 If you have any questions or wish to change your coverage or deductible to other levels than shown above contact your agent/broker as shown on the top of the form
- 2 Please write your policy number on the check or credit card authorization
- 3 Detach and mail this portion of the renewal form with check or money order or credit card authorization to National Flood Services Checks should be made payable to National Flood Services
- 4 Mail to National Flood Services at the address shown on the reverse side of this form

**Select Coverage Option**

☐ 1 \$1,489.00  
☒ 2 \$1,504.00

PRODUCER # 01080-00000-000-00002  
POLICY # 010730972002

**INSURED NAME & MAILING ADDRESS**  
OKLAHOMA CITY ASSOCIATES  
283 2ND STREET PIKE STE 180  
SOUTHAMPTON PA 18966 3869

Key Commercial Mortgage  
Loan Servicing Department  
P O Box 13247  
Kansas City, MO 64199-3247

911 Main Street, Suite 1500  
Kansas City, MO 64105  
Toll Free 1-888-979-1200



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December 20, 2002

Oklahoma City Associates  
C/O Edward Iaquinto  
283 Second Street Pike, Ste 180  
Southampton, PA 18966-0000

Re Key Loan No 010007086  
Property Southland Shopping Ctr  
Flood Insurance No DXX80796515  
Expiration Date 3/1/2003

Dear Borrower

As you may know, the National Flood Insurance Program (NFIP) expires at midnight on December 31, 2002 because the 107th Congress failed to reauthorize it before its adjournment on November 22, 2002. **To avoid a default of your loan, it is imperative that you renew your flood coverage prior to December 31, 2002.**

NFIP will accept applications and premium payments for new and renewal policies through December 31, 2002, even for policies or changes that are to become effective at a later date. If Key escrows for your insurance, please forward the flood insurance premium bill to the undersigned, and Key will secure the required insurance with your funds.

We are hopeful that Congress will make this their first priority when they reconvene in January. Meanwhile, to avoid jeopardizing your flood insurance coverage and a default of your loan, your flood policy must be renewed with NFIP and payment received by NFIP by or before December 31, 2002.

Your attention to this matter is greatly appreciated. Please contact your insurance agent to secure coverage and obtain additional information regarding this issue.

Sincerely,

*Eustacia M Robinson*

Eustacia M Robinson  
Insurance Supervisor  
(816) 460-2168

cc MALTER TEAM

321 N CLARK STREET SUITE 1200  
CHICAGO IL 60610

Fax



SHOPPING CENTER LEASE

THIS LEASE, entered into this 25<sup>th</sup> day of December 1989, by and between OKLAHOMA CITY ASSOCIATES, a Pennsylvania limited partnership, hereinafter referred to as "Lessor", and SCRIVNER, INC., a Delaware 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 59,142 square feet located on the Real Property and designated as "New 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. That certain Real Property more particularly described on Exhibit "B" attached hereto.

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

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 August 1, 1990 (assuming the asbestos removal under Subparagraph 6.10.2 is completed within thirty (30) days from execution of this Lease and if not completed within thirty (30) days of execution said August 1, 1990 date shall be extended by the period beyond the initial thirty (30) days required to remove the asbestos) or the first day the Lessee makes its first retail sale in the Leased Space. Lessee agrees to provide a Certificate of Occupancy or the local equivalent thereof prior to the Commencement Date.

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 "C" attached hereto which shall be executed in the same manner as this Lease and shall be attached to this Lease as a part hereof.

3.2 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.

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 four (4) separate additional terms of five (5) years each ("Extended Terms"), each Extended Term to begin at the expiration of the preceding Initial Term or Extended Term, as the case may be, unless at least three (3) 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 of One Hundred Twenty-One Thousand Two Hundred Forty-One and 10/100 Dollars (\$121,241.10) per Lease Year payable at the rate of Ten Thousand One Hundred Three and 43/100 Dollars (\$10,103.43) per month in advance beginning on the Commencement Date and continuing thereafter on the first day of each calendar month for the Initial Term and any Extended Term of the Lease.

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 Fifteen Million Six Hundred Thousand and No/100 Dollars (\$15,600,000.00).

4.2.1 Gross Retail Sales. The term "Gross Retail Sales" shall mean the aggregate amount of the gross and total sales made by Lessee 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) the cost or value of any trading stamps, (c) 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, (d) returns of merchandise, (e) sales of beer, wine and alcoholic products, (f) sales of tobacco and tobacco products, (g) sale of lottery tickets, (h) sale of items for charitable purposes, and (i) 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. Any processing expense incurred by Lessee peculiar to credit card and charge card sales shall be deducted from sales in determining Gross Retail Sales.

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 determination is made. 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 one (1) year after the end of such Lease Year, provided if a discrepancy is discovered, Lessor shall have the right to inspect Lessee's records for an additional two (2) years prior to 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, however, such cost shall not exceed \$500.00

5. REPAIR AND REMODELING OF LEASED SPACE. Prior to the Commencement Date, the roof of the Leased Space shall be repaired in good working condition according to the bid attached as Exhibit "D" by Lessor at its expense. Lessee shall remodel the Leased Space, at its expense, or its assignee's or its sub-tenant's expense, which remodeling cost shall be no less than \$400,000.00 as evidenced by receipts provided by Lessee at Lessor's request, prior to grand opening, which remodeling shall be completed within six (6) months after delivery of the title policy required under Paragraph 6.2 hereof and removal of asbestos required under Subparagraph 6.10.2 ("Renovation Commencement Date"). Lessor agrees to pay Lessee \$200,000.00 in cash or certified funds to use in such remodeling on or before December 29, 1989 ("Lessor's Payment Date") and an additional \$200,000.00 on the date that falls after the period of time from Commencement Date equivalent to that period of time between Lessor's Payment Date and Commencement Date ("Final Payment Date"). Notwithstanding any other provision in this Lease to the contrary, Lessee further agrees to refund to the Lessor any payments under this provision in the event this Lease is terminated prior to the Commencement Date. Lessee shall have the right, in addition to any other remedies provided at law, to deduct any amount owing from the rent due in the event Lessor fails to pay said \$400,000.00. Upon completion of repairs and remodeling during the balance of this Lease, it shall be the responsibility of Lessor to keep the exterior of the Leased Space and the Shopping Center in good repair as provided in this Lease.

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 is zoned for the type of business operation contemplated by Lessee and such zoning is appropriate for the Shopping Center.

6.1.1 Flooding.

(1) Lessor agrees to undertake preventative flood measures at its expense (except for One Thousand Eight Hundred One and No/100 Dollars (\$1,801.00) to be paid by Lessee) as recommended by the engineer, Glen W. Smith, as shown on Exhibit "E", including flood proofing of the rear wall of the Shopping Center, cleanout of the

creek on the Real Property behind the Shopping Center but not upstream on the Real Property, and installation of removable flood doors on the rear of the Leased Space in accordance with the options chosen on Exhibit "E" including the \$1,400.00 estimated installation expense. Lessor understands that this Lease is specifically contingent upon proper installation of such preventative flood measures as shown on Exhibit "E". In the event Lessor does not complete such preventative flood measures ninety (90) days from the execution of this Lease, then Lessee shall have the option to cancel this Lease by written notice to Lessor and be released from all liability hereunder (Lessee shall have no other claim for damages under this provision) or Lessee may complete the preventative flood measures and deduct the cost from the rent due,

(ii) Lessee, its assignee or subtenant, agrees to use good faith efforts to carry Federal flood insurance coverage in the maximum amount and private flood insurance coverage in the maximum amount of remaining insurable value (whether under a blanket policy or not), for damage to its fixtures, equipment, inventory and loss of business including business interruption, if available. If said insurance is unavailable to Lessee's assignee or subtenant, Lessee agrees to use good faith efforts to obtain said insurance at its assignee's or subtenant's expense, if available. Lessee's, its assignee's or its subtenant's obligation to obtain the above coverage shall be limited to a maximum premium cost to Lessee of no more than \$4,000.00 per year. If either coverage is not available with the above premium, Lessee, its subtenant or assignee shall provide Lessor, upon Lessor's request, with a letter from a Oklahoma licensed insured agent certifying that coverage is not obtainable for the amount of premium available and shall include a list of insurance companies (minimum of five) to which the proposed insurance was submitted and their responses. Lessor may obtain additional flood insurance for Lessee's benefit at Lessor's sole expense,

(iii) If the Leased Space floods and the Lessee, its assignee or its subtenant suffers a loss resulting from the flood including losses to equipment, fixtures, inventory, loss of business and other business interruption costs, etc. in excess of \$100,000.00 after all insurance proceeds are applied, then Lessee shall have the right to terminate this Lease upon each occurrence within six (6) months from the date of each such loss. In determining such loss any portion of the loss resulting from the lack of insurance coverage because of a deductible provision shall, for the purpose of determining whether the \$100,000.00 limit has been exceeded, be deemed to be the lesser of \$50,000.00 or the actual amount of such loss resulting from the lack of insurance coverage by virtue of the deductible provision.

(iv) If Lessee's or its assignee's or subtenant's loss is due to its failure to put in place the above described flood doors, which shall be Lessee's sole obligation (provided the original installation of the flood doors has been completed), Lessee shall not have the right to terminate the Lease under this provision.

6.2 Quiet Enjoyment. The Lessor has good and marketable indefeasible fee simple title except as reflected in the Title Commitment

Policy No. 8911-0613 (the "Commitment") to the Real Property and Lessor, at its expense, has delivered to Lessee an ALTA Commitment No. 8911-0613 for Leasehold Title Insurance, in the amount of \$1,500,000.00 covering the Real Property, issued by Capitol Abstract and Title Company. Lessor shall comply with all requirements of the Commitment except Requirements (1), (5), (6) and (8) set forth in the Commitment to have a leasehold title policy issued to Lessee on or before the Lessor's Payment Date and shall have all exceptions to Lessor's title removed from such policy by Lessor's Payment Date except those set forth on Exhibit "F" attached hereto, the foregoing notwithstanding, Exceptions 16, 18, 19, 20 and 21 as reflected on Exhibit "F" shall be required to be removed if Lessor does not obtain properly executed Non-Disturbance Agreements in the form of Exhibit "J" attached hereto by Lessor's Payment Date. If such requirements are not met or such exceptions removed, then Lessee, at its option, may (i) terminate this Lease, with no liability to Lessor, by written notice to Lessor, or (ii) allow Lessor to cure such Defects within a reasonable time period satisfactory to Lessee. Lessor has full authority to execute this Lease and further warrants to the Lessee that it shall have, hold and enjoy the Leased Space and its rights hereunder during the term hereof. Lessor warrants and represents that the Leased Space is 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 Space, 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 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, except for an ice cream parlor or a restaurant serving prepared food for on-site consumption. In the event of any violation of the terms of this Subparagraph 6.3, 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.

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.

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. 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 per 1,000 feet of leasable space in the Shopping Center shall be as shown on Exhibit "A" hereto. Such minimum parking requirement shall be complied with in the event the Shopping Center is expanded onto adjoining property. No tenants, owners, occupants or other users of land adjoining the Real Property shall be granted a specified right of access to or from or across the Real Property or allowed (with Lessor using reasonable efforts to prohibit) 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 maintain existing utility lines and services to serve the Leased Space in good repair, 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.

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. Lessee agrees to make any such changes resulting from Lessee's supermarket operations or any other change in use (other than supermarket) by Lessee.

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, however after the failure by Lessor to pay taxes, for the reason that Lessor is unable to obtain required court approval after using best efforts, Lessee may pay any taxes and deduct the amounts from the payment of rent and Lessee, unless a tax foreclosure or sale action is commenced, shall not have the option to terminate the Lease for failure of Lessor to pay said taxes if it is unable to obtain required court approval, 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 as shown on Exhibit "A" and any changes thereto agreed to by both Lessee and Lessor. Provided, Lessee shall have the right to deduct one-half (1/2) of any and all such payments for a particular Lease Year made pursuant to this Paragraph from the Percentage Rental, if any, payable to Lessor for that particular Lease Year. 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 sixty (60) 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, except for taxes that Lessor is unable to pay because of required court approval which Lessor using its best efforts is unable to obtain.

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 until such dispute is resolved at which time any excess amount shall be refunded to Lessee. 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, and in such case the disputed charge will be paid under protest and adjusted whenever a final determination is made. At the conclusion of such contest, Lessee will pay the charge contested to the extent it is held valid, together with all attorney's fees, court costs, interest, penalties and other expenses relating thereto.

6.9 Survey. Lessor has provided, at its expense, a survey satisfactory to Lessee, showing a metes and bounds legal description of the Real Property, the location of any easements or encroachments or flood plains, if any.

#### 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 addressed to the Landlord by Stover & Bently, Inc., dated November 19, 1989 (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 have been or shall be

installed, used, incorporated into or disposed of on or under the Leased Space. Lessor further represents and warrants that asbestos or asbestos containing materials as designated by Lessee under the estimate of costs attached hereto as Exhibit "G" for such removal shall be removed thirty (30) days from execution of the Lease. Lessee agrees to contribute up to \$20,000.00 for the asbestos removal identified on Exhibit "G". 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 such asbestos by Lessor. In the event Lessor does not complete such removal thirty (30) days from execution of the Lease, then Lessee shall have the option to cancel this Lease by written notice to Lessor, and be released from any liability hereunder or remove the asbestos and deduct the cost thereof from the rent due. Lessee shall have no other claim for damages under this provision. 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, and therefore, in addition to any other remedies set forth herein, in the event any representation or warranty made by Lessor in this Subparagraph 6.10.2 is false, misleading or erroneous in any material aspect, then Lessee shall have the option of declaring this Lease void ab initio provided this shall not be construed to require Lessor to refund any rental previously paid under this Lease.

7. MAINTENANCE RESPONSIBILITY. Lessor and 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, except for damage intentionally caused by Lessee or its employees which Lessor's insurance does not insure.

7.1 Maintenance by Lessor. Lessor, at its sole cost and expense and without charging Lessee any direct or indirect management fees or charges of any nature whatsoever, shall keep in repair, all the exterior of the Leased Space and the Shopping Center, specifically including, but not limited to, the roof, foundation, downspouts, gutters, sidewalks, walls and shall be responsible for all interior and exterior repairs of a structural nature or arising out of structural defect, of which exterior plastered surfaces shall be considered a part. Lessor shall be responsible for the following Common Area Maintenance. keeping the parking area repaired, 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. Lessor shall keep the parking lot lights and other common facility lights on each day from dusk until at least one (1) hour after Lessee closes business each day (or continuously if Lessee is open for business 24 hours a day), but this shall not be construed as giving Lessor the right to govern Lessee's business hours. The Lessee shall pay to the Lessor the sum of Eight Thousand Eight Hundred Seventy-One and 30/100 Dollars (\$8,871.30) annually



to compensate for Lessee's share of Common Area Maintenance, payable monthly.

7.2 Maintenance by Lessee. Lessee, at its cost, shall keep the interior of the Leased Space in repair, including exposed plumbing, heating and air conditioning units (if separate units exist for the Leased Space), plate glass of outside windows and doors of 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 the privilege to redecorate and remodel 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.

7.4 Lessor's Failure to Make Repairs. Lessee may make any 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 in the case of emergency repairs, "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.

8. ADVERTISING SIGNS. Immediately after execution of this Lease, Lessee may erect, at its expense, a sign on the Real Property announcing the future opening of Lessee's store. Such sign shall be placed in a conspicuous place on the Real Property acceptable to Lessee and shall be constructed pursuant to Lessee's specifications and satisfaction. 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.

8.2 Shopping Center Sign. 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 and lighted during the evening hours of Lessee's operation, at the sole cost and expense of the Lessor, during the Initial Term and each Extended Term of this Lease. 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. Lessor and 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 immediate 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), loss of Lessee's business and moving expense.

9.2 Eminent Domain Affecting Shopping Center. In the event ten percent (10%) or more of the Shopping Center or fifteen percent (15%) 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, Lessor shall give Lessee immediate written notice thereof and Lessee shall have the option to cancel this Lease and declare the same null and void effective thirty (30) days after such notice. This Paragraph does not relieve Lessor from complying with the minimum parking requirement in Subparagraph 6.5 hereof.

9.3 Destruction of Leased Space. In the event the Leased Space should be partially destroyed (less than twenty percent [20%]) 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 thirty (30) 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 such casualty. In the event the Leased Space should be substantially (twenty percent [20%] or more) destroyed 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 thirty (30) days of such notice from Lessee, commence to build or replace the same as aforesaid, which rebuilding and replacement shall be completed within six (6) months following such substantial destruction, 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 Lessor should fail to begin restoration within two (2) months after the date of such destruction, or fail to have same fully repaired or rebuilt to the condition existing before such damage within eight (8) months from the date of such destruction, Lessor shall be in default, and Lessee shall have the right, so long as this default shall continue, to discontinue the payment of Minimum Rental. At any time after Minimum Rental shall have been discontinued for sixty (60) 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 3/4 of the Lease Term. Anything herein contained to the contrary notwithstanding, if any such damage, loss or destruction as described in Subparagraphs 9.3 and 9.4 shall take place after 3/4 of the Initial Term or 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.

## 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, and flood insurance in the amount of \$2,500,000.00 currently held under Lessor's policy on the Shopping Center, whether under separate or combined policies written by a financially responsible insurer duly authorized to do business in the State of Oklahoma, 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, as shown on Exhibit "A" and any changes thereto agreed to by both Lessor and Lessee, and Lessee shall have the right to deduct one-half (1/2) of any and all such payments for a particular Lease Year made pursuant to this Paragraph from Percentage Rental, for that particular Lease Year, if any, payable to Lessor. Any obligation of Lessor to provide insurance under this Paragraph may be satisfied by blanket coverage. If the Lessor is unable to maintain after using good faith efforts the flood insurance amount of \$2,500,000.00 required above, it shall replace said insurance in the maximum amount reasonably obtainable for an annual premium up to \$4,000.00 from any insurer (including Federal Flood Insurance) up to \$2,500,000.00. 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 sixty (60) 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 (1) 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 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 to deduct the cost thereof less Lessee's proportionate cost from any rental or other sums payable under this Lease, and the amount thereof shall be payable to the Lessee on demand with lawful interest thereon.

10.1.3 Notice From Insurance Company. The insurance company will agree that the Lessor and Lessee will be given ten (10) days advance written notice of any cancellation or reduction of insurance under such policy and that copies of all endorsements and notices issued after the date of such policy will be forwarded to 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 Oklahoma. 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. 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. Regardless of any assignment or subletting by Lessee, Lessor shall not change, modify or amend this Lease without the prior written consent of Lessee. No assignment or sublease shall release 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. In the event Lessee discontinues its operations in the Leased Space, no Percentage Rental will be due from Lessee or from any assignee or sublessee of Lessee to Lessor during the period of such discontinuance.

(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 or its assignee or its subtenant discontinues its operations in the Leased Space for a period of six (6) continuous months (or has not recommenced operations for six (6) continuous months after Lessee has regained control of the Leased Space from any assignee or sublessee), then Lessor shall have the right to terminate this Lease during the ninety (90) day period immediately following said six (6) months of discontinuance of operations after Lessee notifies Lessor of said six (6) months of discontinuance of operations. If Lessor does not terminate this Lease during said ninety (90) day 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. 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. Lessor shall carry, at its expense, public liability insurance on the Shopping Center under its blanket policy 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, as shown on Exhibit "A" and any changes thereto agreed to by both Lessor and Lessee, and Lessee shall have the right to deduct one-half (1/2) of any and all such payments for a particular Lease Year made pursuant to this Paragraph from Percentage Rental, for that particular Lease Year, if any, payable to Lessor. 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 sixty (60) 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 (1) 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 defend and 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, and Lessee shall have all such policies of insurance name Lessor as an additional insured.

### 13. DEFAULT.

13.1 Lessee's Default. 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 Real Property 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 sixty (60) 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 Real Property 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.

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 not require sixty (60) days written notice), 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.

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, fire, the elements, civil riot, war or other unavoidable casualty, loss or damage, regardless of the cause.

15. HOLDING OVER. In the event the Lessee should remain in possession of the Leased Space after expiration of this Lease, without the ex-

cution of a new Lease, Lessee shall be deemed to be occupying the Leased Space as a tenant from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. Lessee agrees to pay one hundred seventy-five percent (175%) of the annual Minimum Rental for the term of the holding over period.

16. REMOVALS BY LESSEE. Lessee shall have the right at any time prior to or upon termination or expiration of this Lease to remove any and all of its merchandise, machinery, equipment, counters, shelving, light fixtures, signs and 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. 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 rights or liens, to remove the same as if no rental were then due. Lessor hereby waives all claims, rights, including without limitation security interests 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, or (iii) personally delivered to the address hereinafter identified. Except as herein otherwise specifically provided to the contrary, the effective date of such notice or exercise of any option shall be the date which is stamped by the United States Post Office Department on the envelope enclosing same, the date of the telegram or the date on which personal delivery is made. The parties hereto shall not refuse to accept delivery of said notices.

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

LESSOR

Oklahoma City Associates  
c/o First Realty Reserve, Inc.  
8 West 40th Street, 10th Floor  
New York, New York 10018  
Attn Mr. Frank Hagan

COPY TO

Stephen M. Foxman, Esq.  
Hangley Connolly Epstein Chicco Foxman  
& Ewing  
1515 Market Street  
Philadelphia, Pennsylvania 19102

COPY TO

Oklahoma City Associates  
c/o First Realty Reserve, Inc.  
10235 West Little York, Suite 421  
Houston, Texas 77040  
Attn Mr. Stacey Speier

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

Oklahoma City Associates  
c/o First Realty Reserve, Inc.  
10235 West Little York, Suite 421  
Houston, Texas 77040  
Attn: Mr. Stacey Speier

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.

19. MEMORANDUM OF LEASE. Lessor agrees that it will not record this Lease, but will at any time, at the request of Lessee, execute a Memorandum of Lease, in the form of Exhibit "H" attached hereto, which will set forth a legal description of the Real Property, the term of the Lease and any other provisions hereof as Lessee may request, and Lessee may, at its 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. Lessee agrees that it will obtain execution of a Subordination and Non-Disturbance Agreement in the form of Exhibit "I" attached hereto which will subordinate Lessee's interest hereunder to the interest of any mortgagee holding a mortgage lien on the Shopping Center, if the mortgagee requires such a subordination, provided, however, such subordination shall be subject to the non-disturbance provisions contained therein. Prior to or within ten (10) days of the execution of this Lease, Lessor shall provide to Lessee a fully executed Non-Disturbance Agreement from each existing mortgagee of the Shopping Center, which Non-Disturbance Agreement shall be in the form of Exhibit "J" 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 contained in this Lease 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. Lessee may use the Leased Space for any lawful purpose.

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

21.8 Estoppel Certificates. At any time and from time to time but within thirty (30) days after written request by Lessor or Lessee, the non-requesting party will execute, acknowledge and deliver to requesting party a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification, (b) the date, if any, to which rent and other sums payable under this Lease have been paid, (c) that no notice has been received by Lessor or Lessee of any default which has not been cured, except as to defaults specified in the certificate, and (d) such other matters as may be reasonably requested by the requesting party. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Shopping Center or any part of the Shopping Center.

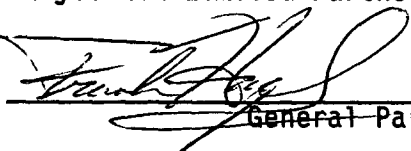
21.9 Bankruptcy. This Lease is contingent upon Lessor obtaining approval in United States Bankruptcy Court of all of the Lease terms by December 22, 1989.

21.10 Termination Agreement. This Lease is contingent upon execution of the Termination Agreement, hereto attached as Exhibit "K" on or before the execution date of this Lease.

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

LESSOR:

OKLAHOMA CITY ASSOCIATES  
A Pennsylvania Limited Partnership

By:   
General Partner

LESSEE:

ATTEST:

SCRIVNER, INC.  
A Delaware Corporation

By:   
William T. Bishop, President

  
Asst. Secretary  
[SEAL]

KEP(D29)OCA.SCL1

EXHIBIT LIST

- Exhibit "A" - Site Plan
- Exhibit "B" - Legal Description
- Exhibit "C" - Addendum to Lease
- Exhibit "D" - Roof Bid
- Exhibit "E" - Flood Recommendations
- Exhibit "F" - Exceptions to Title
- Exhibit "G" - Asbestos Removal Bid
- Exhibit "H" - Memorandum of Lease
- Exhibit "I" - Subordination and Non-Disturbance Agreement
- Exhibit "J" - Non-Disturbance Agreement
- Exhibit "K" - Termination of Lease Agreement

Site Plan

North Arrow

Scale: 1" = 100'

Legend:

- Building Footprint
- Parking Area
- Access Road
- Driveway
- Property Line
- Street
- Waterway
- Utility
- Other

NEW ORLEANS CONVENTION CENTER

PARKING AREA

PULASKI STREET

CANAL STREET

BAYOU STREET

[illegible]

TOTAL SPORE COUNTS  
GIVE-WEIGHT  
% SPORULANT/TOTAL

10+200 SF  
PAGES 89  
END

~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED~~

UNCLASSIFIED//FOR OFFICIAL USE ONLY


Age Group	Percentage of Respondents
18-29	65%
30-49	70%
50-69	78%
70+	85%

[illegible]

H. V. H. et al.

..A.. 119

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A part of the East Half (E/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, described as follows.

BEGINNING at a point 40 feet North and 344 feet West of the Southeast corner of said Section and run thence North 490 feet; thence East 294 feet, thence North 560 feet; thence West 240 feet; thence North 230 feet, thence West 370 feet; thence South 1,130 feet, thence East 125 feet; thence South 150 feet; thence East 191 feet to the point of beginning

-

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between OKLAHOMA CITY ASSOCIATES, a Pennsylvania Limited Partnership, hereinafter referred to as "Lessor" and SCRIVNER, INC., a Delaware 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 \_\_\_\_\_, 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 A.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

2. TERMINATION. The Termination Date of the primary term of the Lease shall be at 12 00 P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, provided, however, the Lessee has the option to extend the term of the Lease for four (4) additional terms of five years.

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

OKLAHOMA CITY ASSOCIATES  
A Pennsylvania Limited Partnership

By \_\_\_\_\_  
General Partner

LESSEE:

SCRIVNER, INC.  
A Delaware Corporation

ATTEST

\_\_\_\_\_  
Asst. Secretary  
[SEAL]

By \_\_\_\_\_  
William T. Bishop, President

STATE OF                    )  
                              ) ss.  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is General Partner of Oklahoma City Associates, and that said instrument was signed and sealed on behalf of the said Limited Partnership and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Partnership by it voluntarily executed.

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_ (SEAL)

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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 President of Scrivner, 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.

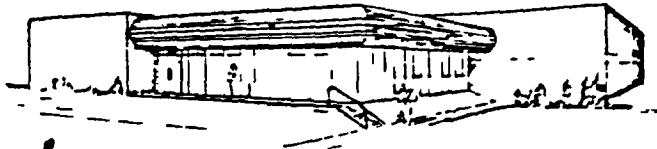
\_\_\_\_\_  
Notary Public

My Commission Expires.

\_\_\_\_\_ (SEAL)



EXHIBIT "D"



# Southwestern ROOFING & METAL, INC.

4300 NORTH SANTA FE • PHONE (405) 525 7491 • OKLAHOMA CITY OKLAHOMA 73118

Subject Repairs Location 4th & Grand-Chickasha, OK  
Address Old Walmart Building

I propose and agree to furnish all the necessary labor and material to install, as described herein the following

1. Cut blisters and repair
2. Remove old flashing and install new flashing (northeast corner).
3. Sweep roof.
4. Top mop roof with asphalt
5. Replace downspouts that are missing

Base Bid \$24,275 00

TERMS Payments to be made on estimates according to specifications or work in place to be paid by the tenth of each month and the balance of contract price with extras upon completion

- I Where we are to furnish maintenance guarantee or surety bond, it is agreed that our regular forms will be acceptable
  - II All facts are covered in this proposal and no verbal agreement shall be recognized
  - III This proposal is subject to cancellation by us within 30 days unless it is accepted before that date and approved by our office
  - IV We are not responsible for damage caused by wind, hail, tornado, rising water floods riots insurrections or acts of God
- Your acceptance of this proposal will constitute a contract Please sign and return one copy

Acceptance of above proposal

Date \_\_\_\_\_

Name \_\_\_\_\_

Company \_\_\_\_\_

Date September 15, 1989

By Danney C. Lidia

Danney C. Lidia  
SOUTHWESTERN ROOFING & METAL INC

**S**  
**R**

**SMITH-ROBERTS and ASSOCIATES, INC.**

ENGINEERS

SURVEYORS

PLANNERS

3140 West Britton Road • Suite 4C • Oklahoma City OK 73120 • (405) 755-7094 • FAX (405) 755-7126

December 8, 1989

DEC 11 1989

Mr. Stacey Speler  
First Realty Reserve  
10235 West Little York  
Suite 421  
Houston, Texas 77040

RE: Southland Shopping Center  
Chickasha, Oklahoma

Dear Sir:

Pursuant to the request of Mr. Terryl Zerby of Coldwell Banker, and in conjunction with the current leasing negotiations involving the Scrivner organization of the former Wal-Mart space in the above referenced shopping center, we have performed various reviews of the flooding situation of same.

Mr. Zerby has provided us with copies of the site plan and building documents, plus elevation information performed by Howle Engineering. We have also visited the site and reviewed the condition of the channel at the rear of the site. We have not performed any detailed studies of the channel or the drainage basin up or down stream of the site.

Mr. Zerby has related to us his conversations with persons knowledgeable of the prior flooding occurrences of this project and from that information it appears that the flood waters are entering the store space along the rear of the facility. We have also had discussions with various people with knowledge of this situation, such as the former city manager and mayor, as well as the city's consulting engineer, which conform with this information.

Based upon the foregoing we would make the following observations and recommendations.

The channel which lies along the western boundary and parallels the rear face of the building has an upstream drainage basin in excess of 1500 acres. The existing channel is undersized for the flows that may be expected from a basin of this size. This channel is occluded with vegetative growth and debris which restricts its ability to flow efficiently. It is recommended that this channel, as best as possible, be trimmed of small growth and the debris

EXHIBIT "E" - continued

Mr. Stacey Speier  
December 8, 1989  
Page 2

removed at least within the project limits. If possible, it would also be helpful to clean the channel up and down stream approximately 400 feet. This cleaning of the channel would help to keep the flow in the channel and out of the parking and drive areas, but in no way will it eliminate flooding from the type of rainfall events which caused previous flooding.

The other situation which exists relative to this channel is that the channel is attempting to make a bend immediately southwest of the southwest corner of the former Wal-Mart space. If the drainage cannot make this bend, its direct course takes it to the dock area, which from information received, is the entry point of previous flooding.

Based on previous experience, we feel to depend on the channel to be maintained on a regular basis would not be prudent. We would therefore recommend that additional measures be taken to prevent the possibility of flooding.

There are three doorways along the rear of the building. One doorway is approximately 4 feet in width. The other two doorways being loading areas, one being a roll-up type, the other a double swing door. It is recommended these doorways be floodproofed using a removable panel which can be inserted during periods of potential flooding.

A product that is available which can be used in retrofit situations is manufactured by The Presray Corporation of Pawling, New York. If you have access to a Sweets Catalog there is information about this product at 08316/PRA in Book 8-Doors and Windows. I have included a copy of the brochure of this product for your review.

I have also met with Mr. Jerry McKinney, Sales Engineer for Presray, and have included a copy of a proposal with various alternatives for each doorway involved. These prices do not include installation and it is estimated that 350 dollars per installation would suffice.

This product will necessitate manual placement of the panels at times of potential flooding, therefore someone will need to be assigned the responsibility of monitoring this occurrence.

It is also recommended that the rear wall be waterproofed to a height of 4.5 feet. It is estimated that this cost will be in the neighborhood of five thousand dollars.

I feel that these recommendations are a reasonable approach to the situation and will provide a comfort factor acceptable to all Mr.

EXHIBIT "E" - continued

Stacey Speier  
December 8, 1989  
Page 3

parties. The institution of these recommendations should not be construed as a guarantee that there will be no future flooding of these facilities, but only that the chance of flooding will be substantially reduced. These recommendations are made in an effort to prevent flooding from any similar storm that has been experienced in the past five years.

I will be available to answer any questions you may have.

Respectfully,



Glen W. Smith, P.E., L.S.

GWS/amb

cc: Louise McFall

# PRESRAY

EXHIBIT "E" - continued

150 CHARLES COLMAN BLVD  
PAWLING, NY 12564-1193

(914) 855 1220  
TELEFAX (914) 855-1130  
TELEX 646720 PAWL RUBR

December 7, 1989

Smith Roberts  
Oklahoma City, OK

Attention: Glen Smith

Telefax: (405) 755-7126

Reference: Southland Shopping Center  
Presray Proposal 19691

Dear Mr. Smith:

With reference to your recent inquiry, the Presray Corporation is pleased to quote as follows:

<u>Item #</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>
1	1	PLFB 22 flood barrier, 11' wide x 4' high. Weight: 410 lbs.	\$7,510.00
<u>Alternate</u>	1	PLFB 22 flood barrier, 11' wide x 4.5' high. Weight: 455 lbs.	8,280.00*
If a swinging type gate is desired then we offer:			
	1	PLFB 44 flood barrier, 11' wide x 4' high.	10,160.00
<u>Alternate</u>	1	PLFB 44 flood barrier, 11' wide x 4.5' high.	10,930.00
2	1	PLFB 22 flood barrier, 7'2" wide x 4' high. Weight: 278 lbs.	5,364.00
<u>Alternate</u>	1	PLFB 22 flood barrier, 7'2" wide x 4.5' high. Weight: 308 lbs.	5,864.00*
3	1	PLFB 11 flood barrier, 3'10" wide x 4' high. Weight: 162 lbs.	3,497.00
<u>Alternate</u>	1	PLFB 11 flood barrier, 3'10" wide x 4.5' high. Weight: 183 lbs.	3,765.00*

Mr. Smith

December 7, 1989

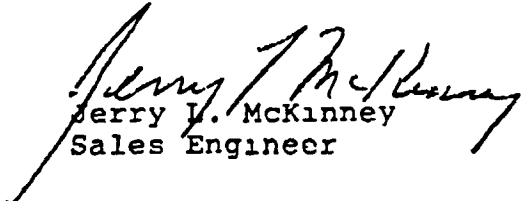
<u>Item #</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>
4	1	PLFB 11 flood barrier, 3'9" wide x 4' high. Weight: 160 lbs.	3,450.00
<u>Alternate</u>	1	PLFB 11 flood barrier, 3'9" wide x 4.5' high. Weight: 180 lbs.	3,713.00*

Note: All face mount on outside of building. They are  
sized so they will not interfere with door swing.  
Delivery: If ordered by week of December 11, 1989 we will  
attempt to delivery by February 13th.

Thank you for your interest in Presray. We look forward to  
working with you on this application.

Sincerely,

PRESRAY

  
Jerry L. McKinney  
Sales Engineer

JLM:val

*Pres ray  
(713) 261-0972*

\*Lessor and Lessee agree to select these options



EXHIBIT "F"

ACCEPTABLE EXCEPTIONS TO TITLE

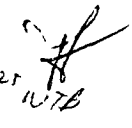
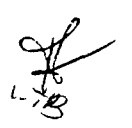
3. Easements, or claims of easements, not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Ad valorem taxes for 1990, and subsequent years, amounts of which are not ascertainable, due or payable.
7. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from insured premises, and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals.
8. Right-of-Way Agreement in favor of Chickasha Gas & Electric Company, filed for record November 23, 1921 at 1:45 P.M., records of Grady County, Oklahoma, provided such Right-of-Way Agreement is limited to an area not further than 15 feet from the existing public highway *or otherwise does not interfere with the use of the Real Property as a shopping center* 
9. Easement for Right-of-Way in favor of the public, recorded in Book 187, Page 363.
10. Right-of-Way Agreement in favor of the City of Chickasha, recorded in Book 606 at Page 217.
11. Easement for highway purposes in favor of the State of Oklahoma, as contained in Report for Commissioners, District Court Case No. 25279, recorded in Book 638, Page 750.
12. Right-of-Way Grant - Pipeline in favor of Consolidated Gas Utilities Corporation, recorded in Book 648, Page 96, provided such Right-of-Way Agreement is limited to an area not further than 15 feet from the existing public highway *or otherwise does not interfere with the use of the Real Property as a shopping center.* 
13. Easement for public road as recorded in Book 695, Page 465.
14. A non-exclusive ingress and egress access easement contained in Warranty Deed recorded in Book 930, Page 393.
15. Stipulation executed by Ollie E. Moyer, which allows for unlimited access, as recorded in Book 1016, Page 571.
16. Mortgage dated February 15, 1980, executed by Transol U.S.A., Inc. in favor of Sooner Federal Savings and Loan Association, filed for record February 21, 1980, in Book 1181, Page 61, First Amended and Supplemental Mortgage dated December 31, 1984, executed by Hillcrest Investments, Ltd., to Sooner Federal Savings and Loan Association filed for record January 4, 1985, in Book 1486, Page 271.

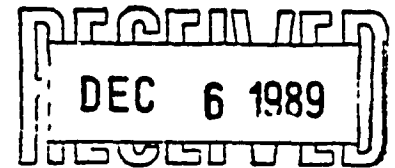


EXHIBIT "F" - continued

17. Assignment of Leases by Transol U.S.A., Inc. assignor, to Sooner Federal Savings and Loan Association, assignee, filed for record February 21, 1980, in Book 1181, Page 66, amended and supplemented by instrument dated December 31, 1984, executed by Hillcrest Investment, Ltd., to Sooner Federal Savings and Loan Association, filed for record January 4, 1985, in Book 1486, Page 271, provided that any consents necessary for termination of that certain Lease, dated July 31, 1974 by and between Scrivner-Boogaart and Moyer Enterprises have been obtained.
18. Financing Statement showing Hillcrest Investments, Ltd., as debtor, and Sooner Federal Savings and Loan Association, as secured party, filed for record January 4, 1985, in Book 1486, Page 268.
19. Wraparound Mortgage and Security Agreement dated December 28, 1984, between Sunbelt Property Group, Inc., a Delaware corporation, borrower, and Hillcrest Investments, Ltd., a Canadian corporation, lender, filed for record January 4, 1985, in Book 1486, Page 285; Amendment to Wraparound Mortgage and Security Agreement by and between Sunbelt Property Group, Inc., a Delaware corporation, and Hillcrest Investments, Ltd., a Canadian corporation, recorded January 23, 1986, in Book 1653, Page 313, assigned to Lilandro Holdings, P.V., a Netherlands corporation, by Assignment recorded August 15, 1989, in Book 2107, Page 210.
20. Wraparound Mortgage and Security Agreement dated December 28, 1984, between Oklahoma City Associates, a Pennsylvania limited partnership, borrower, and Sunbelt Property Group, Inc., a Delaware corporation, lender, filed for record January 4, 1985, in Book 1487, Page 8; assigned to Royal Bank of Pennsylvania, a Pennsylvania banking corporation, by Assignment recorded May 15, 1985, in Book 1548, Page 13, and corrected Assignment recorded June 28, 1985, in Book 1567, Page 252.
21. Leasehold Mortgage, Assignment of Rents and Security Agreement dated June 1, 1988, by Revco Discount Drug Centers, Inc., a Michigan corporation, mortgagor, to IBJ Schroder Bank & Trust Company, a New York banking corporation, and George R. Sievers, mortgagee, recorded August 5, 1988, in Book 1982, Page 316.
22. FBK 89-2202, in which one Oklahoma City Associates filed voluntary petition in Bankruptcy 4-10-89. Motion to Abandon Abstracted Property filed. Objection to Motion filed. Case pending.

Those "Standard Exceptions For Owner's Policy" set forth in the Commitment.

EXHIBIT "G"



P O Box 300 • Tuttle, OK 73089 • 405-381-3821 • FAX 405-381-4276

December 4, 1989

*David Parker*

Mr Ken Johnson  
Scrivner  
P O Box 26030  
Okla City OK 73126

RE Bid Proposal Floor Tile Asbestos Removal Lightner's Discount Foods

Dear Ken,

Thank you for the opportunity to bid on your asbestos abatement project. The following is our quote for the above referenced project.

10,308 S F. VA Tile	\$27,500.00
Misc. Clean Up of Transite Material in Foyer	<u>500.00</u>

TOTAL BID	\$28,000.00
-----------	-------------

Work is to be performed in strict accordance with all applicable State and Federal regulations pertaining to the removal and disposal of VA floor tile.

Should you have any questions or require further information, please contact me.

Sincerely,

PICO, INC.

A handwritten signature in cursive script that reads "Joe Judkins".

Joe Judkins,  
President

JJ/jr

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into this 21st day of December, 1989, by and between OKLAHOMA CITY ASSOCIATES, a Pennsylvania Limited Partnership (hereinafter referred to as "Lessor") and SCRIVNER, INC., a Delaware corporation (hereinafter referred to as "Lessee");

W I T N E S S E T H

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

The Leased Space will be leased for a term of twenty (20) years, commencing on the earlier of (i) August 1, 1990 (assuming the asbestos removal under Subparagraph 6.10.2 of the Lease is completed within thirty (30) days from execution of the Lease and if not completed within thirty (30) days of execution said August 1, 1990 date shall be extended by the period beyond the initial thirty (30) days required to remove the asbestos), 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 four (4) additional terms of five (5) years each, with each extended term beginning at the expiration of the preceding term, as provided under the terms and conditions of a certain Shopping Center Lease dated December 21, 1989, 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 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 to show the actual commencement date by filing such Addendum in the real estate records of Grady County, Oklahoma.

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

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

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

LESSOR:

OKLAHOMA CITY ASSOCIATES  
A Pennsylvania Limited Partnership

By: [Signature]  
General Partner

LESSEE:

ATTEST:

[Signature]  
Asst. Secretary  
(SEAL)

SCRIVNER, INC.  
A Delaware Corporation

By: [Signature]  
William T. Bishop, President

STATE OF PA )  
COUNTY OF PR 1A ) ss.

On this 26th day of December, 1989, before me, a notary public in and for said county, personally appeared FRANK H. J. J., to me personally known, who being by me duly sworn did say that he is General Partner of Oklahoma City Associates, and that said instrument was signed and sealed on behalf of the said Limited Partnership, and the said FRANK H. J. J. acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Partnership by it voluntarily executed.

[Signature]  
Notary Public

My Commission Expires.

\_\_\_\_\_(SEAL)

NOTARIAL SEAL  
MARIELYN R. MALONEY Notary Public  
City of Philadelphia Phila County  
My Commission Expires March 21, 1991

STATE OF OKLAHOMA   )  
                                  ) ss.  
COUNTY OF OKLAHOMA )

On this 21<sup>st</sup> day of December, 1989, 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 President of Scrivner, 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:

4-26-92 (SEAL)

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as the "Mortgagee"), and SCRIVNER, INC., a Delaware corporation (hereinafter referred to as the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessee has entered into a certain Shopping Center Lease dated \_\_\_\_\_, 1989, (hereinafter referred to as the "Lease") with Oklahoma City Associates, a Pennsylvania limited partnership (hereinafter referred to as the "Lessor"), which Lease covers retail store space (hereinafter referred to as the "Leased Space") in the shopping center known as Southland Shopping Center, Grady County, Chickasha, Oklahoma, which is located on the Real Property more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the Lease is evidenced of record by a Memorandum of Lease recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the records of \_\_\_\_\_ County, \_\_\_\_\_; and

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

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

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

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

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

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

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

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

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

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

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

ATTEST: "Mortgagee".

A \_\_\_\_\_ Corporation

\_\_\_\_\_  
[SEAL] Secretary

By: \_\_\_\_\_  
Vice President

ATTEST "Lessee"

SCRIVNER, INC.  
A Delaware Corporation

\_\_\_\_\_  
[SEAL] Asst. Secretary

By: \_\_\_\_\_  
William T. Bishop, President

STATE OF )  
COUNTY OF ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is \_\_\_\_\_ of \_\_\_\_\_, 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 \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_  
(SEAL)



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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 President of Scrivner, 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.

\_\_\_\_\_  
Notary Public

My Commission Expires·

\_\_\_\_\_ (SEAL)

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as the "Mortgagee"), and SCRIVNER, INC., a Delaware corporation (hereinafter referred to as the "Lessee");

W I T N E S S E T H.

WHEREAS, the Lessee has entered into a certain Shopping Center Lease dated \_\_\_\_\_, 1989, (hereinafter referred to as the "Lease") with Oklahoma City Associates, a Pennsylvania Limited Partnership (hereinafter referred to as the "Lessor"), which Lease covers retail store space (hereinafter referred to as the "Leased Space") in the shopping center known as Southland Shopping Center, Chickasha, Grady County, Oklahoma, which is located on the Real Property more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

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

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

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

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

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

2. The terms of the Lease shall not be terminated or modified in any respect whatsoever nor shall the rights of the Lessee thereunder or the occupancy of the Leased Space thereby demised be affected in any way by reason of the Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, provided the Lessee is not in default under any of the terms, covenants or conditions of the Lease, or if a default shall exist, the applicable cure period provided for in the Lease has not expired.

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

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

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

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

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

ATTEST: "Mortgagee".

Sunbelt Property Group, Inc  
A Delaware Corporation

Kathy Squaddy  
[SEAL] Asst Secretary

By: Stacy F Speier  
Vice President

ATTEST: "Lessee"

SCRIVNER, INC.  
A Delaware Corporation

\_\_\_\_\_  
[SEAL] Asst. Secretary

By: William T. Bishop, President

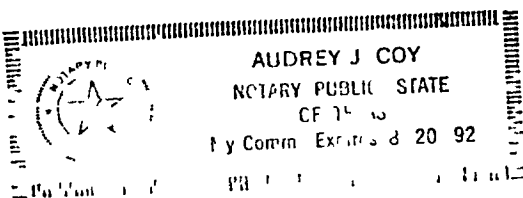
STATE OF )  
COUNTY OF ) ss.

On this 28 day of December, 1989, before me, a notary public in and for said county, personally appeared Stacy F Speier, to me personally known, who being by me duly sworn did say that he is Vice-President of Sunbelt Property Group, 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 Stacy F Speier acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Audrey J Coy  
Notary Public

My Commission Expires:

8/20/92 (SEAL)



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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 President of Scrivner, 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.

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_ (SEAL)

EXHIBIT "K"

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT entered into as of the 21 day of December, 1989, by and between OKLAHOMA CITY ASSOCIATES, a Pennsylvania limited partnership, hereinafter referred to as "Lessor", and SCRIVNER, INC., a Delaware corporation, hereinafter referred to as "Lessee" and DONALD R. DUNN, hereinafter referred to as "Subtenant".

W I T N E S S E T H

WHEREAS, the above parties through their predecessors in interest, Moyer Enterprises, original Lessor and Scrivner-Boogaart, Inc., original Lessee, hereto have previously entered into a certain Lease Agreement, dated the 31st day of July, 1974 (the "Lease"), wherein Lessor through its predecessor leased to Lessee through its predecessor certain premises located on land situated at the corner of Fourth and Grand in Chickasha, Oklahoma, to wit: a retail store building space of twenty-two thousand five hundred (22,500) square feet in the location designated "Supermarket" on the attached Exhibit "A" at the legal description described attached thereto, as more particularly described and set forth therein; and

WHEREAS, Lessee subleased the premises to Subtenant by Agreement, dated July 29, 1974; and

WHEREAS, the parties hereto now desire to terminate said Lease Agreement.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and agreements contained herein, the parties hereto contract and agree as follows:

1. The parties hereto cancel and terminate the above mentioned Lease

effective two (2) months after the Commencement Date of the new Shopping Center Lease, dated December 21, 1989, between the Lessor and Lessee covering the "Supermarket" in Southland Shopping Center, Chickasha, Oklahoma ("New Lease") thereby modifying the Lease to read as if the termination date of the Lease were two (2) months after the Commencement Date of the New Lease and all other provisions and obligations thereunder shall remain the same.

2. All amounts owing by either party hereto to the other under terms of the Lease shall be paid within thirty (30) days after said effective date of termination except for any additional amounts owed by reason of an annual adjustment for real estate taxes or insurance.

3. Unless notified by either party in writing within thirty (30) days after the effective date of termination, all amounts owing by either party hereto to the other under the terms of the above mentioned Lease shall be deemed conclusively to be satisfied and paid in full, and neither Lessor nor Lessee shall have any further obligations to the other in connection with the above mentioned Lease except for any additional amounts owed by reason of an annual adjustment for real estate taxes or insurance.

4. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes of this Agreement, be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have agreed to the foregoing  
Termination of Lease Agreement in its entirety as of the day and year first set  
forth above.

"LESSOR".

OKLAHOMA CITY ASSOCIATES  
A Pennsylvania Limited Partnership

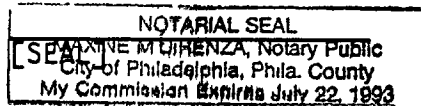
By: [Signature]  
General Partner

STATE OF PA )  
COUNTY OF Phila ) ss.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 1989, by FRANK NAGAN, General Partner of Oklahoma City Associates, a Pennsylvania limited partnership, on behalf of the partnership.

[Signature]  
Notary Public

My Commission Expires:



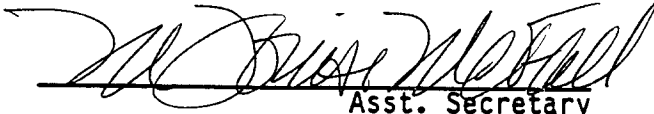


IN WITNESS WHEREOF, the Lessor and Lessee have agreed to the foregoing Termination of Lease Agreement in its entirety as of the day and year first set forth above.

"LESSEE":

ATTEST:

SCRIVNER, INC.  
A Delaware Corporation

  
[SEAL] Asst. Secretary

By:   
William T. Bishop, President

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 21st day of December, 1989, by William T. Bishop, President of Scrivner, Inc., a Delaware corporation, on behalf of the corporation.

  
Notary Public

My Commission Expires:

4-26-92  
[SEAL]

IN WITNESS WHEREOF, the Lessor and Lessee have agreed to the foregoing Termination of Lease Agreement in its entirety as of the day and year first set forth above.

Donald R. Dunn, Subtenant

STATE OF OKLAHOMA    )  
                              ) ss.  
COUNTY OF            )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 1989, personally appeared Donald R. Dunn to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission Expires

[SEAL]

KEP(D29)OCA.TLA1

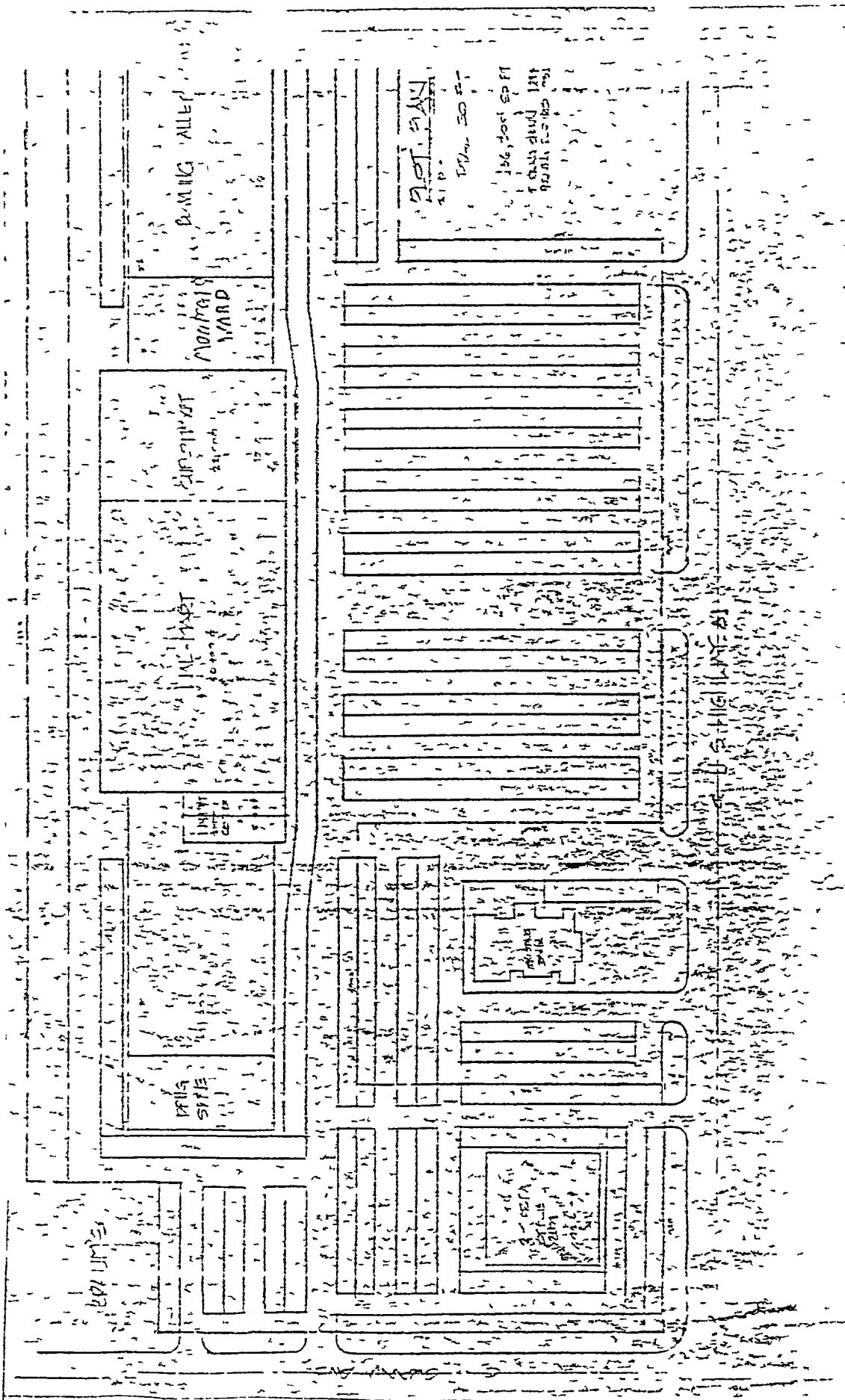


Exhibit "A" to Exhibit "K"

Exhibit "A" to Exhibit "K" - continued

LEGAL DESCRIPTION

A tract of land located in City of Chickasha, Grady County, State of Oklahoma, described as follows

Beginning at a point 50 feet North and 40 feet West of the SE corner of E $\frac{1}{2}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 33, T-7-N, R-7-W I.M., thence North 240 feet, thence West 294 feet, thence North 250 feet, thence East 294 feet, thence North 560 feet, thence West 240 feet, thence North 230 feet, thence West 370 feet, thence South 1130 feet, thence East 125 feet, thence South 150 feet, thence East 485 feet to the point of beginning

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, entered into this 20 day of April, 1990, by and between Oklahoma City Associates, a Pennsylvania Limited Partnership, hereinafter referred to as "Lessor" and Scrivner, Inc., a Delaware 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 December 21, 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 3.1.1 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 A.M. on the 5th day of March, 1990.

2. TERMINATION. The Termination Date of the primary term of the Lease shall be at 12:00 P.M. on the 4th day of March, 2010, provided, however, the Lessee has the option to extend the term of the Lease for four (4) additional term(s) of five (5) year(s).

3. EFFECT. This Addendum to Lease is executed pursuant to the terms of Paragraph 3.1.1 of the Lease and in no way alters, modifies or amends the Lease, and the Lease continues uninterrupted, unabated and in full force and effect.

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

LESSOR:

OKLAHOMA CITY ASSOCIATES  
A Pennsylvania Limited Partnership

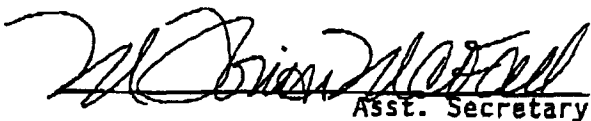
By: 

General Partner

LESSEE:

SCRIVNER, INC.  
A Delaware Corporation

ATTEST:

  
Asst. Secretary

[SEAL]

By: 

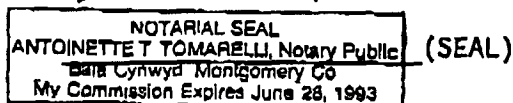
William T. Bishop, President

STATE OF PA )  
COUNTY OF Montg ) ss.

On this 17th day of April, 1990, before me, a notary public in and for said county, personally appeared Frank Hagan, to me personally known, who being by me duly sworn did say that he is a General Partner of Oklahoma City Associates, and that said instrument was signed on behalf of the said Limited Partnership and the said Frank Hagan acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Partnership by it voluntarily executed.

Antoinette T. Tomarelli  
Notary Public

My Commission Expires:



STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) ss.

On this 20 day of April, 1990, 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 President of Scrivner, 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:

4-26-92 (SEAL)

gmh(d31)al.okcal

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made as of the 17 day of August, 1990, by and between SUNBELT PROPERTY GROUP, INC., a Delaware corporation (hereinafter referred to as the "Mortgagee"), and SCRIVNER, INC., a Delaware corporation (hereinafter referred to as the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessee has entered into a certain Shopping Center Lease dated December 21, 1989 (hereinafter referred to as the "Lease") with Oklahoma City Associates, a Pennsylvania limited partnership (hereinafter referred to as the "Lessor"), which Lease covers retail store space (hereinafter referred to as the "Leased Space") in the shopping center known as Southland Shopping Center, Chickasha, Grady County, Oklahoma, which is located on the Real Property more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"), and

WHEREAS, the Lease is evidenced of record by a Memorandum of Lease recorded in Book 2152, at Page 84 of the records of Grady County, Oklahoma; and

WHEREAS, the Mortgagee is the holder of a certain Wraparound Mortgage and Security Agreement dated December 28, 1984 between Oklahoma City Associates, a Pennsylvania limited partnership, borrower, and Sunbelt Property Group, Inc., a Delaware corporation, lender, recorded in Book 1487, at Page 8 of the records of Grady County, Oklahoma (hereinafter referred to as the "Mortgage"); and

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

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

1. In the event of foreclosure of the Mortgage, the Mortgagee thereunder will not join the Lessee in foreclosure proceedings so long as the Lessee is not in default under any of the terms, covenants or conditions of said Lease; or, if default shall exist, so long as Lessee's time to cure such default has not expired.
2. The terms of the Lease shall not be terminated or modified in any respect whatsoever nor shall the rights of the Lessee thereunder or the occupancy of the Leased Space thereby demised be affected in any way by reason of the Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, provided the Lessee is not in default under any of the terms, covenants or conditions of the Lease, or if a default shall exist, the applicable cure period provided for in the Lease has not expired.
3. It is the express intent of the parties hereto that a foreclosure of the Mortgage or the exercise of any other remedies provided therein, or provided in any other instrument securing the indebtedness secured by the Mortgage, or the delivery of a deed to the Property in lieu of foreclosure shall not, of

itself, result in the termination of the Lease, but any purchaser or other grantee upon foreclosure of the Mortgage or conveyance in lieu of foreclosure shall thereby automatically succeed to the position of the Lessor under the Lease.

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

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

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

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

"Mortgagee":

ATTEST

Kathy Spradling  
Asst. Secretary  
[SEAL]

SUNBELT PROPERTY GROUP, INC.  
A Delaware Corporation

By: Stacey F. Speier  
Stacey F. Speier, Vice President

"Lessee"

ATTEST:

William T. Bishop  
Asst. Secretary  
[SEAL]

SCRIVNER, INC.  
A Delaware Corporation

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



STATE OF Texas )  
COUNTY OF Harris ) ss.

On this 5<sup>th</sup> day of July, 1990, before me, a notary public in and for said county, personally appeared Stacey F. Speier, to me personally known, who being by me duly sworn did say that he is Vice President of Sunbelt Property Group, 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 Stacey F. Speier acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Carlin A. Jones  
Notary Public

My Commission Expires:

May 5, 1992 (SEAL)



STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) ss.

On this 17 day of August, 1990, 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 President of Scrivner, 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:

4-26-92 (SEAL)

KEP(D32)SUN.NDA1

EXHIBIT "A"

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Thirty-three (33), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, described as follows:

BEGINNING at a point 40 feet North and 344 feet West of the Southeast corner of said Section and run thence North 490 feet; thence East 294 feet thence, North 560 feet; thence West 240 feet; thence North 230 feet; thence West 370 feet; thence South 1,130 feet; thence East 125 feet; thence South 150 feet, thence East 191 feet to the point of beginning.

m

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment"), is entered into as of the 21 day of August, 1992, by and between OKLAHOMA CITY ASSOCIATES, a Pennsylvania Limited Partnership, as Lessor ("Lessor"), and SCRIVNER, INC., a Delaware Corporation, as Lessee ("Lessee")

W I T N E S S E T H:

WHEREAS, the parties hereto have previously entered into a Shopping Center Lease, dated December 21, 1989, (the "Lease"), wherein Lessor is leasing to Lessee certain store premises located within the shopping center located at 1800 South 4th Street, Chickasha, Oklahoma, as more particularly described and set forth therein (the "Leased Premises"), and

WHEREAS, the Lessor desires to modify the Site Plan to the Lease to allow Taco Bell to lease certain space on an outlot adjoining the shopping center, and in consideration of a reduction of rent, Lessee will consent to the modification of the Site Plan as set forth herein, and

WHEREAS, the parties hereto now desire to amend the Lease in accordance with the terms of this instrument.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and agreements contained herein, the parties hereto contract and agree as follows:

1. Change of Site Plan The revised site plan attached hereto as Exhibit "A", which includes the outlot being leased to Taco Bell, is hereby substituted in place of the shopping center drawing previously attached to the Lease as Exhibit "A"

2. Minimum Rental Paragraph 4.1 of the Lease is hereby deleted, and the following paragraph 4.1 is substituted in place thereof

**"4 1 Minimum Rental**

An annual minimum rental for the Leased Space of One Hundred Fifteen Thousand, Two Hundred Forty-One and 10/100 Dollars (\$115,241 10) per Lease Year payable at the rate of Nine Thousand Six Hundred Three and 42/100 Dollars (\$9,603 42) per month in advance on the first day of each calendar month for the Initial Term and any Extended Term of the Lease "

**3 Conditions to Effectiveness**

Lessor and Lessee agree

that if Taco Bell should terminate its lease with Lessor prior to its occupancy of the leased space, then this Amendment shall be null and void

**4 Effective Date**

This Amendment shall become effective as of <sup>September</sup> ~~July~~ 15, 1992 J.W.M.

**5 Multiple Originals**

This Amendment may be executed in multiple originals, each of which shall be deemed an original and shall be admissible in any proceeding, legal or otherwise, without the production of the other such originals

**6 No Other Changes**

The aforementioned Lease is amended by this Amendment in no other manner except as set forth herein

IN WITNESS WHEREOF, the parties hereto have agreed to the above and foregoing in its entirety as of the day and year first above written, and have executed this instrument on the day and year set forth in the acknowledgments below.

"LESSOR".

Thomas R Zolva  
Witness

**OKLAHOMA CITY ASSOCIATES**

A Pennsylvania Limited Partnership

By [Signature]  
General Partner

"LESSEE"

ATTEST

[Signature]  
Asst Secretary  
[SEAL]

**SCRIVNER, INC.**

A Delaware Corporation

By James W. Mills  
James W Mills, Vice President

STATE OF )  
COUNTY OF ) ss.

On this 25<sup>th</sup> day of AUGUST, 1992, before me, a notary public in and for said county, personally appeared FRANK HAHN JR, to me personally known, who being by me duly sworn did say that he is a General Partner of OKLAHOMA CITY ASSOCIATES, a Pennsylvania limited partnership, and that said instrument was signed on behalf of said limited partnership, and the said FRANK HAHN JR acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership by it voluntarily executed.

Lisa Carhian  
Notary Public

My Commission Expires

\_\_\_\_ (SEAL)  
STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) ss.

NOTARIAL SEAL	
LISA	-JIAN Notary Public
Chelton	Twp. Montgomery Co.
My Comm	Expires July 5, 1993

On this 10<sup>th</sup> day of September, 1992, before me, a notary public in and for said county, personally appeared James W. Mills, to me personally known, who being by me duly sworn did say that he is Vice President of Scrivner, Inc., a Delaware 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

Jerry D Studevant  
Notary Public

My Commission Expires

5/26/96 (SEAL)

working mlm\01120 and

State of Delaware

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Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BOOGAART STORES OF NEBRASKA, INC.", A NEBRASKA CORPORATION,  
"CENTRAL PARK SUPER-DUPER, INC.", A NEW YORK CORPORATION,  
"DEL-ARROW SUPER DUPER, INC.", A NEW YORK CORPORATION,  
"FESTIVAL FOODS, INC.", A MINNESOTA CORPORATION,  
"FLEMING HOLDINGS, INC.", A DELAWARE CORPORATION,  
"FOOD BRANDS, INC.", A KANSAS CORPORATION,  
"FOOD HOLDINGS, INC.", A DELAWARE CORPORATION,  
"GATEWAY FOOD DISTRIBUTORS, INC.", A MINNESOTA CORPORATION,  
"GATEWAY FOODS SERVICE CORPORATION", A WISCONSIN CORPORATION,  
"JUBILEE FOODS, INC.", A WISCONSIN CORPORATION,  
"SCRIVNER-FOOD HOLDINGS, INC.", A DELAWARE CORPORATION,  
"SCRIVNER, INC.", A DELAWARE CORPORATION,  
"SUNDRIES SERVICE, INC.", A ALABAMA CORPORATION,  
"WISSINGER'S, INC.", A PENNSYLVANIA CORPORATION,

WITH AND INTO "FLEMING COMPANIES, INC." UNDER THE NAME OF "FLEMING COMPANIES, INC.", A CORPORATION ORGANIZED AND EXISTING



*Edward J. Freel*  
Edward J. Freel, Secretary of State

2507843 8100M

AUTHENTICATION

7508636

950108904

DATE

05-17-95

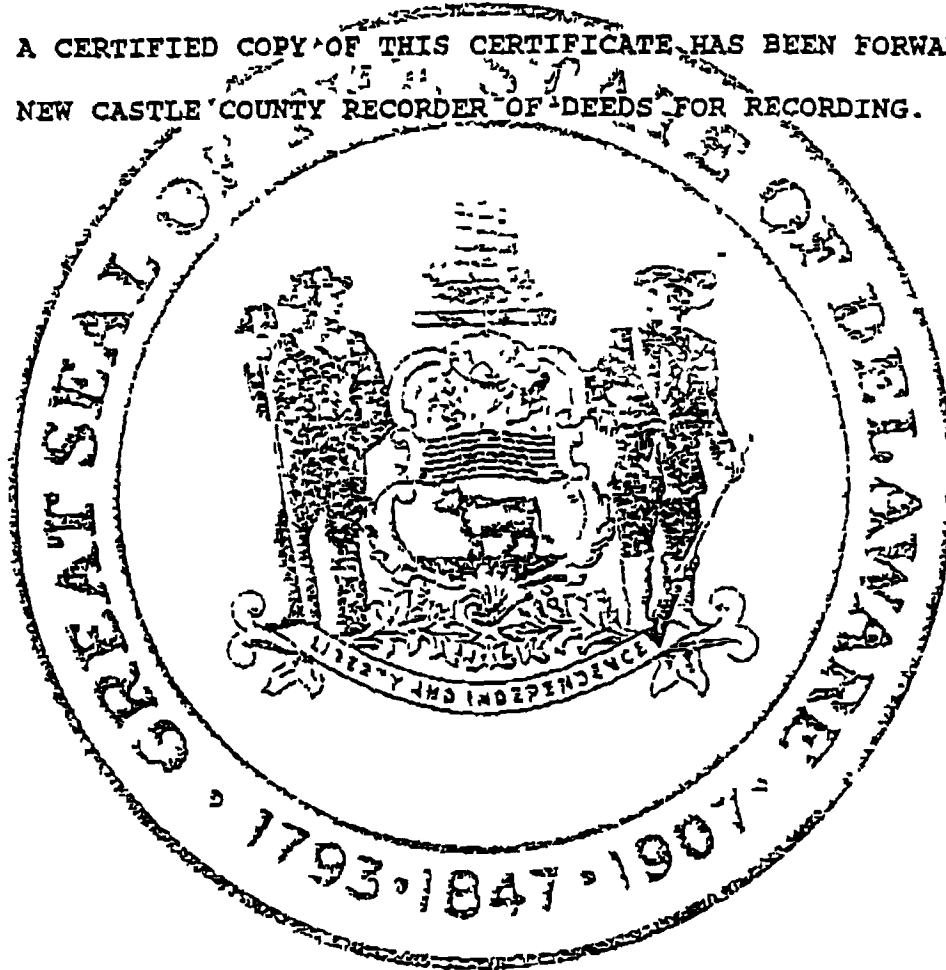
State of Delaware

PAGE 2

Office of the Secretary of State

UNDER THE LAWS OF THE STATE OF OKLAHOMA, AS RECEIVED AND FILED  
IN THIS OFFICE THE SEVENTEENTH DAY OF MAY, A.D. 1995, AT 10  
O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO  
THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



*Edward J. Freel*  
Edward J. Freel, Secretary of State

2507843 8100M

AUTHENTICATION.

7508636

950108904

DATE

05-17-95

CERTIFICATE OF MERGER  
MERGING

FOOD HOLDINGS, INC., SCRIVNER-FOOD HOLDINGS, INC.,  
SCRIVNER, INC., FLEMING HOLDINGS, INC., FESTIVAL FOODS, INC.,  
JUBILEE FOODS, INC., WISSINGER'S, INC., FOOD BRANDS, INC.,  
BOOGAART STORES OF NEBRASKA, INC., SUNDRIES SERVICE, INC.,  
GATEWAY FOODS SERVICE CORPORATION, GATEWAY FOOD DISTRIBUTORS,  
INC., CENTRAL PARK SUPER DUPER, INC. AND  
DEL-ARROW SUPER DUPER, INC.  
INTO  
FLEMING COMPANIES, INC.

Fleming Companies, Inc., an Oklahoma corporation (the "Corporation"), pursuant to the provisions of the Delaware General Corporation Law DOES HEREBY CERTIFY that

FIRST. That the name and state of incorporation of each of the constituent corporations is Food Holdings, Inc., a Delaware corporation, Scrivner-Food Holdings, Inc., a Delaware corporation, Scrivner, Inc., a Delaware corporation, Fleming Holdings, Inc., a Delaware corporation, Festival Foods, Inc., a Minnesota corporation, Jubilee Foods, Inc., a Wisconsin corporation, Wissinger's, Inc., a Pennsylvania corporation, Food Brands, Inc., a Kansas corporation, Boogaart Stores of Nebraska, Inc., a Nebraska corporation, Sundries Service, Inc., an Alabama corporation, Gateway Foods Service Corporation, a Wisconsin corporation, Gateway Food Distributors, Inc., a Minnesota corporation, Central Park Super Duper, Inc., a New York corporation, and Del-Arrow Super Duper, Inc., a New York corporation (collectively, the Disappearing Corporations") and Fleming Companies, Inc., an Oklahoma corporation (the "Surviving Corporation");

SECOND. That an Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 252(c) of the Delaware General Corporation Law,

THIRD. That the name of the surviving corporation is Fleming Companies, Inc., an Oklahoma corporation;

FOURTH That the certificate of incorporation of Fleming Companies, Inc., an Oklahoma corporation, shall be the certificate of incorporation of the surviving corporation,

FIFTH That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation, which is located at 6301 Waterford Blvd., Oklahoma City, Oklahoma 73118,

SIXTH That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and




without cost, to any shareholder of any constituent corporation,

SEVENTH This merger shall be effective May 20, 1995, at 11:59 p.m.; and

EIGHTH. Fleming Companies, Inc heraby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Food Holdings, Inc., Scrivner-Food Holdings, Inc, Scrivner, Inc and Fleming Holdings, Inc (collectively, the "Delaware Constituent Corporations") as well as for enforcement of any obligation of the Delaware Constituent Corporations arising from the merger, including any suit or other proceeding to enforce the right of any shareholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and hereby irrevocably appoints the Secretary of State of the State of Delaware its agent to accept service of process in any such suit or other proceedings. The address to which a copy of such process shall be mailed by the Secretary of State is 6301 Waterford Boulevard, Oklahoma City, Oklahoma 73118, Attn Senior Vice President - General Counsel.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its Senior Vice President and attested by its Assistant Secretary, this 15th day of May, 1995.

FLEMING COMPANIES, INC

  
\_\_\_\_\_  
David R. Almond  
Senior Vice President

One Logan Square  
27th Floor  
Philadelphia PA 19103 6933  
215 568 0300/facsimile

20 Brace Road  
Suite 201  
Cherry Hill NJ 08034 2634  
856 616 2170/facsimile

www.hangle.com

HANGLEY  
ARONCHICK  
SEGAL  
& PUDLIN

Attorneys at law | A Professional Corporation

Myron A. Bloom  
Direct Dial 215-496-7005  
E mail mbloom@hangle.com

September 11, 2003

**Via Federal Express**

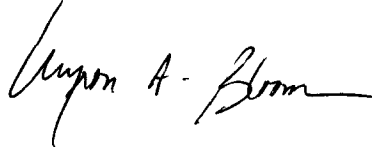
Bankruptcy Management Corporation  
1330 East Franklin Avenue  
El Segundo, CA 90245

**In Re Fleming Companies, et al  
United States Bankruptcy Court, District of Delaware  
No 03-10945 (MFW)**

Gentlemen

Enclosed please find an original and two (2) copies of a Proof of Claim for filing on behalf of our client, Oklahoma City Associates, in the above-referenced case. I would appreciate it if you would file the original of record and return the extra copy which I have enclosed in the self-addressed stamped envelope which I have provided for this purpose.

Very truly yours,



Myron A. Bloom

MAB tkb  
Enclosures

cc Mr Edward A laquinto (w/enc )