

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>DELAWARE</u>		PROOF OF CLAIM
Name of Debtor FLEMING COMPANIES, INC		Case Number 03-10945
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) PLAZA DEVELOPMENT LTD AND PLAZA INC	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent J ANTHONY KINGTON Chester Willcox & Saxbe LLP 65 E. State Street Suite 1000 Columbus OH 43215		<div style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5;">REC'D SEP 11 2003</div>
Telephone number (614) 221-4000		
Account or other number by which creditor identifies debtor N/A		Check here <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Real Estate Taxes and Insurance</u>		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: center;">(date) (date)</div>		
2 Date debt was incurred <u>06/01/00</u>		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ <u>54,868.95</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ <u>0.00</u> Amount of arrearage and other charges at time case filed included in secured claim, if any \$ <u>0.00</u>		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal family or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date: <u>September 3 2003</u> 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). <div style="text-align: center;"> VINCENT A. PARISI </div>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 1		



PLAZA DEVELOPMENT
R/E TAX-INSURANCE
FLEMING COMPANIES (S M FLICKINGER CO INC)BILLING

<u>R/E TAX</u>		TENANT				
TAX PERIOD	TAX AMOUNT	DATE PAID	PROPORTIONATE SHARE 56 49%	TENANT BILLING	TENANT PAYMENT	UNPAID A/O 4/18/03
1/2 1999	8,444 00	2/1/00		8/1/2000		
2/2 1999	8 444 00	7/1/00	9,540 31	8/1/2000	10/16/2000	
1/2 2000	8,506 00	2/1/01		2/1/2003		
2/2 2000	8,506 00	7/1/01	9,588 34	2/1/2003		9,588 34
1/2 2001	9,697 00	2/1/02		2/1/2003		
2/2 2001	9,697 00	7/1/02	10 907 12	2/1/2003		10,907 12

<u>INSURANCE</u>		TENANT				
INS PERIOD	AMOUNT	DATE PAID	PROPORTIONATE SHARE 56-49%	TENANT BILLING	TENANT PAYMENT	
4/1/00-4/1/01	12,505 00	5/1/00	7,064 09	8/1/2000	11/14/2000	
4/1/01-4/1/02	14 192 00	4/1/01	8,017 06	2/1/2003		8,017 06
4/1/02-4/2/03	13,788 00	5/1/02	9 MOS 5,841 63	2/1/2003		5,841 63
						<u>34,354 15</u>

NOTE TENANT CAN BE BILLED ONE MONTH OF JANUARY 2003 FOR INSURANCE 1,149 00

NOTE TENANT CAN BE BILLED FOR 2002 REAL ESTATE TAXES PAID AT CLOSING : 19,365 00

PLAZA DEVELOPMENT, LTD
1151-1215 MEMORIAL DRIVE
LANCASTER OHIO 43130

FLEMING COMPANIES
LEASE ACCTING
5701 NORTH SHARTEL AVENUE
OKLAHOMA CITY, OK 73118

SPACE NUMBER	STATEMENT DATE
0101	08-01-2003

STATEMENT OF OPEN ITEMS PRIOR TO CURRENT MONTH

CHARGE DATE	CHARGE DESCRIPTION	CHARGE AMOUNT	PAYMENT DATE	PAYMENT AMOUNT	PAST DUE
12-01-02	ADDITNL SPACE PURSUANT TO	50,000.00	01-09-03	50,000.00	
01-01-03	RENT	24,466.35	01-09-03	24,466.35	
01-01-03	C.C.M	1,200.00	01-09-03	1,200.00	
AGE OF AMOUNT SHOWN AS PAST DUE		OVER 120 DAYS	90-120 DAYS	60-90 DAYS	30-60 DAYS
					TOTAL PAST DUE

LATE CHARGE

CURRENT MONTH CHARGES					
RENT	CAM	RE TAX	TRASH/CLEANING	WATER	DUES
24,466.35	1,200.00				
ELECTRIC	HVAC	STORAGE	INSURANCE		

CHARGE DESCRIPTION

CHARGE AMOUNT

RE TAX 2000
RE TAX 2001
RS 2001/2002
RS 2002/2003 9 MOS

9,588.34
10,907.12
5,011.05
5,841.60

20495.46
13858.19
34354.15

PLEASE MAKE CHECKS PAYABLE TO PLAZA DEVELOPMENT, LTD
TED NATIONAL BANK ATTN: TRUST DEPT 514 MARKET ST PARKERSBURG, WV

PAYMENT OF THE TOTAL BALANCE DUE
IS REQUIRED ON THE FIRST DAY OF
THE MONTH

TOTAL CURRENT CHARGES

BALANCE DUE

26101

60,020.47

00,020.40



QUADRELLE
REALTY
SERVICES

MANAGEMENT
LEASING
SALES
CONSULTANTS

January 31,2003

Fleming Companies
6301 Waterford Blvd,
Oklahoma City, OK 73118

RE Plaza Development Shopping Center

Dear Tenant,

Enclosed you will find monthly rent invoice dated 2/1/2003 Please take note of additional amount of \$34354 15 which represents your proportionate share of 2000 and 2001 real estate taxes, and property insurance,pursuant to the terms of the lease

For your information I am enclosing the formula used to calculate these charges, and copies of the real estate tax, and insurance bills

Please prepare your February rent check to include this amount

If you should have any questions or require any further documentation, please feel free to call me at 914/834-2600,ext 226

Thank you for your anticipated cooperation

Yours truly,

Louise Gianfrancisco
PLAZA DEVELOPMENT LTD
Property Manager Asst

PLAZA DEVELOPMENT,LTD**FLEMING COMPANIES**

JANUARY 31,2003

2000 REAL ESTATE TAX	\$ 16,973 52 ,
PRO-RATA SHARE	<u>56 49 %</u>
AMOUNT DUE	9588 34

2001 REAL ESTATE TAX	19,308 06
PRO-RATA SHARE	<u>56 49%</u>
AMOUNT DUE	10,907 12

<u>TOTAL REAL ESTATE DUE</u>	\$20,495 46
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INSURANCE 4/1/2001-4/1/2002	\$14,192 00
PRO-RATA SHARE	<u>56 49 %</u>
AMOUNT DUE	8,017 06

INSURANCE 4/1/2002-4/1/2003	
13,788 00 @ 9 MOS	10,341 00
PRO RATA SHARE	<u>56 49%</u>
AMOUNT DUE	5,841 63

TOTAL INSURANCE DUE	<u>\$13,858 69</u>
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TOTAL DUE PLAZA DEVELOPMENT LTD	\$34,354 15
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NOTE THIS AMOUNT APPEARS ON YOUR 2/1/2003 RENT INVOICE

REAL ESTATE TAXES

STUM NO 53427340 1ST HALF 2000
 PARCEL LD EFFECTIVE RATE
 53-10106 20 C
 LANC CORP-LCSD 41 972394
 PROPERTY ADDRESS
 165 N MEMORIAL DR
 LEGAL DESCRIPTION
 R 19 T 15 S 36 9 45 AC
 TAX ABATEMENT TILL 2006
 SPECIAL ASSESSMENTS DELINQUENT CURRENT

ASSESSED VALUE	NET VALUE
LAND 283110	
BLDG 166220	
TOTAL 449330	
R.E. TAXES 1686111	
TAX RED. -743138	
ADULTAN 942973	
ROLLBACK -94297	
ADJUSTMENT 848676	
DEL. A.M. 00	
DEL. A.M. 00	
INTEREST 00	
ADJUSTMENT 00	
PAYMENT	

MAKE CHECKS PAYABLE TO
JON A. SLATER JR.
 FAIRFIELD COUNTY TREASURER
 210 E MAIN ST, RM 206 LANCASTER, OH 43130
 (740) 687-7140

PAY THIS AMOUNT	HALF YEAR	HALF YEAR
1697352	848676	
INTEREST/PENALTY AFTER		
FINAL DATE FEB 28, 2001		

Seq. No. 227

PLAZA DEVELOPMENT LTD
 & QUARRELLE REALITY SERVICES
 1 WEST AVE
 LARCHMONT NY 10538

YOUR TAX DOLLAR TOTAL COUNTY 00 TOWNSHIP 687 47 SCHOOL 00 SPECIAL
 (PER HALF YEAR) GO TO 1122 55 6676 74

REAL ESTATE TAXES

STUM NO 53427340 2ND HALF 2000
 PARCEL LD EFFECTIVE RATE
 053-10106 20 C
 LANC CORP-LCSD 41 972394
 PROPERTY ADDRESS
 1165 N MEMORIAL DR
 LEGAL DESCRIPTION
 R 19 T 15 S 36 9 45 AC
 TAX ABATEMENT TILL 2006
 SPECIAL ASSESSMENTS DELINQUENT CURRENT

ASSESSED VALUE	NET VALUE
LAND 283110	
BLDG 166220	
TOTAL 449330	
R.E. TAXES 1686111	
TAX RED. -743138	
ADULTAN 942973	
ROLLBACK -94297	
ADJUSTMENT 848676	
DEL. A.M. 00	
DEL. A.M. 00	
INTEREST 00	
ADJUSTMENT 00	
PAYMENT	

MAKE CHECKS PAYABLE TO
JON A. SLATER JR.
 FAIRFIELD COUNTY TREASURER
 210 E MAIN ST, RM 206 LANCASTER, OH 43130
 (740) 687-7140

PAY THIS AMOUNT	HALF YEAR	HALF YEAR
1697352	848676	
INTEREST/PENALTY AFTER		
FINAL DATE JUL 19, 2001		

Seq. No. 200

PLAZA DEVELOPMENT LTD
 & QUARRELLE REALITY SERVICES
 1 WEST AVE
 LARCHMONT NY 10538

YOUR TAX DOLLAR TOTAL COUNTY 00 TOWNSHIP 687 47 SCHOOL 00 SPECIAL
 (PER HALF YEAR) GO TO 1122 55 6676 74

REAL ESTATE TAXES

STUM NO 53427470 1ST HALF 2000
 PARCEL LD EFFECTIVE RATE
 53-10113-00 C
 LANC CORP-LCSD 41 972394
 PROPERTY ADDRESS
 MEMORIAL DR
 LEGAL DESCRIPTION
 R 19 T 15 S 36 -61-
 03A
 SPECIAL ASSESSMENTS DELINQUENT CURRENT

ASSESSED VALUE	NET VALUE
LAND 1020	
BLDG 1020	
TOTAL 1020	
R.E. TAXES 3828	
TAX RED. -1687	
ADULTAN 2141	
ROLLBACK -214	
ADJUSTMENT 1927	
DEL. A.M. 00	
DEL. A.M. 00	
INTEREST 00	
ADJUSTMENT 00	
PAYMENT	

MAKE CHECKS PAYABLE TO
JON A. SLATER JR.
 FAIRFIELD COUNTY TREASURER
 210 E MAIN ST, RM 206 LANCASTER, OH 43130
 (740) 687-7140

PAY THIS AMOUNT	HALF YEAR	HALF YEAR
3854	1927	
INTEREST/PENALTY AFTER		
FINAL DATE FEB 28, 2001		

Seq. No. 228

PLAZA DEVELOPMENT LTD
 & QUARRELLE REALITY SERVICES
 1 WEST AVE
 LARCHMONT NY 10538

YOUR TAX DOLLAR TOTAL COUNTY 00 TOWNSHIP 1 56 SCHOOL 00 SPECIAL
 (PER HALF YEAR) GO TO 2 54 15 17

REAL ESTATE TAXES

STUM NO 53427470 2ND HALF 2000
 PARCEL LD EFFECTIVE RATE
 053-10113-00 C
 LANC CORP-LCSD 41 972394
 PROPERTY ADDRESS
 N MEMORIAL DR
 LEGAL DESCRIPTION
 R 19 T 15 S 36 -61-
 03A
 SPECIAL ASSESSMENTS DELINQUENT CURRENT

ASSESSED VALUE	NET VALUE
LAND 1020	
BLDG 1020	
TOTAL 1020	
R.E. TAXES 3828	
TAX RED. -1687	
ADULTAN 2141	
ROLLBACK -214	
ADJUSTMENT 1927	
DEL. A.M. 00	
DEL. A.M. 00	
INTEREST 00	
ADJUSTMENT 00	
PAYMENT	

MAKE CHECKS PAYABLE TO
JON A. SLATER JR.
 FAIRFIELD COUNTY TREASURER
 210 E MAIN ST, RM 206 LANCASTER, OH 43130
 (740) 687-7140

PAY THIS AMOUNT	HALF YEAR	HALF YEAR
3854	1927	
INTEREST/PENALTY AFTER		
FINAL DATE JUL 19, 2001		

Seq. No. 201

PLAZA DEVELOPMENT LTD
 & QUARRELLE REALITY SERVICES
 1 WEST AVE
 LARCHMONT NY 10538

YOUR TAX DOLLAR TOTAL COUNTY 00 TOWNSHIP 1 56 SCHOOL 00 SPECIAL
 (PER HALF YEAR) GO TO 2.54 15 17

Founded 1880

Tanenbaum-Harber Co., Inc.**Insurance Specialists**320 West 57th Street, New York, NY 10019-3799

Telephone (212) 603-0200

Fax (212) 262-9470

Plaza Development Ltd
1776 Broadway
New York, NY 10019

I N V O I C E

INVOICE DATE

INVOICE NUMBER

3/22/02

44852

ASSURED NUMBER

AGENCY CONTACT

559900

5078

TRANSACTION DATE

4/1/02

DETACH THIS PORTION AND RETURN WITH REMITTANCE TO TANENBAUM-HARBER CO INC 320 WEST 57TH STREET, NEW YORK, NY 10019-3799

Policy Number P630-428R9881-IND
Policy Term 4/1/02 to 4/2/03
Coverage Commercial Package

Company Travelers Ins Co

PREMIUM

\$13,788 00

Memorial Drive Plaza

VOICE DATE INVOICE NO.
3/22/02 44852

Tanenbaum-Harber Co., Inc.**Insurance Specialists**320 West 57th Street, New York, NY 10019-3799

Telephone (212) 603-0200 - Fax (212) 262-9470

AMOUNT
DUE

\$13,788 00

Plaza Development Ltd.
1776 Broadway, Suite 1700
New York, NY 10019

Inv Date 3/21/01 Inv # 430820
Assured #359950 5081
Mark Bender

4/1/01 P63042BR9881IND01

Travelers

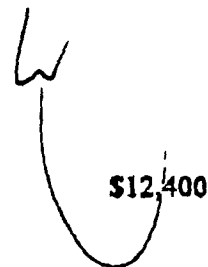
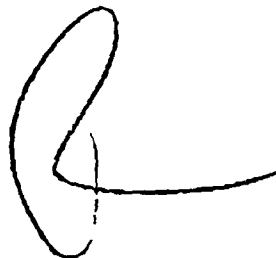
4/1/01 4/1/02

RENEWAL

Package

\$12,400

Memorial Drive Plaza



\$12,400

Rutter/11

AUG -26' 03 (TUE, 09 23 QUADRELLE GROUP INC

TEL 9148343292

P 009

Policy Number 553076846-01
Policy Term 4/1/01-4/1/02

Company. Crum & Forster
Coverage \$20 Million Umbrella

Location Covered
Memorial Drive, Lancaster, OH

\$1,792

[Handwritten signature]

[Handwritten mark]

INVOICE DATE: 3/21/01
INVOICE NO: 430619

AMOUNT DUE: \$1,792



Tanenbaum-Harber Co., Inc.
Insurance Specialists
320 West 57th Street, New York, NY 10019-3799
Telephone (212) 603-0200 - Fax (212) 262-9470

TENTH AMENDMENT TO LEASE

This Tenth Amendment to Lease is made as of the 13th day of May, 2002, by and between **PLAZA DEVELOPMENT, LTD**, an Ohio limited liability company ("Landlord"), and **FLEMING COMPANIES, INC**, an Oklahoma corporation ("Tenant")

RECITALS

Parkway Building Limited Partnership ("Parkway") and S M Flickinger Co ("Flickinger") entered into a lease dated as of July 16, 1990, as amended September 24, 1990, October 25, 1990, August 15, 1991, October 21, 1991, April 27, 1992, July 30, 1993, April 26, 1994, December 30, 1994, and July 25, 1997 (the "Lease") for a portion of certain property located at 1215 Memorial Drive, Lancaster, Ohio (the "Leased Space") Landlord is the successor to the interest of Parkway in the Lease and Tenant is the successor to the interest of Flickinger in the Lease Landlord and Tenant have now agreed to expand the Leased Space on the terms and conditions contained herein and to otherwise amend the Lease as provided herein

Landlord has leased from Plaza, Inc the land upon which the Expansion Area (hereinafter defined) is located and represents and warrants (and Plaza, Inc by its execution below affirms) that this Lease is permitted by and consistent with the terms of such land lease

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease shall be, and hereby is, amended as follows, effective the date hereof unless otherwise specified

1 Expansion of Leased Space Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, land and existing buildings upon which Tenant is to demolish a portion of the existing buildings and construct a new building of approximately eighteen thousand ten (18,010) square feet The land leased is shown on the attached Exhibit A which is incorporated herein (the "Expansion Area") Landlord hereby grants Tenant the right to expand the Leased Space into the Expansion Area on the terms and conditions contained herein

2 Delivery of Expansion Area. Landlord shall use its best efforts to deliver possession of the existing buildings in the Expansion Area to Tenant as soon as reasonably possible but in any event within ninety days following Tenant's construction of the Demising Wall described in paragraph 3, below, free and clear of the liquor store tenancy in its present location and free of any other claims by third parties, so as to allow Tenant to commence its demolition and construction All existing equipment such as air conditioning units and electrical equipment, fixturing and any other building components may be removed by Landlord from the existing structures in the Expansion Area prior to delivery of the Expansion Area to Tenant The date on which the Expansion Area is so delivered to Tenant, referred to herein as the "Delivery Date", will be evidenced by a written notice from the Landlord to the Tenant

3 Tenant's and Landlord's Construction Obligations.

(a) Prior to the execution hereof, Tenant has submitted to Landlord, and Landlord has approved, subject to modification detailed in a letter from RWL Architects dated April 17, 2002 (i) detailed plans and specifications and construction drawings for the Expansion Area, and (ii) a detailed grading and construction plan for placement of loading docks behind the Expansion Space allowing continued access to the contemplated adjacent space in Suite 1229, consistent with the rough depiction of same on Exhibit B, which is a drawing prepared by RWL Architects. As soon as practicable after the Delivery Date, Tenant shall commence demolition of existing buildings and the expansion of the Leased Space in the Expansion Area in accordance with Tenant's approved plans and specifications and shall use its best efforts to substantially complete construction within one hundred eighty (180) days after the Delivery Date, subject to Force Majeure as defined in Paragraph 6. Prior to commencing demolition, Tenant shall construct, with appropriate footings, a block, structural, demising wall (the "Demising Wall") separating the existing buildings in the Expansion Area to be demolished from the building to remain (the northernmost 4,400 square feet of Suite 1229) and maintaining the structural integrity of the building to remain. The Demising Wall shall (i) be constructed along the existing column line so that Suite 1229 then consists of approximately 4400 rentable square feet and (ii) be completed within thirty (30) days after issuance of a building permit. Tenant shall promptly apply for a building permit and shall thereafter diligently pursue issuance of a building permit. All construction shall be done (i) in a good and workmanlike manner by workmen skilled in the appropriate trades, in accordance with all applicable laws, (ii) in a manner minimizing disruption of the operation of other tenants in the shopping center, (iii) in a manner such that storm water and roof runoff are, during and after completion of construction, directed away from existing buildings, and (iv) within a screened area approved by Landlord (and any construction equipment or vehicles shall be parked within such screened area). Tenant shall be responsible for causing construction of the Demising Wall to be done in a manner such that the wall constructed is integrated into the existing roof structure so that there are no leaks or structural deficiencies. Tenant's roof contractor shall warrant to Landlord workmanship and materials for at least twenty (20) years on (i) the new roof over the newly constructed buildings and (ii) the roof joints between existing and new buildings, and Tenant shall be responsible for any repairs or maintenance of the roof during the Lease Term (including any Extended Terms). Landlord shall have no obligation to repair or replace the roof, structural components or equipment in the newly constructed buildings for the lease term (including renewals). Tenant shall not be required to (and shall not) restore the Expansion Area or the Leased Space to its former condition upon the termination of this Lease. The expansion of the Leased Space shall be constructed by Tenant at its expense, and Tenant shall obtain, at Tenant's expense, all necessary permits (including permits for any utility connections), licenses and approvals for such construction. Tenant shall hold Landlord harmless from and against any liens or claims of contractors, laborers or material providers, and shall promptly (and in any event within ten (10) days after notice from Landlord) discharge or bond off any such lien. Tenant or Tenant's contractor shall carry "Builder's Risk" insurance and name Landlord as an additional insured.

(b) Tenant, at its option, exercisable by written notice to Landlord on or before December 31, 2003, may also install a new parking area (to be part of the Common Areas) substantially in accordance with attached Exhibit C (the "New Parking Area"). If Tenant elects to install the New Parking Area, it shall so notify Landlord in writing and thereafter secure all

necessary permits for such installation. Such installation shall be done by Tenant in a good and workmanlike manner by workmen skilled in the appropriate trades, in accordance with all applicable laws and in a manner minimizing disruption of the operation of other tenants in the Shopping Center. Upon the completion of the installation of the New Parking Area, Tenant shall furnish Landlord with satisfactory proof of payment for such work, together with all required lien waivers. Within fifteen (15) days after receipt of the foregoing, Landlord shall pay Tenant an amount equal to one-half ($\frac{1}{2}$) of the cost of installing the New Parking Area up to a maximum amount of Nineteen Thousand Dollars (\$19,000). Tenant acknowledges that such amount will be included by Landlord in Common Area Maintenance expenses for the year in which such payment is made. Tenant shall be responsible for its proportionate share of such amount determined in accordance with Paragraph 9 hereof as if the Rent Commencement Date were the date of this agreement.

(c) Following completion of Tenant's construction provided for in paragraph 3, above, Landlord agrees to reseal and restripe the existing parking lot at its initial expense, provided that such cost shall be included in Common Area Maintenance expenses under Paragraphs 7.1.2 and 7.1.3 of the Lease and Tenant shall pay its proportionate share of such cost determined under the Lease prior to the expansion of the Leased Space.

4 Rental.

(a) Within five (5) business days after the Delivery Date Tenant shall pay to Landlord the sum of Fifty Thousand Dollars (\$50,000.00) as consideration for Landlord's execution of this Tenth Amendment to Lease.

(b) Effective on the Rent Commencement Date, as defined herein, Tenant shall pay Landlord as rental for the Leased Space, including the Expansion Area, the sum of Three Hundred Seventy-Six Thousand Nine Hundred Seven Dollars (\$376,907) per year, payable in monthly installments of Thirty-One Thousand Four Hundred Eight and $\frac{92}{100}$ Dollars (\$31,408.92). If the Rent Commencement Date is other than the first day of the month, rent shall be prorated appropriately. The foregoing rent shall be effective for the balance of the Initial Term and any Extended Terms. As used herein, "Rent Commencement Date" means the earlier of (i) the first day after the expiration of one hundred eighty (180) days after the Delivery Date, or (ii) the date Tenant begins doing business in the Expansion Area. When the Rent Commencement Date has been ascertained, it shall be set forth in a written agreement between the parties which shall be attached to the Lease as a part thereof.

(c) Effective on the Rent Commencement Date, Tenant shall pay to Landlord Percentage Rental, which shall be deemed additional rental hereunder, in a sum equal to one percent (1%) of Gross Retail Sales in a Lease Year between Thirty-Seven Million Six Hundred Ninety Thousand Seven Hundred Dollars (\$37,690,700) and Forty-Two Million Two Hundred Twenty Thousand Six Hundred Ninety-Nine Dollars (\$42,220,699), inclusive, and one-half of one percent ($\frac{1}{2}\%$) of Gross Retail Sales in such Lease Year in excess of Forty-Two Million Two Hundred Twenty Thousand Six Hundred Ninety-Nine Dollars (\$42,220,699). Percentage Rental payable for any Lease Year in which the Rent Commencement Date occurs shall be prorated appropriately [using a weighted average of the break points in effect for the portion of the year prior to the Rent Commencement Date (based on the length of such portion of such year) and the breakpoints

provided for in this paragraph for the remainder of such year (based on the length of such portion of such year) and multiplying gross sales for such year in excess of such modified (i.e. average) breakpoints by the applicable percentage]

5 **Leased Space** Effective on the Rent Commencement Date, the term "Leased Space" as used in the Lease shall mean the Leased Space as defined in the Lease prior to its amendment hereby (51,060 s f) and the new building constructed in the Expansion Area (estimated at 18,010 square feet), the estimated square footage of the Leased Space under the Lease shall therefore be sixty-nine thousand seventy (69,070) square feet and the Landlord's architect shall, following the Rent Commencement date, certify to Landlord and Tenant the actual square footage of the Expansion Area and the Leased Space, provided that Tenant's Pro Rata Share for the Expansion Area shall be determined as provided under paragraph 9, below (using the actual square footage as so certified by Landlord's architect), and a site plan in the form attached as Exhibit A, but with as built dimensions, shall be substituted for the site plan currently attached to the Lease

6 **Force Majeure** If Tenant or Landlord shall be delayed or prevented from the performance of any of its obligations hereunder by reason of acts of God, riots, civil commotions, strikes, lockouts or other cause, without fault, and beyond the reasonable control of Tenant or Landlord (collectively, "Force Majeure"), such obligations shall be excused for the period of delay and the period set forth for the performance of such obligations shall be extended for a period equivalent to the period of such delay. No obligation shall be excused for the period of the delay unless, within ten (10) days after the occurrence of the Force Majeure and at reasonable intervals thereafter, the party claiming Force Majeure notifies the other of the occurrence of the Force Majeure in reasonable detail and describes the steps the party is taking to overcome such Force Majeure

7 **Consents.** Landlord represents and warrants to Tenant that no consents from any mortgagees or other third parties are required for the amendment of the Lease as provided herein

8 **Consent to Payments to Plaza, Inc.** Landlord consents to Tenant making rent payments directly to Plaza, Inc. as contemplated by paragraph 9, below and all such payments shall be credited to the rent due to Landlord hereunder

9 **Common Area Maintenance, Insurance, Real Estate Taxes** Tenant acknowledges that it will receive and pay two separate bills for its proportionate share of Common Area Maintenance Expenses (Section 7.1.3 of the Lease) Real Estate Taxes (Section 6.8 of the Lease) and Insurance (Section 10.1 of the Lease), one of such bills shall be from Plaza, Inc. for the Expansion Area and the other shall be from Landlord for the Leased Space without regard to the Expansion Area (unchanged from Tenant's existing proportionate share of the Plaza Development, Ltd Shopping Center). Tenant's proportionate share of such expenses for the Expansion Area shall be based upon the amount of leasable area in the Expansion Area (as finally determined by Landlord's architect as provided under paragraph 5 above) divided by the amount of leasable area in the shopping center of which the Expansion Area is a part (i.e. the Plaza, Inc. shopping center), and be determined as set forth in such sections of the Lease. Tenant acknowledges that the leaseable area in the Plaza Inc. shopping center shall be determined by taking the existing (i.e. prior to this amendment) leaseable area in such shopping center (103,075 square feet) subtracting 17,013 square

feet (being the area Plaza Inc is giving up to make room for Tenant's expansion) and then adding the actual leaseable area of (i) the Expansion Area (estimated at 18,010 square feet) and (ii) the portion of suite 1229 remaining after construction of the new demising wall (approximately 4400 square feet) which will be adjacent to the Expansion Area (and presently intended to house a State Liquor store) For illustrative purposes that amount as described above is estimated at 108,472 square feet

10 Restrictions on Use

(a) No part of the Expansion Area shall be used or operated in violation of the Lease Restrictions set forth on the attached Exhibit D, which is incorporated herein. Tenant shall have the right to operate, as a use incidental to its primary use, a pharmacy selling prescription drugs in the Leased Space

(b) Notwithstanding the terms of the Lease, but without in any way adding any additional restriction on Landlord, Landlord or its affiliate, Plaza, Inc., may enter into up to one lease for any space in the Shopping Center with Family Dollar Stores or with another retailer operating with a similar concept, notwithstanding that such retailer carries some grocery or staple items, provided no more than the lesser of (i) fifteen percent (15%) or (ii) 2,250 square feet of such retailer's sales area is devoted to grocery sales

(c) As shown on Exhibit B, a narrow graded area will be available for access to Suite 1229. The doorway depicted as the Festival access door shall be used by Tenant, its agents, employees and contractors, only for emergency access and for access by delivery drivers. No loading or unloading shall take place through such access door and no inventory, trash or other items shall be placed or stored in the area outside of such access door. The crosshatched area shown on Exhibit B shall not be used by Tenant for parking, loading, unloading, ingress, egress or for any other purpose

11 Lease Remains in Full Force and Effect Except as amended as provided herein, the Lease remains unmodified and in full force and effect and Landlord and Tenant acknowledge that neither party is in default thereunder. In the event of a conflict between the terms of the Lease and the terms of this Tenth Amendment to Lease, the terms of this Tenth Amendment to Lease shall control. Capitalized terms used herein and not defined herein have the same meaning as in the Lease

12 Consent of Plaza, Inc.

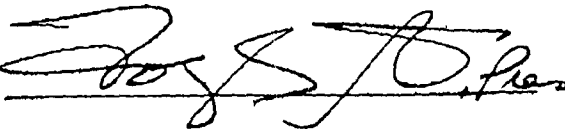
(a) Plaza, Inc., lessor to Landlord under a Land Lease (the "Land Lease") of a portion of the land upon which the Expansion area is located (i) consents to the foregoing Lease Amendment, (ii) agrees that Landlord is not currently in default under the Land Lease and agrees to give Tenant notice of and an opportunity to cure any default by Landlord under the Land Lease, and (iii) agrees that so long as Tenant pays to Landlord (or to Landlord and Plaza, Inc. in the event of a default by Landlord under the Land Lease) the rent required herein and otherwise performs Tenant's obligations under the Lease, Tenant's possession of the Premises shall not be diminished or interfered with by Plaza, Inc., provided that if the Land Lease is terminated during the term of the

Lease (including any renewal provided for therein) Plaza, Inc shall recognize Tenant as the Tenant under the Land Lease and Tenant shall be bound to and attorn to Plaza, Inc for a portion of the rent, percentage rent, common area maintenance charges, insurance and real estate taxes as provided in the Land Lease (provided that in no event shall Tenant's obligations under the Lease as amended herein increase) for the balance of the term hereof with the same force and effect as if Plaza, Inc were the landlord under this Lease for such portion of the Leased Space

(b) Landlord represents and warrants to Tenant that Plaza, Inc is not in default in the performance of its obligations under the Land Lease

IN WITNESS WHEREOF, the undersigned have executed this Lease Amendment as of the day first above written

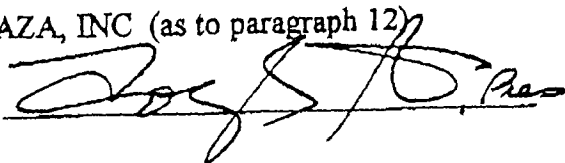
PLAZA DEVELOPMENT, LTD ,

By 

FLEMING COMPANIES, INC.,
an Oklahoma corporation

By 

PLAZA, INC (as to paragraph 12)

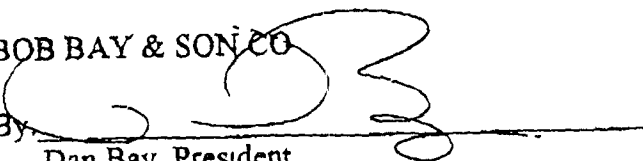
By 

CONSENT OF SUBLESSEE

The undersigned Sublessee of the Leased Premises, as defined in the Lease, hereby accepts and agrees to this Tenth Amendment to Lease

SUBLESSEE

BOB BAY & SON CO

By 
Dan Bay, President

STATE OF new york,
COUNTY OF Westchester, ss

BE IT REMEMBERED, that on this 15th day of May, 2002, before me, the subscriber, a Notary Public in and for said County and State, personally came the above named Plaza Development, Ltd, an Ohio limited liability company, by Toby G Ritter, its Vice President, duly authorized by said limited liability company, acknowledged the signing of the same to be its voluntary act and deed for and as the act and deed of said limited liability company, for the uses and purposes therein mentioned

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year first aforesaid.

Scott A. Shoureck
Notary Public

SCOTT A. SHOURECK
Notary Public, State of New York
No 01SH5053875
Qualified in Westchester County
Commission Expires 12/24/05

REAL PROPERTY LEASE
BETWEEN
PARKWAY LIMITED BUILDING PARTNERSHIP, LESSOR
AND
S M FLICKINGER CO , INC., LESSEE

MEMORIAL PLAZA SHOPPING CENTER
LANCASTER, OHIO

DATED AS OF JULY 16, 1990

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EXHIBITS

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Exhibit "C"	- S.P.E.C.S. Requirement Plans
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Exhibit "D-1"	- Construction Plans
Exhibit "E"	- Addendum to Lease
Exhibit "F"	- Memorandum of Lease
Exhibit "G"	- Non-Disturbance, Attornment and Subordination Agreement
Exhibit "H"	- Non-Disturbance and Attornment Agreement

SHOPPING CENTER LEASE

THIS LEASE, entered into as of July 26, 1990, by and between PARKWAY BUILDING LIMITED PARTNERSHIP, a New York limited partnership, hereinafter referred to as "Lessor", and S M. FLICKINGER CO., INC , a New York 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 building space consisting of approximately ^{49,340}~~48,714~~ square feet of space to be constructed on the Real Property pursuant to the provisions of Paragraph "5" hereof and designated as "Supermarket" on 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 Memorial Plaza Shopping Center, 1215 Memorial Drive, Lancaster, Ohio

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 (the "Initial Term"), unless sooner terminated as herein provided or unless extended or renewed upon the terms hereinafter stated.

3.1 Commencement Date. The Commencement Date shall be the date which is the earlier of (i) the expiration of sixty (60) days after the Lessor has completed substantially all of Lessor's Work (as defined in Subparagraph "5.1") and has delivered the Leased Space to Lessee for preparation for opening for the transaction of business therein, and Lessee has been notified in writing of said substantial completion and delivery, or (ii) the day that Lessee makes its first retail sale in the Leased Space; provided, however that notwithstanding any other term or condition hereof to the contrary, the Lessee shall not be obligated to commence its transaction of business in the Leased Space or commence the Initial Term of this Lease (a) until Lessee shall have been provided with a (i) certificate of occupancy (or local equivalent permitting the Leased Space to be legally occupied) for the Leased Space and (ii) a certificate from the surveyor, the project architect or the flood plain engineer certifying that the elevation of the Leased Space is above the 100 year flood plain elevation, or (b) during the months of November and December. For purposes of subdivision (i) above, the date of substantial completion shall be determined by a certificate of the project architect.

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

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. It is agreed that such entry does not constitute acceptance of the Leased Space as being completed; that Lessee shall not interfere with completion of Lessor's Work; and, that Lessee shall not be required to enter the Leased Space until substantially all of the Lessor's Work has been completed. In the event of a conflict between Lessor's Work and Lessee's Work, Lessee will give Lessor's work priority.

Lessee acknowledges that Lessor will be performing certain construction work in the Leased Space and Lessee agrees not to interfere, interrupt, hinder or delay the completion of such construction work at the earliest possible date. In the event of any interference or conflict, Lessee, upon demand of Lessor, shall cause all contractors, mechanics or laborers, or all materials causing such interference, difficulty or conflict, to leave or be removed from the Leased Space immediately. In the event Lessee or its agents, contractors or employees enter upon the Leased Space prior to the Commencement Date pursuant to this Paragraph "3.2", Lessee shall be bound by all of the terms of this Lease except the obligation to pay rent, real estate taxes, Lessee's CAM Contribution (as defined in Section 7.1 3) and utility charges (other than charges for utilities consumed by Lessee or its

contractors, mechanics or laborers).

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

4. RENTAL.

Lessee agrees to pay Lessor as rental for the Leased Space the following without setoff, abatement or deduction except as specifically provided herein. All rental shall be paid to Lessor at the address set forth in Subparagraph "17.2". All rental and other payments to be made by Lessee hereunder shall be paid by good check drawn on a bank organized and having an office in the continental United States.

4.1 Minimum Rental.

(a) For the first and second Lease Years (as hereinafter defined) and the first six (6) months of the third Lease Year the annual Minimum Rental for the Leased Space shall be Two Hundred ~~Forty-Three~~ ^{Forty-Six} Thousand Seven ^{\$246,700} ~~Five Hundred Seventy~~ and No/100 (~~\$243,570~~) Dollars payable at the rate of ^{Five} ~~Twenty Thousand Two Hundred Ninety-Seven~~ ^{Fifty-Eight} and ^{30/100} ~~50/100~~ (~~\$20,297.50~~) ^{\$20,558 30} Dollars per month in advance beginning on the Commencement Date and continuing thereafter on the first day of each calendar month through and including the sixth (6th) month of the third Lease Year.

(b) For the second six (6) months of the third Lease Year and for the fourth and fifth Lease Years, the annual Minimum Rental for the Leased Space shall be Two Hundred ~~Sixty-Seven~~ ^{Seventy-One} Thousand ~~Nine~~ ^{Three} Hundred ~~Seventy~~ ^{Seventy} ~~Twenty-Seven~~ ^{\$271,370} (~~\$267,927~~) Dollars payable at the rate of Twenty-Two Thousand ~~Six~~ ^{Fourteen} Hundred ~~Twenty-Seven~~ ^{20/100} and ~~25/100~~ ^{\$22,614 20} (~~\$22,327.25~~) per month in advance beginning on the first day of the seventh (7th) month of the third Lease Year and continuing thereafter on the first day of each calendar month through and including the last month of the fifth Lease Year.

(c) For the sixth through the twentieth Lease Years and for any Extended Terms the annual Minimum Rental for the Leased Space shall be Two Hundred ~~Eighty~~ ^{Eighty-Three} Thousand ~~One~~ ^{Seven} Hundred ~~Five~~ ^{Five} and ~~50/100~~ ^{00/100} (~~\$280,105.50~~ ^{\$283,705.00}) Dollars per Lease Year payable at the rate of Twenty-Three Thousand ~~Three~~ ^{Six} Hundred ~~Forty-Two~~ ^{10/100} and ~~13/100~~ ^{\$23,642.10} (~~\$23,342.13~~) Dollars per month in advance beginning on the sixth (6th) anniversary of the Commencement Date and continuing thereafter on the first day of each calendar month during the Initial Term and any Extended Term of this Lease.

4.2 Percentage Rental. Lessee shall pay to Lessor Percentage Rental, which shall be deemed additional rental hereunder, in the sum equal to one-half (1/2%) percent of the Gross Retail Sales (as hereinafter defined) from transactions made in, on or from the Leased Space during each Lease Year in excess of the following: for the first and second Lease Years and the first six (6) months of the third Lease Year Percentage Rental shall be due and payable on Gross Retail Sales in excess of Twenty-Four Million ~~Three~~ ^{Six} Hundred ~~Fifty-Seven~~ ^{Seventy} Thousand and no/100 (~~\$24,357,000~~ ^{\$24,670,000}) Dollars annually; for the second six (6) months of the third Lease Year and the fourth and fifth Lease Year Percentage Rental shall be due and payable on Gross Retail Sales in excess of ~~Twenty-Six~~ ^{Twenty-Seven} Million ~~Seven~~ ^{One} Hundred ~~Ninety-Two~~ ^{Thirty-Seven} Thousand ~~Seven~~ ^{Seven} Hundred

\$27,137,000

~~(\$26,792,700)~~ Dollars annually; for Lease Years Six through Twenty and any

Extended Terms, Percentage Rental shall be due and payable on Gross Retail

Sales in excess of Twenty-Eight Million ~~Ten Thousand Five Hundred Fifty~~ Three Hundred Seventy Thousand

\$28,370,500

~~(\$28,010,550)~~ Dollars annually.

4.2.1 Gross Retail Sales. The term "Gross Retail Sales"

shall mean the aggregate amount of the gross and total sales for cash or credit made by Lessee or any other person or party performing services or selling merchandise in the Leased Space at, from and through its store and business located and conducted upon the Leased Space including, without limitation, sales or service transactions which originate at or from the Leased Space but which are delivered or performed elsewhere or which are shipped out of another location. The term Gross Retail Sales as used herein shall not include any of the following: (a) 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 sales receipts at the Leased Space and which are collected by Lessee (or its sublessee) on behalf of the applicable taxing authorities, (d) returns of merchandise for a refund, (e) sale of lottery tickets, (f) sale of items for charitable purposes and (g) 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 Retail Sales.

4.2.2 Lease Year. The term "Lease Year" shall mean the period of twelve (12) consecutive calendar months commencing with the Commencement Date and each succeeding period of twelve (12) consecutive months during the term of this Lease, provided if the Commencement Date is other than the first day of a calendar month the first Lease Year shall include said

twelve (12) months and the partial month in which the Commencement Date occurred. If the Commencement Date is not the first day of a calendar month, a prorata portion of the rent then due shall be paid to bring the billing cycle to the first of the month. The installment for such partial month shall be due and payable on the Commencement Date.

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 the end of the Lease Year. Lessee agrees to furnish to Lessor, as soon as reasonably possible after the end of Lease Year (and in no event later than sixty (60) days after the end of each Lease Year), a statement prepared and certified by an officer of Lessee, showing the amount by months of such Gross Retail Sales at the Leased Space during the preceding Lease Year together with payment of any Percentage Rentals due. Lessee agrees that once each year, Lessor, or its duly appointed accountant, at Lessor's expense, shall have the right to inspect the books and records of the store business conducted in the Leased Space in order that Lessor may ascertain and verify the amount of Gross Retail Sales made at the Leased Space, but Lessor's right to inspect such records for any Lease Year shall expire three (3) years after the end of each such Lease Year. All books and records with respect to the business conducted at the Leased Space shall be kept at the Leased Space. If such inspection of Lessee's books and records discloses a discrepancy in gross sales in excess of one (1%) percent, then the reasonable cost of such audit shall be borne by Lessee. Lessee agrees to provide quarterly sales reports to Lessor.

5 CONSTRUCTION OF LEASED SPACE

5 1 Construction Plans The Leased Space shall be constructed by Lessor, at its expense, according to plans and specifications for the Leased Space (the "Construction Plans") to be prepared at Lessor's expense in accordance with Lessee's S P E C S Requirement Plans identified in Exhibit "C" attached hereto and Lessee's S P E C S Building Design Specifications attached hereto as Exhibit "D" Lessee's S P E C S Plans and Specifications shall be incorporated into the Construction Plans and such Construction Plans when approved by Lessee pursuant to the provisions of this Paragraph "5 1" shall become a part of the Lease as Exhibit "D-1"

Within thirty (30) days of receipt of the Construction Plans, Lessee shall notify Lessor in writing as to whether the Construction Plans are approved or not approved If the Construction Plans are not approved, Lessee's written notification shall set forth with reasonable specificity all deficiencies in the Construction Plans If Lessee shall fail to approve or disapprove the Construction Plans within thirty (30) days of its receipt of same, the Construction Plans shall be deemed approved If Lessee shall notify Lessor of any deficiencies in the Construction Plans, Lessor shall promptly revise the Construction Plans to correct such deficiencies and shall resubmit same to Lessee The procedure for reviewing and approving the revised Construction Plans shall be the same as the procedure for reviewing and approving the initial Construction Plans except that the time period for Lessee's approval or disapproval of the Revised Construction Plans shall be ten (10) days The Lessor shall not deviate from the approved Construction Plans without Lessee's prior written consent

The work to be performed pursuant to the Construction Plans is hereinafter referred to as "Lessor's Work" If Lessee requests a change ("Change") in the Construction Plans after same shall have been approved by Lessee, Lessor will give Lessee notice ("Change Notice") of (a) the additional cost ("Change Cost") of designing and performing such Change and (b) the estimated delay ("Delay Period") in completing Lessor's Work which will result from such Change, which Delay Period shall be estimated by Lessor in good faith Within five (5) days of Lessee's receipt of the Change Notice, Lessee shall notify Lessor as to whether it desires the Change to be performed If Lessee desires the Change to be performed, Lessee shall promptly pay to Lessor the Change Cost and the Scheduled Completion Date (as defined in Section 5.2) shall be deemed extended by the Delay Period set forth in the Change Notice If Lessee does not authorize the Change to be performed within five (5) days of its receipt of the Change Notice, Lessee's request to make the Change shall be deemed withdrawn If any Change(s) will result in an aggregate delay of more than seven (7) days in the completion of Lessor's Work, then notwithstanding anything to the contrary contained in this Lease, Lessee shall commence paying rent sixty (60) days after the date Lessor's Work would have been substantially completed but for the Change(s) requested by Lessee Notwithstanding anything herein to the contrary, no Change shall be made which will (a) violate or conflict with any laws, ordinances, rules or regulations, (b) violate any recorded instrument or other title matters affecting the Real Property or (c) in the opinion of the project architect, not be feasible to perform If mutually agreed, any disputes resulting from Changes shall be resolved by arbitration in accordance with the rules and procedures of the American Arbitration Association

Lessee's review and approval of said Construction Plans is solely a courtesy review limited to determine whether the Construction Plans conform to the Lessee's "S.P.E.C.S." Requirement Plans identified in Exhibit C annexed hereto and the Building Design Specifications identified in Exhibit D annexed hereto. Lessor shall remain solely responsible to Lessee for the accuracy and the design of the project set out in said Construction Plans.

5.2 Commencement of Construction. Lessor covenants and agrees to commence construction of Lessor's Work not later than ~~August~~ ^{November} 1, 1990. In the event Lessor shall not have commenced construction of Lessor's Work on or before ~~August~~ ^{November} 1, 1990, Lessor shall notify Lessee of such fact. Unless Lessor and Lessee mutually agree to postpone the date for commencement of construction, this Lease shall be deemed terminated and of no further force and effect. If Lessor and Lessee mutually agree to postpone the date for commencement of construction of Lessor's Work, the Scheduled Completion Date shall be changed to a date which is eight (8) months following the postponed commencement date, subject to extension for delays due to force majeure to a date which is fourteen (14) months following the postponed commencement date. In the event Lessor shall fail to have commenced the construction of the Lessor's Work by the postponed commencement date, the procedure set forth above shall be repeated. Subject to the preceding sentence, Lessor further covenants and agrees that Lessor's Work shall be substantially completed on or before ~~April~~ ^{July} 1, 1991 subject to extension of this date to a date no later than ~~October~~ ^{December} 31, 1991 due to delays resulting from force majeure ("Scheduled Completion Date"). For purposes hereof, commencement of construction shall mean the commencement of demolition of the portion of the existing building on the Real Property which is to be demolished in connection with performing Lessor's Work.

If Lessor determines that the Lessor's Work will not be substantially completed on or before the Scheduled Completion Date, Lessor will give Lessee written notice ("Delay Notice") of such fact. Lessee shall then have the option to terminate this Lease by giving written notice of termination to Lessor within ten (10) days of Lessee's receipt of the Delay Notice. Unless Lessee exercises its right to terminate this Lease within ten (10) days of its receipt of the Delay Notice, this Lease shall remain in full force. If the Lessor's Work is not completed on the Scheduled Completion Date and this Lease has not been terminated by Lessee as provided above, Lessor shall pay to Lessee, as liquidated damages, the sum of Five Hundred (\$500) Dollars per day ("Late Fee") for each and every day that substantial completion of the Lessor's Work is delayed beyond the Scheduled Completion Date. Lessor agrees that the Late Fee represents a reasonable compensation to Lessee for administrative costs and expenses which will be incurred by Lessee as a result of Lessor's Work not being substantially completed by the Scheduled Completion Date. If Lessor determines that the substantial completion of Lessor's Work will be delayed due to force majeure, Lessor shall give notice thereof to Lessee within fifteen (15) days of Lessor first becoming aware of the occurrence of the delay and thereafter shall provide detailed monthly reports to Lessee of the status of Lessor's Work. For purposes hereof, the term "force majeure" shall mean acts of God, riot, civil commotion, strikes, lock-outs, fire or other casualties, inability to obtain materials or labor, unseasonably severe weather, unforeseen existing conditions, governmental regulations or other causes beyond Lessor's control excluding, however, the inability of Lessor to meet its financial obligations

5.3 Quality of Construction. Lessor's Work shall be constructed with materials of grade and quality as specified on Exhibits "C" and "D", in a good and workmanlike manner by workmen skilled in the appropriate trades, and according to the Construction Plans.

5.4 Sealing and Restriping of Parking Area. Lessor covenants and agrees that within the time for completion of construction of the Lessor's Work as set forth herein, it will provide the Leased Space with a new facade which shall be consistent with the other portions of the Shopping Center and that the Lessor will seal and restripe the parking lot of the Shopping Center according to specifications set forth in the Construction Plans.

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 currently zoned for commercial retail use including supermarket use.

6.1.1 Flooding. Except as shown on that certain "Topographical Survey - Lancaster Plaza Shopping Center - Section 36, Township 15, Range 19 - City of Lancaster, Fairfield County, Ohio" prepared by Louis F. Haines, Surveyor, for Quadrelle Realty Services Inc., dated November 21, 1989, last redated February 5, 1990 ("Survey") (a copy of which Survey was delivered to Lessee) to Lessor's best knowledge, the Real Property is not susceptible to flooding and does not lie within a flood plain.

On or prior to the Commencement Date, Lessor shall provide Lessee with a certification from the surveyor, the project architect or the flood plain engineer certifying that the elevation of the Leased Space is above the 100 year flood plain elevation.

6 2 Quiet Enjoyment. Lessor has good and marketable indefeasible fee simple title to the Real Property and warrants that as of the commencement of construction of Lessor's Work, there will be no encumbrances or liens thereon except as set forth on Exhibit "B-1" attached hereto. With respect to the mortgage lien listed on Exhibit "B-1", Lessor shall deliver to lessee on or before the commencement of construction of Lessor's Work, an executed non-disturbance agreement (in the form of Exhibit "H") in recordable form. Lessor has delivered to Lessee a Leasehold Title Insurance Commitment issued by Lawyers Title Insurance Company No. 51280-201. On or before the commencement of construction of Lessor's Work, Lessor shall comply with all requirements under the Commitment to issue Lessee's Leasehold Title Policy and will have caused the title company to delete all exceptions to title except for those set forth on Exhibit "B-1" attached hereto and made a part hereof which exceptions are approved by Lessee. If Lessor is unable to remove such exceptions to title or comply with its requirements by the commencement of construction of Lessor's Work, then Lessee may (1) terminate this Lease with no further liability to either party by giving written notice of termination to Lessor, or (11) allow Lessor to cure such title defects within a reasonable period of time 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 subject to the terms of this Lease. As of the Commencement Date, the Leased Space shall be free from obnoxious fumes, odors and unsanitary conditions.

If there shall occur a material default with respect to Lessor's obligations contained herein such that Lessee is deprived of the right to use the Leased Space for its intended purpose and Lessor shall fail to cure such default within thirty (30) days of receipt of written notice from Lessee specifying the nature of such default (or if such default is not capable of being cured within said thirty (30) day period, if Lessor shall not have commenced the necessary curative action within said thirty (30) day period and thereafter diligently prosecute same to completion), Lessee shall have the right to terminate this Lease by giving written notice of termination. If Lessee exercises its right to terminate this Lease, this Lease shall terminate thirty (30) days after Lessor's receipt of the written termination notice unless the default shall have been cured by such date or if the default is not capable of being cured within said thirty (30) day period unless Lessor has commenced the necessary curative action and thereafter diligently prosecutes such curative action to completion.

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 building erected in the portion of the Real Property designated as "No Build Area" on Exhibit "A" attached hereto. Lessee is not prohibited by any existing Shopping Center lease from selling beer and wine in the Leased Space. No portion of the Real Property shall be used for a bowling alley, theater, night club, or other place of recreation or amusement, unless designated on Exhibit "A" attached hereto or approved in writing by Lessee and no portion shall be used as a billiard parlor, video arcade or auto service station unless such business is at least 100 feet from the front door of the Leased Space. Neither Lessor nor any affiliate or related party shall,

without Lessee's prior written consent, own, operate or grant any lease or permit any assignment or sublease for a store (or any portion of a store) in the Shopping Center or on any of Lessor's real estate located within 1,500 yards of the Shopping Center which permits a tenant under such lease to sell or offer for sale groceries, meats, poultry, seafood, dairy products, fruits, vegetables or baked goods, provided that the foregoing restriction shall not be deemed to prohibit (a) a restaurant serving prepared food for on or off premises consumption (other than prepared food platters for off-premises consumption) or (b) any tenant who devotes less than ten (10%) percent of its sales area to grocery sales. In the event of any violation of the terms of this Subparagraph "6.3," Lessee shall give Lessor written notice thereof. If such violation is not cured within thirty (30) days of Lessor's receipt of said written notice, then, provided that Lessee is not in material default hereunder and without limiting Lessee's right to specifically enforce the provisions of this Section 6.3, the daily Minimum Rental determined in accordance with Subparagraph "4.1" shall be abated by fifteen (15%) percent until said violation is cured.

Lessor represents that none of the tenant leases listed as Exhibit B-1 prohibit's Lessee's use of the Leased Space for a supermarket.

6.4 Site Plan. The site plan attached hereto as Exhibit "A" is an accurate representation of the Shopping Center and the Leased Space after completion of Lessor's Work. No changes shall be made to the area designated as "No Build Area" on such site plan without the prior written consent of Lessee, provided that Lessee acknowledges that Lessor shall have

the right, without obtaining Lessee's consent, to construct improvements and/or make changes to any portion of the Real Property other than the area designated as "No Build Area" on the site plan.

6.5 Use of Common Areas of Shopping Center. Lessee and its employees, agents, officers, invitees and customers shall have non-exclusive unrestricted access to the access areas, parking area and all common areas of the Shopping Center and to any additional access areas, parking areas and other common areas located on the Real Property. Lessor represents and covenants upon completion of the Leased 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 in the "No Build Area" shall be as shown on Exhibit "A" hereto. Except for the access and parking rights, if any, relating to the "Slater Building" and the Buckeye Building shown on the site plan attached hereto as Exhibit "A", no tenants, owners, occupants or other users of land adjoining the Real Property shall be allowed access to, from or across the Real Property or use of the parking lot, 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 reasonably satisfactory to Lessee. If future tenants of the Slater Building occupy more parking spaces in the Shopping Center than the current tenants, Lessee shall have the right, at its expense, to install a chain link fence on the boundary line separating the Slater Building from the Real Property. Lessee shall notify Lessor prior to installing such fence.

6.6 Utilities Lessor or the applicable utility company, at no expense to Lessee, shall furnish and install adequate utility lines to serve the Leased Space, which utilities serving the Leased Space shall be separately metered, all as provided in the Construction Plans. Except for construction defects relating to Lessor's Work, Lessee shall be responsible, at its sole expense, for repairing, maintaining and replacing all utility lines in the Leased Space. Lessor shall have no liability to Lessee for the quality of utility service or any interruption in utility service unless caused by the negligence of Lessor. Lessee shall pay all bills for the separately metered utility services which it uses at the Leased Space when such bills are due. If additional utilities are required or if any changes to the utilities initially installed by Lessor are required or desired after the Commencement Date, then Lessee shall provide such additional utilities at its cost.

6.7 Compliance With Laws (a) Subject to the following sentence, Lessor agrees to make, at Lessor's own cost and expense, all necessary structural changes, additions, alterations and improvements to the Leased Space 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 present and/or future laws, ordinances, rules and regulations of all duly constituted city, county, state or federal authorities (collectively, "Laws"). Lessee agrees to make any such structural changes, additions, alterations and improvements resulting from the use and occupancy of the Leased Space by Lessee or any assignee, subtenant or licensee.

(b) Except as otherwise provided in Subparagraph (a) above, Lessee, at its sole expense, shall promptly comply with or cause compliance with all Laws relating to the Leased Space, the use and occupancy of the Leased Space and the business conducted at the Leased Space.

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 and the Real Property or any part thereof by reason of the ownership thereof shall be paid and discharged by Lessor before becoming delinquent; provided, the Lessee shall pay to the Lessor, its proportionate share of such taxes based on the Leased Space as a percentage of the total leasable area in the Shopping Center. All such taxes for which Lessee is liable hereunder for the calendar years of commencement and termination of this Lease shall be prorated from the commencement date and to the termination date of the term of the Lease. Such taxes shall be paid to Lessor within thirty (30) days after the calculation of its share of such taxes based on a bill for such taxes on the Shopping Center and the Real Property, which tax bill shall be delivered by Lessor to Lessee. This Subparagraph "6.8" shall not be deemed or construed to require Lessee to pay or discharge (a) any tax which may be levied upon the income, profits or business of Lessor, (b) any 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 or (c) any personal property tax provided, however, that Lessee shall be responsible for its proportionate share of personal property taxes imposed on personalty and equipment used in the operation and maintenance of the Shopping Center. To the extent any personalty and equipment is not used exclusively for the operation and or maintenance of the

Shopping Center, the applicable personal property tax shall be equitably prorated based on the usage of such personalty at the Shopping Center. 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 two (2) years after the taxes shown on such statement have become delinquent.

Notwithstanding anything in this Subparagraph "6.8" to the contrary, if the holder of a mortgage covering the Real Property (or any portion thereof) requires that taxes be escrowed periodically, Lessee shall pay to Lessor its pro rata share of such tax escrow amount. If taxes are escrowed on a monthly basis by the mortgage holder, Lessor shall give Lessee written notice thereof, whereupon Lessee shall pay one-twelfth of the estimated annual tax charge with each monthly installment of Minimum Rental (beginning with the month following the receipt of such notice) together with any lump sum payment required to be made by the mortgage holder at the time such escrow is established in order to provide sufficient funds to pay the first installment(s) of taxes becoming due after the tax escrow is established. If the mortgage holder escrows taxes on other than a monthly basis, Lessee shall pay its pro rata share of such escrow amount at least seven (7) business days prior to the date in which Lessor is required to make payment to the mortgage holder. In the event Lessee shall make payment hereunder based on estimated tax amounts, Lessor shall promptly revise the amount of Lessee's escrow payments when the actual amount of taxes is determined and the parties shall promptly adjust any overpayment or underpayment by Lessee.

6.9 Survey. Lessor agrees that it has received and approves the Survey.

6.9.1 As-Built Survey. Within thirty (30) days from the date of completion of Lessor's Work, Lessor shall furnish to Lessee an update of the Survey showing the exact location of the Leased Space (as built) and any other changes to the Real Property since February 5, 1990 (being the last revision date of the Survey). Prior to delivery of possession of the Leased Space to Lessee, Lessor's architect shall certify the exact square footage of the Leased Space from the outside of the exterior walls (except for any common walls which shall be from the middle of the interior of such wall) and the Minimum Rental due hereunder shall be adjusted accordingly to reflect such square footage as follows. (i) during Lease Years One and Two and the first six (6) months of the third Lease Year \$5.00 per square foot; (ii) during the second six (6) months of the third Lease Year and the fourth and fifth Lease Years \$5.50 per square foot; and (iii) during Lease Years Six through Twenty and during any Extended Terms \$5.75 per square foot.

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 (collectively, "Hazardous Waste Laws").

6.10.2 Lessor's Representations. Lessor represents and warrants that, to the best of Lessor's knowledge and except as set forth in that certain report, dated December 11, 1989 by S.E.A., Inc., addressed to David Bowman (the "Report"), no Hazardous Substances have been discharged, dispensed, released, stored, treated, generated, disposed or allowed to escape on, under, or from the Leased Space by Lessor. Lessor further represents and warrants that, to the best of its knowledge and except as set forth in the Report, no asbestos or asbestos containing materials nor any polychlorinated biphenyls nor any underground storage tanks have been installed, used, incorporated into or disposed of on or under the Leased Space by Lessor. Lessor agrees that it will not discharge, dispense, release, store, treat, dispose of or allow to escape onto or under the Real Property any Hazardous Substances except in compliance with all Hazardous Waste Laws. Lessor agrees that such representations and warranties shall survive any expiration or termination of the Lease. Lessor agrees to indemnify and hold harmless the Lessee from any and all costs, expenses, claims and damages arising out of a breach of any of the foregoing warranties and agreements unless resulting from the acts, negligence or omissions of Lessee or its employees, contractors, agents or invitees.

6.10.3 Lessee's Representations. Lessee represents and warrants that, except for items commonly sold in or items commonly utilized in the operation and maintenance of supermarkets (the handling of which Lessee covenants shall be done in compliance with all Hazardous Waste Laws), that during the term of this Lease, no Hazardous Substances will be used or stored at or discharged on or about the Leased Space. Lessee agrees that the representations, warranties, agreements and indemnity contained herein shall

survive any expiration or termination of this Lease. Lessee agrees to indemnify and hold harmless the Lessor (and its partners, principals, directors and/or officers) from any and all costs, expenses, claims and damages arising from (a) the breach of any of the foregoing warranties and agreements of Lessee unless resulting from the acts, negligence or omissions of Lessor or its employees, contractors, agents or invitees and (b) the presence of any Hazardous Substances on or about the Leased Space.

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.

7.1.1 Maintenance of Leased Space by Lessor. Lessor, at its sole cost and expense, shall keep in repair and replace as necessary the roof and the demising walls of the Leased Space and shall be responsible for all interior and exterior structural repairs required to be made to the Leased Space (or any portion thereof) provided, however, that Lessee (and not Lessor) shall be responsible, at its sole cost and expense, for any structural repairs or replacements to the Leased Space required as a result of the acts, negligence or inactions of Lessee or its employees, agents, contractors and/or invitees.

7.1.2 Maintenance of Common Area by Lessor. The term "Common Areas" shall mean all areas which are now or hereafter made available for the general use, convenience and benefit of Lessor, Lessee and all other

tenants of the Shopping Center including, without limitation, parking areas, driveways, sidewalks, canopy areas and landscaped and planted areas. Lessor shall be responsible for operating, maintaining, administering, providing security if required, cleaning, exterminating, repairing, replacing and lighting the Common Areas including, without limitation, the following:

- (a) keeping the parking area repaired, lighted, striped, clean and free of all debris, ice and snow (including, without limitation, plowing and sweeping the parking area);
- (b) keeping the sidewalks repaired, clean and free of all debris and ice and snow (provided, however, that the sidewalks directly adjacent to the Leased Space shall be the responsibility of the Lessee to repair, clean and keep free of debris and ice and snow);
- (c) maintaining and replacing the landscaping;
- (d) on-site manager to the extent such manager's services are related to the Shopping Center and expenses related thereto;
- (e) keeping all other portions of the Common Area clean, lighted and repaired and free of all debris and ice and snow (including, without limitation, cost of electricity to light the Common Areas and plowing and sweeping);
- (f) maintaining, repairing, replacing, operating, cleaning and lighting all signs located in the Common Areas (including, without limitation, cost of electricity to light such signs);

- (g) painting the exterior of the Shopping Center buildings;
- (h) maintaining, repairing and replacing the canopies and the roof, drains and gutters on such canopies.

The foregoing are hereinafter collectively referred to as "Common Area Maintenance".

Notwithstanding anything to the contrary contained herein, Lessee shall be liable to Lessor for any repairs required to be made to the Common Area as a result of the negligence of Lessee or its agents, employees, contractors or invitees

7.1.3 Payment of Common Area Expenses. Lessee shall pay to Lessor (a) Lessee's Pro Rata Share (as hereinafter defined) of all expenses incurred for Common Area Maintenance (excluding charges for depreciation of equipment and the costs of resurfacing the parking area more than once every five (5) years) plus (b) a sum in respect of Shopping Center management expenses not to exceed five (5%) percent of Lessee's Pro Rata Share of all Common Area Maintenance expenses (collectively, "Lessee's CAM Contribution"). Payment of Lessee's CAM Contribution shall be made in accordance with the provisions of this paragraph. The term "Lessee's Pro Rata Share shall mean a fraction the numerator of which is the area of the Leased Space and the denominator of which is the leaseable area of the Shopping Center;

- (a) From and after the Commencement Date, but subject to adjustment as provided in Subparagraph (b), Lessee shall pay to Lessor concurrently with the monthly

installments of Minimum Rental payable pursuant to Paragraph "4" above, an amount estimated by Lessor to be Lessee's CAM Contribution for such month; and

- (b) Within ninety (90) days following the end of each calendar year, Lessor shall furnish Lessee a statement covering such calendar year, showing the actual amount of Lessee's CAM Contribution for such calendar year and the payments made by Lessee with respect to such period pursuant to Subparagraph (a). If the amount of Lessee's CAM Contribution exceeds Lessee's payments during such calendar year, Lessee shall pay to Lessor the deficiency within thirty (30) days after receipt of such statement. If said payments exceed Lessee's CAM Contribution, the excess shall be credited against payments subsequently coming due to Lessor pursuant to Subparagraph (a) or shall be paid to Lessee if the lease term has then ended. Notwithstanding anything to the contrary contained herein, Lessee shall have no obligation to reimburse Lessor any amounts otherwise owing in respect of Lessee's CAM Contribution if an annual statement is received more than two (2) years after the end of the applicable fiscal year. If requested by Lessee, Lessor, at its option, shall either provide copies of paid bills for common area maintenance expenses or make Lessor's books and records with respect to Common Area Maintenance expenses available for inspection by Lessee or its agents.

7.1.4 Lighting of the Common Areas. Lessor shall keep the parking area lights and other lights servicing the Common Areas on each day from dusk until 12 midnight ("Standard Lighting Hours") as part of the Common Area Maintenance. Until Lessee notifies Lessor in writing to cease

lighting the Common Areas during hours other than the Standard Lighting Hours, Lessor shall arrange to light the Common Areas during hours other than the Standard Lighting Hours. Lessee shall promptly, upon receipt of a bill, pay to Lessor the cost of lighting the Common Areas during hours other than the Standard Lighting Hours. Any such bill shall reflect the actual cost of providing such lighting without any profit to Lessor.

7.1.5 Exclusion of Buckeye Building. Lessee acknowledges that the Buckeye Building (and the land on which it is located) as shown on Exhibit "A" comprise a separate tax parcel and that same are not part of the Shopping Center. Accordingly, the leaseable area of the Buckeye Building shall not be included in the leaseable area of the Shopping Center for purposes of computing Lessee's Pro Rata Share of Common Area Maintenance expenses, taxes and insurance.

7.2 Maintenance by Lessee. Lessee, at its cost, shall keep the interior of the Leased Space and the compactor area, truck dock area and refuse dumpster area (if any) in good repair and in a clean and sanitary condition, and shall replace as necessary, plumbing, heating and air conditioning units, plate glass, 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. Lessee shall keep all sidewalks adjacent to the Leased Space free and clear of all debris and snow. Lessee shall at all times keep the Leased Space, the compactor area, truck dock area and refuse dumpster area (if any) free of all infestation by rodents, vermin and insects. Lessee, at its expense, shall arrange and pay for any required extermination of the Leased Space and for its trash removal from the

Leased Space. Lessee, shall be responsible, at its cost, for operating, maintaining, repairing, testing and inspecting and replacing the sprinkler system in the Leased Space.

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 interior signs in, upon and about the Leased Space as in Lessee's judgment may be necessary or desirable in the conduct of its business and to change the same in its sole discretion. Lessee shall bond against or discharge any lien on the Leased Space resulting from Lessee's work within ten (10) days of filing. All work on the Leased Space shall be performed in (a) a good and workmanlike manner, (b) compliance with all applicable Laws and insurance requirements and (c) a manner designed to minimize interference with the operation and use of the Shopping Center.

7.4 Lessor's Failure to Make Repairs. Lessee shall notify Lessor in writing of all repairs for which Lessor is responsible hereunder. Lessor shall complete said repairs within thirty (30) days from the date of said notice unless such repair cannot be reasonably completed within said thirty (30) day period in which case Lessor shall undertake actions to ascertain and/or commence said repair within said thirty (30) day period and shall diligently pursue said repair to completion. In the event of emergency repairs, ("emergency" being defined as an imminent danger to Lessee, to Lessee's property or business or to the general public), Lessee may immediately make such emergency repairs without written notice, so long as

Lessee has used reasonable effort to contact Lessor or Lessor's representatives by telephone at telephone numbers designated in writing by Lessor. After giving Lessor not less than forty-eight (48) hours prior notice of its intention to undertake repairs, Lessee shall have the right to make non-emergency repairs if Lessor has failed to make such repairs or failed to undertake actions to ascertain and/or commence and diligently pursue such repairs within thirty (30) days from the date of Lessee's notice to Lessor. Upon Lessee's completion of any of Lessor's repair obligations, Lessee shall send to Lessor statements setting forth the cost of such repairs which shall be accompanied by paid invoices verifying payment of the same, and Lessor shall pay said statement within thirty (30) days after receipt of the same. If Lessor fails to pay such statement within said thirty (30) day period, Lessee shall have the right to deduct the amount of such statement from the next following rental payment or payments.

8. ADVERTISING SIGNS.

Immediately after execution of this Lease, Lessor shall erect 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. After the Commencement Date, Lessee may erect its standard signs on the exterior of the Leased Space (excluding the roof) in a manner and location satisfactory to Lessee, provided such signs are in compliance with all applicable laws and insurance requirements. 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, insure, repair, maintain and replace 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, which obligation shall survive the expiration or termination of this Lease. In the event the Leased Space shall not be used as a supermarket, the design, location and installation of any signs on the Leased Space shall be subject to Lessor's consent, which consent shall not be unreasonably withheld or delayed.

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. The existing Shopping Center pylon sign advertising the entire Shopping Center, shall be kept in good order and repair and lighted during the evening hours of Lessee's operation, as part of Lessor's Common Area Maintenance as provided in Subparagraph "7.1". 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 Leased Space taken; provided, however, that should five (5%) percent 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 unless Lessor shall be able to replace the space taken with alternative space acceptable to Lessee, 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 thirty (30%) percent or more of the Shopping Center or fifteen (15%) percent or more of the "No Build Area" shown on Exhibit "A" shall be taken by the power of eminent domain or transfer in lieu thereof, Lessor shall give Lessee immediate written notice thereof and unless Lessor is able to replace the space taken with alternative space acceptable to Lessee, Lessee shall have the option to cancel this Lease and declare the same null and void effective thirty (30) days after such notice.

9.3 Destruction of Leased Space. In the event the Leased Space should be partially destroyed, in whole or in part, 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, after receipt of Lessor's insurance proceeds, 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 (subject to extension due to force majeure) following commencement of the restoration work. Monthly Minimum Rentals shall abate proportionately based on the leaseable area of the Leased Space which is rendered untenable and which is not occupied by Lessee. Lessor shall have no interest or claim to any portion of the proceeds of any insurance carried by Lessee on Lessee's personal property and fixtures and Lessor shall have no liability for loss or damage to any such personal property or fixtures. 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 building of which the Leased Space is a part (other than the Leased Space) should be destroyed, in whole or in part, as a result of fire or other casualty, regardless of cause, Lessor shall begin restoration of such Building within thirty (30) days of Lessor's receipt of insurance proceeds. If Lessor shall fail to fully repair or rebuild such building to a condition comparable to that which existed immediately prior to such casualty within twelve (12) months from the date of commencement of the restoration work (subject to force majeure), the Minimum Rental shall be reduced by fifteen (15%) percent until such restoration work is completed.

9.5 Best Efforts. Lessor shall use its best efforts to obtain any and all insurance proceeds due Lessor in the event of any damage or destruction provided, however, Lessor shall be responsible for obtaining all insurance proceeds within one (1) year of the occurrence of any damage or destruction.

9.6 Destruction During Last Three Years 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 during the last three (3) years of the Initial Term or any Extended Term of this Lease, Lessee or Lessor shall have an option to declare this Lease ended and terminated, and notice of this election shall be given in writing by Lessee or Lessor, as the case may be, to the other party within fifteen (15) days from the date of such damage, loss or destruction. In determining whether any such damage, loss or destruction occurred during the last three (3) years of the Initial Term or any Extended Term, Lessee shall have the right (to be exercised within ten (10) days from the date of such damage, loss or destruction) to extend the term of this Lease in accordance with the provisions of Section 3.3.

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 rental loss insurance, written by a financially responsible insurer duly authorized to do business in the State of Ohio, in an amount sufficient to prevent any coinsurance and in any event not

less than eighty (80%) percent 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 in the Shopping Center. 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 in equal monthly installments together with the monthly installments of the Minimum Rental. Within ninety (90) days following the end of each calendar year, Lessor shall furnish Lessee with a statement covering such calendar year showing the actual amount of Lessee's payments in respect of insurance for such calendar year and the actual insurance expenses incurred by Lessor (which statement shall include copies of paid insurance bills or other satisfactory evidence of payment of the insurance required to be maintained under this Section 10.1). If the Lessee's aggregate monthly payments for such calendar year exceeded Lessee's proportionate share of the insurance expenses for such calendar year, the excess shall be credited against payments subsequently coming due to Lessor or shall be paid to Lessee if the lease term has then ended. If Lessee's proportionate share of the insurance expenses for such calendar year exceeded the aggregate monthly payments made by Lessee for such calendar year, Lessee shall pay to Lessor the deficiency within thirty (30) days after receipt of such annual statement.

If available at no additional charge, Lessor shall provide Lessee with satisfactory evidence that its insurance policy contains an adequate waiver of subrogation clause in favor of Lessee. If a charge is imposed for

such waiver of subrogation, Lessor shall notify Lessee thereof and such Lessee shall have the option of paying such charge and receiving the benefit of the waiver of subrogation.

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 and such default continues for fifteen (15) days after Lessor receives written notice thereof, the Lessee shall have the right to procure such insurance and to deduct the cost thereof from any rental or other sums payable under this Lease, and the amount thereof shall be payable to the Lessee on demand with interest thereon at the rate of eighteen (18%) percent per annum from the date due until paid

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 Ohio. If available at no additional charge, Lessee shall provide Lessor with satisfactory evidence that its insurance policy contains an adequate waiver of subrogation clause in favor of Lessor. If a charge is imposed for such waiver of subrogation, Lessee shall notify Lessor thereof and Lessor shall have the option of paying such charge and receiving the benefit of the waiver of subrogation.

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, provided the proposed use by such assignee or sublessee (a) is not in conflict with an exclusive use right granted to another tenant in the Shopping Center, (b) is not in conflict with any existing use at the Shopping Center, and (c) complies with Paragraph "21.6". In addition, Lessee shall not sublease the Leased Space or any part thereof) or assign this Lease to any person or party whose primary business is real estate development Any assignee or sublessee hereunder shall be entitled to all the benefits due or accruing to Lessee under this Lease, and Lessor agrees to accept the performance of Lessee's obligations hereunder from any such assignee or sublessee. No subletting or assignment shall relieve Lessee or any guarantor of its obligations under the terms of this Lease or the guaranty of this Lease. Regardless of any assignment or subletting by Lessee, Lessor shall not change, modify or amend this Lease without the prior written consent of Lessee; provided, however, if Lessee fails to grant or withhold its consent to any proposed change, modification or amendment of this Lease in writing within thirty (30) days of receipt of a request for consent, Lessee shall be deemed to have granted its consent to the proposed change, modification or

amendment. In the event Lessee subleases or assigns the Leased Space for a non-supermarket use, the Lessor shall be entitled to fifty (50%) percent of any profit (including, without limitation, any amount(s) paid by a sublessee or an assignee in connection with the granting of a sublease or a lease assignment) that Lessee receives with respect to any such sublease or assignment. Lessee shall promptly deliver to Lessor a fully executed duplicate original of any assignment of this Lease which shall contain a provision whereby the assignee assumes all of the obligations of the Lessee hereunder. Lessee shall immediately notify Lessor of any subletting of the Leased Space (or any portion thereof) which shall include the name of the sublessee, the term of the sublease, any renewal options, the name of the individual to be contacted in the case of emergencies, and such other information as Lessor may reasonably request.

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. As used herein, discontinuance of operations shall mean the Leased Space is not open for business, holidays excepted and closure for remodeling, or for repairs after fire or other casualty excepted. In the event Lessee discontinues its operations in the Leased Space for a period of six (6) continuous months (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. 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 in accordance with the provisions and limitations contained in Paragraph "11.1" for any use not in conflict with other tenants of the Shopping Center. 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.

Notwithstanding anything herein to the contrary, in the event the Leased Space shall cease to be operated as a supermarket, Lessor shall have the right to terminate this Lease by giving written notice of termination to Lessee. Lessor's right to terminate this Lease shall be exercised by the earlier of (a) six (6) months after the Leased Space shall cease being operated as a supermarket or (b) thirty (30) days after Lessee notifies Lessor in writing of its intention to sublease the Leased Space (or any part thereof) or assign the Lease for a non-supermarket use.

12. INDEMNITY.

Subject to the waiver of subrogation provisions of Paragraphs "10.1" and "10.2" and the provisions of Paragraph "12.3", the Lessor and the Lessee shall provide the following indemnification:

12.1 Lessor's Indemnity Lessor agrees to defend and indemnify and shall hold Lessee harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring in, on or about the Shopping Center as a result of willful

or negligent acts or omissions of Lessor, its employees, agents or representatives including, but not limited to, common areas, sidewalks and parking areas, and Lessor shall carry, at its expense, public liability insurance on the Shopping Center having a combined single limit of liability of not less than Five Million (\$5,000,000) Dollars. 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 in the Shopping Center. 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 in equal monthly installments together with the monthly installments of the Minimum Rental. At least fifteen (15) days prior to the expiration of the policy renewal, certificates of such insurance covering a period of not less than six (6) months shall be furnished to the Lessee, and Lessor shall have all such policies of insurance name Lessee as an additional insured.

Within ninety (90) days following the end of each calendar year, Lessor shall furnish Lessee with a statement covering such calendar year showing the actual amount of Lessee's payments in respect of insurance for such calendar year and the actual insurance expenses incurred by Lessor (which statement shall include copies of paid insurance bills or other satisfactory evidence of payment of the insurance required to be maintained under this Section 12.1). If the Lessee's aggregate monthly payments for such calendar year exceeded Lessee's proportionate share of the insurance expenses for such calendar year, the excess shall be credited against payments subsequently coming due to Lessor or shall be paid to Lessee if the lease term

has then ended. If Lessee's proportionate share of the insurance expenses for such calendar year exceeded the aggregate monthly payments made by Lessee for such calendar year, Lessee shall pay to Lessor the deficiency within thirty (30) days after receipt of such annual statement.

12.2 Lessee's Indemnity. Lessee agrees to indemnify and shall hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of any injuries or accidents occurring in its Leased Space as a result of willful or negligent acts or omissions of Lessee, its employees, agents, representatives or invitees, and Lessee shall carry public liability insurance on its Leased Space having a combined single limit of liability of not less than Five Million (\$5,000,000) Dollars. At least fifteen (15) days prior to the expiration of the policy, certificates of such insurance covering a period of not less than six (6) months shall be furnished to Lessor, and Lessee shall have all such policies of insurance name Lessor and all mortgagees as additional insureds.

12.3 Shopping Carts. Notwithstanding anything to the contrary contained in this Paragraph "12", Lessee hereby agrees that it shall be solely liable for any and all claims arising out of or relating to the shopping carts provided for the use of the customers of the business operated in the Leased Space including, without limitation, claims for personal injury and/or property damage which occurs on or about the Real Property. Lessee hereby indemnifies and holds Lessor and any mortgagee of the Real Property harmless from and against any and all claims, suits, causes of action, actions, damages, liabilities and/or expenses (including, without limitation, legal fees and disbursements) arising out of or relating to the shopping carts provided for the use of the customers of the business operated in the Leased Space.

In the event any suit is commenced against Lessor or any mortgagee which arises out of or relates to the aforementioned shopping carts, as between the Lessor and Lessee's respective public liability insurers, the primary liability for defending such suit and paying any judgment, award or settlement relating to any such suit shall be the responsibility of Lessee's public liability insurer. Notwithstanding anything to the contrary contained in this Lease, in the event the premium for Lessor's public liability is higher due to the aforementioned shopping carts, Lessee shall be responsible for reimbursing such additional premium cost of Lessor, which reimbursement shall be made promptly upon demand.

13. DEFAULT.

13.1 Lessee's Default. (a) Notwithstanding the notice requirements set forth in Subparagraph (b) below, in the event Lessee fails to pay a monthly installment of rental or fails to pay any other amounts owing under this Lease within ten (10) days of when due, and such failure to pay rentals or other amounts within ten (10) days of when due occurs more than once in any Lease Year, then upon such second occurrence, the amount of rental or other amount due and owing shall begin to accrue interest at the rate of eighteen (18%) percent per annum from the due date prorated to the date of payment.

(b) In the event Lessee should default in payment of rental or any other amount owing by Lessee to Lessor under this Lease, Lessor shall give Lessee written notice of such default to Lessee 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 and remedies available to Lessor under the laws of the state in which the Shopping Center is located, including the right to recover reasonable attorney fees, at its option, terminate this Lease.

(c) In the event Lessee should fail to comply with any other provision of this Lease, Lessor shall give Lessee written notice of such default by certified mail. Should such default continue to exist at the expiration of thirty (30) days from the date of receipt of such notice or if such default is not capable of being cured within said thirty (30) day period, should Lessee fail to commence the necessary curative action within said thirty (30) day period and thereafter diligently prosecute such curing to completion, Lessor shall have the right to give Lessee a second written notice by certified mail, and five (5) days after the receipt of such second notice, Lessor may, in addition to all other rights and remedies available to Lessor under the laws of the state in which the Shopping Center is located, including the right to recover reasonable attorney fees, court costs and other expenses, at its option, terminate this Lease. Should Lessee correct its default within the thirty (30) day time period provided or with respect to defaults that are not capable of being cured within said thirty (30) day period, should Lessee commence the necessary curative action during such thirty (30) day time period and thereafter diligently prosecute such curative action to completion, then Lessee's rights hereunder shall be reestablished 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.

Notwithstanding the foregoing, Lessee shall pay, when due, the undisputed portion of the Percentage Rental. If it is ultimately determined or agreed that Lessor was entitled to all or any portion of the disputed portion of the Percentage Rental that was withheld, Lessee shall promptly pay such amount to Lessor with interest thereon at the rate of eighteen (18%) percent per annum from the date such amount was due pursuant to Paragraph "4" until the date paid together with all reasonable expenses incurred by Lessor in connection with collecting such amount

13.3 Lessor's Default. Should Lessor default in fulfillment of any of the covenants or agreements of this Lease (other than repair obligations which are covered by Section 7 4) and fail to correct such default within sixty (60) days from receipt of written notice from Lessee of such default or if such default is not capable of being cured within said sixty (60) day period if Lessor shall fail to commence curing such default with such sixty (60) day period, Lessee, at its option, upon not less than forty-eight (48) hours notice to Lessor, may correct such default and deduct any and all reasonable costs as a result of such correction from rentals due or becoming due until Lessee shall be reimbursed in full for cost of such correction. This Section 13 3 in no way limits Lessee's rights contained in the last paragraph of Section 6.2 hereof.

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. LESSOR'S RIGHT TO CURE LESSEE DEFAULTS.

15.1 In the event Lessee shall default in performing and/or observing any of its obligations under this Lease, Lessor shall have the right to cure such default on behalf of Lessee. Lessor shall promptly bill Lessee for any costs and expenses (including, without limitation, legal fees and disbursements) incurred by Lessor in connection with curing any default by Lessee. Promptly upon receipt of such bill, Lessee shall pay to Lessor the costs and expenses set forth on such bill together with interest on such amount at the rate of eighteen (18%) percent per annum from the date the expense is incurred until paid in full.

15.2 In the event Lessor shall commence a suit against Lessee for the failure of Lessee to perform and/or observe any of its obligations under this Lease and Lessor prevails in such suit, Lessee shall be responsible for all court costs, legal fees and expenses incurred by Lessor. Lessee shall promptly reimburse Lessor for all such court costs, legal fees and expenses upon demand together with interest on such amount at the rate of eighteen (18%) percent per annum from the date the expense was incurred until paid.

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, which obligation shall survive the termination or expiration of this Lease. 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, 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) overnight courier, 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 next business day if sent by overnight courier 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:

Parkway Building Limited
Partnership
One West Avenue
Larchmont, New York 10538
Att: Stuart Lichter

with a copy to:

Spitzer & Feldman P.C.
405 Park Avenue
New York, New York 10022
Att: Kenneth Gliedman, Esq.

LESSEE:

S. M. Flickinger Co., Inc.
5701 North Shartel
Post Office Box 26030
Oklahoma City, Oklahoma 73126
Att. General Counsel

Copies of any notice sent by Lessee to Lessor shall be sent in the manner provided herein to the holder(s) of any mortgage(s) covering the Real Property whose name and address has been provided to Lessee.

As the date hereof, Lessee acknowledges that the following party holds a mortgage covering the Shopping Center:

Leo Ritter & Co.
1776 Broadway
Suite 1700
New York, New York 10019
Att: Mr. Toby Ritter

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:

Parkway Building Limited
Partnership
One West Avenue
Larchmont, New York 10538
Att: Stuart Lichter

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 "F" attached hereto, which will set forth a legal description of the Real Property, the term of the Lease and any other provisions hereof as 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 promptly upon request execute, acknowledge and deliver a Subordination and Non-Disturbance Agreement in the form of Exhibit "G" attached hereto which will subordinate Lessee's interest hereunder to the interest of any mortgagee now or hereafter 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 the commencement of construction of

Lessor's Work, 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 "H" attached hereto.

21. MISCELLANEOUS.

21.1 Modifications to Lease. Lessor and Lessee agree that no alterations, changes or modifications of this Lease shall be effective unless made in writing and executed in the same manner as is this present instrument and specifically agree that no verbal or oral changes are effective.

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

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

21.4 Binding Effect. It is covenanted between the parties hereto that all covenants and undertakings contained in this Lease shall extend to and be binding upon the parties and 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. The Leased Space may be used for any lawful retail purpose, except it shall not be used for a pharmacy requiring a registered pharmacist on duty nor shall the Leased Space be used for an abortion clinic, a welfare office, an AIDS related use, a massage parlor, an unemployment office, a government office, a school, the sale of used or second-hand merchandise, any use constituting a public or private nuisance, a store selling pornographic materials or a flea market.

21.7 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that service process may be given by certified or registered mail, return receipt requested, at the address for the applicable party set forth in paragraph 17.1 and such service of process shall be effective on the date mailed.

21.8 Compliance with Law Lessor and Lessee agree that they each shall comply with all applicable laws, rules and regulations.

21.9 Limitation of Lessor's Liability Notwithstanding anything to the contrary provided in this Lease it is specifically understood and agreed, as a primary consideration for the execution of this Lease by Lessor, that in no event shall Lessee have any right to levy execution against any property of Lessor (or any partner, shareholder, officer, director,

trustee or trust beneficiary of Lessor), or any successor in interest to Lessor, other than such party's interest in the Shopping Center. If Lessor fails to perform any covenant, term or condition of this Lease and, as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied by any or all of the following sources, at Lessee's option: (a) out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Lessor in the Shopping Center and neither Lessor, nor, if Lessor be a partnership, trust or tenants in common, any of the partners, tenants in common, trustees or beneficiaries comprising such entity or individuals shall be liable for any deficiency; or (b) such judgment shall be satisfied by Lessee deducting an amount equal to such money judgment and interest thereon from rentals due or becoming due until Lessee's judgment shall be satisfied in full; or (c) subject to the prior rights of any mortgagee and the right of Lessor to use insurance proceeds to repair and restore the Shopping Center, such judgment shall be satisfied out of any insurance payments or proceeds thereof paid to Lessor out of coverage obtained by Lessee as required under the terms of this Lease. Lessee's right to injunctive relief and other equitable remedies shall not be impaired by this clause and Lessee shall be entitled to such remedies throughout the Initial Term or any Extended Term of this Lease. Notwithstanding anything to the contrary contained in Subdivision (b) above, the aggregate amount that Lessee shall have the right to setoff against rents under this Lease during any Lease Year pursuant to Subdivision (b) above together with any other setoff rights under this Lease shall not exceed Twenty-Five Thousand (\$25,000) Dollars for any Lease Year.

21.10 Lessor's Access. Lessor shall have access to Leased Space at all reasonable times, upon notice to Lessee, to inspect and to perform any work required under this Lease, and if during the last five (5) months of the Initial Term or any Extended Term (if Lessee has not exercised its next available option) to show the Leased Space to prospective tenants.

21.11 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 non-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.


21.12 Brokerage. Lessor and Lessee respectively represent, each to the other, that no real estate broker has been dealt with in regard to this transaction except The Gilbert Group Ltd. Lessor agrees to pay a brokerage commission to The Gilbert Group Ltd. pursuant to the terms of a separate written agreement. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any other brokerage commissions due to any other real estate broker with whom the Indemnifying Party has dealt in regard to this transaction.

21.13 Transfer of Lessor's Interest. In the event the Lessor's interest in the Shopping Center or the Leased Space passes to a successor ("Successor") by sale, lease, foreclosure or in any other manner, Lessee shall be bound to the Successor under all of the terms of this Lease for the balance of the term thereof remaining with the same force and effect as if the Successor were the Lessor under the Lease, and the Lessee hereby agrees to attorn to the Successor, as its Lessor, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the Successor succeeding to the interest of the Lessor under the Lease and upon such transfer Lessor shall be released from any and all liability or other obligations hereunder. Lessor shall provide to Lessee a copy of the deed or other instrument by which Lessor's interest in the Shopping Center or Leased Space passes to a Successor

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

LESSOR:

PARKWAY BUILDING LIMITED
PARTNERSHIP
A New York Limited Partnership

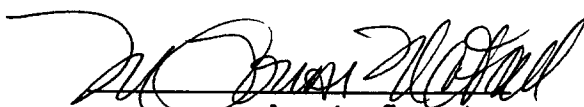
By: 
Stuart Lichter,
General Partner

LESSEE.

S. M. FLICKINGER CO., INC.
A New York Corporation

By: 
Vice President

ATTEST:


Asset. Secretary
[SEAL]

STATE OF New York)
) ss.
COUNTY OF New York

The foregoing instrument was acknowledged before me this 28th day of July 1990, by Stuart Lichter, General Partner of PARKWAY BUILDING LIMITED PARTNERSHIP, a New York limited partnership on behalf of the partnership.

Rona Ingegneri
Notary Public

My Commission Expires:

RONA INGEGNERI
Notary Public, State of New York
No 41 7036225
Qualified in Queens County
Commission Expires September 30 1990

[SEAL]

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 16 day of July 1990, by William I Bishop of S. M. FLICKINGER CO., INC., a New York corporation, on behalf of the corporation.

Kenneth E. Pruitt
Notary Public

My Commission Expires:
4-26-92.

[SEAL]

EXHIBIT B-1

PERMITTED EXCEPTIONS

1. Sanitary sewer easement to the City of Lancaster, Ohio recorded in Deed Volume 367, page 21.
2. Electric easement and right-of-way to Ohio Power Company, recorded in Deed Book 439, page 144.
3. Utility easement to Buckeye Federal Savings and Loan, recorded in Deed Volume 460, page 981.
4. Grading and slope easement to Alma Beatrice Ruble and Marion F. Ruble, recorded in Deed Book 474, page 61.
5. Gas line and water easement to the City of Lancaster, Ohio, recorded in Deed Book Volume 512, page 208
6. Right-of-way ingress/egress easement reserved to Alma Ruble, recorded in Deed Book Volume 529, page 878 (affects Tract II only)
7. Subject to riparian rights incident to the premises (affects Tract I only).
8. Mortgage from 550 Old Country Associates, a New York general partnership to Leo Ritter & Co., a New York general partnership, dated December 12, 1984, filed December 14, 1984 in Mortgage Record 485, page 669 to secure \$4,700,000.00.
9. Assignment of Leases, Rents and Profits from 550 Old Country Associates, a New York general partnership to Leo Ritter & Co., a New York general partnership, dated December 12, 1984, filed December 14, 1984 in Lease Volume 75, page 316 to further secure the above referenced mortgage.
10. Financing Statement between 550 Old Country Associates, as Debtor, and Leo Ritter & Co., as Secured Party filed December 14, 1984 as Instrument No. 21849, Recorder's Office, Fairfield County, Ohio.
11. Financing Statement between 550 Old Country Associates, as Debtor, and Leo Ritter & Co., as Secured Party filed December 14, 1984 as Instrument No. T30283, Ohio Secretary of State.
12. Any inaccuracy in the specific quantity of acreage contained on any survey if any, or contained within the legal description of premises.
13. Title to that portion of the property within the bounds of any roads or highways.
14. Subject to terms and conditions, covenants and agreements of the following leases and their amendments and assignments thereof:

- (a) Lease between Kelly R. Hannan, et al. and Gray Drug Stores, Inc. of Chillicothe, of record in Lease Volume 48, page 01; which was assigned to Gray Drug Stores, Inc. of Lancaster, of record in Lease Volume 48, page 277; which was assigned to The Lincoln National Life Insurance Company, of record in Misc. Volume 7, page 610, which was assigned to Feddon Realty Corp., of record in Lease Volume 60, page 301, which was assigned to The Lincoln National Life Insurance Company, of record in Lease Volume 60, page 310, which was assigned to Lano Realty Corp., of record in Lease Volume 60, page 325.
- (b) Lease between Kelly R. Hannan, et al. and F.W. Woolworth Co., of record in Lease Volume 48, page 09, which was assigned to The Lincoln National Life Insurance Company, of record in Misc. Volume 7, page 608, which was assigned to Feddon Realty Corp., of record in Lease Volume 60, page 301, which was assigned to The Lincoln National Life Insurance Company, of record in Lease Volume 60, page 318, which was assigned to Lano Realty Corp., of record in Lease Volume 60, page 325
- (c) Lease between Kensington House, Inc., et al. and Buckeye Federal Savings and Loan Association, of record in Lease Volume 67, page 550
- (d) Lease between Leo Ritter & Co. and Consolidated International, Inc., of record in Lease Volume 74, page 232, which was rerecorded, of record in Lease Volume 74, page 412, which was assigned to and assumed by CSC Acquisition Corp., of record in Lease Volume 75, page 925.
- (e) Lease between Parkway Building Limited Partnership and MPCG Lancaster, Inc., of record in Lease Volume 76, page 821.
- (f) Lease between Parkway Building Limited Partnership and the Department of Liquor Control, of record in Lease Volume 78, page 79.
- 15. Real estate taxes and assessments not yet due and payable.
- 16. State of Facts shown on "Topographical Survey - Lancaster Plaza Shopping Center - Section 36, Township 15, Range 19 - City of Lancaster, Ohio" prepared by Louis F. Haines, Surveyor, for Quadrelle Realty Services, Inc., dated November 21, 1989, last redated February 5, 1990 and any update thereof provided that such updates do not disclose any facts and which would prevent the use of the Leased Space for its intended purpose.
- 17. Rights of any tenants as tenants.

EXHIBIT "C"

LIST OF S.P.E.C.S. REQUIREMENT PLANS

<u>Sheet No.</u>	<u>Date</u>	<u>Sheet Title</u>
1	2/2/90	Site Plan
2	2/2/90	Fixture Plan (updated 4/23/90)
3	2/2/90	Building Floor Plan
4	2/2/90	Room Finish Schedule, Door Schedule and Details
5	2/2/90	Misc. Details, Sections and Office Elevations
6	2/2/90	Plumbing Floor Plan
7	2/2/90	Plumbing Schedule and Details
8	2/2/90	Refrigeration Plan
9	2/2/90	Electrical Floor Plan
10	2/2/90	Electrical Schedule and Refrigeration Schedule
11	2/2/90	Electrical Details
12	2/2/90	HVAC Floor Plan
13	2/2/90	Lighting Floor Plan
14	2/2/90	Lighting Fixture Schedule
15	2/2/90	Roof Plan
16	2/2/90	Enlarged Bakery/Deli Floor Plan

EXHIBIT "D"

S.P.E.C.S.

SCRIVNER PLANNING ENGINEERING CONSTRUCTION SERVICES

BUILDING DESIGN SPECIFICATIONS

September 1, 1981

Revised 4-7-39

EXHIBIT E

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, entered into this _____ day of _____, 19____, by and between PARKWAY BUILDING LIMITED PARTNERSHIP, a New York limited partnership, hereinafter referred to as "Lessor" and S. M. FLICKINGER CO., INC., a New York 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 _____, 1990, (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 Initial Term of the Lease shall be at 11:59 P.M. on the _____ day of _____, provided, however, the Lessee has the option to extend the term of the Lease for six (6) additional terms of five (5) 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:

PARKWAY BUILDING LIMITED PARTNERSHIP
A New York Limited Partnership

By: Stuart Lichter, General Partner

ATTEST: LESSEE:

S. M. FLICKINGER CO., INC.
A New York Corporation

[SEAL] Asst. Secretary

By: _____

STATE OF)
COUNTY OF) ss.

On this _____ day of _____, 19____, before me, a notary public in and for said county, personally appeared Stuart Lichter, to me personally known, who being by me duly sworn did say that he is General Partner of Parkway Building Limited Partnership, and that said instrument was signed and sealed on behalf of the said Limited Partnership, and the said Stuart Lichter 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 _____, to me personally known, who being by me duly sworn did say that he is _____ of S. M. Flickinger Co., 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 _____ 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 F

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into this day of , 1990, by and between PARKWAY BUILDING LIMITED PARTNERSHIP, a New York limited partnership (hereinafter referred to as "Lessor") and S.M. FLICKINGER CO., INC , a New York 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 in consideration of the sum of Ten (\$10 00) Dollars 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 Fairfield, State of Ohio, 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) the expiration of sixty (60) days after the Lessor has completed substantially all of Lessor's Work (as defined in Subparagraph 5 l of the Lease) and has delivered the Leased Space to Lessee for preparation for opening for the transaction of business therein, and Lessee has been notified in writing of such substantial completion and delivery or (ii) the day Lessee makes its first retail sale in the Leased Space; and Lessee shall have the option to extend the Lease for six (6) additional terms of five (5) years each, with each extended term beginning at the expiration of the preceding term, as provided under the terms and conditions of a certain Shopping Center Lease dated , 1990, 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 Fairfield County, Ohio.

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:

PARKWAY BUILDING LIMITED PARTNERSHIP
A New York Limited Partnership

By: _____
Stuart Lichter, General Partner

LESSEE:
ATTEST:

S. M. FLICKINGER CO., INC.
A New York Corporation

Asst. Secretary
(SEAL)

By: _____

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 19____, before me, a notary public in and for said county, personally appeared Stuart Lichter, to me personally known, who being by me duly sworn did say that he is General Partner of Parkway Building Limited Partnership, and that said instrument was signed and sealed on behalf of the said Limited Partnership, and the said Stuart Lichter 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 "F"
Page 2 of 3 Pages

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 _____ of S. M. Flickinger Co., 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 _____ 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 "G"

NON-DISTURBANCE, ATTORNMENT AND
SUBORDINATION AGREEMENT

Landlord:

Tenant:

Address of Tenant:

Date of Lease and Amendments, if any:

Premises:

_____ ("Mortgagee") having an office
at _____, holder of a mortgage or deed of trust
(the "Mortgage") of the Premises and Tenant, holder of a lease (the "Lease")
of a portion thereof, hereby agree as follows:

1. Provided Tenant is not in default under the terms of the Lease beyond any applicable grace period, the right of possession of Tenant to the leased premises shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or any note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to Tenant's right of possession under the Lease.

2. Tenant shall attorn to Mortgagee or any purchaser of the Premises and the Lease shall continue, in accordance with its terms, between Tenant and Mortgagee or such purchaser.

3. Mortgagee or such purchaser shall not be (a) liable for any act or omission of any prior landlord (including Landlord), (b) liable for the return of any security deposit not actually received by Mortgagee or such purchaser, (c) bound by any advance payment of rent or additional rent made by Tenant to Landlord except for rent or additional rent applicable to the then current month, (d) bound by any amendment or modification of the Lease made without the written consent of Mortgagee or (e) bound to effect or pay for any construction for Tenant's occupancy.

4. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

5. The foregoing provisions shall be self-operative. However, Tenant agrees to promptly execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instrument as either shall request in order to effectuate said provisions.

6. Tenant will notify Mortgagee at the aforesaid address, by registered or certified mail, return receipt requested, of any default of Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and agrees that, notwithstanding any provisions of the Lease, no notice of cancellation thereof, nor any abatement, shall be effective unless Mortgagee has received the notice aforesaid and has failed within thirty (30) days of the date thereof to cure or, if the default cannot be cured within thirty (30) days, has failed to commence and to diligently

prosecute the cure of Landlord's default which gave rise to such right of cancellation or abatement.

7. Tenant agrees that notice from Mortgagee shall have the same effect under the Lease as notice to Tenant from the Landlord thereunder and Tenant agrees to be bound by such notice notwithstanding the existence or nonexistence of a default under the Mortgage or any dispute with respect thereto between the mortgagor under the Mortgage and Mortgagee.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including any purchaser of the Premises at a foreclosure sale.

9. Each Guarantor, if any, of Tenant's obligations under the Lease has signed at the foot hereof, to evidence Guarantor's consent and approval to, and agreement to be bound by, the provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

_____, Mortgagee

By: _____

_____, Tenant

By. _____

_____, Guarantor

By. _____

ADD NOTARIAL ACKNOWLEDGEMENTS

EXHIBIT "H"

NON-DISTURBANCE, ATTORNMENT AND
SUBORDINATION AGREEMENT

Landlord:

Tenant:

Address of Tenant:

Date of Lease and Amendments, if any:

Premises:

_____ ("Mortgagee") having an office
at _____, holder of a mortgage or deed of trust
(the "Mortgage") of the Premises and Tenant, holder of a lease (the "Lease")
of a portion thereof, hereby agree as follows:

1. Provided Tenant is not in default under the terms of the Lease beyond any applicable grace period, the right of possession of Tenant to the leased premises shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or any note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to Tenant's right of possession under the Lease.

2. Tenant shall attorn to Mortgagee or any purchaser of the Premises and the Lease shall continue, in accordance with its terms, between Tenant and Mortgagee or such purchaser

3. Mortgagee or such purchaser shall not be (a) liable for any act or omission of any prior landlord (including Landlord), (b) liable for the return of any security deposit not actually received by Mortgagee or such purchaser, (c) bound by any advance payment of rent or additional rent made by Tenant to Landlord except for rent or additional rent applicable to the then current month, (d) bound by any amendment or modification of the Lease made without the written consent of Mortgagee or (e) bound to effect or pay for any construction for Tenant's occupancy.

4. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

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9. Each Guarantor, if any, of Tenant's obligations under the Lease has signed at the foot hereof, to evidence Guarantor's consent and approval to, and agreement to be bound by, the provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written

_____, Mortgagee

By: _____

_____, Tenant

By: _____

_____, Guarantor

By: _____

ADD NOTARIAL ACKNOWLEDGEMENTS

CHESTER WILLCOX & SAXBE LLP

Attorneys and Counselors at Law

VINCENT A. PARISI

DIRECT DIAL (614) 334-6174
VParsi@cwsllaw.com

September 3, 2003

U S Bankruptcy Court
District of Delaware
824 Market St , 5th Floor
Wilmington, DE 19801

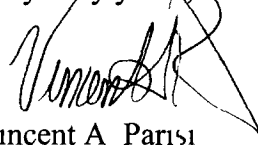
Re Fleming Companies, Inc
Case No 03-10945

Dear Clerk of Courts

Enclosed please find the original and one (1) copy of a *Proof of Claim* in the above-referenced matter. Please send a time-stamped copy of the *Proof of Claim* to the undersigned in the enclosed self-addressed stamped envelope. By copy of this letter, I am filing the *Proof of Claim* with the Claims Agent and serving same on the Trustee.

Please contact me if you have any questions.

Very truly yours,



Vincent A. Parisi

VAP sl
Enclosures

cc BMC
1330 E Franklin Avenue
El Segundo, CA 90245
(Claims Agent)

Dana B. Geyer
Geyer & Associates, CPAs, P C
125 South Howes Street, Suite 910
Fort Collins, CO 80521
(Trustee)

184360 1