

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM



483725

Bar Date Ref # 2-G1-4070

In re

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.

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

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

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

Name of Creditor and Address

0354651483725

J R P INVESTMENTS LLC
RICHARD PARAS
P O BOX 26911 1499 WEST 3500 SOUTH
SALT LAKE CITY UT 84126

Creditor Telephone Number (801) 972-8750

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

CREDITOR TAX ID #

87-062-8966

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here ☐ replaces or ☐ amends if this claim

a previously filed claim dated

1 BASIS FOR CLAIM

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

Common area maintenance fees Unpaid compensation for services performed from _____ to _____
under two leases of real property (date) (date)

2 DATE DEBT WAS INCURRED 1/1/02-3/31/03

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

\$ 8,738.56 (unsecured) \$ (secured) \$ (unsecured priority) \$ 8,738.56 (total)

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

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

5 SECURED CLAIM

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

Brief description of collateral

- ☐ Real Estate
☐ Motor Vehicle
☐ Other

Value of collateral \$

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

6 UNSECURED PRIORITY CLAIM

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

Specify the priority of the claim

- ☐ Wages, salaries, or commissions (up to \$4,650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)
☐ Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)
☐ Other. Specify applicable paragraph of 11 U.S.C. § 507(a).

*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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

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

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

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

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

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

DATE SIGNED

9/11/03

SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).

JED K BURTON
ATTORNEY

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

See Other Side For Instructions

THIS SPACE FOR COURT USE ONLY

FILED

SEP 15 2003

BMC

Fleming Companies Claim



12906

JRP INVESTMENTS, LLC

P O Box 26911
Salt Lake City Utah 84126

February 24 2003

Fleming Companies Inc - Fuel Facility

Enclosed is your estimated CAM statement for the year of 2003 for the lease of the property in the Chris & Dick's Plaza Salt Lake City, Utah Total estimated monthly amount is \$108.00

Very truly yours

JRP INVESTMENTS LLC

RICHARD C. PARAS
MANAGER

JRP INVESTMENTS, LLC
P.O. Box 26911
Salt Lake City Utah 84126
February 24 2003

Fleming Companies Inc - Fuel Facility
Chris & Dicks Plaza Estimated Expenses—2003

Garbage Removal	\$	2 000 00
Landscaping & Flowers		2 000 00
Property Maintenance		17 000 00
Sewer Cleaning		2 000 00
Snow Plowing		5 000 00
Repairs		2 000 00
Utilities-Electrical		11 000 00
Utilities-Water & Sewer		10 000 00
Insurance-Umbrella		<u>12 000 00</u>
TOTAL \$		63 000 00
Tenant's Share		<u>1 469%</u>
Tenant's General CAM		926 00
2 45% MPL Sweeping (\$15 500)		<u>370 00</u>
Tenant's 2003 Estimated CAM Total	\$	<u>1,296 00</u>
Monthly CAM and Property Tax charge 1/12	\$	<u>108 00</u>

JRP INVESTMENTS, LLC

P O Box 26911
Salt Lake City, Utah 84126

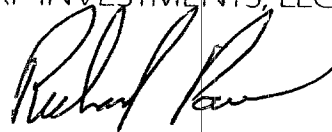
February 24 2003

Fleming Companies Inc - Fuel Facility

Enclosed is your CAM statement for the year of 2002 for the lease of the property in the Chris & Dick's Plaza, Salt Lake City, Utah Total amount due is \$1 084 56

Very truly yours,

JRP INVESTMENTS, LLC

A handwritten signature in black ink, appearing to read "Richard C. Paras", written over the printed name.

RICHARD C. PARAS
MANAGER

JRP INVESTMENTS, LLC
P.O. Box 26911
Salt Lake City Utah 84126
February 24 2003

Fleming Companies Inc - Fuel Facility
Chris & Dicks Plaza Actual Expenses—2002

Garbage Removal	\$	1 550 00
Landscaping & Flowers		1 073 36
Property Maintenance		16 431 10
Sewer Cleaning		1 500 00
Snow Plowing		2 649 50
Utilities-Electrical		10 347 42
Utilities Water & Sewer		7 908 10
Insurance-Umbrella		<u>8 303 31</u>
TOTAL \$		49 762 79

Tenant's Share 1 469%

Tenant's General CAM 731 02

2.45% MPL Sweeping (\$14 430) 353 54

Tenant's 2002 CAM Total \$ 1 084 56

Invoices available upon request

FUEL FACILITY LEASE AGREEMENT

Capitalized terms used in this Fuel Facility Lease Agreement ("Agreement") and not otherwise defined shall have the meanings set forth on Schedule 1 hereto. This Agreement is made and entered into by and between the Landlord and Tenant with reference to the following:

(i) Landlord is the owner of that certain shopping center commonly known as Chris & Dick's Plaza located in West Valley City, Utah ("Shopping Center"). Pursuant to the Store Lease described on Schedule 1, Landlord has leased certain retail space therein (the "Store Space") to Tenant.

(ii) Tenant desires to construct a fuel facility ("Fuel Facility") on a portion of Pad A as shown on the Site Plan for the Shopping Center attached hereto as Exhibit A and by this reference made apart hereof. The Fuel Facility is more particularly described on Schedule 1 and is to be located at the specific location within Pad A of the Shopping Center as shown on Exhibit A ("Premises").

(iii) Landlord and Tenant have reached certain agreements regarding the installation, operation, use and removal of the Fuel Facility and desire to reflect those agreements herein.

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

1 Lease Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the sole purposes (except as herein provided) of the installation, operation, use and removal of the Fuel Facility in accordance with the terms of this Agreement. The term of such lease (the "Lease Term") shall commence on the Commencement Date set forth on Schedule 1 and, unless earlier terminated in accordance with other provisions of this Agreement, shall terminate on the expiration or earlier termination of the Store Lease. Notwithstanding the foregoing, Tenant may not extend this Agreement beyond the Initial Term or any Extended Term (as those terms are defined in the Store Lease) if Tenant is in material default hereunder.

2 Installation and Removal of Fuel Facility Landlord hereby consents to the installation of the Fuel Facility on the Premises, including the installation of underground electric lines connecting the Fuel Facility to equipment located in the Store Space. In connection with such installation, Tenant agrees to repair and restripe portions of the Shopping Center parking lot surrounding the Premises to conform to the parking configuration shown on Exhibit A hereto. All work in connection with the installation or alteration of the Fuel Facility as authorized by this paragraph, as well as work in connection with the removal and final closure of the Fuel Facility in accordance with paragraph 3 of this Agreement, shall be conducted at the sole cost and expense of Tenant and strictly in accordance with the following:

30 days of receipt of the foregoing notice. If Landlord exercises its right to terminate, Landlord shall give written notice to Tenant and Tenant shall promptly begin the Closure Work. Tenant shall not permit or suffer to be permitted any nuisance (including unusual noises and obnoxious odors) or waste upon the Premises. As of the date of this Lease, Landlord represents and warrants to Tenant that the use restrictions set forth on Exhibit D attached hereto constitute all of the use restrictions imposed by existing leases of space in the Shopping Center.

7 Taxes and Utility Charges Throughout the Lease Term the Tenant will pay all taxes on the Premises (including without limitation its pro rata portion of real property taxes) and Fuel Facility and all charges for utilities used in connection with the Fuel Facility as the same are due and payable.

8 Maintenance, Alteration At all times during the Lease Term and any Extended Term, Tenant shall maintain the Fuel Facility (including underground electric lines connecting the Fuel Facility to equipment located in the Store Space) and the Premises in good condition and repair, ordinary wear and tear excepted. Tenant shall promptly repair any damage to the Fuel Facility required by any reason whatsoever, other than repairs resulting from the negligence or misconduct of Landlord, which repairs shall be repaired promptly by and at the sole expense of the party causing such damage. Notwithstanding any provision of this Agreement to the contrary, Tenant shall not make any alterations, additions, or improvements to the Premises or Fuel Facility without Landlord's prior written consent, except for alterations which do not exceed \$20,000 in cost cumulatively over the Lease Term.

9 Fuel Sales The parties agree that notwithstanding any provision of the Store Lease to the contrary, sales of fuel and other items dispensed from the Fuel Facility shall not be considered gross sales for purposes of computing percentage rent which may be payable under the Store Lease.

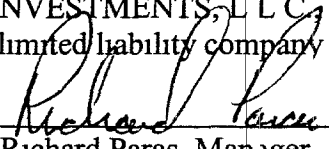
10 Landlord Expenses Pursuant to the Store Lease, the Tenant has agreed to pay its proportionate share of certain common area maintenance costs, taxes and insurance premiums incurred by Landlord in the ownership and operation of the Shopping Center (collectively the "Landlord Expenses"). The parties intend that by virtue of its occupancy of the Premises, Tenant shall pay an additional portion of the Landlord Expenses. The proportionate share of the Landlord Expenses payable by Tenant by reason of its occupancy of the Premises is the Tenant's share set forth in Schedule 1 ("Tenant's Share"). As to each category of Landlord Expense the Tenant's Share shall be due and payable as and when the corresponding expense is payable under the Store Lease. Tenant shall have the rights set forth in the Store Lease as to all Landlord Expenses, including the rights set forth therein to review, audit and contest such expenses. Amounts received by Landlord under this paragraph shall be credited toward (and thereby reduce) the expenses otherwise being passed through to tenants of the Shopping Center (including Tenant) under their respective leases. Accordingly, Tenant agrees to pay to Landlord, Tenant's share of the Landlord Expenses. In the event Tenant constructs a car wash as part of the Fuel Facility as contemplated hereby the Tenant's Share shall be increased pro rata based on the area under the canopy or roof of the car wash.

11 Indemnity The Tenant agrees to protect, indemnify and hold harmless the Landlord against all liabilities, obligations, claims, damages, penalties, causes of action,

EXECUTED AND DELIVERED as of the Effective Date set forth on Schedule 1

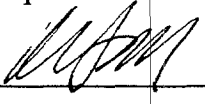

LANDLORD•

J R P INVESTMENTS, L L C
a Utah limited liability company

By 
Richard Paras, Manager

TENANT.

FLEMING COMPANIES, INC ,
an Oklahoma corporation

By  
SR Vice President
REAL ESTATE + STORE DEV

JRP INVESTMENTS, LLC
P.O. BOX 26911
SALT LAKE CITY, UTAH 84126

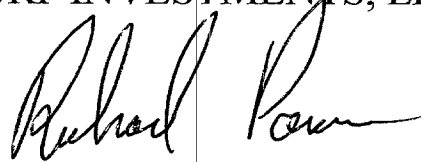
May 20, 2003

Fleming Companies, Inc ---#8715

Enclosed is your CAM statements for the first quarter of 2003, for the lease of the property in the Chris & Dick's Plaza, Salt Lake City, Utah, together with copies of the invoices Total amount due is \$ 7,330 03

Very truly yours,

JRP INVESTMENTS, LLC

A handwritten signature in black ink, appearing to read "Richard C. Paras".

RICHARD C PARAS
MANAGER

RCP/jeb

CHRIS & DICK'S PLAZA

JRP INVESTMENTS, LLC

FLEMING COMPANIES

Charges that accrued during January 2003

<u>Vendor</u>	<u>Cost</u>	<u>Comment</u>
St Paul/Diversified	\$ 833 33	Umbrella Policy
Royal Generation	300 00	Sewer Flushed
Utah Power	<u>1,004 82</u>	Sign Lighting & Storm Water
TOTAL January CAM	\$ 2,138 15	
Tenant's Share	<u>42 556%</u>	
Subtotal	<u>\$ 909 91</u>	
71% MPL Sweeping (\$1,240)	\$ 880 40	Sweep Parking Lot
Liability insurance	<u>\$ 182 83</u>	Attributable solely to Tenant
	<u>\$ 1,063 23</u>	
Tenant's January CAM	<u>\$ 1,973.14</u>	

52,851 = 71%
74,191

CHRIS & DICK'S PLAZA

JRP INVESTMENTS, LLC

FLEMING COMPANIES

Charges that accrued during February 2003

<u>Vendor</u>	<u>Cost</u>	<u>Comment</u>
St Paul/Diversified	\$ 833 33	Umbrella Policy
Granger-Hunter Improvement District	407 50	Sewer & Water
Joe Will	1,620 00	Snow Removal
Royal Generation	300 00	Sewer Flushed
Utah Power	<u>992 76</u>	Sign Lighting & Storm Water
TOTAL February CAM	\$ 4,153 59	
Tenant's Share	<u>42 556%</u>	
Subtotal	<u>\$ 1,767 60</u>	
71% MPL Sweeping (\$1,120)	\$ 795 20	Sweep Parking Lot
Liability insurance	<u>\$ 182 83</u>	Attributable solely to Tenant
	<u>\$ 978 03</u>	
Tenant's February CAM	<u>\$ 2,745 63</u>	

52,851 = 71%
74,191

CHRIS & DICK'S PLAZA

JRP INVESTMENTS, LLC

FLEMING COMPANIES

Charges that accrued during March 2003

<u>Vendor</u>	<u>Cost</u>	<u>Comment</u>
St Paul/Diversified	\$ 833 33	Umbrella Policy
Royal Generation	300 00	Sewer Flushed
Kimball Property Maintenance	1,525 00	Maintenance
Utah Power	<u>979 32</u>	Sign Lighting & Storm Water
TOTAL March CAM	3,637 65	
Tenant's Share	<u>42 556%</u>	
Subtotal	<u>\$ 1,548 03</u>	
71% MPL Sweeping (\$1,240)	\$ 880 40	Sweep Parking Lot
Liability insurance	<u>\$ 182 83</u>	Attributable solely to Tenant
	<u>\$ 1,063 23</u>	
Tenant's March CAM	<u>\$ 2,611.26</u>	

52,851 = 71%
74,191

13.00

ACCOUNT #7 357 0

1984



SERVICE DATE 02/03/2003
PROPERTY LOCATION 1585 W 3500 S (EAST-METER)
METER READING IN

PREVIOUS	PRESENT	CONSUMPTION	SVC CD	AMOUNT
----------	---------	-------------	--------	--------

1,051 1,059 80 PREV
2 2 0 WATER 86 50
LAST PAYMENT SEWER 37 00
12/30/2002 FIRE 19 50
500 00 CR

Direct Pay Available-Call Now



SERVICE DATE 02/03/2003
PROPERTY LOCATION 1585 W 3500 S WEST METER
METER READING IN

PREVIOUS	PRESENT	CONSUMPTION	SVC CD	AMOUNT
----------	---------	-------------	--------	--------

993 1,002 90 PREV
1 1 0 WATER 97 00
LAST PAYMENT SEWER 148 00
12/30/2002 FIRE 19 50
600 50 CR

Direct Pay Available-Call Now

31-5/1240 12
FEBRUARY 10, 2003

\$ **407.50**

* DOLLARS

BILLING DATE	ACCOUNT NUMBER	PAYMENT
02/05/2003	7 358 0	143 00

PLEASE BRING ENTIRE BILL WHEN PAYING IN OFFICE
DUE IN 30 DAYS

BILLING DATE	ACCOUNT NUMBER	PAYMENT
02/05/2003	7 357 0	264 50

PLEASE BRING ENTIRE BILL WHEN PAYING IN OFFICE
DUE IN 30 DAYS



1930 West 2250 South
Syracuse, Utah 84075
(801) 773-9090
Fax (801) 773-9092

STATEMENT

ACCOUNT NO DATE
1007 01/01/03
AMOUNT REMITTED
\$

Jf Investments
P O Box 20911
Salt Lake City, Utah 84126

PLEASE RETURN THIS PORTION WITH PAYMENT

DATE	INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
01/14/03	14546	Flush Sewer	300.00		300.00
CURRENT			0.00	0.00	300.00
			30 DAYS	0.00	
			60 DAYS	0.00	
			90 DAYS	0.00	
			AMOUNT DUE		300.00

Thank You

**TOP YOUR RECORDS
BRING ENTIRE BILL IF PAYING IN PERSON**

MPL Sweeping

P O Box 57386
Murray UT 84157
(801) 565-9498

Invoice

Date	Invoice #
1/31/2003	103191

Bill To

Chris & Dicks Plaza/ JRP Investments
1555 W 3500 S
West Valley City, UT 84119

P O No	Terms	Project
	Net 30	

Item	Qty	Description	Rate	Amount
Sweeping	31	PARKING LOT SWEEPING 7 TIMES PER WEEK FOR THE MONTH OF JANUARY	40 00	1,240 00
Sweeping	4	PARKING LOT SWEEPING 1 TIME PER WEEK AT THE CABINET SHOP 1 TIME PER WEEK SUNDAY FOR THE MONTH OF JANUARY	15 00	60 00

Thank you for your business

Total

\$1 300 00

UTAH POWER

A Division of PacifiCorp

Any questions, please call
1-888-221-7070

Account Number
26622366-001 7

Page 1 of 2
Bill Date February 14, 2003
INVESTMENTS LLC
BOX 26637
J. LAKE CITY UT 84126-0637

Account Balance

BEGINNING BALANCE	PAYMENTS/ CREDITS	NEW CHARGES + ADJUSTMENTS	OTHER CHARGES	ENDING BALANCE
99.56	99.56	0.00	0.00	99.56

Thank you for your payment on February 6, 2003
Payments Received

99.56
- 99.56

Summary of Current Month Activity

1555 W 3500 S West Valley City UT
(5) 50000 Sv Area Lights Utah Security Area Lighting Se Schedule 7N
1555 W 3500 S West Valley City UT
(1) 5000 Sv Area Light Utah Security Area Lighting Se Schedule 7N

83.84
15.72

February 2003

DETAIL of CURRENT MONTH ACTIVITY

Units	\$/Unit	NUMUNT	7N
0.00	17.9700000	71.88	
99.56	2.53		
1.55	0.05		
1.57	4.47		
9.92	4.91		
	83.84		
	833.84		

Units	\$/Unit	NUMUNT	7N
1	13.4400000	13.44	
1	0.0520000	0.47	
1	0.05	0.05	
1	0.84	0.84	
	0.92	15.72	

Subtotal New Charges

UTAH POWER

A Division of PacifiCorp

Any questions, please call
1-888-221-7070

Account Number
96801319-002 8

Page 1 of 4
Bill Date February 19, 2003
INVESTMENTS LLC
BOX 26637
J. LAKE CITY UT 84126-0637

Account Balance

BEGINNING BALANCE	PAYMENTS/ CREDITS	NEW CHARGES + ADJUSTMENTS	OTHER CHARGES	ENDING BALANCE
1,173.09	1,173.09	1,243.72	0.00	1,243.72

Thank you for your payment on February 6, 2003
Payments Received

- 1,173.09
- 1,173.09

Summary of Current Month Activity

1 1553 W 3500 S # Sign West Valley City, UT
Sign Schedule 23
2 1613 W 3500 S West Valley City, UT
Contract Line Extension Site Id 890844696 Schedule 14
3 1553 W 3500 S # Sign West Valley City, UT
Wvc Storm Water Utility Fee Schedule 0
5 1631 W 3500 S West Valley City, UT
Space C At Mini Mail Schedule 23
6 1633 W 3500 S West Valley City, UT
Space D At Mini-Mail Schedule 23
7 1633 W 3500 S # Halls/Base West Valley City, UT
Halls And Basement Acct. Schedule 23
8 1629 W 3500 S West Valley City, UT
Space B At Mini-Mail Schedule 23

135.70
00
157.50
5.43
23.20
170.08
151.81

Total Due on March 13, 2003

DETAIL of CURRENT MONTH ACTIVITY

1 1553 W 3500 S # Sign West Valley City UT
Sign Schedule 23

METER NUMBER	SERVICE PERIOD FROM TO	ELAPSED DAYS	METER READINGS PREVIOUS CURRENT	METER MULT	AMOUNT USED THIS MONTH
80811557	Jan 15, 2003 Feb 13, 2003	29	44,797	46,287	1,490 KWH

RETAIN THIS PORTION FOR YOUR RECORDS BRING ENTIRE BILL IF PAYING IN PERSON

UTAH POWER



1930 West 2250 South
Syracuse, Utah 84075
(801) 773-9090
Fax (801) 773-9092

STATEMENT

ACCOUNT NO. DATE

AMOUNT REMITTED

\$

PLEASE RETURN THIS PORTION WITH PAYMENT

DATE	INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
02/24/03	14582	Sewer Flush	300.00		300.00
CURRENT -00 00					
30 DAYS			0 00		
60 DAYS			0 00		
90 DAYS			0 00		
AMOUNT DUE					300 00

Thank You

3/16/2003

Invoice 89698

JRP INVESTMENTS LLC
P O Box 26911
Salt Lake City, Ut 84126

Snowplow Time at \$60 00 per hr 2003

Feb 17th @ 18th Salt on lot @ sidewalks

1 ½ hrs	\$ 90 00
13 bags of salt	\$ 52 00

Feb 25 th 2 trucks total of 4 ½ hrs	\$270 00
11 bags of salt at \$4 00 per bag spread	<u>\$ 44 00</u>

<u>Total price</u>	<u>\$456 00</u>
--------------------	-----------------



Send to – Joe Will 973-2928 or 755-5807
1632 West 3300 So
West Valley City, Ut 84119

2/5/2003

Invoice 89672

JRP INVESTMENTS LLC
P O Box 26911
Salt Lake City, Ut 84126

Snowplow Time at \$60 00 per hr 2003

Feb 2 nd 2 trucks total of 7 hrs	\$420 00
16 bags of salt at \$4 00 per bag spread	\$ 64 00
Feb 4 th 1 truck 2 hrs	\$120 00
20 bags of salt spread on ice	\$ 80 00
Night time - 1 truck 2 hrs	\$120 00
12 more bags of salt	\$ 48 00
Feb 5 th 2 trucks total of 4 hrs	\$240 00
18 bags of salt	<u>\$ 72 00</u>
Total price -	<u>\$1,164 00</u>



Send to - Joe Will 973-2928 or 755-5807
1632 West 3300 So
West Valley City, Ut 84119

MPL Sweeping

P O Box 57386
Murray UT 84157
(801) 565-9498

Invoice

Date	Invoice #
2/28/2003	203117

Bill To

Chris & Dicks Plaza/ JRP Investments
1555 W 3500 S
West Valley City UT 84119

P O No	Terms	Project
	Net 30	

Item	Qty	Description	Rate	Amount
Sweeping	28	PARKING LOT SWEEPING 7 TIMES PER WEEK FOR THE MONTH OF FEBRUARY	40 00	1,120 00
Sweeping	4	PARKING LOT SWEEPING AT THE CABINET SHOP 1 TIME PER WEEK SUNDAY	15 00	60 00

Thank you for your business

Total

\$1 180 00

UTAH POWER

A Division of PacifiCorp

Any questions, please call
1-888-221-7070

Account Number
26622366-001 7

Page 1 of 2
Bill Date March 17, 2003

ARAS
INVESTMENT
500 S
KE CITY UT 84119-3309

Account Balance

BEGINNING BALANCE	PAYMENTS/ CREDITS	NEW CHARGES	ADJUSTMENTS	OTHER CHARGES	ENDING BALANCE
99.56	99.56	99.56	0.00	0.00	99.56

Thank you for your payment on February 27, 2003
Payments Received

99.56

- 99.56

Summary of Current Month Activity

1555 W 3500 S West Valley City UT
(5)50000 Sv Area Lights Utah Security Area Lighting Se Schedule 7N 83.84

1555 W 3500 S West Valley City UT
(1)9500 Sv Area Light Utah Security Area Lighting Se Schedule 7N 15.72

Total Due on April 8, 2003

DETAIL of CURRENT MONTH ACTIVITY

Units	NUMUNT	\$/Unit
4	17-9700000	71.88
1	2.53	0.05
4	0.05	4.47
1	4.91	83.84
		\$83.84
Units	NUMUNT	\$/Unit
1	13.44	0.47
1	0.05	0.05
1	0.84	0.92
		15.72

ENTIRE BILL IF PAYING IN PERSON

UTAH POWER

A Division of PacifiCorp

Any questions, please call
1-888-221-7070

Account Number
96801319-002 8

Page 1 of 4
Bill Date March 19, 2003

JRP INVESTMENTS LLC
PO BOX 26537
SALT LAKE CITY UT 84126-0537

Account Balance

BEGINNING BALANCE	PAYMENTS/ CREDITS	NEW CHARGES	ADJUSTMENTS	OTHER CHARGES	ENDING BALANCE
1,243.72	1,243.72	1,069.72	27.80	0.00	1,041.92

Thank you for your payment on February 27, 2003
Payments Received

1,243.72

- 1,243.72

Summary of Current Month Activity

1 1553 W 3500 S # Sign West Valley City UT
Sign Schedule 23 122.26

2 1613 W 3500 S West Valley City UT
Contract Line Extension Site Id 890844696 Schedule 14 00

3 1553 W 3500 S # Sign West Valley City UT
Wvc Storm Water Utility Fee Schedule 0 757.50

5 1631 W 3500 S West Valley City UT
Space C At Mini Mall Schedule 23 4.82

6 1633 W 3500 S West Valley City UT
Space D At Mini Mall Schedule 23 22.49

7 1633 W 3500 S # Halls/Base West Valley City , UT
Halls And Basement Acct Schedule 23 162.65

8 1629 W 3500 S West Valley City UT
Space B At Mini Mall Schedule 23
Adjustments 27.80

Total Due on April 10, 2003

DETAIL of CURRENT MONTH ACTIVITY

METER NUMBER	SERVICE PERIOD FROM	ELAPSED TO	METER READINGS PREVIOUS	METER CURRENT	AMOUNT USED THIS MONTH
80811557	Feb 13 2003	Mar 13 2003	28	46.287	1.0
				47.624	1.337 KWH

Kimball Property Maintenance, Inc
12717 S 125 E
Draper, UT 84020

(801) 571-3351

Invoice # 30620

194

03/31/03

J R P Investment, LLC
Richard Paris
P O Box 26911
SLC,UT 84126

\$ 1,525 00

Due Upon Receipt

Services Rendered At
1499 W 3500 S
W Valley City UT 84119

ge # 1 REMIT TO KIMBALL PROPERTY MAINTENANCE, INC

3/18/03	Spring Clean-up	0 00
3/19/03	Spring Clean-up	0 00
3/31/03	Installment for the month of March	1,525 00

\$ 1,525 00



1930 West 2250 South
Syracuse, Utah 84075
(801) 773-9090
Fax (801) 773-9092

STATEMENT

ACCOUNT NO. DATE

AMOUNT REMITTED

\$

PLEASE RETURN THIS PORTION WITH PAYMENT

DATE	INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
7/21/01	14015	Flush Sewer	300.00		300.00
CURRENT					
			5 DAYS	60 DAYS	90 DAYS
			0.00	0.00	0.00
			AMOUNT DUE		
			300.00		

Thank You

MPL Sweeping

P O Box 57386
Murray, UT 84157
(801) 565-9498

Invoice

Date	Invoice #
3/31/2003	303117

Bill To

Chris & Dicks Plaza/ JRP Investments
1555 W 3500 S
West Valley City UT 84119

		P O No	Terms	Project
			Net 30	
Item	Qty	Description	Rate	Amount
Sweeping	31	PARKING LOT SWEEPING 7 TIMES PER WEEK FOR MARCH	40 00	1,240 00
Sweep Back	5	PARKING LOT SWEEPING AT THE CABINET SHOP 1 TIME PER WEEK SUNDAY	15 00	75 00
Thank you for your business			Total	\$1 315 00

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE ("Lease") is entered into as of the 30th day of March 1999, which is the date of this Lease, by and between J.R.P. INVESTMENTS, LLC, a Utah limited liability company ("Landlord"), and FLEMING COMPANIES, INC., an Oklahoma corporation ("Tenant")

RECITALS

A Landlord is the owner of certain real property located in West Valley City, Salt Lake County, Utah, which is to be developed into a retail shopping center

B Tenant desires to operate or cause to be operated a retail grocery supermarket on and from the Leased Premises (defined below), and Landlord has agreed to construct a building and related improvements thereon according to Tenant's minimum plans and specifications, and to construct additional adjacent improvements, all as more particularly provided below

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows

AGREEMENT

1 Definitions

1.1 Leased Premises That certain retail store space that includes approximately 52,851 ground floor square feet (determined by measuring from the outside of any exterior walls to the middle of any common or shared walls) and designated as the 'Supermarket' or 'Food 4 Less' on the Shopping Center drawing attached hereto as Exhibit "A" (the "Site Plan")

1.2 Real Property That certain real property located in West Valley City, Salt Lake County, Utah, inclusive of the Leased Premises and more particularly described on Exhibit "B" attached hereto, together with all easements appurtenant to such real property (the 'Real Property')

1.3 Shopping Center All the land and improvements now or hereafter located on the Real Property (the "Shopping Center")

1.4 Lease Interest Rate The term "Lease Interest Rate" shall mean a fluctuating rate equal at all times to four percent (4%) per annum plus the prime rate or equivalent thereof from time to time announced or published in the "Money Rates" section of The Wall Street Journal

Hazardous Materials relating in any way to or Tenant's use or occupancy of the Leased Premises

6 10 15 Survival The respective rights, liabilities and obligations of Landlord and Tenant under Subparagraph 6 10 shall survive the expiration or earlier termination of this Lease

7 Repair and Maintenance Responsibility Landlord and Tenant shall have the following responsibilities for repair and maintenance of the Shopping Center, including the Leased Premises, provided that any obligation or liability not specifically covered by the terms of this Lease shall be considered an obligation of Landlord

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

Landlord shall also be responsible for all maintenance of, and repairs and replacements to, the Common Areas, including, without limitation, the following: keeping the parking area repaired, adequately drained, lighted to a minimum level of four (4) foot candles throughout the Common Areas, striped, cleaned and free of all debris, ice, snow and/or repaired and replaced as necessary and available at all times as a free parking lot for all customers of the Shopping Center, keeping the landscaping on the Shopping Center and all other Common Areas clean, lighted and in good repair, and keeping all sidewalks and Common Areas clean and free of all debris, ice and snow. Tenant shall be responsible for its Proportionate Share of the following Common Area costs only ("Common Area Maintenance Costs"): costs of cleaning, lighting, repairing and maintaining (but not replacing) all common area improvements, (except to the extent proceeds of insurance or condemnation awards or other reimbursements are available therefor), snow removal,

removal of litter, parking lot striping, landscaping, common area liability insurance, operating equipment rental and repairs, and the cost of those utilities servicing the Shopping Center Common Areas only which are not directly metered into the Leased Space and separately billed and paid for by Tenant pursuant to Subparagraph 6.6 hereof. Common Area Maintenance Costs shall be reasonable and shall not include (i) any direct or indirect management or administrative fees or charges, (ii) any charge for Landlord's overhead or profit, (iii) charges for any item that was or should have been originally constructed under the Construction Documents or repair of any latent defects, (iv) depreciation, (v) employee benefits of maintenance personnel, (vi) any environmental clean-up, (vii) any expenses related to off-site maintenance or managerial personnel or facilities, or (viii) any charge for any item of equipment or any repair or improvement that is considered a capital expense under generally accepted accounting principles. Tenant's Proportionate Share of Common Area Maintenance Costs shall be paid in monthly installments on the first (1st) day of each month, the amount to be reasonably estimated by Landlord. Within sixty (60) days following the end of the period used by Landlord in estimating Landlord's costs, Landlord shall furnish to Tenant a detailed certified statement of the actual amount of such Common Area Maintenance Costs for such period supported by reasonably detailed statements, along with invoices or such other documentation supporting such costs as Tenant requests. Within fifteen (15) days thereafter, Tenant shall pay to Landlord or Landlord shall credit against Tenant's next rent payment to Tenant (or refund to Tenant if the Lease has terminated), as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's Common Area Maintenance Costs for such period as shown by such statement. Notwithstanding anything contained in this Subparagraph 7.1 to the contrary, Tenant shall have no obligation to make any such payment pursuant to this Subparagraph 7.1 if the statement for which shall have been received by Tenant more than one hundred eighty (180) days after the end of the Lease Year. Tenant, or its duly authorized representatives, shall have access to Landlord's records regarding Common Area Maintenance Costs at all reasonable times for the purpose of examining and, if Tenant so elects, auditing the same. Tenant shall have the right to withhold payment of any Common Area Maintenance Charges that are disputed in good faith by Tenant pending resolution of such dispute.

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

7.2 Repair and Maintenance by Tenant Tenant, at its cost, shall keep the interior of the Leased Premises in repair, including plumbing, heating and air conditioning units exclusively serving the Leased Premises, doors and door closers, plate glass, and all trash dumpsters, corrals, promotional areas and other exterior areas utilized or controlled

21 18 Commissions Landlord agrees to pay Colliers Commerce CRG a real estate commission for services rendered in procuring Tenant as lessee of the Leased Premises. The amount of commission payable and the terms of payment shall be as stated in that certain Exclusive Authorization of Sale and Lease, dated effective May 1, 1998, as extended on February 7, 1999.

21 19 Limitation on Tenant's Set-off Right Notwithstanding any language to the contrary contained in this Lease, Tenant's right to offset rent or other amounts otherwise payable by Tenant hereunder against those amounts owing by Landlord to Tenant under the terms of this Lease shall not exceed, in any month, one-half of the Minimum Rent payable by Tenant during such month.

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

LANDLORD

J R P INVESTMENTS, LLC,
a Utah limited liability company

By
Its

Richard C. Parar
Manager

TENANT

FLEMING COMPANIES, INC.,
an Oklahoma corporation

By
Its

Robert W. Smith
SR VICE PRES