


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor Fleming Companies, Inc , et al	Case Number 03-10945-13	THIS SPACE IS FOR COURT USE ONLY
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) Stanley Square, LLC Vic & Helen Regnier	<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 Stewart M Stem / Sharon L Stolte Stinson Morrison Hecker LLP 9 Corporate Woods, Ste 450 9200 Indian Creek Pkwy Overland Park, KS 66210 Tel (913) 344-8009 Fax (913) 451-6352		
Account or other number by which creditor identifies debtor KS-109, 8030 West 151st Street, Overland Park, KS	Check here <input type="checkbox"/> replaces if this claim 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- Lease arrearage and lease rejection damages		
<input type="checkbox"/> Retire 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: right;">(date) (date)</div>		
2 Date debt was incurred 4/30/03	3 If court judgment, date obtained	
4 Total Amount of Claim at Time Case Filed \$ 336,495 06 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 \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____	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 commission (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 acknowledgement 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 <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.2em; font-weight: bold;">SEP 15 2003</div> <div style="font-size: 1.5em; font-weight: bold;">BMC</div> <small>Fleming Companies Claim</small>  <small>13214</small>
Date September 12, 2003	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). Sharon L Stolte, Attorney and Agent <i>[Signature]</i> Stinson Morrison Hecker LLP,	
Penalty for presenting fraudulent claim: Fine of up to \$500 000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

SUMMARY OF DAMAGES

Bankruptcy Petition Date April 1, 2003

Arrearage on Petition Date \$43,200 78

Lease payments, including CAM, Taxes, etc due under the Lease from May 1, 2003 through April 30, 2004

\$293,294 28 (\$24,441 19 x 12 = \$293,294 28)

15% of the remaining lease term under the Lease \$249,300 14 (\$24,441 19 x 68 months = \$1,662,000 92 x 15% = \$249,300 14)

CERTIFICATE OF SERVICE

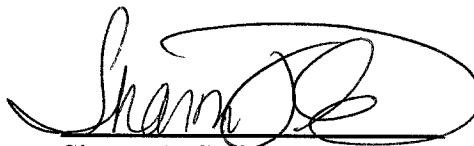
A copy of the above and forgoing Claim with attachments was deposited in the United States Mail, first class, postage prepaid on the 12th day of September, 2003 to the following parties

James H M Sprayregen
Kirkland & Ellis
777 South Figueroa Street
Los Angeles, CA 90017-5800

Laura Davis Jones, Esq
Pachulski Stang Siehl Young
& Jones
919 N Market St , 16th Flr
Wilmington, DE 19899-8705

and a copy of the above and forgoing Claim with attachments was sent to the following party via Federal Express on this 12th day of September, 2003

Bankruptcy Management Corp
P O Box 900
El Segundo, CA 90245-0900



Sharon L Stolle
ATTORNEY FOR STANLEY
SQUARE LLC

BUILD AND LEASE AGREEMENT

LESSOR

TAPP DEVELOPMENT CO., LTD.

LESSEE

FLEMING COMPANIES, INC.

151st Street and 69 Highway
Stanley, Kansas

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BUILD AND LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of DECEMBER, 1987, by and between TAPP DEVELOPMENT CO., LTD, an Oklahoma limited partnership, whose address is 9400 North Broadway, Suite 600, Oklahoma City, Oklahoma 73114, hereinafter called "LESSOR," and FLEMING COMPANIES, INC., an Oklahoma corporation with an office at Oklahoma City, Oklahoma, hereinafter called LESSEE

WITNESSETH

WHEREAS, the LESSOR desires to lease and construct a building (hereinafter called "the premises"), containing approximately 39,904 square feet and constituting a part of the Stanley Square (hereinafter called the "Shopping Center") of which the Shopping Center is, or will be, located upon the following described real estate

Beginning at a point 60 feet North of the South line and 305.75 feet West of the East line of the Southwest Quarter of Section 6, Township 14 South, Range 25 East; THENCE North 02 degrees 47 minutes 41 seconds East along the West right-of-way line of U.S. 69 Highway a distance of 500.60 feet to a point 560 feet north of the South line and 290.4 feet West of the East line of said Southwest Quarter; THENCE North 89 degrees 59 minutes 19 seconds West parallel to said South line a distance of 996.23 feet, said point being 50 feet from the West line of the East Half of said Southwest Quarter; THENCE South 00 degrees 09 minutes 19 seconds East parallel with the West line of said Southwest Quarter a distance of 470.00 feet, said point being 90 feet from the South line of said Southwest Quarter; THENCE South 89 degrees 59 minutes 19 seconds East parallel with the South line a distance of 611.16 feet; THENCE South 00 degrees 04 minutes 45 seconds East a distance of 30.00 feet; THENCE South 89 degrees 59 minutes 19 seconds East parallel with the south line of said Southwest Quarter a distance of 359.35 feet to the point of beginning and containing 473,342 square feet or 10.8664 acres, more or less

WHEREAS, LESSOR, as Declarant, is or will be the owner of Outparcel #1, Outparcel #2 and Outparcel #3 being the remaining development tracts of the 'Shopping Center, all as delineated and legally described on the plot plan Exhibit "A," attached hereto and made a part hereof; and the LESSEE desires to lease the premises upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants to be performed, the parties hereto agree as follows

1 OWNERSHIP. The LESSOR covenants that it will have good title to said real estate prior to the commencement of construction, and that the LESSEE, upon paying the rentals herein reserved and observing, performing and keeping all and singular the covenants and agreements herein specified to be kept and

performed by LESSEE, shall, and may lawfully, peacefully, and quietly have, hold, use, occupy, possess and enjoy the premises hereby leased for and during the term hereof, without any hindrance, eviction, molestation, or interruption of or by the LESSOR, or any person or persons. LESSOR covenants that no zoning or other ordinance, law, regulation, or restrictive covenants prevent use of the leased premises for the intended purpose

IMPINGEMENT. Except as herein provided for, LESSOR warrants and guarantees that there are no prior documents of record, nor unrecorded documents within the knowledge of LESSOR, which will permit third parties to impinge upon the rights of LESSEE under this Lease by use or occupancy of adjacent property, or of the premises, the parking area, or the other common use areas as shown on the plot plan attached to and made a part of this Lease as Exhibit "A" LESSOR shall not make any deviations or variations in the construction or use of the plotted area from that shown on said plot plan without the prior written consent of LESSEE.

2 COMMON AREAS The premises are to be located as approved by the parties as shown on the plot plan marked Exhibit "A," attached hereto and incorporated herein LESSOR agrees that the use and occupancy by the LESSEE of the premises shall include the use in common with others entitled thereto in said Shopping Center, including its customers, suppliers, visitors and invitees, of the common areas, employees' parking areas, service roads, loading facilities, sidewalks, and customers' parking areas, all as shown on Exhibit "A", and all future facilities and common area designed for common use, all of such areas and facilities being hereinafter collectively termed "common areas," subject, however, to the terms and conditions hereinafter set forth The LESSOR covenants and agrees that it shall maintain the common areas of the Shopping Center in good operating condition and repair (hereinafter called "common area maintenance"), adequately drained and reasonably free from rubbish and debris, any grass mowed, properly landscaped, and the LESSOR shall promptly stockpile or remove all snow and ice from the sidewalks, parking and driveway areas and cause all remaining surface ice to be treated with sand, salt or similar abrasive. The LESSOR shall resurface the sidewalk, parking and driveway areas when the same shall be reasonably necessary, together with the restriping of the parking areas. The LESSOR shall keep the common areas of the Shopping Center well lighted during such

hours of darkness as LESSEE shall remain open for business and for a period of one (1) hour thereafter.

LESSEE, for the use and benefit of itself, its agents, employees, customers, licensees, subtenants, and assigns shall have the non-exclusive right in common with LESSOR, other present and future owners, tenants, and their agents, employees, customers, licensees, and subtenants and assigns, to use those portions of said common and parking areas in the Shopping Center shown on Exhibit "A" attached, during the entire term of this Lease, or any extension thereof, as designated for ingress and egress, roadway, sidewalk, and automobile parking purposes. In the event LESSOR undertakes to develop Outparcel #1, #2 or #3 or other contiguous development or expansion of the Shopping Center to be located adjoining, adjacent, and contiguous to this Shopping Center, LESSEE, for the use and benefit of itself, its agents, employees, customers, licensees, subtenants and assigns shall have the non-exclusive right to use any portions of the common areas, if any, designated as such in said Outparcel #1, #2 and #3 or other adjoining adjacent and contiguous development or expansion of the Shopping Center, as are designated for ingress and egress, roadway, and sidewalk, provided that LESSOR agrees to provide during the entire original and any renewed term of this Lease, a clear, convenient and continuous and uninterrupted access to and from the delivery and service area to be used by LESSEE and the construction of said access shall be constructed in conformance with Paragraph 2 of said Specifications (Exhibit B) while utilizing the premises, LESSOR agrees to maintain public liability insurance on said common and parking areas expanded by LESSOR, and LESSOR agrees that all construction in connection with said Outparcel #1, #2 and #3 development or other development or expansion of the Shopping Center shall be subject to the limitations hereinafter set forth in the final paragraph of Paragraph 3

COMMON AREA MAINTENANCE AND REIMBURSEMENT LESSEE agrees to pay as additional rent, pursuant to Paragraph 6G hereof, Thirteen Thousand Nine Hundred Sixty-Six Dollars and Forty Cents (\$13,966.40) as LESSEE'S estimated annual pro rata share (determined by the proportion which the number of square feet of floor space in the premises bears to the number of square feet in the proposed Shopping Center, as depicted on Exhibit "A" hereof) of the expense of common area maintenance of the Shopping Center shown on Exhibit "A" attached,

for the first year of the lease term. LESSEE'S pro rata share shall be payable monthly in the amount of One Thousand One Hundred Sixty-Three Dollars and Eighty-Six Cents (\$1,163.86).

During succeeding years of the lease term and renewal terms, the above described additional rental shall be calculated as hereinafter set forth. Within thirty (30) days after the end of each calendar year, during the original term or any renewal term(s) of this Lease, LESSOR agrees to furnish to LESSEE a statement, itemized in reasonable detail, setting forth the total expenses for such common area maintenance charges for such calendar year. LESSOR and LESSEE shall meet and review said itemized statement, determine LESSEE'S pro rata share thereof (as hereinabove defined), and make adjustments for underpayment of LESSEE'S pro rata share, which underpayment LESSEE shall pay over the next ensuing six (6) monthly payments of said expenses, and for overpayment of LESSEE'S pro rata share, which overpayment shall be credited against LESSEE'S next ensuing six (6) monthly payments of said expenses. At such meeting LESSOR and LESSEE shall estimate LESSEE'S pro rata share of the expenses of maintaining the common areas for the succeeding calendar year, and LESSEE'S monthly payment of said pro rata share shall be adjusted accordingly.

EXTENDED HOUR LIGHTING. In the event that LESSEE, in its sole discretion, desires to remain open for business after 11 59 p.m., then, as additional rental, LESSEE agrees to pay an amount which is the sum computed by multiplying the number of hours (not exceeding eight (8) hours daily) during which LESSEE remains open after 11 59 p.m., times the wattage of common area parking lot lighting and sign(s) identifying the Shopping Center, times the actual utility rate applicable, provided that, should other tenants in the Shopping Center remain open after 11 59 p.m., the LESSEE shall pay only a pro rata amount arrived at by taking into consideration the number of hours such other tenant(s) remain open for business and the square footage of such other tenants' leased premises. Such additional extended hour lighting charges shall be billed by the LESSOR to the LESSEE, being properly documented, together with a statement showing the LESSOR'S calculations of the amount due and payable, the LESSEE agrees to pay such extended hour lighting charges on demand. The LESSOR, at its own cost and expense, agrees to properly cause the installation of a separate meter for the purpose of ascertaining such additional extended hour lighting charges.

Notwithstanding anything provided in this paragraph to the contrary, it is agreed and understood that the LESSEE'S pro rata share of the repair and maintenance costs attributable to common area maintenance of the Shopping Center shall not include any of the following

- (a) Charge for any item that was or should have been originally constructed under the plans and specifications of the Shopping Center,
- (b) Charge for any item of equipment or capital improvement ("capital improvement" shall mean a valuable addition made to the premises and common areas in excess of ordinary repairs and maintenance) that is properly chargeable to capital expense or capital improvements under recognized and accepted accounting principles and standards,
- (c) Any charge for LESSOR'S overhead and profit;
- (d) Charge for LESSOR'S administrative costs and expenses in administering the common area charges.

3 CONSTRUCTION The LESSOR agrees to cause construction of the premises and other improvements in accordance with the plot plan, Exhibit "A" attached, and the specifications, Exhibit "B," attached hereto and incorporated herein. This Lease shall not be effective until such specifications, Exhibit "B," and the plot plan, Exhibit "A," have been so attached and have been initialed by both parties. LESSOR shall provide water, sewer, gas, electrical and other utilities. LESSEE shall have the right to review the elevation drawing. ✓

The LESSOR agrees that, at the option of the LESSEE, this Lease shall become null and void if construction of the Shopping Center, including the premises, is not commenced on or before March 1, 1988, and completed and ready for occupancy on or before March 1, 1989, causes or conditions beyond the control of LESSOR only excepted, provided, however, that if the premises are not ready for occupancy on or before September 1, 1989, irrespective of cause, and irrespective of whether such cause is beyond the control of LESSOR, LESSEE, in its sole discretion, is hereby granted the option to cancel and terminate this Lease.

Construction of the premises shall not be considered complete until it is substantially completed in every respect ("substantially completed in every

respect" shall mean complete except for those items listed on the punch list, as hereinafter defined, which can be and will be corrected and completed within thirty (30) days by LESSOR in accordance with the specifications, Exhibit "B" hereof, none of which items would materially interfere with or impair the LESSEE'S use of the premises, and to an extent permissible with respect to necessary work to be performed by LESSOR in installing its trade fixtures and equipment), including, but not limited to, toilet facilities, office space, vinyl floor covering, automatic pressure-pad doors, light fixtures (including tubes and globes), boiler, heating, refrigerated air conditioning, enclosed machine rooms, curtain walls and partitions, and electrical and plumbing requirements complete to the point of connection of fixtures, equipment, checkstands and signs, interior and exterior decoration completed, parking areas completely surfaced, with adequate lighting and initial traffic control, and service roads, sidewalks, loading facilities completed, all to be in accordance with specifications (Exhibit "B") to be supplied by LESSEE. LESSOR agrees to construct LESSEE'S premises in full compliance with the then-existing Insurance Service Organization ratings. Upon completion of construction, LESSOR agrees to provide LESSEE with a rating sheet for LESSEE'S premises from the Insurance Service Organization indicating deficiencies, if any. LESSOR agrees LESSEE may install its sign(s) on the premises. LESSOR will initially construct a sign at the Shopping Center identifying the Shopping Center only, being denoted on the plot plan Exhibit "A" and to be built in accordance with the specifications set forth on Exhibit "B." Any subsequent signs constructed by LESSOR shall identify the Shopping Center only. LESSOR covenants and agrees that neither it nor any other tenant of Outparcel #1, Outparcel #2 and Outparcel #3 shall construct a sign so as to impair the visibility of or access to or from LESSEE'S building or of LESSEE'S sign(s), without the prior written consent of the LESSEE being first obtained.

LESSEE agrees to accept the premises in the condition existing on the date of the commencement of the term, subject to LESSEE'S list of defective items (hereinafter called "punch list") being completed. In the event of LESSOR'S failure to complete said punch list items within thirty (30) days after receipt of LESSEE'S notification to LESSOR, then at LESSEE'S sole option LESSEE may either complete such punch list items and deduct the cost thereof from rent, the costs of which are hereby agreed to in advance by the parties

hereto to be reasonable and proper deductions, or require LESSOR'S specific performance of the same, or seek any other legal remedies available to LESSEE LESSOR covenants that the premises to be constructed shall, at the commencement of the term hereof and subject to LESSEE'S punch list being completed, be structurally sound and in good tenantable condition, and that there shall be no latent defects therein "Latent defect" as used herein is a defect which is a departure from plans and specifications not apparent upon an ordinary and reasonable inspection by a professional engineer qualified to make such inspection, normal wear and tear excepted LESSOR further covenants that if any latent defects in the premises become apparent at any time during this Lease, and it shall appear that such latent defects existed at the beginning of the term hereof, or resulted from faulty design, workmanship or materials, then LESSOR shall cause the same, after receiving written notice from LESSEE, to be repaired and corrected with all reasonable speed. LESSEE shall have the benefit of all warranties accruing to the LESSOR by reason of construction of the premises and any installation of equipment thereon.

In the event the LESSOR further develops or expands the Shopping Center under Outparcel #1 through #3 development or any other development or expansion, LESSOR agrees that in accordance with an ECR attached as Exhibit "C" all further development or expansion shall be limited to a one (1) story construction, not to exceed seventeen (17) feet in height, unless LESSOR first receives LESSEE'S written consent, which consent shall not be unreasonably withheld and that at all times a minimum parking ratio of three (3) square feet of parking and common area space will be provided at the time of construction for each one (1) square foot of any additional building space in that manner shown on Exhibit "A," so that all buildings will be situated within the "Designated Building Area" designated on Exhibit "A" attached and all dirt, debris and construction machinery and materials will be situated within the area being developed, said other areas being Outparcel #1 through #3 on Exhibit "A" attached. LESSOR to have the obligation of and bear the expense in connection with removing any dirt or other debris, or construction materials and/or machinery from such further development or expansion that is upon the common or parking areas or delivery or service areas, of the Shopping Center as designated on Exhibit "A" attached, or upon the premises and said expenses shall be treated by LESSOR as part of the construction cost of said

respective tract and such expense shall not be treated as or included in common area maintenance expense. LESSOR agrees to use diligent efforts to carry out the further development or expansion in a manner that shall not unreasonably impair or unreasonably interfere with LESSEE'S business

4. TERM The LESSOR agrees to, and does hereby, lease the premises to the LESSEE for an original term of twenty (20) years, commencing on the first day the premises are opened for business or forty-five (45) days following the date when construction of the premises is completed in accordance with the terms of this Lease and the premises are ready for occupancy by LESSEE, except for punch list items, which can and will be completed within thirty (30) days, as aforesaid, and LESSOR notifies LESSEE of the foregoing, whichever is earlier. The commencement date of the term shall be endorsed at the end hereof, and the lease term shall terminate at 11 59 p.m. on the last day of the twenty (20) year term thereafter

It is agreed that, if at the end of the original term of this Lease, or any option period hereof, LESSEE, in its sole discretion, shall deem it necessary to remain in occupancy of said premises beyond the termination date of the lease, LESSEE may do so for a period of time up to one hundred twenty (120) days. For any such extension period, the rent will be one and one-half (1.5) times the minimum monthly rent LESSEE shall give LESSOR sixty (60) days' notice should such extension be necessary. It is agreed that the LESSEE shall not be obligated to open the premises for business nor shall the rent for the premises commence until all streets and highways and parking areas, shown on Exhibit "A" attached hereto, have been fully paved and are open for public use.

5. RENEWAL OPTIONS. It is further agreed that, at the expiration of the original term, the LESSEE shall have the right, exercisable at its sole option, to extend this Lease for four (4) additional term(s) of five (5) years each, upon the same terms and conditions. The LESSOR shall be notified of the LESSEE'S intent to exercise such option at least six (6) months prior to the end of the then current term It is further agreed that LESSEE shall have the right, at its sole option, to extend this Lease for an additional term not to exceed seven (7) years, if necessary, to permit reconstruction and repair of the premises after its damage or destruction, in accordance with the provisions of Paragraph 16 hereof

6. RENT. As rent for the premises, the LESSEE agrees to pay to the LESSOR at 9400 North Broadway, Suite 600, Oklahoma City, Oklahoma 73114, or at such other places as are mutually agreed upon, the following amounts

- A Commencing with and during the first through the second lease years, a minimum monthly rental of Eighteen Thousand Seven Hundred Eighty-Eight Dollars and Thirteen Cents (\$18,788.13); thence commencing with and during the third through the tenth lease years, a minimum monthly rental of Twenty-Two Thousand Four Hundred Forty-Six Dollars (\$22,446.00); thence, commencing with and during the eleventh through the twentieth lease years, and any exercised renewal option term, a minimum monthly rental of Twenty-Three Thousand Two Hundred Seventy-Seven Dollars and Thirty-Three Cents (\$23,277.33), or,
- B An amount equal to 1% of all gross sales, as defined herein, made from the premises in any annual period, whichever is greater
- C. Taxes and assessments as set forth in Paragraph 8 hereof
- D. Public liability and property damage insurance annual premiums insuring the common areas as set forth in Paragraph 9 hereof.
- E Fire and extended coverage insurance annual premiums as set forth in Paragraph 16 hereof.
- F Repairs and maintenance of the premises as set forth in paragraph 13 hereof.
- G As additional rental, LESSEE'S annual proportionate share of common area maintenance cost, as defined, as set forth in Paragraph 2 and Paragraph 13

GROSS SALES DEFINED. The term "gross sale," as used herein, shall include all sales of merchandise from, through, or off the premises, including the performance of any service for any customer or patron for compensation by the LESSEE or employee, and shall include all sales by every department thereof, for cash or on a charge basis, including all business in which orders come by mail, telephone, or telegraph, less credit for returned merchandise, merchandise trade-ins, and credits of a similar nature. "Gross sales" shall not include sales, luxury, excise or other taxes collected by LESSEE from customers and charged separately, merchandise transfers from one of the LESSEE'S or a SUBLESSEE'S stores to another, return or merchandise to a supplier, wholesale bakery or wholesale delicatessen sales, or sales of money orders or vending machine receipts, except to the extent of royalties actually received by LESSEE.

LESSOR shall have the right, at any time, but no more than once a year, and from time to time, at LESSOR'S expense, to have audits made of the records of sales which occur on the premises. LESSOR'S right to examine the books and records pertaining to the operation of a business on the premises, or to make

an audit thereof in respect to any lease year, shall be limited to the then current lease year, plus the year immediately preceding LESSEE'S statements for other prior lease years shall be deemed to have been accepted by LESSOR and be incontestable

LEASE YEAR DEFINED The term "lease year", as used in this Lease, means the following

- 1 With reference to the first lease year, the period from the commencement date of the term of this Lease through the last day of the twelfth (12th) full calendar month thereafter
- 2 With reference to any succeeding lease year (with the exception of the last lease year), twelve (12) full consecutive calendar months commencing on the first day of the calendar month next succeeding the last day of the preceding lease year
- 3 With reference to the last lease year, the period commencing on the first day of the calendar month next succeeding the last day of the preceding lease years and terminating on the last day of the lease term

The minimum monthly rent for each full calendar month, running from the first day of that month to the last day of that month, shall be paid on or before the twentieth (20th) day of the following month

If the commencement date of the term of this Lease shall be other than the first day of a calendar month, the rent for such partial month shall be calculated and paid on a proportionate basis, so that thereafter rent may be calculated and paid for even calendar months

PERCENTAGE RENT Payment of any additional rental, as outlined in Paragraph 6B herein, shall be paid on or before the twentieth (20th) day of the month following the ending of each annual period.

7 LESSOR MORTGAGES. All mortgage payments or other charges required to LESSOR discharge any lien or encumbrance that may affect the premises, and for which the LESSOR is solely responsible, and which is superior and prior to the terms of this Lease, and the rights of LESSEE hereunder, shall be paid by the LESSOR as the same shall become due

8 TAXES AND ASSESSMENTS As additional rental, the LESSEE agrees to pay to the LESSOR, on demand, the amount of all taxes and assessments levied and assessed against the premises and the proportionate share (as hereafter set forth) of the parking and common areas of the Shopping Center that shall become due and payable during the original or any exercised renewed term hereof. If the Shopping Center is taxed as a unit, the LESSEE shall be liable for only such proportion of such taxes and assessments as the number of square feet of floor space in the premises bears to the proposed total number of square feet (NSC)

of floor space in the Shopping Center as depicted on Exhibit A. Such taxes and assessments must be billed by LESSOR to LESSEE no later than ninety (90) days after receipt of notice from the local taxing authority to LESSOR. LESSOR shall be required to send LESSEE receipted tax bill(s) showing payment for taxes as well as for special assessments. If such notice is not received by LESSEE within ninety (90) days, LESSEE'S obligation to pay such taxes and assessments will be considered to be null and void, provided, however, that for any partial tax year occurring during the original or any renewed term hereof, the LESSEE shall be liable for only that proportion of such taxes and assessments as the number of days in such partial tax year bears to 365.

ASSESSMENTS MADE DURING LEASE TERM In the event during the term of this lease or any extension thereof that an assessment is placed upon the premises or Shopping Center by any taxing authority of competent jurisdiction, and if such assessment is payable or may be paid in installments, then, and in that event, such assessment shall be paid by installments, and LESSEE shall be liable to pay said assessment only to the extent of making timely payment of those installments falling due during the term of this Lease or any extension thereof. Further, if any assessment is proposed by any competent taxing authority during the term of this Lease or any extension thereof, then, upon the request of LESSEE, LESSOR and any mortgagee shall use their best efforts to obtain an assessment which is payable or may be paid in installments.

In the event during the term of this Lease or any extension thereof that an assessment is placed upon the premises or Shopping Center by any taxing authority of competent jurisdiction, and such assessment is payable only in lump sum, then and in that event LESSEE shall be liable only for payment of a proportionate share of such assessment in the proportion which the number of years remaining in the original term and/or any renewal options then remaining available to LESSEE hereunder bears to the useful life of the improvement against which the assessment is made, said useful life being determined by agreement of the parties or, in absence of agreement, by arbitration under the procedures set forth in Paragraph 18 hereof.

LESSEE shall further have the right to deduct fifty percent (50%) of such lump sum assessment payable by LESSEE from percentage rent as provided in Paragraph 6B(2) hereof. The LESSEE shall also pay all taxes levied and assessed upon property belonging to it or its SUBLESSEE and located upon the (NSC)

premises. In no event shall such tax payments by LESSEE for taxes levied and assessed upon its property be deducted from percentage rent.

Any taxes and assessments levied and assessed against the premises that shall become due and payable during the term hereof and which LESSEE has agreed to pay may be contested by LESSEE, by appropriate proceedings, in LESSOR'S or LESSEE'S name, and LESSOR will offer no objections, will cooperate with LESSEE, will provide any information requested by LESSEE, and will execute any document which may be necessary and proper for such proceedings. Any refund shall be the property of LESSEE to the extent that it is based upon the payment of any assessments made by LESSEE, and LESSEE shall be entitled to recover any cost of contest from the percentage rental payable by LESSEE under the provisions of this Lease.

If the leased premises are part of a Shopping Center or constitute part of a tract which is assessed as a whole, then LESSEE may at its option contest any such tax assessment, and any refunds shall be the property of LESSEE to the extent that they are based upon the payment of a pro rata share of an assessment made by LESSEE, and LESSEE shall be entitled to recover any cost of contest from the percentage rental payable by LESSEE under the provisions of this Lease. In the event LESSOR shall contest any taxes or assessments, LESSEE shall be immediately notified in writing.

The LESSEE shall also pay all taxes levied and assessed upon property belonging to it and located upon the premises.

9 LESSEE HOLD HARMLESS The LESSEE agrees to protect and save the LESSOR harmless from any and all claims of others for injuries to persons or property occurring in or upon the premises as defined on page one (1) hereof and arising out of the use, occupancy or operation of said premises by the LESSEE and its sublessees, except for such claim for injuries that are caused in any proportion by the negligent, intentional or willful acts of the LESSOR.

PUBLIC LIABILITY INSURANCE OF PREMISES LESSEE agrees to maintain, at its own expense, during the full term of this Lease, a policy of public liability and property damage insurance in a reputable company authorized to do business in the State of Kansas, in which policy LESSOR, LESSEE and any Mortgagee shall be named as additional insureds, and to furnish current certificates evidencing the existence of such insurance providing that such insurance shall not be cancelled except after thirty (30) days' written notice to LESSOR. Such policy shall provide primary coverage for the benefit of (NSC)

LESSOR and LESSEE in an amount of One Million Dollars (\$1,000,000 00) single limit combined bodily injury and property damage each occurrence, to cover all situations where any other person or persons claim bodily injury, death, or property damage in or upon the premises.

PUBLIC LIABILITY INSURANCE OF COMMON AREA. LESSOR covenants and agrees to maintain, at its own expense, during the full term of this Lease, a policy of public liability and property damage insurance in a reputable company authorized to do business in the State of Kansas, in which policy LESSOR, LESSEE and any Mortgagee shall be named as additional insureds insuring against any liability (including all situations where any other person or persons claim bodily injury or property damage) arising on or about the common areas of said Shopping Center as defined in Paragraph (2) hereof, including, but not limited to, all common use and parking areas of said Shopping Center, and to furnish current certificates evidencing the existence of such insurance providing that such insurance shall not be cancelled except after thirty (30) days' written notice to LESSEE. Such policy shall provide primary coverage for the benefit of LESSEE and LESSOR in an amount of One Million Dollars (\$1,000,000 00) single limit combined bodily injury and property damage each occurrence, to cover all situations where any person or persons claim personal injury, death, or property damage on or about said common areas

REIMBURSEMENT PUBLIC LIABILITY INSURANCE OF COMMON AREA LESSEE agrees to remit to LESSOR, on an annual basis within thirty (30) days after being billed therefor, the pro rata share of the annual premium for insurance covering the common areas of the Shopping Center for said policy(s) as hereinabove provided, subject to LESSEE'S right to obtain a like insurance coverage policy(s) covering the common areas of the Shopping Center. Should LESSEE be able to secure such policy(s) at a lower rate for like coverage, in such event LESSEE shall provide to LESSOR reasonable data supporting the availability of such like insurance policy(s) at a lower rate, and upon receipt of such data, LESSOR shall have the option, exercisable in its sole discretion and within thirty (30) days after receipt of such data, to cancel its insurance policy(s) covering the common areas of the Shopping Center and obtain LESSEE'S policy(s). Should LESSOR elect not to cancel its insurance policy(s) and obtain LESSEE'S policy(s), as aforesaid, LESSOR agrees to deduct, from amounts due from LESSEE in payment of LESSOR'S insurance policy(s) covering the premises and within said thirty (30) days, the difference between the premium (NSC)

paid or charged by LESSOR for its insurance policy(s) covering the premises and that which would have been paid by LESSEE for LESSEE'S policy(s) covering the common areas of the Shopping Center

LESSOR HOLD HARMLESS The LESSOR agrees to protect and save the LESSEE harmless from any and all claims of others for injuries to persons or property occurring on or about common areas and arising out of the use or operation of said common areas, including reasonable attorneys' fees, except such claims for injuries which are caused, in any proportion, by the negligent, intentional or willful acts of the LESSEE, its agents or employees

10 WAIVER OF LIABILITY LESSEE hereby waives any cause of action which LESSEE or anyone claiming by, through or under LESSEE, by subrogation or otherwise, might now or hereafter have against LESSOR, or any other tenant in the Shopping Center of which the premises are a part, based on any loss, damage or injury which is insured against under any insurance policy which names LESSEE as insured or which would be insured against under any insurance policy which this Lease requires LESSEE to carry LESSOR hereby waives any cause of action which LESSOR or anyone claiming by, through, or under LESSOR, by subrogation or otherwise, might now or hereafter have against LESSEE based on any loss, damage or injury which is insured against under any insurance policy which names LESSOR as insured or which would have been insured against under any insurance policy which this Lease requires LESSOR to carry All policies of insurance written to insure all buildings, parking and common areas, service and delivery areas, improvements, contents, and all other such property (real or personal) shall contain a proper provision, by endorsement or otherwise, whereby the insurance carrier issuing the same shall (i) acknowledge that the insured has waived and released its right of recovery pursuant to this paragraph and (ii) waive the right of subrogation which such carrier might otherwise have had, all without impairment or invalidation of such insurance The provisions of this paragraph shall be equally binding upon and inure to the benefit of any assignee or sublessee of LESSEE

11 REMOVAL. The LESSEE shall have the right to remove any and all furniture, fixtures, and equipment it may have installed on or in the premises, provided the LESSEE shall restore any structural damage to the building resulting from such removal, usual wear and tear excepted

12. LESSOR ENTRY The LESSOR shall have the right to enter the premises at any reasonable time for the purpose of inspecting the same, or for the (NSC)

purpose of doing anything that may be required under this Lease, or for the purpose of doing anything LESSEE may be required to do and shall fail to do. In the event that it is reasonably necessary for the LESSOR to make any repairs to the premises that the LESSEE is responsible for, but which the LESSEE has failed to make, LESSEE shall reimburse the LESSOR for the cost thereof on demand, and the LESSOR shall not be responsible to the LESSEE for any loss or damage that the LESSEE may suffer from such repairs, provided that such loss or damage is reasonable under the circumstances.

13 MAINTENANCE AND REPAIR Except for the LESSOR'S obligations with respect to latent defects as set forth in Paragraph 3 and with the obligations to maintain in good condition the structural portions of the building, including foundation, slabs, walls, roof, and electrical and plumbing services to the building, LESSEE agrees at its expense to maintain all other portions of the premises and to make all ordinary repairs (except for capital improvements, which shall mean valuable additions made to the premises in excess of ordinary repairs and maintenance) in and about the premises necessary to preserve them in good order and condition, including the air conditioning and heating equipment, after expiration of the warranty period stated in Exhibit B. The LESSOR shall have no obligations with respect to such repairs and maintenance.

If, in the event of an emergency, it shall become necessary to make any repairs hereby required to be made by LESSOR, LESSEE may proceed forthwith to have such repairs made and pay the reasonable cost thereof, whereupon LESSOR shall reimburse LESSEE for the reasonable cost of such repairs on demand therefor.

LESSEE further agrees that it shall also be obligated to pay its proportionate share of the cost of repair and maintenance of all the common, parking and service areas in the Shopping Center, as set forth in Paragraph 2 hereof, such share to be determined by the proportion which the number of square feet of floor space in the premises bears to the proposed total number of square feet of floor space in the Shopping Center as depicted on Exhibit A. LESSEE shall be billed as set forth in said Paragraph 2 for the proportionate share of such cost with a statement setting forth LESSEE'S proportionate share of the aforesaid costs and showing clearly the computations of such costs to be documented with copies of paid invoices.

14 WASTE The LESSEE shall not commit waste or permit waste to be committed in or upon the leased premises and, at the termination of this Lease, (NSC)

shall surrender and deliver the premises to the LESSOR in as good condition as the same were at the commencement of the term excepting (1) usual wear and tear, (2) acts of God and unavoidable casualties, (3) repair of latent defects for which LESSOR is responsible hereunder, (4) damage or loss for which LESSOR has waived recovery under Paragraph 10 hereof, and (5) other non-insured causes beyond the control of LESSEE

15 SIGNS. LESSOR shall have the sole right to approve the design and placement of any and all signs of any nature upon the exterior premises, provided, however, that such approval shall not be unreasonably withheld, and further, that the size and advertising effect of any sign to be used by the LESSEE shall be substantially equal to any sign permitted to be used by other tenants in the Shopping Center

16 FIRE AND EXTENDED COVERAGE INSURANCE The LESSOR agrees to keep in effect, at its expense, and during the original or any renewed term of this lease, a policy of fire, extended coverage, vandalism and malicious mischief and burglary insurance to cover damage to the building or the premises, written by a responsible insurance company authorized to do business within the state where the premises are located, in an amount equal to not less than ninety percent (90%) of the replacement cost of the premises, and to furnish the LESSEE proof thereof. Such policy of insurance shall provide protection against the losses so insured against for the benefit of the LESSOR, LESSEE, and any mortgagee as their interests may appear under the terms of this Lease and any mortgage agreement, providing that such insurance shall not be cancelled except after thirty (30) days' notice to LESSEE and any mortgagee, and shall contain the provision of endorsement required by Paragraph 10 hereof

BLANKET INSURANCE The insurance to be provided by LESSOR may be provided pursuant to a blanket insurance policy covering the premises and other locations of LESSOR, provided, however, that in no event shall the protection afforded by such blanket insurance policy be less than the required hereunder

LESSOR'S REIMBURSEMENT OF PREMIUMS LESSEE agrees to remit to LESSOR, on an annual basis within thirty (30) days after being billed therefor, the annual premium for insurance covering the premises for said policy(s) as hereinabove provided, subject to LESSEE'S right to obtain a like insurance coverage policy(s) covering the premises, should LESSEE be able to secure such policy(s) on the premises at a lower rate for like coverage. In the event that LESSEE is able to obtain like insurance policy(s) covering the premises at a lower rate, (NSC)

LESSEE shall provide to LESSOR reasonable data supporting the availability of such like insurance policy(s) at a lower rate, and upon receipt of such data, LESSOR shall have the option, exercisable in its sole discretion and within thirty (30) days after receipt of such data, to cancel its insurance policy(s) covering the premises and obtain LESSEE'S policy(s). Should LESSOR elect not to cancel its insurance policy(s) and obtain LESSEE'S policy(s), as aforesaid, LESSOR agrees to deduct, from amounts due from LESSEE in payment of LESSOR'S insurance policy(s) covering the premises and within said thirty (30) days, the difference between the premium paid or charged by LESSOR for its insurance policy(s) covering the premises and that which would have been paid by LESSEE for LESSEE'S policy(s) covering the premises.

The premises to be constructed by LESSOR under this Lease are to be equipped with an automatic sprinkler system, which is more fully described in Exhibit B. LESSOR further understands that LESSEE'S SUBLESSEE is required to carry fire and extended coverage insurance covering all of its merchandise, furniture, fixtures, and equipment located in and upon the premises. Should the building covered by this Lease be rated deficient by the Insurance Service Organization, then LESSOR shall pay for any differential amount between the premium paid and that which would have been paid had the building not been rated deficient, and LESSOR agrees to reimburse LESSEE and/or its SUBLESSEE for any differential amount it may incur. Said differential amount shall be computed and paid annually using the then published insurance rates until the defects are cured by LESSOR. Upon LESSOR'S receipt of notice of any deficiencies from the Insurance Service Organization, LESSOR agrees to immediately notify LESSEE in writing of said deficiencies. Upon completion of construction, LESSOR agrees to provide LESSEE with a rating sheet for LESSEE'S premises from said Insurance Service Organization citing deficiencies, if any.

SUBSEQUENT CHANGE OF STANDARDS LESSOR shall not be liable for any reimbursement of such differential if LESSOR has complied fully with the agreed plans and specifications of the premises and has complied with all of the Insurance Service Organization's recommendations and requirements, after its review of said architectural plans and related engineering drawings and specifications of the premises. Neither shall the LESSOR be liable for any reimbursement of any such differential due to the Insurance Service Organization's subsequent change of standards of qualifications for full sprinkler credit pertaining to the standards of construction of the premises (NSC)

LESSOR agrees that other buildings to be constructed in the Shopping Center will be constructed in such a manner that LESSEE will not be penalized and denied full sprinkler credit, unless agreed to in writing by the LESSEE.

LESSEE agrees it shall not keep anything within the premises or use the premises for any purpose which will cause an increase in the insurance premium cost or invalidate any insurance policy(s) carried on the premises or other parts of the Shopping Center. LESSOR agrees it shall not, nor shall it allow any other tenant(s) in the Shopping Center, to keep anything within their leased premises or on the Shopping Center, or use their leased premises or the Shopping Center for any purpose, which will cause an increase in the insurance premium cost or invalidate any insurance policy(s) carried on the premises of LESSEE, such other tenant(s) or other parts of the Shopping Center. In the event of the storing, maintaining or use of anything on the premises which causes an increase in the insurance premium cost, LESSOR agrees it shall look solely to the respective responsible tenant (or to itself should it be in violation) in the Shopping Center which causes the resulting or premium increase or insurance invalidation, and LESSOR shall provide to the responsible tenant written documentation issued by the insurance carrier setting forth the causes, rate penalty(s) and increased cost(s) attributable thereto. The responsible tenant shall then either (a) remedy the condition causing said penalty or premium increase, bearing any and all original and continuing costs attributable thereto, which shall be treated as additional rent due the LESSOR, or (b) should the LESSOR allow or permit, or should the responsible party continue to allow such storing, maintaining, or use to continue, the responsible party shall be held accountable solely to the LESSOR, and LESSOR shall look solely to such party for the original, ongoing and continuing costs and expenses attributable thereto, which shall be treated as additional rent due the LESSOR. In the event of (a) or (b) as hereinabove provided, each other respective tenant shall be entitled to and have the right of reimbursement from the LESSOR; but any reimbursement shall not exceed such tenant's pro rata share of the penalty rate imposed, and the other respective tenants of the Shopping Center shall provide written documented statements to LESSOR setting forth the penalty rates and costs experienced.

DAMAGE AND DESTRUCTION If, at any time during the original or any renewed term hereof, the premises shall be partially damaged by fire, windstorm, or other casualty, but the extent thereof is not sufficient to (NSC)

deprive the LESSEE of more than twenty-five percent (25%) of the floor space in the premises, then LESSEE shall notify LESSOR thereof in writing, whereupon LESSOR, at its expense, shall proceed promptly to rebuild and repair such portion of the premises so damaged or destroyed, and this Lease shall continue in full force and effect

If, at any time during the original or any renewed term hereof, the premises shall be partially or wholly damaged by such casualty, and the extent of such damage shall be sufficient to deprive LESSEE of more than twenty-five percent (25%) of the floor space therein for its purposes, the LESSEE shall notify LESSOR thereof in writing and the rights and obligations of the parties shall be governed by the following

- A. If such damage shall occur during the first thirteen (13) years of the original term hereof, then, at its expense, the LESSOR shall proceed to rebuild and repair such damage, and this Lease shall continue in full force and effect
- B. If such damage occurs during the last seven (7) years of the original term hereof or during any of the renewal terms, within thirty (30) days after the occurrence of such damage LESSEE may extend the term of this Lease for not less than seven (7) years by giving LESSOR notice of such extension. If LESSEE so extends this Lease, LESSOR, at its expense, shall promptly rebuild and repair such damage. If LESSEE does not so extend the term of this Lease within thirty (30) days after the occurrence of such damage, LESSOR shall have thirty (30) days in which to continue the term of this Lease by giving LESSEE notice of such extension, in which event LESSOR shall promptly rebuild and repair such damage. If both LESSOR and LESSEE fail to exercise their rights to extend or continue the lease pursuant to this paragraph, this Lease shall terminate as of the date of the occurrence of such damage, and the rent shall be prorated accordingly.

LESSOR agrees that in the event any building or buildings in the Shopping Center other than the building containing the demised premises shall be destroyed or damaged by fire or other hazard, during the term of this Lease or any renewal thereof, except during the last seven (7) years of the then current term, LESSOR shall rebuild and repair said buildings as closely as possible to those building or buildings shown on Exhibit A attached hereto

Whenever, under the foregoing provisions of this Paragraph 16, LESSOR shall have the obligation to rebuild and repair all or any portion of the premises, other building or buildings, and so to continue this Lease in full force and effect, the same shall be commenced within thirty (30) days after LESSOR'S obligation so to do becomes fixed by receipt of notice of such damage, or upon receipt of notice of LESSEE'S intent to exercise the necessary option to renew, or upon the exercise of LESSOR'S election to rebuild, as the case may be. LESSOR shall prosecute such rebuilding and repairing diligently and to the end that the premises, other building or buildings will be restored to (NSC)

substantially the same condition as existed before the occurrence of such damage. If, for any reason whatsoever, rebuilding and repairing is not completed within six (6) months after receipt of the applicable notices, unless LESSOR should be prevented from completing such rebuilding and repairing by causes or conditions beyond its control, then, and in either such events, LESSEE may, at its sole option, terminate this Lease by written notice to LESSOR of its intention to do so, and upon such happening rental shall be adjusted as of the date of termination, LESSEE shall have no further rights hereunder, and LESSEE shall have no further interest in the proceeds of said insurance.

Whenever, under the foregoing provisions of this Paragraph 16, LESSOR shall have the obligation to rebuild and repair all or any portion of the premises, other building and buildings, and so to continue this Lease in full force and effect, the rentals payable by LESSEE hereunder shall abate from the date of the occurrence of such casualty to the date of completion of such rebuilding and repairing in proportion to LESSEE'S deprivation of use of the premises for its purposes.

Whenever, under the foregoing provisions of this Paragraph 16, the premises shall not be rebuilt or this Lease shall be terminated by reason of the exercise or nonexercise of any option herein granted to either the LESSOR or the LESSEE, the LESSEE shall have no further interest in the proceeds of such insurance.

17 CONDEMNATION FOR REPAIRS The LESSOR agrees that if any authority condemns the Shopping Center or any part thereof, other than the premises, as being unsafe, or not in conformity with applicable laws or regulations, the LESSOR, at its own cost and expense, will promptly make such changes, alterations or repairs (structural or nonstructural) as may be necessary to comply with such laws and regulations, or with the requirements of the authority. If, during the time such changes, alterations or repairs are being performed, the premises are rendered unsuitable for occupancy and use by the LESSEE, the rent shall abate, and if only a portion of the premises is rendered unsuitable for such occupancy and use, then the rent shall abate proportionately, provided, however, that in the event the premises or any part thereof are condemned as being unsafe or not in conformity with applicable laws and regulations due to the defective condition or use of supplies, materials, and/or equipment owned or used by LESSEE, or due to a defective condition of (NSC)

such common facilities or of any part of the premises which LESSEE is required to maintain as herein provided, then, and in that event, LESSEE, at its own cost and expense, up to but not to exceed the condemnation award so granted, agrees to make such changes, alterations and repairs (structural or nonstructural) in the building and equipment or the use of the same as may be necessary to comply with such laws and regulations, or with the requirements of the authority, but LESSEE shall be entitled to any condemnation award made to LESSOR in respect thereto. If, during the time such changes, alterations, and/or repairs are being performed to the Shopping Center or to the premises, the premises are rendered untenable for occupancy and use by LESSEE, the rent shall abate in proportion to the LESSEE'S deprivation of the use of the premises.

18 CONDEMNATION Upon LESSOR'S receipt of notice from any condemning authority of a proposed condemnation, LESSOR shall immediately notify LESSEE in writing. If all of the premises shall be taken under the right of eminent domain by any authority having the right of condemnation, or if a portion of the Shopping Center is so condemned as will prevent the practical use of the premises for LESSEE'S purposes, this Lease, and all obligations hereunder, shall terminate on the date title vests pursuant to such proceedings. In the event the proper judicial authority does not divide the award to compensate the separate loss of each party, the total award made in such proceedings shall be equitably distributed between the LESSOR and LESSEE, and if applicable, among other tenants occupying space in the Shopping Center, provided that if the parties cannot agree upon an equitable distribution of such award, either party may petition a court of competent jurisdiction in the state where the premises are located for equitable distribution of such award; and in the event no such court has jurisdiction to determine an equitable distribution of such awards, either party may request arbitration under the terms hereinafter set forth. If such taking does not prevent the practical use of the premises for the purposes of the LESSEE, then this Lease shall continue in full force and effect, but the rent shall abate proportionately, and such other adjustments shall be made as shall be just and equitable. In any instance in this Agreement in which it is provided that a question shall be determined by arbitration, the following procedure shall govern:

The party desiring arbitration ("First Party") shall give written notice to that effect to the other party ("Second Party"), specifying in said notice (NSC)

the name and address of the person designated to act as arbitrator on its behalf. Within fifteen (15) days after the service of such notice, the Second Party shall give written notice to the First Party specifying the name and address of the person designated to act as arbitrator on its behalf. If the Second Party fails to notify the First Party of the appointment of its arbitrator, as aforesaid, within or by the time above specified, then the appointment of the second arbitrator shall be made in the same manner as is hereinafter provided for the appointment of a third arbitrator in a case where the two arbitrators are appointed hereunder and the parties are unable to agree upon such third appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed, and if, within thirty (30) days after the second arbitrator is appointed, said two arbitrators shall not agree upon the question in dispute, they shall themselves appoint a third arbitrator, who shall be a competent and impartial person, and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the third arbitrator shall be selected by the parties themselves, if they can agree thereon, within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the presiding Judge of the U S District Court for the Federal District in which the premises are located. In the event of the failure, refusal, or inability of any arbitrator to act, a new arbitrator shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such arbitrator so failing, refusing or unable to act. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of one of the two original arbitrators appointed by such party, or in whose stead as above provided such arbitrator was appointed, and the fees and expenses of the third arbitrator and all other expenses, if any, shall be borne equally by both parties.

19 HOLDING OVER. Except as provided in Paragraph 4, if LESSEE remains in possession of the premises after the expiration of this Lease, without the execution of a new Lease, it shall be deemed to be occupying the premises as a tenant from month to month, subject to all the conditions, provisions, and

obligations of this Lease insofar as the same are applicable to a month-to-month tenancy

20 SHOWING BY LESSOR LESSOR may, at any time within six (6) months [^] before the expiration of this Lease, enter the premises at all reasonable hours for the purpose of offering the premises for rent, subject to LESSEE'S rights, as set out in Paragraph 5

21 RELATIONSHIP Nothing contained herein shall be deemed or construed [^] by the parties hereto, or by any third party, as creating the relation of principal and agent or of partnership or of joint venture between the parties hereto. It is understood and agreed that neither method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of LESSOR and LESSEE

22. PARKING AREA LESSOR agrees that at no time during the term of this Lease will the customer parking area, entrances and exists and service area adjoining the premises be reduced in size or configuration from that shown on the plot plan attached as Exhibit A, unless such reduction is made necessary by the exercise of eminent domain by proper and duly constituted authority or authorities, or is done at LESSEE'S request, or results from the exercise of any right granted LESSEE herein. Any violation of this provision shall entitle the LESSEE to either treat such violation as a default with an option to cancel the lease or to require a proportionate reduction of rent, at LESSEE'S sole option [?]

23 UTILITIES LESSEE agrees to pay all electric current, water, gas, and other fuel bills, as determined by separate meters for LESSEE'S space and use. LESSOR, at its sole expense, will provide any and all utility meters, utility hook-up or connection fees or charges for all utilities to the premises. [?]

24 LESSEE DEFAULT LESSEE further covenants with the LESSOR that if LESSEE defaults by not paying the rent or any part thereof when it becomes due, or by violating or neglecting any covenant, agreement or stipulation therein contained on LESSEE'S part to be kept, performed or observed, and should any such default continue for thirty (30) days after written notice specifying such default has been received by LESSEE, and LESSEE does not cure such default within said thirty (30) days, or if said default is of such a nature that it cannot reasonably be cured within said thirty (30) day period and LESSEE has not proceeded with reasonable diligence and good faith to complete the curing (NSC)

thereof; then, in addition to the other remedies or courses of action now or hereafter provided by law, LESSOR may, at its option, (1) terminate, forfeit, cancel and annul this Lease, in which case neither LESSOR nor LESSEE shall have any further rights or obligations under this Lease as of the date of termination, forfeiture, cancellation and annulment, except with respect to those amounts that LESSEE was obligated to pay to LESSOR prior to the date of termination, forfeiture, cancellation and annulment, or (2) terminate LESSEE'S possessory rights, without terminating the term of this Lease, in which case LESSOR shall have the rights hereinafter set forth LESSOR shall give written notice to LESSEE of LESSOR'S election

If LESSOR elects to terminate LESSEE'S possessory rights, without terminating the term of this Lease, LESSOR shall have the right, after appropriate judicial hearing and process, or with LESSEE'S consent in lieu thereof, to enter and take possession of the premises immediately, and may remove all persons, furniture, fixtures and equipment from the premises, at LESSEE'S sole expense, in order to recover at once full and exclusive possession of the premises, and such entry shall not operate as a waiver or satisfaction, in full or in part, of any claim or demand arising out of or connected with any breach, default, or violation by the LESSEE of any covenant or agreement on its part to be performed, provided that, notwithstanding any of the foregoing, LESSOR shall not have the right to repossess the premises in the event of a bonafide dispute as to the LESSEE'S liability, if any, to make repairs, except after such liability has been finally judicially determined, or so long as LESSEE continues to pay minimum rent as hereinabove provided in Paragraph 6

Should LESSOR elect to terminate LESSEE'S possessory rights, without terminating the term of this Lease, as hereinabove provided, LESSOR shall, with the prior written consent of LESSEE, which consent shall not be unreasonably withheld, relet the premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as LESSOR may deem advisable, and LESSOR shall have the right to make, with the prior written consent of LESSEE, which consent shall not be unreasonably withheld, reasonable alterations and repairs to the premises Such reletting shall not work a forfeiture of the rent to be paid by LESSEE, provided that rentals received by LESSOR from any such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR, second, to (NSC)

the payment of rent then due and unpaid hereunder, third, to the payment of any cost of such reletting, fourth, to the payment of any alterations and repairs to the premises to which LESSEE has given its written consent. The residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder, if no future rent becomes due and payable hereunder, such residue shall be retained by LESSOR. Should such rentals received from such reletting by LESSOR to which LESSEE has given its written consent, during any month, be less than the minimum rental agreed to be paid hereunder during that month by LESSEE, then LESSEE shall, upon receipt from LESSOR specifying the amount, pay the difference to LESSOR. Such difference shall be calculated and paid monthly. No such termination of LESSEE'S possessory rights, without terminating lease term, shall be construed as an election on the part of LESSOR to terminate this Lease unless a written notice of such intention be given to LESSEE, or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LESSOR may at any time thereafter elect to terminate this Lease for such previous default, unless LESSOR has allowed LESSEE or LESSEE'S sublessee to reenter and relet the leased premises.

25 LESSOR DEFAULT The LESSOR further covenants with the LESSEE that if LESSOR shall violate or neglect any covenant, agreement, or stipulation herein contained on its part to be kept, performed or observed, and any such default shall continue for thirty (30) days after written notice thereof is given by LESSEE to LESSOR, and LESSOR does not cure such default within thirty (30) days or if such default is of such a nature that it cannot reasonably be cured within said thirty (30) day period and LESSOR has not proceeded with reasonable diligence and good faith to complete the curing thereof, then, and in addition to the other remedies or courses of action now or hereafter provided by law, LESSEE may, at its option, among other things, (1) cancel and annul this Lease, (2) remedy the condition or need referred to in such notice, (3) make the payment which LESSOR has not made, but should have made, or (4) remedy the condition or need referred to in such notice and deduct LESSEE'S actual cost or the amount of the payment thereof from subsequent installments of rent, which actual costs are hereby agreed by the parties in advance to be reasonable and proper costs and deductions. In the event of any dispute between the parties as to the right of LESSEE to such deduction, LESSOR further covenants and agrees that it will not give LESSEE any notice of default or (NSC)

termination of this Lease unless LESSEE shall fail to pay to LESSOR the amount of any such deduction within ten (10) days after receipt of notice by LESSEE of a final and unappealable judgment with respect thereto in favor of LESSOR

26 LEASE APPLIES ONLY TO BUSINESS ON PREMISES It is understood that LESSEE is presently involved in numerous other activities at other locations. In this respect, it is not intended that the gross sales and other provisions of this Lease shall apply to the business activities of LESSEE or of any assignee or sublessee of LESSEE at other locations, but shall apply only to the business conducted on the premises, whether conducted thereon by LESSEE or by an assignee or sublessee of LESSEE, it being fully understood that the foregoing provisions are not intended to modify in any manner the responsibilities or obligations of LESSEE pursuant to Paragraph 34 of this Lease.

27 INSURANCE MAY BE PROVIDED BY SUBLESSEE OR ASSIGNEE It is further understood that LESSEE at all times shall maintain the insurance coverage it is required to carry hereunder for the benefit of LESSOR, with a provision in such insurance that there will be no cancellation without at least thirty (30) days' written notice to LESSOR, provided, however, that LESSEE may satisfy this insurance requirement through the maintenance of such insurance coverage for the benefit of LESSOR, as required in Paragraph 9 above, by LESSEE or by an assignee or sublessee of LESSEE

28 EXCLUSIVE. LESSOR covenants that it will not permit any person other than the LESSEE to operate a retail food store of any nature in the Shopping Center of which the premises are a part, or on any adjoining property owned by LESSOR, his assignee, or his transferee, without first obtaining the LESSEE'S prior written consent

29 ALTERATIONS OR ADDITIONS The LESSEE shall have the right to make alterations or additions to the premises, provided such alterations or additions are at its sole cost and expense, and that such alterations or additions are of good workmanship and material at least equal to that of the original construction, and that such alterations or additions shall neither reduce the size and strength of the existing building nor adversely affect the market value of the premises, provided, however, that no such alterations or additions to the premises which shall cost more than Fifty Thousand Dollars (\$50,000 00) shall be made by the LESSEE without the written consent of the LESSOR, which consent shall not be unreasonably withheld. The LESSEE shall not (NSC)

be required to remove any such alterations or additions or to restore the building to its original condition at the termination of this Lease.

30 SPECIAL SALES PROMOTION. Notwithstanding any provisions in this Lease to the contrary, it is agreed that LESSEE may place special sales promotion signs on the parking area light poles from time to time and may string pennants and streamers around the parking area. These signs and decorations, however, shall be of a strictly temporary nature.

31. ADDITIONAL LEASE SPACE. It is contemplated that, during the term of this Lease, LESSEE may require additional rental space in excess of that included in this Lease. It is agreed that provided LESSEE obtains all necessary governmental approvals or required variances to meet parking requirements or other requirements of Johnson County or the City of Overland Park, Kansas, LESSEE may on or before the sixth anniversary of the commencement of this Lease and at six (6) year intervals thereafter, request LESSOR to construct, at LESSOR'S expense, additional rental space, not exceeding seven thousand seven hundred ninety-seven (7,797) square feet, within the area designated as "Future Expansion" on Exhibit "A," to be leased to LESSEE under the same terms, conditions, with rentals to be adjusted as mutually agreed upon by the parties, it being contemplated that LESSOR shall not lease any portion of the Future Expansion area to other tenants for in excess of six (6) years, and that LESSEE shall have the expansion privilege herein described no later than six (6) years from the commencement date hereof and at six (6) year intervals thereafter, PROVIDED, HOWEVER, if at any time after the seventh (7th) year of this Lease all or a portion of the Future Expansion area becomes vacant and available for occupancy, LESSEE shall have the first right and option to occupy such space on such terms as described hereinabove in this paragraph 31. At any time prior to the expiration of the applicable six (6) year period of time, LESSEE may notify LESSOR of LESSEE'S desire to expand into the Future Expansion area as discussed above and such construction shall be commenced by LESSOR with all due diligence following the vacation by any other tenant of that portion of the Future Expansion area to be occupied by LESSEE.

32. SHOPPING CENTER OCCUPANCY LESSOR further covenants that it will, simultaneously with construction of the leased premises, construct approximately ^{36,953}~~40,000~~ square feet of other buildings in the Shopping Center

If LESSOR shall fail to so construct such other buildings in the Shopping Center, then at the sole option of the LESSEE, LESSEE may be entitled to pay either percentage rental or the minimum fixed monthly rental, whichever is less, until the retail space is constructed as hereinabove set forth within this Paragraph 32. LESSOR agrees, on the real estate of which the premises are a part, which the LESSOR now controls or on contiguous or adjacent real estate which the LESSOR may at some later date control, that there will not be located on such real estate a theatre, bowling alley, or skating rink within three hundred (300) feet of the premises; no offices, training or educational facilities will be located within two hundred (200) feet of the premises, no restaurant will be located within one hundred (100) feet of the premises, no fast food restaurant will be located in the Shopping Center except on Outparcel #1, Outparcel #2 and Outparcel #3, and notwithstanding anything herein to the contrary, no restaurant occupying in excess of two thousand five hundred (2,500) square feet will be located within three hundred (300) feet of the premises.

33. RIGHT TO CLOSE STORE. LESSOR agrees that nothing in this Lease shall be construed as compelling LESSEE to operate any particular type of business or to keep the store in or upon the premises open for business, and LESSEE shall have the privilege of closing said store at any time, provided that LESSEE shall continue to pay the minimum monthly rental as set forth in this Lease.

34. SUBLET OR ASSIGN. The LESSEE shall have the right, during the term of this Lease, to sublet all or a portion of the premises, or to assign this Lease, either in whole or in part; but no such subletting or assignment shall release the LESSEE from any of the obligations under the terms of this Lease. The LESSOR shall, at all times, have the right to look to the LESSEE for the performance of all of the covenants to be performed on the part of the LESSEE.

LESSEE covenants and agrees that LESSEE shall not sublet the Leased Premises or assign this Lease to any party(s) whose use of the Leased Premises would violate any written exclusive(s) then in existence of which LESSEE has been notified in writing. LESSEE agrees to honor any and all written exclusives given by LESSOR to other major tenants in the Shopping Center (e.g., major appliances, department, drugs, variety, hardware stores) then effective. LESSOR agrees to notify LESSEE of exclusives given to major

tenants at the time given. LESSEE agrees to honor exclusives given to minor tenants only where LESSEE has given its prior written consent to such exclusive. LESSOR agrees not to grant exclusives to its other tenants of the Shopping Center inconsistent with the terms of this Lease.

35 LESSOR'S WAIVER. LESSOR agrees that none of the property, including food, supplies, merchandise, inventory, furniture, fixtures, machinery, equipment, cash or any proceeds therefrom that are placed upon or permitted to be upon the premises by LESSEE, or any of LESSEE'S subtenants, assigns, or successors, during the term of this Lease or any renewal thereof, shall be subject to or liable for levy or distress or any legal process whatsoever for the collection of rent for the premises In the event that there is a mortgage on the premises, the LESSOR shall obtain the same waiver from the mortgagee.

36. NOTICES AND DELIVERY OF ITEMS SENT BY MAIL. Any notice required or desired to be given to either party shall be in writing and be sent by registered or certified mail, postage prepaid Any such notice to the LESSOR shall be addressed to it at 9400 North Broadway, Suite 600, Oklahoma City, Oklahoma 73114 Any such notice to the LESSEE shall be addressed to it in care of the Store Development Department at Fleming Companies, Inc , P O Box 26647, Oklahoma City, Oklahoma 73126-0647 The address of either party may be changed by written notice thereof to the other party

With respect to all notices and all other items, including rental, which may be or are required to be sent by mail, registered or otherwise, the placing of any such item in the United States mail, being properly addressed, postage prepaid by the sender, shall constitute delivery to the other party unless another provision of this Lease specifically states to the contrary what constitutes delivery of said item.

37. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for convenience of the reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect

38. ADVANCE POSSESSION FOR FIXTURE INSTALLATION. LESSEE shall have the privilege rent-free of entering the premises for the purpose of installing its store and trade fixtures, storing its first items of equipment and otherwise preparing the premises for LESSEE'S occupancy prior to the rent commencement date

When the performance of the LESSOR'S work has proceeded to the point where LESSEE can commence any portion of its work and the installation of LESSEE'S trade fixtures, furniture and equipment in the premises, in accordance with good construction practice, together with adequate security of the premises, is commenced, LESSOR shall notify LESSEE to that effect LESSEE agrees to install its trade fixtures and equipment in the premises in a prompt and expeditious manner so as not to delay LESSOR in readying the premises for occupancy at the earliest possible date referred to hereinabove LESSEE further agrees not to engage any persons in the installation of such fixtures and equipment which would result in a work stoppage by employees of the general contractor or any subcontractor engaged in readying the premises for occupancy.

39. SUBORDINATION. LESSEE agrees that this Lease shall be subordinate to any mortgage that may hereafter be placed upon the premises and to all renewals and extensions thereof to which LESSEE has given its written consent to be subordinate; provided that (a) the mortgagee named in such mortgages shall agree to recognize this Lease in the event of foreclosure if the LESSEE is not then in default, (b) in the event the premises are damaged or destroyed at a time when neither LESSOR nor LESSEE are in default under the terms of this Lease, and LESSOR is not in default under the terms of any such mortgages, any insurance proceeds that are available under the insurance policy(s) hereinabove required to be maintained under Paragraph 16 are first applied to repair, replace or rebuild the premises so damaged or destroyed, if LESSOR and/or LESSEE under the terms of Paragraph 17 above, either are required to elect to repair, replace or rebuild the premises, and (c) any proceeds from condemnation awarded to LESSEE and/or its sublessee under Paragraphs 17 and 18 above shall be the sole property of LESSEE and/or its sublessee. ?

40. BINDING EFFECT. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. 7

41. MERGER. This agreement contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties. 7

42. TIME. Time is of the essence in the performance of all obligations of LESSOR and LESSEE hereunder for which a time of performance is specified. 7

43. CHOICE OF LAWS. This agreement shall be construed under and in accordance with the laws of the State of Kansas, and all obligations of the parties created hereunder are performable in Johnson County.

44. FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, casualties, strikes, lockouts, labor troubles, inability to produce materials, restrictive governmental laws or regulations, or other cause without fault and beyond the reasonable control of the party obligated (financial inability excepted), then upon written notice to the other party, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, LESSEE or LESSOR shall exercise its best efforts to remedy any such cause of delay or cause preventing performance, and nothing in this paragraph shall excuse LESSEE from the prompt payment of any rental or other charges required of LESSEE except as may be expressly provided elsewhere in this Lease, and except where the commencement date of this Lease is delayed, in which latter case, rent shall not be payable hereunder until the date of such delayed commencement date. Notwithstanding the foregoing, LESSOR and LESSEE agree that irrespective of force majeure, the completion date of construction for occupancy as last set forth under Paragraph 3 hereof shall not be extended beyond said date being September 1, 1989 unless agreed to in writing between the parties hereto.

45. EXCULPATION LESSEE further agrees that in the event of any default or breach by LESSOR of any of the terms, conditions, covenants or provisions of this Lease to be performed by LESSOR, LESSEE shall, after the commencement date, look solely to the equity of LESSOR in the Shopping Center and any adjoining property for the satisfaction of any judgment or other judicial order requiring the payment of money by LESSOR for such default or breach, and no other assets of LESSOR shall be subject to levy, execution or other judicial process for the satisfaction of such judgment or other judicial order. Notwithstanding any of the foregoing, the provisions contained in this paragraph shall be null and void and of no further force and effect in the event LESSOR sells, conveys or otherwise transfers to any other person or entity title to or ownership of the Shopping Center or the adjoining property, shall not become operative until the date on which LESSEE pays its first minimum monthly rent, shall not effect in any manner whatsoever LESSEE'S

rights of self help provided hereunder or LESSEE'S right to offset against or deduct from any rent any costs or expenses incurred by LESSEE caused by or arising out of any default or breach of any covenant or obligation to be performed by LESSOR hereunder

46. EXECUTION OF ECR. LESSOR and LESSEE agree to execute an Easements with Covenants and Restrictions Affecting Land (ECR) Agreement, in form and substance similar to the ECR attached hereto as Exhibit "C," and incorporated herein by reference. *Exhibit C P*

47 CONTINGENCY. This Lease is contingent on LESSOR obtaining title to the real estate described on page 1 of this Lease *4*

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date and year first above written

LESSOR

TAPP DEVELOPMENT CO , LTD ,
an Oklahoma limited partnership

By *[Signature]*
F. Barry Tapp
Managing General Partner

LESSEE

FLEMING COMPANIES, INC

SEAL
Attest

[Signature]
Secretary

By *[Signature]*
VICE PRES

The commencement date of this Lease, as provided in Paragraph 4, Page 8 hereof, is agreed to be the ____ day of _____, 198__.

LESSOR

TAPP DEVELOPMENT CO., LTD ,
an Oklahoma limited partnership

By *[Signature]*
F. Barry Tapp
Managing General Partner

LESSEE

FLEMING COMPANIES, INC.

SEAL
-Attest

[Signature]
Secretary

By *[Signature]*
VICE PRES

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this 9th day of November, 1987, personally appeared F. Barry Tapp, to me known to be the identical person who acts as managing general partner of TAPP DEVELOPMENT CO., LTD., a limited partnership duly organized, and existing under and by virtue of the laws of Oklahoma, and F. Barry Tapp acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said limited partnership for the uses and purpose therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by notarial seal the day and year last above written.

My Commission Expires:

9/8/90

Renee Lane
Notary Public

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

BE IT REMEMBERED, that on this 9th day of DECEMBER, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Robert W. Smith, Vice President of FLEMING COMPANIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, and JAMES W. CLARK, Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

My Commission Expires

7-17-91

Barbara J. Hodge
Notary Public



STINSON
MORRISON
HECKER LLP

Sharon L. Stolte
(913) 344-8009
sstolte@stinsonmoheck.com
www.stinsonmoheck.com

9 Corporate Woods, Suite 450
9200 Indian Creek Parkway
Overland Park, KS 66210-2008
Tel (913) 451-8600
Fax (913) 451-6352

September 12, 2003

Bankruptcy Management Corp
1330 East Franklin Ave
El Segundo, CA 90245

VIA Federal Express No. 8431 2160 7349

RE Fleming Companies, Inc, et al, Bankruptcy Case NO 03-10945-13

Dear BMC

Enclosed please find the original and two copies of the proof of claim to be filed in the above-referenced case for Stanley Square, LLC/Vic & Helen Regnier

Please file the claim in your usual manner and return a received-marked copy to our offices in the envelope also enclosed for your convenience. Please include our claim number on the copy you are returning to us for our records.

Thank you very much for your help with this matter, and, if you have any questions, please do not hesitate to call me.

Sincerely,

STINSON MORRISON HECKER LLP

Lisa Wright, Paralegal to Sharon L. Stolte

KANSAS CITY
OMAHA
OVERLAND PARK
PHOENIX
ST LOUIS
WASHINGTON D C
WICHITA

enclosures

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