

FORM 10.

PROOF OF CLAIM

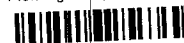
United States Bankruptcy Court District of Delaware		PROOF OF CLAIM	
In re (Name of Debtor) Fleming Companies Inc		Case Number Chapter 11 03 10945(MFW)	
NOTE This form should not be used to make a claim for administrative expense arising after the commencement of the case A request of payment of an administrative expense may be filed pursuant to 11 U S C § 503			
Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> Starwood Wasserman Massillon LLC		<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 Addresses Where Notices Should be Sent Starwood Wasserman LLC One Park Row P O Box 6187 Providence RI 02940 ATTN Brian McDade Telephone No 401 274 5700			
ACCOUNT OF OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated _____ <input type="checkbox"/> amends	
1 BASIS FOR CLAIM <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <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 (Describe briefly) Guaranty (See Attached) </div> <div style="width: 45%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U S C § 1114(a) <input type="checkbox"/> Wages salaries and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) to _____ (date) </div> </div>			
2 DATE DEBT WAS INCURRED		3 IF COURT JUDGMENT DATE OBTAINED	
4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured It is possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM <div style="display: flex;"> <div style="width: 45%; padding-right: 10px;"> <input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges included in secured claim above if any \$ _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$4,150,196 03 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim </div> <div style="width: 45%;"> <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages salaries or commissions (up to (\$4 000) earned not more than 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 U S C § 507(a)(4) <input type="checkbox"/> Up to \$1 800 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"/> Taxes or penalties of governmental units 11 U S C § 507(a)(8) <input type="checkbox"/> Other 11 U S C §§ 507(a)(2) (a)(5) (Describe briefly) </div> </div>			
5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> \$4 150,196 03 (Unsecured) </div> <div style="width: 30%;"> \$ _____ (Secured) </div> <div style="width: 30%;"> \$ _____ (Priority) </div> <div style="width: 10%; border: 1px solid black; padding: 5px; text-align: center;"> \$4,150,196 03 (Total) </div> </div> <input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim Attach itemized statement of all additional charges			
6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim In filing this claim claimant has deducted all amounts that claimant owes to debtor			
7 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interests If the documents are not available explain If the documents are voluminous attach a summary			
8 TIME STAMPED COPY To receive an acknowledgment of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim			
Date 9/12/03		Sign and print the name and title of the creditor or other person authorized to file this claim RICHARD WASSERMAN Principal	

THIS SPACE IS FOR
COURT USE ONLYTHIS SPACE IS FOR
COURT USE ONLY**FILED**

SEP 15 2003

BMC

Fleming Companies Claim



13294

Starwood Wasserman Massillon LLC
Summary of Contingent Claims with Flemings Companies Inc

Charge Type	April 03	Dec 03	2004	2005	2006	2007	2008	2009	2010	2011	Total								
Rent	\$	303 018 03	\$	404 024 00	\$	404 024 00	\$	412 461 20	\$	454 527 00	\$	454 527 00	\$	454 527 00	\$	3 796 162 23			
Real Estate Tax (1)	\$	24 020 76	\$	37 112 07	\$	38 225 44	\$	39 372 20	\$	40 553 37	\$	41 769 97	\$	43 023 07	\$	44 313 76	\$	45 643 17	
	\$	327 038 79	\$	441 136 07	\$	442 249 44	\$	451,833 40	\$	495 080 37	\$	496 296 97	\$	497 550 07	\$	498 840 76	\$	500 170 17	
																		\$	4 150 196 03

(1) Real Estate Taxes are based upon current year billings. They are assumed to grow at a rate of 3 / per annum

LIMITED GUARANTY AGREEMENT

WHEREAS, J PERRY, INC , an Ohio corporation, and P J BORDNER AND COMPANY, INC , an Ohio corporation (collectively "Tenant"), have entered into a lease, dated as of December 29, 1986 (the "Lease"), with GALEN M OAKES ("Oakes") with respect to the construction and operation of a "Food 4 Less" supermarket on a portion of Oakpark Centre in Massillon, Ohio (the "Premises"), and STARWOOD WASSERMAN MASSILLON, LLC, a Delaware limited liability company ("Landlord") is the successor to Oakes, and

WHEREAS, Landlord and Tenant have entered into a Fourth Amendment to Lease dated October 15, 2001, a copy of which is attached as Exhibit A (the "Fourth Amendment") providing for a term of ten (10) years, commencing on November 1, 2001 and terminating on October 31, 2011, unless sooner terminated as provided in the Lease, and

WHEREAS, Tenant operates a grocery store in the Premises and Tenant has agreed to execute an amendment to an existing facility standby agreement whereby Tenant shall purchase a certain volume of grocery products from Fleming Companies, Inc ("Guarantor"), with Tenant being a substantial retail customer of Guarantor, and

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, Guarantor hereby guarantees to Landlord the collection of fixed minimum rent and real estate taxes on the Premises payable under the Lease, subject to the conditions and limitations as hereinafter provided

Guarantor's guarantee hereunder shall be subject to the following conditions and limitations

1 Guarantor's sole responsibility and liability hereunder shall be limited to the payment of fixed minimum rent and real estate taxes on the Premises payable under the Lease for the period set forth in paragraph 3 hereof provided that in no event shall Guarantor's liability for fixed minimum rent for any Lease Year (as defined herein) during the term of this Limited Guaranty exceed the lesser of the fixed minimum rent payable under the Lease for such Lease Year or (i) during Lease Years 1 through 5, Four Hundred Four Thousand Twenty-four Dollars (\$404,024) and (ii) during Lease Years 6 through 10, Four Hundred Fifty-four Thousand Five Hundred Twenty-seven Dollars (\$454,527) Any payments to be made by Guarantor hereunder shall be payable to the Landlord in accordance with the appropriate provisions of the Lease "Lease Year" means the period of twelve (12) consecutive months commencing on November 1 2001 and each succeeding twelve (12)-month period during the term of this Limited Guaranty

2 This Limited Guaranty applies only to the obligation of Tenant under the Lease to pay fixed minimum rent (subject to the limit set forth in paragraph 1 hereof) and real estate taxes on the Premises for the period set forth in paragraph 3 hereof and shall not apply to any other obligation, liability or performance of Tenant, including, without limitation, the accuracy or performance of any representation, warranty or covenant made in the Lease or made by Tenant in connection with the Lease, any loan related thereto or otherwise

3 This Limited Guaranty shall be limited to a term of ten (10) Lease Years commencing on November 1, 2001 and automatically terminating on October 31, 2011, unless the Lease is sooner terminated as provided therein

4 Landlord agrees not to proceed against Guarantor hereunder unless Landlord has given Guarantor the same notice and right to cure that is given Tenant for the occurrence of an event of default under the Lease that is guaranteed hereunder. Landlord agrees to use its reasonable good faith efforts to first exercise its rights and remedies against Tenant under the terms of the Lease

5 Landlord shall use good faith efforts to promptly give to Guarantor in writing any information received by Landlord which indicates a material adverse change in the financial condition of Tenant

6 Any and all claims Landlord may have against Tenant for payment of any indebtedness guaranteed and paid hereunder by the Guarantor shall be subrogated to Guarantor and the Landlord shall assign such claims to Guarantor pursuant to whatever instrument or documents Guarantor deems necessary and appropriate to evidence and enforce such subrogated claims against Tenant

7 In the event Landlord assigns its rights hereunder, written notice of such assignment shall be given to Guarantor within thirty (30) days thereafter

8 No modification, extension or amendment of the Lease shall bind or be effective against Guarantor without the prior written consent of Guarantor

9 The Guaranty of the Lease signed by Guarantor and dated December 29, 1986 in favor of Landlord is hereby terminated

10 Landlord hereby consents to the execution by Tenant of a Collateral Assignment of Lease, pursuant to which Tenant will collaterally assign its interest in the Lease to Guarantor

This Limited Guaranty shall inure to the benefit of Landlord, its successors and assigns. The rights and obligations of the parties referenced hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Ohio and shall bind the successors and assigns of the Guarantor

IN WITNESS WHEREOF, the undersigned have executed this Limited Guaranty this
16 day of OCTOBER, 2001

Witnesses

Melissa M. Misulick

Margaret Hansen

Witnesses

James Platt

Jennifer Mecters

FLEMING COMPANIES, INC

By

Title

William C. May
Vice President, Shared Services-Real Estate

STARWOOD WASSERMAN MASSILLON,
LLC

By

Title

MEMBER ADAMZOD

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is made and entered into as of the 15th day of October, 2001, by and between Starwood Wasserman Massillon, LLC, a Delaware limited liability company ("LESSOR"), and J Perry, Inc., an Ohio corporation and P J Bordner and Company, Inc., an Ohio corporation (collectively, "LESSEE")

RECITALS

A Galen M Oakes ("Oakes") and LESSEE have executed that certain Build and Lease Agreement ("Original Lease") dated as of December 29, 1986 with respect to the construction and operation of a "Food 4 Less" supermarket on a portion of Oakpark Centre in Massillon, Ohio

B Oakes and LESSEE have executed that certain Amendment to Build and Lease Agreement ("First Amendment") dated as of June 7, 1988

C Oakes' successor and LESSEE have executed that certain Second Amendment to Build and Lease Agreement ("Second Amendment") dated as of May 17, 1994

D LESSOR and LESSEE have executed that certain Third Amendment to Lease ("Third Amendment") dated as of January 31, 2001. The Original Lease, First Amendment, the Second Amendment and the Third Amendment are collectively referred to as the "Lease"

E Oakes interest in the Lease has been assigned to LESSOR

F LESSOR and LESSEE desire to modify the Lease in accordance with the terms and conditions contained in this Fourth Amendment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1 **Premises** The second Recital of the Lease is hereby amended to read as follows

"WHEREAS, the LESSOR has constructed a building (hereinafter called "the premises"), containing approximately 50,503 square feet and constituting a part of the Massillon Village Center (hereinafter called the "Shopping Center") which Shopping Center is located upon the following described real estate "

2. **Common Area Maintenance and Reimbursement** The second paragraph of Paragraph 2 of the Lease (as amended by Paragraph 1 of the Second Amendment) is hereby amended to read as follows

"LESSEE'S annual proportionate (or pro rata) share of common area maintenance costs, real estate taxes and assessments, and insurance shall be twenty-one and 62/100

percent (21.62%) (50,503 square feet of the premises divided by 233,643 square feet of the Shopping Center) In the event that LESSOR is able to create a separate real estate tax parcel for the Home Depot parcel, then LESSEE'S annual proportionate (or pro rata) share of real estate taxes and assessments shall be forty-four and 44/100 percent (44.44%) (50,503 square feet of the premises divided by 113,643 square feet of the Shopping Center) For the purpose of calculating LESSEE'S annual proportionate (or pro rata) share of common area maintenance costs to be reimbursed, common area maintenance costs include all sums expended (including financing costs, if any), or reasonably reserved, for the repair, maintenance, operation or replacement of any equipment facilities and structures of the common area, including without limitation the following items all general maintenance, operation and repairs, ice and snow removal, treatment of icy surfaces, resurfacing, repainting, restriping, cleaning, trash removal, sweeping and janitorial services, repair, maintenance and replacement of public toilets, music program equipment and loud speakers, paving, sidewalks, curbs, Shopping Center signs, sprinkler systems, planting and landscaping, lighting and other utilities, directional signs, and other markers and bumpers, any fire protection, lighting, storm drainage and other utility systems, personnel to implement any of the foregoing services including, if LESSOR deems necessary, the cost of security guards, all costs and expenses of on-site personnel of LESSOR incurred in managing the Shopping Center, all real estate taxes assessed for any reason and levied on improvements and land comprising said common area, all personal property taxes assessed for any reason and levied on any personalty for use on the common area, the cost of capital improvements incurred in connection with the common area, with respect to all equipment and machinery used to maintain or operate the common area any depreciation of the cost (including financing) thereof, if owned, or any rental paid therefor, if leased, the cost of necessary tools, supplies, machinery or equipment, adequate public liability insurance for LESSOR'S operation as to the Shopping Center, All Risks insurance covering the common area (with earthquake and flood damage endorsements if LESSOR deems appropriate), rental payments for parking structures, if any, maintenance and operation of public transit or carpooling facilities, if any advertising and promotional expenses (including, but not limited to, holiday decorations), and all other costs and fees necessary or beneficial in LESSOR'S judgment for the repair, maintenance or operation of the common area In addition, the common area maintenance costs shall include an amount payable to LESSOR for supervision and maintenance of the common area and for accounting, bookkeeping and collection of the common area Expenses equal to ten percent (10%) of the total of the aforementioned expenses for each calendar year LESSOR may cause any or all of said services to be provided by an independent contractor or contractors Notwithstanding the foregoing, common area maintenance costs shall not include (i) depreciation, interest and amortization on mortgages, or ground lease payments, if any, (ii) legal fees incurred in negotiating and enforcing tenant leases, (iii) real estate brokers' leasing commissions, (iv) initial improvements or alterations to tenant spaces, (v) the cost of providing any service directly to and paid directly by any tenant, (vi) costs of any items to the extent LESSOR receives reimbursement from insurance proceeds or from a third party (such

proceeds to be credited to common area maintenance costs in the year in which received, except that any deductible amount under any insurance policy shall be included within common area maintenance costs), (vii) costs arising from LESSOR'S charitable or political contributions, (viii) costs incurred by LESSOR outside of the ordinary course of business due to the violation of LESSOR or any other tenant of the Shopping Center (other than LESSEE) of the terms and conditions of any lease of space in the Shopping Center, (ix) cost of the initial construction and installation of the common areas and buildings of the Shopping Center and of any repairs of the same covered by construction warranty, and (x) tax penalties incurred or interest charged as a result of LESSOR'S negligence, inability or unwillingness to make payments when due, not attributable to LESSEE'S failure to make payments to LESSOR for such items in accordance with the Lease. Estimated common area maintenance costs shall be negotiated in accordance with the terms of Paragraph 2 of the Lease."

3 Term The first paragraph of Paragraph 4 of the Lease is hereby amended to read as follows

"Notwithstanding anything contained in the Lease to the contrary, the revised term ("Revised Term") of this Lease shall be for ten (10) years commencing on November 1, 2001 ("Revised Term Commencement Date") and terminating on October 31, 2011, unless sooner terminated as provided in this Lease

4 Option to Extend Lease Term LESSOR hereby grants to LESSEE one (1) option to extend the Revised Term for a period of five (5) years ("Option Term"). The option must be exercised, if at all, by written notice ("Option Notice") delivered by LESSEE to LESSOR not less than nine (9) months prior to the end of the Revised Term. Further, the option shall be deemed not to be properly exercised, if, as of the date of the Option Notice or at the end of the Revised Term, LESSEE is in default under the Lease. Provided LESSEE has properly and timely exercised the option, the Revised Term shall be extended for the number of years specified above, and all terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect

5 Rent The first paragraph of Paragraph 6 of the Lease is hereby amended to read as follows

"**6 RENT** From the date hereof, until the Revised Term Commencement Date, as for the premises, the LESSEE agrees to pay to LESSOR at One Park Row, P O Box 6187, Providence, Rhode Island 02940, or at such other places as designated by LESSOR, the rent set forth in Paragraph 6 of the Original Lease, including, without limitation, percentage rental, which percentage rental shall be due and payable on or before November 20, 2001. From and after the Revised Term Commencement Date, as for the premises, the LESSEE agrees to pay to the LESSOR at One Park Row, P O. Box

6187, Providence, Rhode Island 02940, or at such other places as designated by LESSOR, the following amounts

A A minimum monthly rental as follows

<u>Dollars Per</u> <u>Annum*</u>	<u>Dollars Per</u> <u>Month*</u>	<u>Months of Revised</u> <u>Term</u>	<u>Annual Rent</u> <u>Per Square Foot</u> <u>of Floor Area</u>
\$404,024 00	\$33,668 67	November 1, 2001- October 31, 2006	\$8 00
\$454,527 00	\$37,877 25	November 1, 2006- October 31, 2011	\$9 00
\$505,030 00	\$42,085 83	November 1, 2011- October 31, 2016**	\$10 00

* (based upon square footage of the premises equal to 50,503 square feet)

** (Five Year Option Term)

B In addition to the minimum monthly rental and other sums specified in the Lease, LESSEE shall pay as Percentage Rental the amount by which one and 27/100 percent (1 27%) of "gross sales" (as that term is defined in Paragraph 6 of the Lease) made from or upon the premises during each calendar year exceeds the minimum monthly rental payable during such calendar year (hereinafter "Percentage Rental") Percentage Rental shall be included within the definition of "Additional Rent" under the Lease Notwithstanding anything contained in the Lease to the contrary, LESSOR and LESSEE agree that no Percentage Rental shall be due and payable for the period from November 1, 2001 until October 31, 2004

C Taxes and assessments against the premises, as provided in Paragraph 9 of this First Amendment

D Public liability and property damage insurance annual premiums insuring the common areas as set forth in Paragraph 9 of the Lease, to be included in the common area maintenance charges as set forth in Paragraph 2 of the Lease

E Fire and extended coverage insurance annual premiums as set forth in Paragraph 16 of the Lease

F Repairs and maintenance of the premises as set forth in Paragraph 13 of the Lease

G As additional rental, LESSEE'S annual proportionate share of common area maintenance costs as set forth in Paragraph 2 of this Fourth Amendment and Paragraph 2 of the Lease "

6 **Commercial General Liability Insurance** The second paragraph of Paragraph 9 of the Lease is hereby amended to provide that the Commercial General Liability insurance to be carried by LESSOR and LESSEE shall contain coverage limits of not less than Five Million Dollars (\$5,000,000 00) combined single limit per occurrence

7 **Additional Lease Space** Paragraph 30 of the Lease is hereby deleted

8 **Notices and Delivery of Items Sent by Mail** The first paragraph of Paragraph 35 of the Lease is hereby amended to read as follows

"35 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. Such notice to the LESSOR shall be addressed to it at One Park Row, Providence, Rhode Island 02903 and any such notice to the LESSEE shall be addressed to it at c/o Food 4 Less, 2366 Lincoln Way East, Massillon, Ohio 44646, and to Fleming Companies, Inc., an Oklahoma corporation at 5701 N Shartel Avenue, Oklahoma City, Oklahoma 73118, Attention Retail Lease Manager. The address of either party may be changed by written notice thereof to the other party

9 **Taxes and Assessments** The first (1st) paragraph of Paragraph 8 of the Lease is hereby deleted in its entirety and the following is inserted in its place

"8 TAXES AND ASSESSMENTS As additional rental, the LESSEE agrees to pay to the LESSOR the amount of all taxes and assessments levied and assessed against the premises and the proportionate share (as hereinafter 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 of floor space in the shopping center as depicted on Exhibit A. Such taxes and assessments shall be payable within twenty (20) days after receipt by LESSEE of a true copy of the actual real estate tax bill and a statement in writing from LESSOR setting forth the amount of LESSEE'S proportion of such taxes and assessments. LESSEE's schedule of payments (semi-annual) shall be concurrent with LESSOR's schedule of payment to the taxing authority. 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 "

10 **Guaranty** The obligations of LESSOR under this Fourth Amendment are subject to the condition precedent that LESSEE deliver to LESSOR, (and maintain in full force and effect) the executed guaranty of Fleming Companies, Inc , an Oklahoma corporation, in the form attached hereto as Exhibit "A"

11 **Definitions** Except as otherwise set forth herein, all defined terms shall have the same meaning as set forth in the Lease

12 **No Other Modification** Except as expressly stated herein, the Lease, together with any and all exhibits thereto, shall remain unmodified and in full force and effect

13 **Counterparts** This Agreement may be executed in counterparts each of which shall constitute a separate document but all of which together shall constitute one and the same agreement. Signature pages may be detached and reattached to physically form one document

In Witness Whereof, the parties hereto have executed this Fourth Amendment and made it effective as of the day and year hereinabove written

Signed and Acknowledged in the Presence of

[Signature]
Witness

[Signature]
Witness

Signed and Acknowledged in the Presence of

Sandra L Merrill
Witness

Susan M. Henson
Witness

Sandra L Merrill
Witness

Susan M. Henson
Witness

Signed and Acknowledged in the Presence of

[Signature]
Witness

Margaret Henson
Witness

LESSOR

Starwood Wasserman Massillon, LLC, a Delaware limited liability company

By
Title

[Signature]
MANAGER INTERIM

LESSEE

J Perry, Inc, an Ohio corporation

By
Title

Katherine Bordner
Vice President

P J Bordner and Company, Inc, an Ohio corporation

By
Title

Katherine Bordner
Vice President

GUARANTOR

Fleming Companies, Inc , an Oklahoma corporation

By
Title

[Signature]
William C. Lee
Vice President, Shared Services-Real Estate

STATE OF Rhode Island)
) SS
Providence (COUNTY)

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of October, 2001

Kern J. J. J.
Notary Public 4/13/03

STATE OF Ohio)
) SS
Stark COUNTY)

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16 day of October, 2001

Sandra L. Merrill
Notary Public

STATE OF Ohio)
) SS
Stark COUNTY)

SANDRA I. MERRILL L., Attorney At Law
Notary Public, State of Ohio
My Commission has no expiration date
Under Section 147.03 R.C.

Before me, a Notary Public in and for said County, personally appeared the above-named Katharine Bordner, as Vice President of P J BORDNER AND COMPANY, INC, an Ohio corporation, the LESSEE in the foregoing Fourth Amendment to Lease, and acknowledged the signing thereof to be the voluntary act and deed of him/her personally

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal this 16th day of October 2001

Sandra Z. Merrill
Notary Public

SANDRA L. MERRILL, Attorney At Law
Notary Public, State of Ohio
My Commission has no expiration date
Under Section 147.03 R.C.

STATE OF Oklahoma)
Oklahoma) SS
COUNTY)

Before me, a Notary Public in and for said County, personally appeared the above-named William C. Keel, as Vice President of FLEMING COMPANIES, INC, an Oklahoma corporation, the GUARANTOR in the foregoing Fourth Amendment to Lease, and acknowledged the signing thereof to be the voluntary act and deed of him/her personally

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of October, 2001

Shauna M. Renfro
Notary Public

