

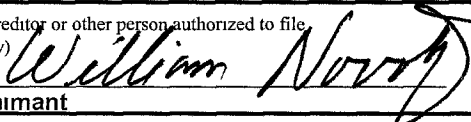

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor FLEMING COMPANIES, INC		Case Number 03-10945
<small>NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property) BELL TOWNE CENTRE ASSOCIATES, 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 address where notices should be sent c/o James P. Armstrong Mariscal Weeks McIntyre & Friedlander PA 2901 North Central Avenue, Suite 200 Phoenix AZ 85012		
Telephone number 602 285 5000		
Account or other number by which creditor identifies debtor		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim dated _____.
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> Wages, Salaries and compensations (Fill out below) <input type="checkbox"/> Money loaned Your SS # _____ <input type="checkbox"/> Personal injury/wrongful death Unpaid compensation for services performed <input type="checkbox"/> Taxes from _____ to _____ <input checked="" type="checkbox"/> Other Rent and other charges (date) (date)		
2 Date debt was incurred		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ 658 081 05 <small>If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below</small> <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 to setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ 0 00 Amount of arrearage and other charges at time case filed included in secured claim if any \$ 0 00		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ 0 00 Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease or rental of property or services for personal family or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a). <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.5em; font-weight: bold;">OCT 29 2003</div> <div style="font-size: 1.5em; font-weight: bold;">BMC</div>
Date 10/28/03	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). <div style="text-align: center;">  William Novotny, Attorney for Claimant </div>	
Fleming Companies Claim  14751		
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.		

EXHIBIT A

**TO THE PROOF OF CLAIM OF
BELL TOWNE CENTRE ASSOCIATES, LLC ("Claimant")**

**IN THE BANKRUPTCY PROCEEDINGS OF
FLEMING COMPANIES, INC , *et al* (collectively "Debtor")**

Case No 03-10945 (MFW) (Jointly Administered)

1 Lease Claimant is the current Landlord under that certain Lease dated September 2, 1987 ("Lease"), relating to certain premises located in the City of Phoenix, Maricopa County, Arizona ("Premises") The Debtor is the Tenant under the Lease, and the Debtor previously occupied the Premises as a "Food 4 Less" A copy of the Lease is attached hereto as Exhibit B The term of the Lease expires on January 31, 2009, the Debtor obtained the Court's approval of the rejection of the Lease effective as of September 30, 2003

2 Pre-Petition Claim There are certain unpaid obligations due the Claimant under the Lease, which arose prior to the Petition Date (April 1, 2003) and which are not limited by 11 U S C § 502(b)(6)(A) The total amount of the Pre-Petition Claim due Claimant is \$115,221 18 (see Exhibit C), calculated as follows

Real Estate Taxes – 2 nd Half 2002	\$56,260 34
Real Estate Taxes – 1 st Half of 2003	56,260 34
Transaction Privilege Taxes (2 4%)	<u>2,700 50</u>
TOTAL PRE-PETITON CLAIM	\$115,221 18

3 Lease Rejection Damages, Summary of Claim The following describes the lease-rejection claims of the Claimant, as well as summarizes the Claimant's Claim against the Debtor and its estate, pursuant to 11 U S C § 502(b)(6)

A	Post-Rejection Rental Obligations Under Lease		
	Base Rent ¹ from 10/1/03 through 1/31/09	\$1,863,541 12	
	CAM ² from 10/1/03 through 1/31/09	\$256,749 44	
	Property Taxes ³ from 10/1/03 through 1/31/09	\$707,104 64	
	Sales Taxes ⁴ from 10/1/03 through 1/31/09	\$67,857 48	
	Remaining Post-Rejection Rental Obligations Before Mitigation		\$2,895,252 68
B	Reduction for Mitigation		<0>
C	Total Remaining Obligations After Mitigation		\$2,895,252 68
D	Fifteen Percent (15%) of Total Remaining Obligations Before Mitigation		\$434,287 90
E	Three (3) Years of Rent/CAM//Taxes		\$1,628,579 64
F	One (1) Year of Rent/CAM/Taxes		\$542,859 87
G	Maximum Damages Allowed Under 11 U S C § 502(b)(6)(A)		\$542,859 87
H	Unpaid Pre-Petition Claim Under 11 U S C § 502(b)(6)(B)		\$115,221 18
I	TOTAL CLAIM		\$658,081 05

¹ Monthly rent is \$29,117 83

² Current monthly CAM is \$4,011 71, although increases in real CAM are likely to occur in the future, no adjustments are being made in this Claim for those increases

³ The current annual real property taxes are \$132,582 12, although increases in real property taxes are likely to occur in the future, no adjustments are being made in this Claim for those increases

⁴ Sales Taxes are based on the current combined tax rate of 2 4%, charged by and payable to the State of Arizona and the City of Phoenix

EXHIBIT B

ADDENDUM TO LEASE AGREEMENT BY AND BETWEEN

Folsom Investments of Arizona, Inc ("LESSOR") and
Fleming Foods West Inc ("LESSEE")

This Addendum shall establish the actual commencement and ending dates of the above-referenced Lease Agreement ("Lease Agreement") This Addendum does not alter or change any other term or condition of the Lease Agreement By executing this Addendum, LESSEE hereby certifies that LESSEE has accepted the Leased Premises and now occupies the same and that the Lease Agreement is in full force and effect and has not been modified

LEASE EXECUTION DATE September 2, 1987

ACTUAL LEASE
 COMMENCEMENT DATE 2/1/89

ACTUAL LEASE
 ENDING DATE 1/31/2009

MONTHLY RENTAL *See Below

PRO RATA RENT \$14,611 17
 (1/11/89 - 1/31/89)

MONTHLY MAINTENANCE \$2,156 87

PRO RATA MAINTENANCE \$1,461 18
 (1/11/89 - 1/31/89)

MONTHLY TAXES & INSURANCE N/A

PRO RATA TAX & INS N/A

PERCENTAGE RENTAL **See Below

PRO RATA RENT TAX \$803 61

TERM OF LEASE Twenty (20) Years

PRO RATA CAM TAX \$80 36
 (current Arizona tax is estimated
 at 5.5%)

PROPERTY BELL TOWNE PLAZA SHOPPING CENTER

ANNUAL TAXES AND INSURANCE LESSOR AGREES TO PAY TAXES AND INSURANCE
 WHEN DUE AND PAYABLE, LESSEE AGREES TO REIMBURSE LESSOR FOR LESSEE'S
 UNPAID BALANCE UPON LESSOR'S REQUEST

OTHER PROVISIONS (if applicable)

three (3) renewal options at five (5) years each at \$30,196 25/month rental

	Monthly Rent	CAM	AZ Tax	Total Due Monthly
*2/1/89-1/31/92	\$21,568	75+2,156	87+1,304	91=\$25,030 53
2/1/92-1/31/02	\$26,960	92+2,156	87+1,601	48=\$30,719 29
2/1/02-1/31/09	\$29,117	81+2,156	87+1,720	11=\$32,994 79

****Percentage Rent**

2/1/89-1/31/92	50%/\$25,882,500-30,882,500
	25%/\$30,882,500
2/1/92-1/31/02	50%/\$32,353,135-37,353,135
	25%/\$37,353,135
2/1/02-1-31-09	50%/\$34,941,375-39,941,375
	25%/\$39,941,375

PLEASE REMIT YOUR CHECK IN THE AMOUNT OF \$ 16,956 33 (includes 5.5% Arizona tax)

LESSEE hereby consents to the assignment of the Lease Agreement
 by the Lessor to (Mortgagee) The Arizona Bank

ACCEPTED AND EXECUTED this 17th day of February, 1989

LESSEE Fleming Foods West, Inc

LESSOR Folsom Investments of Arizona, Inc

By Don Eyler
 Its Vice-President

By Robert S Folsom
 Its President

GUARANTOR (if any) Fleming Companies, Inc

By Don Eyler
Vice-President

PLEASE MAKE ALL CHECKS PAYABLE TO AND RETURN 3 EXECUTED COPIES TO

FOLSOM INVESTMENTS, INC
 Commercial/Retail Division
 16475 Dallas Parkway, Suite 800
 Dallas, Texas 75248-2661

BUILD AND LEASE AGREEMENT

LESSOR

FOLSOM INVESTMENTS OF ARIZONA, INC.

LESSEE

FLEMING FOODS WEST, INC.

**3RD STREET AND BELL ROAD
PHOENIX, ARIZONA**

INDEX

	PARAGRAPH	PAGE
NAME OF PARTIES		1
PREMISES LEASED . ..		1
LAND DESCRIPTION . .		1
OWNERSHIP	1	2
IMPINGEMENT	1	3
COMMON AREAS . .	2	3
COMMON AREA MAINTENANCE AND REIMBURSEMENT	2 .	4
EXTENDED HOUR LIGHTING	. 2 .	4
CONSTRUCTION 3	5
TERM . . .	4	7
RENEWAL OPTIONS. . .	5	8
RENT . ..	6	8
GROSS SALES DEFINED . . .	6 ..	8
LEASE YEAR DEFINED .	6	10
PERCENTAGE AGE .	6	10
LESSOR MORTGAGES .	7	10
TAXES AND ASSESSMENTS .	. 8	10
ASSESSMENTS MADE DURING LEASE TERM .	8	11
LESSEE HOLD HARMLESS . .	9 .	13
PUBLIC LIABILITY INSURANCE OF PREMISES	9	13
PUBLIC LIABILITY INSURANCE OF COMMON AREAS	9	13
REIMBURSEMENT PUBLIC LIABILITY INSURANCE OF COMMON AREAS	9	14
LESSOR HOLD HARMLESS	9	14
WAIVER OF LIABILITY . .	10	14
REMOVAL .	. 11	15
LESSOR ENTRY 12	15
MAINTENANCE AND REPAIR .	13	15
WASTE .	. 14	16
SIGNS	15	16
FIRE AND EXTENDED COVERAGE INSURANCE	16	17
BLANKET INSURANCE	16	17
LESSOR'S REIMBURSEMENT OF PREMIUMS	16	17
SUBSEQUENT CHANGE OF STANDARDS	16	18
DAMAGE AND DESTRUCTION	16	19
CONDEMNATION FOR REPAIRS	17	21

04/24/87

(1)

	PARAGRAPH	PAGE
CONDEMNATION	18	22
HOLDING OVER	19	. 23
SHOWING BY LESSOR . .	20	23
RELATIONSHIP OF PARTIES	21 . .	24
PARKING AREA .	22 . .	24
UTILITIES .	23 . .	24
LESSEE DEFAULT .	24	. 24
LESSOR DEFAULT . .	25 .	. 26
LEASE APPLIES TO BUSINESS ON PREMISES	26	27
INSURANCE MAY BE PROVIDED BY SUBLESSEE OR ASSIGNEE	27	27
EXCLUSIVE .	28	. 27
ALTERATIONS OR ADDITIONS	29	27
SPECIAL SALES PROMOTION .	30 . .	28
ADDITIONAL SPACE	31	28
SHOPPING CENTER OCCUPANCY . .	32 ..	. 28
RIGHT TO CLOSE STORE . .	33	. 29
SUBLET OR ASSIGN	34 .	. 30
LESSOR'S WAIVER	35	31
NOTICES AND DELIVERY OF ITEMS SENT BY MAIL	36	31
CAPTIONS .	37	31
ADVANCE POSSESSION FOR FIXTURE INSTALLATION	38	. 31
SUBORDINATION	39	. 32
BINDING EFFECT	40	.. 32
MERGER	41	32
TIME	42 . .	32
CHOICE OF LAWS	43	32
COMMENCEMENT DATE		33

BUILD AND LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of September, 1987, by and between FOLSOM INVESTMENTS OF ARIZONA INC, whose address is 16475 Dallas Parkway, Suite 800, Dallas, Texas 75248, hereinafter called "LESSOR", and FLEMING FOODS WEST, INC, a California corporation with an office at Phoenix, Arizona, hereinafter called LESSEE

WITNESSETH

WHEREAS, the LESSOR desires to construct a building (hereinafter called "the premises"), containing approximately 51,765 square feet and constituting a part of the Bell Towne Plaza (hereinafter called the "Shopping Center") which Shopping Center is, or will be, located upon the following described real estate

LAND DESCRIPTION A parcel of land located in the Northeast quarter of Section 5, Township 3 North, Range 3 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows

Commencing at the North $\frac{1}{4}$ corner of said Section 5,

Thence N 89°42'19"E a distance of 445 29 feet along the North line of said Section 5,

Thence S 00°17'41"E a distance of 55 00 feet to a point on the South right of way line of Bell Road, said point being the Point of Beginning,

Thence N 89°42'19"E a distance of 819 00 feet along said South right of way line,

Thence S 45°17'41"E a distance of 29 70 feet along said South right of way line to a point on the West right of way line of 3rd Street,

Thence S 00°17'41"E a distance of 89 00 feet along said West right of way line to the point of curvature of a tangent curve to the right, concave Northwesterly having a radius of 470 00 feet,

Thence Southwesterly along the arc of said curve and West right of way line through a central angle of 28°06'19" a distance of 230 55 feet,

Thence S 27°48'38"W a distance of 100 00 feet to the point of curvature of a tangent curve to the left concave Southeasterly having a radius of 530 00 feet,

Thence Southwesterly along the arc of said curve and West right of way line through a central angle of 56°33'41" a distance of 523 21 feet,

Thence S 28°45'03"E a distance of 258 88 feet along said West right of way line,

Thence S 16°14'57"W a distance of 28 78 feet to a point on the North right of way line of Camino Via Verde, said point being on a non-tangent curve to the left concave Southeasterly from which the radius bears S 29°58'49" E a distance of 2346 83 feet,

Thence Southwesterly along the arc of said curve and North right of way line through a central angle of 07°25'19" a distance of 304 00 feet to a point of tangency,

Thence S 52°35'52" W a distance of 334 60 feet along said North right of way line,

Thence N 37°24'08" W a distance of 553 11 feet,

Thence N 00°17'41" W a distance of 1105 00 feet to the Point of Beginning,

of which the LESSEE's premises are to be located upon Phase I development of said Shopping Center, located upon the following described real estate

PHASE I

A parcel of land situated in the Northeast Quarter of Section 5, Township 3 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows

Commencing at the north quarter corner of Section 5,

Thence N 89°42'19" E a distance of 445 29 feet along the north line of Section 5 and the monument line of Bell Road,

Thence S 00°17'41" E a distance of 55 00 feet to a point on the south right of way line of Bell Road and the Point of Beginning,

Thence S 00°17'41" E a distance of 730 00 feet,

Thence N 89°42'19" E a distance of 325 00 feet,

Thence S 00°17'41" E a distance of 60 00 feet,

Thence N 89°42'19" E a distance of 170 00 feet,

Thence S 00°17'41" E a distance of 60 00 feet,

Thence N 38°42'19" E a distance of 211 73 feet to a point on the west right of way line of 3rd Street, said point being on a non-tangent curve to the right concave southeasterly from which the radius bears N 69°46'16" E a distance of 530 00 feet,

Thence northeasterly along the arc of said curve and said west right of way line through a central angle of 48°02'11" a distance of 444 38 feet,

Thence N 27°43'38" E a distance of 100 00 feet along said west right of way line to the point of curvature of a tangent curve to the left, concave northwesterly having a radius of 470 00 feet,

Thence northeasterly along the arc of said curve and west right of way line through a central angle of 28°06'19" a distance of 230 55 feet,

Thence N 00°17'41" W a distance of 89 00 feet along said west right of way line,

Thence N 45°17'41" W a distance of 29 70 feet along said west right of way line to a point on the south right of way line of Bell Road,

Thence S 89°42'19" W a distance of 819 00 feet along said south right of way line to the Point of Beginning, and,

WHEREAS, other certain buildings may be located on the Future Phase development of said Shopping Center, as denoted on Exhibit "A" hereof, on the following described real estate

FUTURE PHASE

A parcel of land located in the Northeast Quarter of Section 5, Township 3 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows

Commencing at the north quarter corner of said Section 5,

Thence N 89°42'19" E a distance of 445 29 feet along the north line of said Section 5 and the monument line of Bell Road,

Thence S 00°17'41" E a distance of 785 00 feet to the Point of Beginning,

Thence N 89°42'19" E a distance of 325 00 feet,

Thence S 00°17'41" E a distance of 60 00 feet,

Thence N 89°42'19" E a distance of 170 00 feet,

Thence S 00°17'41" E a distance of 60 00 feet,

Thence N 89°42'19" E a distance of 211 73 feet to a point on the west right of way of Third Street, said point being on a non-tangent curve to the left concave northeasterly from which the radius bears N 69°46'16" E a distance of 530 00 feet,

Thence southeasterly along the arc of said curve and west right of way line through a central angle of 08°31'19" a distance of 78 83 feet to a point of tangency,

Thence S 28°45'03" E a distance of 258 88 feet along said west right of way line,

Thence S 16°14'57" W a distance of 28 78 feet along said west right of way line to a point on the north right of way line of Greenway Parkway, said point being on a non-tangent curve to the left concave southeasterly from which the radius bears S 29°58'49" E a distance of 2346 83 feet,

Thence southwesterly along the arc of said curve and north right of way line through a central angle of 07°25'19" a distance of 304 00 feet,

Thence S 52°35'52" W a distance of 334 60 feet along said north right of way line,

Thence N 37°24'08" W a distance of 553 11 feet,

Thence N 00°17'41" W a distance of 375 00 feet along a line perpendicular to the north line of said Section 5 to the Point of Beginning, and,

WHEREAS, LESSOR hereby grants unto LESSEE the mutual access and cross-over rights on the Future Phase development, as hereinabove described, together with a Temporary Access and Permanent Access, on the following described real estate

TEMPORARY ACCESS An easement for ingress, egress over and across that parcel of land located in the Northeast Quarter of Section 5, Township 3 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows

Commencing at the North quarter of said Section 5,

Thence N 89°42'19"E 445 29 feet along the North line of said Section 5 which is the monument line of Bell road,

Thence S 00°17'41"E 785 00 feet, Thence N 89°42'19"E 325 00 feet, Thence S 00°17'41"E 60 00 feet, Thence N 89°42'19"E 170 feet, Thence S 00°17'41"E 60 feet,

Thence N 89°42'19"E 211 73 feet to a point on the West right of way line of 3rd Street, said point being on a non-tangent curve to the left concave Northeasterly from which the radius bears N 69°46'16"E a distance of 530 00 feet, said point being the Point Of Beginning,

Thence N 82°13'57"W 684 49 feet, Thence N 00°17'41"W 24 00 feet, Thence N 89°42'19"E 24 00 feet, Thence S 82°13'57"E 650 65 feet to a point of the westerly right of way line of 3rd Street,

Thence Southerly 30 28 feet along an arc of said non-tangent curve and said right of way line to the Point of Beginning,

PERMANENT ACCESS Commencing at the North Quarter corner of said Section 5,

Thence N 89°42'19"E 445 29 feet along the north line of said Section 5 which is the monument line of Bell Road,

Thence S 00°17'41"E 1160 00 feet, Thence S 37°24'08"E 553 11 feet to a point on the North right of way line of Greenway Parkway, Thence N 52°35'52"E 54 00 along said right of way line to the Point of Beginning,

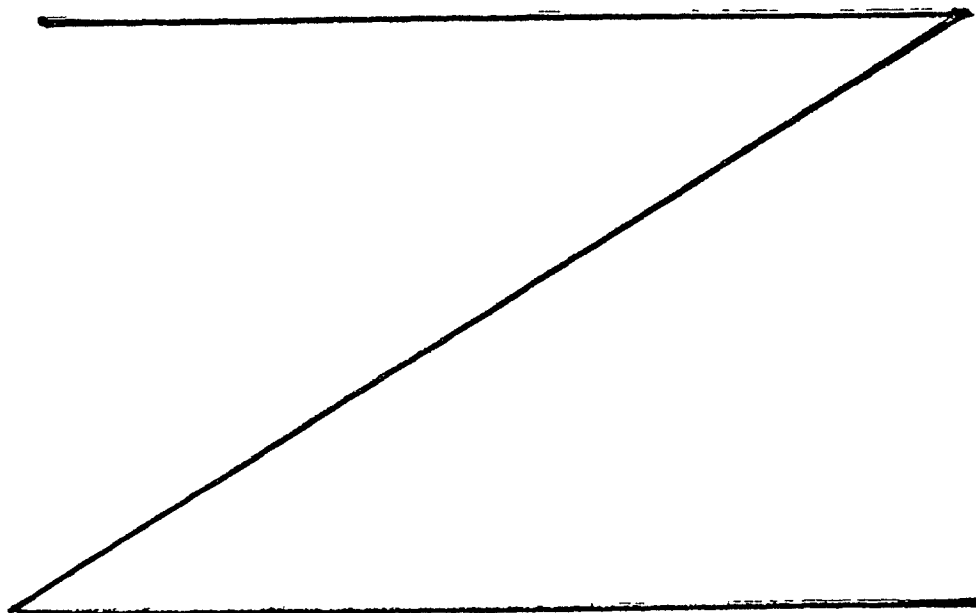
Thence N 37°24'08"W 576 43 feet, Thence N 00°17'41"W 323 83 feet, Thence N 89°42'19"E 24 00 feet, Thence S 00°17'41" E 315 77 feet, Thence S 37°24'08"E 568 37 feet to the North right of way line of Greenway Parkway,

Thence S 52°35'52"W 24 00 feet along said right of way of line to the Point of Beginning,

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 has good title to said real estate, and that the LESSEE, upon paying the rentals herein reserved and observing, performing and keeping all and singular the covenants and agreements hereinspecified 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, except for the Easements with Covenants and Restrictions Affecting Land (ECR) attached hereto as Exhibit "C", 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, which consent shall not be unreasonably withheld

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 areas 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

COMMON AREA MAINTENANCE AND REIMBURSEMENT LESSEE agrees to pay as additional rent, pursuant to Paragraph 6C hereof, up to Two Thousand One Hundred Fifty-Six Dollars and Eighty-Seven Cents (\$2,156 87) 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 Two Thousand One Hundred Fifty-Six Dollars and Eighty-Seven Cents (\$2,156 87)

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 with LESSEE'S next monthly payment of said expenses, and for overpayment of LESSEE'S pro rata share, which overpayment shall be credited against LESSEE'S next monthly payment 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 , then 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 ^{February 1, 1988} ~~October 1, 1987~~, and completed and ready for occupancy on or before ^{October 1, 1988} ~~May 1, 1988~~, ^{September, 1989} ~~September, 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, 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 forty-five (45) 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 LESSEE 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), bailer, 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 (Commercial Risks Services) ratings Upon completion of construction, LESSOR agrees to provide LESSEE with a rating sheet for LESSEE'S premises from the Insurance Service Organization (Commercial Risks Services) indicating deficiencies, if any LESSOR shall also construct and maintain during the term of this Lease a sign, to be approved by the LESSEE, identifying the Shopping Center, and LESSEE shall have the right to place on such sign identifying the Shopping Center its sign, which shall be of at least the same size and advertising effect as any sign placed on such sign identifying the Shopping Center by any other tenant in the Shopping Center LESSOR covenants and agrees that neither it nor any other tenant in the Shopping Center shall construct a sign so as to impair the visibility of or access to the premises and LESSEE agrees LESSOR'S obligation to construct and maintain a Shopping Center Directory Sign will be subject to applicable zoning and governmental regulations

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 forty-five (45) days after receipt of LESSEE'S notification to LESSOR, then at LESSEE'S sole option LESSEE may either complete such punch list items and bill LESSOR for the reasonable cost therefor, in which case payment shall be due from LESSOR within thirty (30) days after receipt of LESSEE'S itemized bill and shall payment not be made by LESSOR to LESSEE, then LESSEE shall have the right to deduct the cost thereof from rent, 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.

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 forty-five (45) 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 twentieth (20) year term thereafter.

It is agreed that, if at the end of the original term of this Lease, or any option period hereof, should 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 1/2) 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 Provided Lessee is not in Monetary default, 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 three (3) additional term(s) of five (5) years each, upon the same terms and conditions except as otherwise prescribed in the Lease. 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 16475 Dallas Parkway, Suite 800, Dallas, TX 75248, or at such other places as are mutually agreed upon, the following amounts.

A Commencing with the first through the third lease years, a minimum monthly rental of Twenty-One Thousand Five Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$21,568 75), thence commencing with and during the fourth through the thirteenth lease years, a minimum monthly rental of Twenty-Six Thousand Nine Hundred Sixty Dollars and Ninety-Four Cents (\$26,960 94), thence, commencing with and during the fourteenth through the twentieth lease years, a minimum monthly rental of Twenty Nine Thousand One Hundred Seventeen Dollars and Eight-One Cents (\$29,117 81), thence, commencing with and during any exercised renewal option period, a minimum monthly rental of Thirty Thousand One Hundred Ninety-Six Dollars and Twenty-Five Cents (\$30,196 25), plus

B Commencing with and during the first through the third lease years, an amount equal to One-half percent (50%) of annual gross sales, as defined herein, made from the premises, in excess of \$25,882,500 00 up to \$30,882,500 00, thence One-Quarter percent (25%) of all annual gross sales in excess of \$30,882,500 00, thence commencing with and during the fourth through the thirteen lease years, an amount equal to One-half percent (50%) of all annual gross sales in excess of \$32,353,135 00 up to \$37,353,135 00, thence One-Quarter percent (25%) of all annual gross sales in excess of \$37,353,135 00, thence

commencing with and during the fourteenth through the twentieth lease years, an amount equal to One-half percent (50%) of all annual gross sales in excess of \$34,941,375 00 up to \$39,941,375 00, thence One-Quarter percent (25%) of all annual gross sales in excess of \$39,941,375 00, thence commencing with and during any exercised renewal option term, an amount equal to One-half percent (50%) of all annual gross sales in excess of \$36,235,000 00 up to \$41,235,000 00, thence One-Quarter percent (25%) of all annual gross sales in excess of \$41,235,000 00

1 Taxes and assessments against the premises, as provided in Paragraph 8 hereof

2 Public liability and property damage insurance annual premiums insuring the common areas as set forth in Paragraph 9 hereof

3 LESSEE'S repair and maintenance obligations of the premises as set forth in Paragraph 13 hereof

4 Fire and extended coverage insurance annual premiums insuring the premises as set forth in Paragraph 16 hereof

C Public liability and property damage insurance annual premiums insuring the common areas as set forth in Paragraph 9 hereof

D Fire and extended coverage insurance annual premiums as set forth in Paragraph 16 hereof

E Repairs and maintenance of the premises as set forth in Paragraph 13 hereof

F. LESSEE'S annual proportionate share of common area maintenance cost, as defined in and payable, as set forth in Paragraphs 2 and 13 hereof

GROSS SALES DEFINED The term "gross sales", 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 of 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
NSC 9 05/12/87

for other prior lease periods 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 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 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 one hundred twenty (120) days

from the end of each respective year to bill LESSEE for said taxes 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 one hundred twenty (120) days, as aforesaid, 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 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, at LESSEE'S sole cost and expense, 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. In the event LESSOR or LESSEE shall contest any taxes or assessments, LESSOR or LESSEE shall be immediately notified in writing.

Notwithstanding anything to the contrary contained in this Lease, LESSEE shall be fully liable for and pay to LESSOR within ten (10) days after demand for same, as additional rent any and all gross proceeds taxes, excise taxes, privilege taxes, sales taxes, or like taxes now or hereafter levied or assessed by a "governmental law", (as that term is as hereinafter defined) upon rents or other charges hereunder, including but not limited to, charges for property taxes, insurance, maintenance, repairs, improvements, utilities, etc (hereinafter referred to as "Rental Taxes"). LESSOR may at its option make monthly charges to LESSEE calculated on the basis of one-twelfth (1/12) of the estimated annual Rental Taxes, payable in advance but subject to adjustment after the end of the year on the basis of the actual Rental Taxes levied or assessed for such year. A "government law" as used hereinabove shall refer to any law or ordinance of the United States, the state of Arizona (specifically including Arizona Revised Statutes, Section 42-1311, as such may be amended or revised from time to time or any similar or substitute statute), any city, county, municipal corporation or any other governmental entity with jurisdiction or authority to assess Rental Taxes.

It is further agreed and understood that notwithstanding LESSEE'S payment of the Rental Taxes to LESSOR, the Rental Taxes are additional rent hereunder.

and the right to claim any and all tax deductions or any other tax benefits that might arise by virtue of the payment of the Rental Taxes shall belong solely to LESSOR

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 Arizona, 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 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 Arizona, 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 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 LESSEE shall have the right to deduct fifty percent (50%) of any increases in the annual insurance premiums for said policy(s) from percentage rental, if any, over and above the base lease year, said base lease year being those annual insurance premium payable for the first lease year, such deductions to be non-cumulative

50%
PERCENT
DEDUCT

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 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 (1) acknowledge that the insured has waived and released its right of recovery pursuant to this paragraph and (11) 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 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 within thirty (30) days of written notice therefor and receipt of LESSEE'S itemized bill 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, 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 eighty percent (80%) 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, 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. LESSEE shall have the right to deduct fifty percent (50%) of any insurance in the annual insurance premium for

said policy(s) from percentage rental, if any, over and above the base lease year, said base lease year being those annual insurance premiums payable for the first lease year, such deductions to be non-cumulative

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 (Commercial Risk Services) 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 (Commercial Risk Services) 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 (Commercial Risk Services) 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 (Commercial Risk Services) subsequent change of standards of qualifications for full sprinkler credit pertaining to the standards of construction of the premises 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 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 forty-five (45) 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 substantially the same condition as existed before the occurrence of such damage. If, for any reason whatsoever, rebuilding and repairing is not completed within nine (9) 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,

NSC 20 05/12/87

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 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 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 consent of LESSOR or 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, except the rent shall be on and one-half times the minimum monthly rent herein.

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 Subject to the ECR Agreement, LESSOR agrees that at no time during the term of this Lease will the customer parking area, entrances and exits 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 governmental authorities, or any authority having jurisdiction over the Shopping Center including City, County, State or Federal government, or is done at LESSEE'S request, or results from the exercise of any right granted LESSEE herein will not place the LESSOR in default should the parking or service area be reduced. 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 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 have the right to 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 reasonable and 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 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 the 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. (5) LESSEE to bill LESSOR for the actual cost or amount of the payment and LESSOR agrees to immediately reimburse LESSEE upon receipt of said statement, or (6) if payment is not made by LESSOR to LESSEE then LESSEE may 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 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 shall be architecturally and aesthetically compatible and harmonious with the uniform design concept of the Shopping Center, 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 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, the LESSEE may require additional rental space in excess of that included in this Lease. It is agreed that LESSEE may, at any time within the first six (6) years of the term of this Lease, request LESSOR to construct, at LESSOR'S expense, additional rental space, not exceeding 10,000 square feet, to be leased to LESSEE under the same terms, conditions, with rentals to be adjusted as agreed to by and between the parties hereto whereupon LESSOR shall construct such additional space. LESSOR further agrees that, in the event rental space in an adjoining building, if any, becomes available for occupancy during the term of this Lease or any extension hereof, LESSEE shall have the first right and option to occupy such space on the same terms, conditions, with rentals to be adjusted as agreed to by and between the parties hereto.

32 SHOPPING CENTER OCCUPANCY LESSOR further covenants that it will, simultaneously with construction of the leased premises, Phase I together with the temporary access and permanent access easements, construct other buildings in the Shopping Center of Phase I together with the temporary access and permanent access easements, the size, and to be simultaneously with or previous to LESSEE'S occupancy under this Lease, indicated as follows:

If LESSOR shall fail to so construct Phase I together with the temporary access and permanent access easements, such other buildings, simultaneously with or previous to LESSEE'S occupancy under this Lease, then at the sole option of the LESSEE this Build and Lease Agreement may be declared null and void, or LESSEE may be entitled to pay either percentage rental or the minimum fixed monthly rental, whichever is less, until the retail space is constructed by retail tenants 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 by either the LESSOR or LESSEE those uses not permitted pursuant to Paragraph 34 hereof and LESSOR agrees and no restaurant exceeding 1800 sq ft in Shop A as denoted on Exhibit "A"

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 LESSEE may close said store for a temporary period, not to exceed thirty (30) days

In the event that LESSEE permanently closes the store, LESSEE agrees to promptly notify LESSOR in writing of its intent LESSOR shall have sixty (60) days from its receipt of such notice in which to notify LESSEE of its intent to terminate the lease If LESSOR elects to terminate this lease, then such termination shall be effective as of the date of LESSOR'S mailing to LESSEE of its notice of termination If LESSOR does not terminate this lease, or if LESSOR fails to notify LESSEE of its intention to terminate this lease, within the above described period, then LESSEE may sublet the premises in accordance with the provisions set forth in this lease After said sixty (60) day period, LESSOR shall have the continuing right to sublet the premises, so long as LESSEE has not entered into a prior sublease agreement At any time that LESSOR subleases the premises pursuant to the provisions of this paragraph, this lease shall immediately terminate and neither LESSOR nor LESSEE shall have any further rights or obligations hereunder

LESSOR may not terminate this Lease if LESSEE has temporarily closed the store, as defined hereinafter, provided LESSEE shall continue to pay the minimum monthly rental and comply with all other covenants of the lease Temporary closing of the store shall mean, in addition to the sixty (60) day closing referred to above, any closing for the following purposes or reasons

A The discontinuance of business at the store by any sublessee or assignee of LESSEE, provided, however, LESSEE is with due diligence attempting to secure another sublessee or assignee

- B Damage or destruction pursuant to Paragraph 16 of the lease
- C Condemnation pursuant to Paragraph 17 or 18 of the lease
- D Refixturing of the premises, provided same be undertaken with due diligence
- E Alterations to the premises pursuant to Paragraph 29 of the lease, provided same be undertaken with due diligence
- F The widening or improvement of any roadway adjoining the Shopping Center to the extent same is permitted pursuant to the lease
- G Closing of the common and delivery areas to prevent a dedication by LESSOR of same to any governmental unit

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 with LESSOR'S prior consent, such consent not to be unreasonably withheld, to sublet all or a portion of the premises, or to assign this Lease, either in whole or in part such assignment with LESSOR'S prior consent, such consent not to be unreasonably withheld, 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. LESSOR, subject to the provision of Paragraph 33, shall have the right to cancel and terminate this Lease should LESSEE elect to permanently close its store and sublet or assign this Lease for a non-food purpose (such assignment with LESSOR'S prior consent, such consent not to be unreasonably withheld) provided such cancellation shall be prior to LESSEE'S entering into a written agreement subletting or assigning this Lease to any such other party.

LESSOR and LESSEE agree upon any letting, subletting or assignment, the operational use of LESSEE'S premises nor on the balance of the Shopping Center shall be used for a theatre, bowling alley, restaurant, skating rink, offices, training or educational facilities, a dancing establishment of any kind, bar, club (with or without alcoholic beverages), a garage, or for the sale of books and materials of solely prurient interest and without redeeming social value unless LESSOR gives LESSEE its prior written consent. LESSEE further agrees to honor any and all written exclusives given by LESSOR to other tenants of the Shopping Center provided LESSOR notifies LESSEE in writing of exclusives given to such other tenants of the Shopping Center at the time given and that such exclusives will not limit nor diminish LESSEE'S right to departmentalize and

sell items normally associated with supermarket operations within the greater Phoenix, Arizona area, without LESSEE'S prior written consent

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 16475 Dallas Parkway, Suite 800, Dallas, Texas 75248. Any such notice to the LESSEE shall be addressed to it in care of Fleming Foods West, Inc., 624 S 25th Avenue, Phoenix, AZ 85009 and to 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 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

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

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

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

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

LESSOR-
FOLSOM INVESTMENTS OF ARIZONA, INC.

By Edna S. Selva
President

LESSEE-
FLEMING FOODS WEST, INC

By Michael D. Murphy
Vice President

(SEAL)

ATTEST

James C. Clark
Assistant Secretary

The commencement date of this Lease, as provided in Paragraph 4, Page 7
hereof, is agreed to be the 29th day of May, 1987

LESSOR-
FOLSOM INVESTMENTS OF ARIZONA, INC

By Edna S. Selva
President

(SEAL)

ATTEST

Shirley K. Hensley
Secretary

LESSEE-
FLEMING FOODS WEST, INC

By Michael D. Murphy
Vice President

(SEAL)

ATTEST

James C. Clark
Assistant Secretary

Lucas
STATE OF ~~ARIZONA~~ }
Dallas } ss
COUNTY OF ~~MARICOPA~~

BE IT REMEMBERED, that on this *29th* day of May, A D , 1987, before me, the undersigned, a Notary public in and for the County and State aforesaid, came *Robert J. Tolson*, President of FOLSOM INVESTMENTS OR ARIZONA, INC , a corporation duly organized, incorporated and existing under and by virtue of the laws of Arizona, and *Weldon W. Schenker*, 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

Bonnie Spivey
Notary Public

(SEAL)

My Commission Expires.

8-18-88

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss

September 1987
BE IT REMEMBERED, that on this *2nd* day of ~~May~~, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, *Stan D. Dineen*, Vice President of FLEMING FOODS WEST, INC , a corporation duly organized, incorporated and existing under and by virtue of the laws of California, and *Weldon W. Schenker*, Assistant 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

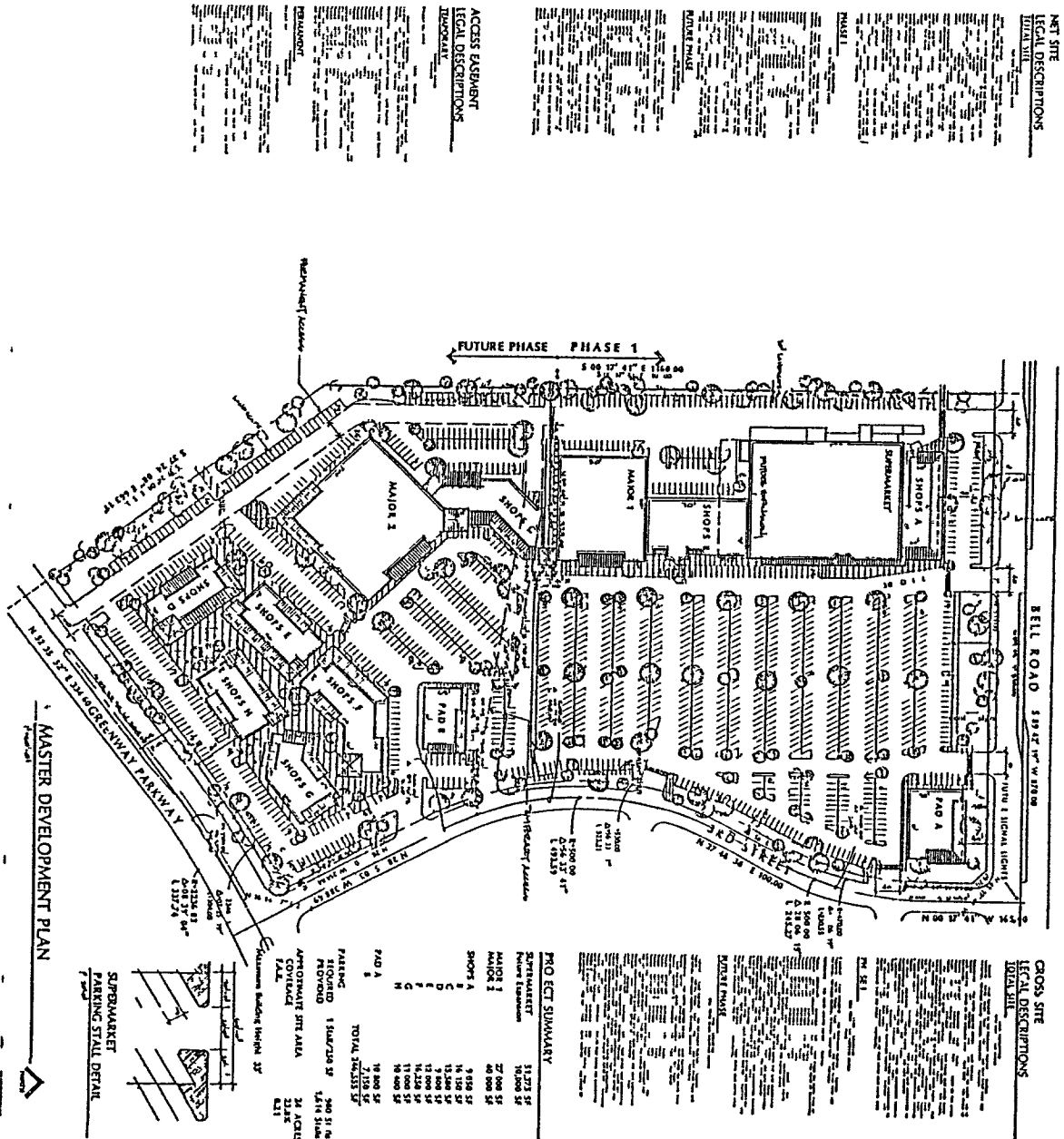
Bonnie Spivey
Notary Public

(SEAL)

My Commission Expires

July 17, 1991

EXHIBIT (A)



CROSS SITE
LEGAL DESCRIPTIONS
[Detailed legal descriptions of the cross-site parcels]

PHASE 1
LEGAL DESCRIPTIONS
[Detailed legal descriptions of Phase 1 parcels]

PHASE 2
LEGAL DESCRIPTIONS
[Detailed legal descriptions of Phase 2 parcels]

PHASE 3
LEGAL DESCRIPTIONS
[Detailed legal descriptions of Phase 3 parcels]

ACCESS EASEMENT
LEGAL DESCRIPTIONS
[Detailed legal descriptions of access easements]

PHASE 4
LEGAL DESCRIPTIONS
[Detailed legal descriptions of Phase 4 parcels]

CROSS SITE
LEGAL DESCRIPTIONS
[Detailed legal descriptions of the cross-site parcels]

PROJECTIONS SUMMARY

PROJECT	PROJECTIONS
PHASE 1	11,000 SF
PHASE 2	27,000 SF
PHASE 3	40,000 SF
PHASE 4	19,000 SF
TOTAL	97,000 SF

PARKING
STANDARD
PROVIDED
APPROXIMATE PER ACRE
COVERAGE
24 SPACES
21.5%
2.1%

PHASE 1
LEGAL DESCRIPTIONS
[Detailed legal descriptions of Phase 1 parcels]

BELL TOWNE PLAZA SHOPPING CENTRE
5VC 3rd STREET & BELL ROAD
A.D. Segment of
FOLSOM INVESTMENTS INCORPORATED

NELSON KUBICEK ARCHITECTS AIA.
3025 NORTH SIXTEENTH STREET
PHOENIX, ARIZONA 85016
TEL. 602.254.0130


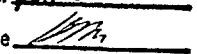
Approved by Lessor 
Approved by Lessee 

EXHIBIT "B"

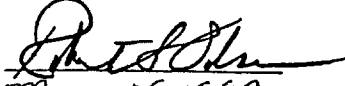

FLEMING COMPANIES, INC.
FOOD 4 LESS
STANDARD SPECIFICATIONS

Revision Date 05/86 DIVISION _____
DATE _____
JOB LOCATION _____

I N D E X

<u>REQUIREMENT</u>	<u>PAGE NO</u>
1 General Conditions	1 - 4
2 Site Work	4 - 6
3 Foundations	6
4 Wall Construction	6 - 8
5 Floor Construction	8 - 9
6 Ceiling Construction	9
7 Roof Construction	9 - 10
8 Doors, Windows, Hardware	10 - 11
9 Interior and Exterior Finishes	11 - 12
10 Equipment	12
11 Automatic Sprinkler System	12 - 13
12 Plumbing	13 - 16
13 Heating and Air Conditioning	17
14 Electrical and Lighting	20 - 22

" E X H I B I T B "

LESSOR'S
SIGNATURE 
DATE May 29/1987
FLEMING
SIGNATURE 
DATE 5/3/87

NOTE These outline specifications are to be used for
 Food 4 Less buildings

SPECIFICATIONS

Specifications and requirements for a building of approximately _____ square feet measuring _____ feet by _____ feet, parking lot, curbs, docks, driveways, and walks (collectively referred to herein as "building").

1 GENERAL CONDITIONS

1 1 Intent of Plans and Specifications

1 1 1 These outline lease specifications and construction layouts contain the same minimum requirements of the Lessee and are for a complete structure, including heating, ventilating and air conditioning, electrical wiring, plumbing, fire protection work, hardwares, and interior finishes

1 1 2 The building is to be constructed in compliance with all local, city, state or federal government building codes and Health Department requirements. In addition, all covenants, codes, and restrictions (CCR) must be complied with relative to construction and building locations. In all instances where no apparent codes prevail, same shall be constructed in compliance with ACI, AICS, AS-RAE, ASTM, AWS, BOCA, NEC, NFPA, UPC and OS&A

1 1 3 Dimensions and locations of property lines on any drawings furnished by Lessee are approximate only, and it is the Lessor's responsibility to ascertain the actual dimensions and locations

1 1 4 No substitutions, changes, or deviations from the specifications or drawings shall be made without the written approval of the Lessee

1 1 5 If there is any conflict or disagreement between the specifications or drawings, the Lessee is to be consulted as to which will prevail. Should anything be mentioned in these specifications and not shown in the drawings, or vice versa, the same shall be followed as if set forth in both, as it is the intent of these specifications and accompanying drawings to correspond and embody every item and part necessary for the completion of the building, ready for a supermarket operation

1 1 6 Lessor shall deliver to Lessee 'as-built' drawings showing all addenda revisions changes necessitated by field conditions and other deviations. As-built drawings shall be one set sepia reproducibles

1 1 7 Lessee reserves the right to review building plans and such review must be secured before construction of the building is started

1 2 Materials and Labor

1 2 1 All materials shall be new and first-grade All labor in connection with this work, including trucking, handling, installation, etc shall be done by skilled craftsmen normally employed in the various construction trades

1 2 2 The building is to be substantially sound in all respects, all facilities and utilities serving the building structure are to be suitable and adequate for the purpose

1 2 3 All structural portions of the building, including footings, foundations, walls, floor, ceiling, roof joists, roof decking, roof beams, posts, supports, joints and connections shall follow AISC and ACI codes of standard practices in determining size, strength, type, number, construction and installation

1 2 4 Lessor and joint contractors shall guarantee equipment, materials and workmanship for one (1) year unless stated otherwise, from acceptance date of completed building Guarantees shall in turn bind each subcontractor, supplier or vendor to make good deficiencies arising from inferior materials or installations

1 3 Clean-up

1 3 1 The Lessor shall leave the premises, including the floors, walls, windows, hardware, etc clean of all marks, stains, and broken glass, and ready for Lessee store operations All areas within metes and bounds shall be free of all debris and excess construction materials, making site ready for Lessee store operation.

1 4 Permits and Approvals

1 4 1 Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Lessor The Lessor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work The Lessor will coordinate location of all emergency exits with Lessee

1 4 2 The Lessor will be responsible for obtaining a Certificate of Occupancy for the building premises from the appropriate controlling jurisdiction, to include all local, county, state and federal agencies

1 5 Claims for Extra Work

1 5 1 Claims for extra work shall be honored. Such changes requested by Lessee shall be in writing. In such a case, both Lessee and Lessor must agree to the scope of the work involved in the change and total cost before any work is done.

1 6 Supervision

1 6 1 The General Contractor shall employ a competent, full-time superintendent and necessary assistants for this project during the entire construction period.

1 7 Building Schedule

1 7 1 Prior to the start of construction, the Lessor shall prepare and submit to the Lessee a construction progress schedule showing the time required for each trade with the starting date and completion date for each trade. It is expressly understood that the Lessor shall be completely finished with all his interior work at time of substantial completion before fixture installation begins so that his men will not interfere with Lessee's workmen assembling fixtures.

1 7 2 Lessor shall notify Lessee in writing of changes in the construction progress schedule.

1 8 Availability of Utilities

1 8 1 Lessor shall provide adequate utility services, including gas, electric power, water service, sanitary sewer, storm water drainage and telephone service, to satisfy the needs of Lessee and Lessee's insurance carrier.

1 8 2 Utility meter billing changeover from the Lessor to the Lessee (gas and/or electric) to occur when refrigeration display units are started up if the building is substantially complete and secure with all mechanical, electrical and HVAC work done. If the building is not substantially complete, the meter billing changeover will occur at the time of building completion.

1 9 Soil Conditions

1 9 1 Lessor shall include the cost of, and be responsible for, certifications of sub soil conditions under footings, floors, paving, etc.

1 10 Documents

1 10 1 Lessor shall furnish as his proposal to Lessee the following drawings prepared by a licensed architect and related engineers, duly licensed by the State in which the building will be constructed

- 1 Site plan and parking lot
- 2 Structural drawings showing --
 - (a) Concrete footings and foundations
 - (b) Roof framing
 - (c) Front elevation
- 3 Site drawings showing --
 - (a) Utilities
 - (b) Storm drainage
 - (c) Location of building
 - (d) Parking lot lighting, including external building lighting
- 4 Mechanical and electrical drawings
- 5 Special architectural details or any other drawings, details or specifications outlining an alternate method of construction
- 6 Shopping center pylon sign drawing (if sign is required for lease)

1 10 2 The following documents shall be furnished to the Lessor by Lessee

- 1 Store criteria or location drawings, including
 - (a) Fixture layout
 - (b) Reflected ceiling layout
 - (c) Electrical layout
 - (d) Plumbing layout
 - (e) Underfloor trench and pit layout

2 SITE WORK

2 1 General Instructions

2 1 1 The term "Site," as used in these specifications, shall mean area within property lines shown on drawings. Include curb and gutter where such is to be relative to the building

2 1 2 Furnish the Lessee a copy of the proposed site, grade, storm water drainage and paving plan for their review before starting work. Water retention areas (if required) must be shown on this plan

2 1 3 Special drives shall be provided to be used during building construction stage for heavy equipment to get to and from location. This will eliminate any possible damage to permanent parking lot.

2 1 4 Lessor shall furnish and install lighting equipment and fixtures for the parking lot that will maintain four (4) foot candle lighting level at the surface.

2 1 5 Lessor shall provide electrical provisions for pylon sign in the parking lot.

2 1 6 Parking lot to be striped with two (2) coats traffic yellow paint, single 4" wide lines. See typical striping (SHEET A).

2 1 7 Lessor shall install a 10'W x 40'L x 6" concrete slab, adjacent to grocery receiving doors, as indicated on plan.

2 1 8 Parking lot design shall be such that clogging of catch basins will not result in flooding of store.

2 1 9 Lessor shall install a truck-height loading dock(s) as indicated on plans, with a Kelly dock leveler Model M-60SK with night locks, or Lessee approved equal. Elevation of dock shall be the same as floor elevation inside the store. Canopy Over All loading docks must be provided with lights as indicated on plan. If natural dock is not practical, then the Lessor shall furnish and install an Advance Model 2500-K, 6'x8' 5000 pound capacity hydraulic platform lift, 5 H.P. Verify bridge-end throw-over plate with Lessee. See typical details for dock (SHEET B). See typical detail for sump pumps, if required (SHEET C).

2 1 10 Lessor shall provide all required trenches for refrigeration lines, HVAC, duct(s), electrical, plumbing and lighting.

2 2 Walks, Drives and Paving

2 2 1 Concrete paving shall comply with applicable "Standard Specifications for Highway Construction". Provide expansion joints at 20'-0" o.c. intervals each way. Provide rolled compacted earth sub-base, depending on soil base geological analysis, by the testing engineer.

2 2 2 Unless shown otherwise, concrete walks shall be 4" thick with 6x6-10/10 mesh reinforcing, concrete paving shall be 6" thick with 6x6-6/6 mesh reinforcing.

2 2 3 Provide all asphalt paving shown on drawings meeting the applicable "Standard Specifications for Construction of Highways". Provide min of 2" hot asphalt paving over 6" of rolled, compacted crushed rock base depending on geological soil base analysis. All deleterious material shall be removed from paved areas. All driveways and thoroughfares used for delivery trucks must have a minimum of 3" asphalt over minimum of 8" base.

2 2 4 Lessor shall warrant paving against disintegration of surfacing and forming of sink holes for a period of two (2) years after final acceptance. Any repairs required during warranty period shall be the responsibility of the Lessor.

2 2 5 Driveway and parking areas shall be graded to drain adequately away from the building so that there will be no water standing in these areas at any time. Maximum grade for 200 feet in front of door shall be 3 1/3% maximum grade in remote areas of Lessee's parking area shall be 5%. Minimum grade throughout Lessee parking area shall be 1 1/2%.

2 2 6 See typical details for ramping (Sheet D)

2 3 Site Utilities

2 3 1 Sanitary system for entire shopping center shall provide for unusual conditions caused by chemical detergents, grease, etc.

2 3 2 Storm drain system shall be designed for a minimum rainfall concentration of 4 inches per hour.

3 FOUNDATIONS

3 1 The footings and foundations shall be of sufficient depth, height, width and construction to structurally support walls as required following all applicable structural codes.

3 2 Unless otherwise required, all foundations, walls and footings shall be poured reinforced concrete with concrete meeting 3000 psi test in 28 days.

4 WALL CONSTRUCTION

4 1 Exterior Walls

4 1 1 Walls shall be of an approved structural design meeting all code requirements and an approved height to thickness ratio.

4 3 2 All restrooms and employees' lounges are to have a hard surfaced material from floor to ceiling. All restrooms are to meet city and county codes. Provide toilet partitions and urinal screens in the dimension and arrangements shown on drawings. Lessor to furnish and install equipment and fixtures in restrooms per plans.

4 3 3 Meat processing room will be constructed of cooler panels, supplied and installed by the Lessee.

4 3 4 Install metal edges, tape and sand all gypsum board joints, following manufacturer's recommendations.

4 3 5 The produce prep area walls are to receive glass-bord or Health Department-approved finish, from floor to a height of 8'-0" as indicated on Lessee's plans.

5 FLOOR CONSTRUCTION

5 1 Design

5 1 1 The main and basement floors shall be 3000# poured concrete, at least four inches (4) thick, and adequately reinforced with 6x6-10/10 reinforcing mesh. All floor surfaces shall properly align with no variation in height unless approved. Concrete shall contain a hydrocide waterproofing additive as a vapor barrier.

5 1 2 Floor for walk-in frozen food freezer(s) shall be insulated, formed and poured as required. See detail (S-EET J).

5 1 3 See SPEETS K L and M for typical underfloor work.

5 1 4 See S-EET N for floor finish.

5 2 Materials

5 2 1 The P O S room, employee lounge and all offices as indicated on the floor plan drawings shall be covered with 1/8" vinyl composition tile or as approved, in a pattern and colors to be selected by Lessee.

4 1 2 Control joints shall be spaced at critical points so as not to impede structural building movement See detail (SHEET E)

4 1 3 Common walls adjacent to buildings with subsequent openings and parapets shall be constructed following applicable fire code requirements

4 1 4 Where pilasters are used, they shall protrude on the exterior and not on the interior

4 1 5 Glazing and corresponding supports shall be sized following applicable safety and wind load requirements

4 1 6 The method of insulating the exterior walls must be approved in writing by the Lessee

4 2 Entrance Canopy

4 2 1 A canopy shall be constructed and located across the front and that portion of the entrance side wall of the building as shown on the drawings and reviewed by Lessee Properly anchor to building The canopy will be lighted to the sidewalk to a minimum of 60 foot candle at eye level See detail (SHEET G)

4 2 2 The front wall in the canopy area, above the glass must be closed If this area is not structural, it shall be closed by a 2'x4" insulated metal stud sheetrock wall to the roof deck See typical detail (SHEET H)

4 2 3 The structure of the canopy will provide for the attachment of an illuminated sign Sign to be provided by Lessee

4 3 Interior Partitions

4 3 1 Interior partitions shall be as indicated on the plans, but primarily shall be metal and/or wood studs with gypsum board wall covering Partitions separating back room from sales area shall extend to roof deck Minimum construction shall be 2' x 4" or 2' x 6" blocking on 16" centers Wood studs used in non-sprinklered areas (above finished ceiling) are not permissible unless concealed area is sprinklered

5 2 2 Meap preparation room and bakery preparation room as indicated on the floor plan shall be covered with STONHARD Meat prep use STONSHIELD H R I , bakery use STONCLAD GS

5 2 3 Toilet rooms shall be covered with sheet vinyl or 1/8' vinyl composition tile

5 2 4 Other floors not covered in paragraphs above shall be concrete, smooth troweled, vacuumed, and seal-coated with a methyl acrylate sealer called 'Clear Crete,' applied with an airless spray apparatus 'Clear Crete' is manufactured by Pioneer Eclipse An approved equal may be used

6 CEILING CONSTRUCTION

6.1 Interior Ceilings

6 1 1 The bakery prep room and other areas requiring finished interior ceilings shall be 2' x 4' lay-in panels, supported with galvanized wire ties to the structure above. Panels shall have washable factory-white face, along with factory-white T-bars

6 1 2 The distance between the finished floor and the finished ceiling shall be as indicated on the Lessee's criteria drawings

6 1 3 The sales area will have no lay-in ceiling The roof structure shall be exposed and painted

7 ROOF CONSTRUCTION

7 1 Design

7 1 1 Roof shall be sloped in some manner to provide positive drainage Dead level roofs are not acceptable Roof slope shall be min 1/10 inch per foot or as approved

7 1 2 Use only one manufacturer's roofing and flashing materials

7 1 3 Roof drains or gutters and downspouts shall be as required. Perform roofing and insulation work compatible with roof drain and gutter installation. Downspouts are not to terminate in truckwells, receiving areas, customer ingress or egress, or other sensitive areas.

7 1 4 Completed roof shall be left free of low spots that will accumulate water.

7 1 5 Any openings larger than 8' x 8' shall have security bars at 6' on center both ways.

7 1 6 Roof design and installation should have a U L flame spread of 25 or less. Roof should have a U L Class "A" roof covering. Roof design and installation should meet a U L Class '90' for wind uplift.

7 2 Materials

7 2 1 Roofing Subcontractor shall install equivalent 20 yr bondable roof and be responsible for proper attachment of specified work to any roofing metal, or related work that is embedded in or in contact with, and becomes an integral part of, specified roofing or flashing system even when such roofing metal or related work is provided under other sections of specifications.

7 2 2 Lessor and Roofing Subcontractor shall jointly agree to maintain built-up roofing system and related roof metal work in a weathertight and watertight condition for a period of two (2) years starting from date of Lessee's acceptance, damage caused by hail, lightning, hurricane or abuse excepted.

7 2 3 Insulation over metal roof deck shall have max "U" factor of 0.12.

8 DOORS, WINDOWS AND HARDWARE

8 1 Customer Doors

8 1 1 Automatic entrance and exit doors shall be of the size and type as shown on the Lessee's fixture layout and door schedules. Specifications for automatic doors and operators are to be approved by the Lessee prior to the beginning of construction. (SHEET P)

8 1 2 Service doors are to be steel doors and jambs with burglar-proof lock bars, equipped with Russell Irwin, Yale, Schlage or equal heavy-duty beveled dead locks. All openings shall be properly caulked and weatherstripped. No handles, locks or keyways to outside will be permitted for service doors.

8 1 3 Install all glass with butyl or neoprene glazing material

8 1 4 See door schedule (SHEET P)

8 2 Windows

8 2 1 Windows shall be standard 1 3/4" x 4" aluminum tube store front material or as approved

8 3 Hardware

8 3 1 Emergency exit doors shall be installed, complete with hardware and alarms to comply with local codes

8 3 2 Cylinder locks shall be changed and keys furnished just prior to the time of building acceptance

9 INTERIOR AND EXTERIOR FINISHES (See Room Finish Schedule SHEET O)

9 1 Paint - Interior

9 1 1 All wall surfaces requiring paint shall be primed one (1) coat and painted two (2) coats of latex flat-finish paint applied in accordance with the manufacturer's specifications. Paint colors will be selected by the Lessee using the Benjamin-Moore "Moor-o-Matic" color system or equal

9 1 2 In the sales area, the walls are to be finished down to a minimum of three (3) inches below the top of Lessee's shelving or refrigerated cases at the wall immediately behind that equipment. Color selections for paint will be provided by the Lessee

9 1 3 All metal or wood surfaces to be painted shall be properly prepared, primed and finished with two (2) coats of enamel or acrylic paint in a satin to semi-gloss finish. The paint shall be applied in accordance with the manufacturer's specifications and in the colors selected by the Lessee

9 1 4 The backroom storage and produce preparation area walls are to receive one (1) coat of white paint, compatible with the surface to which it is being applied. Spray-painting is permissible, at the contractor's option

9 1 5 The exposed roof structure, beams, bar joists, roof joists, roof decking and/or other roof supports, shall be properly prepared, primed and finished with two (2) coats of enamel or acrylic paint in a satin to semi-gloss finish. The paint shall be applied in accordance with the manufacturer's specifications and in a color selected by the Lessee

9 2 Paint - Exterior

9 2 1 Same as in 9 1 1, except that the paint materials used shall be specifically for exterior applications

9 2 2 All exposed concrete block surfaces shall receive a minimum of one (1) coat of block filler and two (2) finish coats of masonry paint applied in accordance with manufacturer's specifications. Colors to be selected and approved by Lessee

10 EQUIPMENT

10 1 Baler and/or Compactor will be provided by Lessee

10 1 1 Lessor shall furnish electrical disconnect switches and final hook-up for the baler and trash compactor

10 1 2 Lessor shall provide all necessary curbing around compactor as required by the Health Department to satisfy wash-down area

10 1 3 Lessor shall provide hot and cold water and adequate drain at compactor site as required by code

10 1 4 Compactor opening to be furnished by Lessor and fitted with lockable bottom hinge, metal door per plans (Lessee will furnish and install the door)

10 1 5 Natural gas emergency generator will be provided by Lessee. Lessor shall furnish gas and electrical hook-up and ventilation for generator

11 AUTOMATIC SPRINKLER SYSTEM

11 1 Description of Work

11 1 1 The entire building, including all exterior canopies, mezzanines, basements, corridors, storage areas, and inside or outside refrigerated coolers, are to be fully sprinklered with a wet-type system concealed above the ceiling in all finished areas

11 2 Design Criteria

11 2 1 The sprinkler contractor shall conform to the National Fire Protection Association's Fire Code #13, latest edition. Special attention shall be given to Article 1-9, "Working Plans". It shall be the sprinkler company's responsibility to determine if any deficiency or deviations, such as inadequate water supply, area to be sprinklered considered other than a fire division, or any other item which would materially affect the acceptability of the system does exist. It shall be his responsibility to coordinate the sprinkler system with other mechanical work

11 2 2 The sprinkler system shall be an independent system. All piping, valves, etc. for the Lessee's system shall be located in the Lessee's premises.

11 2 3 It is to be noted that the working plans shall be submitted for approval to the authority having jurisdiction, this authority shall include the Fire Insurance Rating Organization (Insurance Services Organization in all states except Texas, in Texas, use the State Board of Insurance). Any recommendations made by this Organization will be forwarded to the Lessee, prior to acceptance.

11 2 4 Final acceptance will be determined not only as outlined in Article 1-10 of NFPA #13, but also shall require the sprinkler contractor to forward a copy of recommendations made by this authority (and the Fire Insurance Rating Bureau) to the Lessee.

11 2 5 All deficiencies shall be the responsibility of the sprinkler contractor and Lessor, and any deviations from the requirements of NFPA #13 and/or the approved plans shall require special permission from the Lessee.

11 3 Sprinkler Heads

11 3 1 All sprinkler heads shall be standard approved type.

11 3 2 Ordinary rated heads shall be 135°-170°.

11 3 3 Sprinkler heads may be bronze.

11 3 4 Maximum coverage for each sprinkler head shall not exceed 120 feet except in corridors and storage area where sprinkler head coverage shall not exceed 100 feet.

11 3 5 A uniform rectangular pattern of sprinkler heads shall be maintained in the sales area and shall be coordinated with the light fixtures so that the requirements of NFPA #13 will be met.

11 3 6 Install a sprinkler alarm system if required by code.

12 PLUMBING

12 1 Codes

12 1 1 All plumbing work shall be in compliance with state and local plumbing codes.

12 1 2 Lessor to furnish and install a complete plumbing and draining system as specified by the Lessee criteria layout, the outline specifications and good engineering practices.

12 1 3 All plumbing plans shall be submitted to Health Department or with regulating authority with proper jurisdiction prior to construction for approval of hand sinks, grease trap locations, drain locations, clean-outs and hot water locations for cleaning purposes

12 2 Pipe Material

12 2 1 Hot and cold water pipe shall be copper tube with no soldered joints under slab. No pipe shall trap water which cannot be drained. Piping above grade shall be type L and below grade type K.

12 2 2 Soil and waste pipe above grade shall be cast iron soil pipe, galvanized steel pipe with drainage type fittings or plastic pipe approved for the service by the applicable codes.

12 2 3 Soil and waste pipe below grade shall be cast iron soil pipe. Schedule 40 PVC may be used if codes permit.

12 3 Cleanouts

12 3 1 Cleanouts shall be located as required by applicable codes. Each cleanout shall be readily accessible and shall be installed with adequate clearance for effective use, and will not be placed in high-traffic or work station areas.

12 3 2 Lessor to provide grease trap(s) as required by code. Traps must be installed below floor and the locations are to be approved by Lessee.

12 4 Plumbing Fixtures

12 4 1 Fixtures shall be provided as shown on plans. Fixtures shall be American-Standard as listed or equivalent fixtures by Eljer, Kohler or Crane.

12 4 1 1 Water Closet American Standard 2109 056 vitreous china, siphon jet, floor mounted Church 5334 056 solid plastic seat, open front with cover, white

12 4 1 2 Urinal "Allbrook 6540 017 vitreous china, siphon jet, 1-1/4' top spud, Sloan Royal 180 FV flush valve with vacuum breaker, Wade chair carrier.

12 4 1 3 Wall hung Lavatory "Lucerne" 0351 023
vitreous china, integral backsplash, 2121 267 4-inch centerset
with pop-up drain

12 4 1 4 Counter Top Lavatory "Aqualyn"
0476 028 vitreous china, self-rimming, 2121 267 4-inch centerset
with pop-up drain

12 4 1 5 Janitor Sink "Lakewell" 7692 031 acid
resisting cast iron, 22' x 18', 3-inch trap standard, 8340 242
rough chrome plated mixing faucet with hose end spout and vacuum
breaker

12 4 1 6 Water Fountain Wall mount -- electrically
operated

12 5 Stainless Steel Sinks (See Floor Plan)

12 5 1 Hand Sinks - Amtekco Model Dh-18 with foot
operated mixing valve and faucet or approved equal

12 5 2 Meat Sink provided by Lessee, installed by
Lessor If required bakery and/or deli sinks will be provided by
Lessee, installed by Lessor

12 5 3 Use sink and drainboard size shown on Flaming
criteria drawings

12 5 4 All sinks shall bear NSF seal of approval

12 6 Hot Water Heater

12 6 1 If Lessee uses a heat reclaim water heater
Lessor to furnish piping from reclaim heater to 12 6 2 auxiliary
heater

12 6 2 Provide hot water heater(s) for meat and bakery
departments using Rudd GL67-120, 67 gallon storage, 120,000 btuh
input rate, glass lined tank, magnesium anode, fiberglass
insulation, steel jacket, thermostat, high-limit gas shut-off,
temperature and pressure relief valve, AGA certified Provide
Type B gas vent through roof with vent cap and with flashing and
counter-flashing at roof NSF seal of approval Provide equal,
if electric.

12 6 3 Provide hot and cold water connection at water
heaters for heat exchange unit Lessee to provide and install
heat exchanger

12 7 Drainage and Vent Piping

12 7 1 Provide building sewer connected to public sewer, building drain, waste and vent piping connected to all fixtures and drains vent pipes through roof and clearouts If no public sewer is available, drainage plan shall be approved by Lessee

12 7 2 The Lessor shall furnish and install floor sinks, floor drains and trench drains as indicated on plans

12 8 Lessee Equipment

12 8 1 All plumbing, drains and connection stubs for Lessee's fixtures shall be located, installed and made as indicated on the Lessee's criteria drawing Trenches, pits and conduits shall be of size and material indicated and located as required by plan

12 9 Hose Bibbs

12 9 1 Install two (2) hose bibbs on the front exterior walls where indicated on the drawings Install one (1) hose bibb in rear of store for compactor washdown Hose bibbs shall be Woodford Mfg Co Model 14 series, or equal, frost-proof, stainless steel seat, 3/4 inch hose thread, loose key handle

12 9 2 Lessor to provide hose bibbs at all multi-ten sinks Bibbs to be located under sinks

12 10 Disposal Unit

12 10 1 A separate 4' drain line direct to the main sewer needs to be provided for Lessee's produce disposal unit

12 11 Gas Service

12 11 1 Furnish and install gas service, including metering and piping, to all gas appliances, including unit heaters, gas burners, hot water heaters, emergency generator, and deli cooking equipment, bakery ranges, ovens and equipment as required to insure complete installation

12 12 Pits and Trenches

12 12 1 See details of pits, trenches and floor drains on SHEETS L, M, and S

13 HEATING AND AIR CONDITIONING

13 1 General

13 1 1 Lessor shall furnish and install a complete summer and winter air conditioning system for the entire building. The system is to be designed for both heating and cooling from the same duct system, using a central system. All equipment is to be supported from the roof structure in locations approved by Lessee. System shall provide for reclaim of heat rejected by refrigeration compressors and for recovery of cold air from open display cases.

13 2 Design Requirements

13 2 1 System capacity shall be adequate to maintain design conditions when outdoor conditions are as listed in Chapter 33, Table 1 of the ASHRAE Handbook of Fundamentals, 1972 edition. Winter design shall be for median of annual extremes and summer design shall be for 2 1/2% design dry bulb and wet bulb. If store is not in a location listed in the above table, use nearest listed location or locations to determine design values. System shall maintain seventy-five (75) degrees F and 50% or lower relative humidity for cooling and seventy (70) degrees F for heating. Indoor temperature shall have a tolerance of plus or minus two (2) degrees F throughout the building at 42 inches above floor. Cooling load shall be adjusted to allow for open refrigerated display cases. Provide for one person for each 100 sq. ft. of sales area.

13 3 Plan Approval

13 3 1 Plans and specifications for the air conditioning system must be submitted to the Lessee for review before installation.

13 4 Air Handling Unit

13 4 1 Air handling unit shall be a central draw-through unit with direct expansion cooling coil, outside air return air mixing damper, throw-away filters and belt-driven centrifugal fans with adjustable fan speed. Unit shall be suspended from structure with vibration isolators in supports. Unit shall include space for a heat reclaim coil which will be provided under refrigeration equipment contract. See detail (Sheet U).

13 5 Condensing Unit

13 5 1 Condensing units shall be suitably designed for roof mounting, vertical air discharge copper condensing coils with aluminum fans for operation down to 35 degrees Fahrenheit. Units with 10-ton or greater capacity shall have multiple compressors with independent circuits.

13 5 2 No cooling towers or evaporative condensers will be accepted

13 6 Duct Furnace

13 6 1 Duct furnace shall be Reznor Series X with AGA approval for installation downstream from cooling coils. Unit shall include pressure regulator, automatic electric gas valve, limit control, control transformer, 100% shut-off and manual main and pilot gas valves, stainless steel heat exchangers

13 7 Unit Heater

13 7 1 Unit heaters shall be Reznor Series XA propeller type with automatic electric gas valve, fan control, limit control, safety pilot, gas pressure regulator, control transformer, 100% shut-off, and manual main and pilot gas valves, stainless steel heat exchanger

13 7 2 At Lessee's option, provide space heaters using heat rejected from refrigeration compressors. Lessor to provide, hang, and wire space heater. Lessee to install hot discharge gas lines

13 8 Fuel

13 8 1 System shall be designed for natural gas when available

13 8 2 If natural gas is not available, an economic analysis shall be made to determine fuel to be used. Fuel selection must be submitted to Lessee for approval before system design

13 9 Exhaust

13 9 1 Lessor shall provide an exhaust fan in each toilet room to meet local codes and/or provide one (1) complete air change every 15 minutes - Wire fan to light switch

13 10 Duct System

13 10 1 Duct system shall be designed in compliance with "Duct Manual and Sheet Metal Construction for Ventilating and Air Conditioning Systems - Low Velocity Systems" of the Sheet Metal and Air Conditioning Contractors National Association, Inc

13 10 2 Insulation shall not be less than 1" thick glass fiber with factory-applied vapor barrier jacket. Duct lining may be used with duct size adjusted

13 10 3 Room air distribution shall be designed to avoid disturbing air in open refrigerated display cases

13 10 4 Return air ducts must be provided in the sales area with ducts to the air handling unit See detail (Sheet V)

13 10 5 Install a duct exhaust fan and fresh air intake fan and fire extinguishing system for the cooking grill where shown Hoods to be provided by Lessee

13 11 Control - Thermostat Wiring

13 11 1 Lessor shall provide and install (including electrical wiring and all low-voltage thermostat and central wiring) a Hussman HCD Environmental Control Panel Model # to be determined by the refrigeration engineer An approved equal may be used

13 11 2 All low-voltage thermostat and control wiring to be furnished by Lessor

13 12 Guarantee

13 12 1 All air conditioning equipment is to be guaranteed for a period of one (1) year by the installing contractor Compressor section of the air conditioning equipment is to be guaranteed by factory for an additional four (4) years

13 12 2 Warranty certificates are to be furnished to Lessee when job is completed and before acceptance by Lessee

13 12 3 Upon completion of installation, mechanical contractor and manufacturer's district engineer will complete a thorough test procedure of equipment and certify that these tests are correct and that system is capable of performance specified

13 13 Equipment Room

13 13 1 See typical equipment room layout (Sheet U)

13 13 2 Lessor shall provide exhaust fans and air intake louvers for equipment room as noted on plans See Sheet U

13 13 3 Consult with Lessee if plan requires a self-contained motor room unit

14 ELECTRICAL AND LIGHTING

14 1 Service

14 1 1 Lessor shall provide electric service of adequate capacity to service building with all electric loads furnished by Lessee as indicated on Lessee's floor plan. Service shall provide 120 volt, 1-phase for lighting and 208 volt, 3-phase for power. Lessor shall advise Lessee of voltage to be furnished. Provide 25% extra capacity for future expansion. Other voltages may be used with written consent of the Lessee.

14 2 Code

14 2 1 All work shall be in compliance with local, state and NFPA #70, National Electrical Code.

14 2 2 All fixtures and devices shall bear the Underwriter's Label.

14 3 Panels and Switches

14 3 1 Main distribution panel shall be of the breaker type, General Electric Type CCB, Square D Type 1 Line, or equal. Bus structure shall accommodate bolted branch switches, and short circuit bracing shall be 50,000 amps RMS symmetrical. Provide circuits for all connected loads plus a minimum of 20 percent spare circuits for future loads.

14 3 2 Other power panels and lighting panels shall be circuit breaker-type, General Electric Type NLTZ, Square D Type NQO, or equal. Load center-type panels will not be accepted. Provide branch circuit breakers for all connected loads, plus a minimum of 30 percent spare for future loads. A clean power panel will be provided for front end computer operation as shown on plans.

14 3 3 Safety switches shall be heavy-duty and the same brand as that of the electrical panels. General-duty disconnect switches will not be accepted.

14 3 4 Fuse breaker for main service shall be High Peak-type as manufactured by Bussman, or equal, with interruption capacity of 200,000 amperes RMS asymmetrical. Fuses for motor loads shall be dual-element type.

14 3 5 Provide curb or steel poles for protection of electrical panels.

14 3 6 Electrical panels should be located on outside walls where possible

14 3 7 Lighting switches and receptacles shall be specification grade

14 3 8 Dedicated circuit to be provided to emergency panel, in P O S office, all upstairs offices, all checkstand locations, by grocery receiving door, and in meat department as located on plans

14 4 Lighting Fixtures

14 4 1 Lessor shall furnish and install complete lighting system, including fixtures, lamps and all required wiring and switches. Fixtures shall be of the type indicated on drawing furnished by Lessee. Lighting fixture installation shall be coordinated with sprinkler system to permit sprinkler system to be installed in compliance with NFPA #13. Provide tube guards as required by Health Department.

14 4 2 Fluorescent fixture ballasts shall be CB1 certified, ETL rated, Class P, high power factor. Sound level shall be not greater than General Electric sound rating "A".

14 4 3 The fluorescent fixtures in the general sales area shall be as indicated on the Lessee's reflected ceiling layout.

14 4 4 All fixtures lenses shall be glass or acrylic.

14 5 Telephone

14 5 1 Provide telephone outlets where indicated on Lessee's drawings. Wall telephone outlet shall be standard switch box with one-hole bushed plate, with conduit and pull wire to ceiling.

14 6 Installation

14 6 1 All equipment shall be so installed as to provide proper clearance for service or removal of parts. Panels, disconnect switches, starters, push-button stations and control devices shall be accessible for operation, adjustment or repair.

14 6 2 Each panel shall have a circuit direction with typewritten identification of loads on each circuit.

14 7 Lessee Equipment

14 7 1 Lessor shall provide circuits for all trade fixtures, equipment and motors to be furnished by Lessee as shown on store layout criteria plan. Connections to equipment in meat preparation area and produce preparation area must be water-tight.

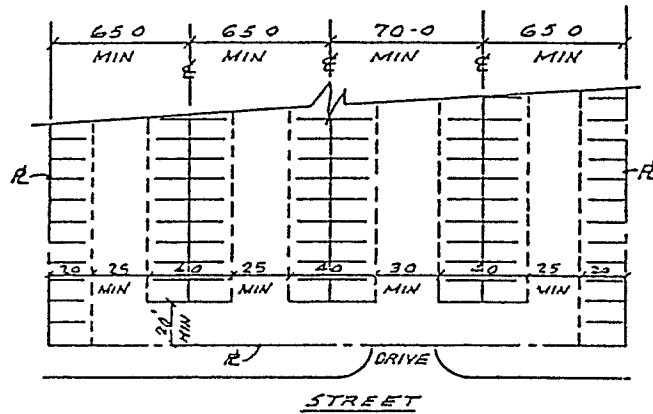
14 8 Duct and Conduit Layout

14 8 1 See details of ducts and conduits for front end scanning (SHEET K)

14 8 2 All wire will be copper

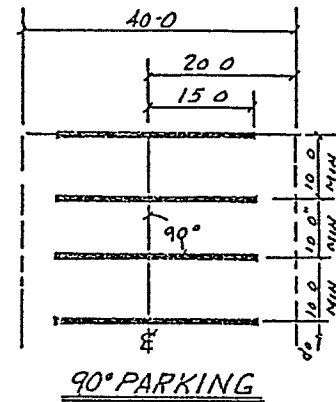
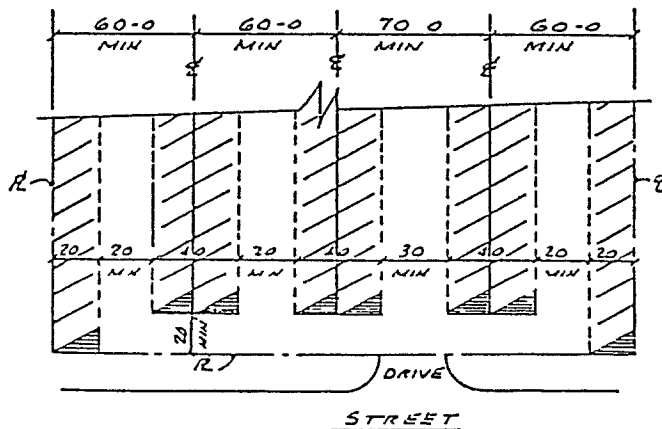
14 9 Emergency Lighting

Provide emergency lighting to meet all applicable codes

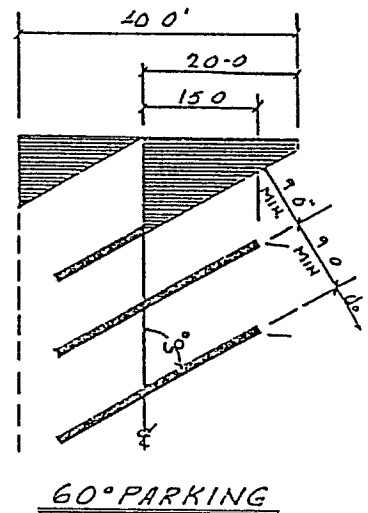


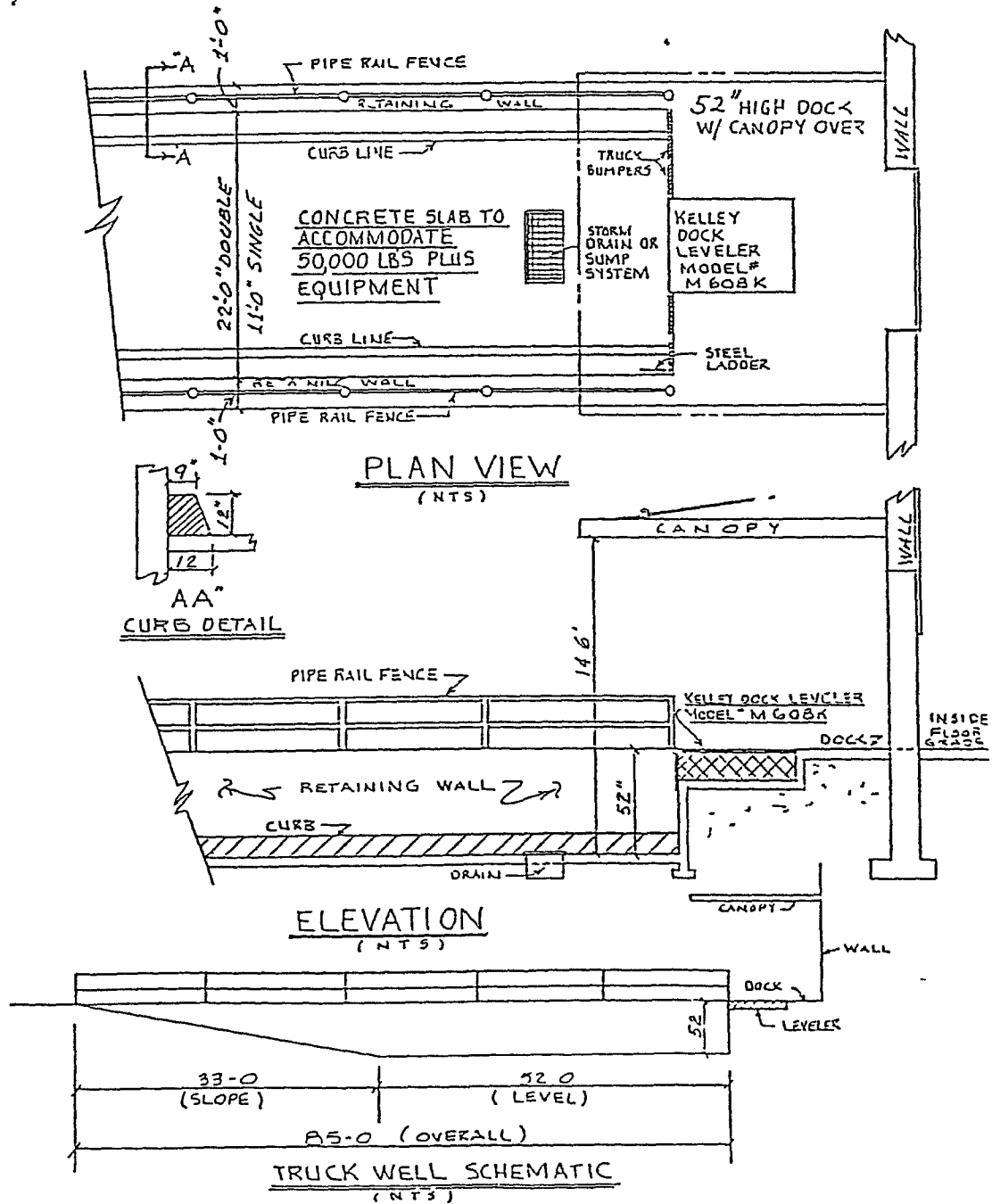
NOTE:

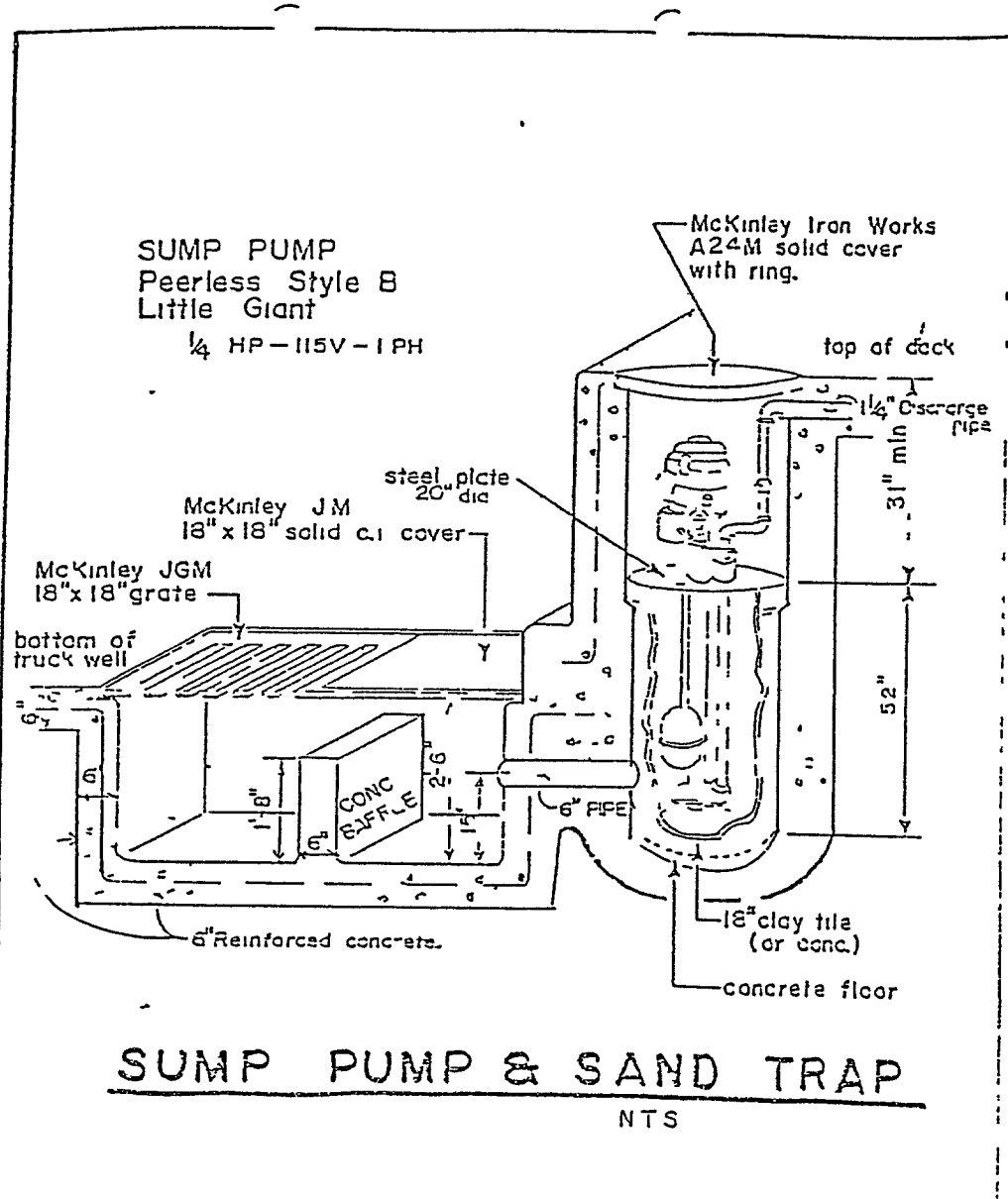
PROVIDE APPLICABLE NUMBER OF
HANDICAP STALLS 72.0 WIDE

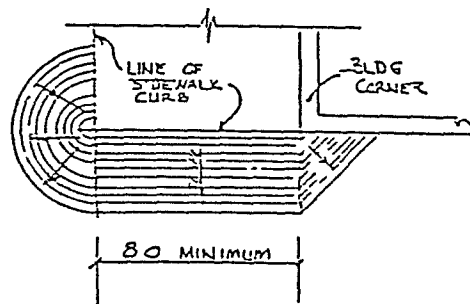
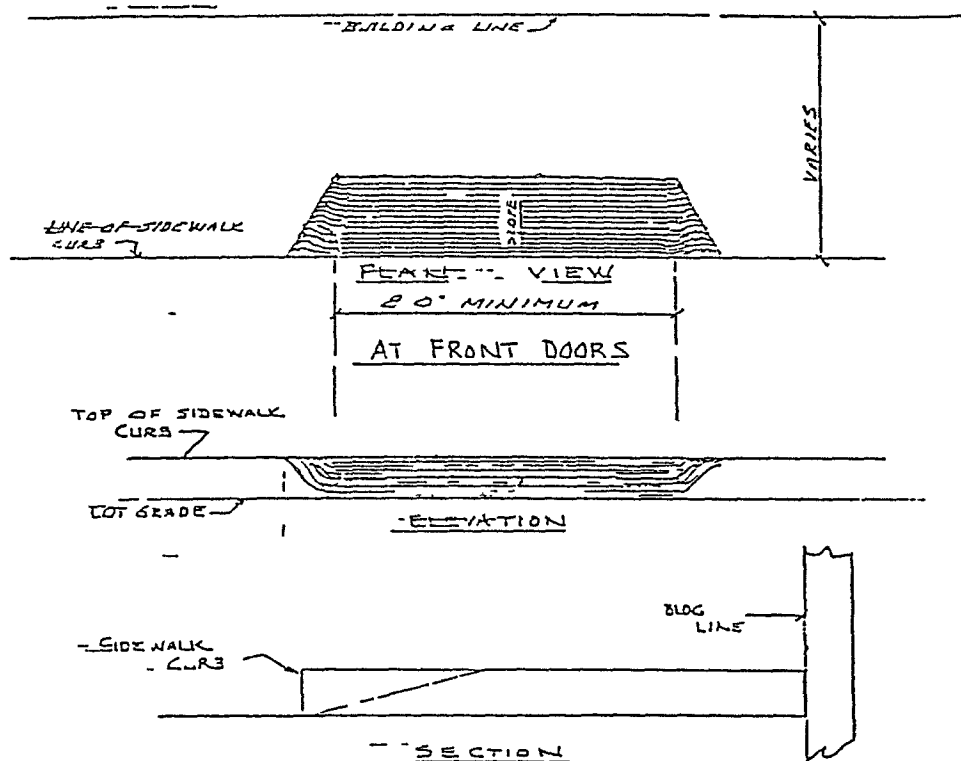


STRIPING TO CONSIST OF TWO
COATS TRAFFIC YELLOW PAINT
4' WIDE



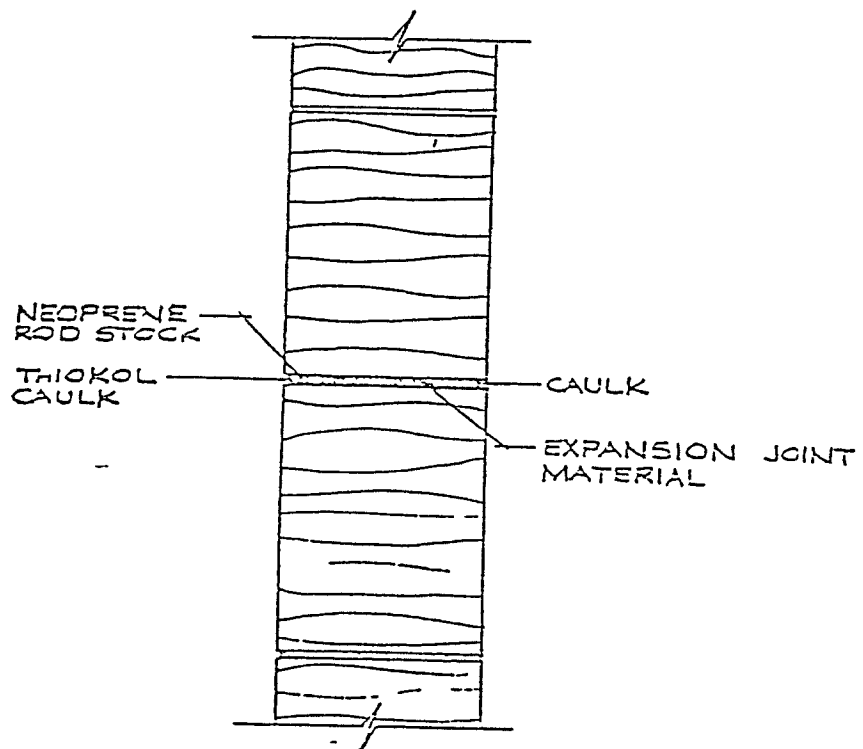




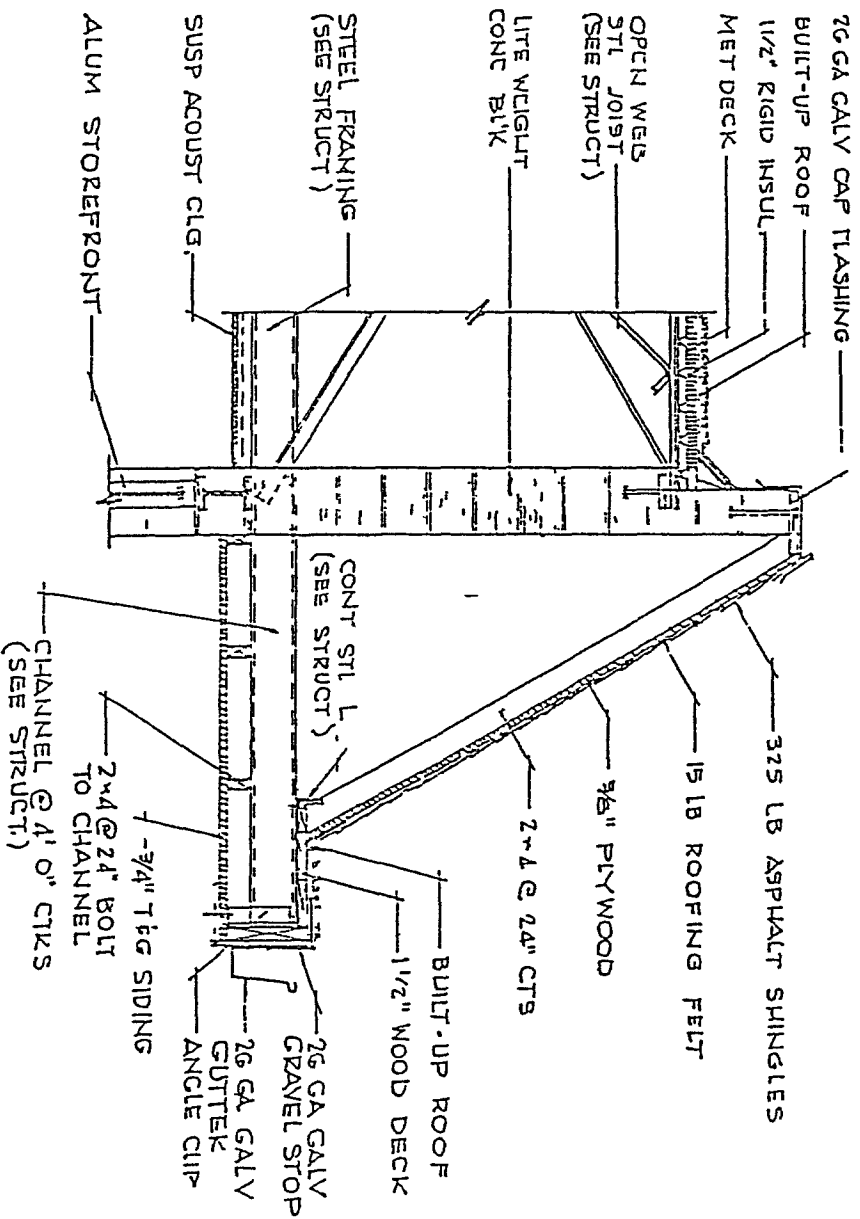


TYPICAL DETAILS OF
SIDEWALK RAMPS

REFER * FIXTURE LAYOUT PLAN FOR LOCATION & QUANTITY



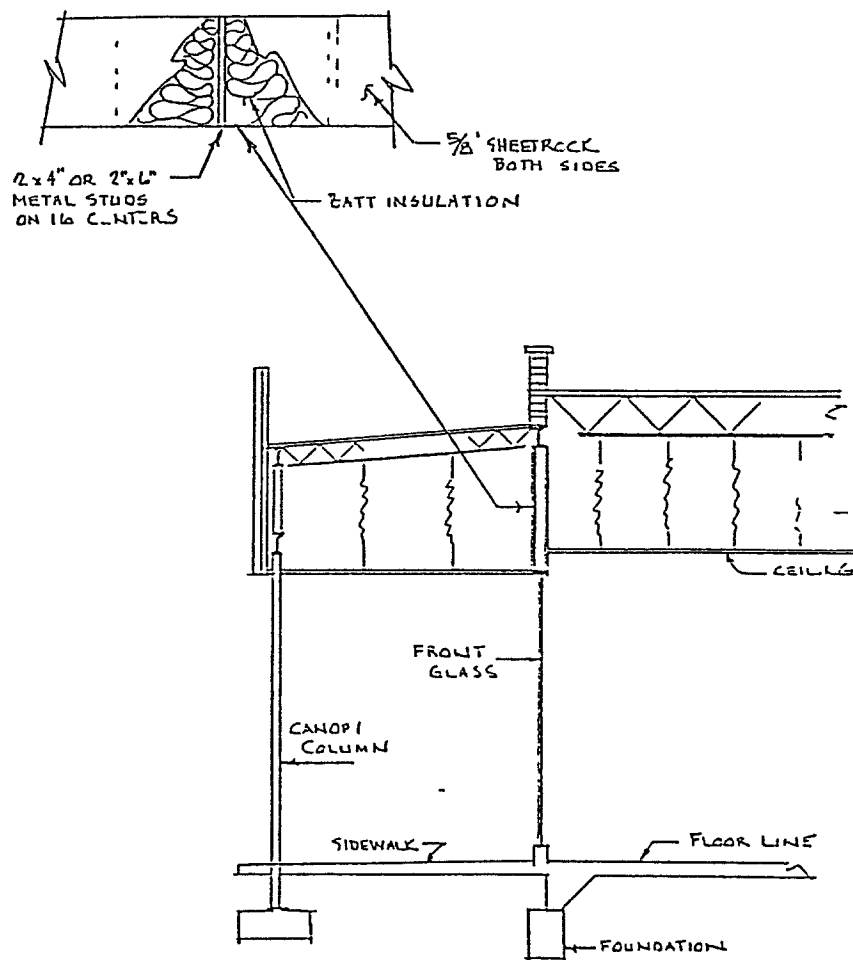
CONTROL JOINT DETAIL
SCALE 1 1/2" = 1'-0"



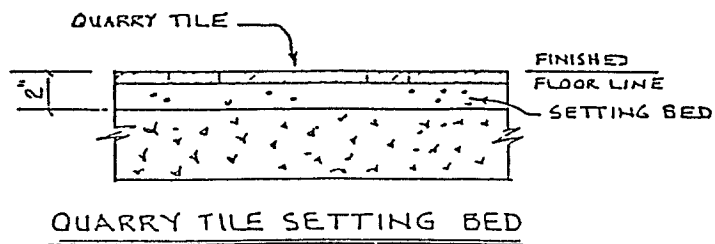
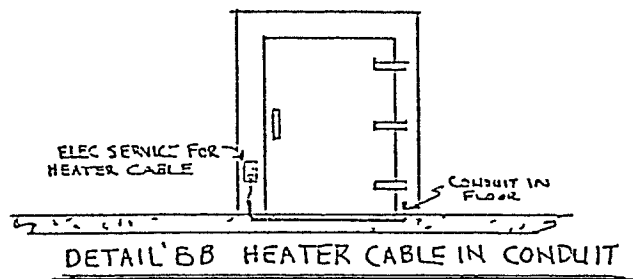
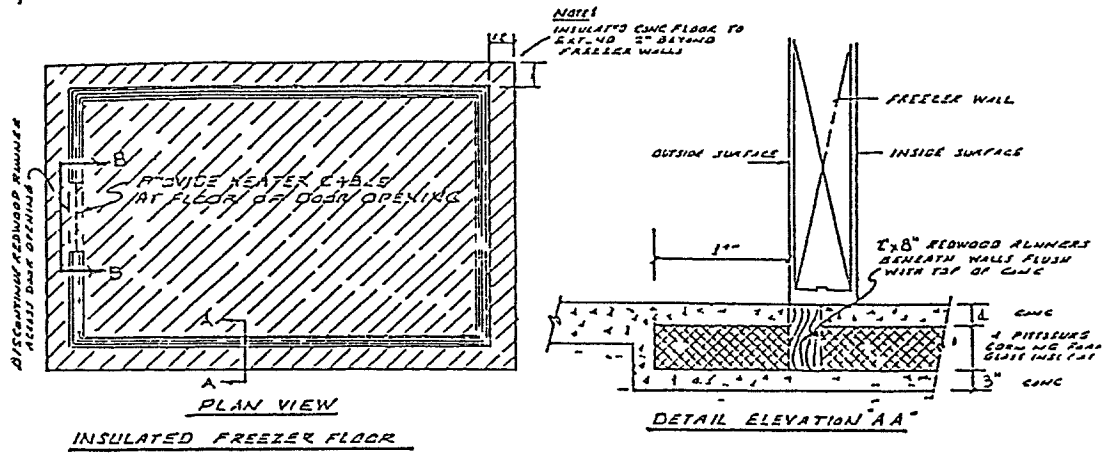
FRONT ENTRANCE CANOPY

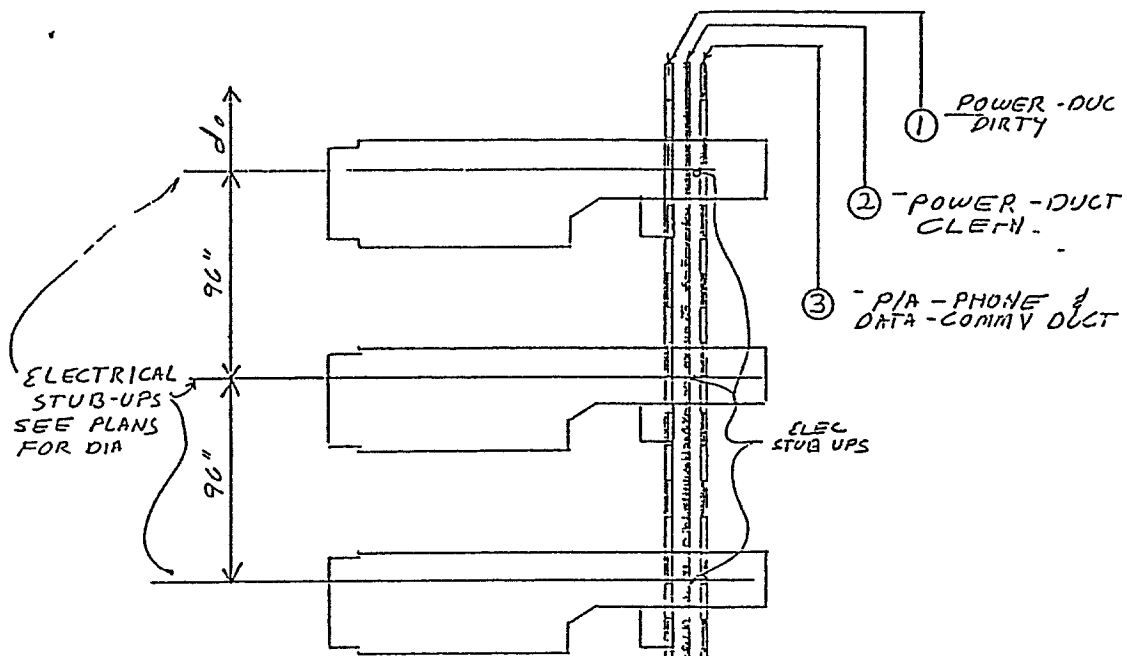
SCALE.

1/2" = 1' 0"



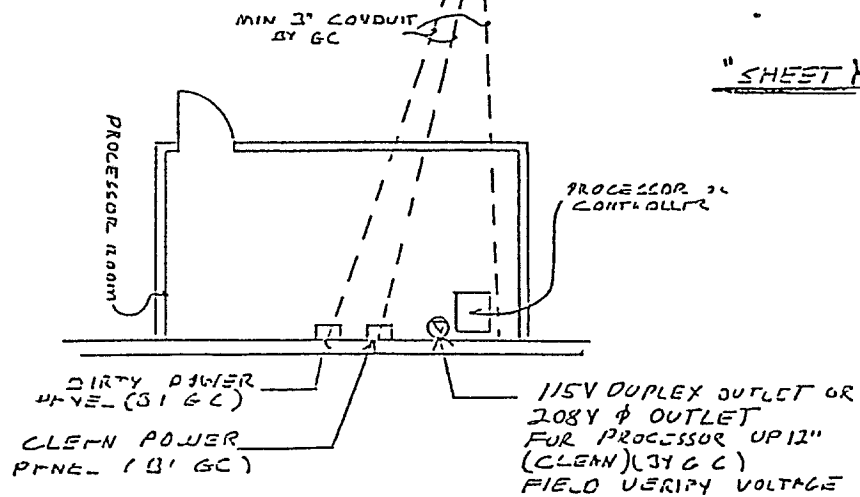
CANOPY TO ATTIC CLOSE-UP





TYPICAL WAREHOUSE LAYOUT

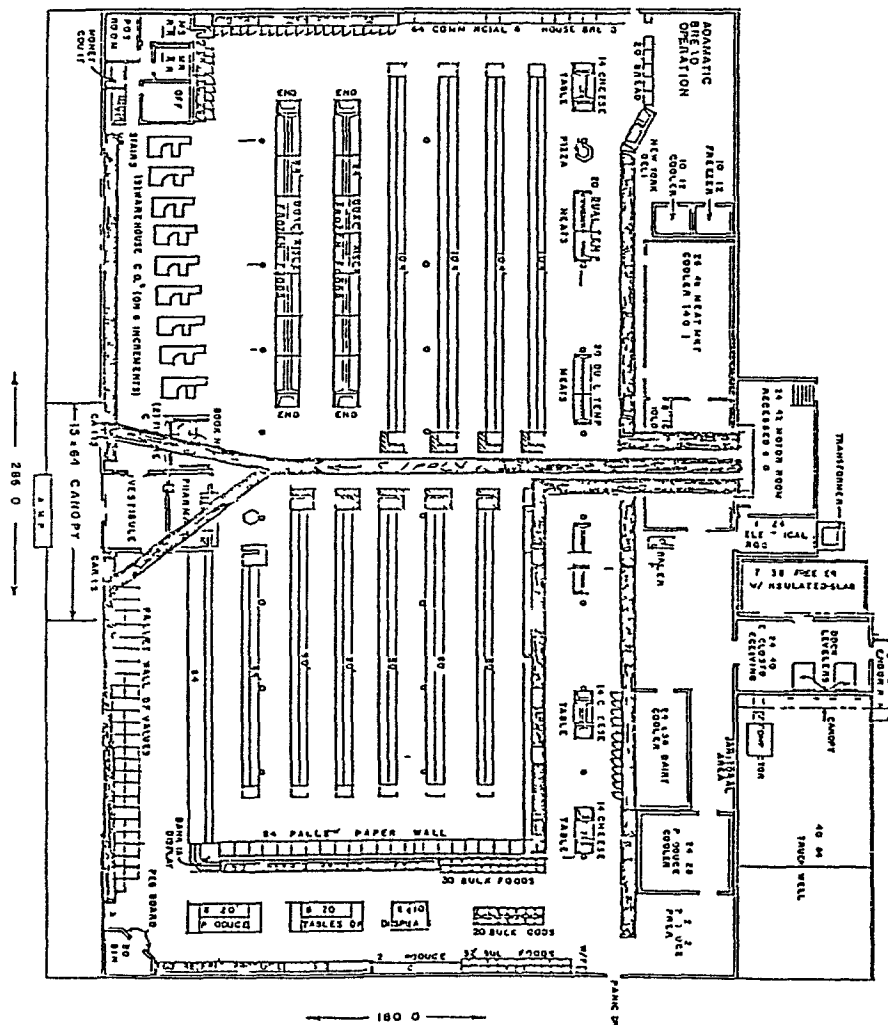
THREE #4 WALKER DUCTS
BY GCVL CONTR



"SHEET X"

TYPICAL UNDERFLOOR

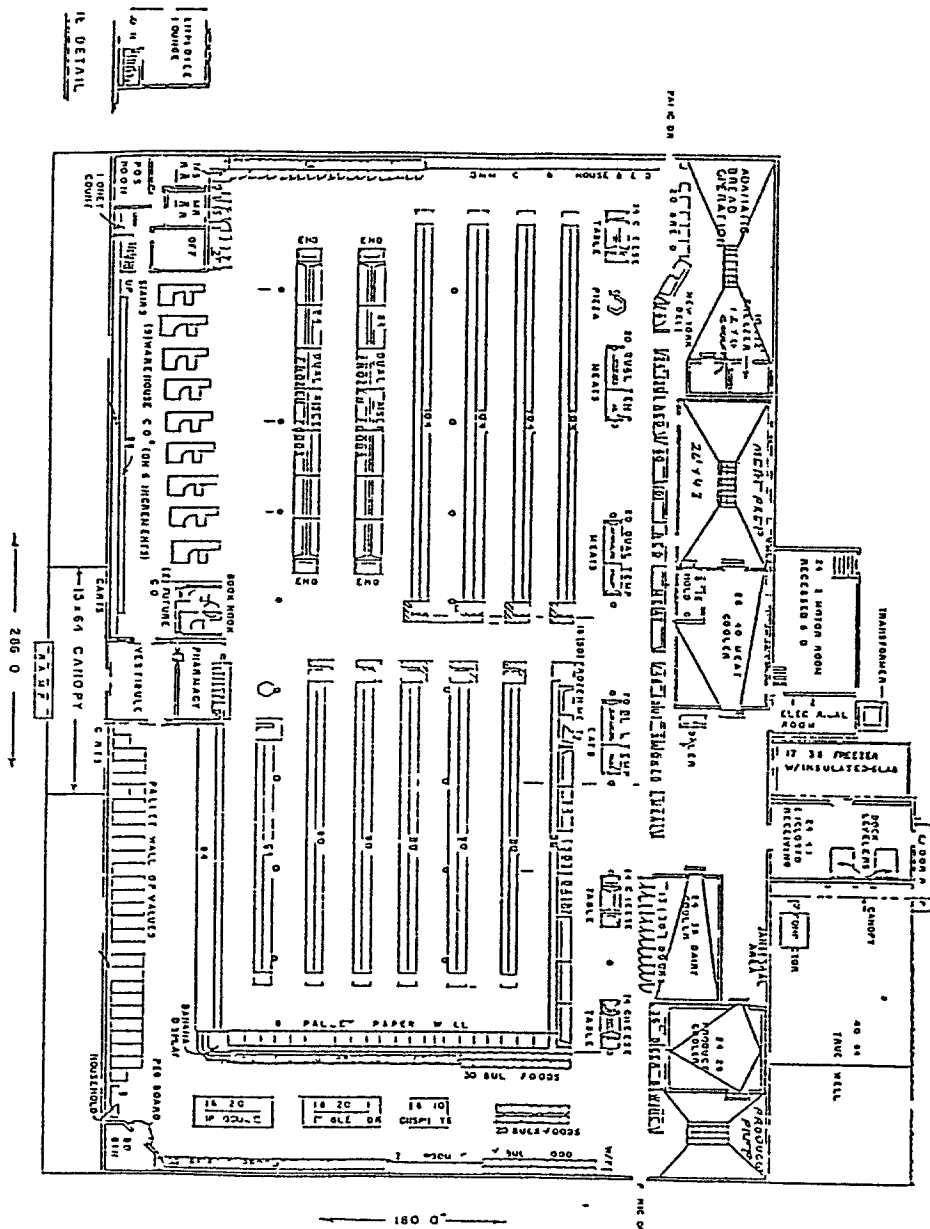
AIR RETURN
AIR SUPPLY



- NOTE: 1. VERIFY LOCATIONS ON PLANS
2. HVAC CONTRACTOR TO VERIFY DUCT SIZE.

SHEET L

3/86
EW



SLOT DRAINS IN COOLERS & PREP AREAS

NOTE 1 SLOPE COOLER & PREP FLOORS TO DRAIN
MIN $\frac{1}{4}$ " SLOPE PER 1'-0"
MAX $\frac{1}{4}$ " SLOPE PER 1'-0"

2 DO NOT SLOPE CASE DRAINS IN SALE AREA

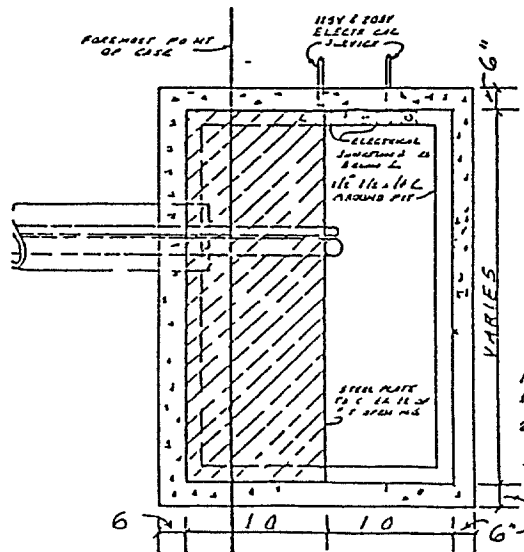
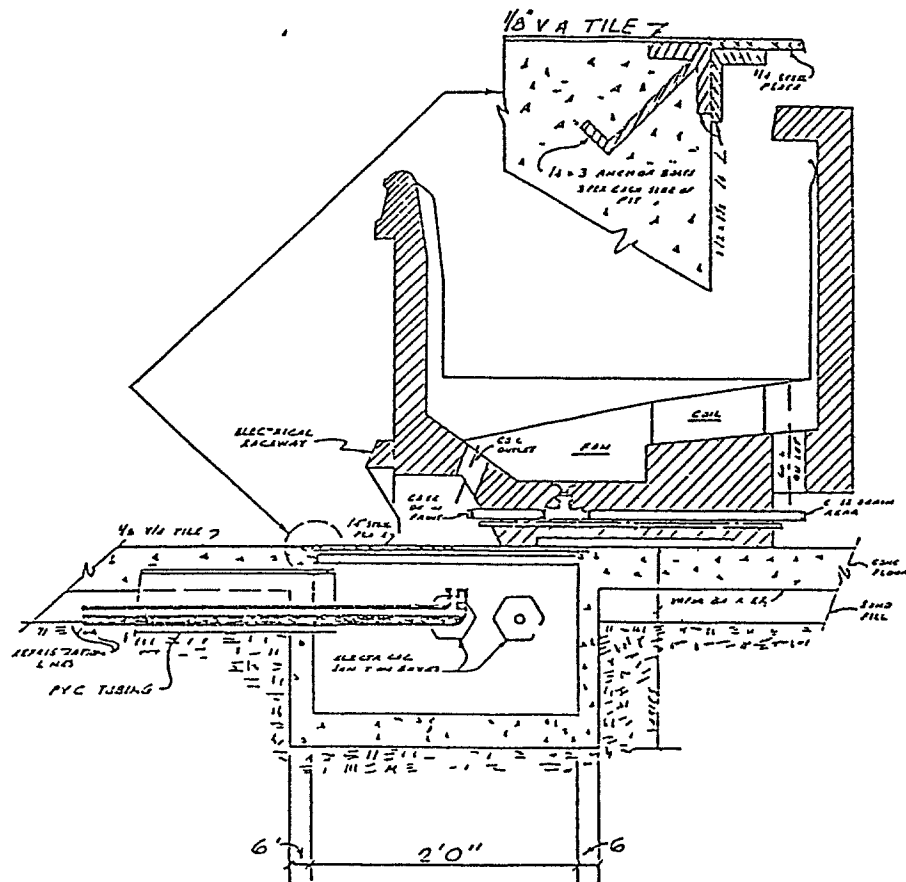
M

	ROOF FINISH SCHEDULE					
	AREA	FLOOR	INCE	WALL	Ceiling	Remarks
(1) CERAMIC TILE ALTERNATE SUBSTITUTE -- DEC 305 CLASSIFIED AS MANUFACTURED BY KELLITE CORPORATION, JOLIET, ILLINOIS, OR FIBERGLASS-REINFORCED POLYESTER PANELS AS MANUFACTURED BY INVULTE						
(2) QUARRY TILE ALTERNATE SUBSTITUTE -- STONICLAD AND/OR STONESHIELD AS MANUFACTURED BY STONHARD, MAPLE GROVE, NJ 08052						
(A) MAINT - USE STONSHIELD II R I						
(B) BAKERY - USE STONICLAD GS						

DOOR SCHEDULE

AUTOMATIC ENTRANCE DOORS ---	• Doors and operators manufactured by the following companies will be accepted 1 2 3
STORAGE -----	• Openings 5'0" or wider to be 2 double-acting alum doors with vision panels and jam guards • Openings 4'0" wide to be 2 double-acting alum doors with vision panels • Openings 3'0" and narrower to be single double-acting door with vision panel
TOILETS -----	• Hollow-core wood doors If restrooms are handicap restrooms, doors must meet code
OFFICES -----	• Solid-core wood doors
MEAT PROCESSING -----	• Insulated double-swing alum doors, with vision panels and rubber gaskets on edges of doors
EMPLOYEES' LOUNGE ----	• If door is indicated on plan, use double alum door with vision panels
SINGLE DOOR RECEIVING -----	• 1 3/4" thick 16 Ga steel door with lock bar.
INCIN FEED ROOM -----	• 1 3/4" thick 2 Hr rated steel fire door with fuse link
REAR RECEIVING -----	• 20 Ga roll-up slat door or 1 3/4" thick 16 Ga steel doors with lock bars
PREFAB FREEZER & COOLER OPENING -----	• 7'0" wide x 8'0 high masonry opening
BAKE-OFF -----	• 2 double-acting alum doors with vision panels
MECH ROOM -----	• 1 3/4 thick 16 Ga steel doors with lock bars

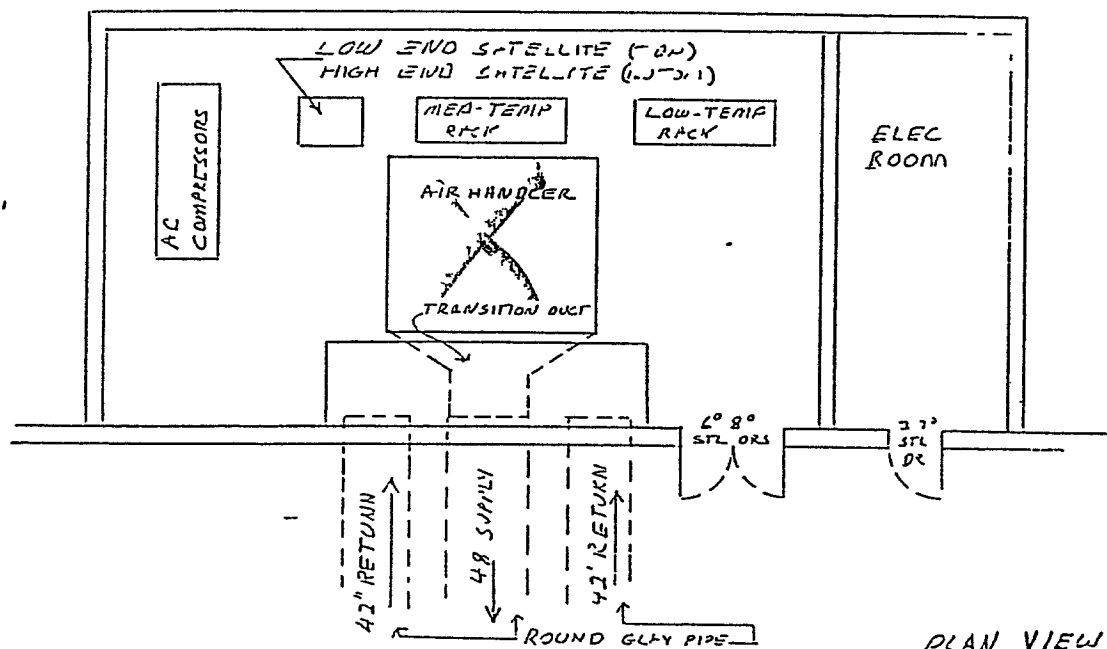
NOTE 1) Sizes of doors as indicated on Lessee's fixture layout
2) Receiving doors opening to the outside should be provided with adjustable sweeps No thresholds are to be installed on these doors



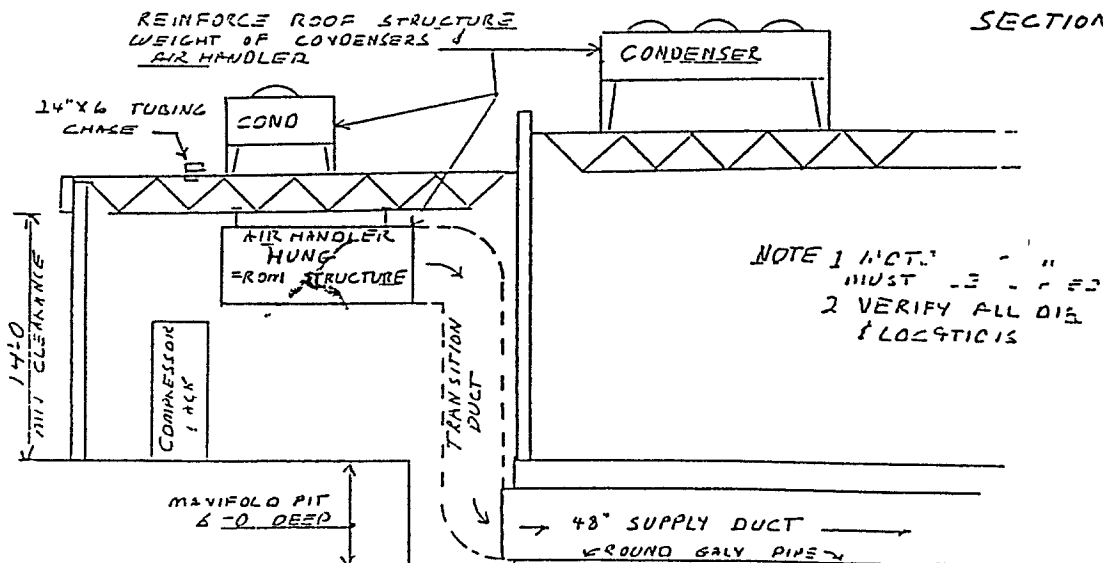
דודס 1 - 1111

AIR PLENUM MOTOR ROOM

UNDERGROUND RETURN & SUPPLY



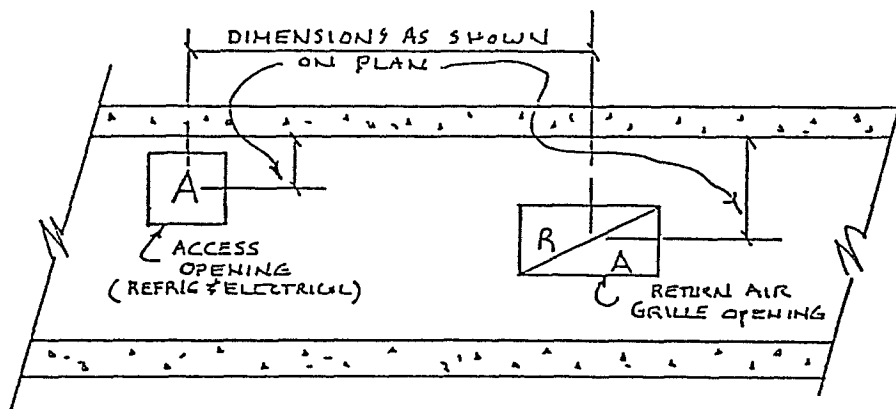
PLAN VIEW



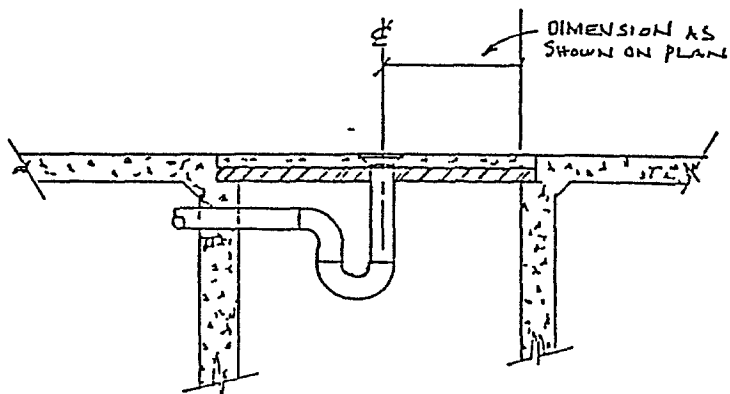
SECTION

3/86
EW

SHEET U



ACCESS AND RETURN AIR GRILLE OPENINGS
IN TRENCH DETAIL - (NTS)



FLOOR DRAIN IN TRENCH DETAIL
(NTS)

EXHIBIT C

RE TAX 2nd Half 2002 & 1st Half 2003
BELL TOWNE PLAZA

Food 4 Less

\$201 001 58 = Full Year \$100 500 79 = Half Year	2002	2003	Rent Tax	Total Due	Total Paid	Balance Due
	2nd Half	1st Half	2 40%			
55 98% Full Year	\$56 260 34	\$56 260 34	\$2 700 50	\$115 221 18	\$0 00	\$115 221 18
55 98%	\$56 260 34	\$56 260 34	\$2 700 50	\$115 221 18	\$0 00	\$115 221 18

NOTE

Parcel # 208 12 942B 4,	2nd Half 2002 was due on March 1, 2003 and paid by Landlord's Lender on 4/14/03 and 4/17/03
Parcel # 208-12 942B 4,	1st Half 2003 is due on October 1, 2003 and delinquent after November 30, 2003
Parcel # 208-12-942A 5,	2nd Half 2002 was due on March 1, 2003 and paid by Landlord on February 28 2003
Parcel # 208 12 942A 5,	1st Half 2003 is due on October 1, 2003 and delinquent after November 30, 2003

Law Offices
MARISCAL, WEEKS, McINTYRE & FRIEDLANDER, P.A.
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012-2705
Writer's Direct Line: (602) 285-5006
E-Mail: william.novotny@mwmf.com
Fax: (602) 285-5100

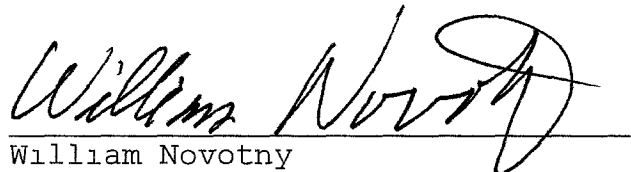
TO Bankruptcy Management Corporation **DATE** October 28, 2003
1330 East Franklin Avenue
El Segundo CA 90245

FROM William Novotny

SUBJECT Fleming Companies, Inc , Case No. 03-10945 (MFW) (Jointly Administered), in the United States Bankruptcy Court for the District of Delaware

ENCLOSED Original and 1 copy of Proof of Claim of Bell Towne Centre Associates, LLC, self-addressed and stamped return envelope

- XXX (1) Please File
- _____ (2) For Your Information
- _____ (3) In Accordance With Your Request
- _____ (4) Please Comment
- _____ (5) Please Sign & Return
- _____ (6) Please Telephone
- _____ (7) Please Advise Me How To Reply
- _____ (8) Please See Me
- XXX (9) Please return a file-stamped copy to me in the enclosed self-addressed, stamped envelope If you are issuing Claim Numbers, please note the Claim Number on the file-stamped copy


William Novotny

Enclosures
cc Kelley Graham (w/enc)