

EXHIBIT A

Commencement Date
P. 4 1

LEASE, dated as of October 15, 1985, between THE BENENSON CAPITAL COMPANY having an office at 708 Third Avenue, 28th Floor, New York, New York 10017 and The LAROB CAPITAL COMPANY, having an office at 666 Fifth Avenue, New York, New York 10103 c/o Anthony J. DiNome, each of said companies being New York general partnerships, (collectively referred to herein as "Lessor"), and FLEMING COMPANIES, INC., an Oklahoma corporation, having a place of business at 6301 Waterford Blvd., Oklahoma City, Oklahoma 73126-0647 (referred to herein as "Lessee").

W I T N E S S E T H :

Definitions

For the purposes of this Lease, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Basic Rent: as defined in Section 2.

Default: any condition or event which, after notice, would constitute an Event of Default.

Depository: an Institutional Lender which is the holder of the Fee Mortgage or if there be none, then a bank or trust company in the Borough of Manhattan, City of New York, State of New York, selected by Lessor, with a capital and surplus of not less than \$100,000,000.

Event of Default, Events of Default: as defined in Section 28.

Fee Mortgage: any first mortgage at any time a lien on the Property. The term Fee Mortgage shall include a deed of trust, and the beneficiary thereof shall be deemed the holder of the Fee Mortgage.

definition: Impositions: all taxes (including real ad valorem and personal property taxes), all general and special assessments (including, without limitation, assessments for public or other improvements or benefits whether or not commenced or completed during the term of this Lease and (i) assessment for Hacienda Business Park under Act 1915, Assessment No. 12-B, Series 1983-2, issued as of May 15, 1983, (ii) assessment for Hopyard Road A.B. under Act 1915, Assessment No. 12-B, Series 1984-1, issued as of May 20, 1984 (iii) assessment for N. Pleasanton Fire Protection Dist., under Act 1915, Assessment No. 60-B, Series 1982-6, issued as of January 21, 1985 (iv) assessment for Chabot/East Amador/Santa Rita A.D. 1985-1 under Act 1915, Assessment No. 12-B, Series 1985-1 issued as of April

30, 1985 and (v) proposed assessment for North Pleasanton Improvement District under Act of 1915, said assessments referred to above under subdivisions (i), (ii), (iii), (iv) and (v) being herein collectively referred to as "Series Assessments") and any other assessments and liens whether similar or dissimilar to the foregoing water, sewer and other rents, rates and charges, excises, levies, inspection and license fees, permit fees and other authorization fees and all other charges whether of a like or different nature (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen), of every character (including all penalties and interest thereon) which at any time prior to, during or in respect of the term of this Lease may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Property or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of the Property or any part thereof, or (c) the revenues, rents, issues, income and profits arising from the Property. Impositions shall not include any franchise, excise, corporate, estate, inheritance, succession or capital levy or similar tax of Lessor or any income tax of Lessor determined solely on the basis of its income as distinguished from a tax on rents.

Improvements: as defined in Section 1.

Insurance Requirements: all terms of each insurance policy required to be carried by Lessee under this Lease and the requirements of the issuer of such policy, and all orders, rules, regulations and other requirements of Board of Fire Underwriters (or any body exercising similar functions) applicable to or affecting the Property or any part thereof or any use or condition thereof, and whenever Lessee shall be engaged in making any alterations, the term "Insurance Requirements" shall be deemed to include a requirement that all insurance policies shall contain an endorsement referring to such alterations.

Institution: a bank, savings bank, trust company, insurance company, savings and loan association, a pension or retirement fund of the United States or any of the States of the United States or any of their agencies, instrumentalities or political subdivisions or of public corporations, any teachers' pension or retirement fund or a real estate investment trust.

Legal Requirements: all statutes, codes, laws, acts, ordinances, by-laws, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, foreseen or

\$655,713.00, for the next five year period from November 1, 1990 to October 31, 1995;

\$763,114.00, for the next five year period from November 1, 1995 to October 31, 2000; and

\$881,821.00, for the next five year period from November 1, 2000 to October 31, 2005.

The Basic Rent shall be payable in equal monthly installments, in arrears, on the last day of each and every month.

The Basic Rent shall be absolutely net to Lessor, so that this Lease shall yield to Lessor the Basic Rent throughout the Demised Term.

2.2. If the Commencement Date shall be on a day other than the first day of a calendar month, then Basic Rent for part of such month shall be adjusted pro rata to reflect the number of days from the Commencement Date to the end of the calendar month in which the Commencement Date shall occur, both dates inclusive, and shall be paid to Lessor on the last date of such month.

3. Additional Rent. Lessee will also pay, as additional rent, all other amounts, costs, expenses, liabilities and obligations which Lessee herein assumes or agrees to pay, and will reimburse Lessor for any payments thereof made by Lessor, and, in the event of any failure by Lessee to pay any of the same, Lessor shall have all rights, powers and remedies provided for herein or by law as in the case of nonpayment of the Basic Rent.

4. No Right to Set-Off, etc. Except as otherwise provided in this Lease:

(i) Lessee will pay the Basic Rent and all additional rent and other sums payable hereunder without notice or demand, without regard to any counterclaim, right of set-off, deduction or defense Lessee may have against Lessor, and without abatement, suspension, deferment, diminution or reduction by reason of, and the obligations of Lessee hereunder shall not be in any way affected by, (a) any restriction, prevention or curtailment of or interference with any use of the Property or any part thereof as a result of any Legal Requirement or Taking or otherwise; or (b) any damage to or destruction of the Improvements or any part thereof; or (c) any bankruptcy,

8. Alterations and Additions by Lessee. Lessee at its expense may make any alterations of and additions to the Improvements and may erect or install in or upon or in connection with the Property, buildings, structures, improvements, fixtures, machinery, apparatus and equipment, provided that in all cases (including alterations or additions involved in any repair pursuant to this Section or Sections 11, 19 or 21.3) the alteration, addition, erection or installation (herein collectively called the "alteration" or "alterations") (a) shall not reduce the gross cubic foot volume of the Improvements, (b) shall not affect the structural soundness of the Improvements, (c) shall not change the general character of the Improvements unless such change is consented to by Lessor which consent shall not be unreasonably withheld, or adversely affect their fair market value, (d) shall be effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements, (e) shall be promptly and fully paid for by Lessee, subject to any right of reimbursement under Section 20 or 21.3 and (f) shall be made, in the case of alterations the aggregate estimated cost of which in any one instance exceeds FIFTY THOUSAND (\$50,000.00) DOLLARS, under the supervision of an architect or engineer in accordance with the detailed plans and specifications approved by Lessor (which approval shall be deemed to have been given if written disapproval is not given to Lessee within 30 days after receipt by Lessor of such plans and specifications). If Lessor disapproves the alteration or such plans and specifications or cost estimates within said period of thirty (30) days after receipt from Lessee requesting approval, such disapproval shall be in writing and shall specify the grounds therefor. If Lessee shall dispute whether Lessor's disapproval is reasonable, as Lessee's sole remedy Lessee may submit to arbitration under the provisions of Section 25 the determination of whether Lessor has unreasonably withheld its approval thereto. Any such determination shall be final and binding upon the parties whether or not a judgment shall be entered in any court. If the arbitration shall be adverse to Lessor, Lessor nevertheless shall not be liable to Lessee for breach of Lessor's covenant not to unreasonably withhold such consent and Lessee's sole remedy in such event shall be to proceed with such alterations as if Lessor's consent were given. All alterations (other than those involving Lessee's Equipment) shall be deemed part of the Improvements demised hereunder.

→ 9. Impositions. Subject to the provisions of Section 15 relating to contests, Lessee will pay all Impositions before any interest, penalty, fine or cost may be added for

nonpayment, provided that (a) if by law any Imposition may at the option of the taxpayer be paid in installments, Lessee may exercise such option, and in such event Lessee shall give Lessor prompt written notice of such exercise and shall pay all such installments (and interest, if any) becoming due during the term of this Lease as the same become due and before any further interest or any penalty, fine or cost may be added thereto, and (b) any Imposition which is payable for a fiscal period of the taxing authority, a part of which fiscal period is included within the term of this Lease and a part of which extends beyond such term shall be apportioned between Lessor and Lessee as of the expiration of such term. Lessee will furnish to Lessor, upon request, for inspection, within 30 days after the date when any Imposition (unless being contested in conformity with Section 15) would become delinquent, official receipts of the appropriate taxing authority, or other proof satisfactory to Lessor evidencing the payment of such Imposition. Notwithstanding anything herein contained to the contrary, Lessee shall on the Expiration Date or sooner termination of the Demised Term pay the balance of the unpaid principal and all accrued interest thereon of all Series Assessments then a lien on the Property.

10. Compliance with Legal and Insurance Requirements, etc. Subject to Section 15 relating to contests, Lessee, at its expense, (a) will promptly comply with all Legal Requirements and Insurance Requirements, whether or not compliance therewith shall require alterations on the Property or in the Improvements, and (b) will procure and maintain all permits, licenses and other authorizations required for any use of the Property or any part thereof, and for the lawful and proper construction of all alterations, installations, operation and maintenance of all equipment and appliances necessary or appropriate for the operation and maintenance of the Property.

11. Condition of Property; Repairs, etc. Lessee is fully familiar with the physical condition of the Property and all Improvements. Lessor has made no representation as to the condition of the Property or the Improvements or the fitness or availability thereof for any particular use and none shall be implied from this Lease, and Lessor shall not be liable for any latent or patent defect therein. Except as expressly otherwise provided in this Lease, Lessee at its expense will (i) put and keep the Property and all Improvements, including, but not limited to the roof, walls, floors, foundations and appurtenances and the sidewalks, curbs, ways, parking area and railroad siding adjoining the Property, if any, in good and clean order