



745.42

November 7, 2001

VIA OVERNIGHT DELIVERY

Vinod C. and Janak D. Bansal
4644 Meridian Avenue
San Jose, CA 95124

Re: Albertson's Store #745 – Branham & Meridian
San Jose, California
Setareh Market – Mediterranean Delicatessen
Located at 4644 Meridian Avenue
San Jose, California
NOTICE OF DEFAULT

Legal/Real Estate Filing		
Store #	745	
Real Est.	<input checked="" type="checkbox"/> Mini Bank	<input type="checkbox"/>
Tenant	<input type="checkbox"/> ATM	<input type="checkbox"/>
	<input type="checkbox"/> Fin. Acq.	<input type="checkbox"/>
Liq. Acq.	<input type="checkbox"/> Liq. Acq.	<input type="checkbox"/>
Master	<input type="checkbox"/> Bus. Lic.	<input type="checkbox"/>
Description	C	
Blueprint	<input type="checkbox"/>	Photo <input type="checkbox"/>

Dear Mr. and Mrs. Bansal:

Albertson's has been informed that you are the titled owners of Parcel 2 at the above-referenced location. Reference is hereby made to that certain Declaration of Covenants and Encumbrances dated December 28, 1973, executed by Desin Development Co., Sav-On Realty, Inc. and Albertson's, Inc., and recorded in the Office of Santa Clara County in Book 0716 at Page 724, which encumbers the Shopping Center (hereinafter the "Declaration").

Section IV(1) of the Declaration provides the following in part:

... the owners of Parcels 1 and 2 agree, for the benefit of Parcel 3, that no portions of Parcels 1 and 2 will be used for the sale (for off-premises consumption) of the following items (whether canned, fresh, frozen or smoked): general groceries, meats, poultry or fish, fruits, vegetables, or any combination of the foregoing items. ... The above restrictions shall not prohibit the operation of a delicatessen on Parcel 2 containing not more than 1,500 square feet.

It has come to our attention that the Setareh Market, a Mediterranean Delicatessen is under construction on Parcel 2 and that it is planned to exceed 1,500 square feet, in breach of the Declaration. Please confirm within two weeks from the date of this letter, or by November 6, 2001, that such plans are not going forward. If we do not hear from you by November 6, and upon further information that a violation exists, Albertson's intends to exercise any and all remedies under the Declaration.

Please contact me at (208) 395-5194 to discuss. Thank you for your immediate attention to this matter.

Sincerely,

ALBERTSON'S, INC.
D. S. Day
Daniel S. Day
Senior Attorney

cc: Brad Beckstrom
Carolyn Bock
Pete Katzdom, Fleming, via fax (405) 858-5970

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December 14, 2001

Vinod C. and Janak D. Bansal
4644 Meridian Avenue
San Jose, CA 95124

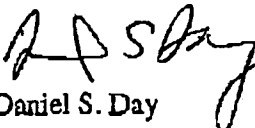
Re: Albertson's Store No. 745
Branham & Meridian, San Jose, CA
Setareh Market—Mediterranean Delicatessen located at 4644 Meridian Ave.
Notice of Default

Dear Mr. and Mrs. Bansal:

This is a follow up to my letter to you dated November 7, 2001. Following that letter, I received a number of phone calls in response to my letter, informing me that the Setarch Market would in fact comply with the 1,500 square foot limitation on the operation of a delicatessen. I asked for confirmation in writing that Setarch Market would comply with the terms of the Declaration. I have not received a written response to my letter or the subsequent telephone discussions. Accordingly, unless I am provided a written commitment and demonstration that the Setareh Market is in compliance with the terms of the Declaration, you are still in default. If I do not hear from you on or before Friday, December 21, 2001, Albertson's, Inc. will exercise its remedies under the Declaration. If you have any questions, please call me at (208) 395-5194.

Very truly yours,

ALBERTSON'S, INC.


Daniel S. Day
Senior Attorney

DSD



March 8, 2002

Certified Mail—Return
Receipt Requested

Vinod C. and Janak D. Bansal
 4630 Meridian Avenue
 San Jose, CA 95124

Vinod C. and Janak D. Bansal
 478 E. Santa Clara St. #203
 San Jose, CA 95112-3555

Setareh Market
 4644 Meridian Avenue
 San Jose, CA 95124

Re: Albertson's Store No. 745
 Branham & Meridian, San Jose, CA
 Setareh Market—Mediterranean Delicatessen (4664 Meridian Avenue)
NOTICE OF DEFAULT

Dear Sirs:

Reference is made to that certain Declaration of Covenants and Encumbrances dated December 28, 1973, executed by Desin Development Co., Sav-On Realty, Inc. and Albertson's, Inc. and recorded in the Office of Santa Clara County in Book 0716 at page 724, which encumbers the Shopping Center (the "Declaration").

Under the terms of the Declaration, the Setareh Market is prohibited from selling general groceries and other food items for off-premises consumption, and is additionally prohibited from operating a delicatessen in excess of 1,500 square feet. Albertson's, Inc. sent prior notices that Setareh Market is operating in violation of the Declaration. Although Albertson's received assurances that the market would operate in compliance with the Declaration, Albertson's is informed that the market is still violating the terms of the Declaration.

Based on the foregoing, Albertson's hereby demands that the Setareh Market comply with the terms of the Declaration. If Setareh Market does not comply, Albertson's reserves the right to exercise any and all remedies under the Declaration, including, if necessary, the option of initiating legal proceedings to force compliance with the Declaration.

Legal/Real Estate Filing
 Store # 745
 Store Tenant
 Litigation Misc
 File/Description COCC
 Blueback Routs

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RECORD CENTER



If you have any questions, please call me at (208) 395-5194.

Very truly yours,

ALBERTSON'S, INC.

A handwritten signature in black ink, appearing to read 'D. S. Day', written over the typed name.

Daniel S. Day
Senior Attorney

DSD

cc: Martin Leon
Tyler Seamons



1945 Lakepointe Dr.
P.O. Box 299013
Lewisville, TX 75029
telephone 972.906.8000

September 11, 2002

Eric and Kristy Brandenburg and
The Elliot Family Trust

Re: Request for Estoppel Certificate
Lunardi's
4640 Meridian Avenue
San Jose, CA
Fleming File # CA-114

Gentlemen:

Albertson's Inc., as Sublessor ("Sublessor"), and Fleming Companies, Inc., successor in interest to Fleming Foods West, Inc., as Sublessee ("Sublessee"), are parties to a Sublease Agreement dated October 28, 1986, as amended November 25, 1986, and Letter Agreement dated November 2, 2000 (the "Sublease"), for certain space ("Premises") located in the aforementioned shopping center.

At the request of the Sublessor and knowing that you, as potential purchaser of the Premises, are relying in part upon the accuracy of the information contained herein, the undersigned, as Sublessee under the terms of the above described Sublease, hereby certifies, as of the date of this letter, to the best of our knowledge that:

1. The Sublease is in full force and effect, and Sublessee's Sub-Sublessee is in actual possession of the Premises.
2. Except as described above, the Sublease has not been modified, supplemented or amended in any way.
3. All work required by the Sublease to be performed by the Sublessor has been completed and is in accordance with the provisions of the Sublease.
4.
 - a. The fixed monthly rent presently payable under the terms of the Sublease is \$10,833.33. The amount of Bonus Rent paid for the year 2002 to date is \$164,615.00 and the amount of Bonus Rent paid for the year 2001 was \$129,520.00.
 - b. The fixed monthly rent payable under the terms of the Sublease has been paid through August 31, 2002.
 - c. All additional charges owed by Sublessee (i/e taxes, insurance and common area maintenance) and currently payable under the terms of the Sublease have been paid.
 - d. The Sublease shall terminate on November 29, 2011.

- e. The Sublease contains four (4) options to renew for five (5) years each on the same terms and conditions.
- 5. It is unknown at this time whether Sublessee may be entitled to a credit in the event of any overpayment of estimated percentage rent or estimated common area charges and Sublessee hereby preserves its rights for any such credit. Otherwise, Sublessee claims no offsets, setoffs, rebates, concessions, abatements or defenses against or with respect to rent, additional rent or other sums payable under the terms of the Sublease (unless the work described on Exhibit "A" is not performed and completed by Sublessor).
- 6. There are no defaults under the terms of the Sublease. (Unless the items listed on Exhibit "A" are not resolved to Sublessee's satisfaction).
- 7. The amount of security deposit made with the Lease is \$0.00.
- 8. The Sublessee does not have any option or preferential right to purchase all or any part of the Leased Premises. Sublessee does not have any right, title or interest with respect to the Lease Premises other than as Sublessee under the Sublease.

It is agreed and understood that any party relying on this letter is obligated to perform its own inspection and review the documents referenced herein. Please be advised that the information stated herein is as of the date of this letter, and we disclaim any obligation to advise you of any changes or update the information contained herein, except as specifically required herein or by the Sublease.

FLEMING COMPANIES, INC.

By: 

Its: Sr. Vice President, Real Estate
Fleming Companies, Inc

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of an Estoppel Letter, dated August 6, 2002.

No known defaults currently exist, although Sublessee is aware of an unresolved problem with respect to the aforementioned shopping center which involves the ongoing violation of the Declaration of Covenants and Encumbrances ("Declaration"), dated December 28, 1973, recorded in the Offices of Santa Clara County Recorder Book D716 pages 724 et seq. (Instrument No. 468141) which prohibits delicatessens exceeding 1,500 square feet from operating at 4644 Meridian Avenue, San Jose, CA. The Declaration is being violated by the property owners and operators of the business known as Mediterranean Delicatessen located at 4644 Meridian Avenue, San Jose, CA. The Premises are intended to be benefited by the Declaration.