
Exhibit C

SUBLESSEE

C.B.A.M. MARKET, INC.

AND

MICHAEL P. WISHING

AND

PATRICIA A. WISHING

Premises:

Dutton Mill Shopping Village
Dutton Mill Road and Pennell Road
Aston, Delaware County, Pennsylvania

SUBLEASE AGREEMENT

This Agreement is made this day of , 1989, by and between FLEMING COMPANIES, INC., an Oklahoma corporation whose home office is at Oklahoma City, Oklahoma, hereinafter referred to as SUBLESSOR, and C.B.A.M. MARKET, INC., a Pennsylvania corporation, and MICHAEL P. WISHING and PATRICIA A. WISHING, his wife, collectively hereinafter referred to as SUBLESSEE.

WITNESSETH:

WHEREAS, SUBLESSOR is LESSEE of defined premises (hereinafter called "premises") located upon real estate described as follows:

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Aston, County of Delaware described according to a topographic survey plan for Joseph Grace made by Catania Engineering Associates, Inc., Consulting Engineers, dated 01-26-1988 last revised 07-18-1988 as follows, to wit:

BEGINNING at a point on the title line of Pennell Road, which point is measured South 02 degrees, 25 minutes, 55 seconds West, 264.00 feet from the intersection of Dutton Mill Road and Pennell Road; thence extending from said beginning point leaving the center line of Pennell Road; South 62 degrees, 56 minutes, 30 seconds West 715.14 feet to a corner of lands of Sun Oil Company; thence extending along the Sun Oil Company North 39 degrees, 36 minutes, 51 seconds West crossing a sanitary sewer line 527.99 feet to a corner; thence extending along various owners North 64 degrees, 33 minutes, 18 seconds East 835.23 feet to a point a corner of lands of William and Ruth Sanders; thence extending along same North 09 degrees, 52 minutes, 42 seconds West 126.33 feet to a point on the Southeasterly side of Lamp Post Lane; thence extending along the same the 2 following courses and distances: (1) on the arc of a circle curving to the right having a radius of 387.23 feet the arc distance of 53.50 feet; and (2) South 02 degrees, 43 minutes, 18 seconds East 211.39 feet to a point on the title line of Pennell Road; thence extending along same South 02 degrees, 25 minutes, 55 seconds West 556.35 feet to the first mentioned point and place of beginning.

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under lease (hereinafter called "ORIGINAL LEASE") dated the day of , 1989, executed by JOSEPH A. GRACE and CAROL A. GRACE, as ORIGINAL LESSOR, and SUBLESSEE desires to sublease the premises from SUBLESSOR.

NOW THEREFORE, in consideration of the rents to be paid, and the covenants to be performed, as hereinafter set forth, the parties agree as follows:

1. The terms of the ORIGINAL LEASE hereinabove referred to are herein incorporated by reference with like force and effect as if the same had been fully set out, and SUBLESSEE acknowledges receipt of a true and correct copy of said ORIGINAL LEASE.

2. SUBLESSOR hereby leases to SUBLESSEE, and SUBLESSEE hires from SUBLESSOR, only for operation of a retail food market, the above described premises for an initial term of five (5) years, commencing simultaneously with the term of the ORIGINAL LEASE. The parties hereto agree to endorse the lease commencement date at the end hereof. In consideration of such subletting, SUBLESSEE agrees to assume all of the obligations of SUBLESSOR set forth in said ORIGINAL LEASE and SUBLESSEE further agrees to fulfill all of said obligations under the terms of said ORIGINAL LEASE without default of any kind or nature whatsoever and SUBLESSEE does agree to fulfill all of the affirmative covenants set forth in said ORIGINAL LEASE without further notice of any kind or nature from ORIGINAL LESSOR or SUBLESSOR, all benefits accruing to SUBLESSOR or inuring to the benefit of SUBLESSEE except as may otherwise be specifically provided for hereunder. This SUBLEASE shall be automatically renewed for three (3) additional terms of five (5) years each unless SUBLESSOR terminates this SUBLEASE by giving written notice to SUBLESSEE ninety (90) days prior to the end of the initial term or any renewal term. Notwithstanding any such renewal, or any other provision hereof, this SUBLEASE shall automatically terminate on the expiration or termination of the ORIGINAL LEASE. Such ORIGINAL LEASE is for a term of Twenty (20) years. SUBLESSEE agrees to accept the premises in the condition existing on the date of the commencement of the term of this SUBLEASE, subject only to the obligation of ORIGINAL LESSOR with respect to latent defects as set forth in the ORIGINAL LEASE. This is a sublease and not an assignment.

3. As rent for the premises, SUBLESSEE agrees to pay to SUBLESSOR, at its office in Oklahoma City, Oklahoma, the following amounts:

A. A minimum weekly rental of:

<u>Lease Years</u>	<u>Weekly Rental</u>
Initial Five (5) Year Term:	\$6,360.58
1-3	7,067.31
4-5	
Renewal Term Years:	7,067.31
1-2	7,420.67
3-5	8,162.74
6-10	8,162.74
11-15	

PLUS

B. An amount equal to 1.125% of monthly "gross sales", as hereafter defined, made from the premises in excess of:

<u>Lease Years:</u>	
Initial Five (5) Year Term	\$2,625,000.00
1-3	2,916,666.67
4-5	
<u>Renewal Term Years:</u>	2,916,666.67
1-2	3,062,500.00
3-5	3,368,750.00
6-10	3,368,750.00
11-15	

PLUS

To the extent available to SUBLESSOR under the terms of the ORIGINAL LEASE, specifically Article V, Section 5.1B, SUBLESSEE shall be entitled to reduce its payment of percentage rental by the amount of the payments made by it, and not reimbursed, pursuant to the terms of said Section 5.1B; plus

C. As additional rental, SUBLESSEE'S share of common area maintenance charges and common area extended lighting charges as provided in Sections 2.2 and 2.3 of the ORIGINAL LEASE and in Paragraph 9 hereof; plus

D. As additional rental, SUBLESSEE'S share of utilities as provided in Section 19.5 of the ORIGINAL LEASE and in Paragraph 23 hereof; plus

E. As additional rental, SUBLESSEE'S share of maintenance and capital improvements as provided in Sections 10.1 and 10.2 of the ORIGINAL LEASE and in Paragraph 9 hereof; plus

F. As additional rental, SUBLESSEE'S share of taxes and assessments as provided in Sections 7.1 and 7.2 of the ORIGINAL LEASE and in Paragraph 4 hereof; plus

G. As additional rental, SUBLESSEE'S share of public liability and property damage insurance payments as provided in Article VIII of the ORIGINAL LEASE and in Paragraph 5 hereof; plus

H. As additional rental, SUBLESSEE'S share of fire and extended coverage and rent abatement insurance as provided in Sections 12.1 and 12.2 of the ORIGINAL LEASE and in Paragraphs 13 and 16 hereof; plus

I. As additional rental: (a) any additional rent as provided in the ORIGINAL LEASE which is required as the result of the failure or default of SUBLESSEE to comply with the terms, covenants and conditions hereunder, or under the ORIGINAL LEASE; and (b) any obligation or expense incurred by SUBLESSOR for the benefit of SUBLESSEE, including, but not limited to, the payment by SUBLESSOR of the cost for furniture, fixtures and equipment for the premises and any related and/or consequential costs or charges.

Except as hereinafter in this paragraph provided, the term "gross sales", as used herein, shall include all sales of merchandise from, through or off the premises, and the performance of any service for any customer or patron for compensation by the SUBLESSEE or employee, and shall include all sales from every department thereof, for cash or on a charge basis, and including all business in which orders come by mail, telephone or telegraph, less credit for returned merchandise, merchandise trade-ins, and credit of a similar nature. "Gross sales" shall not include sales, luxury, excise or other taxes collected by SUBLESSEE from customers to be remitted to any governmental agency or unit; merchandise transfers from one of SUBLESSEE'S stores to another; sales

agency or unit; merchandise transfers from one of SUBLESSEE'S stores to another; sales of lottery tickets, and proceeds paid to SUBLESSEE as a result of the sale of winning lottery tickets; check cashing fees, or fees collected as a result of returned checks; return of merchandise to a supplier; wholesale bakery or wholesale delicatessen sales; or sales such as money orders or other sales and service, including double or triple coupons, which is strictly for the accommodation of SUBLESSEE'S customers where charges for said sales and services are for the purpose of reimbursement of SUBLESSEE'S costs and expenses and not for the purpose of profit. Further excepted are receipts from sales of fixtures that are not a part of LESSEE'S stock in trade, receipts from vending, game machines, and automated bank teller machines or similar devices which are owned and operated by other than the SUBLESSEE where SUBLESSEE merely permits said machines to be operated on the premises; provided, however, that SUBLESSEE'S gross receipts shall include any compensation SUBLESSEE receives from such owner or operator of said vending, game machines and automated bank teller machines or similar devices for permission to use and operate said machines on the premises.

SUBLESSOR and ORIGINAL LESSOR shall have the right, at any time, but not more than once a year, and from time to time, at SUBLESSOR'S or ORIGINAL LESSOR'S expense, to have audits made of the records of sales which occur on the premises. SUBLESSOR'S and ORIGINAL 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 two years immediately preceding. SUBLESSEE'S statements for other prior lease periods shall be deemed to have been accepted by SUBLESSOR and ORIGINAL LESSOR and be incontestible.

The weekly rental payment provided in Subparagraph A above shall be due on or before Wednesday of each week during the full term of this SUBLEASE, except that payment may be made at such other time during each week as may be agreed upon by

both parties. If the commencement date of the term of this SUBLEASE 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 in full calendar months. Payment of any additional rental, as outlined in Paragraph 3B above, shall be paid on or before the tenth (10th) day of the following month. At the time of said monthly payment SUBLESSEE shall submit to SUBLESSOR a written statement certified by SUBLESSEE to be true and correct showing in accurate detail the amount of gross receipts for the preceding monthly period.

4. As additional rental, SUBLESSEE agrees to pay to SUBLESSOR on demand, the amount of all taxes and assessments for which SUBLESSOR is obligated or becomes obligated to pay to ORIGINAL LESSOR under the terms of the ORIGINAL LEASE. SUBLESSEE shall also pay all taxes levied and assessed against property belonging to it and located upon the premises. SUBLESSEE shall not be entitled to exercise SUBLESSOR'S rights under the terms of the ORIGINAL LEASE to contest any such taxes and assessments, unless SUBLESSOR first gives to SUBLESSEE its written consent. In the event SUBLESSEE, with SUBLESSOR'S consent as aforesaid, shall contest any such taxes or assessments, SUBLESSEE shall indemnify and hold SUBLESSOR and ORIGINAL LESSOR harmless from any and all costs, expenses, including reasonable attorney's fees, damages or other sums or amounts that either SUBLESSOR or ORIGINAL LESSOR pay or incur caused by or arising out of any such contest by SUBLESSEE.

5. SUBLESSEE agrees to indemnify, protect and save SUBLESSOR and ORIGINAL LESSOR harmless from any and all claims of others for injuries to persons or property arising out of the use, occupancy or operation of the premises by SUBLESSEE and any other occupant of the premises, except such claims as arise out of negligent, intentional or willful acts of SUBLESSOR or ORIGINAL LESSOR.

SUBLESSEE agrees to maintain, at its own expense, during the full term of this SUBLEASE, a policy of public liability and property damage insurance in a reputable

company authorized to do business in the State of Pennsylvania in which policy SUBLESSOR and ORIGINAL LESSOR shall be named as additional insureds, and to furnish SUBLESSOR current certificates evidencing the existence of such insurance, including an endorsement which will provide for no cancellation of such insurance without sixty (60) days' prior written notice to SUBLESSOR and ORIGINAL LESSOR. Such policy shall provide coverage in an amount not less than \$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.

SUBLESSEE shall remit to SUBLESSOR, on demand, the aggregate amount of all insurance premiums for which SUBLESSOR is responsible under the terms of the ORIGINAL LEASE for insurance ORIGINAL LESSOR is required to maintain under the ORIGINAL LEASE covering the parking and common areas, subject, however, to SUBLESSEE'S right to obtain a like insurance coverage policy(s) on the parking and common areas at a lower rate in accordance with all terms and conditions set forth in Article VIII of the ORIGINAL LEASE. If SUBLESSEE can obtain a like insurance coverage policy(s) at a lower rate than it is required to pay SUBLESSOR, SUBLESSEE, after complying with the provisions of Article VIII of the ORIGINAL LEASE, shall be required to pay to SUBLESSOR only the amount of such lower rate so long as SUBLESSOR, under the terms of ORIGINAL LEASE, is only required to pay such lower rate.

6. In consideration of a like covenant of SUBLESSOR and ORIGINAL LESSOR contained in said ORIGINAL LEASE, which inures to SUBLESSEE'S benefit, SUBLESSEE hereby releases the SUBLESSOR and ORIGINAL LESSOR, and their respective employees, agents, and every person claiming by, through, or under either of them, (whether by subrogation or otherwise) and SUBLESSEE hereby releases each and every other tenant in the Shopping Center of which the premises are a part, and the employees and agents thereof, from any and all liability or responsibility (to the other or anyone

claiming by, through, or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) owned by or belonging to ORIGINAL LESSOR, SUBLESSOR or SUBLESSEE, their respective employees, agents and every person claiming by, through or under them (whether by subrogation or otherwise) or such other tenants, their employees, agents and every person claiming by, through, or under them (whether by subrogation or otherwise), caused by fire or any other insured peril covered by any insurance policies for the benefit of any party, even if such loss or damage shall have been caused by the fault or negligence of another party, their employees or agents or such other tenant or any employee or agent of such other tenant. 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 carriers issuing the same shall acknowledge that the insured has so waived and released its right of recovery against SUBLESSOR, or ORIGINAL LESSOR, or such other tenants, their respective employees and agents, all without impairment or invalidation of such insurance.

7. If SUBLESSEE is not indebted, directly or indirectly, to SUBLESSOR, including, but not limited to, any debts resulting from financing of inventory, furniture, fixtures, and equipment, or for any other reason, and has performed all of the covenants and agreements herein, SUBLESSEE shall have the right at the termination of this SUBLEASE to remove all furniture, fixtures, and equipment installed on the premises and owned by SUBLESSEE; provided, however, that the SUBLESSEE shall restore any damage to the building as the result of such removal.

8. SUBLESSOR and ORIGINAL LESSOR shall have the right to enter the premises at any reasonable time for the purpose of inspecting the same or showing the same for any proper purpose or doing anything that SUBLESSEE may be required to do, and shall fail to do, and in the event of an emergency, SUBLESSOR and ORIGINAL

LESSOR shall have the right to enter immediately and without notice. In the event it is reasonably necessary for SUBLESSOR or ORIGINAL LESSOR to make any repairs to the premises, SUBLESSEE shall reimburse SUBLESSOR or ORIGINAL LESSOR on demand for the cost thereof, which cost is agreed in advance to be proper and reasonable. SUBLESSEE shall not be entitled to any abatement or reduction of rent if SUBLESSOR or ORIGINAL LESSOR exercises any rights reserved in this paragraph. SUBLESSOR and ORIGINAL LESSOR shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the entry of SUBLESSOR or ORIGINAL LESSOR on the premises as provided herein.

9. SUBLESSEE shall perform the covenants and obligations of SUBLESSOR under the ORIGINAL LEASE regarding maintenance and repair to the premises and the parking and common areas in strict accordance with the terms of the ORIGINAL LEASE. SUBLESSEE further agrees that it shall also be obligated to pay to SUBLESSOR on demand all amounts SUBLESSOR is required under the terms of the ORIGINAL LEASE to pay as its proportionate share of the cost of repair and maintenance of all parking, common and service areas in the Shopping Center.

10. SUBLESSEE covenants that it will pay the rent stipulated at the time and place specified; that it will use the premises solely for the purpose above specified; that it will, at its expense, keep the premises and improvements thereon, in the same good order and repair in which they now are or may hereafter be placed, except (i) usual wear and tear, (ii) acts of God and unavoidable casualties, (iii) repairs of defects for which ORIGINAL LESSOR is responsible under the ORIGINAL LEASE and damages and loss for which SUBLESSOR and ORIGINAL LESSOR have waived recovery under said ORIGINAL LEASE. SUBLESSEE agrees to make timely payments for all repairs, additions or alterations, made by it and will not permit any lien, affidavit, charge or order for payment to attach to the premises on account thereof. If any lien, affidavit, charge or order for payment attaches to the premises as a result of any actual or alleged act or

omission of SUBLESSEE, SUBLESSEE shall immediately remove such lien, affidavit, charge or order for payment. SUBLESSEE agrees to maintain the premises in a neat, clean and healthful condition, and in every respect as required by the laws of the United States and of the State of Pennsylvania, and ordinances of the Township of Aston, or any other governmental authority now or hereafter in force; it will not do, or permit to be done on the premises, any act in violation of the conditions of any policy of insurance on the premises; it will not place on, or affix to, or display from, any part of the outside or inside of the premises, any sign or advertisement prohibited by the terms of the ORIGINAL LEASE.

11. SUBLESSEE will not suffer or permit any waste on the SUBLEASE premises, or make any alterations thereof or additions thereto, without the written consent of SUBLESSOR. SUBLESSEE shall not sell, assign, hypothecate or otherwise transfer any interest in this SUBLEASE or underlet all or any part of the premises for any reason, or permit occupancy thereof by anyone through or under it. Any such act by SUBLESSEE shall constitute an act of default for which SUBLESSOR shall have the remedies set forth in Paragraph 17 of this SUBLEASE, and specifically the right to terminate this SUBLEASE.

12. SUBLESSEE further covenants that it will peacefully and quietly vacate and surrender the premises to SUBLESSOR at the expiration of the term hereof, or at any earlier termination thereof, and that it will not holdover beyond such expiration or earlier termination. In the event SUBLESSEE breaches this covenant, SUBLESSEE shall indemnify and hold harmless SUBLESSOR from any and all damages, costs or expenses (including reasonable attorney's fees) that SUBLESSOR incurs, whether under the ORIGINAL LEASE or otherwise, as a result of such breach by SUBLESSEE.

13. The ORIGINAL LESSOR has agreed to keep in effect, at its expense, subject to SUBLESSEE'S obligation to reimburse SUBLESSOR and ORIGINAL LESSOR on demand, and during the original or any renewed term of this SUBLEASE, a policy(s) of

fire and extended coverage insurance, covering the premises, written by a responsible insurance company authorized to do business within the state where the premises are located, in accordance with the terms of the ORIGINAL LEASE. SUBLESSEE agrees to remit to SUBLESSOR, on demand, the amount of the aggregate annual premium for insurance for the premises for said policy(s) subject to SUBLESSEE'S right to obtain a like insurance coverage at a lower rate in accordance with all the terms and conditions of Section 12.1 of the ORIGINAL LEASE. If SUBLESSEE can obtain a like insurance coverage policy(s) at a lower rate than it is required to pay SUBLESSOR, SUBLESSEE, after complying with all the provisions of Section 12.1 of the ORIGINAL LEASE, shall be required to pay to SUBLESSOR only the amount of such lower rate so long as SUBLESSOR, under the terms of the ORIGINAL LEASE, is only required to pay such lower rate. Nothing herein contained shall be construed to grant to SUBLESSEE any interest in or claim to the proceeds of such policy(s) of insurance in the event of damage to, or destruction of, the premises.

14. SUBLESSEE 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. In the event SUBLESSEE stores, maintains or uses anything on the premises which causes an increase in any such insurance premium cost, SUBLESSEE shall immediately 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 SUBLESSOR; or (b) should SUBLESSOR allow such storing, maintaining, or use to continue, SUBLESSEE shall be held solely accountable to the ORIGINAL LESSOR for the original and ongoing and continuing costs and expenses attributable thereto which shall be treated as additional rent due the ORIGINAL LESSOR.

SUBLESSOR shall not be liable for any loss or damage, loss of the profits, or interruption of business occasioned by the termination of the ORIGINAL LEASE between SUBLESSOR and ORIGINAL LESSOR, or from any other causes beyond its control; provided, however, that in the event the premises shall be wholly or partially damaged or destroyed by fire, windstorm, or other casualty and the ORIGINAL LESSOR, according to the terms of the ORIGINAL LEASE, commences to rebuild or repair the premises, and is able to proceed with due diligence in the rebuilding, reconstruction and repairing of the premises, as provided in the ORIGINAL LEASE, then this SUBLEASE shall continue in full force and effect, and SUBLESSEE'S rent shall abate in the same proportion that SUBLESSOR'S rent abates during the period the premises are unsuitable, in whole or in part, for occupancy as a retail food market.

If the ORIGINAL LEASE is terminated at the option of SUBLESSOR because of (i) the delay in the repair or reconstruction of the premises, or (ii) the extent of the damage or destruction of the premises, or (iii) following condemnation under the right of eminent domain by public authority, or (iv) any default of ORIGINAL LESSOR, then this SUBLEASE shall also automatically terminate and the obligation of the parties hereunder shall cease as of the date the ORIGINAL LEASE is terminated. If the ORIGINAL LEASE is terminated following condemnation there shall be an equitable disposition between SUBLESSOR and SUBLESSEE of that part of the total award received by SUBLESSOR if the proper judicial authority does not make such a disposition.

15. Any and all taxes, insurance premiums, repair, maintenance and utility costs, or other charges beyond the payment of rent, either for which SUBLESSEE is obligated under the terms of this Sublease, or for which SUBLESSOR may become obligated under the terms of the ORIGINAL LEASE, and which SUBLESSEE hereby agrees to pay, may, at the option of SUBLESSOR, be paid by SUBLESSOR and, in such event, SUBLESSEE hereby agrees to reimburse SUBLESSOR for the full amount of such payment upon demand, which sums shall be deemed to be additional rent.

16. SUBLESSEE agrees to purchase fire and extended coverage insurance in an amount satisfactory to SUBLESSOR covering all of its merchandise, furniture, fixtures, and equipment located in and upon the premises, and to furnish proof thereof either in the form of the policy or a certificate from the insurer. Such policy of insurance shall contain the provision of endorsement required by Paragraphs 5 and 6 hereof. SUBLESSEE agrees to purchase such business interruption insurance in the amount and form agreed upon with SUBLESSOR.

17. In the event of SUBLESSEE'S default, SUBLESSEE'S rights and obligations shall be governed by this paragraph and not by Section 15.1 of the ORIGINAL LEASE. If SUBLESSEE defaults by failing to pay rent, or other charges, when it becomes due, and has not cured said default by making the required rental payment within seven (7) days after notice thereof is given to SUBLESSEE, or in the event of SUBLESSEE'S failing to keep or to perform any other covenant or obligation made incumbent upon SUBLESSEE under any part of this SUBLEASE or under any part of the ORIGINAL LEASE, and if any such default shall continue for fifteen (15) days after notice thereof is given to SUBLESSEE, or if the leasehold interest or any property of SUBLESSEE in the premises shall be taken or levied upon by attachment, execution or other process, or if a receiver, trustee, guardian, conservator or similar officer shall be appointed to take charge of SUBLESSEE or any of SUBLESSEE'S property, whether in the premises or not, or to windup SUBLESSEE'S business or affairs, or if any assignment is made for the benefit of SUBLESSEE'S creditors; or if SUBLESSEE files a petition under any bankruptcy or insolvency law or if such a petition is filed against SUBLESSEE and is not dismissed within thirty (30) days; or if SUBLESSEE does or permits to be done any act which creates a mechanic's lien or claim against the premises; or if SUBLESSEE abandons the premises; or if the voting control of SUBLESSEE shall be sold, assigned or hypothecated or in any other manner transferred, by operation of law or otherwise, without the prior written consent of SUBLESSOR; then, and in any such case, to the extent permitted by

applicable laws, and in addition to other remedies, now or hereafter provided by law, **SUBLESSOR** may, at its option, terminate, cancel and annul this **SUBLEASE** at once and enter and take possession of the premises immediately without any previous notice of intention to reenter, and may remove all persons and property from the premises in order to recover, at once, full and exclusive possession of the premises, and/or **SUBLESSOR** may declare all rent and items of additional rent for the entire balance of the then current term immediately due and payable, together with all other charges, payments, costs and expenses payable by **SUBLEESSEE** as though such amounts were payable in advance on the date the event of default occurred. If this **SUBLEASE** shall be terminated, or if **SUBLESSOR** repossesses the premises as a result of any of the causes set forth above in this Paragraph 17, then **SUBLEESSEE** shall remain liable to **SUBLESSOR** for all loss sustained by **SUBLESSOR** by reason of such termination, cancellation or repossession, including reasonable attorneys fees.

SUBLEESSEE covenants and agrees that if the rent and/or any charges reserved in this Sublease as rent (including all accelerations of rent permissible under the provisions of this Sublease) shall remain unpaid five (5) days after the same is required to be paid, then and in that event, **SUBLESSOR** may cause judgment to be entered against **SUBLEESSEE**, and for that purpose **SUBLEESSEE** hereby authorizes and empowers **SUBLESSOR** or any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for and confess judgment against **SUBLEESSEE** and agrees that **SUBLESSOR** may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. for the recovery from **SUBLEESSEE** of all rent hereunder (including all accelerations of rent permissible under the provisions of this Sublease) and/or for all charges reserved hereunder as rent, as well as for interest and costs and Attorney's commission, for which authorization to confess judgment this, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against **SUBLEESSEE** for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of

this Sublease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; together with an attorney's commission of five percent (5%) of the full amount of SUBLESSOR'S claim against SUBLESSEE. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforescribed sums five days or more after they become due as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of this Sublease.

SUBLESSEE covenants and agrees that if this Sublease shall be terminated (either because of condition broken during the term of this Sublease or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall be expired) then, and in that event, SUBLESSOR may cause a judgment in ejectment to be entered against SUBLESSEE for possession of the demised premises, and for that purpose SUBLESSEE hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for SUBLESSEE and to confess judgment against SUBLESSEE in Ejectment for possession of the herein demised premises, and agrees that SUBLESSOR may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970 et seq. for the entry of an order in Ejectment for the possession of real property and SUBLESSEE further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of a writ or writs of possession pursuant thereto, this Sublease, or a true and correct copy thereof, shall be sufficient warrant. SUBLESSEE further covenants and agrees, that if for any reason whatsoever, after said action shall have commenced, the action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to SUBLESSEE. SUBLESSOR shall have the right upon any subsequent default or defaults, or upon the termination of this Sublease as above set

forth, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the premises demised hereunder.

In any procedure or action to enter Judgment by Confession for Money pursuant to this paragraph, or to enter Judgment by Confession in Ejectment for possession of real property pursuant to this paragraph, if **SUBLESSOR** shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers **SUBLESSOR** to cause entry of judgment of confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this Sublease (and the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice to the contrary notwithstanding.

SUBLESSEE hereby releases to **SUBLESSOR** and to any and all attorneys who may appear for **SUBLESSEE** all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in this Sublease, and all liability therefor. **SUBLESSEE** further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process.

The right to enter judgment against **SUBLESSEE** by confession and to enforce all of the other provisions of this Sublease herein provided for may, at the option of any assignees of this Sublease, be exercised by any assignee of the **SUBLESSOR'S** right, title and interest in this Sublease in his, or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

18. One or more waivers of any covenant or condition by **SUBLESSOR** shall not be construed as a waiver of a further breach of the same or any other covenant or

condition, and any consent or approval shall not be deemed to waive or render unnecessary SUBLESSOR'S consent or approval to any subsequent similar action.

19.1 Definitions. As used in this paragraph, the following terms shall have the following meanings:

19.1.1 "Hazardous Material" means any substance, material or waste which is reasonably considered by SUBLESSOR to be posing an actual or potential threat to the health or safety of persons entering the Property or which is or at any time hereafter becomes regulated as "hazardous", "toxic" or under any other similar designation by any local, state or federal governmental authority. Such term includes, without limitation, (i) asbestos, (ii) any material, substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), (iii) any material, substance or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.) or (iv) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. § 6991, et seq.).

19.1.2 "Improvements" means the buildings and other improvements located on the Real Estate including, but not limited to, the premises.

19.1.3 "Property" means the Real Estate and the Improvements.

19.1.4 "Real Estate" means the tract of land under and surrounding the premises owned by the ORIGINAL LESSOR including, without limitation, all groundwater and other substances therein.

19.1.5 "Indemnified Person" means the owner of the Real Estate, SUBLESSOR, and any director, officer, employee, agent or invitee of the owner of the Real Estate or the SUBLESSOR.

19.2 Notices. SUBLESSOR and SUBLESSEE agree to promptly notify the other in the event such party becomes aware of the presence of any Hazardous Material or any underground storage tank on the property.

institute remedial action. SUBLESSEE will, within ten (10) days of receipt of such notice, at its sole cost and expense, commence such action as is specified by SUBLESSOR to remove all such Hazardous Material from the Property and will diligently pursue such action to completion. Such work will be performed in accordance with all applicable laws, ordinances and regulations governing such work. If SUBLESSEE fails to undertake the work required by this paragraph, SUBLESSOR may, at its option, to be exercised by notice to SUBLESSEE, (i) undertake such work, in which event SUBLESSEE shall reimburse SUBLESSOR for all costs and expenses, including the reasonable fees of attorneys, engineers and other consultants, incurred by SUBLESSOR in such work, or (ii) terminate this Sublease, without prejudice to any claim for damages resulting from SUBLESSEE'S breach hereof. However, SUBLESSOR shall not be under any obligation to exercise either of the remedies specified in the preceding sentence, and the remedies provided in this paragraph shall not be considered exclusive or preclude any claim by SUBLESSOR for damages or any other remedy which may be available under this Sublease or under law or in equity.

20. It is the intent and understanding of both parties that the covenants of this SUBLEASE are severable and, therefore, if any one or more covenants, agreements, or stipulations to be kept, performed, or observed by either or both of the parties, be declared or adjudged void, invalid, or unenforceable by any court of competent jurisdiction, then it is mutually agreed that the remaining portions of this SUBLEASE shall remain in full force and effect and the initial provisions merely be severed.

21. Nothing contained herein shall be deemed or construed by any person as creating a relationship of principal and agent or of partnership or of joint venture between SUBLESSOR and SUBLESSEE. It is understood and agreed that neither the method of computation of rent, nor any other provision hereof, nor any act of the parties hereunder, shall create a relationship between SUBLESSOR and SUBLESSEE other than that of landlord and tenant.

22. All covenants and agreements herein contained shall be binding upon, and inure to, the benefit of SUBLESSEE and SUBLESSOR, their heirs, executors, administrators, successors and assigns.

23. Whenever SUBLESSOR, as LESSEE under the ORIGINAL LEASE, is granted under the terms of the ORIGINAL LEASE the right or option (i) to renew the ORIGINAL LEASE for a period of time beyond the original term thereof, or (ii) to terminate, cancel or annul the ORIGINAL LEASE, SUBLESSEE shall not have the right to exercise such right or option granted to SUBLESSOR. Further, SUBLESSEE shall not have the right to give consent where consent must be given by the LESSEE under the terms of the ORIGINAL LEASE, unless SUBLESSOR shall first give its written permission to SUBLESSEE.

24. SUBLESSEE shall pay all charges for electricity, gas, heating, air conditioning, telephone, hot and cold water, and other utility services used on the premises, during the original or any renewal term hereof. Separate meters for the utility charges to the premises will be provided by ORIGINAL LESSOR at its sole expense, and SUBLESSEE shall pay directly to the utility company furnishing same the costs or charges for such utility services.

25. Any notice required or desired to be given to either party shall be in writing and be sent by registered or certified mail, return receipt requested, postage prepaid. Any such notice to SUBLESSOR shall be addressed to Fleming Companies, Inc., 6301 Waterford Blvd., P. O. Box 26647, Oklahoma City, Oklahoma 73126, Attention: Store Development. Any notice to SUBLESSEE shall be addressed to the premises.

Any such notice to the SUBLESSEE may be sent by SUBLESSOR'S agent, including, but not limited to, any attorney employed by BOROFF, HARRIS & HELLER, P.C., which firm is specifically authorized to act for the SUBLESSOR for purposes of giving such

not. Any notice sent by said attorney shall be as effective and as valid as if the same were mailed by SUBLESSOR.

26. This SUBLEASE shall be construed under and in accordance with the laws of the State of Pennsylvania, and all obligations of the parties created hereunder are enforceable in Delaware County, Pennsylvania.

27. This SUBLEASE sets forth the entire agreement between the parties hereto, both written and oral, and shall not be altered, amended or otherwise modified except in writing signed by the parties.

28. In the event that either party hereto requests any consent of the other, as omitted in this SUBLEASE, whether or not said party to whom the request is made consents thereto, or should either party hereto request the other to review and execute documents, whether such documents are for the benefit of the party making such request, or are for the benefit of a third party, the party making such request, or requesting such consent, shall pay to the other all reasonable counsel fees and other costs and expenses incurred by the reviewing party in connection therewith.

29. In the event that SUBLESSOR is responsible for taking action to enforce or protect SUBLESSOR'S rights under the ORIGINAL LEASE for the benefit of SUBLESSEE, SUBLESSEE agrees to reimburse SUBLESSOR, upon demand, for all reasonable counsel fees and other costs and expenses incurred in connection therewith.

30. SUBLESSEE further covenants and agrees to cooperate with SUBLESSOR in all respects of furnishing and fixturing the premises, including, but not limited to, the execution of any and all purchase orders and other documents, as may be required by SUBLESSOR, for furniture, fixtures and equipment to be installed in the premises. The duty of SUBLESSEE to so cooperate, or to pay for any such furniture, fixtures or

equipment which may be ordered by SUBLESSOR for SUBLESSEE'S benefit, shall be an event of default hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this SUBLEASE as of the day and year first above written.

SUBLESSOR-

FLEMING COMPANIES, INC.

(Corporate Seal)

Attest: *James M. Walker*
Assistant Secretary

By: *Robert W. Smith*
Vice President

SUBLESSEE-

C.B.A.M. MARKET, INC.

(Corporate Seal)

Attest: *Michael P. Wishing*

By: *[Signature]* M W

Witness: *John Maloney*

[Signature] (Seal)
Michael P. Wishing

Witness: *James M. O'Leary*

[Signature] (Seal)
Patricia A. Wishing

The commencement date of this SUBLEASE, as provided in Paragraph 2, Page 2 hereof, is agreed to be the _____ day of _____, 19 ____.

SUBLESSOR-

FLEMING COMPANIES, INC.

(Corporate Seal)

Attest: *James M. Halloran*
Assistant Secretary

By: *Robert W. Smith*
Vice President

SUBLESSEE-

C.E.A.M. MARKET, INC.

(Corporate Seal)

Attest: *[Signature]*

Witness: *John Maloney*

Witness: *Janis M. Amy*

By: *[Signature]* MW

[Signature] (Seal)
Michael P. Wishing

[Signature] (Seal)
Patricia A. Wishing

STATE OF OKLAHOMA
COUNTY OF Oklahoma

:
: SS.
:

BE IT REMEMBERED, that on this 4th day of December, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert J. Smith, Vice President of FLEMING COMPANIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, and James M. Walker, 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.

Terri L. Walker
Notary Public
Expires: 8-9-92

STATE OF *Penna* :
COUNTY OF *Montgomery* : SS.
:

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of C.B.A.M. MARKET, INC. a corporation duly organized, incorporated and existing under and by virtue of the laws of Pennsylvania, and _____ 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.

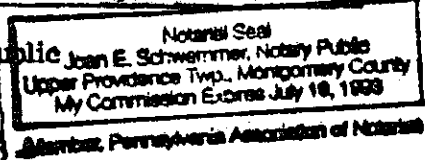
Joan E. Schwammer
Notary Public

Notarial Seal
Joan E. Schwammer, Notary Public
Upper Providence Twp., Montgomery County
My Commission Expires July 19, 1993
Member, Pennsylvania Association of Notaries

STATE OF *Penn* :
COUNTY OF *Montgomery* : SS.
:

BE IT REMEMBERED, that on this _____ day of _____, 198____, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared Michael P. Wishing and Patricia A. Wishing, known to me (or satisfactorily proven) to be the persons named in and who executed the foregoing instrument and they acknowledged to me that they signed the same as their voluntary act and deed for the purposes therein stated.

Joan E. Schwemmer

Notary Public ³  Notary Seal
Joan E. Schwemmer, Notary Public
Upper Providence Twp., Montgomery County
My Commission Expires July 18, 1998
Member, Pennsylvania Association of Notaries