
Exhibit C

Store # 995

401 Harmony Road

Gibbstown NJ

856-423-3440
609-653-6274

SUBLEASE AGREEMENT

cellphone 609-

This Agreement is made this 13th day of January, 1987, by and between **FLEMING COMPANIES, INC.**, an Oklahoma corporation whose home office is at Oklahoma City, Oklahoma, hereinafter referred to as **SUBLESSOR**, and **GREENWICH GROCERY CO., INC.**, t/a **FUNAR'S THRIFTWAY** collectively hereinafter referred to as **SUBLESSEE**.

WITNESSETH:

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

Beginning at a point in the Northerly right-of-way of New Jersey State Highway Route No. 44 said point being the following three (3) courses from the intersection of the New Jersey State Hwy. Rt. No. 44 and Harmony Road and proceeding along the center line of said Harmony Road North 22 degrees 07 minutes West 227'; Thence at right angles to the said center line of Harmony Road 50' to a point in the Westerly line of Harmony Road; Thence along the Northerly line of New Jersey State Highway Route No. 44 South 60 degrees 07 minutes 46 seconds West 153.32' to the point of beginning; Thence (1) Still along the Northerly line of N.J.S.H. Route No. 44 South 60 degrees 07 minutes 46 seconds West 74.98' to an angle point; Thence (2) Still along the Northerly line of N.J.S.H. Route No. 44 Soute 82 degrees 03 minutes 40 seconds West 738.00' to a point in the Easterly line of a Sanitary Sewage Pumping Station No. 2; Thence (3) Along said Easterly line North 07 degrees 56 minutes 20 seconds West 55' to a point; Thence (4) North 31 degrees 04 minutes 41 seconds West 85.30' to a point in the right-of-way and pole line in Atlantic City Electric Company right-of-way No. 107; Thence (5) Along said right-of-way North 08 degrees 55 minutes 19 seconds East 571.76' to a point in the boundry line of plat of subdivision of lands of William Pieta and Northwesterly line of 20' wide utility and access easement; Thence (6) Along said boundry line and easement in part to the Northeasterly

line of Wall Street; North 43 degrees 48 minutes 51 seconds East 440.93' to a point; Thence (7) North 46 degrees 50 minutes 02 seconds West 140.97' to a point; Thence (8) North 41 degrees 40 minutes 50 seconds East 421.00' to a point in the Westerly line of Harmony Road said Westerly line being 35' from center line; Thence (9) Along the Westerly line of Harmony Road South 22 degrees 07 minutes East 1026.81' to a point; Thence (10) Still along the Westerly line of Harmony Road South 17 degrees 55 minutes 38 seconds East 30.30' to a point; Thence (11) South 72 degrees 04 minutes 22 seconds West 150' to a point; Thence (12) South 17 degrees 55 minutes 38 seconds East 206.73' to a point and place of beginning;

under lease (hereinafter called "**ORIGINAL LEASE**") dated the day of , 19 , executed by **GIBBSTOWN SHOPPING CENTER ASSOCIATES**, 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 supermarket, 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.

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: | |
| 1-3 | \$3,937.50 |
| 4-5 | \$4,240.39 |
| Renewal Term Years: | |
| 1-2 | \$4,240.39 |
| 3-5 | \$4,543.27 |
| 6-10 | \$4,846.16 |
| 11-15 | \$5,149.04 |

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 | |
| 1-3 | \$1,625,000.00 |

| | |
|---------------------------|----------------|
| 4-5 | \$1,750,000.00 |
| <u>Renewal Term Years</u> | |
| 1-2 | \$1,750,000.00 |
| 3-5 | \$1,875,000.00 |
| 6-10 | \$2,000,000.00 |
| 11-15 | \$2,125,000.00 |

PLUS

To the extent available to **SUBLESSOR** under the terms of the **ORIGINAL LEASE**, specifically Article V, Section 5.1.B, **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 and elsewhere in the lease, if any; 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 Section 10.1 of the **ORIGINAL LEASE** and in Paragraph 9 hereof; plus

F. As additional rental, **SUBLESSEE'S** share of taxes and assessments as provided in Section 7.1 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, 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**.

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; 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 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, which consent shall not be unreasonably withheld. 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 New Jersey 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.

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 **SUBLEESSEE** is not indebted, directly or indirectly, to **SUBLESSOR**, including, but not limited to, any debts resulting from financing of furniture, fixtures, and equipment, or for any other reason, and has materially performed all of the covenants and agreements herein, **SUBLEESSEE** shall have the right at the termination of this **SUBLEASE** to remove all furniture, fixtures, and equipment installed on the premises and owned by **SUBLEESSEE**; provided, however, that the **SUBLEESSEE** 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 **SUBLEESSEE** 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, **SUBLEESSEE** 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 New Jersey, and ordinances of the Township of Greenwich, 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. **SUBLESSEE** agrees to keep in effect, at its expense, during the original or any renewal term of this **SUBLEASE**, a policy of fire and extended coverage, vandalism and malicious mischief and burglary insurance, and other forms of insurance as may be reasonably specified from time to time by **SUBLESSOR**, 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 and conditions of Article XII of the **ORIGINAL LEASE**. **SUBLESSEE** shall furnish to **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**. **SUBLEESSEE** agrees to name **SUBLESSOR**, **ORIGINAL LESSOR** and any mortgagee, as their interests may appear, as additional insureds. Nothing herein contained shall be construed to grant to **SUBLEESSEE** 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. **SUBLEESSEE** 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 **SUBLEESSEE** stores, maintains or uses anything on the premises which causes an increase in any such insurance premium cost, **SUBLEESSEE** 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, **SUBLEESSEE** 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 Article XV 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 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 twenty (20) days after notice thereof is given to **SUBLESSEE**, or if such default is of such a nature that it cannot reasonably be cured within said twenty (20) day period and **SUBLESSEE** has not proceeded with reasonable diligence and good faith to complete the curing thereof, 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** except as may be occasioned by the death of any one of the stockholders of **SUBLESSEE**, so long as one of the original stockholders continues in such capacity; 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 **SUBLESSEE** 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 **SUBLESSEE** shall remain liable to **SUBLESSOR** for all loss sustained by **SUBLESSOR** by reason of such termination, cancellation or repossession, including reasonable attorneys fees.

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. 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.

20. 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.

21. 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.

22. 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**.

23. **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.

24. 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. Any notice to **SUBLESSEE** shall be addressed to the premises.

25. This **SUBLEASE** shall be construed under and in accordance with the laws of the State of New Jersey, and all obligations of the parties created hereunder are performable in Gloucester County, New Jersey.

26. 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.

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

**SUBLESSOR-
FLEMING COMPANIES, INC.**

(SEAL)

Attest: _____
Assistant Secretary

By: _____
Vice President

**SUBLESSEE-
GREENWICH GROCERY CO., INC.**

(SEAL)

Attest: Mary Alvarez
Secretary

By: Joseph Lunari
President

STATE OF OKLAHOMA

:

: SS.

COUNTY OF

:

BE IT REMEMBERED, that on this day of , A.D., 19 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came , Vice President of FLEMING COMPANIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, and , 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.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF NEW JERSEY :
: SS.
COUNTY OF *Camden* :

BE IT REMEMBERED, that on this *3rd* day of *Nov.*, A.D., 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *Joseph Funari*, President of GREENWICH GROCERY CO., INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of New Jersey, and *Mary Silvestro*, 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.

Susan E. Hones

Notary Public

(SEAL)

My Commission Expires: _____

SUSAN E. HONES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 18, 1989

ARTICLE IX. WAIVER OF LIABILITY.

9.1 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 a 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 (i) acknowledge that the insured has waived and released its right of recovery pursuant to this paragraph and (ii) 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.

ARTICLE X. MAINTENANCE, CAPITAL IMPROVEMENTS AND WASTE.

10.1 MAINTENANCE AND CAPITAL IMPROVEMENTS. Subject to LESSOR'S duty to maintain, repair and replace the roof, slab and structural walls and to perform common area maintenance as provided in Section 2.1 hereof, and LESSOR'S obligations with respect to repair and reconstruction of the premises and shopping center pursuant to Section 12.1 hereof, LESSEE agrees, at its expense, to maintain the premises in good condition, including but not limited to, plumbing and the air conditioning and heating

PARTS

equipment. LESSEE shall have for this purpose pursuant to Section 3.3 hereof, the benefit of all contractors, manufacturers and sellers warranties and undertakings available to LESSOR, said warranties and undertakings being hereby specifically assigned to LESSEE for said purposes.

10.2 CAPTIAL IMPROVEMENTS. LESSEE shall have the right to make capital improvements to the premises as in this lease provided, but shall have no obligation to make capital improvements either to the premises or shopping center except as hereinafter set forth. (For purposes of this lease, the term "capital improvement" shall mean a value-adding addition or modification in excess of ordinary repairs and maintenance.)

In the event LESSEE shall be required by competent governmental authority to make capital improvements to the premises during the term of this lease or any extension thereof, it shall proceed to do so forthwith and shall have the right to recoup up to fifty percent (50%) of its costs and expenses for said capital improvements from percentage rent as provided in Section 5.1B(3) hereof.

In the event LESSOR shall be required by competent governmental authority to make capital improvements to the common areas of said shopping center, or in the event LESSOR, after first obtaining approval of LESSEE, voluntarily makes capital improvements to said common areas then and in either event LESSEE shall, upon being furnished by LESSOR with an itemized statement, properly documented, showing the computations used to determine the costs and expenses of said capital improvements and LESSEE'S prorata share thereof (determined as hereinabove provided for determination of common area maintenance charges as provided in Section 2.1 hereof) promptly pay a proportionate share of said prorata share based on the proportion that the number of years remaining in the original term of this lease and/or all renewal options then remaining available to LESSEE hereunder bears to the number of years of the asset life of said capital improvement as determined by agreement of the parties or in absence of agreement, by arbitration under the procedures set forth in Article XIV hereof.

19.10 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 thirteen (13) years of the term of this lease, request LESSOR to construct, at LESSOR'S expense, additional rental space as depicted on the Plot Plan attached as Exhibit "A", not exceeding 10,000 square feet, to be leased to LESSEE on the same terms and conditions as provided herein, except that the minimum rent payable by LESSEE to LESSOR with respect to such additional space, shall be determined as hereinafter provided. Any such additional space shall be constructed by LESSOR in accordance with specifications to be provided by LESSEE at the time that LESSEE requests the construction of the additional space. Upon receipt of such specifications from LESSEE, LESSOR shall obtain bids for such work from not less than three (3) good and reputable contractors, all of whom shall have been previously approved by LESSEE. Such bids shall then be forwarded to LESSEE who may approve any one of said bids or decline all three. Should LESSEE decline all bids, then LESSEE shall obtain a bid acceptable to it from a contractor, who is reasonably acceptable to LESSOR. Upon approval by LESSOR and LESSEE of a bid for construction of the additional space, LESSOR shall promptly undertake to have LESSEE'S store building enlarged by the contractor whose bid was approved and shall use all reasonable diligence for the completion of the construction of such additional space. Upon completion of construction of the additional space in accordance with the plans and specifications, the minimum rental provided for in this lease shall be increased annually by an amount equal to 12% of the total project costs associated with construction of the additional space. For purposes of the foregoing, the "total project costs associated with construction of the additional space" shall be the sum of (i) the amount of the approved construction bid (referred to above), (ii) a fair and reasonable allocation for the land underlying the additional space (based upon the original purchase price of the land), and (iii) such additional costs, such as financing costs, title insurance costs and the like, as are directly attributable to the construction of the additional space and are fair and

reasonable. LESSOR shall furnish to LESSEE such reasonable documentation setting forth LESSOR'S total project costs as LESSEE may request. The aforesaid increased rent shall commence being due and payable at the earlier of (i) the time construction of the additional space is substantially completed as hereinabove defined in Article 3 of this lease, (ii) at the time the additional space is opened for business, or (iii) such earlier time as is mutually agreed upon between LESSOR and LESSEE.

After the initial term of a tenant in any space adjacent to LESSEE, should any of the space in the Shopping Center immediately adjacent to LESSEE become available for rent at any time during the term of this Lease or any renewal thereof, then LESSOR shall be obligated to first offer such space to LESSEE for rent. LESSOR shall forward to LESSEE a proposal containing the financial terms of such a proposed rental and LESSEE shall have thirty (30) days following receipt of such proposal to notify LESSOR of its agreement with said financial terms and its desire to negotiate a lease extension for such space based on the stated terms. If LESSEE so notifies the LESSOR, the LESSOR shall then be obligated to proceed in good faith to negotiate such a lease extension. If LESSEE responds in the negative or fails to so respond, then LESSOR shall have the right to lease to a third party; however, if LESSOR shall attempt to, propose to, or does consummate a lease agreement with a third party on more favorable terms than those proposed to LESSEE hereunder, then Landlord shall have failed to meet its obligation to LESSEE under this Section of the lease.

19.11 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, including any expansion thereof pursuant to Section 19.10, by LESSEE, or any of LESSEE'S sub-tenants, 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 there is a mortgage on the premises, the LESSOR shall obtain the same waiver from the mortgagee.

AMENDMENT TO SUBLEASE AGREEMENT

THIS AMENDMENT TO SUBLEASE AGREEMENT is made and entered into this 30th day of December, 1996, by and between FLEMING COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as "Sublessor" and GREENWICH GROCERY CO., INC., hereinafter referred to as Sublessee.

Background:

A. Sublessee is the sublessee of store premises consisting of approximately 30,000 square feet located in the Gibbstown Shopping Center, Greenwich Township, Gloucester County, New Jersey, pursuant to a Sublease Agreement ("Sublease") by and between Sublessor and Sublessee dated January 13, 1987; and

B. The parties desire to amend the Sublease to provide that the premises shall be increased by 12,414 square feet, and have agreed to make certain modifications and amendments to the Lease as hereafter set forth.

NOW, THEREFORE, in consideration of the following covenants, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The provisions of the above Background are incorporated herein by reference.
2. The Original Lessor, pursuant to the Original Lease for the premises, has agreed to cause the renovation of 12,414 square

feet of space adjoining the premises, as depicted and identified on Exhibit "A" attached hereto and marked "Expansion Space", in accordance with the specifications attached, or to be attached, hereto as Exhibit "B".

3. The Original Lessor is responsible for all costs related to such renovation and expansion, and is responsible for, among other things, obtaining all municipal and governmental approvals required. Sublessor shall have no responsibility or obligation regarding any work in connection with such renovation and expansion.

4. The Expansion Space shall be incorporated into the Lease on the date when the Original Lessor has completed its work therein and the Expansion Space is delivered to Sublessee in such condition that Sublessee is able to commence its fixturing and fit-up work.

5. Upon completion of the Expansion Space, and its delivery to Sublessee, the Expansion Space, together with all renovations, alterations and related improvements contemplated, shall be and become a part of the premises ("Premises"), and wherever in the Sublease, as hereby amended, reference is made to the Premises, unless specific reference is otherwise made, the same shall thereafter be construed to apply to the enlarged Premises and the land on which the same stands.

6. The new minimum monthly rent for the Premises shall commence on the earlier of: (a) the date that Sublessee commences

business therein, or (b) sixty (60) days after Lessor delivers the Expansion Space to Sublessee.

Minimum weekly rent for the Premises shall be:

a. Seven Thousand Seven Hundred Ninety Three Dollars and Fifty Seven Cents (\$7,793.57) through March 31, 1998.

b. Eight Thousand Two Hundred Twenty One Dollars and Seventy Nine Cents (\$8,221.79) through March 31, 2003.

c. Eight Thousand Six Hundred Fifty Dollars and One Cent (\$8,650.01) through March 31, 2008.

7. The percentage rental for the Premises shall be as follows:

a. 1.125% of monthly gross sales in excess of \$3,216,395.00 through March 31, 1998;

b. 1.125% of monthly gross sales in excess of \$3,393,120.00 through March 31, 2003.

c. 1.125% of monthly gross sales in excess of \$3,569,845.00 through March 31, 2008.

8. Except as above modified, the Sublease Agreement is hereby ratified and reaffirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands and seals as of the date first written above.

Attest:

J. Bel
Asst. Sec.

Attest:

Mary Adesoro

SUBLESSOR:
FLEMING COMPANIES, INC.

BY: *Robert W. Smith*
SR. VICE PRES.

SUBLESSEE:
GREENWICH GROCERY CO., INC.

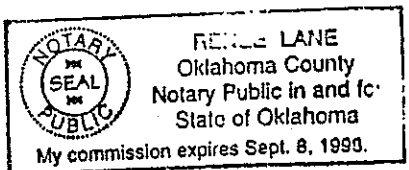
BY: *Joseph Furari*

STATE OF *Oklahoma* :
 : SS.
COUNTY OF *Oklahoma* :

BE IT REMEMBERED, that on this *19th* day of *March*, *1997*,
before me, the undersigned, a Notary Public in and for the County
and State aforesaid, came *Robert W. Smith, Sr. Vice Pres* of
Fleming Companies, Inc., and *James V. Bowick, Asst. 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 first above written.

Denise Lane
Notary Public



STATE OF

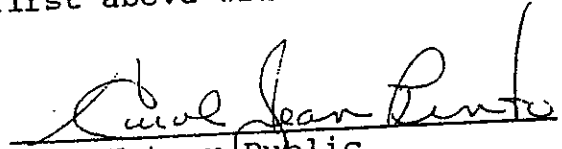
:
: SS.
:

COUNTY OF

BE IT REMEMBERED, that on this 30th day of December, 1996, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph Lunari, Mary Salvestroff Greenwich Grocery Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of

, 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 first above written.



Notary Public
CAROL JEAN PINTO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 4, 1997