

Exhibit C

SUBLEASE AGREEMENT

This Agreement is made this 23rd day of January, 1989, by and between FLEMING COMPANIES, INC., an Oklahoma corporation whose home office is at Oklahoma City, Oklahoma, hereinafter referred to as SUBLESSOR, and MARRAZZO'S QUALITY MARKET, INC. and SAMUEL MARRAZZO and MARGARET MARRAZZO, 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:

LAND DESCRIPTION

ALL THAT CERTAIN tract or parcel of land situate in the Township of Hamilton, County of Mercer and the State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Northeasterly line of Nottingham Way (66.00 feet wide) where the same is intersected by the Easterly line of Block S-601, Lot 114 and from said beginning point runs; thence, along said Lot 114 (1) N. 13° 27' 32" E. 513.79 feet to a point in the division line of Washington Township and Hamilton Township, said division line being known as the "Province Line"; thence, along said division line (2) S. 27° 30' 03" E. 786.15 feet to a point in the Northeasterly line of New Jersey State Highway Rt. 33, said point being 47.00 feet as measured at right angles to the centerline of said Highway Rt. 33; thence, along said Highway Rt. 33 (3) N. 66° 11' 30" W. 363.83 feet to a point; thence, still along the same (4) S 23° 48' 30" W. 14.00 feet to a point in the aforementioned Northeasterly line of Nottingham Way; thence, along said Nottingham Way (5) N. 66° 11' 30" W. 157.44 feet to the point and place of beginning.

SAID ABOVE DESCRIBED tract of land containing within said bounds 3.006 acres.

SAID ABOVE DESCRIPTION being in conformance with a plan entitled "Final Plan Subdivision of Property of Princeton Arms and Carteret Realty Corp." prepared by Van Note-Harvey Associates dated November 7, 1984 and filed in the Mercer County Clerks office April 23, 1985 as map number 2670, and also a plan entitled "Survey of Property for Washington Square and Devonshire Arms" prepared by Nassau Surveying Company, Inc. dated October 10, 1980.

AND

ALL THAT CERTAIN tract or parcel of land situate in the Township of Washington, County of Mercer and the State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Northeasterly line of New Jersey State Highway Rt. 33 where the same is intersected by the Westerly line of Washington Blvd. (variable width), said point being 47.00 feet as measured at right angles from the centerline of Rt. 33 and from said beginning point runs; thence, along said line of Rt. 33 (1) N. 66° 11' 30" W. 243.69 feet to a point in the division line of Hamilton Township and Washington Township; thence, along said division line, said division line also being the Easterly line of Block S-601, Lot 41 (2) N. 27° 30' 03" W. 786.15 feet to a point in the Easterly line of Section 3, Lot 7; thence, along said Lot 7 (3) N. 13° 27' 32" E. 978.99 feet to a point in the Southwesterly line of Line Road (80.00 feet wide); thence, along said Line Road, on a curve to the right with a radius of 760.00 feet (4) Southeastwardly, an arc distance of 311.86 feet to a point of tangency; thence, still along the same (5) S. 19° 24' 50" E. 379.63 feet to a point of intersection of the said Southwesterly line of Line Road with the aforementioned Westerly line of Washington Blvd.; thence, along said Washington Blvd. (6) S. 19° 24' 50" E. 502.89 feet to a point; thence, still along the same (7) S. 17° 49' 22" E. 180.01 feet to a point of curvature; thence, on a curve to the right with a radius of 555.00 feet (8) Southeastwardly, an arc distance of 418.68 feet to a point; thence, still along the same (9) S. 23° 48' 30" W. 18.14 feet to a point; thence, still along the same (10) S. 33° 25' 49" W. 46.25 feet to a point; thence, still along the same (11) S. 62° 39' 32" W. 31.89 feet to a point; thence, still along the same (12) S. 89° 28' 18" W. 73.83 feet to the point and place of beginning.

SAID ABOVE DESCRIBED tract of land containing within said bounds 16.702 acres.

SAID ABOVE DESCRIPTION being in conformance with a plan entitled "Final Plan Subdivision of Property of Princeton Arms and Carteret Realty Corp." prepared by Van Note-Harvey Associates dated November 7, 1984 and filed in the Mercer County Clerks office on April 23, 1985 as map number 2670.

under lease (hereinafter called "ORIGINAL LEASE") dated the 23rd day of January, 1989, executed by CARTERET REALTY CORP. and PETTINARO ENTERPRISES, collectively, 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:		

1-2	\$6,089.07	8.6624
3-5	\$6,458.10	9.1874
Renewal Term Years:		
1-2	\$7,749.73	11.0250%
3-5	\$8,487.80	12.0750
6-10	\$8,856.83	12.5299
11-15	\$9,225.86	13.1249

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:	
1-2	\$2,360,650.00
3-5	\$2,512,950.00
<u>Renewal Term Years</u>	
1-2	\$2,969,850.00
3-5	\$3,198,300.00
6-10	\$3,350,600.00
11-15	\$3,502,900.00

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, 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; charitable bakery or 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. 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, 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 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 New Jersey, and ordinances of the Township of Washington, 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 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 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, 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 notice. Any notice sent by said attorney shall be as effective and as valid as if the same were mailed by SUBLESSOR.

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 Mercer 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.

27. In the event that either party hereto requests any consent of the other, as permitted in this lease, 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 any

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 thereof.

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: James Cash
Assistant Secretary

By: Robert W. Smith
Vice President

SUBLESSEE-

MARRAZZO'S QUALITY MARKET, INC.

(SEAL)

Attest: _____

By: Samuel Marrazzo (Seal)
PRES

Witness: _____

Samuel Marrazzo (Seal)
Samuel Marrazzo
Individually and Jointly

Witness: _____

Margaret Marrazzo (Seal)
Margaret Marrazzo
Individually and Jointly

The commencement date of this SUBLEASE, as provided in Paragraph 2, Page 2 hereof, is agreed to be the 23rd day of January, 1989.

SUBLESSOR-

FLEMING COMPANIES, INC.

(SEAL)

Attest: *James Cecil*
Assistant Secretary

By: *Robert W. Smith*
Vice President

SUBLESSEE-

MARRAZZO'S QUALITY MARKET, INC.

(SEAL)

Attest: _____

By: *Samuel Marrazzo* Pres

Witness: *Marie Cotana*

Samuel Marrazzo (Seal)
Samuel Marrazzo
Individually and Jointly

Witness: *Marie Cotana*

Margaret Marrazzo (Seal)
Margaret Marrazzo
Individually and Jointly

State of New Jersey
County of Mercer

Sworn to and Subscribed before me
this the 16 day of November 1988

Sandra Fasulka

Notary Public of New Jersey
SANDRA Y. FASULKA
My commission expires October 31, 1991

STATE OF OKLAHOMA :
 : SS.
COUNTY OF *OKLAHOMA* :

BE IT REMEMBERED, that on this *23rd* day of *January*, 19*89*, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *Robert W. 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 W. Clark*, ~~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.

Needa L. Trease

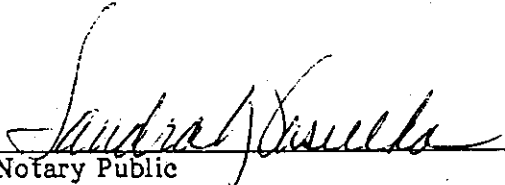
Notary Public

my Commission Expires: 1/15-92

STATE OF New Jersey :
 : SS.
COUNTY OF Mercer :

BE IT REMEMBERED, that on this 16 day of November , 19 88, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Samuel Marrazzo, Margaret Marrazzo of MARRAZZO'S QUALITY MARKET, 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 last above written.


Notary Public
Notary Public of New Jersey
SANDRA Y. FASULKA
My commission expires October 31, 1991

STATE OF New Jersey
COUNTY OF Mercer

:
: SS.
:

BE IT REMEMBERED, that on this 16 day of November, 1988, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared SAMUEL MARRAZZO and MARGARET MARRAZZO, 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.



Notary Public

Notary Public of New Jersey
SANDRA Y. FASULKA

My commission expires October 31, 1991