EXHIBIT "A"
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ORIGINAL
NUMBER 1 OF
4 EXECUTED
COUNTERPARTS

BUILD AND LEASE AGREEMENT

LESSOR -

JOSEPH A. GRACE

and

CAROL A. GRACE

LESSEE -

FLEMING COMPANIES, INC.

Premises:

Dutton Mills Shopping Village

NBSC

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BUILD AND LEASE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 19 __, by and between JOSEPH A. GRACE and CAROL A. GRACE, his wife, whose address is P.O. Box 91, Chadd's Ford, Pennsylvania 19317, hereinafter called the LESSOR, and FLEMING COMPANIES, INC., an Oklahoma corporation with an office at Oklahoma City, Oklahoma, hereinafter called the LESSEE.

W I T N E S S E T H :

WHEREAS, the LESSOR desires to construct a building (hereinafter called "the premises"), containing approximately 35,000 square feet and constituting a part of the Dutton Mill Shopping Village (hereinafter called the "Shopping Center") which Shopping Center is, or will be, located upon the following described real estate:

LAND DESCRIPTION

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.

BEING Folio No. 02-00-01470-02
BEING Folio No. 02-00-01472-00

and the LESSEE desires to lease the premises upon the terms and conditions hereinafter set forth; and

WHEREAS, LESSOR is lessee of that ground upon which the Shopping Center is to be constructed, pursuant to a long term ground lease with Jean G. Sezna, Trustee, Testamentary Trust Under the Will of W. W. Sezna, Jean G. Sezna, Trustee, Children's Trust (1961), The J and J Corporation, a Delaware Corporation, which ground lease is to terminate on December 31, 2034.

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants to be performed, the parties hereto agree as follows:

ARTICLE I. OWNERSHIP.

1.1 OWNERSHIP. The LESSOR covenants that it has good leasehold title to the real estate containing the premises and that the LESSEE, upon paying the rentals herein reserved and observing, performing and keeping all and singular the covenants and agreements herein specified to be kept and performed by LESSEE, shall have the exclusive right to, and lawfully, peacefully, and quietly have, hold, use, occupy, possess and enjoy the premises hereby leased and the non-exclusive right as to the common areas for and during the term hereof, without any hindrance eviction, molestation, or interruption of or by the LESSOR, or any person or persons. LESSOR covenants that at the commencement of this Lease, no zoning or other ordinance, law, regulation, or restrictive covenant prevents use of the premises for any lawful commercial purpose as contemplated by Section 17.2 hereof.

1.2 IMPINGEMENT. Except for the ground lease referred to above, and as herein provided, LESSOR warrants and guarantees that there are no prior documents of record, nor unrecorded documents within the knowledge of LESSOR, which will permit third parties to impinge upon the rights of LESSEE under this lease by use or occupancy of adjacent property, or of the premises, the parking

area, or the other common use areas as shown on the plot plan attached to and made a part of this lease as Exhibit "A". LESSOR shall not make any deviations or variations in the construction or use of the plotted area from that shown on said plot plan without the prior written consent of LESSEE. LESSOR covenants and agrees that no building in the Shopping Center shall be higher than one (1) story.

ARTICLE II. COMMON AREAS AND CHARGES.

2.1 COMMON AREAS. The premises are to be located as approved by the parties as shown on the plot plan marked Exhibit "A", attached hereto and incorporated herein. LESSOR agrees that the use and occupancy by the LESSEE of the premises shall include the use in common with others entitled thereto including its customers, suppliers, visitors and invitees, of the common areas, employees' parking areas, service roads, loading facilities, sidewalks, and customers' parking areas, all as shown on Exhibit "A" and all future facilities and common areas designed for common use, subject, however, to the terms and conditions hereinafter set forth; all of such areas and facilities being hereinafter collectively termed "common areas". The LESSOR covenants and agrees that it shall maintain the common areas of the Shopping Center in good operating condition and repair (hereinafter called "common area maintenance"), adequately drained and reasonably free from rubbish and debris, any grass mowed, properly landscaped and the LESSOR shall promptly stockpile or remove all snow and ice from the sidewalks, parking and driveway areas and cause all remaining surface ice to be treated with sand, salt or similar abrasive. The LESSOR shall resurface the sidewalk, parking and driveway areas when the same shall be reasonably necessary together with the restriping of the parking areas. The LESSOR shall keep the common areas of the Shopping Center well lighted during such hours of darkness as LESSEE shall remain open for business and for a period of one (1) hour thereafter.

2.2 COMMON AREA EXTENDED HOUR LIGHTING. Should the LESSEE'S normal business operating hours cease prior to midnight, twelve o'clock a.m., then LESSEE shall be liable for only its proportionate share of the parking and common area lighting energy expense in the Shopping Center, such share to be determined by the proportion which the number of square feet of floor space in the premises bears to the proposed total number of square feet in said Shopping Center as depicted on Exhibit "A".

In the event LESSEE, in its sole discretion, desires to remain open for business after midnight, twelve o'clock a.m., then LESSEE agrees to pay on demand as additional rental an amount which is computed by multiplying the number of hours (not exceeding eight hours daily) LESSEE remains open after midnight, twelve o'clock a.m., times the wattage of common area parking lot lighting (which LESSOR agrees to meter separately) times the lowest utility rate applicable. Provided, should other tenants in the Shopping Center remain open after midnight, twelve o'clock a.m., then LESSEE shall pay only a prorata amount arrived at by taking into consideration the number of hours such other tenant(s) remain open for business and the square footage of such tenants leased premises. LESSOR shall be required to send LESSEE a monthly statement setting forth LESSEE'S proportionate share of the parking and common area lighting energy expense, denoting clearly the computations during normal business hours together with the computation used should LESSEE elect to remain open for business after midnight, twelve o'clock a.m., in accordance with the terms and conditions as hereinabove set forth. LESSEE agrees to pay such common area extended hour lighting as additional rental under Section 5.1C hereof.

2.3 COMMON AREA MAINTENANCE. LESSEE agrees to pay as additional rent, pursuant to Section 5.1D hereof, up to Thirty Five Thousand Dollars ($35,000.00) as LESSEE'S estimated annual prorata share (determined by the

proportion which the number of square feet of floor space in the premises bears to the number of square feet in the proposed Shopping Center as depicted on Exhibit "A" hereof) of the expense of common area maintenance of the Shopping Center shown on Exhibit "A" attached, for the first year of the lease term. LESSEE'S prorata share shall be payable monthly in the amount of Two Thousand Nine Hundred Sixteen Dollars and Sixty Seven Cents ($2,916.67) on or before the first day of each month in advance.

During succeeding years of the lease term and renewal terms, the above-described additional rental shall be calculated as hereinafter set forth. Within thirty (30) days after the end of each calendar year, during the original or any renewal term of this Lease, LESSOR agrees to furnish to LESSEE a statement itemized in reasonable detail, setting forth the total expenses for such common area maintenance charges for such calendar year. LESSOR and LESSEE shall meet and review said itemized statement; determine LESSEE'S prorata share thereof (as hereinabove defined) and make adjustments for any underpayment of LESSEE'S prorata share which underpayment LESSEE shall pay with LESSEE'S next monthly payment of said expenses, and for any overpayment of LESSEE'S prorata share, which overpayment shall be credited against LESSEE'S next monthly payment of said expenses. At such meeting LESSOR and LESSEE shall estimate LESSEE'S prorata share of the expenses of maintaining the common area maintenance for the succeeding calendar year, and LESSEE'S monthly payment of said prorata share shall be adjusted accordingly.

Notwithstanding anything provided in this paragraph to the contrary, it is agreed and understood that the LESSEE'S prorata share of the repair and maintenance costs attributable to common area maintenance of the Shopping Center shall not include any of the following:

a. Charge for any item that was or should have been originally constructed under the plans and specifications of the Shopping Center.

b. Charge for any item of equipment or capital improvements (capital improvements shall mean a valuable addition made to the premises and common areas in excess of ordinary repairs and maintenance) that is properly chargeable to capital expense or capital improvements under recognized and accepted accounting principles and standards and not properly chargeable to LESSEE under Section 10.2 hereof;

c. Any charge for LESSOR'S overhead and profit;

d. Charge for LESSOR'S administrative costs and expenses in administering the common area charges.

Should LESSOR fail to perform common area maintenance as herein provided, then, and in that event, LESSEE may, at its sole option and in addition to the remedy of specific performance and all other remedies available to LESSEE hereunder, undertake to perform said common area maintenance and pursue all remedies available to it under Section 15.2 hereof, including deduction of its costs from those certain items due or to become due LESSOR during the term of this Lease or any extension thereof as specified in said Section 15.2.

ARTICLE III. CONSTRUCTION OF PREMISES.

3.1 CONSTRUCTION. The LESSOR agrees to cause construction of the premises and other improvements in accordance with the plot plan as approved by all governmental controlling jurisdictions, attached hereto as Exhibit "A" and the specifications marked Exhibit "B", attached or to be attached hereto and incorporated herein. This Lease shall not be effective until such specifications, Exhibit "B", and the plot plan, Exhibit "A", have been so attached and have been initialed by both parties. The LESSOR agrees to require all contractors used in said construction to furnish a performance bond with sufficient surety acceptable to LESSEE. The LESSOR shall provide water, sewer, gas, electrical and other

utilities. LESSEE shall have the right to review the elevation drawing. In the event that the premises are not completed and ready for occupancy by March 1, 1991, and LESSEE cancels and terminates this Lease, LESSOR agrees that it shall not lease the premises for a food use for a period of one (1) year after the date of such Lease cancellation.

The LESSOR agrees that, at the option of the LESSEE, this Lease shall become null and void if construction of the Shopping Center, including the premises, is not commenced on or before March 1, 1990, and completed and ready for occupancy on or before November 1, 1990, causes or conditions beyond the control of LESSOR only, excepted; provided, however, that if the premises are not completed and ready for occupancy on or before March 1, 1991, irrespective of cause, and irrespective of whether such cause is beyond the control of LESSOR and not withstanding the provisions of Article XVIII hereof to the contrary, LESSEE, in its sole discretion is hereby granted the option to cancel and terminate this Lease or pursue those additional remedies available to it as hereinafter in this paragraph provided.

Upon completion of said premises ready for occupancy, LESSOR shall notify LESSEE in writing and LESSEE shall thereafter promptly cause an inspection of said premises to be made and upon completion of said inspection, shall furnish to LESSOR a "punch list" of defective and incomplete items and items that do not conform to the plans and specifications hereto attached as Exhibit "A" and "B". Upon receipt of said punch list, LESSOR shall promptly take such action necessary to place all such listed items in a condition acceptable to LESSEE.

Construction of the premises shall not be considered complete until it is substantially completed, (substantially completed shall mean complete except those items listed in said punch list, which can be and will be corrected and

completed within thirty (30) days by LESSOR in accordance with the specifications of Exhibit "B" hereof, none of which items would materially interfere with or impair the LESSEE'S use of the premises and to an extent which will permit LESSEE to perform necessary work in installing its trade fixtures and equipment) including, but not limited to toilet fixtures, office space, vinyl floor covering, automatic pressure-pad doors, light fixtures, including tubes and globes, boiler, heating, refrigerated air conditioning, enclosed machine rooms, curtain walls and partitions, and electrical and plumbing requirements complete to the point of connection of fixtures, equipment, checkstands and signs; interior and exterior decoration completed, parking areas completely surfaced, with adequate lighting and initial traffic control, service roads, sidewalks, loading facilities, all to be in accordance with specifications (Exhibit "B") to be supplied by LESSEE. LESSOR agrees to construct LESSEE'S premises in full compliance with the then-existing Insurance Service Organization ratings. Upon completion of construction, LESSOR agrees to provide LESSEE with a rating sheet for LESSEE'S premises from the Insurance Service Organization indicating deficiencies, if any.

It is further agreed that in no event shall this Lease or any rental payable hereunder commence until all streets and highways and parking areas, as shown on Exhibit "A" attached hereto, have been fully paved and are open for public use.

3.2 PUNCH LIST. LESSEE agrees to accept the premises in the condition existing on the rent commencement date, subject to LESSEE'S "punch list" being completed. In the event of LESSOR'S failure to complete construction of said premises on or before the agreed date of completion as above set forth or failure to complete said punch list items within thirty (30) days after receipt thereof, then LESSEE, at its sole option, and in addition to the remedy of specific performance and all other remedies available to LESSEE herein, may complete construction of said premises or said punch list items as the case may be and

pursue all remedies available to it under Section 15.2 hereof including deduction of LESSEE'S costs from those certain items due or to become due to LESSOR during the term of this Lease or any extension thereof as specified in said Section 15.2. It is further agreed in advance that all such costs incurred by LESSEE in completion of construction or completion of punch list items are deemed reasonable and proper.

In the event that LESSEE elects to complete construction of said premises or punch list items it may demand from LESSOR'S mortgagee all loan proceeds then remaining available under LESSOR'S note and mortgage which shall be necessary for said purposes and LESSOR hereby gives and grants to LESSEE a special power of attorney to take and utilize said loan proceeds in the manner herein provided and authorizes said mortgagee to make such loan proceeds available for such purposes to said LESSEE in its place and stead.

LESSOR covenants that the premises to be constructed shall, at the commencement of the term hereof and subject to LESSEE'S punch list being completed, be structurally sound and in good tenantable condition.

3.3 CORRECTION OF LATENT DEFECTS. LESSOR agrees to correct latent defects (a defect which is a departure from plans and specifications not apparent upon ordinary and reasonable inspection) that become apparent after the commencement of this Lease. In the event LESSEE corrects latent defects it shall have the right to recoup up to one hundred percent (100%) of its expenses incident thereto from percentage rent required to be paid by LESSEE herein.

In the event LESSEE completes construction of punch list items or corrects latent defects pursuant to this Section 3.3 or furnishes maintenance or repair pursuant to Sections 2.3 or 10.1 hereof, LESSEE is hereby authorized to assert all of LESSOR'S rights, claims, actions and causes of action in its name or in the name of LESSOR with respect to any and all rights LESSOR might have or possess

in manufacturer's and/or supplier's warranties or undertakings express or implied, relating to the property or any fixture and the performance bonds of any contractor.

From and after the commencement date of the term hereof and subject to LESSOR'S duty to correct latent defects as above provided, LESSEE shall have full responsibility for maintenance and repair of said premises pursuant to the provisions and subject to the limitations of Section 10.1.

ARTICLE IV. TERM, COMMENCEMENT DATES, HOLDING OVER AND OPTIONS.

4.1 TERM. The LESSOR agrees to and does hereby lease the premises to the LESSEE for the original term of twenty (20) years which shall commence on the LEASE COMMENCEMENT DATE as hereinafter defined.

4.2 RENT COMMENCEMENT DATE. The date LESSEE shall commence the payment of rent (RENT COMMENCEMENT DATE) shall be (a) on the first day the premises are open for business or (b) forty-five (45) days after LESSOR has delivered to LESSEE (i) the premises in a substantially completed condition, (ii) written notice that the work to be performed by LESSOR has been substantially completed, and (iii) a certificate of occupancy (or its equivalent) if the same shall be issuable in accordance with local law or custom whichever is earlier. The lease commencement date (LEASE COMMENCEMENT DATE) shall be the first day of the month next succeeding the month during which rent commences and the lease term shall terminate at 11:59 p.m. on the last day of the twenty (20) year term hereafter.

4.3 LEASE COMMENCEMENT DATE. The LEASE COMMENCEMENT DATE shall be set forth in a notification letter provided by LESSOR to LESSEE which shall be attached to this Lease setting forth the LEASE COMMENCEMENT DATE, RENT COMMENCEMENT DATE and the amount of the accrued rental due

LESSOR during the period beginning on the RENT COMMENCEMENT DATE and ending on the day prior to the LEASE COMMENCEMENT DATE hereinafter referred to as "interim rental period."

All rental accrued for said interim rental period shall be payable together with and at the time for the first payment of minimum rent hereunder as provided in Section 5.1 hereof and shall be computed by multiplying the amount of minimum monthly rental as set forth in Section 5.1A hereof by the proportion that the number of days in said interim rental period bears to the total number of days in the month during which the RENT COMMENCEMENT DATE occurs.

4.4 HOLDING OVER. It is agreed that if at the end of the original term of this Lease or any option hereof, LESSEE, in its sole discretion shall deem it necessary to remain in occupancy of said premises beyond the termination date of the Lease, LESSEE may do so for a period of time up to one hundred twenty (120) days. For any such extension period, the rent will be one and one-half (1.5) times the minimum monthly rent. LESSEE shall give LESSOR sixty (60) days notice should such extension be necessary.

Except as provided above, if LESSEE remains in possession of the premises after the expiration of this Lease, and without the execution of a new lease, it shall be deemed to be occupying the premises as a tenant from month-to-month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

4.5 FAILURE TO OPEN PREMISES. It is agreed that LESSEE shall not be obligated to open the premises for business and if LESSEE elects not to open said premises, it will continue to pay the rental as set forth in Section 5.1 of this Lease; provided, however, LESSEE shall under no circumstances be liable to LESSOR for any obligation for percentage rent under Section 5.1B hereof. In the event LESSEE fails to open the premises for business and it remains unopened for

a period of ninety (90) days from the date it could have opened pursuant to the terms of this Lease, then upon written notice given to the LESSEE by the LESSOR, the LESSOR may elect to cancel and terminate this Lease. Upon termination and cancellation of this Lease, the parties shall be relieved of any further liability hereunder.

4.6 RENEWAL OPTIONS AND EXTENSIONS. It is further agreed that, at the expiration of the original term, the LESSEE shall have the option at its sole discretion, to extend and renew this Lease for four (4) additional terms (hereinafter "renewal options") of five (5) years each, upon the same terms and conditions as provided in this Lease. The LESSOR shall be notified of the LESSEE'S intent to exercise its option to renew for the next succeeding option period at least six (6) months prior to the end of the original term or the then current option period. Should LESSEE fail to exercise any of its renewal options in the manner and at the time above set forth, then this Lease shall terminate at the end of the then current term. It is further agreed that LESSEE shall have the right, at its sole option, to extend this Lease for an additional term not to exceed seven (7) years, if necessary to permit reconstruction and repair of the premises after its damage or destruction, in accordance with the provisions of Section 13.1 and 13.2 hereof. Further, LESSEE shall have the option to extend this Lease for the period necessary to recoup its costs in event of LESSOR default as provided in Section 15.2 hereof; provided: any provision in this Lease to the contrary notwithstanding, this Lease shall in no event be extended beyond the original term and renewal options as provided herein for an additional period in excess of the original term hereof.

ARTICLE V. MINIMUM RENT, PERCENTAGE RENT AND ADDITIONAL RENT.

5.1 RENT. As rent for the premises, the LESSEE agrees to pay to the LESSOR at P.O. Box 91, Chadd's Ford, Pennsylvania 19317, or such other place as is mutually agreed upon, the following amounts:

A. A minimum monthly rental of:

(1) During years 1 through 3 inclusive of the original term, a minimum monthly rental of Twenty Six Thousand Two Hundred Fifty Dollars ($26,250.00);

(2) During years 4 through 7 inclusive of the original term, a minimum monthly rental of Twenty Nine Thousand One Hundred Sixty Six Dollars and Sixty Six Cents ($29,166.66);

(3) During years 8 through 10 inclusive of the original term, a minimum monthly rental of Thirty Thousand Six Hundred Twenty Five Dollars ($30,625.00);

(4) During years 11 through 20 inclusive of the original term, a minimum monthly rental of Thirty Three Thousand Six Hundred Eighty Seven Dollars and Fifty Cents ($33,687.50);

(5) During years 1 through 5 inclusive of the first extended renewal period, if exercised, a minimum monthly rental of Thirty Seven Thousand Forty One Dollars and Sixty Seven Cents ($37,041.67);

(6) During years 6 through 10 inclusive of the second extended renewal period, if exercised, a minimum monthly rental of Thirty Seven Thousand Forty One Dollars and Sixty Seven Cents ($37,041.67);

(7) During years 11 through 15 inclusive of the third extended renewal period, if exercised, a minimum monthly rental of Forty Thousand Seven Hundred Forty Five Dollars and Eighty Three Cents ($40,745.83);

(8) During years 16 through 20 inclusive of the fourth extended renewal period, if exercised, a minimum monthly rental of Forty Thousand Seven Hundred Forty Five Dollars and Eighty Three Cents ($40,745.83);

PLUS

B. Percentage rent according to the following schedule:

(i) During years 1 through 3 inclusive of the original term, an amount equal to 1% of annual gross sales, as defined herein, in excess of Thirty One Million Five Hundred Thousand Dollars ($31,500,000.00) made from the premises;

(ii) During years 4 through 7 inclusive of the original term, an amount equal to 1% of annual gross sales, as defined herein, in excess of Thirty Five Million Dollars ($35,000,000.00) made from the premises;

(iii) During years 8 through 10 inclusive of the original term, an amount equal to 1% of annual gross sales, as defined herein, in excess of Thirty Six Million Seven Hundred Fifty Thousand Dollars ($36,750,000.00) made from the premises;

(iv) During years 11 through 20 inclusive of the original term, an amount equal to 1% of annual gross sales, as defined herein, in excess of Forty Million Four Hundred Twenty Five Thousand Dollars ($40,425,000.00) made from the premises;

(v) During years 1 through 5 inclusive of the first extended renewal period, if exercised, an amount equal to 1% of annual gross sales, as defined herein, in excess of Forty Four Million Four Hundred Fifty Thousand Dollars ($44,450,000.00) made from the premises;

(vi) During years 6 through 10 inclusive of the second extended renewal period, if exercised, an amount equal to 1% of annual gross sales, as defined herein, in excess of Forty Four Million Four Hundred Fifty Thousand Dollars ($44,450,000.00) made from the premises;

(vii) During years 11 through 15 inclusive of the third extended renewal period, if exercised, an amount equal to 1% of annual gross sales, as defined herein, in excess of Forty Eight Million Eight Hundred Ninety Five Thousand Dollars ($48,895,000.00);

(viii) During years 16 through 20 inclusive of the fourth extended renewal period, if exercised, an amount equal to 1% of annual gross sales, as defined herein, in excess of Forty Eight Million Eight Hundred Ninety Five Thousand Dollars ($48,895,000.00).

Notwithstanding anything to the contrary set forth herein, LESSEE shall always have the right to close its store as provided in Section 17.2 hereof and upon said closing, LESSOR shall have no claim whatsoever to percentage rental or loss thereof under this Section 5.1B.

Percentage rental, as specified in this Section 5.1B to be paid by LESSEE to LESSOR shall be reduced, in addition to those sums paid by LESSEE to cure LESSOR'S default pursuant to Section 15.2 hereof, by an amount (which shall be first applied in reduction of said percentage rental) equal to those sums paid by LESSEE against the following items during the year next preceding such percentage rent payment and if said percentage rent be insufficient to cover the full amount of said items for any year during the term of this Lease or any extension thereof, the resulting deficiency shall accumulate and as so accumulated shall be deductible from percentage rent for the next succeeding year(s) until all of said items deductible hereunder have been fully deducted.

(1) One hundred percent (100%) of LESSEE'S expenses incurred in correction of latent defects under Section 3.3.

(2) One hundred percent (100%) of any lump sum assessment required to be paid by LESSEE as provided in Section 7.2.

(3) One hundred percent (100%) of the expense for capital improvements to the premises or Shopping Center required to be paid by LESSEE as provided in Section 10.2.

(4) Expenses incurred by LESSEE due to extensions of time for performance granted to LESSOR under Article XVIII "Force Majeure".

C. Payment of common area extended hourly lighting as provided in Section 2.2 hereof.

D. Common area maintenance charges, payable monthly as set forth under Section 2.3 hereof.

E. Taxes and assessments against the premises as provided in Section 7.1 hereof.

F. Public Liability and Property Damage Insurance payments as set forth in Article VIII hereof.

G. Fire and Extended Coverage and Rent Abatement Insurance annual payments as provided in Sections 12.1 and 12.2 hereof.

5.2 GROSS SALES. 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 LESSEE 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 LESSEE from customers to be remitted to any governmental agency or unit; merchandise transfers from one of LESSEE'S or SUBLESSEE'S stores to another; sales of lottery tickets, and proceeds paid to LESSEE 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 LESSEE'S customers where charges for said sales and services are for the purpose of reimbursement of LESSEE'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 LESSEE where LESSEE merely permits said machines to be operated on the premises; provided, however, that LESSEE'S gross receipts shall include any compensation LESSEE 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.

LESSOR shall have the right, at any time, but no more than once a year, and from time to time, at LESSOR'S expense, to have audits made of the records of sales which occur on the premises.

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 year immediately preceding. LESSEE'S statements for other prior lease periods shall be deemed to have been accepted by LESSOR and be incontestible.

5.3 TIME FOR PAYMENT. From and after the LEASE COMMENCEMENT DATE as defined in Section 4.3 hereof, minimum monthly rent for each calendar month shall run from the first day of the month to the last day of said month, and shall be paid on or before the first day of each month in advance. In the event that the RENT COMMENCEMENT DATE as defined in Section 4.2 hereunder is a day other than said LEASE COMMENCEMENT DATE, then rental for the intervening period shall be computed and paid as set forth in Section 4.3.

Payment of percentage rental, as outlined in Section 5.1B herein, shall be paid on or before the twentieth (20th) day of the month following the ending of each Lease Year. Payment of those items of rental set forth in Sections 5.1C, D, E, F and G shall be payable as in this Lease provided.

Payments of all items of rental above set forth shall always be subject to LESSEE'S right to recoup its expenses in event of LESSOR'S breach as set forth in Section 15.2 hereof.

ARTICLE VI. LESSOR MORTGAGE.

6.1 LESSOR MORTGAGE. All mortgage payments, ground rents or other payments required to discharge any lien or encumbrance that may affect the premises, and for which the LESSOR is solely responsible, and which is superior and prior to the terms of this Lease, and the rights of LESSEE hereunder, shall be paid by the LESSOR as the same shall become due.

In the event LESSOR fails to make any payment or do any act required under any existing note and mortgage or ground lease which is superior and prior to the terms of this Lease, then the mortgagee shall be required under such note and mortgage, and the ground lessor shall be required under such ground lease, to give LESSEE at least thirty (30) days written notice of such default and LESSEE shall have the right but not the obligation to make such payment or perform such acts necessary to cure said default and LESSEE shall then have, at its sole option, and in addition to all other remedies, all remedies available under Section 15.2 hereof including deduction of its costs from those certain items due to or to become due to LESSOR during the term of this Lease or any extension thereof as specified in said Section 15.2.

ARTICLE VII. TAXES AND ASSESSMENTS.

7.1 TAXES AND ASSESSMENTS. As additional rental, the LESSEE agrees to pay to the LESSOR, on demand, the amount of all taxes and assessments levied and assessed against the premises, and of LESSEE'S prorata share (determined as hereinafter provided) of the taxes and assessments levied against the parking and common areas, as shown on Exhibit "A", of the Shopping Center, that shall become due and payable during the original or any renewed term hereof. If the Shopping Center is taxed as a unit, the LESSEE shall be liable for only such prorata share of such taxes and assessments determined by the proportion that the number of square feet of floor space in the premises bears to the total number of square feet of floor space in the Shopping Center. Such taxes and assessments must be billed

by LESSOR to LESSEE no later than one hundred twenty (120) days after receipt of notice from the local taxing authority by LESSOR. LESSOR shall be required to send LESSEE receipted tax bills showing payment of taxes as well as all special assessments. If such copy of receipted tax bill is not received by LESSEE within one hundred eighty (180) days after payment by LESSOR, LESSEE'S obligation to pay such taxes and assessments will be considered to be null and void. Provided, however, that for any partial tax year occurring during the original or any renewed term hereof, the LESSEE shall be liable for only that proportion of such taxes and assessments as the number of days in such partial tax year bears to 365.

Any taxes and assessments levied and assessed against the premises or Shopping Center that shall become due and payable during the term or any renewal thereof which LESSEE has agreed to pay, may be contested by LESSEE, in appropriate proceedings, in LESSOR'S or LESSEE'S name and LESSOR will offer no objections, will cooperate with LESSEE, will provide any information requested by LESSEE, and will execute any document which may be necessary and proper for such proceedings. Any refund shall be the property of LESSEE to the extent it is based upon the payment of any such taxes or assessments made by LESSEE. In the event LESSOR shall contest any taxes or assessments, LESSEE shall be immediately notified in writing.

7.2 ASSESSMENTS MADE DURING LEASE TERM. In the event during the term of this Lease or any extension thereof, an assessment is placed upon the premises or Shopping Center by any taxing authority of competent jurisdiction, and if such assessment is payable or may be paid in installments, then and in that event such assessment shall be paid by installments and LESSEE shall be liable to pay said assessment only to the extent of making timely payment of those installments falling due during the term of this Lease or any extension thereof, if exercised. Further, if any assessment be proposed by any competent taxing authority during the term of this Lease or any extension thereof, then upon the

request of LESSEE, LESSOR and any mortgagee shall use their best efforts to obtain an assessment which is payable or may be paid in installments.

In the event during the term of this Lease or any extension thereof, an assessment is placed upon the premises or Shopping Center by any taxing authority of competent jurisdiction and such assessment be payable only in lump sum, then and in that event LESSEE shall be liable only for payment of a proportionate share of such assessment in the proportion that the number of years remaining in the original term and/or any renewal options then remaining available to LESSEE hereunder bears to the useful life of the improvement against which the assessment is made; said useful life being determined by agreement of the parties or in absence of agreement, by arbitration under the procedures set forth in Section 14 hereof. LESSEE shall further have the right to deduct one hundred percent (100%) of such lump sum assessment payable by LESSEE from percentage rent as provided in Section 5.1B(2) hereof.

The LESSEE shall also pay all taxes levied and assessed upon property belonging to it or its SUBLESSEE and located upon the premises. In no event shall such tax payments by LESSEE for taxes levied and assessed upon its property be deducted from percentage rent.

ARTICLE VIII. LIABILITY INSURANCE AND HOLD HARMLESS.

8.1 LESSEE'S RESPONSIBILITY. LESSEE agrees to maintain, at its own expense, during the full term of this Lease, 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 LESSOR shall be named as an additional insured, and to furnish current certificates evidencing the existence of such insurance providing that such insurance shall not be cancelled except after thirty (30) days' written notice to LESSOR. Such policy shall provide primary coverage for the benefit of LESSOR and LESSEE in an amount of $1,000,000.00 single limit combined bodily injury and property damage each occurrence, to cover all

situations where any person or persons claim bodily injury, death or property damage in or upon said premises.

8.2 LESSOR'S RESPONSIBILITY. LESSOR covenants and agrees to maintain, during the full term of this Lease, 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 LESSEE shall be named as an additional insured insuring against liability (including injury or property damage) arising on or about the common areas of said Shopping Center as defined in Section 2.1 hereof, including, but not limited to all common use and parking areas of said Shopping Center and to furnish current certificates evidencing the existence of such insurance providing that such insurance shall not be cancelled except after thirty (30) days' written notice to LESSEE. Such policy shall provide primary coverage for the benefit of LESSEE and LESSOR in an amount of $1,000,000.00 single limit combined bodily injury and property damage each occurrence to cover all situations where any person or persons claim personal injury, death, or property damage on or about said common areas.

8.3 REPAYMENT AND SETOFF. LESSEE agrees to remit to LESSOR, on an annual basis within thirty (30) days after being billed therefore, LESSEE'S prorata share (determined as hereinabove provided for determination of common area maintenance charges in Section 2.3 hereof) of the premium for insurance covering the common and parking areas for said policy(s) as hereinabove provided, subject to LESSEE'S right to obtain a like insurance coverage policy(s) should LESSEE be able to secure such policy(s) on the common and parking areas at a lower rate for like coverage upon the same terms as herein provided. Should LESSOR not desire to cancel its insurance policy(s) on the common and parking areas, then LESSOR agrees to deduct the difference between the premium paid or charged by LESSOR and that which would have been paid by LESSEE from amounts due from LESSEE in payment of such insurance coverage within thirty

(30) days after being presented reasonable supporting data of the availability of like insurance at a lower rate.

8.4 LESSOR HOLD HARMLESS. The LESSOR agrees to protect and save the LESSEE harmless from any and all claims of others for injuries to persons or property occurring on or about said common areas including reasonable attorney's fees, except such claims for injuries which are caused in any proportion by the negligent, intentional, or willful acts of the LESSEE, its agents or employees.

8.5 LESSEE HOLD HARMLESS. The LESSEE agrees to protect and save the LESSOR harmless from any and all claims of others for injuries to persons or property occurring in or upon the premises as defined on page one (1) hereof and arising out of the use, occupancy or operation of said premises by the LESSEE and its sublessees, except for such claims for injuries as are caused in any proportion by the negligent, intentional or willful acts of the LESSOR, its agents or employees.

8.6 ADDITIONAL RENT. Reimbursement for Public Liability and Property Damage Insurance payments made by LESSEE to LESSOR pursuant to Section 8.3 shall be considered as payments of additional rental under Section 5.1F hereof.

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 perform common area maintenance as provided in Section 2.1 hereof, to correct latent defects as provided in Section 3.3 hereof, and LESSOR'S obligations with respect to repair, reconstruction and replacement of the premises, including the roof, slab, structural walls, and all plumbing and utility lines outside the premises, and LESSOR'S obligation to repair and rebuild as set forth in Articles XIII and XIV, LESSEE agrees, at its expense, to maintain the premises in good condition, including but not limited to, the plumbing and the air conditioning and heating equipment. LESSEE shall have for this purpose pursuant to Section 3.3 hereof, the benefit of all architects, 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 CAPITAL 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 one hundred percent (100%) 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 2.3 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.

LESSEE shall have the right to recoup one hundred percent (100%) of its payment made to LESSOR for capital improvements to the Shopping Center as above provided by deducting from percentage rent over the remainder of the term of this Lease and any extensions hereof as provided in Section 5.1B(3) hereof.

10.3 WASTE. The LESSEE shall not commit waste or permit waste to be committed in or upon the leased premises and, at the termination of this Lease, shall surrender and deliver the premises to the LESSOR in as good condition as the same were at the commencement of the term excepting (1) usual wear and tear, (2) acts of God and unavoidable casualties, (3) repair of latent defects for which LESSOR is responsible hereunder, (4) damage or loss for which LESSOR has waived recovery under Section 9.1 hereof, and (5) other non-insurable casualties beyond the reasonable control of LESSEE.

ARTICLE XI. SIGNS.

11.1 SIGNS. LESSOR shall have the sole right to approve the design and placement of any and all signs of any nature upon the exterior premises; provided, however, that such approval shall not be unreasonably withheld or delayed and, further that the size and advertising effect of any sign to be used by the LESSEE shall be substantially equal to any sign permitted to be used by other tenants in the Shopping Center and permitted by local law. LESSOR shall also construct and maintain during the term of this Lease a sign, to be approved by the LESSEE, identifying the Shopping Center and LESSEE shall have the right to place on such sign identifying the Shopping Center its sign, which shall be of at least the same size and advertising effect as any sign placed on such sign identifying the Shopping Center by any other tenant in the Shopping Center. LESSOR covenants and agrees that neither it nor any other tenant in the Shopping Center shall construct a sign so as to impair the visibility of or access to the premises. All signs constructed or placed on said premises shall be in conformity with the specifications hereto attached as Exhibit "B".

ARTICLE XII. FIRE AND EXTENDED COVERAGE, INSURANCE AND RENT ABATEMENT.

12.1 FIRE AND EXTENDED COVERAGE INSURANCE. The LESSOR agrees to keep in effect, during the original or any renewed term of this Lease, a

difference between the premium paid or charged by LESSOR for its insurance policy(s) covering the premises and that which would have been paid by LESSEE for LESSEE'S policy(s) covering the premises.

The premises to be constructed by LESSOR under this Lease is to be equipped with an automatic sprinkler system which is more fully described in Exhibit "B". LESSOR further understands that LESSEE'S SUBLESSEE is required to carry fire and extended coverage insurance covering all of its merchandise, furniture, fixtures, and equipment located in and upon the premises.

Should the building covered by this Lease be rated deficient by the Insurance Service Organization then LESSOR shall pay for any differential amount between the premium paid and that which would have been paid had the building not been rated deficient, and LESSOR agrees to reimburse LESSEE and/or its SUBLESSEE for any differential amount it may incur. Said differential amount shall be computed and paid annually using the then published insurance rates until the defects are cured by LESSOR. Upon LESSOR'S receipt of notice of any deficiencies from the Insurance Service Organization, LESSOR agrees to immediately notify LESSEE in writing of said deficiencies. Upon completion of construction, LESSOR agrees to provide LESSEE with a rating sheet for LESSEE'S premises from said Insurance Service Organization citing deficiencies, if any. LESSOR shall not be liable for any reimbursement of such differential if LESSOR has complied fully with the agreed plans and specifications of the premises and has complied with all of the Insurance Service Organization's recommendations and requirements, after its review of said architectural plans and related engineering drawings and specifications of the premises. Neither shall the LESSOR be liable for any reimbursement of any such differential due to the Insurance Service Organization's subsequent change of standards of qualifications for full sprinkler credit pertaining to the standards of construction of the

premises. LESSOR agrees that other buildings to be constructed in the Shopping Center will be constructed in such a manner that LESSEE will not be penalized and denied full sprinkler credit, unless agreed to in writing by the LESSEE.

LESSOR agrees it shall not, nor shall it allow any other tenant(s) in the Shopping Center, to keep anything within their leased premises or on the Shopping Center, or use their leased premises or the Shopping Center for any purpose which will cause an increase in the insurance premium cost or invalidate any insurance policy(s) carried on the premises by LESSEE, such other tenant(s) or other parts of the Shopping Center.

12.2 RENTAL ABATEMENT INSURANCE. LESSOR agrees to provide rental abatement insurance, in an amount not to exceed one (1) year's annual minimum rental, as set forth under Section 5.1A hereof, in the event of damage or destruction of the premises. The proceeds of such policy to be payable monthly to the LESSEE, LESSOR or mortgagee, as their interest may appear in this Lease, in proportion to the extent of damage and destruction of the premises and during the period of reconstruction and repair of said premises which shall not exceed one (1) year from the date of occurrence. LESSEE agrees to remit to LESSOR on a semi-annual basis within thirty (30) days after being billed thereafter, the semi-annual premium for such insurance.

12.3 BLANKET INSURANCE. The insurance to be provided by LESSEE and/or LESSOR may be provided pursuant to a blanket insurance policy covering the premises and other locations of LESSEE and or LESSOR provided, however, in no event shall the protection afforded by such blanket insurance policy be less than required hereunder.

Insurance premiums paid by LESSEE for insurance provided hereunder shall be deemed to be rental to LESSOR for purposes of this Lease pursuant to Section 5.1 hereof.

ARTICLE XIII. DAMAGE AND DESTRUCTION.

13.1 PARTIAL DAMAGE AND DESTRUCTION. If, at any time during the original or any renewed term hereof, the premises shall be partially damaged by fire, windstorm, or other casualty, but the extent thereof is not sufficient to deprive the LESSEE of more than twenty-five percent (25%) of the floor space in the premises, then LESSEE shall notify LESSOR thereof in writing and LESSOR, at its expense, shall proceed promptly to rebuild and repair such portion of the premises so damaged or destroyed; and this Lease shall continue in full force and effect.

13.2 TOTAL DAMAGE AND DESTRUCTION. If, at any time during the original or any renewed term hereof, the premises shall be partially or wholly damaged by such casualty, and the extent of such damage shall be sufficient to deprive LESSEE of more than twenty-five percent (25%) of the floor space therein for its purpose, the LESSEE shall notify LESSOR thereof in writing and the rights and obligations of the parties shall be governed by the following:

A. If such damage shall occur during the first thirteen (13) years of the original term hereof, then at its expense, the LESSOR shall proceed to rebuild and repair such damage, and this Lease shall continue in full force and effect.

B. If such damage shall occur during the last seven (7) years of the original term hereof, or during any of the renewal terms available to LESSEE at its option under Section 4.6, and if within thirty (30) days after the incurrence of such damage, LESSEE shall further notify LESSOR of LESSEE'S intent to exercise options, then still available to it under Section 4.6, to extend the term hereof for a period of at least seven (7) years following such notification, then LESSOR, at its expense, shall proceed promptly to rebuild and repair such damage, and this Lease shall continue in full force and effect. If notice be not so given to LESSOR of LESSEE'S intent to exercise such options to so renew the term hereof for such period of at least seven (7) years, then LESSOR, at its sole option, may elect to rebuild and repair such damage at its expense, by written notice to LESSEE within thirty (30) days after the expiration of the thirty (30) day period, during which LESSEE may give LESSOR notice of election to renew the term hereof, upon the happening of which LESSOR shall so proceed to build and repair such damage, and this Lease shall continue in full force and effect. If LESSEE shall fail to so give

LESSOR notice of LESSEE'S intent to exercise such option to so renew the term hereof, and LESSOR shall thereafter fail to so give LESSEE notice of LESSOR'S election to rebuild and repair such damage, then this Lease shall terminate as of the date of the occurrence of such casualty, the rental shall be adjusted accordingly, and neither party shall have further rights or obligations hereunder.

LESSOR agrees that in the event any building or buildings in the Shopping Center other than the building containing the demised premises, shall be destroyed or damaged by fire or other hazard, during the term of this Lease, or any renewal thereof, except during the last seven (7) years of the then current term, LESSOR shall rebuild and repair said buildings as closely as possible to those building or buildings shown on Exhibit "A" attached hereto.

Whenever, under the foregoing provisions of this Article XIII, LESSOR shall have the obligation to rebuild and repair all or any portion of the premises or other building or buildings so to continue this Lease in full force and effect, the same shall be commenced within thirty (30) days after LESSOR'S obligation so to do becomes fixed by receipt of notice of such damage, or receipt of notice of LESSEE'S intent to exercise the necessary option to renew, or the exercise of LESSOR'S election to rebuild, as the case may be. LESSOR shall prosecute such rebuilding and repairing diligently to the end that the premises, other building or buildings will be restored to substantially the same condition as before the occurrence of such damage. If, for any reason whatsoever, rebuilding and repairing is not completed within six (6) months after receipt of the applicable notices, unless LESSOR be prevented from completing such rebuilding and repairing by causes or conditions beyond its reasonable control, then, and in either such events, LESSEE may, at its sole option, terminate this Lease by written notice to LESSOR of its intention to do so, upon the happening of which, rental shall be adjusted as of the date of termination, LESSEE shall have no further rights hereunder, and LESSEE shall have no further interest in the proceeds of said insurance.

Whenever, under the foregoing provisions of this Article XIII, LESSOR shall have the obligation to rebuild and repair all or any portion of the premises, other building and buildings, and so to continue this Lease in full force and effect, the rentals payable by LESSEE hereunder shall abate from the date of the occurrence of such casualty to the date of completion of such rebuilding and repairing in proportion to LESSEE'S deprivation of use of the premises for its purposes.

Whenever, under the foregoing provisions of this Article XIII, the premises shall not be rebuilt or this Lease shall be terminated by reason of the exercise or non-exercise of any option herein granted to either the LESSOR or the LESSEE, the LESSEE shall have no further interest in the proceeds of such insurance.

Should LESSOR fail to repair or reconstruct said premises as in this Article XIII provided, then, and in that event, LESSEE may, at its sole option and in addition to the remedy of specific performance and all other remedies available to LESSEE hereunder, undertake to perform said repairs or reconstruction and pursue all remedies available to it under Section 15.2 hereof, including deduction of its costs and expenses from those certain items due or to become due LESSOR during the term of this Lease or any extension thereof as specified in said Section 15.2.

ARTICLE XIV. CONDEMNATION.

14.1 CONDEMNATION FOR REPAIRS. The LESSOR agrees that if any authority condemns the Shopping Center or any part thereof, other than the premises, as being unsafe, or not in conformity with the applicable laws or regulations, the LESSOR, at its own costs and expense, will promptly make such changes, alterations or repairs (structural or nonstructural) as may be necessary to comply with such laws and regulations, or with the requirements of the authority. If, during the time such changes, alterations or repairs are being performed, the premises are rendered unsuitable for occupancy and use by the LESSEE, the rent shall abate, and if only a portion of the premises is rendered

unsuitable for such occupancy and use, then the rent shall abate proportionately. Provided, however, in the event the premises or any part thereof are condemned as being unsafe or not in conformity with the applicable laws and regulations due to the defective condition or use of supplies, materials, and/or equipment owned or used by LESSEE, or due to a defective condition of common facilities or any part of the premises which LESSEE is required to maintain as herein provided, then, and in that event, LESSEE, at its own cost and expense up to but not to exceed the condemnation award so granted, agrees to make such changes, alterations and repairs (structural or nonstructural) in the building and equipment or the use of the same as may be necessary to comply with such laws and regulations, or with the requirements of the authority, but LESSEE shall be entitled to any condemnation award made to LESSOR in respect thereto. If, during the time such changes, alterations, and/or repairs are being performed to the Shopping Center or to the premises, the premises are rendered untenantable for occupancy and use by LESSEE, the rent shall abate in proportion to the LESSEE'S deprivation of the use of the premises.

Should LESSOR fail to make such repairs which it is obligated to make as herein provided, then, and in that event, LESSEE may, at its sole option and in addition to the remedy of specific performance and all other remedies available to LESSEE hereunder, undertake to perform said repairs and pursue all remedies available to it under Section 15.2 hereof, including deduction of its costs from those certain items due or to become due LESSOR during the term of this Lease or any extension thereof as specified in said Section 15.2. LESSEE shall also, in the event of LESSOR'S breach, have the benefit of all monies received by LESSOR from any condemnation award for the purpose of making such repairs required to be made by LESSOR hereunder.

14.2 CONDEMNATION.

(A). Within fifteen (15) days following LESSOR'S receipt of notice from any condemning authority of a proposed condemnation, LESSOR shall notify LESSEE thereof in writing and give LESSEE a copy of such notice. If all of the premises shall be taken under the right of eminent domain by any authority having the right of taking or if a portion of the premises is so taken as will prevent the practical use of the premises for LESSEE'S purposes, this Lease, and all obligations hereunder, shall terminate on the date title vests pursuant to such proceedings.

(B). If such part of the premises, including parking, is so taken that same does not cause the termination of this Lease under subsection (A) of this Section 14.2, LESSOR (subject to the terms of subsection (C) of this Section 14.2) shall restore the building and other improvements upon the premises to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking, and there shall be an equitable abatement of the minimum rent only according to the square footage of the floor area before and after the taking. In the event that the parties are unable to agree upon whether the remaining part of the parking is suitable for the economic operation of LESSEE'S business or in the event that the parties are unable to agree upon the amount of any such abatement of minimum rent, either party may submit the issue for arbitration pursuant to the rules then obtaining of the American Arbitration Association and the determination or award rendered by the arbitrator(s) shall be final, conclusive and binding upon the parties and not subject to appeal, and judgment thereon may be entered in any court of competent jurisdiction.

(C). LESSEE shall have the right to make a claim against the condemnor for the removal expenses, business dislocation damages and moving expenses

which are separately payable to LESSEE under the Eminent Domain Code of Pennsylvania. Except as aforesaid, LESSEE hereby waives all claims against LESSOR and all claims against the condemnor, and LESSEE hereby assigns to LESSOR all claims against the condemnor including, without limitation, all claims for leasehold damages and diminution in the value of LESSEE'S leasehold interest. If only part of the premises is taken and this Lease is not terminated pursuant to subsection (A) of this Section 14.2, the net proceeds of any condemnation award recovered by reason of any taking of the premises in excess of the cost of collecting the award and in excess of any portion thereof attributable to the then current market value of the land taken (such excess being hereunder called the "net condemnation proceeds") shall be held in trust by LESSOR or any mortgagee of the premises and released for the purpose of paying the fair and reasonable cost of restoring the building and other improvements damaged by reason of the taking. In the event that the parties are unable to agree upon the portion of the award attributable to the then current market value of the land taken or in the event that the parties are unable to agree upon the fair and reasonable cost of restoring the building and other improvements damaged by reason of the taking, either party may submit the issue for arbitration pursuant to the rules then obtaining of the American Arbitration Association and the determination or award rendered by the arbitrator(s) shall be final, conclusive and binding upon the parties and not subject to appeal, and judgment thereon may be entered in any court of competent jurisdiction.

If such taking does not prevent the practical use of the premises for the purposes of the LESSEE, then this Lease shall continue in full force and effect, but the rent shall abate proportionately, and such other adjustments shall be made as shall be just and equitable.

ARTICLE XV. DEFAULT.

15.1 LESSEE DEFAULT. LESSEE further covenants with the LESSOR that if the LESSEE defaults by not paying the rent or any part thereof when it becomes due, and has not cured said default by making the required rental payment within fifteen (15) days of the receipt of written notice of said nonpayment, or in the event of default by LESSEE in violating or neglecting any other covenant, agreement or stipulation therein contained on LESSEE'S part to be kept, performed or observed, and any such default shall continue for thirty (30) days after receipt of written notice specifying such default or if such default is of such a nature that it cannot reasonably be cured within said thirty (30) day period and LESSEE has not proceeded with reasonable diligence and good faith to complete the curing thereof, then, and in addition to the other remedies or courses of action now or hereafter provided by law, LESSOR may, at its option, (1) terminate, forfeit, cancel and annul this Lease, in which case neither LESSOR nor LESSEE shall have any further rights or obligations under this Lease as of the date of termination, forfeiture, cancellation and annulment except with respect to those amounts that LESSEE was obligated to pay to LESSOR prior to the date of termination forfeiture, cancellation and annulment; or (2) terminate LESSEE'S possessory rights, without terminating the term of this Lease, in which case LESSOR shall have the rights hereinafter set forth. LESSOR shall give written notice to LESSEE of LESSOR'S election.

If LESSOR elects to terminate LESSEE'S possessory rights, without terminating the term of this Lease, LESSOR shall have the right, after appropriate judicial hearing and process or with LESSEE'S consent, to enter and take possession of the premises immediately and may remove all persons, furniture, fixtures and equipment from the premises, at LESSEE'S sole expense, in order to recover at once, full and exclusive possession of the premises, and such

entry shall not operate as a waiver or satisfaction, in full or in part, of any claim or demand arising out of or connected with, any breach, default, or violation by the LESSEE of any covenant or agreement on its part to be performed; provided that notwithstanding any of the foregoing LESSOR shall not have the right to repossess the premises in the event of a bona fide dispute as to the LESSEE'S liability, if any, to make repairs, except after such liability has been finally judicially determined, and so long as LESSEE continues to pay minimum rent as hereinabove provided in Section 5.1.A.

Should LESSOR elect to terminate LESSEE'S possessory rights, without terminating the term of this Lease, as hereinabove provided, LESSOR shall relet the premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR may deem advisable. For the purpose of such reletting, LESSOR shall have the right to make reasonable alterations and repairs to the premises, and such reletting shall not work a forfeiture of the rent to be paid by LESSEE; provided, that rentals received by LESSOR from any such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR; second, to the payment of rent then due and unpaid hereunder; third, to the payment of any cost of such reletting; fourth, to the payment of any alterations and repairs to the premises to which LESSEE has given its written consent and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder, and if no future rent becomes due and payable hereunder, such residue shall be retained by LESSOR. Should such rentals received from such reletting by LESSOR during any month be less than the minimum rental agreed to be paid hereunder during that month by LESSEE, then LESSEE shall upon receipt from LESSOR specifying the amount, pay the difference to LESSOR. Such difference shall be calculated and paid monthly.

No such termination of LESSEE'S possessory rights, without terminating Lease term, shall be construed as an election on the part of LESSOR to terminate this Lease unless a written notice of such intention be given to LESSEE or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LESSOR may at any time thereafter elect to terminate this Lease for such previous default, unless LESSOR has allowed LESSEE or LESSEE'S sublessee to reenter and relet the leased premises.

15.2 LESSOR DEFAULT. The LESSOR and any mortgagee and ground lessor covenant with the LESSEE that if LESSOR shall violate or neglect any covenant, agreement, or stipulation herein contained on its part to be kept, performed or observed, and any such default shall continue for thirty (30) days after written notice thereof is given by LESSEE to LESSOR, then, and in addition to the remedy of specific performance and other remedies and causes of action now or hereafter provided by law or in equity, LESSEE may, at its option, among other things, cancel and annul this Lease, or remedy the condition or need referred to in such notice, or make the payment which LESSOR has not made, but should have made, and deduct LESSEE'S actual cost or the amount of the payment together with interest at the then prevailing prime interest rate from subsequent payments of rental due LESSOR under this Lease. LESSEE shall have the right to withhold payment of rental in whole or in part until all of LESSEE'S costs attributable to such default together with all accrued interest have been fully recovered and LESSEE shall have the right to extend this Lease subject to the limitation for extension set forth in Section 4.6 hereof, for the period of time necessary to allow LESSEE to fully recoup the total amount of its costs and all accrued interest through such withholding, which costs are hereby agreed by the parties in advance to be reasonable and proper costs and deductions.

ARTICLE XVI. LESSOR'S ADDITIONAL COVENANTS.

16.1 PARKING AREA. LESSOR agrees that at no time during the term of this Lease, will the customer parking area, entrances and exits and service areas of the Shopping Center be reduced in size or configuration from that shown on the plot plan attached as Exhibit "A", unless such reduction is made necessary by the exercise of eminent domain by proper and duly constituted authority or authorities, or is done at LESSEE'S request, or results from the exercise of any right granted LESSEE herein. Any violation of this provision shall entitle the LESSEE, at LESSEE'S sole option, to treat such violation as a default with an option to cancel the Lease, or to require a proportionate reduction of rent, with full reservation of LESSEE'S right to damages (if any) and to equitable relief, including specific performance, together with a full reservation of any other right or remedy available to LESSEE at law or in equity.

16.2 SHOPPING CENTER OCCUPANCY. LESSOR further covenants that it will, simultaneously with the construction of the leased premises, construct other buildings in the Shopping Center of the size and to be, simultaneously with or previous to LESSEE'S occupancy under this Lease, occupied by the retail tenants indicated as follows:

Name of Tenant	Store Square Footage
retail tenants with	not less than 15,000 square feet

If LESSOR shall fail to so construct such other buildings, or if such buildings shall fail to be occupied simultaneously with or previous to LESSEE'S occupancy under this Lease, then at the sole option of the LESSEE, this Build and Lease Agreement may be declared null and void or LESSEE may be entitled to

either pay percentage rental or the minimum fixed monthly rental, whichever is less, until the retail space is constructed and occupied by retail tenants as hereinabove set forth within this Article 16. LESSOR agrees, on the real estate of which the premises are a part, that the LESSOR now controls or on contiguous or adjacent real estate the LESSOR may at some later date control, that there will not be located on such real estate, a theatre, bowling alley, restaurant (any such restaurant shall not exceed 3000 square feet of floor space), or skating rink within three hundred (300) feet of the premises, and further no offices, training or educational facilities within two hundred (200) feet of the premises.

ARTICLE XVII. EXCLUSIVE, RIGHT TO CLOSE, ASSIGNMENT AND SUBLETTING.

17.1 EXCLUSIVE. LESSOR covenants that it will not permit any person other than the LESSEE to operate a retail food store of any nature in the Shopping Center of which the premises are a part or on any adjoining property owned by LESSOR, his assignee, or his transferrees, without first obtaining the LESSEE'S prior written consent. Notwithstanding anything to the contrary set forth in this Section 17.1, or in Section 16.2, LESSOR may permit the operation of: an ice cream store whose primary business is the sale of hand dipped ice cream; a vitamin/nutrition store; a frozen yogurt store; a health food store, and LESSOR may permit the operation of a restaurant within the area set forth on Exhibit "A" and outlined in red. The provisions of this Section 17.1 shall be a covenant which shall run with the land, and shall continue to control any portion of the Shopping Center disposed of by the LESSOR and the transferee shall be bound by the provisions of this Section 17.1 and shall be deemed to have received notice thereof. LESSOR shall be obligated to obtain a like covenant from the ground lessor referred to herein in recordable form.

17.2 USE OF PREMISES AND RIGHT TO CLOSE STORE. LESSOR agrees that nothing in this Lease shall be construed as compelling LESSEE to operate any

particular type of business or to keep the store in or upon the premises open for business and LESSEE shall have the privilege of operating the premises for any lawful commercial purpose so long as said activity does not violate any ordinance, law, regulations, or restrictive covenant then in force and effect or violate any exclusive retail activity entitlement previously granted to any other tenant occupying space in said Shopping Center.

LESSEE shall always have the privilege of closing said store at any time, provided LESSEE shall continue to pay the rental as set forth in Section 5.1 of this Lease; provided, however, that in no event upon such closing shall LESSEE have any obligation to pay percentage rental provided in Section 5.1B hereof and LESSOR shall have no claim against LESSEE under Section 5.1B arising out of or as a result of such closing.

Except in the event of periods of restoration, renovation, repair or maintenance, if LESSEE discontinues its operation of a store pursuant to this Section 17.2 for a period of six (6) consecutive months, then at any time thereafter, and upon thirty (30) days advance written notice, LESSOR may terminate this Lease at which time neither party shall have any further liability or obligation to the other, except for items which have accrued up to said date. Notwithstanding the foregoing, LESSEE may nullify LESSOR'S termination right by notice to LESSOR within thirty (30) days after receipt of LESSOR'S termination notice that LESSEE will open its store within sixty (60) days thereafter.

17.3 SUBLET OR ASSIGN. The LESSEE shall have the right, during the term of this Lease, to sublet all or a portion of the premises, or to assign this Lease, either in whole or in part, but no such subletting or assignment shall release the LESSEE from any of the obligations under the terms of this Lease, and the LESSOR shall, at all times, have the right to look to the LESSEE for the

performance of all of the covenants to be performed on the part of the LESSEE. LESSEE shall not be permitted to sublease the premises for use as an adult bookstore or for the showing of adult movies. LESSEE shall have the right to sublet or license part of the premises for use as a bakery, floral department or bank.

ARTICLE XVIII. FORCE MAJEURE.

18.1 FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted) said obligated party shall immediately furnish written notice to the other party stating clearly the reason for delay and the date when performance is to re-commence and the re-scheduled date for completion. Thereafter, upon written approval of the other party, which approval shall not be unreasonably withheld, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, LESSEE or LESSOR shall exercise its best efforts to remedy any such cause of delay or cause preventing performance, and nothing in this paragraph shall excuse LESSEE from the prompt payment of any rental or other charges required of LESSEE except as may be expressly provided elsewhere in this Lease and except where the Commencement Date of this Lease is delayed in which latter case rent shall not be payable hereunder until the date of such delayed Commencement Date.

In the event that an extension of time is granted under this paragraph, the party granting said extension shall be allowed to recoup any expenses it incurs which are directly related to said extension from the obligated party. Further

provided, that if LESSEE grants an extension hereunder which extension results in additional expense to said LESSEE, then LESSEE may, in addition to its right to recoup said expense directly from LESSOR as above provided, recoup said expenses from percentage rent pursuant to Section 5.1B(4) hereof.

ARTICLE XIX. MISCELLANEOUS PROVISIONS.

19.1 REMOVAL. The LESSEE shall have the right to remove any and all furniture, fixtures, and equipment it may have installed on or in the premises provided the LESSEE shall restore any structural damage to the building resulting from such removal, usual wear and tear excepted.

19.2 LESSOR ENTRY. The LESSOR shall have the right to enter the premises at any reasonable time, upon prior notice and accompanied by a representative of LESSEE, for the purpose of inspecting the same, or for the purpose of doing anything that may be required under this Lease, or for the purpose of doing anything LESSEE may be required to do and shall fail to do. In the event it is reasonably necessary for the LESSOR to make any repairs to the premises that the LESSEE is responsible for, but which the LESSEE has failed to make, LESSEE shall reimburse the LESSOR for the cost thereof on demand, and the LESSOR shall not be responsible to the LESSEE for any loss or damage that the LESSEE may suffer from such repairs, provided that such loss or damage is reasonable under the circumstances.

19.3 SHOWING BY LESSOR. LESSOR may, at any time within six (6) months before the expiration of this Lease, enter the premises at all reasonable hours, upon prior notice and accompanied by a representative of LESSEE, for the purpose of offering the premises for rent, subject to LESSEE'S rights, as set out in Section 4.6.

19.4 RELATIONSHIP. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relation of

principal and agent or of partnership or of joint venture between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of LESSOR and LESSEE.

19.5 UTILITIES. LESSEE agrees to pay all electric current, water, gas, and other fuel bills, as determined by separate meters for LESSEE'S space and use. LESSOR, at its sole expense, will provide any and all utility meters, utility hook-up or connection fees or charges for all utilities to the premises.

19.6 LEASE APPLIES ONLY TO BUSINESS ON PREMISES. It is understood that LESSEE is presently involved in numerous other activities at other locations. In this respect, it is not intended that the gross sales and other provisions of this Lease shall apply to the business activities of LESSEE or of any assignee or sublessee of LESSEE at other locations, but shall apply only to the business conducted on the premises, whether conducted thereon by LESSEE or by an assignee or sublessee of LESSEE, it being fully understood that the foregoing provisions are not intended to modify in any manner the responsibilities or obligations of LESSEE pursuant to Section 17.3 of this Lease.

19.7 INSURANCE MAY BE PROVIDED. It is further understood that LESSEE at all times shall maintain insurance coverage it is required to carry hereunder for the benefit of LESSOR with a provision in such insurance that there will be no cancellation without at least thirty (30) days' written notice to LESSOR. Provided, however, that LESSEE may satisfy this insurance requirement through the maintenance of such insurance coverage for the benefit of LESSOR, as required in Section 8.1 above, by LESSEE or by an assignee or sublessee of LESSEE.

19.8 ALTERATIONS OR ADDITIONS. The LESSEE shall have the right to make alterations or additions to the premises, provided such alterations or

additions are at its sole cost and expense, and that such alterations or additions shall be of good workmanship and material at least equal to that of the original construction, and that such alterations or additions neither shall reduce the size and strength of the existing building, nor adversely affect the market value of the premises; provided, however, that no such alterations or additions to the premises which shall cost more than Fifty Thousand Dollars ($50,000.00) shall be made by the LESSEE without the written consent of the LESSOR which consent shall not be unreasonably withheld or delayed. The LESSEE shall not be required to remove any such alterations or additions or to restore the building to its original condition at the termination of this Lease.

19.9 SPECIAL SALES PROMOTION. Notwithstanding any provisions in this Lease to the contrary, it is agreed that LESSEE may place special sales promotion signs on the parking area light poles from time to time and may string pennants and streamers around the parking area. These signs and decorations, however, shall be of a strictly temporary nature and in conformance with any governmental regulations.

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 five (5) years of the term of this Lease, request LESSOR to construct, at LESSOR'S expense, additional rental space, not exceeding 9000 square feet, to be leased to LESSEE on the same terms, conditions, and rentals, (same annual rental per square foot as the LESSEE is obligated to pay under Section 5 hereunder for the floor space depicted on Exhibit "A" hereof), as provided herein, and thereupon, LESSOR shall construct such additional space pursuant to the provisions of the plans and specifications attached hereto as Exhibit "B", which shall be of good workmanship and in conformity with all applicable building codes, ordinances,

rules and regulations and other requirements of governmental authorities. The term for such additional rental space shall run concurrently with the term of this Lease, including all renewal options. LESSOR further agrees that, in the event rental space in an adjoining building, if any, becomes available for occupancy during the term of this Lease or any extension hereof, LESSEE shall have the first right and option to occupy such space on the same terms and conditions, except that the minimum rent therefor shall be based on fair market rental.

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 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.

19.12 NOTICES. Any notice required or desired to be given to either party shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested. Any such notice to the LESSOR shall be addressed to it at P.O.Box 91, Chadd's Ford, Pennsylvania 19317. Any such notice to LESSEE shall be addressed to it at 6301 Waterford Boulevard, P.O. Box 26647, Oklahoma City, Oklahoma 73126, Attention: Store Development. The address of either party may be changed by written notice thereof to the other party.

Any such notice to the LESSOR may be sent by LESSEE'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 LESSEE 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 LESSEE.

19.13 CAPTIONS. Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

19.14 ADVANCE POSSESSION FOR FIXTURE INSTALLATION. LESSEE shall have the privilege rent free of entering the premises for the purpose of installing its store and trade fixtures, storing its first items of equipment and otherwise preparing the premises for LESSEE'S occupancy prior to the RENT COMMENCEMENT DATE.

When the performance of the LESSOR'S work has proceeded to the point where LESSEE can commence any portion of its work and the installation of LESSEE'S trade fixtures, furniture and equipment in the premises, in accordance with good construction practice together with adequate security of the premises, be commenced, LESSOR shall notify LESSEE to that effect. LESSEE agrees to install its trade fixtures and equipment in the premises in a prompt and expeditious manner so as not to delay LESSOR in readying the premises for occupancy at the earliest possible date referred to hereinabove. LESSEE further agrees not to engage any persons in the installation of such fixtures and equipment which would result in a work stoppage by employees of the general contractor or any subcontractor engaged in readying the premises for occupancy.

19.15 SUBORDINATION. LESSEE agrees that this Lease shall be subordinate to any ground lease or mortgage that may hereafter be placed upon the premises and to all renewals and extensions thereof to which LESSEE has given its written consent to be subordinate; provided that (a) the mortgagee named in such mortgages, or ground lessor named in such ground lease, shall agree to recognize this Lease in the event of foreclosure if the LESSEE is not then in default, (b) in the event that premises are damaged or destroyed at a time when

neither LESSOR nor LESSEE are in default under the terms of this Lease, and LESSOR is not in default under the terms of any such mortgages, or ground lease, any insurance proceeds that are available under the insurance policy(s) hereinabove required to be maintained under Section 12.1 are first applied to repair, replace or rebuild the premises so damaged or destroyed, if LESSOR and/or LESSEE under the terms of Article XIII above, either are required to elect or to repair, replace or rebuild the premises, and (c) any proceeds from condemnation awarded to LESSEE and/or its sublessee under Article XIV above shall be the sole property of LESSEE and/or its sublessee.

19.16 ESTOPPEL CERTIFICATE. LESSEE agrees that prior to commencement of the term hereof it shall furnish to LESSOR'S mortgagee a completed Estoppel Certificate in the form hereto attached as Exhibit "C". LESSOR agrees that prior to the commencement of the term hereof it shall furnish to LESSEE a completed Estoppel Certificate in a form reasonably acceptable to LESSEE whereby the ground lessor states that LESSOR is not in default of said ground lease.

19.17 HAZARDOUS MATERIAL.

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

19.17.1.1 "Hazardous Material" means any substance, material or waste which is reasonably considered by LESSEE 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.).

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

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

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

19.17.1.5 "Indemnified Person" means the LESSEE, any sublessee holding an interest in the premises or any portion thereof, and any director, officer, employee, agent or invitee of LESSEE or of any such sublessee.

19.17.2 Representations and Warranties. LESSOR represents and warrants to LESSEE that to the best of its knowledge and belief (i) any handling, transportation, storage, treatment or usage of Hazardous Material that has occurred on the Property has been in compliance with all applicable federal, state and local laws, regulations and ordinances, (ii) no leak, spill, release, discharge, emission or disposal of any Hazardous Material has occurred on the Property, (iii) the Property is free of any Hazardous Material and will be free of any Hazardous Material as of the date the term of this Lease commences, and (iv) there are no underground storage tanks located on the Property.

19.17.3 Indemnification. LESSOR hereby agrees to indemnify, defend and hold each Indemnified Person harmless from any and all loss, cost, damage and expense that arises during or after the term of this Lease as a result of (i) the

presence or suspected presence at any time of any Hazardous Material in or on the Property, regardless (except as set forth below) of the source of such Hazardous Material, (ii) the presence at any time of any underground storage tank on the Property, or (iii) the inaccuracy of any of the representations and warranties set forth in the preceding paragraph. The costs covered by the LESSOR'S indemnification include, without limitation, costs incurred in the investigation of site conditions, fees of attorneys, engineers and other consultants, costs and expenses incurred by LESSEE in exercising any of its rights under paragraph 19.17.5 hereof and any damages suffered as a result of any termination of this Lease in accordance with paragraph 19.17.5 hereof. Excluded from the LESSOR'S indemnification shall be any loss, cost, damage or expense resulting from the presence of any Hazardous Material introduced onto the Property by any Indemnified Person.

19.17.4 Notices. LESSOR and LESSEE 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.

19.17.5 Remedial Action.

19.17.5.1 Development of Remedial Plan. If, at any time during the term of this Lease, LESSEE becomes aware of the presence or suspected presence of any Hazardous Material in or on the Property and determines that the presence of such Hazardous Material presents an actual or potential threat to the health or safety of any Indemnified Person or becomes aware of any pendency or threatened action by any federal, state or local governmental authority with respect thereto, LESSEE may so notify LESSOR and request that LESSOR institute remedial action. LESSOR and LESSEE shall confer on what remedial action may be appropriate and within twenty (20) days of LESSOR'S receipt of such notice, LESSOR shall deliver to LESSEE a written plan describing in detail the remedial

action which is necessary to eliminate any actual or potential threat to the health or safety of any Indemnified Person. If, at any time during the term of this Lease, LESSEE becomes aware of any underground storage tank located on the Property LESSEE may so notify LESSOR and request that LESSOR institute remedial action. LESSEE and LESSOR shall confer on what remedial action may be appropriate, and within twenty (20) days of LESSOR'S receipt of such notice LESSOR shall deliver to LESSEE a written plan describing in detail the remedial action which is necessary to (i) remove any risk of any present or future leakage of substances from the tank into the Real Estate, and (ii) eliminate the possibility that the presence of such tank may, at any time during the term of this Lease, pose a threat to the health or safety of any Indemnified Person or may, at any time during the term of this Lease, require such maintenance, repair or other work so as to interfere with the conduct of business on the premises. Any plan developed pursuant to this paragraph shall, without limitation of the foregoing, cause the Property to comply with all applicable federal, state and local laws, ordinances and regulations and shall be sufficient to abate any pending or threatened action with respect to the Property by any federal, state or local governmental authority.

19.17.5.2 Termination. If (i) any plan required by the preceding paragraph is not delivered to LESSEE within the time prescribed, (ii) any such plan is not acceptable to LESSEE in all respects or (iii) LESSEE determines that the actual or suspected presence of Hazardous Material or any underground storage tank has had a materially adverse effect on the business conducted from the premises or that the implementation of such plan may have such an effect, LESSEE may, by notice to LESSOR within twenty (20) days of LESSEE'S receipt of such plan (or, if LESSOR fails to provide such plan, within twenty (20) days of the expiration of the time for LESSOR to provide such plan) terminate this Lease, such termination to be effective as of the date to be specified in such notice.

19.17.5.3 Implementation of Plan. If LESSOR delivers the plan required hereunder within the specified time and LESSEE does not terminate this Lease as provided herein, then, within ten (10) days of LESSEE'S notice to LESSOR that the plan is acceptable (or LESSEE'S failure to terminate this Lease prior to the expiration of the time for LESSEE to do so), LESSOR will, at its sole cost and expense, commence action necessary to implement the plan and diligently pursue such action to completion. Any work required by this paragraph will be performed strictly in accordance with the plan and in accordance with all applicable laws, ordinances and regulations governing such work.

19.17.5.4 Performance by LESSEE. If LESSOR fails to deliver a plan for remedial action within the time prescribed above and LESSEE does not terminate this Lease, or if LESSOR fails to undertake such work as is required by this paragraph and diligently pursue such work to completion, LESSEE may take such remedial action as it deems necessary and LESSOR shall promptly reimburse LESSEE for all costs incurred in such action.

19.17.5.5 Maintenance. Throughout the term of this Lease LESSOR shall, at its sole cost and expense, maintain in good condition and repair any improvements to the Property made under this paragraph and shall continually cause the Property and such improvements to remain in compliance with all applicable federal, state and local laws and regulations. If at any time LESSOR fails to perform such maintenance, LESSEE may perform the same, in which event LESSEE shall be promptly reimbursed by LESSOR for all costs incurred in such work.

19.17.6 Remedies.

19.17.6.1 Abatement of Rent. If, during the implementation of any remedial or maintenance work required hereunder, the Property is wholly or partially unsuitable for its use as provided in this Lease, there shall be an

equitable abatement of minimum fixed rent, percentage rent and any additional rent or other charges required to be paid by LESSEE hereunder until such time as such remedial or maintenance work has been completed.

19.17.6.2 Termination. Notwithstanding any other provision herein, in the event of any breach of LESSOR'S representations and warranties set forth above or in the event LESSOR fails to undertake remedial or maintenance work required of it hereunder and diligently pursue such work to completion, LESSEE may, by notice to LESSOR, terminate this Lease as of the date to be specified in such notice.

19.17.6.3 Offset. LESSEE shall be entitled to offset against rent payable hereunder any loss, cost, damage or expense covered by the LESSOR'S indemnification set forth in paragraph 19.17.3 hereof.

19.17.6.4 Nonexclusive Remedies. LESSEE shall be under no obligation to exercise any remedy which may be provided hereunder and no failure to exercise any such remedy shall prejudice LESSEE from exercising any other remedy available hereunder or under law or in equity. The remedies provided herein shall not be considered exclusive or preclude any claim for damages or any other remedy which may be available under this Lease or under law or in equity.

19.17.7 Environmental Audit As a material inducement for LESSEE to execute this Lease, LESSOR agrees that it shall conduct an environmental audit of the Property to determine whether there is evidence of any Hazardous Material or underground storage tanks thereon or therein. Such environmental audit shall be completed, and all results, tests and reports related thereto shall be forwarded to LESSEE, within sixty (60) days of LESSEE'S execution of this Lease. The environmental audit shall be conducted by a licensed engineer or consultant approved by LESSEE and shall include site inspection, sampling and analysis of soil, ground water and surface water samples, and a written report of all

findings. In the event that the environmental audit indicates the existence of Hazardous Material, LESSEE shall have the right to (i) require LESSOR to proceed with remedial action, pursuant to paragraph 19.17.5 herein, or (ii) terminate this Lease.

19.18 BINDING. This agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

19.19 MERGER. This agreement contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties.

19.20 TIME. Time is of the essence in the performance of all obligations of LESSOR and LESSEE hereunder for which a time of performance is specified.

19.21 CHOICE OF LAWS. This agreement shall be construed under and in accordance with the laws of the State of Pennsylvania, and all obligations of the parties created hereunder are performable in Delaware County, Pennsylvania.

19.22 ADDITIONAL COSTS. 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 therewith.

19.23 MEMORANDUM OF LEASE. It is the intention of the parties hereto not to record this Lease. However, should recordation of this Lease be desired by either party hereto, or required by applicable law, each party, at the request of the other, shall execute a Short Form Lease, or Memorandum of Lease, stating the

Lease term as well as any other terms necessary for recording. In the event of the recordation of any such Short Form or Memorandum of Lease, LESSOR shall be solely responsible for the payment of all costs and expenses of such recordation including but not limited to, any and all recordation fees, notary fees and realty transfer taxes imposed by the state or local government, or any agency or authority, upon the transfer of or interest in real property, and LESSOR shall indemnify and hold LESSEE harmless therefrom. Notwithstanding the foregoing, LESSEE agrees to pay to LESSOR an amount equal to one half (1/2) of the realty transfer tax to be paid to the state or local government, up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Said payment shall be paid to LESSOR, on the RENT COMMENCEMENT DATE, provided, that LESSOR shall first deliver to LESSEE written evidence of the actual payment of the full amount of any such transfer tax.

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

LESSOR -

Witness: _____ _____ (Seal)
JOSEPH A. GRACE

_____ _____ (Seal)
CAROL A. GRACE

LESSEE -

FLEMING COMPANIES, INC.

By: _____
Vice President

(SEAL)

Attest: _____
Assistant Secretary

The commencement date of this Lease, as provided in Article 4, Page _____ hereof, is agreed to be the _____ day of _____, 19___.

LESSOR -

Witness: _____ _____ (Seal)
JOSEPH A. GRACE

_____ _____ (Seal)
CAROL A. GRACE

LESSEE -

FLEMING COMPANIES, INC.

By: _____
Vice President

(SEAL)

Attest: _____
Assistant Secretary

STATE OF OKLAHOMA :
: SS.
COUNTY OF Oklahoma :

BE IT REMEMBERED, that on this 4th day of December, A.D., 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 the by virtue of the laws of Oklahoma, and James M. Wallace, Assistant Secretary of said corporation, who are personally known to me to be the same persons who execute, 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.

Jessi L. Walker
Notary Public

(SEAL)

My Commission Expires: 8-9-92

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF DELAWARE :

BE IT REMEMBERED, that on this 20TH day of OCTOBER, A.D., 19 89, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JOSEPH A. GRACE and CAROL A. GRACE, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Alison Bradley Lee
Notary Public

(SEAL)

NOTARIAL SEAL
ALISON BRADLEY LEE, NOTARY PUBLIC
BIRMINGHAM TWP., DELAWARE COUNTY
MY COMMISSION EXPIRES JAN. 29, 1990
Member, Pennsylvania Association of Notaries

My Commission Expires 1-29-90