

EXHIBIT A

Code, or any similar provisions of any future federal bankruptcy law, or if a Receiver or Trustee of the property of LESSEE or the guarantor shall be appointed under state law by reason of LESSEE'S or the guarantor's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of LESSEE'S or the guarantor's property for the benefit of creditors under state law and such action is not dismissed or stayed within sixty (60) days, then and in such event LESSOR may, at its option, terminate this Lease and all rights of LESSEE hereunder by giving LESSEE written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

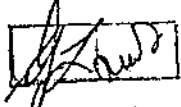
ARTICLE XVI. LESSOR'S ADDITIONAL COVENANTS.

16.1 PARKING AREA. LESSOR agrees that at no time during the term of this Lease, will the customer parking area, entrances and exits, driveways, common areas 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 with LESSEE'S written permission, or results from the exercise of any right granted LESSEE herein. Any material 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, without materially interfering with LESSEE'S business, simultaneously with the construction of the leased premises, construct other buildings in the Shopping Center of the size as shown on Exhibit "A".

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

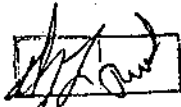
17.1 EXCLUSIVE. LESSOR covenants and agrees that LESSOR shall not operate, lease or permit any space in the Shopping Center to be used as a supermarket, convenience store, butcher shop, delicatessen (except as hereafter provided) or produce store. For purposes of this Lease, a "delicatessen" shall be defined as a store the sole purpose of which is to sell over-the-counter meat and related items. LESSOR shall not operate, lease or permit any space in the Shopping Center within 200 feet of the premises to be used as an office, training or educational facility, bakery, delicatessen restaurant or other restaurant, other than a seafood restaurant. Notwithstanding anything to the contrary set forth above, LESSOR shall have the right to operate, lease or permit any space in the Shopping Center located more than 300 feet from the premises as an arcade or a delicatessen restaurant, provided that such restaurant has a bona fide sit-down area with at least ten tables served by waitresses. LESSOR shall not operate, lease or permit any space in the Shopping Center to be used as or for a movie theater, bowling alley, sales of automobiles or other vehicles, funeral parlor, massage parlor, discotheque, dance hall, adult book store, skating rink, car wash or off-track betting parlor. The foregoing covenants in this Section shall not be applicable if, for a period of twelve (12) consecutive months, except for periods related to repairs, alterations, reconstruction, restoration, or other reasons beyond LESSEE'S control, the premises are not being used as a supermarket. In addition, if LESSOR acquires any land adjacent or contiguous to the Shopping Center, the restrictions contained in this Section 17.1 shall apply to such land and any space thereon. 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.


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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 retail and 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. LESSOR has not granted, and hereafter shall not grant, to other tenants of the Shopping Center any "exclusive" which would prevent LESSEE from selling items customarily sold in a supermarket.

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 during the period of any 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 such nonpayment. LESSOR may terminate this Lease if LESSEE remains closed for a continuous period of six (6) months or more, except as may result due to periods of repair, alterations, restoration, reconstruction, or other reasons beyond LESSEE'S control. Upon such termination, neither party shall have any further liability or obligation to the other except for items that have accrued as of the date of such termination, and LESSOR shall purchase from LESSEE or its sublessee, all fixtures and major pieces of equipment used in connection with LESSEE'S or any sublessee's supermarket business, (including, but not limited to, refrigerated food and frozen food display cases) at the lower of (i) the unamortized value thereof, or (ii) fair market value.

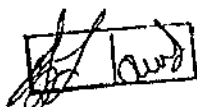
17.3 SUBLET OR ASSIGN. LESSEE shall have the right, during the term of this Lease, to sublet all or a portion of the premises, or to assign this Lease, either in whole or in part, to Brigantine Supermarket, Inc. (the "Sublessee") and to any subsidiary or


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affiliate of LESSEE, 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. In addition, 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, for use as a supermarket or equivalent type store selling food products, but no such subleasing 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 covenants to be performed on the part of LESSEE.

LESSEE shall not sublet or assign this Lease for any other purpose or to any other party without the prior written consent of LESSOR. If such subletting or assignment is permitted hereunder or LESSOR consents to any subletting or assignment, if such consent is required, it shall nevertheless be a condition to the effectiveness thereof that a fully executed copy of the assignment or sublease be furnished to LESSOR. Every sublease shall recite that it is subject and subordinate to the provisions of this Lease and that the termination or cancellation of this Lease shall, at LESSOR'S option, constitute a termination or cancellation of the sublease. If this Lease is assigned or sublet in contravention of the terms hereof, LESSOR may terminate this Lease upon thirty (30) days advance written notice.

In the event that LESSEE desires to assign this Lease or sublet all or a portion of the premises for any use other than that which is permitted herein, LESSEE shall so notify LESSOR in writing and LESSOR shall, no later than thirty (30) days after receipt of said notice, notify LESSEE of LESSOR'S election to terminate this Lease as of the last day of the month immediately subsequent to the month in which LESSOR so notifies LESSEE. If LESSOR does not notify LESSEE of LESSOR'S election to terminate this Lease within said thirty (30) day period, LESSOR shall be deemed to have consented to such proposed use and shall have waived its right of termination. In the event LESSOR


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elects to terminate this Lease as aforesaid, then upon such termination, neither party shall have any further liability or obligation to the other under this Lease, except for matters that have accrued prior to such termination, and as set forth in Section 19.25.

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, 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.

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.


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19.2 LESSOR ENTRY. The LESSOR or LESSOR'S agent shall have the right to enter the premises at any reasonable time upon prior notice and accompanied by a representative of LESSEE or Sublessee, (and it shall be a representative of Sublessee if Sublessee is in possession of the premises and is not in default of any terms, covenants and conditions of its Sublease, after all periods to cure) 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 or LESSOR'S agent 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 or Sublessee, (and it shall be a representative of Sublessee if Sublessee is in possession of the premises and is not in default of any terms, covenants and conditions of its Sublease, after all periods to cure) 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 non-structural alterations to the premises, provided such alterations or additions are at its sole cost and expense, and that such non-structural alterations shall be of good workmanship and material at least equal to that of the original construction, and that such non-structural alterations 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 non-structural alterations 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 non-structural alterations or to restore

the building to its original condition at the termination of this Lease. LESSEE shall not make any structural alterations or additions without the prior written consent of LESSOR.

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 shall have the first right and option to occupy certain additional space as shown on Exhibit "A" as "Expansion Area" during the term of this Lease including any renewal options. During the term of this Lease, LESSOR shall only enter into leases for the Expansion Area which have a maximum term of five (5) years. LESSOR shall notify LESSEE two (2) years prior to the expiration of any lease for any tenant of the Expansion Area or a portion thereof of LESSEE'S first right. LESSEE shall have one (1) year after receipt of such notice to notify LESSOR, in writing, whether LESSEE elects to lease such space. The lease for such space shall be on the same terms, conditions and rentals as provided herein, except that the minimum rent for said Expansion Area shall be based on the then fair market rental. Nothing herein shall obligate LESSOR to terminate the lease of any tenant of the Expansion Area prior to the expiration of such tenant's lease.

19.11 LESSOR'S WAIVER. LESSOR agrees that none of the property, including food, supplies, merchandise, inventory, furniture, fixtures, machinery, equipment, cash or any proceeds therefrom that are placed upon or permitted to be upon the premises 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 or for the breach of any other obligation by LESSEE under this Lease. In the event there is a mortgage on the premises, the LESSOR shall obtain the same waiver from the mortgagee. Although the foregoing shall be self-operative without the necessity for any further documents, LESSOR hereby agrees, without limiting the effectiveness of the foregoing, to furnish such further waivers of LESSOR'S right as may be reasonably requested from time to time.

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 c/o Site Development, Inc., 1701 Route 70 East, Cherry Hill, New Jersey 08003 and a simultaneous copy shall be sent to the Sublessee identified in Section 17.3 to 18000 Horizon Way, Suite 800, Mount Lauren, New Jersey 08054. Any such notice to LESSEE shall be addressed to it at 6301 Waterford Boulevard, P.O. Box 26647, Oklahoma City, Oklahoma 73126, 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.

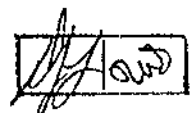
When the performance of the LESSOR'S work has proceeded to the point where LESSEE can commence any portion of its work and the installation of LESSEE'S trade fixtures, furniture and equipment in the premises, in accordance with good construction practice together with adequate security of the premises, 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, and to provide LESSOR with waivers of mechanics lien and insurance certificates for any contractor performing work on the premises on behalf of LESSEE. LESSEE shall use its best efforts to obtain waivers of mechanics liens and insurance certificates for any subcontractor.

19.15 SUBORDINATION. LESSEE agrees that this Lease and the Sublease, by and between LESSEE and Sublessee as identified in Section 17.3 of this Lease, shall be subordinate to any mortgage that may hereafter be placed upon the premises and to all renewals and extensions thereof, provided that (a) as a condition of the subordination set forth in this Lease, any such mortgage and every advance thereunder, every renewal, modification, consolidation, replacement and extension thereof and every substitution therefor shall contain a covenant binding upon the parties thereto to the effect that (i) as long as LESSEE shall not be in default under this Lease or, if LESSEE is in such default, so long as LESSEE'S time to cure such default shall not have expired, the term of this Lease shall not be terminated or modified in any respect whatsoever nor the rights of LESSEE hereunder or its occupancy of the premises be affected in any way should any such mortgage be foreclosed or any other action be instituted in connection with any such mortgage, and LESSEE shall not be named as a defendant in any foreclosure action



or other proceedings which may be instituted by any party to any such mortgage and (ii) as long as Sublessee as identified in Section 17.3 of this Lease shall not be in default under the Sublease or, if Sublessee is in such default, so long as Sublessee's time to cure such default shall not have expired, the term of the Sublease shall not be terminated or modified in any respect whatsoever nor the rights of Sublessee thereunder or its occupancy of the premises be affected in any way should any such mortgage be foreclosed, the Lease be terminated or any other action be instituted in connection with any such mortgage or the Lease, and Sublessee shall not be named as a defendant in any foreclosure action or other proceedings which may be instituted by any party to any such mortgage; (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, 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 such repair, replacement or rebuilding is possible, if LESSOR and/or LESSEE, under the terms of Article XIII above, either are required to or elect to repair, replace or rebuild the premises, and (c) any proceeds from condemnation awarded to LESSOR are first applied to repair, replace or rebuild the premises as a result of such condemnation, if such repair, replacement or rebuilding is possible, if LESSOR or LESSEE are not in default under the terms of this Lease, and LESSOR is not in default under the terms of any such mortgages, and if LESSOR under the terms of Article XIV above is required to or elects to so repair, replace or rebuild the premises. 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", and LESSEE shall from time to time within fifteen (15) days of LESSEE'S receipt of any written request by LESSOR execute and deliver to LESSOR a certificate in form for recording stating that this Lease is in full



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force and effect, has not been modified (or, if it has been modified, identifying the modification), that to the best of LESSEE'S knowledge no default exists on the part of either LESSOR or LESSEE (or, if such a default does exist, specifying the default) and specifying the dates to which rent and other charges have been paid by LESSEE hereunder. It is intended that any purchaser or mortgagee of LESSOR'S fee interest in the premises or any assignee of LESSOR'S interest in this Lease may rely on such a certification by LESSEE.

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

19.18 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.

19.19 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.

19.20 CHOICE OF LAWS. This agreement shall be construed under and in accordance with the laws of the State of New Jersey, and all obligations of the parties created hereunder are performable in Atlantic County, New Jersey.

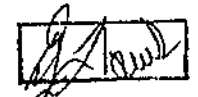
19.21 ADDITIONAL COSTS. In the event that either party hereto requests any consent of the other, as permitted in this lease, whether or not said party to whom the request is made consents thereto, or should either party hereto request the other to review and execute any documents, whether such documents 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.

19.22 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 by the Sublessee, 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, the party requesting the recording 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.

19.23 LIMITATION ON LIABILITY Neither LESSOR nor any partner of LESSOR shall be under any personal liability with respect to any of the provisions of this Lease, and if LESSOR is in breach or default under this Lease, LESSEE shall look solely to the equity of LESSOR in the premises and the Shopping Center, together with any insurance or condemnation proceeds to which the LESSOR may be entitled, for the satisfaction of LESSEE'S remedies. LESSOR'S liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed LESSOR'S equity interest in the Shopping Center. LESSEE acknowledges that no mortgagee which shall succeed to the interest of LESSOR shall be liable for any previous act or omission of LESSOR. The provisions of this Section 19.23 are not intended to limit LESSEE'S right to offset or deduct from rent or to seek injunctive relief or specific performance. The provisions of this Section 19.23 shall only be effective after the Rent Commencement Date.

19.24 HAZARDOUS WASTE. LESSEE represents that, to the best of its knowledge, its Standard Industrial Classification is SIC #5411 and such number is presently exempt from ECRA, N.J.S.A. 13:1K-6 et seq. LESSEE covenants to maintain its exempt status for the term of this Lease. LESSEE shall immediately notify LESSOR of any change in its exempt status.

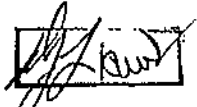

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LESSOR and LESSEE recognize that no ECRA approvals have been obtained as of the commencement of this Lease. Therefore, only to the extent caused by LESSEE since the initial date of its occupancy under this Lease, LESSEE shall, at LESSEE'S own expense, comply with the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder ("ECRA") only to the extent required in connection with and as a result of the closing, termination or transfer of LESSEE'S operation at the premises. LESSEE shall also provide all information within LESSEE'S control reasonably requested by LESSOR or the Bureau of Industrial Site Evaluation (the "Bureau") of the New Jersey Department of Environmental Protection ("NJDEP") for preparation of non-applicability affidavits should LESSOR or NJDEP so request; and LESSEE shall promptly execute such affidavits should the information contained therein be found by LESSEE to be complete and accurate. In the event that ECRA compliance becomes necessary at the premises due to any action or non-action on the part of the LESSOR, then LESSOR shall comply with ECRA and all requirements of the ECRA Bureau and LESSEE shall cooperate in the execution of any documents reasonably required by LESSOR or State of New Jersey. It is specifically understood that LESSEE is not responsible for any conditions pre-existing its initial date of occupancy under this Lease.

LESSOR warrants and represents that to the best of its knowledge any use, storage, treatment, or transportation of Hazardous Waste or Hazardous Substances, as defined by ECRA and the regulations promulgated thereunder, that has occurred in or on the premises prior to the date hereof has been in compliance with all applicable federal, state and local laws, regulations and ordinances. LESSOR additionally warrants and represents that to the best of its knowledge no release, leak, discharge, spill, disposal or emission of Hazardous Waste or Hazardous Substances has occurred in, on or under the premises, and that the premises are free of Hazardous Waste and Hazardous Substances as of the date hereof.

LESSOR agrees to indemnify and hold harmless the LESSEE from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and experts fees) arising during or after the lease term, or any renewal options, from or in connection with the presence or suspected presence of Hazardous Waste or Hazardous Substances in or on the premises, unless the Hazardous Waste or Hazardous Substances are present solely as a result of the negligence, willful misconduct or other acts of LESSEE, or its Sublessee, or that of their agents, employees, contractors or invitees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Waste or Hazardous Substances are present as a result of the negligence, willful misconduct or other acts of LESSEE, or its Sublessee, or that of their agents, employees, contractors or invitees. This indemnification shall specifically include any and all costs due to Hazardous Waste or Hazardous Substances that flow, diffuse, migrate or percolate into, onto or under the premises after the lease term commences.

19.25 SURRENDER. Except as is otherwise provided by Section 4.4 and Section 17.2 of this Lease, at the expiration of the Lease term or earlier termination of this Lease, LESSEE shall remove all trade fixtures and personal property from the premises, shall repair any damage to the premises caused by such removal, shall surrender all keys to the premises and yield up the premises, broom clean in the same good order and repair in which LESSEE is obligated to keep and maintain the premises by the provisions of this Lease, reasonable wear and tear and damage by fire, casualty, or taking excepted. Any property not so removed shall be deemed abandoned and may be removed and disposed of by LESSOR in such manner as LESSOR shall reasonably determine, without any obligation on the part of the LESSOR to account to LESSEE for any proceeds therefrom, all of which shall become the property of LESSOR. LESSEE shall further indemnify LESSOR


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against all loss, reasonable cost and damage resulting from LESSEE'S failure and delay in surrendering the premises as above provided.

19.26 BROKERS COMMISSION. LESSOR and LESSEE warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the premises or this Lease. LESSEE agrees to indemnify LESSOR against any loss, liability and expense (including reasonable attorneys fees and costs) arising out of claims for fees or commissions from anyone with whom LESSEE has dealt with regard to the premises or this Lease. LESSOR agrees to indemnify LESSEE against any loss, liability and expense (including reasonable attorneys fees and costs) arising out of claims for fees or commissions from anyone with whom LESSOR has dealt with regard to the premises or this Lease.

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

LESSOR -

BRIGANTINE HARBOUR LIMITED
PARTNERSHIP

By its Sole General Partner, SDI
Equities, L.P.

By its Sole General Partner, Site
Development, Inc.

(SEAL)

Attest: [Signature]

By: [Signature]
President

LESSEE -

FLEMING COMPANIES, INC.

By: [Signature]
Vice President

(SEAL)

Attest: [Signature]
Assistant Secretary

[Signature]
Initial Here

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

LESSOR -

BRIGANTINE HARBOUR LIMITED
PARTNERSHIP

(SEAL)

By its Sole General Partner, SDI
Equities, L.P.

By its Sole General Partner, Site
Development, Inc.

Attest: _____

By: _____

President

LESSEE -

FLEMING COMPANIES, INC.

By: _____

Vice President

(SEAL)

Attest: _____

Assistant Secretary

STATE OF New Jersey :
COUNTY OF Camden : SS.

BE IT REMEMBERED, that on this 22nd day of February, A.D., 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John P. Silvestri, President, and David J. Lisa, Secretary, of Site Development, Inc., a New Jersey corporation, the sole general partner of SDI Equities, L.P., the sole general partner of BRIGANTINE HARBOUR LIMITED PARTNERSHIP, a New Jersey limited partnership, who, I am satisfied, are the persons who signed the within instrument; and I having first made known to them the contents thereof, they thereupon acknowledged that they signed, sealed and delivered the said instrument on behalf of said corporation aforesaid and that the within instrument is the voluntary 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.

Carla E. Diamanti
Notary Public

(SEAL)

My Commission Expires: 4-27-90

CARLA E. DIAMANTI
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 27, 1990

Auth.
Notary Seal