

arbitrators are appointed hereunder and the parties are unable to agree upon such third appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed, and if, within thirty (30) days after the second arbitrator is appointed, said two arbitrators shall not agree upon the question in dispute, they shall themselves appoint a third arbitrator, who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the third arbitrator shall be selected by the parties themselves, if they can agree thereon, within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the presiding Judge of the U.S. District Court for the Federal District in which the premises are located. In the event of the failure, refusal, or inability of any arbitrator to act, a new arbitrator shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such arbitrator so failing, refusing or unable to act. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur shall in all cases, be binding and conclusive upon the parties. Each party shall pay the fees and expenses of one of the two original arbitrators appointed by such party, or in whose stead as above provided such arbitrator was appointed, and the fees and expenses

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 in lieu thereof, 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 bonafide dispute as to the LESSEE'S liability, if any, to make repairs, except after such liability has been finally judicially determined, or so long as LESSEE continues to pay minimum rent as hereinabove provided in Paragraph 6.

Should LESSOR elect to terminate LESSEE'S possessory rights, without terminating the term of this Lease, as hereinabove

provided, LESSOR shall, with the prior written consent of LESSEE, which consent shall not be unreasonably withheld, relet the premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as LESSOR may deem advisable, and LESSOR shall have the right to make, with the prior written consent of LESSEE, which consent shall not be unreasonably withheld, reasonable alterations and repairs to the premises. 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. 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; 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 to which LESSEE has given its written consent, 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 termination of the lease term, shall be construed as an election on the part of

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LESSOR to terminate this Lease unless a written notice of such intention be given to LESSEE, or unless the termination thereof is 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 premises.

25. LESSOR DEFAULT. The LESSOR further covenants 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 and LESSOR does not cure such default within thirty (30) days or if such default is of such a nature that it cannot reasonably be cured within said thirty (30) day period and LESSOR 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, LESSEE may, at its option, among other things, (1) cancel and annul this Lease, (2) remedy the condition or need referred to in such notice, (3) make the payment which LESSOR has not made, but should have made, if any, or (4) remedy the condition or need referred to in such notice and deduct LESSEE'S actual cost or the amount of the payment thereof from subsequent installments of rent. In the event of any dispute between the parties as to the right of LESSEE to such deduction, LESSOR further covenants and agrees that it will

not give LESSEE any notice of default or termination of this Lease unless LESSEE shall fail to pay to LESSOR the amount of any such deduction within ten (10) days after receipt of notice by LESSEE of a final and unappealable judgment with respect thereto in favor of LESSOR.

26. 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 Paragraph 33 of this Lease.

27. INSURANCE MAY BE PROVIDED BY SUBLESSEE OR ASSIGNEE. It is further understood that LESSEE at all times shall maintain the 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 Paragraph 9 above, by LESSEE or by an assignee or sublessee of LESSEE.

28. EXCLUSIVE. LESSOR covenants that it will not permit any person other than the LESSEE to operate a retail food store of any nature on the premises, or on any adjoining property owned by LESSOR, his assignee, or his transferee, without first obtaining the LESSEE'S prior written consent.

29. ALTERATIONS OR ADDITIONS. The LESSEE shall have the right to make alterations or additions to or expand the premises, provided such alterations or additions or expansion is at its sole cost and expense, and that such alterations or additions or expansion is of good workmanship and material at least equal to that of the original construction, and that such alterations or additions or expansion shall neither reduce the size and strength of the existing building or adversely affect the market value of the premises. The LESSEE shall not be required to remove any such alterations or additions or expansion or to restore the building to its original condition at the termination of this Lease.

30. 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.

31. OCCUPANCY. LESSOR agrees, on the premises which the LESSOR now controls or on contiguous or adjacent real estate which the LESSOR may at some later date control, that there will not be

located on such real estate a theater, bowling alley, or skating rink, without LESSEE'S prior written consent.

32. 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 closing said store at any time, provided that LESSEE shall continue to pay the ~~minimum~~ monthly rental as set forth in this Lease.

33. 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. 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.

34. 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 subtenants, 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 that there is a mortgage on the premises, the LESSOR shall obtain the same waiver from the mortgagee.

35. NOTICES AND DELIVERY OF ITEMS SENT BY MAIL. Any notice required or desired to be given to either party shall be in writing and be sent by registered or certified mail, postage prepaid. Any such notice to the LESSOR shall be addressed to it at 1900 North Bryant, Suite 300, Little Rock, Arkansas 72207. Any such notice to the LESSEE shall be addressed to it in care of the Store Development Department at Fleming Companies, Inc., P. O. Box 26647, Oklahoma City, Oklahoma 73126-0647. The address of either party may be changed by written notice thereof to the other party.

With respect to all notices and all other items, including rental, which may be or are required to be sent by mail, registered or otherwise, the placing of any such item in the United States mail, being properly addressed, postage prepaid by the sender, shall constitute delivery to the other party unless another provision of this Lease specifically states to the contrary what constitutes delivery of said item.

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

37. 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 building 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 building, in accordance with good construction practice, together with adequate security of the building, is commenced, LESSOR shall notify LESSEE to that effect. LESSEE agrees to install its trade fixtures and equipment in the building in a prompt and expeditious manner so as not to delay LESSOR in readying the building 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 building or any other part of the premises for occupancy.

38. SUBORDINATION. LESSEE agrees that this Lease shall be subordinate to any 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 shall agree to recognize this Lease in the event of foreclosure if the LESSEE is not then in default; (b) in the event the 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 Paragraph 16 are first applied to repair, replace or rebuild

the premises so damaged or destroyed, if LESSOR and/or LESSEE under the terms of Paragraph 17 and Paragraph 18 above, either are required to elect to repair, replace or rebuild the premises; and (c) any proceeds from condemnation awarded to LESSEE and/or its sublessee under Paragraph 17 and Paragraph 18 above shall be the sole property of LESSEE and/or its sublessee.

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

40. 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.

41. 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.

42. CHOICE OF LAWS. This agreement shall be construed under and in accordance with the laws of the State of Arkansas and all obligations of the parties created hereunder are performable in Arkansas.

43. MECHANICS' LIENS. LESSEE shall not suffer any mechanics' or materialmen's lien to be filed against the premises by reason of work, labor, services or materials performed or furnished to LESSEE or anyone holding any part of the premises under LESSEE. If any such lien shall at any time be filed as aforesaid, LESSEE may contest the same in good faith but notwithstanding such contest,

LESSEE shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of LESSEE'S failure to release of record any such lien within the aforesaid period, LESSOR may remove said lien by paying the full amount thereof or by bonding or in any other manner LESSOR deems appropriate, without investigating the validity thereof, LESSEE, upon demand, shall pay LESSOR the amount so paid out by LESSOR in connection with the discharge of said lien, together with reasonable expenses incurred in connection therewith, including reasonable attorneys' fees.

LESSOR shall not suffer any mechanics' or materialmen's lien to be filed against the premises by reason of work, labor, services or materials performed or furnished to LESSOR or anyone holding any part of the Premises under LESSOR. If any such lien shall at any time be filed as aforesaid, LESSOR may contest the same in good faith but notwithstanding such contest, LESSOR shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of LESSOR'S failure to release of record any such lien within the aforesaid period, LESSEE may remove said lien by paying the full amount thereof or by bonding or in any other manner LESSEE deems appropriate, without investigating the validity thereof, LESSOR, upon demand, shall pay LESSEE the amount so paid out by LESSEE in connection with the

discharge of said lien, together with reasonable expenses incurred in connection therewith, including reasonable attorneys' fees.

44. 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, casualties, strikes, lockouts, labor troubles, inability to produce materials, restrictive governmental laws or regulations, or other cause without fault and beyond the reasonable control of the party obligated (financial inability excepted), then upon written notice to the other party, 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. Notwithstanding the foregoing, LESSOR and LESSEE agree that irrespective of force majeure, the completion date of construction for occupancy as last set forth under Paragraph 3 hereof shall not be extended beyond said date unless agreed to in writing between the parties hereto.

45. MORTGAGEE'S NOTICE TO LESSEE. If LESSOR shall at any time give a first mortgage upon the premises, the holder of such

mortgage may give written notice to LESSEE that such holder has acquired a mortgage on the premises (any such holder who have given such a notice to LESSEE is herein called "MORTGAGEE"). Notwithstanding any other provision of the Lease, LESSEE agrees that it will not terminate the Lease or withhold any rent due thereunder because of any default by LESSOR in the performance of its obligations thereunder until the LESSEE has first given written notice to any MORTGAGEE at the address of such MORTGAGEE last furnished to LESSEE, specifying the nature of such default and allowing such MORTGAGEE the right but not the obligation to cure such default thirty (30) days after the date of receipt of such notice and a reasonable period of time in addition thereto if circumstances are such that said default can be cured, but cannot reasonably be cured within the said thirty (30) day period, provided the same are undertaken by MORTGAGEE with good faith efforts, due diligence and MORTGAGEE gives written notice to LESSEE of its intentions to cure or not cure the default.

46. ESTOPPEL CERTIFICATE. Within ten (10) days after written request by LESSOR, LESSEE shall execute, acknowledge and deliver to and in favor of any proposed mortgagee or purchaser of the premises, an estoppel certificate, in the form customarily used by such proposed mortgagee or purchaser, stating among other things: (i) whether the Lease is in full force and effect; (ii) whether the Lease has been modified or amended, and if so, identifying and describing any such modification or amendment; (iii) the date to which rent and any other charges have been paid; and (iv) whether

LESSEE knows of any default on the part of LESSOR or has any claim against LESSOR and if so, specifying the nature of such default or claim.

47. NONDISTURBANCE. If MORTGAGEE shall acquire the premises by foreclosure or conveyance in lieu of foreclosure, then if and so long as LESSEE is not in default in the performance or observance of the covenants and provisions of the Lease, MORTGAGEE will recognize the rights of LESSEE under the Lease and will not disturb LESSEE'S quiet and peaceful possession under the Lease. Subject to the provisions hereof, LESSEE agrees to attorn to MORTGAGEE in the event of foreclosure or by conveyance in lieu of foreclosure, and subject to the provisions of Paragraph 38 of this Lease to be subordinate to any first mortgagee on the premises (or any part thereof) held by any MORTGAGEE.

48. RESPONSIBILITY FOR HAZARDOUS MATERIAL AND UNDERGROUND STORAGE TANKS.

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

48.1.1 "Hazardous Material" means any substance, material or waste which is or at any time hereafter becomes regulated as "hazardous" or "toxic" or under any other similar designation by any local, state or federal governmental authority having jurisdiction over the Property. 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.).

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

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

48.1.4 "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.

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

48.2 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

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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.

48.3 Indemnifications.

48.3.1 Indemnification by LESSOR: 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 limitations, 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 48.5 hereof and any damages suffered as a result of any termination of this Lease in accordance with paragraph 48.5 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.

48.3.2 Indemnification by LESSEE. LESSEE hereby agrees to indemnify, defend and hold LESSOR harmless from any and all loss, cost, damage and expense that arises during or after the

term of this Lease as a result of the introduction of any Hazardous Material in or on the Property by any Indemnified Person. The costs covered by LESSEE's indemnification include, without limitation, costs incurred in the investigation of site conditions and fees of attorney's, engineers and other consultants.

48.4 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.

48.5 Remedial Action.

48.5.1 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 as soon as reasonably practical and in any event (i) within ninety (90) days after LESSOR's receipt of such notice from LESSEE and (ii) not later than the expiration of any period of time to formulate a remedial plan which may be prescribed by any federal, state or local governmental authority having jurisdiction over the Property, 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 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.

48.5.2 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 20 days of LESSEE's receipt of such plan (or, if LESSOR fails to provide such plan, within 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.

48.5.3 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 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, 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.

48.5.4 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, unless such action results from an event as to which LESSEE has indemnified LESSOR under Paragraph

48.3.2 hereof, LESSOR shall promptly reimburse LESSEE for all costs incurred in such action.

48.5.5 Maintenance. Throughout the term of this Lease, LESSOR shall 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, unless such work relates to an event as to which LESSEE has indemnified LESSOR under paragraph 48.3.2 hereof.

48.5.6 Costs. LESSOR shall pay all costs and expenses incurred under this paragraph other than costs and expenses resulting from an event as to which LESSEE has indemnified LESSOR under paragraph 48.3.2 hereof, which costs and expense shall be paid by LESSEE.

48.6 Remedies.

48.6.1 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.

48.6.2 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 48.3.1 hereof.

48.6.3 Nonexclusive Remedies. Neither LESSOR nor LESSEE shall be under any obligation to exercise any remedy which may be provided hereunder and no failure to exercise any such remedy shall prejudice any other remedy available hereunder or under law. 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.

48.7 Environmental Studies and Reports. LESSOR represents to LESSEE that it has heretofore provided to LESSEE full, accurate and complete copies of any all reports, studies, and other information in its possession relating to the issue of the presence or suspected presence of any Hazardous Material on the Property and agrees that it will promptly following its receipt thereof, furnish to LESSEE full, accurate and complete copies of any such reports, studies and other information hereafter obtained by LESSOR. Without limitation of the foregoing, LESSOR represents and warrants to LESSEE that it has received and reviewed LESSEE'S environmental site assessment guidelines and that it has provided LESSEE with an environmental report complying with such guidelines. LESSEE hereby acknowledges its receipt and acceptance of such report.

49. Execution of ECR. On or before the date LESSOR acquires fee simple title to the premises, LESSOR and Highland Partnership, an Arkansas partnership, will have entered into, executed and filed in the real estate records of Crawford County, Arkansas, the Easements with Covenants and Restrictions Affecting Land (ECR) agreement, a copy of which is attached hereto as Exhibit "c" and incorporated herein by reference.

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

LESSOR
THE TFF NOMINEE TRUST

BY Thomas F. James
Thomas F. James, Trustee

LESSEE

FLEMING COMPANIES, INC.

SEAL
Attest:

James M. Hall
Asst. Secretary

BY James Clark
VICE PRES

The commencement date of this Lease, as provided in Paragraph 4, Page 7 hereof, is agreed to be the 27 day of February, 1992.

LESSOR
THE TFF NOMINEE TRUST

BY Thomas F. James
Thomas F. James, Trustee

LESSEE

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49

SEAL
Attest:

James M. Hallman
Asst. Secretary

FLEMING COMPANIES, INC.

By James W. Clark
VICE PRES

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ACKNOWLEDGMENTS

STATE OF Ark)
COUNTY OF Pulaski) ss.

BE IT REMEMBERED, that on this date personally appeared before me, a Notary Public, duly commissioned, qualified and acting in and for the State and county aforesaid, THOMAS F. JAMES, personally well known to me, who stated on oath that he is the duly appointed, constituted and acting Trustee of THE TFJ NOMINEE TRUST dated September 24, 1986, and that, pursuant to the terms of said Trust, he is authorized to execute legal documents on behalf of the Trust for the sale and purpose of or other transactions relating to real estate, and that he had so acted on behalf of the Trust in his capacity of Trustee, in executing the foregoing document for the considerations and purposes therein mentioned and set forth.

My Commission Expires:

1-1-93

Margaret E. Wheeler
Notary Public

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss.

BE IT REMEMBERED, that on this 13th day of August, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, James W. Clark Vice President of FLEMING COMPANIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, and James M. Wallace, Assistant Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My Commission Expires:

9/8/94

Renee Lane
Notary Public

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EXHIBIT B

SUBLEASE AGREEMENT

SUBLESSOR

FLEMING COMPANIES, INC.

SUBLESSEE

C. V.'s FOODLINER, INC.,
C.V. COMBS AND R. ANN COMBS

Pointer Trail Road and Highway 59
Van Buren, Arkansas

SUBLEASE AGREEMENT

THIS AGREEMENT is made this 13th day of August 1991,
by and between FLEMING COMPANIES, INC. , an Oklahoma corporation
with an office at Oklahoma City, Oklahoma, hereinafter referred to
as SUBLESSOR, and C. V.'s FOODLINER, INC., a corporation, and C.V.
COMBS and R. Ann COMBS, husband and wife, hereinafter collectively
referred to as SUBLESSEE.

WITNESSETH:

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

LAND DESCRIPTION:

Tract 1: Part of the Southwest Quarter
Northeast Quarter of Section 13, Township 9
North, Range 32 West Crawford County, Arkansas
more particularly described as follows:

Beginning at the Southwest Corner of said
Southwest Quarter Northeast Quarter. Thence
South 88 degrees 04 minutes 48 seconds East,
along the South line of said Forty, 560.74
feet to the point of beginning. Thence North
00 degrees 42 minutes 54 seconds East 465.0
feet. Thence South 88 degrees 04 minutes 48
seconds East 338.80 feet. Thence South 00
degrees 42 minutes 54 seconds West 465.0 feet
to the South line of said Forty. Thence North
88 degrees 04 minutes 48 seconds West, along
said South line, 338.80 feet to the point of
beginning containing 3.62 acres more or less
subject to existing Road Rights of Way and any
Easements of record.

under that certain lease (hereinafter called "ORIGINAL LEASE"),
dated the 13th day of August, 1991, executed by
The TFJ Nominee Trust, as ORIGINAL LESSOR, and SUBLESSEE desires to
sublease the premises from SUBLESSOR.

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

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

2. TERM AND ACCEPTANCE. SUBLESSOR hereby leases to SUBLESSEE, and SUBLESSEE hires from SUBLESSOR, only for operation of a retail food market, the above described premises for an initial term of five (5) years, commencing simultaneously with the term of the ORIGINAL LEASE. The parties hereto agree to endorse the commencement date at the end hereof.

In consideration of such subletting, SUBLESSEE agrees to assume all of the obligations of SUBLESSOR set forth in said ORIGINAL LEASE and SUBLESSEE further agrees to fulfill all of said obligations under the terms of said ORIGINAL LEASE without default of any kind or nature whatsoever and SUBLESSEE does agree to fulfill all of the affirmative covenants set forth in said ORIGINAL LEASE without further notice of any kind or nature from ORIGINAL LESSOR or SUBLESSOR. No benefits accruing to SUBLESSOR under the ORIGINAL LEASE are passed on to SUBLESSEE except as may otherwise be specifically provided for hereunder.

This Sublease shall be automatically renewed for three (3) additional terms of five (5) years each unless SUBLESSOR terminates this Sublease by giving written notice to SUBLESSEE ninety (90) days prior to the end of the initial term or any renewal term. Notwithstanding any such renewal, or any other provision hereof, this Sublease shall automatically terminate on the expiration or termination of the ORIGINAL LEASE. Such ORIGINAL LEASE is for a term of twenty (20) years. SUBLESSEE agrees to accept the premises in the condition existing on the date of the commencement of the term of this Sublease, subject only to the obligation of ORIGINAL LESSOR with respect to latent defects as set forth in the ORIGINAL LEASE.

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

- A. A minimum weekly rental of Three Thousand Four Hundred Eleven and 45/100 Dollars (\$3,411.45); plus
- B. An amount equal to One and One-Eighth percent (1.125%) of gross sales, as defined herein, made from the premises in any calendar month in excess of One Million Four Hundred Seven Thousand Nine Hundred and no/100 Dollars (\$1,407,900.00).
- C. Taxes and assessments as set forth in paragraph 4 hereof.
- D. Public liability and property damage insurance annual premiums as set forth in Paragraph 5 hereof.
- E. Reimbursement of fire and extended coverage insurance and rental interruption insurance annual premiums as set forth in Paragraph 13 hereof.
- F. Repairs and maintenance of the premises as set forth in Paragraph 9 hereof.

GROSS SALES DEFINED. The term "gross sales," as used herein, shall include all sales of merchandise from, through or off the premises, including the performance of any service for any customer or patron for compensation by the SUBLESSEE or employee, and shall include all sales by 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 credits of a similar nature. "Gross sales" shall not include sales, luxury, excise or other taxes collected by SUBLESSEE from customers and charged separately, merchandise transfers from one of the SUBLESSEE'S stores to another, return of merchandise to a supplier, wholesale bakery or wholesale delicatessen sales between stores owned by SUBLESSEE, or sales of money orders or vending machine receipts except to the extent of royalties actually received by SUBLESSEE.

SUBLESSOR and ORIGINAL LESSOR shall have the right, at any time, but no more than once a year, and from time to time, at SUBLESSOR'S or ORIGINAL LESSOR'S expense, to have audits made of the records of sales which occur on the premises. SUBLESSOR'S and ORIGINAL LESSOR'S right to examine the books and records pertaining to the operation of a business on the premises, or to make an audit thereof in respect to any lease year, shall be limited to the then current lease year, plus the year immediately preceding.

SUBLESSEE'S statements for other prior lease periods shall be deemed to have been accepted by SUBLESSOR and ORIGINAL LESSOR and be uncontestable.

TIME OF PAYMENT. The weekly rental payment provided in Paragraph 3A above shall be due on or before Wednesday of each week during the full term of this Sublease, except that payment may be made at such other time during each week as may be agreed upon by both parties.

If the commencement date of the term of this Lease shall be other than the first day of a calendar month, the rent for such partial month shall be calculated and paid on a proportionate basis, so that thereafter rent may be calculated and paid for even calendar months.

Payment of any additional rental, as outlined in Paragraph 3B, shall be paid on or before the tenth (10th) day of the following month.

4. TAXES. As additional rental, SUBLESSEE agrees to pay to SUBLESSOR on demand, the amount of all taxes and assessments for which SUBLESSOR is obligated or becomes obligated to pay to ORIGINAL LESSOR under the terms of the ORIGINAL LEASE. SUBLESSEE shall also pay all taxes levied and assessed against property belonging to it and located upon the premises.

SUBLESSEE shall not be entitled to exercise SUBLESSOR'S rights under the terms of the ORIGINAL LEASE to contest any such taxes and assessments, unless SUBLESSOR first gives to SUBLESSEE it written

consent. In the event SUBLESSEE, with SUBLESSOR'S consent as aforesaid, shall contest any such taxes or assessments, SUBLESSEE shall indemnify and hold SUBLESSOR and ORIGINAL LESSOR harmless from any and all costs, expenses, damages or other sums or amounts that either SUBLESSOR or ORIGINAL LESSOR pay or incur caused by or arising out of any such contest by SUBLESSEE.

5. PUBLIC LIABILITY. SUBLESSEE agrees to indemnify, protect and save SUBLESSOR and ORIGINAL LESSOR harmless from any and all claims of others for injuries to persons or property occurring in or upon the premises as defined on page 1 of the ORIGINAL LEASE and arising out of the use, occupancy or operation of the said premises by SUBLESSEE except such claims for injuries as are caused in any proportion by the negligent, intentional or willful acts of SUBLESSOR or ORIGINAL LESSOR.

SUBLESSEE agrees to maintain, at its own expense, during the full term of this Sublease, a policy of public liability and property damage insurance in a reputable company authorized to do business in the State of Arkansas, in which policy SUBLESSOR and ORIGINAL LESSOR shall be named as additional insureds, and to furnish SUBLESSOR current certificates evidencing the existence of such insurance, including an endorsement which will provide for no cancellation of such insurance without thirty (30) days prior written notice to SUBLESSOR and ORIGINAL LESSOR. Such policy shall provide primary coverage for the benefit of ORIGINAL LESSOR, SUBLESSOR and SUBLESSEE in an amount not less than \$1,000,000.00

ORIGINAL LESSOR, or such other tenants, their respective employees and agents, all without impairment or invalidation of such insurance.

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

8. ENTRY RIGHT. SUBLESSOR and ORIGINAL LESSOR shall have the right to enter the premises at any reasonable time for the purpose of inspecting the same or showing the same for any proper purpose or doing anything that SUBLESSEE may be required to do, and shall fail to do, and in the event of an emergency, SUBLESSOR and ORIGINAL LESSOR shall have the right to enter immediately and without notice. In the event it is reasonably necessary for SUBLESSOR or ORIGINAL LESSOR to make any repairs to the premises then SUBLESSEE shall reimburse SUBLESSOR or ORIGINAL LESSOR on demand for the cost thereof, which cost is agreed in advance to be proper and reasonable. SUBLESSEE shall not be entitled to any abatement or reduction of rent if SUBLESSOR or ORIGINAL LESSOR exercises any rights reserved in this paragraph. SUBLESSOR and

ORIGINAL LESSOR shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the entry of SUBLESSOR or ORIGINAL LESSOR on the premises as provided for in this Sublease.

9. MAINTENANCE AND REPAIR. SUBLESSEE shall perform and be financially responsible for the covenants and obligations of SUBLESSOR under the ORIGINAL LEASE regarding maintenance and repair to the premises in strict accordance with the terms of Paragraph 2 and 13 of the ORIGINAL LEASE.

10. CONDITION OF BUILDING. SUBLESSEE covenants that it will pay the rent stipulated at the time and place specified; that it will use the premises solely for the purpose above specified; that it will, at its expense, keep the premises and improvements thereon in the same good order and repair in which they now are or may hereafter be placed, except (1) usual wear and tear, (2) acts of God and unavoidable casualties, (3) repairs of defects for which ORIGINAL LESSOR is responsible under the ORIGINAL LEASE, and (4) damages and loss for which SUBLESSOR and ORIGINAL LESSOR have waived recovery under said ORIGINAL LEASE.

SUBLESSEE agrees to make timely payments for all repairs, additions or alterations, made by it and will not permit any lien, affidavit, charge or order for payment to attach to the premises on account thereof. If any lien, affidavit, charge or order for payment attaches to the premises as a result of any actual or

alleged act or omission of SUBLESSEE, SUBLESSEE shall immediately remove such lien, affidavit, charge or order for payment.

SIGNS. SUBLESSEE agrees to maintain the premises in a neat, clean and healthful condition, and in every respect as required by the laws of the United States and of the State of Arkansas, and ordinances of the City of Van Buren, or any other governmental authority now or hereafter in force; it will not do, or permit to be done, on the premises, any act in violation of the conditions of any policy of insurance on the premises; it will not place on, affix to, or display from, any part of the outside or inside of the premises, any sign or advertisement prohibited by the terms of the ORIGINAL LEASE.

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

12. VACATE PREMISES. SUBLESSEE further covenants that it will peacefully and quietly vacate and surrender the premises to SUBLESSOR at the expiration of the term hereof, or at any earlier termination thereof and that it will not hold over beyond such

single limit combined bodily injury and property damage each occurrence, to cover all situations where as person or persons claim bodily injury, death or property damage in or upon the premises.

SUBLESSEE shall remit to SUBLESSOR, on demand, the aggregate amount of all insurance premiums for which SUBLESSOR is responsible under the terms of the ORIGINAL LEASE for insurance.

6. WAIVER OF LIABILITY. SUBLESSEE hereby releases the SUBLESSOR and ORIGINAL LESSOR, and their respective employees, agents, and every person claiming by, through or under either of it, from any and all liability or responsibility for any loss or damage to property (real or personal) owned by or belonging to SUBLESSEE, its respective employees, agents and every person claiming by, through or under them (whether by subrogation or otherwise) caused by fire or any other insured peril covered by any insurance policies for the benefit of SUBLESSEE, even if such loss or damage shall have been caused by the fault or negligence of another party, their employees or agents or such other tenant or any employee or agent of such other tenant. All policies of insurance written to insure all buildings, parking and common areas, service and delivery areas, improvements, contents and all other such property (real or personal) shall contain a proper provision, by endorsement or otherwise, whereby the insurance carriers issuing the same shall acknowledge that the insured has so waived and released its right of recovery against SUBLESSOR, or

expiration or earlier termination. In the event SUBLESSEE breaches this covenant, SUBLESSEE shall indemnify and hold harmless SUBLESSOR from any and all damages, costs or expenses (including reasonable attorney's fees) that SUBLESSOR incurs, whether under the ORIGINAL LEASE or otherwise, as a result of such breach by SUBLESSEE.

13. CASUALTY INSURANCE. The ORIGINAL LESSOR has agreed to keep in effect, at its expense, subject to SUBLESSEE'S obligation to reimburse SUBLESSOR and ORIGINAL LESSOR on demand, and during the original or any renewal term of this Sublease, a policy(s) of fire and extended coverage insurance and rental interruption insurance, covering the premises, written by a responsible insurance company authorized to do business within the state where the premises are located, in accordance with the terms of the ORIGINAL LEASE. SUBLESSEE agrees to remit to SUBLESSOR, on demand, the amount of the aggregate annual premium for insurance for the premises for said policy(s) subject to SUBLESSEE'S right to obtain a like insurance coverage at a lower rate in accordance with all the terms and conditions of Paragraph 16 of the ORIGINAL LEASE. If SUBLESSEE can obtain a like insurance coverage policy(s) at a lower rate than it is required to pay SUBLESSOR, SUBLESSEE, after complying with all the provisions of Paragraph 16 of the ORIGINAL LEASE shall be required to pay to SUBLESSOR only the amount of such lower rate so long as SUBLESSOR, under the terms of the ORIGINAL LEASE, is only required to pay such lower rate. Nothing herein

contained shall be construed to grant to SUBLESSEE any interest in or claim to the proceeds of such policy(s) of insurance in the event of damage to, or destruction of, the premises.

14. DAMAGE OR DESTRUCTION. SUBLESSEE agrees it shall not keep anything within the premises or use the premises for any purpose which will cause an increase in the insurance premium cost or invalidate any insurance policy(s) carried on the premises or other parts of the Shopping Center. In the event SUBLESSEE stores, maintains or uses anything on the premises which causes an increase in any such insurance premium cost, SUBLESSEE shall immediately either (a) remedy the condition causing said penalty or premium increase, bearing any and all original and continuing costs attributable thereto which shall be treated as additional rent due to the SUBLESSOR: or (b) should SUBLESSOR allow such storing, maintaining, or use to continue, SUBLESSEE shall be held solely accountable to the ORIGINAL LESSOR for the original ongoing and continuing costs and expenses attributable thereto which shall be treated as additional rent due the ORIGINAL LESSOR.

SUBLESSOR shall not be liable for any loss or damage, loss of profits, or interruption of business occasioned by the termination of the ORIGINAL LEASE between SUBLESSOR and ORIGINAL LESSOR, or from any other causes beyond its control; provided, however, that in the event the premises shall be wholly or partially damaged or destroyed by fire, windstorm, or other casualty and the ORIGINAL LESSOR, according to the terms of the ORIGINAL LEASE, commences to

rebuild or repair the premises and is able to proceed with due diligence in the rebuilding, reconstruction and repairing of the premises, as provided in the ORIGINAL LEASE, then this Sublease shall continue in full force and effect, and SUBLESSEE'S rent shall abate in the same proportion that SUBLESSOR'S rent abates during the period the premises are unsuitable, in whole or in part, for occupancy as a retail food market. If the ORIGINAL LEASE is terminated at the option of SUBLESSOR because of (1) the delay in the repair or reconstruction of the premises, or (2) the extent of the damage or destruction of the premises, or (3) following condemnation under the right of eminent domain by public authority, or (4) any default of ORIGINAL LESSOR, then this Sublease shall also automatically terminate and the obligation of the parties hereunder shall cease as of the date the ORIGINAL LEASE is terminated. If the ORIGINAL LEASE is terminated following condemnation there shall be an equitable disposition between SUBLESSOR and SUBLESSEE of that part of the total award received by SUBLESSOR if the proper judicial authority does not make such a disposition.

15. REIMBURSEMENT. Any and all taxes, insurance premiums, repair, maintenance and utility costs, or other charges beyond the payment of rent, either for which SUBLESSEE is obligated under the terms of this Sublease, or for which SUBLESSOR may become obligated under the terms of the ORIGINAL LEASE, and which SUBLESSEE hereby agrees to pay, may, at the option of SUBLESSOR, be paid by

SUBLESSOR and, in that event, SUBLESSEE hereby agrees to reimburse SUBLESSOR for the full amount of such payment upon demand.

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

17. SUBLESSEE DEFAULT. In the event of SUBLESSEE'S default, SUBLESSEE'S rights and obligations shall be governed by this paragraph and not by Paragraph 24 of the ORIGINAL LEASE. Each of the following shall constitute an event of default ("Event of Default") by the SUBLESSEE under this Sublease:

- (a) Failure to pay rent when it becomes due and the continuation of such failure for a period of fifteen (15) days after demand to perform has been made upon SUBLESSEE;
- (b) Failure to keep or perform any covenant or obligation made incumbent upon SUBLESSEE under any part of this Sublease or under any part of the ORIGINAL LEASE and the continuation of such failure for a period of fifteen (15) days after demand has been made upon SUBLESSEE;
- (c) SUBLESSEE is in default under the terms of any loan agreement between SUBLESSEE and SUBLESSOR or an affiliate, or any promissory note executed pursuant to such loan agreement or in connection therewith,

or if SUBLESSEE shall be in default of its obligations to SUBLESSOR or an affiliate pursuant to any Supply Agreement relating to the purchase of merchandise or products by SUBLESSEE from SUBLESSOR or an affiliate;

- (d) The leasehold interest or any property of SUBLESSEE on the premises shall be taken or levied upon by attachment, execution or other process;
- (e) SUBLESSEE becomes insolvent or generally fails to pay, or admits in writing its inability to pay, debts as they become due; or SUBLESSEE applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for SUBLESSEE or any property of SUBLESSEE, or makes a general assignment for the benefit of creditors, or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for SUBLESSEE or for a substantial part of the property of SUBLESSEE and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding is commenced in respect of SUBLESSEE, and if such case or proceeding is not commenced by SUBLESSEE, it is consented to or acquiesced in by SUBLESSEE or remains for thirty (30) days undismissed; or if SUBLESSEE takes any corporate action to authorize or in furtherance of any of the foregoing;
- (f) SUBLESSEE creates or permits to exist any mortgage, pledge, title retention lien, or other lien, encumbrance or security interest with respect to premises;
- (g) SUBLESSEE abandons the premises;
- (h) SUBLESSEE defaults in its performance under the Equity Store Loan Agreement between SUBLESSEE and FLEMING COMPANIES, INC.

17.1 EFFECT OF DEFAULT. If an Event of Default shall occur, SUBLESSOR may, at its option, terminate, cancel or annul this Sublease immediately and enter and take possession of the premises

without any previous notice of intention to reenter, and may remove all persons and property from the premises in order to recover full and exclusive possession of the premises. If this Sublease shall be terminated pursuant to this paragraph, or if SUBLESSOR repossesses the premises as a result of the occurrence of an Event of Default, SUBLESSEE shall remain liable to SUBLESSOR for all loss sustained by SUBLESSOR by reason of such termination, cancellation and repossession.

18. WAIVER. One or more waivers of any covenant or condition by SUBLESSOR shall not be construed as a waiver of a further breach of the same or any other covenant or condition, and any consent or approval shall not be deemed to waive or render unnecessary SUBLESSOR'S consent or approval to any subsequent similar action.

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

20. RELATIONSHIP. Nothing contained herein shall be deemed or construed by any person as creating a relationship of principal and agent or of partnership or of joint venture between SUBLESSOR

and SUBLESSEE. It is understood and agreed that neither the method of computation of rent, nor any other provision hereof, nor any act of the parties hereunder, shall create a relationship between SUBLESSOR and SUBLESSEE other than that of landlord and tenant.

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

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

23. RESPONSIBILITY FOR HAZARDOUS MATERIAL AND UNDERGROUND STORAGE TANKS.

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

- (1) "Hazardous Material" means any substance, material or waste which is or at any time hereafter becomes regulated as "hazardous", or "toxic" or under any other similar designation by any local, state or federal governmental authority having jurisdiction over the premises. 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.).

- (2) "Improvements" means the buildings and other improvements located on the real estate including, but not limited to, the leased premises.
- (3) "Property" means the real estate and improvements.
- (4) "Real Estate" means the tract of land under and surrounding the leased premises owned by the ORIGINAL LESSOR, including, without limitation, all ground water and other substances therein.
- (5) "Indemnified Person" means the owner of the Real Estate, SUBLESSOR, and any director, officer, employee, agent or invitee of the owner of the Real Estate or the SUBLESSOR.

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

C. Obligation of SUBLESSOR. The parties acknowledge that the ORIGINAL LEASE contains certain representations, warranties and indemnifications relating to any Hazardous Material or any underground storage tank on the Property. In the event of any loss, cost, damage or expense covered by such indemnification provisions of the ORIGINAL LEASE, SUBLESSOR agrees that it will exercise reasonable efforts to enforce the obligations of the owner

under the ORIGINAL LEASE. The parties agree that other than as set forth above, SUBLESSOR assumes no responsibility or obligation to SUBLESSEE with respect to any Hazardous Material or any underground storage tank on the Property.

D. Termination of ORIGINAL LEASE. In the event SUBLESSOR elects, pursuant to the provisions of the ORIGINAL LEASE, to terminate the ORIGINAL LEASE by reason of the presence of any Hazardous Material or any underground storage tank on the Property, this Sublease shall terminate as of the date of termination of the ORIGINAL LEASE.

E. Indemnification. SUBLESSEE agrees that it will not bring onto the Property any Hazardous Material other than inventory, cleaning supplies and other materials in normal quantities ordinarily used in the operation of its business, and that it will not permit any employee, agent, officer, director or invitee of SUBLESSEE or any person occupying the Property, or any portion thereof, by, through or under SUBLESSEE to bring any Hazardous Material onto the Property. SUBLESSEE hereby indemnifies each Indemnified Person from and against any and all loss, cost, damage and expense arising from the introduction of any Hazardous Material onto the Property by SUBLESSEE, any employee, agent, officer, director or invitee of SUBLESSEE or any other person occupying the Property, or any portion thereof, by, through or under SUBLESSEE.

F. Remedies of SUBLESSEE. If SUBLESSOR becomes aware of the presence or suspected presence of any Hazardous Material brought

onto the Property in violation of paragraph 23(E), SUBLESSOR may so notify the SUBLESSEE and request that SUBLESSEE institute remedial action. SUBLESSEE will, within ten (10) days of receipt of such notice, at its sole cost and expense, commence such action as is specified by SUBLESSOR to remove all such Hazardous Material from the Property and will diligently pursue such action to completion. Such work will be performed in accordance with all applicable laws, ordinances and regulations governing such work. If SUBLESSEE fails to undertake the work required by this paragraph, SUBLESSOR may, at its option, to be exercised by notice to SUBLESSEE (i) undertake such work, in which event SUBLESSEE shall reimburse SUBLESSOR for all costs and expenses, including the fees of attorneys, engineers and other consultants incurred by SUBLESSOR in such work, or (ii) terminate this SUBLEASE without prejudice to any claim for damages resulting from SUBLESSEE'S breach hereof. However, SUBLESSOR shall not be under any obligation to exercise either of the remedies specified in the preceding sentence and the remedies provided in this paragraph shall not be considered exclusive or preclude any claim for damages or any other remedy which may be available under this SUBLEASE or under law.

24. UTILITIES. SUBLESSEE shall pay all charges for electricity, gas, heating, air conditioning, telephone, hot and cold water, and other utility services used on the premises, during the original or any renewal term hereof. Separate meters for the utility charges to the premises will be provided by ORIGINAL LESSOR

at its sole expense, and SUBLESSEE shall pay directly to the utility company furnishing same the costs or charges for such utility services.

25. Intentionally omitted.

26. NOTICE. Any notice require or desired to be given to either party shall be in writing and be sent by registered mail, postage prepaid. Any such notice to SUBLESSOR shall be addressed to FLEMING COMPANIES, INC., 6301 Waterford Blvd., P. O. Box 26647, Oklahoma City, Oklahoma 73126. Any notice to SUBLESSEE shall be addressed to the premises.

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

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

29. COMMENCEMENT DATE. The commencement date of this Sublease, as provided for in Paragraph 2, Page 3 hereof, is agreed to be the 27th day of February, 1992.

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

"SUBLESSOR"

SEAL
Attest:

James M. Hallan
Asst. Secretary

FLEMING COMPANIES, INC.,
an Oklahoma corporation

By *James Clark*
Vice President

"SUBLESSEE"

SEAL
Attest:

R. Ann Combs
Secretary

C.V.'s FOODLINER, INC.,

By *C.V. Combs*
President

C.V. Combs
C.V. COMBS

R. Ann Combs
R. ANN COMBS

ACKNOWLEDGMENTS

STATE OF Oklahoma
COUNTY OF Oklahoma SS.

BE IT REMEMBERED, that on this 13th day of August 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James W. Clark, Vice, President of FLEMING COMPANIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, and James M. Wallace, Assistant Secretary of said corporation, who are persona known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My Commission Expires:

9/8/94

(SEAL)

Russell
Notary Public

STATE OF _____)
COUNTY OF _____) SS.

BE IT REMEMBERED, that on this _____ day of 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came President of C.V.'s FOODLINERS, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Arkansas, and _____, Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My Commission Expires:

(SEAL)

Notary Public

STATE OF _____)
COUNTY OF _____) SS.

BE IT REMEMBERED, that on this _____ day of 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C.V. Combs and R. Ann Combs, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same to be of their free act and deed.

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

My Commission Expires:

(SEAL)

Notary Public

-22793

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*This page is
notarized in
Swiss copy!
Re 3-10-92*