

EXHIBIT "E"

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	
Fleming Companies, Inc.)	Chapter 11
)	Case No. 03-10945 (MFW)
Debtors.)	(Jointly Administered)
)	

AFFIDAVIT OF LINDA RAUTERKUS

STATE OF WISCONSIN)
) SS.
LA CROSSE COUNTY)

LINDA RAUTERKUS, being first duly sworn, deposes and states as follows:

1. I am an Accountant for Reinhart Real Estate Group, Inc. ("Reinhart") and I make this Affidavit on personal knowledge after being duly authorized to do so.
2. I make this Affidavit in support of the Limited Objection of Reinhart Real Estate Group and Marjorie A. Reinhart to the Debtors' Notice Pursuant to Sale Order Re Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Pursuant to Instruction from Supervalu, Inc. (Hearing Date: December 8, 2003) (the "Objection").
3. Attached as Exhibit B to the Objection is a true and correct copy of the Lease between Reinhart and the Debtor for the property located at 113 North Kingston Drive, Caledonia, Minnesota (the "Caledonia Lease").
4. The Houston County Assessor's Office refers to the property located at 113 North Kingston Drive, Caledonia, Minnesota as 510 Vista Drive, Caledonia, Minnesota.
5. Under the terms of the Caledonia Lease, the Debtor is required to timely pay the taxes on the premises that are the subject of the Caledonia Lease. In the event that the Debtor

fails to make the required tax payment, Reinhart may, at its option, pay the taxes. If Reinhart chooses to pay the taxes, the Debtor is required to reimburse Reinhart for the amounts paid by Reinhart, plus interest at a rate of 1.5% per month from the due date of the taxes to the date the Debtor reimburses Reinhart.

6. On October 15, 2002, a real estate tax installment of \$11,664.00 was due and owing to Audrey M. Petersen, Treasurer of Houston County, Caledonia, Minnesota ("October 15, 2002 Tax Payment").

7. Attached hereto as Exhibit A is a true and correct copy of the real estate tax bill from Audrey M. Petersen, Treasurer of Houston County, Caledonia, Minnesota. The real estate tax bill shows the amounts paid in 2002 and the amounts to be paid in 2003.

8. The Debtor failed to make the October 15, 2002 Tax Payment on or before October 15, 2002.

9. Reinhart made the October 15, 2002 Tax Payment on or before October 15, 2002.

10. The Debtor reimbursed Reinhart for the October 15, 2002 Tax Payment on or about March 5, 2003. However, the Debtor failed to pay the interest that was due and owing to Reinhart from the date the real estate taxes were due, October 15, 2002, until the date that the Debtor reimbursed those funds to Reinhart, March 5, 2003, pursuant to the terms of the Caledonia Lease.

11. According to the terms of the Caledonia Lease, Reinhart is entitled to \$816.80 in interest as a result of Reinhart's payment of the October 15, 2002 Tax Payment ($\$11,664.00 \times 18\% / 365 \text{ days} \times 142 \text{ days}$) ("October 15, 2002 Interest Payment").

12. On or about March 6, 2003, I sent a letter to the Debtor informing them of the October 15, 2002 Interest Payment. Attached hereto as Exhibit B is a true and correct copy of that letter.

13. To date, the Debtor has not paid Reinhart the October 15, 2002 Interest Payment.

14. In response to the Debtors' Supplemental Notice Re: Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion, Reinhart served the Debtor with notice that the \$816.80 Interest Payment was due as a cure amount as of July 11, 2003.

15. Attached hereto as Exhibit C is a true and correct copy of Reinhart's Response to the Debtors' Supplemental Notice Re: Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion.

16. Despite the fact that Reinhart listed the \$816.80 Interest Payment as part of its cure amount, the Debtor assigned Reinhart a \$0 Maximum Cure Amount in Exhibit A of the Sale Order.

17. On October 15, 2003, a real estate tax installment of \$8,008.00 was due and owing to Audrey M. Petersen, Treasurer of Houston County, Caledonia, Minnesota ("Caledonia October 15, 2003 Tax Payment"). See Exhibit A.

18. The Debtor failed to make the Caledonia October 15, 2003 Tax Payment on or before October 15, 2003.

19. Reinhart made the Caledonia October 15, 2003 Tax Payment on or before October 15, 2003.

20. The Debtor reimbursed Reinhart for the Caledonia October 15, 2003 Tax Payment on or about October 27, 2003. However, the Debtor failed to pay the interest that was due and

owing to Reinhart from the date the taxes were due, October 15, 2003, until the date that the Debtor reimbursed those funds to Reinhart, October 27, 2003, pursuant to the terms of the Caledonia Lease.

21. According to the terms of the Caledonia Lease, Reinhart is entitled to \$47.39 in interest as a result of Reinhart's payment of the Caledonia October 15, 2003 Tax Payment ($\$8,008.00 \times 18\% / 365 \text{ days} \times 12 \text{ days}$) ("Caledonia October 15, 2003 Interest Payment").

22. On or about October 27, 2003, I sent a letter to the Debtor informing them of the Caledonia October 15, 2003 Interest Payment. Attached hereto as Exhibit D is a true and correct copy of that letter.

23. To date, the Debtor has not paid Reinhart the Caledonia October 15, 2003 Interest Payment.

24. Under the terms of the Caledonia Lease, Reinhart is entitled to annual percentage rent payments from the Debtor.

25. On or before September 15, 2003, Reinhart should have received the 2003 annual percentage rent payment from the Debtor. The 2003 annual percentage rent is for the period September 1, 2002 through August 31, 2003. The 2003 annual percentage rent is calculated based upon the gross sales in the Caledonia Leased Premises.

26. The Debtor through Karen Gebert via voicemail on December 2, 2003, informed me that the gross sales for the period September 1, 2002 through August 31, 2003 were \$5,930,569.00. Based upon the information provided by Debtor, I believe that the 2003 annual percentage rent should be $\$32,923.81$ ($\$5,930,569.00$ (gross sales) minus $\$3,735,648.40$ (base sales) = $\$2,194,920.60$ (excess sales) $\times 1.5\%$ (percentage) = $\$32,923.81$ (total percentage rent due)).

27. The Caledonia Lease expressly provides that if the Debtor fails to make the annual percentage rent payment on time that Reinhart is entitled to interest on the payment from the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month.

28. To date, the Debtor has not made the annual percentage rent payment. Therefore, if the Debtor were to pay the annual percentage rent today, December 3, 2003, Reinhart would be entitled to interest from the Debtor totaling \$1,299.20 ($\$32,923.81$ (presumed annual percentage rent) \times 18% (annual interest rate) divided by 365 days = \$16.24 (per diem interest); 80 days (number of days between September 15, 2003 and December 3, 2003) \times \$16.24 (per diem interest)). Of course, interest continues to accrue at the rate of \$16.24 per day until the annual percentage rent is paid.

29. Reinhart has not received the annual percentage rent payment or the interest due on that amount; therefore, the Debtor is not current on all of its obligations under the Caledonia Lease.

30. Attached as Exhibit A to the Objection is a true and correct copy of the Lease between Reinhart and the Debtor for the property located at 1020 Industrial Boulevard, Spring Valley, Minnesota (the "Spring Valley Lease").

31. Under the terms of the Spring Valley Lease, the Debtor is required to timely pay the taxes on the premises that are the subject of the Spring Valley Lease. In the event that the Debtor fails to make the required tax payment, Reinhart may, at its option, pay the taxes. If Reinhart chooses to pay the taxes, the Debtor is required to reimburse Reinhart for the amounts paid by Reinhart, plus interest at a rate of 1.5% per month from the due date of the taxes to the date the Debtor reimburses Reinhart.

32. On October 15, 2003, a real estate tax installment of \$8,192.00 was due and owing to Philip Burkholder, Fillmore County Auditor/Treasurer for the Spring Valley property ("Spring Valley October 15, 2003 Tax Payment").

33. Attached hereto as Exhibit E is a true and correct copy of the real estate tax bill from Philip Burkholder, Fillmore County Auditor/Treasurer.

34. The Debtor failed to make the Spring Valley October 15, 2003 Tax Payment on or before October 15, 2003.

35. Reinhart made the Spring Valley October 15, 2003 Tax Payment on or before October 15, 2003.

36. The Debtor reimbursed Reinhart for the Spring Valley October 15, 2003 Tax Payment on or about October 27, 2003. However, the Debtor failed to pay the interest that was due and owing to Reinhart from the date the real estate taxes were due, October 15, 2003, until the date that the Debtor reimbursed those funds to Reinhart, October 27, 2003, pursuant to the terms of the Spring Valley Lease.

37. According to the terms of the Spring Valley Lease, Reinhart is entitled to \$48.48 in interest as a result of Reinhart's payment of the Spring Valley October 15, 2003 Tax Payment ($\$8,192.00 \times 18\% / 365 \text{ days} \times 12 \text{ days}$) ("Spring Valley October 15, 2003 Interest Payment").

38. On or about October 27, 2003, I sent a letter to the Debtor informing them of the Spring Valley October 15, 2003 Interest Payment. Attached hereto as Exhibit F is a true and correct copy of that letter.

39. To date, the Debtor has not paid Reinhart the Spring Valley October 15, 2003 Interest Payment.

Linda Rauterkus

Linda Rauterkus

Subscribed and sworn to before me
this 3 day of December, 2003.

Patricia J. Hetaskey
Notary Public, State of Wisconsin

My commission expires: 3/4/07

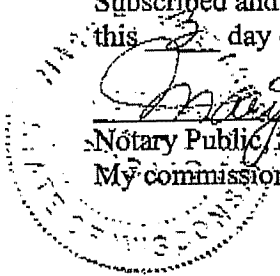


Exhibit “A”

STATEMENT OF PROPERTY TAX PAYABLE IN 2003

STATE FILING INFORMATION

AUDREY M. PETERSEN
 Treasurer of Houston County
 304 South Marshall - Room 112
 Caledonia, Minnesota 55921-1324

Caledonia

PARCEL IDENTIFICATION NO. **R21.0717.036**

If this box is checked, you owe delinquent taxes.

TAXPAYER
REINHART REAL ESTATE GROUP INC
 201 MAIN ST STE 800
 PO BOX 2228
 LA CROSSE WI 54602-2228

	2002	2003
Estimated Market Value:	681,900	456,000
New Improvements:		
Taxable Market Value:	681,900	\$ 456,000
M-IPR Line 1 Amount:		
M-IPR Line 2 Amount:	\$ 23,328.00	16,016.00
Line 6 Amount:		
Property Class:	COMM	COMM

DETACH HERE AND ENCLOSE THIS STUB WITH FORM M-1PR WHEN FILING FOR A REFUND FROM THE MINNESOTA DEPARTMENT OF REVENUE
STATEMENT OF PROPERTY TAXES PAYABLE IN 2003

REINHART REAL ESTATE GROUP INC
 201 MAIN ST STE 800
 PO BOX 2228
 LA CROSSE WI 54602-2228

C 19
 5735



AUDREY M. PETERSEN
 Treasurer of Houston County
 304 South Marshall - Room 112
 Caledonia, Minnesota 55921-1324
 507-725-5815



	9051	7519	2002	2003
New Improvements:			681,900	456,000
Estimated Market Value:			681,900	456,000
Taxable Market Value:			681,900	456,000
Property Class:			COMM	COMM

PARCEL IDENTIFICATION NO. **R21.0717.036**

DESC: SECT-13 TWP-102 RANGE-006
 1 ADTN FOLTZ ADTN CALEDONIA
 LOT- D
 PT OUTLOT D BLOCK 4
 FIRST ADDITION TO FOLTZ ADD

1. Use this amount on form M-1PR to see if you're eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	\$	0.00	\$	0.00
2. Use this amount for the special property tax refund on schedule 1 of form M-1PR.	<input type="checkbox"/>	\$	0.00		
Your Property Tax And How It Is Reduced By The State					
3. Your property tax before reduction by state-paid aids and credits.		\$	69,288.67	\$	44,109.82
4. Aid paid by the State of Minnesota to reduce your property tax.			45,960.67		28,093.82
5. A. Homestead and agricultural credits paid by the State of Minnesota to reduce your property tax.			0.00		0.00
B. Other credits paid by the State of Minnesota to reduce your property tax.			0.00		0.00
6. Your property tax after reduction by state-paid aids and credits		\$	23,328.00	\$	16,016.00
Where Your Property Tax Dollars Go					
7. A. County: HOUSTON COUNTY			7,435.80		4,685.17
B. City or Town: CALEDONIA CITY			0.00		0.00
8. State General Tax:			3,981.36		2,617.13
9. School District: 0299			7,466.41		4,657.21
10. Special Taxing Districts:			3,197.22		3,729.17
A. Voter approved levies:			1,118.33		343.62
B. Other local levies:			128.88		83.70
C. WTSD:			0.00		0.00
D. Non-school voter approved referenda levies:			0.00		0.00
11. Total property taxes before special assessments:		\$	23,328.00	\$	16,016.00
12. Special assessments added to this property tax bill:			0.00		0.00
PRINCIPAL					
INTEREST					
13. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS.		\$	23,328.00	\$	16,016.00

If you pay your taxes late, you will be charged a penalty. Pay this amount no later than **MAY 15** \$ 8,008.00
 See back for rate. Pay this amount no later than **OCTOBER 15** \$ 8,008.00

Read the back of this statement to find out how to apply

Exhibit “B”



201 MAIN STREET, SUITE 800
POST OFFICE BOX 2228
LA CROSSE, WI 54602-2228
PHONE 608-782-4999
FAX 608-782-5799

March 6, 2003

Fleming Companies, Inc.
Manager, Real Estate Administration
c/o The Staubach Company--Lease ID MN-218
1945 Lakepoint Drive
Lewisville, TX 75057

To Whom It May Concern:

We received the real estate tax installment on the Caledonia, Minnesota store on Thursday, March 6, 2003. Since this real estate tax payment was due on October 15, 2002, we have calculated interest due as follows:

Interest is due for the period October 15, 2002 through March 5, 2003 (142 days)

Rate is 1.5% per month or 18% annual

Amount of real estate taxes due was \$11,664.00

Calculation: $\$11,664.00 \times 18\% / 365 \text{ days} \times 142 \text{ days} = \816.80

Please issue a check payable to "Reinhart Real Estate Group, Inc." in the amount of \$816.80 and mail to my attention at the above address. Thank you for your cooperation.

If you have any questions, please feel free to contact me.

Sincerely,

Linda Rauterkus
Accountant

Exhibit "C"



201 MAIN STREET, SUITE 800
POST OFFICE BOX 2228
LA CROSSE, WI 54602-2228
PHONE 608-782-4999
FAX 608-782-5084

July 25, 2003

United States Bankruptcy Court for the District of Delaware
824 North Market Street, 6th Floor
Wilmington, DE 19801

Dear Sirs:

Subject: **Fleming Companies, Inc., et al., Debtors, Chapter 11 Proceeding (Case #03-10945 MFW)**

Pursuant to your Supplemental Notice Re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion, we have enclosed the schedule showing the items requested in paragraph #1.

The undersigned has several leases with the debtor. These are the only properties for which we received a cure notice.

Sincerely,

Kevin J. Leidel
Reinhart Real Estate Group

jmo
Enclosure

cc: Fleming Companies, Inc. Contracts Department
Shirley S. Cho
Geoffrey Richards, Kirkland & Ellis LLP
Laura Davis Jones, Pachulski, Stang, Ziehl, Young, Jones & Weintraub P.C.
Lenders, c/o Andrew DeNatale, White & Case
Committee, c/o Dennis Dunne, Milbank, Tweed, Hadley & McCloy LLP
Robert S. Hertzberg, Pepper Hamilton LLP

**Reinhart Real Estate Group, Inc
 Response to Supplemental Notice Re Potential Assumption and Assignment
 Fleming Companies, Inc Chapter 11 Proceedings**

<u>Contract assignment #</u>	<u>Property address</u>	<u>Prepetition cure amount (Interest)</u>	<u>Postpetition cure amount (Rent)</u>	<u>Postpetition cure amount (Real Estate Taxes)</u>	<u>Consequential Damages</u>
7032	200 Tin Street Ontonagon, MI		\$6,268.51 *	8405.99	N/A
7033	510 Vista Drive Caledonia, MN	\$816.80 ~	\$4,683.17 *	1228.64	N/A
7034	1020 No. Broadway Spring Valley, MN		\$7,082.08 *	1256.92	N/A
7035	24 Fillmore St. Black River Falls, WI		\$12,250.00 *	1899.24	N/A
7036	1230 Popular Ave. Superior, WI				N/A

~ Default letter sent 6/5/03. Interest on late payment

* Rent paid to 7/03/2003. Amount due 8/03/2003

** Real estate taxes paid thru 6/30/03. Above figures represent Daily accrual from 7/1/03-7/28/03

*** Real estate taxes due 9/14/03

LEASE SUMMARY

LOCATION: 200 Tin Street
Ontonagon, Michigan

DATE: July 10, 1989

LESSOR: Reinhart Plaza

TENANT: Gateway Foods of Twin Ports, Inc.

TERM: 18 years and 2 months commencing July 10, 1989
and expiring September 9, 2007.

OPTIONS TO RENEW: One 5-year option and one 4-year option,
exercisable on 12 months' advance written
notice.

FIXED ANNUAL
RENT: \$75,222.16 per year, payable in monthly
installments of \$6,268.51.

PERCENTAGE
RENT: 1-1/2% of gross sales in excess of
\$1,607,314.60 per year, payable annually.

USE: Retail grocery store.

REAL ESTATE TAXES: Paid by Tenant.

UTILITIES: Paid by Tenant.

REPAIR
OBLIGATIONS: Tenant makes all repairs, both structural and
nonstructural.

INSURANCE: Tenant maintains comprehensive general
liability insurance with limits of
\$3,000,000/\$5,000,000/\$1,000,000. Lessor
maintains fire and casualty insurance at
Tenant's expense.

ASSIGNMENT
AND SUBLETTING: Tenant may not assign or sublet without the
written consent of Lessor, which will not be
unreasonably withheld.

ASSIGNMENTS: Don Zietlow assigned his interest in the lease
to D. B. Reinhart by Assignment dated
September 15, 1989.


MDZ:ma/16 [tin]

LEASE ASSIGNMENT AND ASSUMPTION

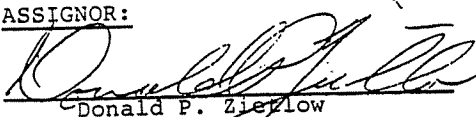
DONALD P. ZIETLOW ("Assignor"), for One Dollar (\$1.00) and other good and valuable consideration to Assignor in hand paid by D. B. REINHART ("Assignee"), the receipt of which is hereby acknowledged, and in consideration of the agreements and undertakings of Assignee hereinafter set forth, by these presents does grant, transfer and assign unto Assignee all of Assignor's right, title and interest in and to those leases described on Exhibit A attached hereto (the "Leases"), effective as of the date hereof.

Assignee hereby assumes and agrees to perform and observe all the undertakings, obligations and covenants which accrue and are to be performed or observed from and after this date by the lessor under the Leases.

Dated: September 15, 1989.

ASSIGNEE:


 D. B. Reinhart

ASSIGNOR:


 Donald P. Zietlow

STATE OF Wisconsin)
) SS.
 COUNTY OF LaCross)

Personally came before me this 11th day of September, 1989, the above-named D. B. Reinhart, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Thomas J. Phillips
 Notary Public, State of Wisconsin
 My Commission is permanent

[Notarial Seal]

STATE OF Wisconsin)
) SS.
 COUNTY OF LaCross)

Personally came before me this 11th day of September, 1989, the above-named Donald P. Zietlow, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Thomas J. Phillips
 Notary Public, State of Wisconsin
 My Commission is permanent

[Notarial Seal]

This document was drafted by:

Michael D. Zeka
 Minahan & Peterson, S.C.
 Suite 2200
 411 East Wisconsin Avenue
 Milwaukee, WI 53202-4499

MDZ:ma/17

LEASE

dated as of July 10, 1989

between

REINHART PLAZA as Lessor

and

GATEWAY FOODS OF TWIN PORTS, INC. as Tenant

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LEASE

dated as of July 10, 1989

between

REINHART PLAZA as Lessor

and

GATEWAY FOODS OF TWIN PORTS, INC. as Tenant

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DATA SHEET

LESSOR:

Reinhart Plaza
P. O. Box 1957
La Crosse, WI 54602-1957

TENANT:

Gateway Foods of Twin Ports, Inc.
(successor in interest to Gateway
Foods of Minnesota, Inc.)
701 Susquehanna Avenue
Superior, WI 54880

TERM:

Eighteen (18) years, two (2) months, commencing
July 10, 1989 and expiring September 9, 2007.

FIXED
MINIMUM
ANNUAL
RENTAL:

Eighty-five Thousand Four Hundred Four and no/100
Dollars (\$85,404.00), payable in monthly install-
ments of Seven Thousand One Hundred Seventeen and
no/100 Dollars (\$7,117.00).

ANNUAL
PERCENTAGE
RENT:

The Tenant agrees to pay as additional rental a
sum equal to one and one-half percent (1-1/2%) of
the gross sales (as defined in paragraph 3(c)
herein) of foodstuffs and merchandise over and in
excess of \$1,607,314.60 per year made upon the
Leased Premises in each one (1) year period
commencing the first day of the first full month
following commencement of the Lease Term ("Lease
Year"); such additional rent, if any, shall be
payable within fifteen (15) days after the
expiration of said Lease Year.

LEASED
PREMISES:

200 Tin Street, Ontanogon, Michigan, as described
on attached Exhibit A.

1. Lease of Leased Premises. Lessor is the owner of certain property and improvements legally described on Exhibit A (the "Leased Premises"). Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Leased Premises for the term and at the rental set forth herein and upon the other provisions contained herein.

2. Term. (a) The term of this Lease shall be as set forth on the Data Sheet.

(b) Provided Tenant is not in default under any of the terms of this Lease, upon the expiration of the original term, Tenant shall have the right and option to extend this Lease for one (1) term of five (5) years and one (1) term of four (4) years, consecutively, by giving Lessor 12 months' advance written notice before the end of the then-current term. Such extensions shall be on the same terms and conditions as set forth herein.

3. Rental. (a) The Tenant agrees to pay the rental set forth on the Data Sheet in advance on the first day of each month during the term hereof, payable without demand and without offset or deduction. All payments required hereunder shall be made to the Lessor at the place designated for notices as hereinafter provided, or at such other place as the Lessor may from time to time designate in writing.

(b) The Tenant shall, within fifteen (15) days after the expiration of the lease year, send to the Lessor a statement in writing, signed by an officer of the Tenant, which statement shall show gross sales in said Leased Premises by the Tenant during the term herein demised. The Tenant agrees to keep an accurate record of its sales in the Leased Premises, which record as well as all other accounts, books and papers referring to such sales shall be available and open to inspection of the Lessor, or its duly authorized representative, at reasonable intervals and times. The Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of gross sales and in connection with such audits to examine all of Tenant's records of gross sales. If any audit discloses a deficiency in the payment of percentage rental, Tenant shall forthwith pay to Lessor the amount of the deficiency together with interest at the rate of twelve percent (12%) per annum from the date when said payment should have been made. If such audit discloses that the gross sales by Tenant exceed those reported by more than three percent (3%), Tenant shall pay the reasonable costs of such audit and examination. The Lessor agrees to treat all information obtained pursuant to this provision as confidential; provided, however, that Lessor may disclose such information to prospective buyers and/or lenders.

(c) The term "gross sales" as hereinabove used shall include the aggregate volume of all sales of foodstuffs and merchandise or services sold or rendered in, upon, about or resulting from the Leased Premises by the Tenant, whether sold for cash or on a charge basis, less all credits for returned merchandise, merchandise trade-ins, exchanges, merchandise cancellations, allowances, bad debts, discounts and any and all credits of a similar nature. Gross sales shall include sales where orders originate and/or are accepted in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises. It is mutually agreed that the sum of money which the Tenant is required to pay to any governmental body or agency by reason of any excise, use or sales tax shall not be considered as a part of the gross sales in said Leased Premises for the purpose of computing the additional rent.

4. Compliance With Law. (a) Tenant shall obey, observe and promptly comply with all governmental rules, regulations, ordinances and laws which shall be applicable, now or at any time during the term hereof, to the Leased Premises (including, but not limited to, any underground storage tanks and any other

improvements now or hereafter erected on the Leased Premises), and shall promptly comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises, including, without limitation, existing and outstanding orders and requirements.

(b) Tenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Leased Premises in violation of any state or federal statute. If Lessor reasonably believes that Tenant is storing, using, discharging or disposing of any Contaminants in violation of this provision, Lessor may require Tenant, at Tenant's expense, to conduct such tests or inspections as may be necessary to reasonably satisfy Lessor that the terms of this provision have not been violated. If no Contaminants are found as a result of such tests or inspections, Lessor shall pay all costs of such tests or inspections. Tenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Leased Premises and caused by Tenant.

5. Use. Tenant shall continuously occupy and use the Leased Premises during the term hereof for the purpose of a retail grocery store. Such use shall not be changed without the express written consent of Lessor.

6. Taxes and Assessments. (a) Tenant shall pay, on or prior to the due date, in addition to all other sums required to be paid by it under the provisions of this Lease, all taxes, assessments and levies assessed against the Leased Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, which are due and payable during the term of this Lease (the "Taxes"). Taxes due and payable during a partial lease year shall be prorated and paid accordingly.

(b) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes (other than ordinary income taxes), Tenant and not Lessor shall pay the same.

(c) Tenant shall have the right to contest the legality or validity of any of the Taxes, but no such contest shall be carried on or maintained by it after the time limited for the payment of any such Taxes unless Tenant, at its option, (1) shall pay the amount involved under protest; (2) shall procure and maintain a stay of all proceedings to enforce any collection of the Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money or by such undertaking as may be required or permitted by law to accomplish such stay; or (3) shall deposit with Lessor, as security for the performance by Tenant of its obligations hereunder with respect to the Taxes, such reasonable security as may be demanded by Lessor to ensure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. In the event any such contest is made by Tenant, then within thirty (30) days after any adverse final determination thereof, it shall fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses that may have accrued thereon or that may result from any such action by Tenant, whereupon Lessor shall return to Tenant all amounts, if any, deposited by Tenant in accordance with the provisions hereof. Lessor shall cooperate with Tenant to the extent required by law, provided the same can be done without any liability to Lessor. All of Lessor's costs and expenses relating thereto shall be paid by Tenant.

(d) Should Tenant fail, within the time provided above, to pay any of the Taxes, including all penalties, fines,

interest, costs and expenses, or should Tenant attempt any such contest without complying with the conditions of subparagraph (c) hereof, Lessor may, but shall not be obligated to, pay, discharge, compromise or adjust the payment of the obligation involved or any part thereof. In the event of any sale or sales to enforce or collect the same, Lessor may seek and effect any redemption therefrom as it may deem satisfactory, and Tenant shall repay to Lessor the full amount so paid by Lessor, including any costs, expenses and reasonable attorneys' fees incurred by Lessor, on or before the first day of the next ensuing calendar month, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date of payment by Lessor.

(e) Lessor shall promptly deliver to Tenant any and all tax notices or assessments which it may receive relating to the Leased Premises.

7. Utilities. (a) Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Leased Premises (the "Utilities") during the term of this Lease or any renewal or extension thereof. In no event will Lessor be liable for any interruption or failure in the supply of Utilities caused by accident, breakage, repairs or any other cause beyond the control of Lessor.

(b) Tenant agrees to pay for the operation and maintenance of any systems or facilities designed to heat, air condition and ventilate the Leased Premises.

8. Maintenance and Repair. Except as hereinafter provided in connection with damage by fire or other casualty, Tenant, at its sole expense, shall make all repairs and replacements to the Leased Premises, both structural and otherwise, and shall maintain the Leased Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence repairs within ten (10) days after receipt of written demand by Lessor, or does not adequately complete such repairs within a reasonable time thereafter, Lessor may make such repairs. If Lessor makes such repairs, Tenant shall pay to Lessor the costs of such repairs plus an amount equal to ten percent (10%) of such costs.

9. Insurance. Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Lessor covering the Leased Premises and providing coverage with limits of liability of not less than \$3,000,000 for bodily injury to one person, \$5,000,000 for bodily injury to any group of persons as the result of any one accident, and \$1,000,000 for property damage. In the event Lessor reasonably deems such coverage inadequate, Tenant shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor.

10. Fire and Casualty Insurance. Lessor, at the expense of Tenant, shall keep the buildings and improvements now or hereafter located on the Leased Premises insured against loss by fire or other casualty with extended coverage in an amount equal to the full insurable value thereof, and in an amount sufficient to avoid any coinsurance penalty, and against loss by boiler explosion in an amount deemed adequate by Lessor. Lessor may at its option also procure, at Tenant's expense, use and occupancy insurance in the amount of up to one year's rental hereunder. Tenant shall, upon demand of Lessor, pay to Lessor the cost of all such insurance. Lessor shall furnish to Tenant certificates or other evidence indicating that such insurance is in effect.