

***INSTRUMENT RE FILED TO CORRECT SCRIVNERS
ERROR IN LEGAL DESCRIPTION***

P BOOK 0096 PAGE 0048

STATE MS.-DESOTO CO.
FILED

STATE MS.-DESOTO CO.
FILED

After recording return to:

Kane, Russell, Coleman & Logan, P.C.
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
Attention: Scott A. Dyché

OCT 22 1 08 PM '02

OCT 11 9 48 AM '02

BK 96 PG 202
W.E. DAVIS CH. CLK.

BK 96 PG 48
W.E. DAVIS CH. CLK.

P BOOK 0096 PAGE 0202

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made and entered into as of this 3rd day of October 2002, by and between **SOUTHHAVEN FOODCO INVESTORS, LLC**, a Delaware limited liability company (hereafter referred to as "Landlord"), having an address at c/o Cardinal Capital Partners, Inc., 8214 Westchester Drive, 9th Floor, Dallas, Texas 75225, and **FLEMING COMPANIES, INC.**, an Oklahoma corporation, having an address at 1945 Lakepointe Drive, Lewisville, Texas 75067 (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord and Tenant entered into that certain Lease Agreement (the "Lease") dated October 3, 2002, whereby Landlord has leased to Tenant certain real property and improvements thereon (the "Property") located in the City of Southhaven, County of DeSoto, Mississippi, the legal description of which Property is set forth on **Exhibit A** attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows (defined terms have the meanings set forth in the Lease):

1. **Term.** The term of the Lease is for a period of fifteen (15) years, commencing October 3, 2002. Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for four (4) successive periods of five (5) years each.

2. **Successors.** The covenants, conditions, and agreements made and entered into by the parties hereto and in the Lease shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors, and assigns.

3. **Incorporation of Lease.** All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.

4. **Conflicts with Lease.** This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish, or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

EXHIBIT "A" – LEGAL DESCRIPTION

TRACT I:

Lots 28, 29, 30, 31, 32, 33 and 34 of Unit 1, Freeport Industrial Park Subdivision, in Section 22, Township 1 South, Range 8 West, as per Plat thereof recorded in Plat Book 11, Pages 43-47 in the office of the Chancery Clerk of DeSoto County, Mississippi, reference to which Plat is hereby made for a more particular description of said property.

TRACT II:

Lots 56, 57 and 58 of Unit 2, Freeport Industrial Park Subdivision, in Section 22, Township 1 South, Range 8 West, as per Plat thereof recorded in Plat Book 13, Pages 21-22 I the office of the Chancery Clerk of DeSoto County, Mississippi, reference to which Plat is hereby made for a more particular description of said property.

INDEXING INSTRUCTION:

Lots 28, 29, 30, 31, 33, and 34 of Unit 1, Freeport Industrial Park Subdivision, in Section 22, Township 1 South, Range 8 West, as per Plat Book 11, Page 43-47,

AND

Lots 56, 57 and 58 of Unit 2, Freeport Industrial Park Subdivision, in Section 22, Township 1 South, Range 8 West, as per Plat Book 13, Pages 21-22.