
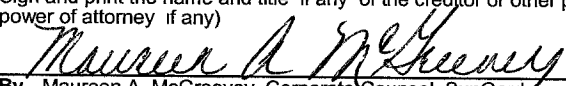


United States Bankruptcy Court For the District of Delaware		SECOND AMENDED PROOF OF CLAIM	
In re (Name of Debtor) Fleming Companies Inc		Case Number 03 20945	
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request payment of an administrative expense may be filed pursuant to 11 U.S.C. §503			
Name of Creditor (The person or entity to whom the debtor owes money or property) SunGard Recovery Services LP, successor in interest to SunGard Recovery Services, Inc Name and Addresses where notices should be sent SunGard Attention: Maureen A. McGreevey Esquire 680 East Swedesford Road Wayne PA 19087 Telephone No (484) 582 5528		<input checked="" type="checkbox"/> Check box if you are aware that anyone has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.	
		<input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Account or other number by which Creditor identifies Debtor 15005		Check here if this claim <input checked="" type="checkbox"/> replaces <input checked="" type="checkbox"/> amends a previously filed claim dated 8-21-03	
1 BASIS FOR CLAIM <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (describe briefly) <u>See Supplement Attached Hereto</u> </div> <div style="width: 48%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your social security number _____ Unpaid compensations for services performed from (date) _____ to _____ (date) </div> </div>			
2 DATE DEBT WAS INCURRED <u>See Supplement Attached Hereto</u>		3 IF COURT JUDGMENT DATE OBTAINED	
4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority (2) Unsecured Priority or (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.			
<input type="checkbox"/> SECURED CLAIM _____ Attach evidence of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicles <input type="checkbox"/> Other (describe briefly) _____ Amount of arrearage and other charges included in secured claim above, if any: _____		<input type="checkbox"/> UNSECURED PRIORITY CLAIM <u>\$129,000 ADMINISTRATIVE</u> Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,950 of deposits toward purchase, lease, or rental of property or services for personal family or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other specify applicable paragraph of 11 U.S.C. §§ 507(a)(____)	
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM <u>\$21,500 PRE-PETITION + \$387,000 REJECTION</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>\$408,500.00</u> (UNSECURED) </div> <div style="text-align: center;"> (SECURED) _____ </div> <div style="text-align: center;"> <u>\$129,000.00 ADMIN</u> (PRIORITY) </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> (TOTAL) _____ </div> </div> <input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of additional charges.			
6 CREDITS The amount of all payments on this claim has been credited and deducted for the purposes of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY <div style="text-align: center; font-size: 24pt; font-weight: bold;">FILED</div> <div style="text-align: center; font-size: 18pt; font-weight: bold;">NOV 17 2003</div> <div style="text-align: center; font-size: 24pt; font-weight: bold;">BMC</div> <div style="text-align: center; font-size: 10pt;">Fleming Companies Claim</div> <div style="text-align: center;">  14827 </div>	
7 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8 TIME STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
DATE 11 14 03	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). <div style="text-align: center;">  By Maureen A. McGreevey, Corporate Counsel, SunGard </div>		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 and 3571

Exhibit “A” to Second Amended Proof of Claim

Pre-Petition (3-1-03 through 3-31-03)

\$21,500.00

Administrative Claim 4-1-03 through 09-30-03 (rejection-see attached order):

\$ 129,000.00 (TOTAL)

Rejection 9-30-03 through 4-1-05 (termination date)

\$387,000.00 (TOTAL)

Transaction					Activity						
Number	Type	Due Date	Original Amount	Balance Due	Date	Number	Credited Amount	Adjusted Amount	Applied Amount	Receipt Amount	Curr
Customer Number		15005	Customer Name		FLEMING COMPANIES INC						
151440869	INVOICE-SRS	14-FEB-02	21 500 00	0 00	25-FEB-02	5231068			21 500 00	21 500 00	USD
151446957	INVOICE-SRS	17-MAR-02	21 500 00	0 00	18-MAR-02	5235841			21 500 00	21 500 00	USD
151453301	INVOICE-SRS	14-APR-02	21 500 00	0 00	22-APR-02	5243803			21 500 00	21 500 00	USD
151459418	INVOICE-SRS	15-MAY-02	21 500 00	0 00	06-MAY-02	5246755			21 500 00	21 500 00	USD
151465794	INVOICE-SRS	15-JUN 02	21 500 00	0 00	10-JUN-02	5254041			21 500 00	21 500 00	USD
151477879	INVOICE SRS	18-JUL-02	21 500 00	0 00	15-JUL-02	5260976			21 500 00	21 500 00	USD
151486152	INVOICE-SRS	17-AUG-02	21 500 00	0 00	20-AUG-02	5269002			21 500 00	21 500 00	USD
151494367	INVOICE SRS	14-SEP-02	21 500 00	0 00	16-SEP-02	5274271			21 500 00	21 500 00	USD
151502635	INVOICE-SRS	18-OCT-02	21 500 00	0 00	10-OCT-02	5278543			21 500 00	21 500 00	USD
151510878	INVOICE-SRS	17-NOV-02	21 500 00	0 00	20-NOV-02	5285406			21 500 00	21 500 00	USD
151519104	INVOICE-SRS	22-DEC-02	21 500 00	0 00	18-DEC-02	5292255			21 500 00	21 500 00	USD
151527342	INVOICE-SRS	15-JAN-03	21 500 00	0 00	27-JAN-03	5304044			21 500 00	21 500 00	USD
151535626	INVOICE-SRS	20-FEB-03	21 500 00	21 500 00							
151543803	INVOICE-SRS	26-MAR-03	21 500 00	21 500 00							
151550101	INVOICE-SRS	16-APR-03	21 500 00	21 500 00							
151560270	INVOICE-SRS	28-MAY-03	21 500 00	21 500 00							
151568832	INVOICE-SRS	26-JUN-03	21 500 00	21 500 00							
151576892	INVOICE-SRS	24-JUL-03	21 500 00	21 500 00							
151582890	INVOICE-SRS	20-AUG-03	21 500 00	21 500 00							
151589554	INVOICE-SRS	19-SEP-03	21 500 00	21 500 00							
151598448	INVOICE SRS	24-OCT-03	21 500 00	21 500 00							
151611541	INVOICE-SRS	26-NOV-03	21 500 00	21 500 00							
					Currency	USD	0 00	0 00	258 000 00		

* Denotes a cross currency receipt application

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 21 JAN 03
INVOICE # 151535626
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
03/01/03 03/31/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
------------	-----------	------	-----------

INVOICE DATE 21 JAN 03
INVOICE # 151535626
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 24 FEB 03
INVOICE # 151543803
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
04/01/03 04/30/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 24 FEB 03
INVOICE # 151543803
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

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PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 17 MAR 03
INVOICE # 151550101
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
05/01/03 05/31/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 17 MAR 03
INVOICE # 151550101
CUSTOMER ID 15005

REMITTANCE COPY

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CHICAGO IL 60693

TOTAL DUE
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TERMS 30 NET

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PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 28 APR 03
INVOICE # 151560270
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
06/01/03 06/30/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 28 APR 03
INVOICE # 151560270
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 27 MAY 03
INVOICE # 151568832
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
07/01/03 07/31/03	21,500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 27 MAY 03
INVOICE # 151568832
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 24 JUN 03
INVOICE # 151576892
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
08/01/03 08/31/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 24 JUN 03
INVOICE # 151576892
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 21 JUL 03
INVOICE # 151582890
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
09/01/03 09/30/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 21 JUL 03
INVOICE # 151582890
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 20 AUG 03
INVOICE # 151589554
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
10/01/03 10/31/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 20 AUG 03
INVOICE # 151589554
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 24 SEP 03
INVOICE # 151598448
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARIEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
11/01/03 11/30/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 24 SEP 03
INVOICE # 151598448
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SUNGARD RECOVERY SERVICES LP
1285 DRUMMERS LANE
WAYNE PA 19087
(610) 341 8700

INVOICE DATE 27 OCT 03
INVOICE # 151611541
CUSTOMER ID 15005
CONTRACT # 3000846000 21920 33689

FLEMING COMPANIES INC
ATTN TERRY LAND
5701 N SHARTEL
OKLAHOMA CITY OK 73118 5949

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

DUPLICATE COPY

PO#

SERVICE PERIOD	AMOUNT	ADJUSTMENTS	SALES TAX	TOTAL DUE	COMMENTS
12/01/03 12/31/03	21 500 00		0 00	21 500 00	Monthly Recovery Fee

IF YOU HAVE ANY QUESTIONS OR IF YOU REQUIRE FURTHER ASSISTANCE REGARDING
THIS INVOICE PLEASE CALL

ACCOUNT EXECUTIVE STEVE GANGEME (972)650 7285

AMOUNT DUE	21 500 00	0 00	21 500 00
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INVOICE DATE 27 OCT 03
INVOICE # 151611541
CUSTOMER ID 15005

REMITTANCE COPY

Remit To

SUNGARD RECOVERY SERVICES LP
P O BOX 91233
CHICAGO IL 60693

TOTAL DUE
21 500 00
TERMS 30 NET

TO INSURE PROPER APPLICATION OF PAYMENT
PLEASE DETACH AND ENCLOSE THIS PORTION WITH YOUR CHECK

SunGard Recovery Services
1285 Drummers Lane
Wayne, PA 19087

(610) 341-8700 Tel
(800) 523-4970

10/16/2000

Mr Terry Land
Fleming Companies, Inc
5701 N Shartel
Oklahoma City, OK 73118

Dear Mr Land

The purpose of this letter is to provide clarification with respect to your recently executed Schedule A with SunGard Recovery Services Inc ("SunGard"), having a Commencement Date of August 1, 2000. Please understand that it is very important to SunGard that all documentation is complete and accurately reflects the contractual commitments of both parties given the nature of the services.

Please initial the copies of Pages 2 and 3 of Schedule A (attached hereto) to acknowledge that they correctly depict the defined Configurations contracted for in accordance with the terms and conditions of the Agreement. These pages were not initialed by Fleming Companies, Inc upon execution of the original Schedule A.

Please acknowledge your agreement with the clarification issues by having an authorized representative execute a copy of this letter and return the executed copy to SunGard within ten (10) days of the receipt of this letter at the above address. SunGard will retain an original of this letter with your contract documentation in our permanent file as this letter will be deemed an integral part of the Agreement as an Amendment to the Agreement and **we suggest that you also retain a copy with your Agreement**. Your cooperation in this regard is greatly appreciated and I do apologize for any inconvenience this may have caused you or your organization, however it is my responsibility to ensure that all documentation is complete and accurately reflects the contractual commitments of both parties. Should you have any questions, please contact your Account Executive, Steve Gangeme at (972)650-7285.

Sincerely,



Beth Lynn Rich
Vice President,
Contract Administration

Acknowledgment

By Terry Land

Print Name Terry Land

Title Director Operations + Communications

Date 11-3-00

cc Steve Gangeme/Irving/Recovery


BLR/ps

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES INC and FLEMING COMPANIES, INC
Page 2 of 3

Hotsite Configuration



Quantity	Description
1	IBM 9672 PROCESSOR OR EQUIVALENT (UP TO 714 MIPS)
500	MIPS
1250	GIGABYTES OF 3380-D DASD
1	3494 - VTS - 288 GB, (6) 3590ES INCLUDED
8	IBM 3480 MAGNETIC CARTRIDGE DRIVE ADDRESSES
48	IBM 3490E MAGNETIC CARTRIDGE DRIVE ADDRESSES
24	IBM 3590 MAGSTAR ADDRESSES
1	IBM 4248 IMPACT LINE PRINTER
2	PC/ROC (SUPPORTS 3 REMOTE WORKSTATIONS)
1	IBM 2216-400 N-WAYS CONTROLLER (INTERCONNECT)
	1 configured as follows
2	ETHERNET ADAPTERS
1	FAST ETHERNET ADAPTER
2	TOKEN RING ADAPTERS
1	IBM 3745 MODEL 31A IBM 3746-900 COMMUNICATION CONTROLLER
	1 configured as follows
76	ARC3 (900 FRAME)
8	AUTO-CALL (RS366)
4	BUS/TAG ADAPTER
2	ESCON ADAPTER
4	HIGH SPEED SCANNER
4	LIC-12 (900 FRAME)
112	LIC1 (RS232)
32	LIC3 (V 35)
6	TIC-3 (900 FRAME)
1	CNT - COMPUTER NETWORK TECHNOLOGY NAU 5410 - BASE UNIT_C NODE 10
6	IBM 3X74 LOCAL CLUSTER CONTROLLER (INCLUDES TERMINALS & LINE PRINTER)
2	CODEX 2264 MODEMS - RACK MOUNT
1	IBM 7855-10 MODEM
8	UDS 201A/S MODEM
30	UDS 2860 MODEM 208B OR 201C COMPATIBLE
8	UDS 801C AUTOCALL UNIT
3	IBM 6611 NETWORK PROCESSOR 145 ROUTER (2) TOKEN RING PORTS (2) SERIAL PORTS
1	IBM 8265 ATM SWITCH MODEL 17S
	1 configured as follows
4	ATM PORT
4	T1/PRI PORT
4	TOKEN RING PORTS
1	AT&T FRAME RELAY ACCESS FOR BACKUP PVC'S
44	CENTREX ANALOG LINES
2	ISDN BRI ACCESS
6	LAN PORT PATCH POSITION


 Initials
 SunGard Subscriber

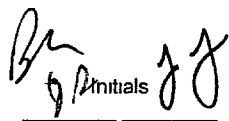
THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 5508 A, Last Modified 07/28/2000

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES INC and FLEMING COMPANIES, INC
Page 3 of 3

Hotsite Configuration

Quantity Description

1	MODEM ELIMINATORS V 35 OR RS232
13	RS232 TELENEX PORTS


SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 5508 A, Last Modified 07/28/2000

PLANNING SOLUTIONS ADDENDUM
(SEE ADDITIONAL TERMS ON REVERSE SIDE)

The Recovery Services Agreement between SunGard Recovery Services Inc ("SunGard") and Subscriber, having a commencement date or most recent renewal date of August 1, 1997 ("Agreement"), is amended to add the additional services and/or software listed below. The cost for the additional services and/or software products shall be the amounts listed and described below and shall be billed to Subscriber under the terms of the Agreement and this Addendum. The additional services and/or software listed below will be provided to Subscriber by SunGard's division, SunGard Planning Solutions ("SPS")

Services and/or Software (description(s) attached)

☒ **Services**

Deliverables and services as described in the attached proposal
dated, March 10, 1997
Data Center Recovery Plan

☒ **Software**

CBR Software License
1/1 Copy of Enterprise

The fees for the Services and/or Software are \$ 64,500 due and payable as follows

☐ **Option A**

Subscriber has opted for a month payment term, resulting in a \$ monthly charge, which is included in the SunGard Recovery Services Schedule A, dated

☒ **Option B**

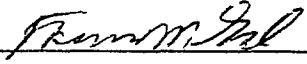
Subscriber has opted for the following payment schedule, which will be billed by SPS

1	Upon delivery of the CBR software	\$ 6,000 00
2	Project planning session	\$ 11,700 00
3	Upon delivery of the first plan draft	\$ 11,700 00
4	Upon delivery of the second plan draft	\$ 11,700 00
5	Upon completion of the walk through exercise	\$ 11,700 00
6	At Project Completion	\$ 11,700 00
	Total Fixed Price Service Fee	\$ <u>64,500 00</u>

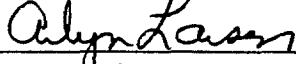
Reimbursable expenses (travel lodging, food and incidental actual costs) will be billed on a monthly basis as the expenses are incurred, and will be billed by SPS

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum including those on the reverse side

SUNGARD RECOVERY SERVICES INC

By 
Print Name Thomas M. Gayle
Print Title Vice President, Sales
Date Signed 7-17, 19 97

FLEMING COMPANIES, INC

By 
Print Name BRIAN LARSON
Print Title SR. V.P. O&IT
Date Signed July 30, 19

THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL

ADDITIONAL TERMS

WARRANTIES

SPS warrants that all services shall be performed by qualified personnel in accordance with professional standards, and that all services, documents and reports delivered by SPS shall conform to the requirements of this Addendum

Any deficiencies, as determined by generally accepted professional standards, shall be promptly reported by Subscriber to SPS and, in any event, within 30 days after Subscriber receives the deliverable involved. SPS shall correct such deficiencies in its deliverables within a mutually agreeable time period

LIABILITY

SPS's liability under this Addendum shall under no circumstances exceed the total of all SPS services and/or software fees actually paid by Subscriber under this Addendum. SPS shall under no circumstances be liable for lost revenues, lost profits, loss of business, or any indirect or consequential damages of any nature whether or not foreseeable

SUBSCRIBER RESPONSIBILITY

Subscriber shall provide to SPS, as and when necessary, all information, data and other materials concerning Subscriber personnel, operations and facilities and other relevant aspects of Subscriber's business, to the extent required by SPS to properly perform the services to be provided to Subscriber under this Addendum. All such information, data and materials provided to SPS by any of Subscriber's personnel will be accurate, current and complete, and may be relied upon by SPS in performing the services to be provided to Subscriber under this Addendum. Subscriber shall be responsible for preparing and maintaining backup or duplicate copies of all such information, data and materials, and SPS shall have no liability for any loss or damage resulting from Subscriber's failure to do so

Subscriber shall provide SPS access to Subscriber's offices and facilities at mutually agreeable times, make available to SPS experienced personnel having knowledge of Subscriber's operations and other relevant aspects of Subscriber's business, and cooperate with SPS in all respects reasonably necessary to allow SPS to perform the services to be provided to Subscriber under this Addendum

TERMINATION

If Subscriber properly terminates the Agreement, Subscriber shall pay to SunGard or SPS (as the case may be), together with the notice of termination, an amount equal to the present value (calculated using an annual discount rate equal to the then current prime rate published in The Wall Street Journal) of all remaining fees due under this Addendum, and Subscriber shall remain liable for any reimbursable expenses incurred by SPS before termination

OTHER TERMS

The parties intend that all services to be provided to Subscriber under this Addendum shall be completed within one year after this Addendum is signed by SunGard. If Subscriber does not permit SPS to perform the services during that period, then all payments otherwise due upon project completion will become due at the end of that period

SPS and Subscriber agree that during the period that SPS is performing the services hereunder and for one (1) year thereafter neither party will interview for employment purposes or employ current employees of the other

The provisions of Sections D3 through D10 of the Agreement shall also apply to this Addendum and to SPS

**AMENDMENT TO SUNGARD RECOVERY SERVICES INC
PLANNING SOLUTIONS ADDENDUM**

Pursuant to this Amendment, which shall be deemed an integral part of the Planning Solutions Addendum, entered into between SunGard Recovery Services Inc ("SunGard") and Fleming ("Subscriber") on August 1, 1997, the following changes and additions are hereby made to the Additional Terms

WARRANTIES

Delete "accordance with professional standards" and insert "a professional manner"

LIABILITY

Add the following to the beginning of the first sentence "Except for claims for personal injury (including death) and real property or tangible personal property damage caused by SPS,"

Add the following to this section

"SPS will indemnify, defend and hold harmless Subscriber and its employees, agents and affiliates against any third party claim of infringement of any United States copyright, patent or other proprietary right based on Subscriber's use of the deliverables described in this Addendum, except to the extent such deliverables are based on materials or information supplied by Subscriber, by paying any damages awarded by a court of final jurisdiction, and any settlements and legal costs preapproved in writing by SPS, to the extent that the damages, settlements and costs resulted from such infringement. As conditions to this indemnification Subscriber must notify SPS promptly after Subscriber receives or learns of any infringement claim, SPS will have sole control of the defense and settlement of the claim, and Subscriber will reasonably cooperate with SPS. If any infringement claim is initiated or in SPS's sole opinion likely to be initiated, then SPS may make the deliverables described in this Addendum non-infringing, or arrange for Subscriber's continued use of such deliverables, or terminate this Addendum and refund the fees Subscriber paid under this Addendum."

TERMINATION

Delete this section in its entirety and add the following

"If Subscriber properly terminates the Agreement, Subscriber shall pay to SunGard or SPS (as the case may be), together with the notice of termination, all amounts owed under this Addendum for services rendered and items delivered to Subscriber up to the date of termination and any reimbursable expenses incurred by SPS prior to termination."

OTHER TERMS

First paragraph, first sentence, delete "one year" and insert "six months", second sentence, delete "during that period" and insert "within one year after this Addendum is signed by SunGard"

Except as otherwise modified herein, the terms and provisions of the Addendum shall remain in full force and effect

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Amendment

SUNGARD RECOVERY SERVICES INC

By

Thomas M. Gayle

Print Name Thomas M. Gayle

Print Title Vice President, Sales

Date 7-27-97

FLEMING COMPANIES, INC

By

Arlyn Benson

Print Name ARLYN BENSON

Print Title SR VP of IT

Date July 30, 1997

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 1 of 5

Selected Services	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services			\$25,000 ¹	
(i) Hotsite	Yes	Zero (0)		\$20,000 ¹
(ii) Coldsite	Yes	N/A		\$1,500 ¹
(iii) Office Space	No	N/A		
(iv) Work Group Space	No	N/A	\$0	\$0
(v) MegaVoice (sm)	No	N/A	\$0	\$0
(b) Mobile Recovery Services				
(i) Replacement Recovery System	Yes	Zero (0)	\$0	\$1,250 ^{2 1}
Delivery Method(s) Selected	Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility			
(ii) Computer Space	No	N/A	\$0	\$0
Delivery Method(s) Selected	N/A			
(iii) Supplemental Office Space	No	N/A		
(iv) Mobile Work Group Space	No	N/A	\$0	\$0
(v) Quick Ship Equipment	No	N/A	\$0	\$0

¹ Per configuration

² Initial 30 days of Daily Usage Fees during a Disaster will not be charged

This Schedule replaces and supersedes the previous Schedule A having a Commencement Date of 12/01/2001

Agreed Term 36 month(s)

Commencement Date 04/01/2002

*Monthly Fee Effective 04/01/2002 \$15,500

* The last sentence of Section D2 shall not apply to the fees stated on this Schedule for the initial Agreed Term.

Subscriber's Location 4160 INTERNATIONAL PLAZA, SUITE 100, FORT WORTH, TX 76109

Send Subscriber Notices to 5701 N. SHARTEL, OKLAHOMA CITY, OK 73118

ATTN: TERRY LAND

Send Subscriber Invoices to 5701 N. SHARTEL, OKLAHOMA CITY, OK 73118

ATTN: TERRY LAND

By the signatures of their duly authorized representatives below SunGard and Subscriber intending to be legally bound agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement

SUNGARD RECOVERY SERVICES LP

BY *Thomas M. Gayle*
PRINT NAME THOMAS M GAYLE
PRINT TITLE VICE PRESIDENT
DATE SIGNED 3-27-02

SUBSCRIBER: FLEMING COMPANIES, INC

BY *Joseph M. Flockinger*
PRINT NAME Joseph M Flockinger
PRINT TITLE Director I/T Administration &
DATE SIGNED Quality Assurance

3-26-2002

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 29029 A, Last Modified 03/15/2002

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 2 of 5

Hot site Configuration 1

Quantity Description

- 1 IBM PROCESSOR MIP RANGE 688 - 890
 - 1 configured as follows
 - 800 IBM MIPS (688 - 890)
- 3072 GIGABYTES OF 3390-3 DASD
- 1 3494 VTS - 288 GB (6) 3590ES INCLUDED
- 8 IBM 3480 MAGNETIC CARTRIDGE DRIVE ADDRESSES
- 48 IBM 3490E MAGNETIC CARTRIDGE DRIVE ADDRESSES
- 24 IBM 3590 MAGSTAR ADDRESSES
- 1 IBM 4248 IMPACT LINE PRINTER
- 1 IBM 2216-400 N-WAYS CONTROLLER (INTERCONNECT)
 - 1 configured as follows
 - 2 ETHERNET ADAPTERS
 - 1 FAST ETHERNET ADAPTER
 - 2 TOKEN RING ADAPTERS
- 1 IBM 3745 MODEL 31A IBM 3746 900 (16 MEG)
 - 1 configured as follows
 - 4 5212 LIC TYPE 12
 - 6 5601 TR COUPLERS (TIC3) 2
 - 2 ESCON ADAPTER, PROCESSOR & COUPLER TYPE 3
 - 4 HIGH SPEED SCANNER
 - 96 LIC1 (RS232)
 - 32 LIC3 (V 35)
- 1 CISCO CATALYST 2448 ETHERNET SWITCH (48) 10/100 ETHERNET PORTS (2) GIGABIT ETHERNET PORTS
- 4 BUS & TAG CONNECTIONS FOR CNT EQUIPMENT
- 1 CNT 5441 NAU VHP (12) V 35 (2) FDDI
- 6 IBM 3X74 LOCAL CLUSTER CONTROLLER (INCLUDES TERMINALS & LINE PRINTER)
- 2 PC/ROC (SUPPORTS 3 REMOTE WORKSTATIONS)
- 2 CODEX 2264 MODEMS - RACK MOUNT
- 1 IBM 7855-10 MODEM
- 8 UDS 201A/S MODEM
- 30 UDS 2860 MODEM 208B OR 201C COMPATIBLE
- 8 UDS 801C AUTOCALL UNIT

17 Initials
Sungard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
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SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 3 of 5

Hotsite Configuration 1	<u>Quantity</u>	<u>Description</u>
	1	CISCO 7513 ROUTER BASE UNIT #2 RSP-4 256 MAIN MEMORY 1 configured as follow s 1 DS-3 ATM PORT 1 ETHERNET PORT 16 SERIAL PORT 1 T1/PRI PORT 1 TOKEN RING PORT 1 CISCO LIGHTSTREAM 1010 ATM SWITCH 3 IBM 6611 NETWORK PROCESSOR 145 ROUTER (2) TOKEN RING PORTS (2) SERIAL PORTS 44 CENTREX ANALOG LINES 2 ISDN BRI ACCESS 6 LAN PORT PATCH POSITION 1 MODEM ELIMINATORS V 35 OR RS232 13 RS232 TELENEX PORTS 8 RS366 TELENEX PORTS
Hotsite Configuration 2	<u>Quantity</u>	<u>Description</u>
	1	IBM PROCESSOR MIP RANGE 1086 1270 1 configured as follow s 1270 IBM MIPS (1086 - 1270)
Mobile Configuration 1	<u>Quantity</u>	<u>Description</u>
	1	RS/6000 F50 1 configured as follow s 4 POWERPC 604E CPU 512 MB MEMORY 1 CD ROM 18 GB DISK 1 COLOR MONITOR
Mobile Configuration 2	<u>Quantity</u>	<u>Description</u>
	1	RS/6000 F50 (332) 1 configured as follow s 4 POWERPC 604E CPU 512 MB MEMORY 1 CD-ROM 18 GB IBM INTERNAL DISK STORAGE 1 5/10 8MM TAPE DRIVE 1 COLOR MONITOR W/ GRAPHICS ADAPTER
Mobile Configuration 3	<u>Quantity</u>	<u>Description</u>
	1	AS/400 8XX I SERIES SYSTEM

12 Initials
SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 29029 A Last Modified 03/15/2002

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 4 of 5

Mobile Configuration 3

Quantity Description

1 configured as follows
1 8XX LPAR (INCLUDES SEU MFIOF CD-ROM)
2000 BATCH/PROCESSOR CPW
120 INTERACTIVE CPW
2048 MB OF 8XX MEMORY
1 ETHERNET ADAPTER (1GB PCI ONLY)
1 AS/400 CONSOLELINK REMOTE PC
206 GB OF AS/400 DASD (MIRRORED PROTECTION - 50%
USEABLE)
1 6380, 1/4" TAPE, 2 5GB

Section C of the Recovery Services Agreement shall be replaced in its entirety with the following

C MULTIPLE DISASTER Subscriber's rights of immediate and exclusive use of the Recovery Services as provided in Section A2 shall be subject to the possibility that one or more other subscribers (other affected subscribers) could declare a disaster at the same time as (or before or after) Subscriber and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster") The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters

1 PRIORITY RESOURCES AND SHARED RESOURCES All Recovery Resources shall be available on a priority use basis (Priority Resources") except for those designated by SunGard as available on a shared use basis ("Shared Resources) SunGard's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice

2 ACCESS AND USE PROCEDURES Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and with respect to Priority Resources the order in which disasters are declared SunGard shall maintain records of its receipt of disaster declarations which shall be the exclusive basis for determining the order in which disasters are declared

- (a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them under Section A2
- (b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources irrespective of the order in which disasters occur or are declared Use of Shared Resources may be exclusive at times but remains subject to the possible need for shared or allocated use with other affected subscribers
- (c) If applicable Priority Resources and applicable Shared Resources are both available Subscriber may choose which type to use
- (d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances including to coordinate the efficient use of Recovery Resources to avoid or minimize the need for shared or allocated use of Shared Resources and to implement any necessary plans for shared or allocated use of Shared Resources
- (e) If a Multiple Disaster is widespread or extreme then notwithstanding the foregoing provisions SunGard may implement emergency procedures that are necessary in SunGard's reasonable judgment to allocate Recovery Resources in order to satisfy the critical needs of affected subscribers applicable national security interests and comparable concerns

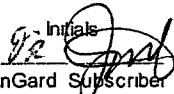
3 MULTIPLE DISASTER PROTECTION To lower the probability of a Multiple Disaster SunGard shall comply with the following terms

- (a) No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to Subscriber under this Agreement
- (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the subscriber location to be serviced is then currently experiencing a disaster

For Center Based Recovery Services SunGard also shall comply with the following

- (c) To discourage unnecessary disaster declarations Disaster Declaration Fees as provided in the Schedules shall be charged whenever a subscriber declares a disaster
- (d) To discourage unnecessary use of the Recovery Resources Daily Usage Fees as provided in the Schedules shall be charged for use of the Recovery Resources other than for tests

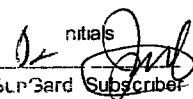
4 CRISIS MANAGEMENT Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster SunGard shall

Initials

SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 29029 A, Last Modified 03/15/2002

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 5 of 5

monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected subscribers

initials

Sungard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 29029 A, Last Modified 03/15/2002

ADDENDUM TO SCHEDULE 4
TO RECOVERY SERVICES AGREEMENT DATED August 1, 1997

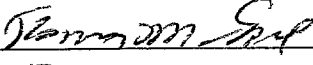
Page 1 of 1

The Recovery Services Agreement, having the above date, between SunGard Recovery Services LP ("SunGard") and the Subscriber named below, ("Agreement"), with regard to the Schedules identified above ("Specified Schedules") is amended effective April 1, 2002, as follows


Subscriber has the option to cancel Schedule "A" without penalty or cancellation charges any time between January 01, 2003 and March 31, 2003 by providing SunGard thirty (30) days prior written notice. If Schedule "A" is not cancelled by March 31, 2003, it shall continue in effect in accordance with the terms of the Agreement

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement

SUNGARD RECOVERY SERVICES LP

BY 
PRINT NAME THOMAS M GAYLE
PRINT TITLE VICE PRESIDENT
DATE SIGNED 3-27-02

FLEMING COMPANIES, INC

BY 
PRINT NAME Joseph M Fleckinger
PRINT TITLE Director, IT Administration & Quality Assurance
DATE SIGNED 3-26-2002

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

**ADDENDUM FOR SUNGARD NATIONAL NETWORK SERVICES
TO SCHEDULE A
TO RECOVERY SERVICES AGREEMENT DATED 08/01/97
(See Additional Terms on Reverse Side)**

The SunGard Recovery Services Agreement, having the above date, between SunGard and the Subscriber named below (' Agreement'), is hereby amended with regard to the Schedule identified above (' Specified Schedule') consistent with the terms and conditions of the Agreement, as follows effective 07/01/2001 Subscriber has elected for SunGard to provide the network services (' Services ') selected below

A NETWORK SERVICES**Dedicated**

DS-1 Connectivity

(Destination Point)

\$0

On-Demand

DS-1 Connectivity

(Destination Point)

\$0

DS 3 Connectivity

(Destination Point SunGard Center Philadelphia, PA)

1

\$6 000

On Demand Metropolitan

DS-1 Connectivity

(Destination Point)

\$0

Unless the following section is completed, indicating that SunGard is responsible for providing the connection(s) between Subscriber s location(s) and the designated point of presence on the National Network (Local Access), Subscriber is solely responsible for establishing the connection between Subscriber s location(s) and the designated point of presence on SunGard s National Network through its Local Exchange Provider Once the Local Access has been established, Subscriber is responsible for contacting SunGard, to obtain the necessary facility assignment information to connect Local Access to SunGard National Network Node

National Network Access

DS 1 Connectivity

(Destination Point)

\$0

DS 3 Connectivity

(Destination Point)

0

\$0

DS 3 Connectivity

(Destination Point)

0

\$0

B INTERNET ACCESS SERVICES**Web ReDirect**

Internet Connectivity

(Destination Point)

Subscriber will be invoiced an additional Monthly Fee of \$6 000 plus any applicable tax in accordance with the terms of the Agreement and this Addendum The term of this Addendum will commence upon the effective date noted above or the date of installation, whichever is later, and shall continue until the end of the initial Agreed Term for the Specified Schedule or any extended or renewal term of the Specified Schedule In addition, Subscriber is responsible for one-time installation charges in the amount of \$0 which will be invoiced in accordance with the foregoing

By the signatures of their duly authorized representatives below SunGard and Subscriber, intending to be legally bound agree to all of the provisions of this Addendum and ratify the terms of the Agreement

SUNGARD RECOVERY SERVICES LP

BY

PRINT NAME

PRINT TITLE

DATE SIGNED

Thomas M Gayk
Vice President
6-14-01

SUBSCRIBER FLEMING COMPANIES, INC

BY

PRINT NAME

PRINT TITLE

DATE SIGNED

Joseph M Fleckinger
Director, I/T Administration & Quality Assurance
6-5-2001

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 1 of 3

Selected Services	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services			\$25,000	
(i) Hotsite	Yes	Six (6)		\$20,000
(ii) Coldsite	Yes	N/A		\$1,500
(iii) Office Space	No	N/A		
(iv) Work Group Space	No	N/A	\$0	\$0
(v) MegaVoice (sm)	No	N/A	\$0	\$0
(b) Mobile Recovery Services				
(i) Replacement Recovery System.	Yes	Six (6)	\$0	\$1,250 ^{1 2}
Delivery Method(s) Selected	Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility			
(ii) Computer Space	No	N/A	\$0	\$0
Delivery Method(s) Selected	N/A			
(iii) Supplemental Office Space	No	N/A		
(iv) Mobile Work Group Space	No	N/A	\$0	\$0
(v) Quick Ship Equipment	No	N/A	\$0	\$0

¹ Initial 30 days of Daily Usage Fees during a Disaster will not be charged

² Per configuration

This Schedule replaces and supersedes the previous Schedule A having a Commencement Date of 04/01/2001

Agreed Term 36 month(s)

Commencement Date 12/01/2001

*Monthly Fee Effective 12/01/2001 \$15,500

* The last sentence of Section D2 shall not apply to the fees stated on this Schedule for the initial Agreed Term

Subscriber's Location 4160 INTERNATIONAL PLAZA, SUITE 100, FORT WORTH, TX 76109

Send Subscriber Notices to 5701 N. SHARTEL, OKLAHOMA CITY, OK 73118

ATTN: TERRY LAND

Send Subscriber Invoices to 5701 N. SHARTEL, OKLAHOMA CITY, OK 73118

ATTN: TERRY LAND

By the signatures of their duly authorized representatives below SunGard and Subscriber intending to be legally bound agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement

SUNGARD RECOVERY SERVICES LP

SUBSCRIBER FLEMING COMPANIES, INC

BY

BY

PRINT NAME

THOMAS M. GAYLE

PRINT NAME

Joseph M. Fleckinger

PRINT TITLE

VICE PRESIDENT, SALES

PRINT TITLE

Director, I/T Administration &

DATE SIGNED

11-20-01

DATE SIGNED

Quality Assurance

11-8-2001

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL

Quote ID 25837 A, Last Modified 10/30/2001

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 2 of 3

Hotsite Configuration

Quantity Description

- 1 IBM PROCESSOR MIP RANGE 688 - 890
 - 1 configured as follows
 - 800 IBM MIPS (688 - 890)
- 2500 GIGABYTES OF 3380-D DASD
 - 1 3494 - VTS - 288 GB (6) 3590ES INCLUDED
 - 8 IBM 3480 MAGNETIC CARTRIDGE DRIVE ADDRESSES
 - 48 IBM 3490E MAGNETIC CARTRIDGE DRIVE ADDRESSES
 - 24 IBM 3590 MAGSTAR ADDRESSES
 - 1 IBM 4248 IMPACT LINE PRINTER
 - 2 PC/ROC (SUPPORTS 3 REMOTE WORKSTATIONS)
 - 1 IBM 2216-400 N-WAYS CONTROLLER (INTERCONNECT)
 - 1 configured as follows
 - 2 ETHERNET ADAPTERS
 - 1 FAST ETHERNET ADAPTER
 - 2 TOKEN RING ADAPTERS
 - 1 IBM 3745 MODEL 31A IBM 3746 900 COMM CONTROLLER (16 MEG)
 - 1 configured as follows
 - 76 ARC3 (900 FRAME)
 - 8 AUTO-CALL (RS366)
 - 4 BUS/TAG ADAPTER
 - 2 ESCON ADAPTER
 - 4 HIGH SPEED SCANNER
 - 96 LIC1 (RS232)
 - 96 LIC1 (RS232) PORTS
 - 68 LIC3 (V 35)
 - 6 TIC-3 (900 FRAME)
 - 1 IBM 3745 MODEL 31A IBM 3746 900 COMMUNICATION CONTROLLER
 - 1 configured as follows
 - 76 ARC3 (900 FRAME)
 - 8 AUTO CALL (RS366)
 - 4 BUS/TAG ADAPTER
 - 2 ESCON ADAPTER
 - 4 HIGH SPEED SCANNER
 - 4 LIC-12 (900 FRAME)
 - 112 LIC1 (RS232)
 - 32 LIC3 (V 35)
 - 6 TIC-3 (900 FRAME)
 - 1 CISCO CATALYST 2448 ETHERNET SWITCH (48) 10/100 ETHERNET PORTS (2) GIGABIT ETHERNET PORTS
 - 1 CNT COMPUTER NETWORK TECHNOLOGY NAU 5410 - BASE UNIT_C NODE 10

Initials

SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 25837 A, Last Modified 10/30/2001

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 3 of 3

Hotsite Configuration

Quantity Description

- 6 IBM 3X74 LOCAL CLUSTER CONTROLLER (INCLUDES
TERMINALS & LINE PRINTER)
- 2 CODEX 2264 MODEMS - RACK MOUNT
- 1 IBM 7855 10 MODEM
- 8 UDS 201A/S MODEM
- 30 UDS 2860 MODEM 208B OR 201C COMPATIBLE
- 8 UDS 801C AUTOCALL UNIT
- 1 CISCO 7513 ROUTER BASE UNIT #2 RSP 4 256 MAIN MEMORY
 - 1 configured as follow s
 - 1 DS 3 ATM PORT
 - 1 ETHERNET PORT
 - 16 SERIAL PORT
 - 1 T1/PRI PORT
 - 1 TOKEN RING PORT
- 1 CISCO LIGHTSTREAM 1010 ATM SWITCH
- 3 IBM 6611 NETWORK PROCESSOR 145 ROUTER (2) TOKEN RING
PORTS (2) SERIAL PORTS
- 44 CENTREX ANALOG LINES
- 2 ISDN BRI ACCESS
- 6 LAN PORT PATCH POSITION
- 1 MODEM ELIMINATORS V 35 OR RS232
- 13 RS232 TELENEX PORTS

Mobile Configuration 1

Quantity Description

- 1 RS/6000 F50
 - 1 configured as follow s
 - 4 POWERPC 604E CPU
 - 512 MB MEMORY
 - 1 CD ROM
 - 18 GB DISK
 - 1 COLOR MONITOR

Mobile Configuration 2

Quantity Description

- 1 RS/6000 F50 (332)
 - 1 configured as follow s
 - 4 POWERPC 604E CPU
 - 512 MB MEMORY
 - 1 CD-ROM
 - 18 GB IBM INTERNAL DISK STORAGE
 - 1 5/10 8MM TAPE DRIVE
 - 1 COLOR MONITOR W/ GRAPHICS ADAPTER

Initials

SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 25837 A Last Modified 10/30/2001

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ADDENDUM TO SCHEDULE A
TO RECOVERY SERVICES AGREEMENT DATED August 1, 1997
Page 1 of 1

The Recovery Services Agreement, having the above date, between SunGard Recovery Services LP ("SunGard") and the Subscriber named below, ("Agreement"), with regard to the Schedules identified above ("Specified Schedules") is amended effective December 1, 2001, as follows

Subscriber has the option to cancel Schedule "A" without penalty or cancellation charges any time between March 01, 2002 and May 31, 2002 by providing SunGard thirty (30) days prior written notice. If Schedule "A" is not cancelled by May 31, 2002, it shall continue in effect in accordance with the terms of the Agreement

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement

SUNGARD RECOVERY SERVICES LP

BY 

PRINT NAME **THOMAS M. GAYLE**

PRINT TITLE **VICE PRESIDENT, SALES**

DATE SIGNED 11-26-01

FLEMING COMPANIES, INC

BY 

PRINT NAME **Joseph M. Fleckinger**

PRINT TITLE **Director I/T Administration & Quality Assurance**

DATE SIGNED 11-8-2001

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

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**ADDENDUM FOR SUNGARD NATIONAL NETWORK SERVICES
TO SCHEDULE A
TO RECOVERY SERVICES AGREEMENT DATED 08/01/97
(See Additional Terms on Reverse Side)**

The SunGard Recovery Services Agreement having the above date, between SunGard and the Subscriber named below (Agreement '), is hereby amended with regard to the Schedule identified above ('Specified Schedule') consistent with the terms and conditions of the Agreement as follows effective 07/01/2001 Subscriber has elected for SunGard to provide the network services (Services') selected below

A NETWORK SERVICES**Dedicated**

DS-1 Connectivity
(Destination Point)

QuantityTotal Monthly Fee

\$0

On-Demand

DS 1 Connectivity
(Destination Point)

\$0

DS-3 Connectivity
(Destination Point SunGard Center - Philadelphia, PA)

1

\$6 000

On-Demand Metropolitan

DS 1 Connectivity
(Destination Point)

\$0

Unless the following section is completed, indicating that SunGard is responsible for providing the connection(s) between Subscriber's location(s) and the designated point of presence on the National Network (Local Access), Subscriber is solely responsible for establishing the connection between Subscriber's location(s) and the designated point of presence on SunGard's National Network through its Local Exchange Provider. Once the Local Access has been established Subscriber is responsible for contacting SunGard to obtain the necessary facility assignment information to connect Local Access to SunGard National Network Node

National Network Access

DS-1 Connectivity
(Destination Point)

\$0

DS 3 Connectivity
(Destination Point)

0

\$0

DS 3 Connectivity
(Destination Point)

0

\$0

B INTERNET ACCESS SERVICES**Web ReDirect**

Internet Connectivity
(Destination Point)

Subscriber will be invoiced an additional Monthly Fee of \$6 000 plus any applicable tax, in accordance with the terms of the Agreement and this Addendum. The term of this Addendum will commence upon the effective date noted above or the date of installation whichever is later and shall continue until the end of the initial Agreed Term for the Specified Schedule or any extended or renewal term of the Specified Schedule. In addition Subscriber is responsible for one-time installation charges in the amount of \$0 which will be invoiced in accordance with the foregoing.

By the signatures of their duly authorized representatives below SunGard and Subscriber intending to be legally bound agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

SUNGARD RECOVERY SERVICES LP

BY

PRINT NAME

PRINT TITLE

DATE SIGNED

Thomas M. Gayle
Thomas M. Gayle
Vice President
6-14-01

SUBSCRIBER FLEMING COMPANIES INC

BY

PRINT NAME

PRINT TITLE

DATE SIGNED

Joseph M. Fleckinger
Joseph M. Fleckinger
Director, I/T Administration &
Quality Assurance
6-5-2001

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 1 of 3

Selected Services	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services			\$25 000	
(i) Hotsite	Yes	Zero (0)		\$20 000
(ii) Coldsite	No	N/A		\$0
(iii) Office Space	No	N/A		
(iv) Work Group Space	No	N/A	\$0	\$0
(v) MegaVoice (sm)	No	N/A	\$0	\$0
(b) Mobile Recovery Services				
(i) Replacement Recovery System.	Yes	Zero (0)	\$0	\$1 250 ^{1 2}
Delivery Method(s) Selected	Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility			
(ii) Computer Space	No	N/A	\$0	\$0
Delivery Method(s) Selected	N/A			
(iii) Supplemental Office Space	No	N/A		
(iv) Mobile Work Group Space	No	N/A	\$0	\$0
(v) Quick Ship Equipment	No	N/A	\$0	\$0

¹ Initial 30 days of Daily Usage Fees during a Disaster will not be charged

² Per configuration

This Schedule replaces and supersedes the previous Schedule A having a Commencement Date of 08/01/2000

Agreed Term 8 month(s)

Commencement Date 04/01/2001

*Monthly Fee Effective 04/01/2001 \$15,500

* The last sentence of Section D2 shall not apply to the fees stated on this Schedule for the initial Agreed Term.

Subscriber's Location 4160 INTERNATIONAL PLAZA, SUITE 100, FORT WORTH, TX 76109
 Send Subscriber Notices to 5701 N SHARTEL, OKLAHOMA CITY, OK 73118
ATTN TERRY LAND
 Send Subscriber Invoices to 5701 N SHARTEL, OKLAHOMA CITY, OK 73118
ATTN TERRY LAND

By the signatures of their duly authorized representatives below SunGard and Subscriber intending to be legally bound agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement

SUNGARD RECOVERY SERVICES LP

BY *Terry M. Boyle*
 PRINT NAME TERRY M BOYLE
 PRINT TITLE Vice President
 DATE SIGNED 6-14-01

SUBSCRIBER FLEMING COMPANIES, INC

BY *Joseph M. Fleckinger*
 PRINT NAME Joseph M Fleckinger
 PRINT TITLE Director, I/T Administration &
Quality Assurance
 DATE SIGNED 6-5-2001

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL

Quote ID 20187 A, Last Modified 06/05/2001


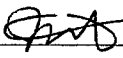
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SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 2 of 3

Hotsite Configuration

Quantity	Description
1	IBM PROCESSOR MIP RANGE 688 - 890 1 configured as follow s 800 IBM MIPS (688 - 890)
2500	GIGABYTES OF 3380-D DASD
1	3494 - VTS - 288 GB (6) 3590ES INCLUDED
8	IBM 3480 MAGNETIC CARTRIDGE DRIVE ADDRESSES
48	IBM 3490E MAGNETIC CARTRIDGE DRIVE ADDRESSES
24	IBM 3590 MAGSTAR ADDRESSES
1	IBM 4248 IMPACT LINE PRINTER
2	PC/ROC (SUPPORTS 3 REMOTE WORKSTATIONS)
1	IBM 2216-400 N-WAYS CONTROLLER (INTERCONNECT) 1 configured as follow s 2 ETHERNET ADAPTERS 1 FAST ETHERNET ADAPTER 2 TOKEN RING ADAPTERS
1	IBM 3745 MODEL 31A IBM 3746-900 COMM CONTROLLER (16 MEG) 1 configured as follow s 76 ARC3 (900 FRAME) 8 AUTO-CALL (RS366) 4 BUS/TAG ADAPTER 2 ESCON ADAPTER 4 HIGH SPEED SCANNER 96 LIC1 (RS232) 96 LIC1 (RS232) PORTS 68 LIC3 (V 35) 6 TIC-3 (900 FRAME)
1	IBM 3745 MODEL 31A IBM 3746-900 COMMUNICATION CONTROLLER 1 configured as follow s 76 ARC3 (900 FRAME) 8 AUTO-CALL (RS366) 4 BUS/TAG ADAPTER 2 ESCON ADAPTER 4 HIGH SPEED SCANNER 4 LIC-12 (900 FRAME) 112 LIC1 (RS232) 32 LIC3 (V 35) 6 TIC-3 (900 FRAME)
1	CISCO CATALYST 2448 ETHERNET SWITCH (48) 10/100 ETHERNET PORTS (2) GIGABIT ETHERNET PORTS
1	CNT - COMPUTER NETWORK TECHNOLOGY NAU 5410 BASE UNIT_C NODE 10

 Initials 
SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL
Quote ID 20187 A Last Modified 06/05/2001

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SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES LP and FLEMING COMPANIES, INC
Page 3 of 3

Hotsite Configuration

Quantity Description

- 6 IBM 3X74 LOCAL CLUSTER CONTROLLER (INCLUDES
TERMINALS & LINE PRINTER)
- 2 CODEX 2264 MODEMS - RACK MOUNT
- 1 IBM 7855-10 MODEM
- 8 UDS 201A/S MODEM
- 30 UDS 2860 MODEM 208B OR 201C COMPATIBLE
- 8 UDS 801C AUTOCALL UNIT
- 1 CISCO 7513 ROUTER BASE UNIT #2 RSP-4 256 MAIN MEMORY
 - 1 configured as follow s
 - 1 DS-3 ATM PORT
 - 1 ETHERNET PORT
 - 16 SERIAL PORT
 - 1 T1/PRI PORT
 - 1 TOKEN RING PORT
- 1 CISCO LIGHTSTREAM 1010 ATM SWITCH
- 3 IBM 6611 NETWORK PROCESSOR 145 ROUTER, (2) TOKEN RING
PORTS (2) SERIAL PORTS
- 44 CENTREX ANALOG LINES
- 2 ISDN BRI ACCESS
- 6 LAN PORT PATCH POSITION
- 1 MODEM ELIMINATORS V 35 OR RS232
- 13 RS232 TELENEX PORTS

Mobile Configuration 1

Quantity Description

- 1 RS/6000 F50
 - 1 configured as follow s
 - 4 POWERPC 604E CPU
 - 512 MB MEMORY
 - 1 CD ROM
 - 18 GB DISK
 - 1 COLOR MONITOR

Mobile Configuration 2

Quantity Description

- 1 RS/6000 F50 (332)
 - 1 configured as follow s
 - 4 POWERPC 604E CPU
 - 512 MB MEMORY
 - 1 CD-ROM
 - 18 GB IBM INTERNAL DISK STORAGE
 - 1 5/10 8MM TAPE DRIVE
 - 1 COLOR MONITOR W/ GRAPHICS ADAPTER

Initials

SunGard Subscriber


SUNGARD®

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Quote ID 20187 A, Last Modified 06/05/2001

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**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES INC and FLEMING COMPANIES, INC
Page 1 of 3**

Selected Services	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services			\$25 000	
(i) Hotsite	Yes	Six (6)		\$20 000
(ii) Coldsite	No	N/A		\$0
(iii) Office Space	No	N/A		
(iv) Work Group Space	No	N/A	\$0	\$0
(v) MegaVoice (sm)	No	N/A	\$0	\$0
(b) Mobile Recovery Services				
(i) Replacement Recovery System	No	N/A	\$0	\$0
Delivery Method(s) Selected	N/A			
(ii) Computer Space	No	N/A	\$0	\$0
Delivery Method(s) Selected	N/A			
(iii) Supplemental Office Space	No	N/A		
(iv) Mobile Work Group Space	No	N/A	\$0	\$0
(v) Quick Ship Equipment	No	N/A	\$0	\$0

This Schedule replaces and supersedes the previous Schedule A having a Commencement Date of 08/01/1997

Agreed Term 8 month(s)

Commencement Date 08/01/2000

*Monthly Fee Effective 08/01/2000 \$15,500

* The last sentence of Section D2 shall not apply to the fees stated on this Schedule for the initial Agreed Term

Subscriber's Location 4160 INTERNATIONAL PLAZA, SUITE 100, FORT WORTH, TX 76109

Send Subscriber Notices to 5701 N. SHARTEL, OKLAHOMA CITY, OK 73118

ATTN: TERRY LAND

Send Subscriber Invoices to 5701 N. SHARTEL, OKLAHOMA CITY, OK 73118

ATTN: TERRY LAND

THIS IS A YEAR 2000 READINESS DISCLOSURE MADE PURSUANT TO THE TERMS AND PROTECTIONS OF THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT. THE MANUFACTURER(S) OF CERTAIN OF THE COMPONENTS SPECIFIED ON THIS SCHEDULE HAS/HAVE ISSUED PUBLIC STATEMENTS REGARDING THE YEAR 2000 COMPLIANCE STATUS OF THE COMPONENTS. SOME MANUFACTURERS HAVE INDICATED THAT CERTAIN OF THEIR PRODUCTS WILL NOT BE YEAR 2000 COMPLIANT. SUNGARD IS NOT THE MANUFACTURER, DEVELOPER, OR DISTRIBUTOR OF THE COMPONENTS AND WITH RESPECT TO THE YEAR 2000, MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE COMPONENTS. IN THAT REGARD, YOU SHOULD CONTACT THE MANUFACTURER(S) OF THE COMPONENTS IN ORDER TO ASCERTAIN THE YEAR 2000 STATUS. IN ADDITION, YOU MAY REFER TO SUNGARD'S WEB PAGE AT <http://recovery.sungard.com> FOR LINKS TO THE VARIOUS MANUFACTURERS' SITES REGARDING THE YEAR 2000 AND THE STATUS OF THE COMPONENTS.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement.

SUNGARD RECOVERY SERVICES INC
BY

PRINT NAME TOM GAYLE

PRINT TITLE VICE PRESIDENT

DATE SIGNED 8-31-00

SUBSCRIBER: FLEMING COMPANIES, INC.

BY

PRINT NAME ROBERT SCHERAM

PRINT TITLE DIRECTOR SYSTEMS TECH & COMMUNICATIONS

DATE SIGNED 8/1/2000

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL

Quote ID 5508 A, Last Modified 07/31/2000

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES INC and FLEMING COMPANIES, INC
Page 2 of 3

Hotsite Configuration

Quantity	Description
1	IBM 9672 PROCESSOR OR EQUIVALENT (UP TO 714 MIPS)
500	MIPS
1250	GIGABYTES OF 3380-D DASD
1	3494 - VTS - 288 GB (6) 3590ES INCLUDED
8	IBM 3480 MAGNETIC CARTRIDGE DRIVE ADDRESSES
48	IBM 3490E MAGNETIC CARTRIDGE DRIVE ADDRESSES
24	IBM 3590 MAGSTAR ADDRESSES
1	IBM 4248 IMPACT LINE PRINTER
2	PC/ROC (SUPPORTS 3 REMOTE WORKSTATIONS)
1	IBM 2216-400 N-WAYS CONTROLLER (INTERCONNECT)
	1 configured as follows
2	ETHERNET ADAPTERS
1	FAST ETHERNET ADAPTER
2	TOKEN RING ADAPTERS
1	IBM 3745 MODEL 31A IBM 3746-900 COMMUNICATION CONTROLLER
	1 configured as follows
76	ARC3 (900 FRAME)
8	AUTO-CALL (RS366)
4	BUS/TAG ADAPTER
2	ESCON ADAPTER
4	HIGH SPEED SCANNER
4	LIC-12 (900 FRAME)
112	LIC1 (RS232)
32	LIC3 (V 35)
6	TIC-3 (900 FRAME)
1	CNT - COMPUTER NETWORK TECHNOLOGY NAU 5410 - BASE UNIT_C NODE 10
6	IBM 3X74 LOCAL CLUSTER CONTROLLER (INCLUDES TERMINALS & LINE PRINTER)
2	CODEX 2264 MODEMS - RACK MOUNT
1	IBM 7855-10 MODEM
8	UDS 201A/S MODEM
30	UDS 2860 MODEM 208B OR 201C COMPATIBLE
8	UDS 801C AUTOCALL UNIT
3	IBM 6611 NETWORK PROCESSOR 145 ROUTER, (2) TOKEN RING PORTS (2) SERIAL PORTS
1	IBM 8265 ATM SWITCH MODEL 17S
	1 configured as follows
4	ATM PORT
4	T1/PRI PORT
4	TOKEN RING PORTS
1	AT&T FRAME RELAY ACCESS FOR BACKUP PVC S
44	CENTREX ANALOG LINES
2	ISDN BRI ACCESS
6	LAN PORT PATCH POSITION

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 08/01/1997
BETWEEN SUNGARD RECOVERY SERVICES INC and FLEMING COMPANIES, INC
Page 3 of 3

Hotsite Configuration

<u>Quantity</u>	<u>Description</u>
1	MODEM ELIMINATORS V 35 OR RS232
13	RS232 TELENEX PORTS

**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED August 1, 1997**

Page 1 of 3

SELECTED SERVICES	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster)	
			Declaration	Daily Usage
(a) <u>Center-Based Recovery Services</u>			\$25 000	
(I) Hotsite	YES	6		\$15 000
(II) Coldsite	YES	N/A		\$ 1 500
(III) Office Space	YES	N/A		
(IV) Work Group Space	NO	N/A	\$N/A	N/A
(V) Mega Voice	NO	N/A	\$N/A	N/A
(b) <u>Mobile Recovery Services</u>				
(I) Replacement Recovery System*	NO	N/A	\$0	N/A
Delivery Method(s) Selected	N/A			*
(II) Computer Space*	NO	N/A	\$0	N/A
Delivery Method(s) Selected	N/A			*
(III) Supplemental Office Space*	NO	N/A	\$ N/A	N/A
				*
(IV) Mobile Work Group Unit*	NO	N/A	\$ N/A	N/A
(V) Quick Ship Equipment	NO	N/A	\$ N/A	N/A

* Initial 30 days of Daily Usage Fees during a Disaster will not be charged

Agreed Term 36 month(s) (Not subject to auto renewal)

Commencement Date August 1, 1997

Total Monthly Fee \$14,500

Subscriber's Location See Addendum

Send Subscriber Notices to P O Box 26647, Oklahoma City, OK 73126-0647, Attn Terry Land

Send Subscriber Invoices to P O Box 26647, Oklahoma City, OK 73126-0647, Attn Terry Land

By the signatures of their duly authorized representatives below SunGard and Subscriber intending to be legally bound agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement

SUNGARD RECOVERY SERVICES INC

BY [Signature]

PRINT NAME Jesse B. Adams

PRINT TITLE Sr. Vice President

DATE SIGNED 8/5, 1997

SUBSCRIBER FLEMING COMPANIES, INC

BY [Signature]

PRINT NAME ARLYN LARSON

PRINT TITLE SR V.P OF IT

DATE SIGNED July 30, 1997

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL

**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED August 1, 1997**

Page 2 of 3

RECOVERY CONFIGURATION

	<u>Qty</u>	<u>Description</u>
HOTSITE CONFIGURATION	1	Processor 9021-982(GX8824) 2GB/4GB
	800	Disk EMC 3380-K Compatible (w/cache)
	80	Tape 3480 (Drives)
	1	Printer 4248-2
	6	Local 3x74 Cluster
	1	Front End 3745-31A,3746-900
	2	PC-ROC (supports 6 remote wkstations)
Network Configuration	1	CNT NAU VHP Channel Extender
	1	Host Channel
	2	V 35 Serial port
	2	ISDN BRI B-channel access w/Terminal Adapter functionality
	2	AT&T ABM T1 Access w/CSU/DSU ESF-B8ZS
	1	AT&T InterSpan Frame Relay Access
	8	UDS 201 modem w/dial line
	8	UDS 801 autocal unit
	3	UDS 208 modem w/dial line
	2	V 32 dial modem w/dial line
	1	IBM 7855-010 modem w/ dial line
	30	UDS 2860 modem w/dial line
	12	UDS 2860 modem
	1	IBM 5866-002 modem
	1	IBM 6611-175 Router
	1	Token Ring port
	1	V 35 Serial port
	3	IBM 6611-145 Router w/110V power supply
	1	2 port multi-interface serial
	3	2 port Token Ring Network 16/4 adapter
	3	Additional Memory 8MB
	3	Software Package
	12	V 35 Serial Interface cable
	1	V 35 Matrix port MegaSpeed
	13	RS-232 Matrix port
	6	LAN Port connection Token Ring

INITIALS


THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL

**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED August 1, 1997**

Page 3 of 3

TESTING CONFIGURATION

	<u>Qty</u>	<u>Description</u>
HOTSITE CONFIGURATION	1	Processor 9021-942 1GB/2GB
	640	Disk EMC Mod 3/Mod 9
	48	Tape 3480 (Drives)
	1	Printer 4248-2
	6	Local 3x74 Cluster
	1	Front End 3745-31A,3746-900
	2	PC-ROC (supports 6 remote wkstations)
Network Configuration	1	CNT NAU VHP Channel Extender
	1	Host Channel
	2	V 35 Serial port
	2	ISDN BRI B-channel access w/Terminal Adapter functionality
	2	AT&T ABM T1 Access w/CSU/DSU ESF-B8ZS
	1	AT&T InterSpan Frame Relay Access
	8	UDS 201 modem w/dial line
	8	UDS 801 autocal unit
	3	UDS 208 modem w/dial line
	2	V 32 dial modem w/dial line
	1	IBM 7855-010 modem w/ dial line
	30	UDS 2860 modem w/dial line
	12	UDS 2860 modem
	1	IBM 5866-002 modem
	1	IBM 6611-175 Router
	1	Token Ring port
	1	V 35 Serial port
	3	IBM 6611-145 Router w/110V power supply
	1	2 port multi-interface serial
	3	2 port Token Ring Network 16/4 adapter
	3	Additional Memory 8MB
	3	Software Package
	12	V 35 Serial Interface cable
	1	V 35 Matrix port MegaSpeed
	13	RS-232 Matrix port
	6	LAN Port connection Token Ring

INITIALS


THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL

**ADDENDUM TO
RECOVERY SERVICES AGREEMENT DATED August 1, 1997**

The Recovery Services Agreement, having the above date, between SunGard Recovery Services Inc ("SunGard") and the Subscriber named below, ("Agreement"), is amended effective August 1, 1997, as follows

1 Strategic Change in Direction

If Subscriber elects to pursue a different corporate strategic direction which is instituted by Subscriber's Strategic Issues Committee (which committee consists of Subscriber's senior management) and provides for a significant and material reduction to the requirements for the then current contracted Recovery Services at the Location, then Subscriber may cancel the Agreement and all applicable Schedules by providing at least 120 days' written notice prior to the date on which the strategic change is implemented. Strategic direction changes may include but are not limited to the development of an internal backup capability, merger or acquisition or a decision to outsource data processing at Subscriber's current Location. Such notice shall include a certification from an authorized representative of Subscriber describing in reasonable detail the change to corporate strategic direction resulting in the elimination of the need for commercial disaster recovery services, along with a certification from Subscriber's Strategic Issues Committee approving the change in strategic direction and cancellation of the Agreement. If the Agreement is so canceled, Subscriber will not contract with another commercial disaster recovery vendor for similar services as provided under this Agreement for a period of eighteen (18) months or until the end of the initial contract term, whichever is earlier."

The right of cancellation granted under this provision cannot be exercised during the first twelve (12) months of the Agreed Term

2 Standard Procedures

In the last sentence of Section B4, Standard Procedures, replace "45 days" with "30 days"

3 Contract Term

The third and fourth sentences of Section D1, Contract Term is deleted in its entirety

4 Fees & Expenses

The last sentence of Section D2, Fees & Expenses is deleted in its entirety

5 Force Majeure

The fourteenth ~~sentence~~ ^{line} of Section D5, Force Majeure delete "five days" and insert "three days"

6 Other Terms

"SunGard represents that during the initial Agreed Term it will maintain Recovery Resources at a SunGard recovery facility capable of supporting Subscriber's contracted Hotsite Configuration as of the Commencement Date of the Agreement"

By the signatures of their duly authorized representatives below, SunGard and Subscriber intending to be legally bound agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement

SUNGARD RECOVERY SERVICES INC

BY

PRINT NAME Jesse B. Adams

PRINT TITLE Sr. Vice President

DATE SIGNED 8/5, 1997

SUBSCRIBER FLEMING COMPANIES, INC

BY

PRINT NAME Arlyn Larson

PRINT TITLE Sr. V.P. of IT

DATE SIGNED July 30, 1997

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

**ADDENDUM A TO SCHEDULE A TO
RECOVERY SERVICES AGREEMENT DATED AUGUST 1, 1997**

The Recovery Services Agreement, having the above date, between SunGard Recovery Services Inc ("SunGard") and the Subscriber named below, with regard to the Schedule identified above ("Specified Schedule"), is amended, effective August 1, 1997, as follows

I COVERED LOCATIONS

The following Two (2) locations are referred to as the "Covered Locations"

- 1 5701 N Shartel, Oklahoma City, Oklahoma 73118
- 2 4160 International Plaza, Suite 100, Fort Worth, Texas 76109

II MULTIPLE LOCATION COVERAGE

Each of the Covered Locations may use the Recovery Services described in the Specified Schedule alone or together with another Covered Location, as needed, provided that all affected Locations shall use only the configuration described in the Specified Schedule (subject to future additions), and the total number in use does not exceed the Covered Locations' configuration at any given time. Regardless of the number of Covered Locations that may experience a Disaster at or about the same time, Subscriber shall not be entitled to use any equipment or services other than those described in the Specified Schedule A (unless separately contracted for). Subscriber may have more than 2 locations covered by contracting for the additional facilities separately.

III ADDITIONS TO RECOVERY CENTER

Subscriber may add equipment or services, then standardly offered by SunGard, to the Specified Schedule for an additional Monthly Fee, at anytime other than during a Disaster.

IV BILLING

SunGard will invoice Subscriber's Primary Covered Location in accordance with the terms of this Agreement.

By the signatures of their duly authorized representatives below SunGard and Subscriber intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement.

SUNGARD RECOVERY SERVICES INC

BY

PRINT NAME

Jesse B. Adams

PRINT TITLE

Sr. Vice President

DATE SIGNED

8/5

1997

SUBSCRIBER FLEMING COMPANIES, INC

BY

PRINT NAME

ARUN LARSON

PRINT TITLE

SR. V.P. OF IT

DATE SIGNED

July 30

1997

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

**ADDENDUM FOR SUNGARD NATIONAL NETWORK SERVICES
TO SCHEDULE A
TO RECOVERY SERVICES AGREEMENT DATED 08/01/97
(See Additional Terms on Reverse Side)**

The SunGard Recovery Services Agreement having the above date between SunGard and the Subscriber named below (Agreement) is hereby amended with regard to the Schedule identified above (Specified Schedule) consistent with the terms and conditions of the Agreement as follows effective 07/01/2001 Subscriber has elected for SunGard to provide the network services (Services) selected below

A NETWORK SERVICES**Quantity****Total Monthly Fee****Dedicated**

DS-1 Connectivity

(Destination Point)

\$0

On-Demand

DS-1 Connectivity

(Destination Point)

\$0

DS-3 Connectivity

(Destination Point SunGard Center Philadelphia PA)

1

\$6 000

On Demand Metropolitan

DS-1 Connectivity

(Destination Point)

\$0

Unless the following section is completed indicating that SunGard is responsible for providing the connection(s) between Subscriber's location(s) and the designated point of presence on the National Network (Local Access), Subscriber is solely responsible for establishing the connection between Subscriber's location(s) and the designated point of presence on SunGard's National Network through its Local Exchange Provider. Once the Local Access has been established Subscriber is responsible for contacting SunGard to obtain the necessary facility assignment information to connect Local Access to SunGard National Network Node

National Network Access

DS-1 Connectivity

(Destination Point)

\$0

DS-3 Connectivity

(Destination Point)

0

\$0

DS-3 Connectivity

(Destination Point)

0

\$0

B INTERNET ACCESS SERVICES**Web ReDirect**

Internet Connectivity

(Destination Point)

Subscriber will be invoiced an additional Monthly Fee of \$6 000 plus any applicable tax in accordance with the terms of the Agreement and this Addendum. The term of this Addendum will commence upon the effective date noted above or the date of installation whichever is later and shall continue until the end of the initial Agreed Term for the Specified Schedule or any extended or renewal term of the Specified Schedule. In addition Subscriber is responsible for one time installation charges in the amount of \$0 which will be invoiced in accordance with the foregoing.

By the signatures of their duly authorized representatives below SunGard and Subscriber intending to be legally bound agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

SUNGARD RECOVERY SERVICES LP

BY

PRINT NAME

PRINT TITLE

DATE SIGNED

Thomas M. Gayle
Thomas M. Gayle
Vice President
6-14-01

SUBSCRIBER FLEMING COMPANIES, INC.

BY

PRINT NAME

PRINT TITLE

DATE SIGNED

Joseph M. Fleckinger
Joseph M. Fleckinger
Director, I/T Administration & Quality Assurance
6-5-2001

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL

ADDITIONAL TERMS**A NETWORK SERVICES - Dedicated Services**

The Network Services identified as "Dedicated" within this Addendum shall be made available to Subscriber on an exclusive 24-hour 7-day per week basis (excluding downtime attributable to routine and preventative maintenance). All Dedicated circuits will be connected between the National Network entry point as designated and coordinated by SunGard (point of presence) and the Destination Point defined on the front page of this Addendum. Subscriber shall have access to these Services for Disaster Recovery Purposes in accordance with SunGard's obligations as defined in the Agreement and as further delineated in this Addendum. Any other use of the Services by Subscriber shall constitute a material breach of the Agreement for which SunGard may terminate the Agreement by providing five (5) days written notice.

For purposes of this Addendum "Disaster Recovery Purposes" means any use of the Services by Subscriber (i) while Subscriber is experiencing a Disaster (ii) which connectivity facilitates Subscriber's recovery during a Disaster (iii) to conduct a Test(s) or (iv) electronic vaulting.

On Demand Services

The Network Services identified as On-Demand within this Addendum shall be made available to Subscriber within two (2) hours upon receipt of a request from Subscriber based on then current availability on SunGard's National Network in accordance with the General Multiple Disaster Procedures in the Agreement. All On Demand circuits will be connected between the National Network entry point as designated and coordinated by SunGard ("point of presence") and the Destination Point defined on the front page of this Addendum. Once Subscriber has been switched onto a circuit on the National Network the Services will be available on a 24 hour 7 days per week basis (excluding downtime attributable to routine and preventative maintenance). Subscriber shall have access to these Services for testing or Disaster purposes consistent with SunGard's obligations as defined in the Agreement. Any other use of the Services by Subscriber shall constitute a material breach of the Agreement for which SunGard may terminate the Agreement by providing five (5) days written notice. During a Disaster Subscriber shall have access to the number of circuits for the period of no more than six (6) weeks.

For DS 3 connectivity a Disaster Declaration Fee of no less than \$5 000 will be charged per occurrence and for DS 1 connectivity a Disaster Declaration Fee of no less than \$2 500 will be charged per occurrence. If a Declaration Fee of equal or greater value is charged in association with the Specified Schedule then the Declaration Fee for the National Network will be deemed included in such fee. Daily Usage Fees (per circuit during Disaster only) will be charged as follows:

DS 1 Connectivity	\$1 000
DS 3 Connectivity	\$5 000
DS 1 Connectivity (Metropolitan)	\$ 500
DS-3 Connectivity (Metropolitan)	\$1 000

Metropolitan Connectivity Subscriber's connectivity is limited to the Metropolitan Network which is defined on the front of this Addendum and does not provide Subscriber with connectivity between Metropolitan Networks.

B INTERNET ACCESS SERVICES General Internet Access Terms SunGard's Internet Access Services will provide Subscriber with connectivity to the Internet through SunGard's Internet Access Services subject to the terms and conditions of the Agreement and this Addendum and fully licensed Internet software if applicable. The Internet is not owned, operated or managed by or in any way affiliated with SunGard or any of SunGard's affiliates. The Internet is an international computer network of both Federal and non Federal inter-operable packet switched data networks. SunGard cannot and will not guarantee that the Internet Access Services will provide Internet access that is sufficient to meet Subscriber's needs. Subscriber agrees that its use of the Internet Access Service and the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations.

Subscriber hereby acknowledges receipt of SunGard's and/or its underlying carriers' policies and/or rules and regulations ("Policies") and agrees to comply with such Policies at all times while utilizing the Internet Access Services. Subscriber also acknowledges that a breach of any of the Policies may result in the immediate termination of the Internet Access Services without prior notice and SunGard shall have no liability to Subscriber for any restriction or termination of the Internet Access Services pursuant to Subscriber's violation of the Policies. The Policies may be revised from time to time by SunGard which revisions will be communicated to Subscriber in writing by posting on SunGard's website at the following address: <http://www.esourcing.sungard.com>. Subscriber agrees that the Access Service is provided on an as is as available basis without warranties of any kind, either express or implied. Subscriber agrees that SunGard has the right but not the obligation to remove content from SunGard's computer servers which SunGard

in its sole discretion determines to be in violation of this Agreement or SunGard's underlying carrier(s) on line policy.

WebRedirect WebRedirect offers Subscriber access to the Internet from the SunGard facility designated on the front of this Addendum for Disaster Recovery Purposes. The Services shall be made available to Subscriber within two (2) hours after receipt of a request from Subscriber based on then current availability on SunGard's National Network in accordance with the General Multiple Disaster Procedures in the Agreement. Subscriber recognizes that these Services are not provider specific; therefore Subscriber is responsible for setting up any necessary domain(s) in order to facilitate effective use of WebRedirect Services. Subscriber shall have access to these Services for Disaster Recovery Purposes in accordance with SunGard's obligations as defined in the Agreement and as further delineated in this Addendum. Any other use of the Services by Subscriber shall constitute a material breach of the Agreement for which SunGard may terminate the Agreement by providing five (5) days written notice. During a Disaster Subscriber shall have access to the WebRedirect service level for a period of no more than six weeks.

For 512 - 15 Mbps WebRedirect Services a Disaster Declaration Fee of no less than \$500 will be charged per occurrence and for 16 - 45 Mbps WebRedirect a Disaster Declaration Fee of no less than \$5 000 will be charged per occurrence. If a Declaration Fee of equal or greater value is charged in association with the Specified Schedule then the Declaration Fee for WebRedirect Services will be deemed included in such fee. Daily Usage Fees (per bandwidth during Disaster only) will be charged as follows:

512 - 15 Mbps Internet Access	\$ 250
16 - 10 Mbps Internet Access	\$1 000
101 - 45 Mbps Internet Access	\$2 000

Testing Subscriber shall have access to the Services to conduct Test(s) in conjunction with Test(s) of the Recovery Services as defined on the Specified Schedule.

General In the event that Subscriber does not contract with SunGard to establish the connection between Subscriber's Location and the point of presence on the National Network, Subscriber is then responsible to provide the resources to connect to SunGard's National Network from its Location to the designated point of presence.

Termination The Services are provided subject to the availability of the necessary services by SunGard's underlying carrier(s). SunGard may, without penalty and by providing Subscriber with thirty (30) days prior written notice, terminate this Addendum (or any portion of this Addendum) or may withhold the provision of the Services if: (a) SunGard's underlying carrier(s) withdraw or substantially alter any underlying tariff(s) resulting in a material adverse effect on SunGard's operational or financial ability to provide the Service(s) or (b) any public utility commission or other regulatory authority asserts jurisdiction over the Services such that SunGard would be required to submit to common carrier, public utility or other regulation to which SunGard is not now subject.

Limitation of Liability UNDER NO CIRCUMSTANCES SHALL SUNGARD'S TOTAL LIABILITY EXCEED THE TOTAL OF ALL FEES ACTUALLY PAID BY SUBSCRIBER TO SUNGARD UNDER THIS ADDENDUM. SUNGARD SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LOSS OF OR INTERCEPTION OR MISDIRECTION OF SUBSCRIBER'S DATA FILES, SOFTWARE CODE, OPERATING SYSTEMS APPLICATIONS, DATA STORAGE MEDIA OR OTHER PROPERTY THAT OCCURS DURING CONNECTION, TRANSMISSION, USE OR RESTORATION BY SUBSCRIBER OR SUNGARD IN CONJUNCTION WITH THE SERVICES. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities arising out of any action brought against SunGard by a third party as a result of Subscriber's use of the Services. Under no circumstances shall SunGard be liable to Subscriber or any other third party for lost revenues, lost profits, loss of business or consequential or special damages of any nature, whether or not foreseeable.

EXCEPT AS SPECIFICALLY STATED IN THIS ADDENDUM, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

RECOVERY SERVICES AGREEMENT

BETWEEN

SUNGARD RECOVERY SERVICES INC

a Pennsylvania corporation

("SunGard")

AND

FLEMING COMPANIES, INC.

a OKLAHOMA corporation

("Subscriber")

DATED

AUGUST 1, 19 97

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the terms of this Agreement

SUNGARD RECOVERY SERVICES INC

By Jesse B. Adams

Print Jesse B. Adams

Print Title Sr. Vice President

Date Signed 8/5, 19 97

FLEMING COMPANIES, INC.

By ARLYN LARSON

Print Name ARLYN LARSON

Print Title SR. V.P. OF IT

Date Signed July 30, 19 97

A **RECOVERY SERVICES** Each Schedule to this Agreement specifies a Subscriber location (Location) the recovery services to be provided by SunGard to Subscriber for that Location (Recovery Services) the fees to be paid by Subscriber to SunGard for those services and any other applicable terms Each Schedule represents a separate contract between the parties that incorporates and is governed by all of the terms of this Agreement

1 **DISASTER** A Disaster is any unplanned event or condition that renders Subscriber unable to use a Location for its intended computer processing and related purposes By signing a Schedule or any Addendum to a Schedule Subscriber warrants that the Location specified in that Schedule is not at that time experiencing a Disaster Subscriber may

declare a Disaster by having one of its designated representatives give notice to SunGard stating that a Disaster occurred identifying the affected Location specifying which Recovery Services Subscriber believes will be required and naming another designated representative whom SunGard may immediately contact to verify the Disaster

THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL

- 2 **SELECTED SERVICES** Whenever Subscriber declares a Disaster the Recovery Services to be provided by SunGard to Subscriber shall be the following services which were selected by Subscriber in the applicable Schedule
 - (a) **Center Based Recovery Services** Immediate and exclusive use of the services described below (Center Based Recovery Services) which Subscriber may use during the period of time stated below provided at a SunGard facility
 - (i) **Hotsite** An installed fully operational computer system and networking capability (Hotsite) equal to or better than (in all material respects including equipment quality and processing capacity) the Hotsite Configuration described in the Schedule which Subscriber may use for six weeks
 - (ii) **Coldsite** Environmentally prepared computer space (Coldsite) properly equipped to facilitate the installation of a computer system comparable to the Hotsite Configuration, which Subscriber may use for six months
 - (iii) **Office Space** An adequate and reasonable amount of office space in the same facility where the Hotsite or Coldsite is located properly equipped to facilitate the installation of terminals which Subscriber may use to operate that Hotsite or Coldsite
 - (iv) **Work Group Space** An adequate and reasonable amount of office space properly equipped to accommodate the Work Group Configuration described in the Schedule which Subscriber may use for six weeks
 - (v) **MegaVoice** SunGard's voice communications backup service for the number of communications ports stated in the Schedule which Subscriber may use for six weeks
 - (b) **Mobile Recovery Services** Immediate and exclusive use of the services described below (Mobile Recovery Services) which Subscriber may use for the duration of a Disaster
 - (i) **Replacement Recovery System** A fully operational relocatable computer system and networking capability (Replacement Recovery System) equal to or better than (in all material respects including equipment quality and processing capacity) the Mobile Configuration described in the Schedule to be provided to Subscriber by one of the following methods at Subscriber's option
 - a **Primary Recovery Facility** Access to the Replacement Recovery System at a SunGard facility where it is then installed
 - b **Alternate Recovery Facility** Delivery of the Replacement Recovery System to a SunGard facility where it may be accommodated within 48 hours after SunGard receives the Disaster declaration notice
 - c **Mobile Data Center** Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in the continental United States requested by Subscriber within 48 hours after SunGard receives the Disaster declaration notice
 - d **Subscriber Facility** Delivery of the Replacement Recovery System to a properly equipped facility located in the continental United States requested by Subscriber within 48 hours after SunGard receives the Disaster declaration notice
 - (ii) **Computer Space** Environmentally prepared computer space (Computer Space) properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration to be provided to Subscriber by one of the following methods at Subscriber's option
 - a **SunGard Facility** Access to the Computer Space at a SunGard facility where the Replacement Recovery System may be accommodated
 - b **Mobile Coldsite** Delivery of a properly equipped vehicle housing the Computer Space to a destination in the continental United States requested by Subscriber within 48 hours after SunGard receives the Disaster declaration notice
 - (iii) **Supplemental Office Space** An adequate and reasonable amount of office space in the same SunGard facility where the Replacement Recovery System or Computer Space is located properly equipped to facilitate the installation of terminals which Subscriber may use to operate that Replacement Recovery System or Computer Space
 - (iv) **Mobile V Group Space** Delivery of a vehicle properly equipped to accommodate the Mobile Work Group Configuration described in the Schedule to a destination in the continental United States requested by Subscriber within 48 hours after SunGard receives the Disaster declaration notice
 - (v) **Quick Ship Equipment** Delivery of equipment equal to or better than (in all material respects including equipment quality and processing capacity) the Quick Ship Equipment described in the Schedule to a properly equipped facility in the continental United States requested by Subscriber within 48 hours after SunGard receives the Disaster declaration notice
 - 3 **EXTENDED USE** During a Disaster, Subscriber may continue to use the Center-Based Recovery Services beyond the periods stated in Section A2(a) provided that this extended use shall be subject to immediate termination if and when any other subscriber declares a disaster
 - 4 **COMPREHENSIVE SUPPORT** Whenever Subscriber uses Recovery Services during a Disaster SunGard's Support Staff (consisting of operations communications security transportation systems software and customer support personnel as appropriate) shall provide comprehensive support to Subscriber on a 24 hour a day 7-day a week basis as needed To facilitate Subscriber's use of the Recovery Services during a Disaster SunGard's Support Staff shall assist Subscriber in pre-testing Subscriber's operating systems network control programs and communications circuits During a Disaster SunGard's Support Staff also shall assist Subscriber in contacting vendors and in obtaining and installing additional or replacement equipment
 - 5 **TESTS** Subscriber may use certain Recovery Services to test its disaster recovery capability (Test) for the number of Test Periods stated in the applicable Schedule Each Test Period entitles Subscriber to eight hours of consecutive test time per year, on a non cumulative basis During each Test SunGard's Support Staff shall provide reasonable supplies and support to Subscriber including assistance in pre-testing Subscriber's operating systems network control programs and communication circuits All Tests shall be subject to immediate cancellation or termination, and shall be rescheduled as soon as possible if and when any other subscriber declares a disaster and requests use of the Recovery Services being tested
 - 6 **NETWORK BACKUP** SunGard's Support Staff shall provide reasonable assistance to Subscriber in designing implementing and testing a backup communications network to facilitate communications between Subscriber locations and the SunGard facility
 - 7 **SOFTWARE** All systems and utility software which SunGard has installed at its facilities may be used by Subscriber during a Disaster or a Test
 - 8 **TECHNOLOGY EXCHANGE** Upon Subscriber's request SunGard will provide a list of computer and communications equipment that is then currently available to enhance the Hotsite Configuration or Mobile Configuration Subscriber may exchange certain components of that configuration for hardware representing newer technology by giving written notice to SunGard and signing an appropriate Addendum to the applicable Schedule Upon the effective date of this exchange the Monthly Fees due under that Schedule may increase by an amount reasonably determined by SunGard based upon the difference between (a) SunGard's then prevailing Monthly Fees for the new hardware selected and (b) an allocated portion of the prior Monthly Fees covering the components that were replaced
 - 9 **ACCOUNT EXECUTIVE** SunGard shall assign an Account Executive to Subscriber to assist in monitoring the continued viability of Subscriber's disaster recovery capability and to facilitate ongoing communications between Subscriber and SunGard
 - 10 **HOTLINE** SunGard shall maintain a toll free customer support telephone service on a 24 hour a day 7 day a-week basis which Subscriber may use as needed
 - 11 **USER'S GUIDES** Subscriber shall receive SunGard's current User's Guides for the Recovery Services and all applicable updates and revisions as and when issued
 - 12 **PLANNING SERVICES AND SOFTWARE** Subscriber may engage SunGard's disaster recovery consultants at SunGard's then prevailing fees, to prepare and maintain a disaster recovery plan for Subscriber audit Subscriber's disaster recovery capability and provide other disaster recovery planning and consulting services Subscriber may license SunGard's disaster recovery planning software at SunGard's then prevailing fees
 - 13 **OTHER SERVICES** Subscriber may obtain any other recovery services offered by SunGard, at SunGard's then prevailing fees by executing an appropriate Schedule or Addendum describing such services

B MAINTENANCE AND USE OF RECOVERY RESOURCES The terms of this Section B are intended to ensure that the facilities and equipment used by SunGard to provide the Recovery Services (Recovery Resources) are properly maintained and used and to protect the respective interests of the parties in using the Recovery Resources

- 1 **MAINTENANCE** SunGard shall maintain vendor specified proper operating environments at its facilities and in its vehicles used to provide the Recovery Services SunGard shall adhere to vendor recommended procedures and policies for proper maintenance of the Recovery Resources including necessary remedial maintenance and regularly scheduled preventive maintenance **SunGard warrants to Subscriber that the Recovery Resources shall be maintained in a state of readiness at all times consistent with SunGard's obligations under this Agreement**
- 2 **SIGNIFICANT CHANGES** SunGard may change the Recovery Resources and shall give written notice to Subscriber at least 60 days before making any significant change that might substantially and adversely impact Subscriber Subscriber shall then have an adequate and reasonable number of free additional Test Periods to Test the affected Recovery Services If in Subscriber's reasonable judgment any such change substantially and adversely impacts Subscriber to the extent that Subscriber cannot use the affected Recovery Services then Subscriber may terminate the affected Recovery Services by giving written notice to SunGard within ten days after Subscriber first uses the affected Recovery Services for either a Disaster or Test
- 3 **AUDITS** At any time except when the Recovery Resources are being used during a disaster or a confidential test Subscriber may at its expense audit the Recovery Resources to verify SunGard's compliance with this Agreement SunGard also shall permit any regulatory authority having jurisdiction over Subscriber to inspect the Recovery Resources SunGard shall at its expense have the Recovery Resources annually reviewed by an independent third party auditor whose reports shall be furnished to Subscriber upon request
- 4 **STANDARD PROCEDURES** SunGard shall maintain reasonable and uniform rules regarding security safety scheduling operations and other procedures for accessing and using the Recovery Resources during disasters and tests These rules may appear in SunGard's User's Guides and in other written documents provided by SunGard to its subscribers from time to time Both SunGard and Subscriber shall comply with these rules in all material respects and shall use all Recovery Resources in accordance with manufacturer specifications Rules for

Tests may include advance scheduling and cancellation requirements Any Test Periods cancelled less than 45 days before the scheduled date will be applied against Subscriber's annual allotment of Test Periods

- 5 **SPECIAL PROCEDURES** If Subscriber gives written notice to SunGard describing any special data protection or other security procedures used by Subscriber then SunGard shall use commercially reasonable efforts to help implement those procedures whenever Subscriber is using the Recovery Resources Subscriber shall be responsible for any additional expenses reasonably incurred by SunGard in implementing Subscriber's special procedures
- 6 **MOBILE RESOURCES** Title to all of the Recovery Resources used to provide Mobile Recovery Services (Mobile Resources) wherever located shall remain in SunGard or its supplier except for any Quick Ship Equipment as to which Subscriber properly exercises its purchase option if any described in the applicable Schedule With respect to any Mobile Resources for which the destination is not a SunGard facility (a) Subscriber shall obtain or provide at Subscriber's expense all permits landlord consents and other authorizations and all communications power and other utility lines and equipment needed to possess locate or use the Mobile Resources at that destination (b) Subscriber shall be responsible for the security of the Mobile Resources at that destination (c) Subscriber shall not relocate the Mobile Resources without SunGard's prior written consent which will not be unreasonably withheld (d) when Subscriber's use or right to use the Mobile Resources during a Disaster or Test ends Subscriber shall comply with SunGard's return delivery or shipment instructions and (e) if the Mobile Resources do not include a SunGard vehicle then Subscriber shall provide a proper operating environment for the Mobile Resources If any Mobile Resources are provided by a third party under contract with SunGard and that contract is terminated then SunGard may terminate the applicable Recovery Services upon 90 days prior written notice to Subscriber
- 7 **REMARKETED EQUIPMENT** SunGard may terminate the Recovery Services for any items designated in a Schedule as Remarketed Equipment (equipment owned by another SunGard subscriber) upon 30 days prior written notice to Subscriber

C MULTIPLE DISASTER Subscriber's rights of immediate and exclusive use of the Recovery Resources as provided in Section A2 shall be subject to the possibility that one or more other subscribers (other affected subscribers) could declare a disaster and require use of the same Recovery Resources at the same time as Subscriber (Multiple Disaster)

- 1 **GENERAL MULTIPLE DISASTER PROCEDURES** If a Multiple Disaster occurs then the following procedures shall be implemented with respect to all Recovery Resources other than Mobile Resources
 - (a) Subscriber and the other affected subscribers shall have equal rights of access to and use of the applicable Recovery Resources irrespective of the order in which disasters occurred or were declared
 - (b) In an effort to avoid the need for shared or allocated use of any Recovery Resources SunGard shall to the fullest extent possible under the circumstances take full advantage of and provide access to all of its other available Recovery Resources
 - (c) If shared or allocated use of any Recovery Resources is necessary then SunGard shall develop and implement an appropriate plan (Multiple Disaster Plan) providing for the sharing or allocation of those Recovery Resources in a manner reasonably determined by SunGard If Subscriber and the other affected subscribers unanimously agree upon their own Multiple Disaster Plan then SunGard shall implement that plan to the fullest extent possible under the circumstances
 - (d) Subscriber shall cooperate with SunGard and the other affected subscribers in coordinating the use of the Recovery Resources and if necessary in implementing a Multiple Disaster Plan
- 2 **MULTIPLE DISASTER PROCEDURES FOR MOBILE RESOURCES** If a Multiple Disaster occurs then the following procedures shall be implemented with respect to Mobile Resources
 - (a) The first subscriber who declares a disaster as determined by SunGard's receipt of written disaster declaration notices shall have immediate and exclusive use of the applicable Mobile Resources
 - (b) If the applicable Mobile Resources are being used by another affected subscriber who previously declared a disaster then Subscriber shall be provided immediate and exclusive use of other compatible Mobile Resources
 - (c) If all other compatible Mobile Resources also are being used by other affected subscribers who previously declared disasters then Subscriber

shall be provided exclusive use of the first compatible Mobile Resources that become available

- (d) Subscriber shall cooperate with SunGard and the other affected subscribers in coordinating the use of the Mobile Resources and in implementing any other plans for supporting the Multiple Disaster
- 3 **MULTIPLE DISASTER PROTECTION** To lower the probability of a Multiple Disaster SunGard shall comply with the following terms
 - (a) **No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to Subscriber under this Agreement.**
 - (b) **No agreement to provide use of any Recovery Resources shall be entered into at a time when the subscriber location to be serviced is then currently experiencing a disaster**

For Center Based Recovery Services SunGard also shall comply with the following

- (c) To discourage unnecessary disaster declarations Disaster Declaration Fees as provided in the Schedules shall be charged whenever a subscriber declares a disaster
- (d) To discourage unnecessary use of the Recovery Resources Daily Usage Fees as provided in the Schedules shall be charged for actual use of the Recovery Resources other than for tests

For each IBM mainframe Hotsite equal to or greater than Model 308X SunGard also shall comply with the following

- (e) **Agreements for the Hotsite shall not be entered into covering two subscriber computer facilities which are located in the same building**
- (f) Agreements for the Hotsite shall not be entered into covering more than 110 subscriber computer facilities

- 4 **CRISIS MANAGEMENT** Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster SunGard shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected subscribers

D OTHER TERMS

- 1 **CONTRACT TERM** This Agreement shall continue in effect for so long as there is a Schedule in effect. The term of a Schedule and Subscriber's rights to use the Recovery Services selected on that Schedule shall begin on the Commencement Date and continue in effect for the Agreed Term stated in that Schedule. Thereafter that Schedule shall automatically renew for successive renewal terms of equal duration to the Agreed Term unless either party gives written notice of termination to the other at least six months before the end of the then current term. Subscriber acknowledges that SunGard requires this advance notice due to the substantial long term equipment and facilities commitments SunGard makes in reliance upon its subscriber contracts. This Agreement and each Schedule is a non-cancelable contract that may be terminated only in accordance with its express terms.
- 2 **FEES AND EXPENSES** All Monthly Fees shall be invoiced by SunGard in advance. All other fees and any out of pocket expenses reasonably incurred by SunGard on behalf of Subscriber and with prior authorization shall be invoiced by SunGard as and when incurred. Subscriber's payments shall be due within 30 days after receipt of invoice. Subscriber shall be responsible for (a) any applicable Disaster Fees as indicated on a Schedule, (b) all communications and similar third party charges resulting from Subscriber's use of the Recovery Resources, (c) all power, fuel and other utility charges resulting from Subscriber's use of the Recovery Resources except the initial six weeks of Hotsite use and except for Tests, (d) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by Subscriber, (e) all costs associated with the installation and de-installation of Mobile Resources used by Subscriber at non SunGard locations, and (f) any sales, use, excise or comparable taxes assessed or imposed upon the services provided or the amounts charged under this Agreement. Beginning one year after the Commencement Date of a Schedule, SunGard may increase all fees chargeable under that Schedule by up to 8% per contract year by giving Subscriber at least 90 days prior written notice.
- 3 **CONFIDENTIALITY** All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, is already known to the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party using the same standard of care as it uses to protect its own confidential information and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement. Without limiting the generality of the foregoing, such confidential information includes (a) Subscriber's data and software, and the details of Subscriber's computer operations and recovery procedures, which include trade secrets of Subscriber, (b) SunGard's physical security systems, access control systems, specialized recovery equipment and techniques, pricing and User's Guides, which include trade secrets of SunGard, and (c) the terms of this Agreement. This Section D3 may be enforced by injunction.
- 4 **LIABILITY AND INDEMNIFICATION** Each party (liable party) shall be fully liable to the other party for any direct damages caused by any breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents) in connection with the use of the Recovery Resources or any other matter relating to this Agreement. The liable party shall indemnify and hold harmless the other party (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from any such breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents). Notwithstanding the foregoing, SunGard shall have no liability for any of Subscriber's property located at a SunGard facility or in a SunGard vehicle, except for any direct damages caused by SunGard's gross negligence or willful misconduct. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from the use, control or possession of any Mobile Resources by Subscriber (or any of its employees or agents). Excluding Subscriber's payment obligations under no circumstances shall either party be liable for lost revenues, lost profits, loss of business or consequential or special damages of any nature, whether or not foreseeable.

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

- 5 **FORCE MAJEURE** Neither party shall be liable for nor shall either party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care. If, due to any such cause, SunGard is unable to provide to Subscriber a material part of the Recovery Services described in a Schedule and this inability continues for a period of more than 30 days, then the Monthly Fees for those Recovery Services for that period shall be waived and the term of that Schedule shall be extended by an equal period. If this inability continues for more than five days after Subscriber has declared a Disaster, then Subscriber may terminate that Schedule without penalty by giving written notice of termination to SunGard at any time before the inability ends.
- 6 **TERMINATION FOR CAUSE** If either party breaches any of its obligations under this Agreement in any material respect and the breach is not substantially cured within the cure period specified below, then the other party may terminate this Agreement or any Schedule(s) without penalty by giving written notice to the breaching party at any time before the breach is substantially cured. With respect to a breach of SunGard's obligation to provide the Recovery Services to Subscriber during a Disaster, the cure period shall be five days. With respect to Subscriber's payment obligations, the cure period shall be ten days after receipt of SunGard's written notice of non-payment. With respect to all other obligations under this Agreement, the cure period shall be 30 days after receipt of written notice describing the breach, provided that if a longer period is reasonably required to cure the breach and the cure is promptly begun, such cure period shall be extended for as long as the cure is being diligently prosecuted to completion.
- 7 **NOTICE** All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by first class mail. Any notice may be given by facsimile and Disaster declaration notice may be given orally, provided that in either case a signed written confirmation is received within 24 hours thereafter. Subscriber's address for notice is stated in each Schedule. SunGard's address for notice is 1285 Drummers Lane, Wayne, Pennsylvania 19087, Attention: Contract Administration.
- 8 **ENTIRE UNDERSTANDING** This Agreement (which includes and incorporates all Schedules and Addenda to this Agreement) states the entire understanding between the parties with respect to its subject matter and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. No modification of this Agreement and no waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement.
- 9 **PARTIES IN INTEREST** Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consents to assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.
- 10 **CONSTRUCTION. THIS AGREEMENT SHALL BE GOVERNED BY SUBSTANTIVE PENNSYLVANIA LAW.** This choice of governing law shall not be considered determinative of the jurisdiction or venue of any action between the parties. In any action relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. A determination that any term of this Agreement is invalid or unenforceable shall not affect the other terms of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents. Sections D3, D4 and D10 shall survive any termination of this Agreement.



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re)	Chapter 11
)	
Fleming Companies, Inc., et al., ¹)	Case No. 03-10945 (MFW)
)	(Jointly Administered)
Debtors)	Related Docket No. 3631
)	

**ORDER PURSUANT TO SECTION 365(a) OF THE BANKRUPTCY CODE
AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE ORDER**

Upon consideration of the motion of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), seeking entry of an Order pursuant to 365(a) of the Bankruptcy Code authorizing the Debtors to reject certain executory contracts and unexpired leases of in connection with Sale Order (the "Motion")², and it appearing that the relief requested is in the best interests of the Debtors' estates and creditors, and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. §§ 1408 and 1409, and adequate notice of the Motion having been given, and it appearing that no other notice need be given, and after due consideration and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1 The Motion is granted.

2 Each of the unexpired Rejected Contracts and Leases, listed on Exhibit A attached hereto, shall be deemed rejected as of September 30, 2003

¹ The Debtors are the following entities: Core-Mark International, Inc., Fleming Companies, Inc., ABCO Food Group, Inc., ABCO Markets, Inc., ABCO Realty Corp., ASI Office Automation, Inc., C/M Products, Inc., Core-Mark Interrelated Companies, Inc., Core-Mark Mid-Continent, Inc., Dunigan Fuels, Inc., Favar Concepts, Ltd., Fleming Foods Management Co., L.L.C., Fleming Foods of Texas, L.P., Fleming International, Ltd., Fleming Supermarkets of Florida, Inc., Fleming Transportation Service, Inc., Food 4 Less Beverage Company, Inc., FuelServ, Inc., General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc., Minter-Weisman Co., Piggly Wiggly Company, Progressive Realty, Inc., Rambow Food Group, Inc., Retail Investments, Inc., Retail Supermarkets, Inc., RFS Marketing Services, Inc., and Richmar Foods, Inc.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Date 10 27 03
Docket # 4233

4 The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion

5 The Debtors have authority to collect any personal property at any of the real property locations included in the Rejected Contracts and Leases before September 30, 2003. Any personal property of the Debtors remaining as of September 30, 2003 at any location covered by any real property lease that is on the list of Rejected Contracts and Leases shall be deemed abandoned to the landlord.

6 The deadline by which time the parties to the Rejected Contracts and Leases shall file proofs of claim for the rejection of the Rejected Contracts and Leases is thirty (30) days after entry of this order. If a proof of claim based upon rejection of the Rejected Contracts and Leases is not timely filed in accordance with this Order, such claim shall be barred forever.

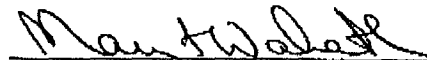
7 The Debtors do not waive any claims that they may have against any of the counter-parties to the Rejected Contracts and Leases, whether or not related to the Rejected Contracts and Leases.

8 This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

9 Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10 All time periods set forth in this Order shall be calculated in accordance with
Bankruptcy Rule 9006(a)

Dated Oct 27, 2003



The Honorable Mary F. Walrath
Chief United States Bankruptcy Judge

Exhibit A

EXHIBIT A

Rejected Contracts and Leases

EXHIBIT A

EQUIPMENT LEASE	1668	Meyercoed Company	Lincoln	EQUIPMENT LEASE Lincoln (Pneumatic Case Packer)
EQUIPMENT LEASE	1669	Meyercoed Company	Lincoln	LEASE AGREEMENT Lincoln (Cigarette Tax Stamping Equipment)
EQUIPMENT LEASE	1671	Meyercoed Company	Lincoln	EQUIPMENT LEASE Lincoln (Cigarette Case Cutter)
EQUIPMENT LEASE	1673	Meyercoed Company	Lincoln	EQUIPMENT LEASE Lincoln (Cigarette Stamping Machine)
EQUIPMENT LEASE	1674	Meyercoed Company	Lincoln	LEASE AGREEMENT Lincoln (Cigarette Case Packer)
EQUIPMENT LEASE	1675	Meyercoed Company	Lincoln	LEASE AGREEMENT Lincoln (Cigarette Case Cutter)
EQUIPMENT LEASE	1737	Pitney Bowes Credit Corporation (PBCC)	Memphis	EQUIPMENT LEASE Memphis (Postage Meter Rental)
EQUIPMENT LEASE		ASCORM HASLER	NASHVILLE	EQUIPMENT LEASE (POSTAGE METER RENTAL)
EQUIPMENT LEASE	1712	Pitney Bowes Credit Corporation (PBCC)	Nashville	EQUIPMENT LEASE Nashville
EQUIPMENT LEASE	1734	Pitney Bowes Credit Corporation (PBCC)	Nashville	EQUIPMENT LEASE Nashville
EQUIPMENT LEASE	1738	Pitney Bowes Credit Corporation (PBCC)	Nashville	EQUIPMENT LEASE Nashville
EQUIPMENT LEASE	874	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1978 Monon Van)
EQUIPMENT LEASE	875	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1973 Brown van M730637)
EQUIPMENT LEASE	876	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1981 Great Dane Reefer)
EQUIPMENT LEASE	877	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1990 Great Dane Reefer)
EQUIPMENT LEASE	905	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1980 Monon Van)
EQUIPMENT LEASE	912	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1978 Fruehauf Van)
EQUIPMENT LEASE	913	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1982 Stough SN)
EQUIPMENT LEASE	1000	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1977 G/D SN)
EQUIPMENT LEASE	1020	Quality Trailer Service & Sales, Inc.	Nashville	EQUIPMENT LEASE Nashville (Item 1989 Onsey Reel)
MAINTENANCE AGREEMENT	7314	MAILSHIP TECHNOLOGY (ASCOM)	NASHVILLE	MAINTENANCE ON MAILROOM EQUIPMENT NASHVILLE
MISC CONTRACTS	1026	Olympic Compactor Rentals	Lincoln	RENTAL AGREEMENT Lincoln (Compactor Rental #BJ221K)
MISC CONTRACTS	1087	McQuay Laundry Service dba Master Service Systems	Memphis	RENTAL AGREEMENT Memphis
MISC CONTRACTS	1077	Quality Incentive Company	Memphis	SUBLEASE AGREEMENT Memphis GMD
MISC CONTRACTS	644	Delta Corporation	Memphis	FIELD CONTRACTS Memphis (contract #2411035)
MISC CONTRACTS	1118	Boonville Shopware	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	1120	Crockett's Shopware	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	1170	ELAS Grocery	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	1124	Piggly Wiggly, Inc. dba Brown Co. IGA	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	1133	Greenshield, Inc. dba Camden Foods	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	879	Ozburn-Hessey Logistics LLC	Nashville	FIELD LEASE Nashville (Madison Facility Warehouse)
MISC CONTRACTS	878	Piggly Wiggly #16	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	846	Smith's Supermarkets, Inc. dba Smith's #1 & #3	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	844	SUBA, Inc. dba Mr. Market's Foods	Nashville	FIELD CONTRACTS Nashville
MISC CONTRACTS	1114	Nashville Electric Service	Nashville	PRIVATE OUTDOOR LIGHTING CONTRACT Nashville
MISC CONTRACTS	1142	Nashville Electric Service	Nashville	PRIVATE OUTDOOR LIGHTING CONTRACT Nashville
SERVICE AGREEMENT	683	ADT Security Services, Inc.	Lincoln	SERVICE AGREEMENT Lincoln (Location, 1601 Pioneer Blvd, Lincoln, NE)
SERVICE AGREEMENT	751	Ecolab Pest Elimination	Lincoln	SERVICE AGREEMENT Lincoln (Pest Elimination for 1601 Pioneer Blvd & 1200 West Commerce Way Locations)
SERVICE AGREEMENT	761	Johnson Global Services	Lincoln	SERVICE AGREEMENT Lincoln
SERVICE AGREEMENT	723	Midwest Refuse and Recycling	Lincoln	SERVICE AGREEMENT Lincoln (Refuse Removal)
SERVICE AGREEMENT	724	Midwest Refuse and Recycling	Lincoln	SERVICE AGREEMENT Lincoln (Trash Compactor)
SERVICE AGREEMENT	1027	Midwest Refuse Services Corp, Inc.	Lincoln	SERVICE AGREEMENT Lincoln (Non-Hazardous Waste)
SERVICE AGREEMENT	1023	Stanley's Complete Cleaning	Lincoln	SERVICE AGREEMENT Lincoln
SERVICE AGREEMENT	1024	Stanley's Complete Cleaning	Lincoln	SERVICE AGREEMENT Lincoln

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SERVICE AGREEMENT	711	Atamark Uniform Services	Memphis	SERVICE AGREEMENT Memphis GMD (Uniform Service)
SERVICE AGREEMENT	655	Browning Ferris Industries (BFI)	Memphis	SERVICE AGREEMENT Memphis GMD (Solid Waste Service)
SERVICE AGREEMENT	680	Eco Services Inc.	Memphis	SERVICE AGREEMENT Memphis
SERVICE AGREEMENT	1688	G&K Services	Memphis	SERVICES AGREEMENT Memphis GMD
SERVICE AGREEMENT	1140	Mid South Music & Sound	Memphis	Service Agreement Memphis GMD (Music Programming Service)
SERVICE AGREEMENT	716	Safety Klean Corp.	Memphis	SERVICE AGREEMENT Memphis GMD (Parts Cleaning Service)
SERVICE AGREEMENT	663	Waste Management of TN-Memphis	Memphis	SERVICE AGREEMENT Memphis
SERVICE AGREEMENT	664	Waste Management of TN-Memphis	Memphis	SERVICE AGREEMENT Memphis
SERVICE AGREEMENT	667	Waste Management of TN-Memphis	Memphis	SERVICE AGREEMENT Memphis
SERVICE AGREEMENT	1082	BFI Medical Waste Systems	Nashville	SERVICE AGREEMENT Nashville (Waste Disposal)
SERVICE AGREEMENT	649	Browning Ferris Industries (BFI)	Nashville	SERVICE AGREEMENT Nashville (Location N Gate Ind / Latter Light Tower)
SERVICE AGREEMENT	650	Browning Ferris Industries (BFI)	Nashville	SERVICE AGREEMENT Nashville (Location Cartwright Street, Goodlettsville, TN)
SERVICE AGREEMENT	651	Browning-Ferris Industries (BFI)	Nashville	SERVICE AGREEMENT Nashville (Location 500 S Cartwright, Goodlettsville, TN)
SERVICE AGREEMENT	652	Browning-Ferris Industries (BFI)	Nashville	SERVICE AGREEMENT Nashville
SERVICE AGREEMENT	654	Browning-Ferris Industries (BFI)	Nashville	SERVICE AGREEMENT Nashville (Location Industrial Park, Goodlettsville, TN)
SERVICE AGREEMENT	656	Browning-Ferris Industries (BFI)	Nashville	SERVICE AGREEMENT Nashville (Location 307 Space Park N, Goodlettsville, TN)
SERVICE AGREEMENT	772	McCloud Services	Nashville	SERVICE AGREEMENT Nashville (Pest Control, Sanitation Wood Services)
SERVICE AGREEMENT	1151	Nashville Gas Company	Nashville	SERVICE CONTRACT Nashville
TRANSPORTATION AGREEMENT	1085	JB Hunt	Memphis	TRANSPORTATION AGREEMENT Memphis (Dedicated Contract Carrier)
TRANSPORTATION AGREEMENT	1590	Penske Logistics	Memphis	TRANSPORTATION AGREEMENT Memphis (Dedicated Contract Carrier)
TRANSPORTATION AGREEMENT	1575	USF Logistics Services, Inc.	Nashville	TRANSPORTATION SERVICES AGREEMENT Nashville (Nashville, TN)
TRANSPORTATION AGREEMENT	1576	USF Logistics Services, Inc.	Nashville	TRANSPORTATION CONTRACT Nashville (Dedicated Contract Carrier)
ADVERTISING AGREEMENT	1193	ADVO Inc.	Miscellaneous Contracts Corporate	Advertising Contract
ADVERTISING AGREEMENT	1195	ADVO Inc.	Miscellaneous Contracts Corporate	Advertising Contract
ADVERTISING AGREEMENT	1186	CardioTech International LLC	Miscellaneous Contracts Corporate	ADVERTISING REVENUE SHARING AGREEMENT
ADVERTISING AGREEMENT	1647	Law & Associates Inc.	Miscellaneous Contracts Corporate	ADVERTISING SERVICES AGREEMENT
ADVERTISING AGREEMENT	1210	Advo, Inc.	Retail	ADVERTISING AGREEMENT
EQUIPMENT LEASE	1104	News America Marketing	Buffalo	LEASE AGREEMENT Buffalo
EQUIPMENT LEASE	829	Kyocera Mita America, Inc.	Garland	LEASE AGREEMENT Garland
EQUIPMENT LEASE	1670	Meyerscord Company	Garland	LEASE AGREEMENT Garland (CJO Stamp Machine)
EQUIPMENT LEASE	1733	Piney Bowes Credit Corporation (PBCC)	Garland	LEASE AGREEMENT Garland
EQUIPMENT LEASE	811	Technifax	Garland	LEASE AGREEMENT Garland
EQUIPMENT LEASE	1753	Commercial Trailer Leasing, Inc.	King of Prussia	LEASE AGREEMENT King of Prussia
EQUIPMENT LEASE	1690	Ryder Transportation Services	King of Prussia	LEASE AGREEMENT King of Prussia
EQUIPMENT LEASE	1677	Meyerscord Company	Lafayette	LEASE AGREEMENT Lafayette (Cigarette Stamping Equipment)
EQUIPMENT LEASE	1029	Petroleum Helicopters, Inc.	Lafayette	LEASE AGREEMENT Lafayette
EQUIPMENT LEASE	1602	Xerox Corporation	Lafayette	LEASE AGREEMENT Lafayette
EQUIPMENT LEASE	1608	GE Capital	North Carolina	EQUIPMENT LEASE North Carolina
EQUIPMENT LEASE	866	Holcom Vending Company	North East MD	LEASE AGREEMENT North East MD
EQUIPMENT LEASE	1605	ITS Mining Systems, Inc.	North East MD	LEASE AGREEMENT North East MD
EQUIPMENT LEASE	1607	Meyerscord Company	North East MD	LEASE AGREEMENT North East MD (Cigarette Tax Stamping Equipment)
PSA	4885	A.M.T. Supermarkets, Inc.	MIAMI	Facility Standby Agreement
PSA	4826	Anlix, Inc. dba Glencoe's Market	MIAMI	Facility Standby Agreement
PSA	2072	B&B Supermarket, Inc.	MIAMI	Facility Standby Agreement
PSA	2076	B&B Supermarkets, Inc.	MIAMI	Facility Standby Agreement

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FSA	4833	B&R Supermarkets, Inc.	MIAMI	Facility Standby Agreement
FSA	4925	B&R Supermarkets, Inc. dba Milam's Market #1	MIAMI	Facility Standby Agreement
FSA	4936	B&R Supermarkets, Inc. dba Milam's Supermarket IGA #4	MIAMI	Facility Standby Agreement
FSA	4881	Royce Inc.	MIAMI	Facility Standby Agreement
FSA	2061	U&Y Marketplace Inc. Jorge & Gerry's Inc.	MIAMI	Facility Standby Agreement
FSA	5041	Causesway Food Group Inc.	MIAMI	Facility Standby Agreement
FSA	4712	Del Pino Corporation dba Miami Supermarket	MIAMI	Facility Standby Agreement
FSA	4713	Del Pino Corporation dba Miami Supermarket	MIAMI	Facility Standby Agreement
FSA	4606	Food Star Supermarket	MIAMI	Facility Standby Agreement
FSA	4953	Goodings Supermarket, Inc.	MIAMI	Facility Standby Agreement
FSA	4730	Keys Shopper Inc.	MIAMI	Facility Standby Agreement
FSA	4652	Kwacha Trading Limited	MIAMI	Facility Standby Agreement
FSA	5128	Master Food Star Supermarket, Inc., Super Food Star Supermarkets, Inc.	MIAMI	Facility Standby Agreement
FSA	5048	Oak Wood Park Supermarket, Inc.	MIAMI	Facility Standby Agreement
FSA	2308	President's Supermarkets	MIAMI	Facility Standby Agreement
FSA	5267	Tropical Supermarkets No. 2 Inc. dba Tropical Supermarket #2 Inc.	MIAMI	Facility Standby Agreement
FSA	1007	Ultra Supermarket No. 3 Inc.	MIAMI	Facility Standby Agreement
MAINTENANCE AGREEMENT	1660	Refrigeration Systems Company	Kansas City	MAINTENANCE AGREEMENT Kansas City
MAINTENANCE AGREEMENT	1739	OLP Plumbing Systems	North Carolina	MAINTENANCE AGREEMENT North Carolina
MAINTENANCE AGREEMENT	1215	Related Services, Inc. d/b/a Jan King of Phoenix	Phoenix	MAINTENANCE AGREEMENT Phoenix
MAINTENANCE AGREEMENT	1746	Titan Power Inc.	Phoenix	MAINTENANCE AGREEMENT Phoenix
MAINTENANCE AGREEMENT	1213	Tri-City Mechanical, Inc.	Phoenix	MAINTENANCE AGREEMENT Phoenix
MISC CONTRACTS	1638	Return, Inc.	Pt. Wayne	RECLAMATION AGREEMENT Pt. Wayne
MISC CONTRACTS	469	AARIS	Garland	MILITARY DISTRIBUTOR AGREEMENT Garland
MISC CONTRACTS	669	ATI&T	Garland	FIELD CONTRACTS Garland
MISC CONTRACTS	679	Avaya Inc.	Garland	FIELD CONTRACTS Garland
MISC CONTRACTS	471	Defense Commissary Agency	Garland	MILITARY DISTRIBUTOR AGREEMENT Garland
MISC CONTRACTS	1990	Defense Commissary Agency	Garland	MILITARY DISTRIBUTOR AGREEMENT Garland
MISC CONTRACTS	7313	STANU GUARD	GAULAND	WATER COOLERS GARLAND
MISC CONTRACTS	1781	Southern LINK	Geneva	CUSTOMER AGREEMENT Geneva
MISC CONTRACTS	1636	Return, Inc.	Kansas City	RECLAMATION AGREEMENT Kansas City
MISC CONTRACTS	1641	Return, Inc.	La Crosse	RECLAMATION AGREEMENT La Crosse
MISC CONTRACTS	1640	Return, Inc.	La Crosse	RECLAMATION AGREEMENT La Crosse
MISC CONTRACTS	1639	Return, Inc.	Lincoln	RECLAMATION AGREEMENT Lincoln
MISC CONTRACTS	735	Cintas Corporation	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	776	GATX	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	763	Leaky Inc.	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	739	Leaky Global Services	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	766	Micro-Tel	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	765	Saxon Business Systems, Inc.	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	642	Southern Frozen Foods	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	771	Stangard Water	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	1099	Toshiba Business Solutions Florida	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	660	Wacholux Corp.	Miami	FIELD CONTRACTS Miami
MISC CONTRACTS	1637	Return, Inc.	Minneapolis	RECLAMATION AGREEMENT Minneapolis
MISC CONTRACTS	1170	Bergensons Property Services Inc.	Miscellaneous Contracts - Corporate	Janitorial Service
MISC CONTRACTS	1143	HPFS Warehouse, Inc.	North Carolina	FIELD CONTRACTS North Carolina
MISC CONTRACTS	831	Cape Fear Pallet Company	North Carolina	AGREEMENT North Carolina

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MISC CONTRACTS	1721	Nexel Corporation	North Carolina	SUBSILBER AGREEMENT North Carolina
MISC CONTRACTS	1722	Nexel Corporation	North Carolina	SUBSCRIBER AGREEMENT North Carolina
MISC CONTRACTS	773	Progress Energy	North Carolina	FIELD CONTRACTS North Carolina
MISC CONTRACTS	480	Burns Logistics	North East MD	DISTRIBUTION AGREEMENT North East MD
MISC CONTRACTS	837	ALS (American Laser Solutions)	Oklahoma City	TECHNICAL SERVICES AGREEMENT Oklahoma
MISC CONTRACTS	1650	AT&T Canada	Oklahoma City	MASTER SERVICES AGREEMENT Oklahoma
MISC CONTRACTS	849	Black Box Network Services	Oklahoma City	CADLING SERVICES AGREEMENT Oklahoma
MISC CONTRACTS	921	Gartner Group	Oklahoma City	MASTER CLIENT AGREEMENT Oklahoma
MISC CONTRACTS	1709	Information Management Resources	Oklahoma City	CONSULTING SERVICES AGREEMENT & SCHEDULE Oklahoma
MISC CONTRACTS	946	Integrated Solutions Group	Oklahoma City	IT CONTRACTS Oklahoma
MISC CONTRACTS	1111	Molteni Communications, Inc.	Oklahoma City	WIRELESS EMAIL SERVICES AGREEMENT Oklahoma
MISC CONTRACTS	1245	Sungard Recovery Services	Oklahoma City	IT CONTRACTS Oklahoma
MISC CONTRACTS	1246	Sungard Recovery Services	Oklahoma City	MASTER AGREEMENT Oklahoma
MISC CONTRACTS	1642	Return, Inc.	Superior	RECLAMATION AGREEMENT Superior
SERVICE AGREEMENT	710	Armark Uniform Services	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	769	Chenappa	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	723	Dallas Recycling	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	816	Emerson Network Power	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	671	Guardmark	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	814	Peak Technologies	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	813	ProPipe Maintenance	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	812	Quality High Tech Services	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	646	Refrigerated Transport Express	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	639	Standard Fruit & Vegetable	Garland	SERVICE AGREEMENT Garland
SERVICE AGREEMENT	721	Copesan Services	Kansas City	SERVICE AGREEMENT Kansas City
SERVICE AGREEMENT	729	Thomas Disposal Service, Inc.	Kansas City	SERVICE AGREEMENT Kansas City
SERVICE AGREEMENT	730	Thomas Disposal Service, Inc.	Kansas City	SERVICE AGREEMENT Kansas City
SERVICE AGREEMENT	731	Thomas Disposal Service, Inc.	Kansas City	SERVICE AGREEMENT Kansas City
SERVICE AGREEMENT	1055	Drivers Leasing, Inc.	King of Prussia	SERVICE AGREEMENT King of Prussia
SERVICE AGREEMENT	653	Browning-Ferris Industries (BFI)	Lafayette	SERVICE AGREEMENT Lafayette
SERVICE AGREEMENT	706	Crowley Liner Services, Inc.	Miami	SERVICE AGREEMENT Miami
SERVICE AGREEMENT	1092	Sea Star Line LLC	Miami	SERVICE AGREEMENT Miami
SERVICE AGREEMENT	678	Tropical Shipping & Constructions Co. Ltd.	Miami	SERVICE AGREEMENT Miami
SERVICE AGREEMENT	637	McGladrey Contract Business Services, LLC	Miscellaneous Contracts Corporate	SERVICE AGREEMENT
SERVICE AGREEMENT	736	Kallam Exterminators, Inc.	North Carolina	SERVICE AGREEMENT North Carolina
SERVICE AGREEMENT	755	Turning Leaves Lawn Service	North Carolina	SERVICE AGREEMENT North Carolina
SERVICE AGREEMENT	841	US Cellular	North Carolina	SERVICE AGREEMENT North Carolina
SERVICE AGREEMENT	862	US Cellular	North Carolina	SERVICE AGREEMENT North Carolina
SERVICE AGREEMENT	643	Xerox Corporation	North Carolina	SERVICE AGREEMENT North Carolina
SERVICE AGREEMENT	869	Armed Comm Services	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	641	Cowan Systems, J.L.L.	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	867	Harvey & Harvey Inc.	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	868	Harvey & Harvey Inc.	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	734	Iron Mountain Off-Site Data Protection, Inc.	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	864	Salada Landscaping	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	645	Staffworks, Inc.	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	861	Wynman	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	752	Bristol Plantation	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	743	Metrolcall	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	744	Metrolcall	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	745	Metrolcall	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	764	US Uniform Rental	North East MD	SERVICE AGREEMENT North East MD
SERVICE AGREEMENT	948	Integrated Solutions Group	Oklahoma City	SERVICE AGREEMENT Oklahoma
SERVICE AGREEMENT	1218	All City Vending, Inc.	Phoenix	SERVICE AGREEMENT Phoenix
SERVICE AGREEMENT	629	Arizona Public Service Company	Phoenix	SUPPLY AGREEMENT Phoenix
SERVICE AGREEMENT	768	Parbanks Scales	Phoenix	SERVICE AGREEMENT Phoenix
SERVICE AGREEMENT	1216	Ralph's Snack Bar	Phoenix	SERVICE AGREEMENT Phoenix

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SERVICE AGREEMENT	718	Safety-Kleen Corp	Phoenix	SERVICE AGREEMENT Phoenix
SERVICE AGREEMENT	661	The Wackerhut Corporation	Phoenix	SERVICE AGREEMENT Phoenix
SERVICE AGREEMENT	1211	Wells Fargo Alarm Services	Phoenix	SERVICE AGREEMENT Phoenix
SERVICE AGREEMENT	1281	All Computer Service	Superior	SERVICE AGREEMENT Superior
SOFTWARE LICENSE AGREEMENT	858	Almalgarnated Software of North America, Inc.	Oklahoma City	SOFTWARE LICENSE AGREEMENT Oklahoma
SOFTWARE LICENSE AGREEMENT	935	Avalon	Oklahoma City	SOFTWARE LICENSE AGREEMENT Oklahoma
SOFTWARE LICENSE AGREEMENT	1197	Records Center Com. Inc.	Oklahoma City	IT CONTRACTS Oklahoma
SOFTWARE LICENSE AGREEMENT	1262	Rocket Software Inc.	Oklahoma City	SOFTWARE LICENSE AGREEMENT Oklahoma
SOFTWARE LICENSE AGREEMENT	1219	SAS Institute Inc.	Oklahoma City	SOFTWARE LICENSE AGREEMENT Oklahoma
SOFTWARE LICENSE AGREEMENT	1267	Universal Weather & Avation, Inc.	Oklahoma City	SOFTWARE LICENSE AGREEMENT Oklahoma
SOFTWARE LICENSE AGREEMENT	1208	Vision Solutions Inc.	Oklahoma City	SOFTWARE LICENSE AGREEMENT Oklahoma
SUB-BROKER LISTING AGREEMENT	1209	Cambridge Commercial Realty & Progressive Realty Inc.	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1220	Century 21 Clark & Reed Inc.	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1207	Century 21 LeMac Realty	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1201	Coldwell Banker	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1205	De Koo Partners, Inc.	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1203	HSM Pacific	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1202	LaSalle Sonenberg Commercial Realty Co.	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1201	Pentz & Partners	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
SUB-BROKER LISTING AGREEMENT	1200	Rocchio Real Estate & Development, Inc.	Progressive Realty Inc. ("PRI")	SUB-BROKER LISTING AGREEMENT
TRANSPORTATION AGREEMENT	1609	Refrigerated Transport Express I, LLP	Garland	TRANSPORTATION AGREEMENT Garland
TRANSPORTATION AGREEMENT	1610	Refrigerated Transport Express I, LLP	Garland	TRANSPORTATION AGREEMENT Garland
TRANSPORTATION AGREEMENT	1573	USF Logistics Services, Inc.	Lubbock	TRANSPORTATION AGREEMENT Lubbock
TRANSPORTATION AGREEMENT	1574	USF Logistics Services, Inc.	Lubbock	TRANSPORTATION SERVICES AGREEMENT Lubbock
TRANSPORTATION AGREEMENT	1592	Worldwide Dedicated Services, Inc.	Miami	TRANSPORTATION AGREEMENT Miami
TRANSPORTATION AGREEMENT	1593	Worldwide Dedicated Services, Inc.	Miami	TRANSPORTATION AGREEMENT Miami
TRANSPORTATION AGREEMENT	1432	United Van Lines ILL	Miscellaneous Contracts Corporate	TRANSPORTATION SERVICES AGREEMENT (dated 12/19/01 and 4/28/05)
TRANSPORTATION AGREEMENT	1577	USF Logistics Services, Inc.	North Carolina	TRANSPORTATION CONTRACT North Carolina
TRANSPORTATION AGREEMENT	1578	USF Logistics Services, Inc.	North Carolina	TRANSPORTATION SERVICES AGREEMENT Warsaw
TRANSPORTATION AGREEMENT	1579	USF Logistics Services, Inc.	North Carolina	TRANSPORTATION AGREEMENT Warsaw
TRANSPORTATION AGREEMENT	1708	Provision Freight Inc.	Phoenix	TRANSPORTATION AGREEMENT Phoenix
TRANSPORTATION AGREEMENT	1589	Single Source Transportation Company	Phoenix	TRANSPORTATION AGREEMENT Phoenix
WAREHOUSE AGREEMENT	1584	Transervice Logistics, Inc.	Kansas City	WAREHOUSE AGREEMENT Kansas City
WAREHOUSE AGREEMENT	1598	Crosser Company	Marathon	WAREHOUSE AGREEMENT Marathon
WAREHOUSE AGREEMENT	1678	Atlantic Coast Distributors, Inc.	Miscellaneous Contracts Corporate	WAREHOUSING AGREEMENT (dated 8/27/01)
WAREHOUSE AGREEMENT	1599	Crossett Company	Miscellaneous Contracts Corporate	WAREHOUSE & HANDLING AGREEMENT (Produce)
WAREHOUSE AGREEMENT	1335	Michel Distribution Services, Inc.	Miscellaneous Contracts Corporate	WAREHOUSING AGREEMENT
WAREHOUSE AGREEMENT	1715	Sheetz, Inc.	Miscellaneous Contracts Corporate	WAREHOUSE AND DISTRIBUTION AGREEMENT
WAREHOUSE AGREEMENT	1437	Trinidad Logistics Company LP	Miscellaneous Contracts Corporate	Warehouse Agreement (dated 8/24/01)

EXHIBIT A

WAREHOUSE AGREEMENT	632	BP&S Warehouse Inc	North Carolina	FIELD CONTRACTS North Carolina
WAREHOUSE AGREEMENT	1706	CSX Transportation, Inc	North Carolina	WAREHOUSE LEASE North Carolina
WAREHOUSE AGREEMENT	1644	Mass Cold Storage Ltd	Phoenix	WAREHOUSING AGREEMENT Phoenix
REAL ESTATE	6456	Citizens Equity Federal Credit Union	La Crosse	Real Estate Sublease
REAL ESTATE	6728	J B Sullivan, Inc.	La Crosse	Real Estate Lease
REAL ESTATE	6729	J B Sullivan, Inc.	La Crosse	Real Estate Sublease
REAL ESTATE	6730	J B Sullivan, Inc.	La Crosse	Real Estate Sublease
REAL ESTATE	6788	L.W. Real Estate Holdings LLC	La Crosse	Real Estate Lease
REAL ESTATE	6978	Plaza 251 Shopping Center LP	La Crosse	Real Estate Lease
REAL ESTATE	7148	Suncoast Associates as successors in interest to	La Crosse	Real Estate Lease

SunGard
680 East Swedesford Road
Wayne, PA 19087

(484) 582-5528 Tel
(610) 687-3725 Fax

Maureen A. McGreevey
Corporate Counsel
maureen.mcgreevey@sungard.com

November 14, 2003

Bankruptcy Management Company
1330 East Franklin Avenue
El Segundo, CA 90245

VIA FEDERAL EXPRESS (888 909 0100)

RE Fleming Companies, Inc
Chapter 11
Case No 03-10945-MFW
Subscriber # 15005

Dear Sir or Madam

I enclose the original and one (1) copy of SunGard Recovery Services LP's
Second Amended Proof of Claim. Kindly file the original of record and
return a time stamped copy to my attention in the envelope provided.

Should you have any questions, please feel free to contact me. Thank you for
your assistance.

Very truly yours,


Maureen A. McGreevey

MAM/
Enclosures

CC Scotta E. McFarland, Esquire (w/encls)
(Via first class mail)

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

**In re Fleming Companies, Inc et al
Case No 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On August 3, 2005, document(s) were appended to Claim Number **14827** for the following reason(s)

- ☒ Settlement Agreement and Stipulation of Dismissal
- ☐ New Supporting Documents
- ☐ Change of Address
- ☐ Proof of Payment
- ☐ Other Docket Number ###

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement"), effective upon execution by all parties hereto, is made and entered into by and between PCT ("Plaintiff") and SunGard Availability Services LP, successor in interest to SunGard Recovery Services Inc ("Defendant") on ^{August}~~July~~ 1, 2005

JWS

RECITALS

WHEREAS, on April 1, 2003, Fleming Companies, Inc and its affiliated chapter 11 debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, commencing cases which are jointly administered under Case No 03-10945 (MFW), and

WHEREAS, on July 27, 2004, the Court entered an order confirming the Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the "Plan"), which Plan became effective on August 23, 2004, and

WHEREAS, PCT was created pursuant to the Plan to, among other things, prosecute, compromise and otherwise liquidate causes of action stated in the Complaint, and

WHEREAS, on March 3, 2005, Plaintiff filed a complaint (the "Complaint") against Defendant, in the United States Bankruptcy Court for the District of Delaware styled PCT v. Sungard Recovery Service, Inc., Adv Pro No 05-75297 seeking, among other things, to avoid and recover certain transfers to defendants, and

WHEREAS, during the Debtor's bankruptcy cases, Defendant timely filed a proof of claim asserting a general unsecured claim in the amount of \$537,500 for amounts alleged to be owing to Defendant prepetition and rejection damages (the "Proof of Claim"), and

WHEREAS, Defendant has asserted an administrative claim in the amount of \$129,000 (the "Administrative Claim"), and

WHEREAS, Plaintiff believes that it has valid claims against Defendant for the counts stated in the Complaint, and Defendant believes that it has valid defenses to Plaintiff's claims, and

WHEREAS, in view of the expense and difficulty in litigating the merits of Plaintiff's claims and Defendant's defenses, the parties have decided to resolve these matters globally, amicably and without further litigation

NOW THEREFORE in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

AGREEMENT

1 Plaintiff shall (i) within ten (10) days after the execution of this Settlement Agreement by all parties hereto pay \$129,000 00 in immediately available funds to Plaintiff in full and final satisfaction of Defendant's administrative claim and (ii) within forty-five (45) business days after the execution of this Settlement Agreement by all parties hereto make a distribution (as provided in the Plan) to Defendant on account of Defendant's general unsecured claim, which is hereby allowed in the amount of \$107,500 00 (together, the "Settlement Payments")

2 Effective upon its receipt of the Settlement Payments, Defendant releases, acquits and forever discharges Plaintiff from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable, which Defendant now has or hereafter may have against Plaintiff related to or arising from the causes of action stated in the Complaint, any response thereto, including the counterclaim, the Proof of Claim, and the Administrative Claim

3 Effective upon the execution of this Settlement Agreement by all of the parties (the "Execution Date"), Plaintiff releases, acquits and forever discharges Defendant and its employees attorneys, officers, directors and successors-in-interest (collectively, the "Defendant Releasees") from any and all claims, counterclaims, rights, demands, costs, damages losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable, which Plaintiff now has or hereafter may have against the Defendant Releasees related to or arising from any act taken or omission occurring prior to the Execution Date, whether or not relating to the causes of action stated in the Complaint, any response thereto, including the counterclaim the Proof of Claim and the Administrative Claim

4 Notwithstanding the foregoing, the parties do not release or waive the right to enforce any provision of this Settlement Agreement

5 This Settlement Agreement and the documents referred to herein constitute the entire agreement between the parties with regard to the subject matter hereof The Settlement Agreement may not be modified or amended except in writing signed by all signatories hereto or their successors in interest

6 Immediately after delivery of the Settlement Payments to the Defendant, Plaintiff shall cause a Stipulation of Dismissal, in the form attached hereto, to be executed on its behalf by its counsel and, after signing by Defendant's counsel, filed with the Bankruptcy Court

7 Plaintiff and Defendant use reasonable efforts to keep the terms of this Settlement Agreement confidential and shall not disclose in any form or manner the nature of the Settlement Payments except to the extent (a) the parties are required by law or court order to make such disclosure(s) and (b) such disclosure(s) are (i) necessary or appropriate to permit Defendant to sell or assign the general unsecured claim allowed pursuant to this Settlement Agreement (ii) in connection with any due diligence relating to any pending or subsequent merger or sale transactions involving Defendant and (iii) to Defendant's outside counsel or auditors in connection with any reporting requirements imposed by the Securities exchange Commissions or other regulatory authorities The parties shall indemnify each other for any damages incurred due to a breach of the provisions of this paragraph

8 This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted Each party is entering into this Settlement Agreement voluntarily, without duress, with the consultation and advice of its legal counsel (or upon a voluntary waiver of the right to such consultation and advice), and with full understanding of its terms

9 10 Any dispute, action or proceeding arising out of or relating to this Settlement Agreement shall be within the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware

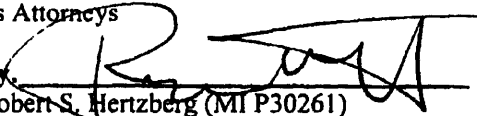
11 This Settlement Agreement may be executed in any number of counterparts and such counterparts may, at the option of the executing party, be delivered by telefacsimile, each of

which shall be deemed to be an original but all of which shall constitute one and the same document

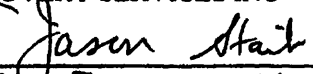
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have
caused the Settlement Agreement to be duly executed as set forth below

AGREED TO BY

PC I
By PEPPER HAMILTON LLP
Its Attorneys

By. 
Robert S. Hertzberg (MI P30261)
David Murphy (MI P22980)
100 Renaissance Center, 36th Floor
Detroit, MI 48243-1157
Telephone (313) 393-7317
Facsimile (313) 259-7926

SUNGARD AVAILABILITY SERVICES LP,
successor in interest to SUNGARD
RECOVERY SERVICES INC

By. 
Name Jason W. Staib, Esquire
Title Attorney - in - fact

Defendant

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

In re	Chapter 11
FLEMING COMPANIES, INC , <u>et al.</u> , ¹	Case No 03-10945 (MFW)
Debtors	(Jointly Administered)

PCI 2

Plaintiff,

v

Adv Pro No 05-75297

SUNGARD RECOVERY SERVICE,
INC

Defendant

STIPULATION OF DISMISSAL

IT IS HEREBY stipulated and agreed between the above-captioned Plaintiff, PCT, and the above-captioned Defendant, SunGard Availability Services LP, successor in interest to SunGard Recovery Service, Inc , by and through their respective counsel, that all of the claims in Plaintiff's Complaint in the above-captioned adversary proceeding are hereby dismissed with prejudice pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, made applicable by

¹ The former Debtors whose cases are still open are Core-Mark International, Inc , Fleming Companies Inc ASI Office Automation Inc C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent Inc General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company Inc and Minter Weisman Co

² PCI is a trust created pursuant to the Debtors' Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the "Plan"), and the Post-Confirmation Trust Agreement dated August 19 2004

Rule 7041 of the Federal Rules of Bankruptcy Procedure The parties each bear their own costs and fees and

IT IS HEREBY FURTHER stipulated and agreed between the above-captioned Plaintiff, PCT, and the above-captioned Defendant, by and through their respective counsel, that all of the counterclaims asserted in Defendant's Answer, Additional Defenses and Counterclaims (the "Counterclaims") in the above-captioned adversary proceeding are hereby dismissed without prejudice pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, made applicable by Rule 7041 of the Federal Rules of Bankruptcy Procedure The parties each bear their own costs and fees

Dated August 2005
Wilmington, Delaware

PEPPER HAMILTON LLP

/s/ Adam Hiller
David M Fournier (DE No 2812)
Wilmer C Bettinger (DE No 359)
Adam Hiller (DE No 4105)
PEPPER HAMILTON LLP
Hercules Plaza, Suite 5100
1313 N Market Street
P O Box 1709
Wilmington, DE 19899-1709
Telephone (302) 777-6500
Facsimile (302) 421-8390

Attorneys for the PCT

BLANK ROME LLP

Jason W Staib
Jason W Staib (DE No. 3770)
BLANK ROME LLP
1201 Market Street, Suite 800
Wilmington, DE 19801
Telephone (302) 425-6400
Facsimile (302) 425-6464

Attorneys for SunGard Availability Services
LP, successor in interest to SunGard
Recovery Service, Inc

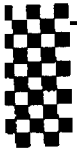
**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

**In re Fleming Companies, Inc et al
Case No 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On August 18, 2005, document(s) were appended to Claim Number **14827** for the following reason(s)

- ☐ Stipulation and Settlement Agreement dated #####
- ☐ New Supporting Documents
- ☐ Letter and attachments dated #####
- ☒ Proof of Payment
- ☐ Other Docket Number ###



-17-2005 08 57 FROM FLEMING CMG 94052869829

TO 912146477503

P:1/1

POC #14827

Shannon

214 647 7503

Fleming Companies, Inc - Estate

34527

Account Payables - CAP				129,000 00
8/5/05	34527	SUNGARD RECOVERY SERVICES LP		\$129,000.00

Fleming Companies, Inc - Estate

Phone 405 841 5789
5701 North Shartel
Oklahoma City OK 73118

JPMorgan Chase Bank
New York Controlled Disbursements

34527

12
210

34527	Aug 5, 2005	*****\$129,000 00
-------	-------------	-------------------

One Hundred Twenty-Nine Thousand and 00/100 Dollars

Memo

SUNGARD RECOVERY SERVICES LP

Copies of Checks

** VOID * VOID * VOID **

**** NOT NEGOTIABLE ****

Authorized Signature

AT
THE
ORDER
OF