

EXHIBIT B

PURCHASE AGREEMENT

This purchase agreement (this "Agreement") is made this 14th day of April, 2003 by and between Richmar Foods, Inc. ("Seller"), a California corporation and a wholly owned subsidiary of Fleming Companies, Inc., an Oklahoma corporation (together with the seller, the "Debtors") and Safeway ("Buyer").

WHEREAS, the debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy code

WHEREAS, Seller operates one or more retail pharmacy stores located at the addresses set forth on Exhibit A to this Agreement (the "Seller Stores"); on April 1, 2003 in the United States Bankruptcy court for the District of Delaware (the "Bankruptcy Court")

WHEREAS, Seller sells legend drugs and has prescription files and related documentation and information with respect to fulfilling prescriptions; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the legend drug inventory, prescription files, and related documents and information of each Seller Store on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer agree as follows:

Article I
Assets

- 1.1. **Assets Purchased.** Seller shall sell to Buyer and Buyer shall purchase from Seller the following assets (which shall be collectively referred to herein as the "Assets"): (a) subject to Section 1.2 below, the legend drugs inventory of the Seller Stores (the "Drug Inventory"); (b) all of the prescription files, patient profiles, and all other related records (the "Prescription Files") located at each Seller Store that relate to prescriptions Seller has filled at, or out of, such Seller Stores; (c) all electronic prescription and patient records contained within the pharmacy computer system (the "Computer"), in a form reasonably acceptable to Buyer; and (d) any and all additional information, data, documentation, and/or licenses reasonably necessary to complete the transaction contemplated by this Agreement ("Other Assets").
- 1.2. **Excluded Assets.** Buyer is not purchasing: (a) any legend drugs that are: (i) consignment goods, (ii) private label, (iii) determined by Buyer, in its reasonable discretion and based on industry standards, not to be in good, clean and sellable condition, (iv) outdated or will be outdated, based on the manufacturer's code, within ninety (90) days after the Inventory Date (defined below); or (b) any accounts receivable generated by Seller at any of the Seller Stores prior to the closing of the transactions contemplated by this Agreement (the "Closing") or any change fund at any of the Seller Stores prior to the Closing.

Article II
Payment

- 2.1 **Purchase Price.** The purchase price (the "Purchase Price") for the Assets shall be an amount in cash equal to: (a) the Drug Inventory, which shall not exceed the amounts set forth on Exhibit A, plus (b) \$201,000 for the Prescription Files, and Other Assets, based on the value of such assets at each Seller Store as set forth below.

Rainbow Store #	Pharmacy File Purchase Price
8953	\$201,000

Article III
Pre-Closing Matters

3.1. **Conditions to Sale:** The obligation of Buyer to deliver the Purchase Price is conditioned on, and subject to, the following:

- (a) A physical inventory of the Drug Inventory shall be taken prior to the Closing by an independent third-party to be agreed upon by the parties. It is anticipated that the physical inventory shall be taken at each of the Seller Stores on the "Inventory Date" (date to be determined). The manner in which the physical inventory of the Drug Inventory shall be taken is set forth on Exhibit B to this Agreement. Buyer shall pay for the costs of taking the physical inventory.
- (b) Except as otherwise permitted by this Agreement or consented to in writing by Buyer, Seller shall continue the operation of the Seller Stores in the ordinary course and consistent with past practices and maintain the assets, properties and rights of the Seller Stores (including, without limitation, the Assets) in at least as good order and condition as exists on the date hereof.
- (c) Buyer shall have no obligation to deliver the Purchase Price in the event that any of Seller's representations and warranties contained in Article IV, below, are not true and correct in all material respects at the Closing, except where the failure to be true and correct has not had a material adverse effect on the ownership, value or administration of the Assets taken as a whole.
- (d) From the date of this Agreement until the Closing Date:
 - (1) Seller shall not, without the prior consent of Buyer, enter into any contract, purchase order or other commitment directly or indirectly affecting the Assets, except contracts, purchase orders and commitments entered into the ordinary course of business consistent with past practices; and
 - (2) Seller shall give prompt written notice (but not later than five (5) days after the occurrence thereof) to Buyer of any (i) material adverse change in the business, assets, financial condition or results of operation of the Seller Stores; and (ii) change that would render any representation or warranty made by Seller hereunder untrue or incorrect, in any material respect, as of the date of such change.

3.2

Seller shall use its reasonable best efforts to obtain all permissions and approvals reasonably necessary in order to complete this transaction prior to Closing. Buyer shall have no obligation to complete this transaction or advance any sums agreed to herein unless and until Seller provides documentation or other proof reasonably satisfactory to Buyer that the transaction contemplated in this Agreement has been approved by the Bankruptcy Court.

Article IV
Representations and Warranties

- 4.1. Seller expressly agrees and acknowledges that Buyer shall not be liable for any debts, liabilities or obligations of Seller. Other than the Debtors' chapter 11 cases, there is no litigation or proceeding which could adversely affect or impair Seller's title to, the Assets or ability to convey the Assets to, Buyer. At all times prior to execution of this Agreement and up to the Closing Date, the Assets have been, and will be, maintained in compliance, in all material respects, with all applicable laws and regulations. Subject to the entry by the Bankruptcy Court of the Sale Order, the execution and delivery of this Agreement by Seller and consummation of the transactions contemplated herein will not result in the breach of, or acceleration of, any other agreement or obligation of Seller, or violate any law, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body.
- 4.2. Seller represents that neither this Agreement nor any rights or obligations undertaken hereunder or any Assets transferred hereunder violates any written or verbal privacy policy of Seller nor any express agreement between Seller and any customer. No person has on Buyer's behalf made any statement to Seller indicating that Seller should or must not prior to the Closing Date communicate the fact that it will transfer the Prescription Files pursuant to this Agreement. Seller will use its own discretion in determining what non-financial information to give its customers concerning this transaction.

Article V
Closing

- 5.1 The Closing shall take place one business day after all of the closing conditions set forth in this Agreement have been satisfied or waived but in no event shall the Closing occur later than April 24, 2003 (the "Closing Date") at each Seller Store, unless such date is extended by the mutual written agreement of the parties.
- 5.2 **Seller's Closing Deliveries.** On or before the Closing Date, Seller shall deliver the following to Buyer: (a) the Drug Inventory, (b) the Prescription Files, (c) the Computer data in an electronic format, and (d) an executed **Bill of Sale** for the Assets in the form of **Exhibit C** to this Agreement.
- 5.3 **Buyer's Closing Deliveries.** On the Closing Date, Buyer shall deliver the following to Seller: (a) the Purchase Price and (b) an executed **Bill of Sale** for the Assets in the form of **Exhibit C** to this Agreement.
- 5.4 **Buyer's Post-Closing Rights.** Commencing on the Closing Date and continuing for a period of six (6) months after the Closing:
 - (a) Buyer shall have the right to make public notification, in its sole discretion, that the Assets have been transferred to Buyer.
 - (b) At Buyer's request, Seller shall post prominent signs in the window of each of the Seller Stores notifying the public that the Prescription Files have been transferred to Buyer. At Buyer's expense, Seller shall have all telephone lines to the Seller Store's pharmacy location transferred

to Buyer, to the extent transferable.

Article VI
Miscellaneous Provisions

- 6.1 The risk of loss or damage to the Assets remains with Seller until Buyer has taken physical possession. This Agreement is made, delivered in, and shall be governed according to those the laws of the State of Texas.
- 6.2 This Agreement contains the entire agreement between Seller and Buyer with respect to the purchase of the Assets and may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized officers of Seller and Buyer. This Agreement constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersedes and replaces all correspondence, understandings and communications between the parties hereto with respect to the transactions contemplated by this Agreement. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.
- 6.3 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party hereto and delivered to the other party hereto.
- 6.4 Except as otherwise specifically set forth in this Agreement, Seller and buyer will each be responsible for the payment of their own respective costs and expenses incurred in connection with the negotiations leading up to and the performance of their respective obligations pursuant to this Agreement.

Buyer and Seller do hereby execute this Agreement as of the date first noted above.

BUYER:
Safeway

SELLER:
Richmar Foods, Inc., a wholly owned subsidiary
of Fleming Companies, Inc.

By: Steven R. Frushy
Title: President, Randalls Division/
Safeway

By: [Signature]
Title: President, Eastern
Region Fleming Retail

EXHIBIT A

Seller Store Locations and Maximum Drug Inventory Prices

<u>Seller Store Location</u>	<u>Maximum Purchase Price For Drug Inventory At Each Seller Store Location</u>
1. Rainbow Pharmacy #8953 8800 Lakeview Pkwy Rowlett, TX	\$206,538

EXHIBIT B

Inventory Instructions

1. Inventory shall be valued based on Seller's invoice cost, which shall be marked with the sticker from Seller's supplier on each package. If a package is unmarked, the product will be valued at a discount off of the currently published Average Wholesale Price ("AWP"), which shall come from a source mutually agreed to by Buyer and Seller. The discount shall be as set forth below:

<u>Product Type</u>	<u>Discount From AWP</u>
Brand Name Pharmaceuticals	20%
Generic Pharmaceuticals	75%

2. At least one (1) qualified representative of both Buyer and Seller, but not more than six (6), must be present throughout the physical inventory process. The physical inventory of the Drug Inventory at each Seller Store will be taken pursuant to Section 3.1(a) of the Agreement in sections not to exceed four (4) feet in length. Tags will be placed in every four (4) foot section. All Drug Inventory will be valued at the specific unit cost indicated on the container (100's - 1,000's). Open containers will be valued at fifty percent (50%) of the specific unit cost indicated on the container.
3. Upon completion of the physical inventory, the inventory company will prepare a preliminary recapitulation of the Drug Inventory for each Seller Store showing extended totals for each category of the Drug Inventory. The inventory company will produce a final recapitulation for Buyer's reference prior to Closing.
4. It will be Seller's responsibility to ensure that all Drug Inventory is properly marked prior to the beginning of the physical inventory. No pre-counting of Drug Inventory will be permitted.
5. Outdated Drug Inventory will be pulled from the shelf and accumulated in one place for disposition.
6. Controlled substance inventories will be handled in a manner consistent with state and federal law.

EXHIBIT C

Bill of Sale

KNOW ALL MEN BY THESE PRESENT THAT, Richmar Foods, Inc., a California corporation ("Seller"), for and in consideration as described in a certain purchase agreement dated April 14, 2003 (the "Agreement"), by and between Seller and Safeway ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and deliver unto Buyer, its successors and assignees, forever, the Assets (as defined in the Agreement), to have and to hold same, and each and all thereof unto Buyer, its successors and assignees, forever; and

Seller does hereby warrant to Buyer, its successors and assignees, that Seller is the true and lawful owner of all of said property, free and clear of all liens and encumbrances.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed this ____ day of _____, 2003.

Richmar Foods, Inc.

By: _____
Title: _____
Date: _____

Acknowledged by:

Safeway

By: _____
Title: _____
Date: _____