

July 1, 2001

Big 8 Foods, Ltd.
1480 A George Dieter
El Paso, Texas 79936
Attn: Mr. Richard Powell

Re: Promissory Note in the Principal Amount of
\$2,738,000, payable to Fleming Companies,
Inc.

Gentlemen:

This letter will serve to amend the terms of the Promissory Note in the original principal amount of Two Million Seven Hundred Thirty-Eight Thousand and no/100 Dollars (\$2,738,000.00), dated July 1, 2001, from Big 8 Foods, Ltd., a Texas limited partnership ("Borrower") to Fleming Companies, Inc. ("Fleming"), a copy of which is attached hereto as Exhibit "A" (hereinafter referred to as the "Note").

Notwithstanding the scheduled payment terms of the Note, if Borrower, through its Stores (as defined in the Agreement), purchases food, grocery and related products (collectively "Merchandise") from Fleming pursuant to the Facility Standby Agreement between Borrower and Fleming effective July 1, 2001 (the "Agreement"), meets the Estimated Purchase Level (as defined in the Agreement) annually during the scheduled payment term of the Note, then the indebtedness evidenced by the Note shall be forgiven on an annual basis in the amount of one-fifth (1/5) of the original outstanding principal amount plus any accrued unpaid interest. Provided, however, notwithstanding the foregoing, Borrower hereby understands and agrees that the then outstanding principal plus accrued interest due under the Note remains payable in accordance with its terms, if at any time during the term of the Note, Borrower fails to meet the Estimated Purchase Level required by the Agreement or fails to comply with the payment and performance requirements stated herein and in the Agreement.

The foregoing forgiveness of the Note indebtedness is further subject to the timely payment of all indebtedness and performance of all obligations owed to Fleming or any of its affiliates by Borrower, including without limitation payment of all trade account indebtedness owed to Fleming in accordance with payment terms set forth in Fleming's billing statements.


Notwithstanding anything contained herein to the contrary, if Borrower, (i) at the end of the scheduled payment term of the Note, has not met or exceeded the aforementioned Estimated Purchase Level requirement for each year while the Note is outstanding, or (ii) at any time during the scheduled payment term of the Note no longer uses Fleming as its primary supplier of Merchandise (even though Borrower has achieved the required Estimated Purchase Level requirement up to the time of changing suppliers) then Borrower shall pay to Fleming, the then outstanding principal amount, plus accrued interest of the Note.

The Note is not amended, changed or affected in any way except as stated herein.

If the foregoing agreement is acceptable to you and confirms our understanding, please indicate your acceptance and agreement by signing and dating this letter and the enclosed copy in the space provided and returning the executed copy to the undersigned.


Very truly yours,

FLEMING COMPANIES, INC.

By 
Name: William C. Meo
Title: Vice President, Shared Services-Real Estate

The amendment of the Note as set forth above is accepted and agreed to this 1st day of July, 2001.

BIG 8 FOODS, LTD.

By: Big 8 Supermarkets, L.C., General Partner
By 
Name: Richard Powell
Title: MANAGER