

EXHIBIT A

FACILITY STANDBY AGREEMENT

THIS FACILITY STAND BY AGREEMENT (the "Agreement") is made as of the 12 day of October, 1998 (the "Effective Date"), by FLEMING COMPANIES, INC., an Oklahoma corporation ("Fleming"), and NO FRILLS SUPERMARKETS, INC., an Iowa corporation ("Retailer"), with reference to the following circumstances:

(i) Fleming is a full-line wholesale supplier of food, grocery, and related products through its product supply center at Lincoln, Nebraska and other locations; and

(ii) Retailer is a retailer of food, grocery, and related products and operates the retail grocery stores described on Exhibit "B" attached hereto (the "Stores"); and

(iii) Retailer presently subleases from one of the Stores located at 3548 Q Street, Omaha, Nebraska (the "Sublease"); and

(iv) Retailer has requested that Fleming be prepared to supply to Retailer a certain amount of food, grocery, and related products, and to be able to do so Fleming will have to commit certain resources, including capital, employees, inventory, equipment, and facilities.

(v) Retailer acknowledges that but for Retailer's covenants and agreements in this Agreement, Fleming would not have agreed to commit its resources for the benefit of Retailer, entered into this Agreement or entered into the Sublease.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants stated below, the parties agree as follows:

1. Fleming's Commitment to Supply. Throughout the term of this Agreement, Fleming will maintain capital, employees, inventory, equipment, and facilities sufficient to supply Products to Retailer in quantities sufficient to allow Retailer to purchase the Estimated Purchase Level described in Section 3 of this Agreement.

2. Price and Other Terms of Sale. Except as hereinafter provided, the Products sold to Retailer pursuant to this Agreement shall be priced, and other terms of sale shall be established, generally in accordance with the Flex Pro/Flex Star Marketing Plan, Bakery/Deli Sell Plan, Cigarettes/Tobacco Sell Plan, Fresh and Processed Meat Sell Plan, Produce Sell Plan, and All Other Products Sell Plan, each dated June 8, 1998, which Retailer has reviewed and which are attached hereto as Exhibit A, as amended from time to time by Fleming in its discretion upon 30 days notice (the "Selling Plan"). Although Fleming has the ability to amend the Selling Plan in any respect, any amendments will be applicable to all customers of Fleming who are situated similarly to Retailer in Retailer's trade area and who are purchasing Products pursuant to the Selling Plan. As to any

Products which are not covered by the Selling Plan, the price of such Products shall be Fleming's quoted selling price in effect for such Products from time to time.

3. Facility Stand By Fee.

(a) Amount. By entering into this Agreement, Fleming has committed to devote such capital, employees, inventory, equipment, and facilities as are required to supply Retailer with the quantity of Products necessary for Retailer to purchase the Estimated Purchase Level described in Section 3(b) for the term of this Agreement. Fleming is willing to so commit such resources because of the return it will realize from sale of Products in the quantities necessary for Retailer to purchase the Estimated Purchase Level during the term of this Agreement. If Retailer does not purchase Products in such quantities, Retailer agrees to pay Fleming a Facility Stand By Fee. The amount of the Facility Stand By Fee shall be equal to two percent (2%) of the amount by which Retailer's purchases during each 12-month period during the term of this Agreement are less than the Estimated Purchase Level. For example, if the Estimated Purchase Level is \$20,000,000 per year and at the first anniversary of this Agreement Retailer has purchased \$15,000,000 of Products, Retailer will owe a Facility Stand By Fee of \$100,000.00. Retailer shall pay the Facility Stand By Fee within thirty (30) days after the close of the twelve (12) month period for which such fee is owed. Upon Fleming's receipt of the Facility Standby Fee, as set forth above, Retailer shall not be considered in default of its obligations under this Paragraph 3 for the applicable 12-month period.

(b) Estimated Purchase Level. Retailer has estimated that its purchases of Products for delivery to the Stores during each 12-month period during the term of this Agreement will be not less than \$6,400,000.00 (the "Estimated Purchase Level"). Fleming will commit its resources, including capital, employees, inventory, equipment, and facilities, in order to be prepared to supply the Estimated Purchase Level of Products to Retailer.

(c) No Other Retailer Obligations. Except as otherwise provided in Section 12 of this Agreement, Retailer shall have no obligation to purchase any specific quantity or type of Products from Fleming.

4. Term. Unless terminated sooner in accordance with this Agreement, the term of this Agreement will commence on the date hereof and will extend until the termination or expiration of the Sublease.

5. Default.

(a) Default by Retailer. If Retailer fails to perform in any material respect any of its obligations under this Agreement, then Retailer shall be in default and Fleming shall have all rights and remedies available under law, including, without limitation,

the right to immediately stop shipment of Products, the right to immediately terminate this Agreement by written notice, and the right of specific enforcement of the obligations of Retailer. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Retailer shall have five (5) days from receipt of the notice of termination from Fleming within which to cure the monetary default. Fleming shall not be obligated to ship any Products to Retailer during such five days. Fleming's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Fleming. In no event whatsoever shall Retailer be liable to Fleming for, and Fleming waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), or statutorily prescribed damages.

(b) Default by Fleming. If Fleming fails to perform in any material respect any of its obligations under this Agreement, then Fleming shall be in default and Retailer shall have the right to immediately terminate this Agreement by written notice and pursue all remedies available under this Agreement or law by reason of such default, including, without limitation, specific enforcement of the obligations of Fleming. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Fleming shall have five (5) days from receipt of the notice of termination from Retailer within which to cure the monetary default. Retailer's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Retailer. In no event whatsoever shall Fleming be liable to Retailer for, and Retailer waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), or statutorily prescribed damages.

6. Disputes: Arbitration. All disputes between Fleming and Retailer relating to this Agreement will be resolved by arbitration as provided in this Agreement. This agreement to arbitrate shall survive the rescission or termination of this Agreement. All arbitration shall be conducted in Oklahoma City, Oklahoma, pursuant to the Commercial Arbitration Rules of the American Arbitration Association except as may be otherwise provided in this Agreement. The panel used will be selected from, if available, the "Food Industry Panel" employed by the American Arbitration Association, and the decision of the arbitrators will be final and binding on all parties. All arbitration will be undertaken pursuant to the Federal Arbitration Act, and the decision of the arbitrators will be enforceable in any court of competent jurisdiction.

In any dispute where a party seeks \$50,000 or more in damages, three arbitrators will be employed. All costs attendant to the arbitration, excluding attorney's and expert's fees, will be borne equally by the parties. Each party will bear its own attorney's and expert's fees. The arbitrators will not award punitive, consequential, or indirect damages. Each party has waived such damages and any monetary damages shall be limited to direct damages as aforesaid. However, the arbitrators may award the equitable

relief of specific performance to either party, if applicable and if requested. In resolving all disputes between the parties, the arbitrators will apply the law of the State of Oklahoma, except as may be modified by this Agreement. The arbitrators are by this Agreement directed to conduct the arbitration hearing no later than three months from the service of the statement of claim and demand for arbitration unless good cause is shown establishing that the hearing cannot fairly and practically be so convened.

Except as needed for presentation in lieu of a live appearance, depositions will not be taken (unless both parties shall agree). Parties will be entitled to conduct document discovery by requesting production of documents. Responses or objections will be served twenty days after receipt of a request. The arbitrators will resolve any discovery disputes by such prehearing conferences as may be needed. The arbitrators and any counsel of record to the proceeding will have the power of subpoena process as provided by law.

The relationship created by this Agreement could give rise to the need by one or both of the parties for emergency judicial relief. Either party shall be entitled to pursue remedies for emergency or preliminary injunctive relief in any court of competent jurisdiction, but immediately following the issuance of any such emergency or injunctive relief the party obtaining such relief will consent to the stay of such judicial proceedings on the merits of both this Agreement and the related transactions pending arbitration of all underlying claims between the parties.

7. Amendment or Waiver. This Agreement may not be amended, nor any of its terms waived, unless such amendment or waiver is in writing and signed by the parties hereto.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

9. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument and each of which will be considered an original for all purposes.

10. Time is of the Essence. Time is of the essence of this Agreement.

11. Notices. Whenever any notice is required to be given under this Agreement, then such notice shall be written and shall be given or sent, and the other party shall be deemed to have received it, if delivered personally or by national overnight courier, on the date such notice is delivered personally or by the national overnight courier, or if mailed, on the date of receipt, if sent by first-class certified mail, postage prepaid, return receipt requested, and addressed as follows:

(a) Notices to Fleming:

Fleming Companies, Inc.
5150 Kansas Avenue
Kansas City, Kansas 66106
Attn: Operating Group President

With copies to:

Fleming Companies, Inc.
6301 Waterford Boulevard
Oklahoma City, Oklahoma 73118
Attn: Assistant General Counsel

(b) Notices to Retailer:

No Frills Supermarket
1867 North 81st Street
Omaha, Nebraska 68114
Attn: Steve Moskovits

or to such other address as may be designated on ten days prior notice in writing by such party. All such notices and communications shall be in writing and signed by the party giving such notice.

12. Purchase of Store Supplies and Control Label Products. Upon the termination of this Agreement, Retailer will purchase from Fleming (i) all store supplies that Fleming has purchased or obtained as supplies for Retailer in reasonable quantities, and (ii) private label or label designated products, each group of which, because of any special design, label, logo, quantity, or other feature cannot be sold promptly by Fleming to other retailers being served by the product supply center servicing Retailer under this Agreement at the same price being paid for such supplies and control label products by Retailer. Retailer will pay to Fleming the then current price for such supplies and control label products being charged by Fleming to Retailer. Such amount will be paid and such supplies and products will be delivered by Fleming to Retailer within ten (10) days after termination of this Agreement.

13. Miscellaneous.

(a) Authorization. Retailer or Fleming will execute and deliver any and all documents that may reasonably be requested by the other in order to properly

document this Agreement, including, but not limited to, certified resolutions of the owners of Equity Interests in Retailer authorizing the undersigned to enter into this Agreement.

(b) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Except as expressly provided herein, neither this Agreement nor the rights and obligations of Retailer hereunder shall be assignable by Retailer, and any purported assignment in contravention hereof shall be void without the consent of Fleming. However, if Fleming should consent to an assignment or if without Fleming's consent the rights and obligations of Retailer are transferred by operation of law or otherwise, Retailer shall require that such rights and obligations be assumed by the transferee.

(c) Exhibits. Any Exhibit attached to this Agreement is made a part hereof and is fully incorporated herein by reference.

(d) Entire Agreement. This Agreement is the final expression of the agreement of the parties regarding the purchase of Products by Retailer from Fleming and supersedes any prior or contemporaneous agreement between the parties pertaining to the matters covered by this Agreement. There are no representations, promises, warranties, understandings, or agreements, express or implied, oral or otherwise, except those expressly referred to or set forth in this Agreement. Retailer acknowledges that the execution and delivery of this Agreement is its free and voluntary act and deed and that Retailer's execution and delivery have not been induced by or done in reliance upon any representations, promises, warranties, understandings, or agreements made by Fleming or its agents, officers, employees, or representatives that are not expressly stated in this Agreement. No promise, representation, warranty, or agreement made subsequent to the execution and delivery of this Agreement by either party, and no revocation, partial or otherwise, or change, amendment, addition, alteration, waiver or modification of this Agreement or any of the terms hereof will be enforceable, unless it is in writing and signed by Fleming and Retailer.

(e) Headings. Headings or captions of the sections in this Agreement are for convenience of reference only and in no way define or limit or describe the intent of this Agreement or any provision hereof.

(f) Inconsistency with Selling Plan. If any of the provisions of this Agreement are inconsistent with the provisions of the Selling Plan, the provisions of this Agreement will govern.

(g) No Effect. The length of the term of this Agreement may not correspond with the terms of other agreements between Fleming and Retailer, and nothing shall be implied therefrom. Furthermore, this Agreement shall have no relevance or effect

in determining whether or not a loan, mortgage, sublease, license, franchise, or other agreement, if any, between Fleming and Retailer will be extended or renewed.

(h) Limitation of Actions. An action for breach of this Agreement must be commenced within two (2) years after the cause of action has accrued by sending the other party a statement of claim and demand for arbitration.

(i) Force Majeure. Fleming shall not be deemed in default of this Agreement if Fleming's non-performance is the result of a condition beyond Fleming's control," including, but not limited to, labor strikes, government rationing or other regulations, flood, fuel shortages, earthquake, acts of God, drought, and other weather conditions. Retailer shall not be deemed in default of this Agreement if Retailer's non-performance is the result of a condition beyond Retailer's control," including, but not limited to, labor strikes, government rationing or other regulations, flood, fuel shortages, earthquake, acts of God, drought, and other weather conditions.

(j) State and Local Taxes. Retailer represents and warrants that all Products purchased from Fleming that are tangible personal property shall be purchased for resale in the ordinary course of Retailer's business, and that Retailer shall comply with pertinent state and local laws regarding the collection and payment of sales, use, and other taxes applicable to all such resale transactions and furnish evidence thereof to Fleming. If any such tangible personal property is put to a taxable use by Retailer or is purchased by Retailer other than for resale, Retailer shall make timely return and payment to the proper taxing authority of all sales, use, and like taxes applicable thereto, and shall indemnify Fleming against such taxes and all penalties and interest related thereto unless otherwise agreed to, in writing, between the parties hereto.

14. Definitions. Capitalized terms used in this Agreement shall have the following meanings.

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, Controls Retailer (a "Controlling Person") or any Person that is Controlled by or is under common Control with a Controlling Person.

"Effective Date" shall have the meaning stated in the first paragraph of this Agreement.

"Estimated Purchase Level" shall have the meaning described in Section 3(b) of this Agreement.

"Facility Stand By Fee" shall have the meaning described in Section 3(a) of this Agreement.

"Fleming" shall have the meaning stated in the first paragraph of this Agreement.

"Initial Term" shall have the meaning stated in Section 4 of this Agreement.

"Period" means any of the 13 four-week periods into which Fleming divides each calendar year for Fleming's internal accounting purposes.

"Person" means any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department agency or political subdivision thereof).

"Products" means food, grocery, meat, perishables, and other related products, supplies, and merchandise described in the Selling Plan that Fleming offers for sale to its other retail customers.

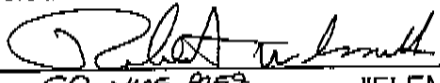
"Retailer" means the person identified in the first paragraph of this Agreement and any successors thereof.

"Selling Plan" shall have the meaning described in Section 2 of this Agreement.

"Sublease" shall have the meaning described in the recitals of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

FLEMING COMPANIES, INC., an Oklahoma corporation

By  _____
SR VICE PRES "FLEMING"

NO-FRILLS SUPERMARKETS, INC., an Iowa corporation

By  _____
"RETAILER"

EXHIBIT B

CREDIT WAS NEVER ISSUED TO THE STORE FOR TOTE RETURNS BY LINCOLN DIVISION.

65758 NO FRILLS SUPERMARKET				
				1 of 2
STMT DATE	BILLING DATE	INVOICE NUMBER	AMOUNT	NUMBER TOTES
05/30/02	05/26/02	449905	217.50	29
05/23/02	05/20/02	449379	337.50	45
05/18/02	05/12/02	448823	315.00	42
05/09/02	05/06/02	448389	247.50	33
05/02/02	04/28/02	447792	292.50	39
04/25/02	04/22/02	447182	270.00	36
04/18/02	04/14/02	446704	285.00	38
04/11/02	04/08/02	446299	315.00	42
04/04/02	03/31/02	445800	285.00	38
03/28/02	03/25/02	445345	307.50	41
03/21/02	03/18/02	444855	225.00	30
03/14/02	03/10/02	444162	345.00	46
03/07/02	03/03/02	443584	270.00	36
02/28/02	02/26/02	443182	367.50	49
02/21/02	02/17/02	442586	285.00	38
02/14/02	02/10/02	442132	360.00	48
02/07/02	02/03/02	441612	337.50	45
01/31/02	01/28/02	441127	345.00	46
01/24/02	01/20/02	440456	105.00	14
01/17/02	01/13/02	439939	330.00	44
01/10/02	01/07/02	439310	315.00	42
01/03/02	12/31/01	438033	232.50	31
12/27/01	12/23/01	438531	217.50	29
12/20/01	12/16/01	437755	292.50	39
12/13/01	12/10/01	437279	225.00	30
12/06/01	12/03/01	436791	330.00	44
11/29/01	11/25/01	436311	300.00	40
11/22/01	11/18/01	435874	232.50	31
11/15/01	11/12/01	435388	300.00	40
11/08/01	11/05/01	434830	232.50	31
11/01/01	10/29/01	434325	285.00	38
10/25/01	10/21/01	433843	345.00	46
10/18/01	10/14/01	433346	315.00	42
10/11/01	10/08/01	432918	270.00	36 ✓
10/04/01	09/30/01	432170	277.50	37 ✓
09/27/01	09/23/01	431686	285.00	38 ✓
09/20/01	09/16/01	431101	322.50	43
09/13/01	09/10/01	430618	307.50	41
09/06/01	09/04/01	430186	337.50	45
08/30/01	08/26/01	429418	285.00	38
08/23/01	08/19/01	428915	315.00	42
08/16/01	08/13/01	428489	262.50	35
08/09/01	08/05/01	428047	210.00	28
08/02/01	07/27/01	427461	247.50	33
07/26/01	07/22/01	426976	315.00	42
07/19/01	07/16/01	426473	292.50	39
07/12/01	07/08/01	426124	337.50	45 ✓
07/05/01	07/01/01	425749	322.50	43
06/28/01	06/24/01	425078	300.00	40

65758 NO FRILLS SUPERMARKET				
				2 of 2
STMT DATE	BILLING DATE	INVOICE NUMBER	AMOUNT	NUMBER TOTES
06/21/01	06/18/01	424677	240.00	32
06/14/01	06/10/01	424252	345.00	46
06/07/01	06/03/01	423805	277.50	37
05/31/01	05/24/01	423218	262.50	35
05/24/01	05/21/01	422846	300.00	40
05/17/01	05/13/01	422396	285.00	38
05/10/01	05/06/01	422027	352.50	47
05/03/01	04/29/01	421557	352.50	47
04/26/01	04/24/01	421091	322.50	43
04/19/01	04/13/01	420711	307.50	41
04/12/01	04/06/01	420375	285.00	38
04/05/01	03/30/01	419913	270.00	36
03/29/01	03/23/01	419595	240.00	32
03/22/01	03/16/01	419087	172.50	23
03/15/01	03/09/01	418470	180.00	24
03/15/01	03/02/01	418576	97.50	13
03/08/01	03/05/01	418097	142.50	19
03/08/01	03/05/04	418200	127.50	17
03/01/01	02/23/01	417697	112.50	15
03/01/01	02/26/01	417794	135.00	18
02/22/01	02/16/01	417314	330.00	44
02/15/01	02/09/01	416709	262.50	35
02/08/01	02/02/01	416213	285.00	38
02/01/01	01/29/01	415826	277.50	37
01/25/01	01/19/01	415420	270.00	36
01/18/01	01/12/01	415023	390.00	52
01/11/01	01/05/01	414670	127.50	17
01/11/01	01/08/01	414687	202.50	27
01/04/04	01/03/01	414124	202.50	27
			21,307.50	2,841

totes with returned product (82.50) (11)
21,225.00 2,830

CR. given - 1395.50
\$ 19,829.50