TERM LEASE SUPPLEMENT - Additional Terms and Conditions

Supp. No.: C00113036

OPTION CODES

B Lease with fair market value end-of-lease purch. option and Lessor is owner for tax purposes
B+ Lease with fair market value end-of-lease purch. option
B' Lease with prestated end-of-lease purch. option
B$ Lease with one dollar end-of-lease purch. option
G Lease with fair market value end-of-lease purch. option for tax exempt Lessees
G' Lease with prestated end-of-lease purch. option for tax exempt Lessees
L Lease for used equipment
LG Lease for used equipment for tax exempt Lessees
S Financing of IBN One-Time Charges
S' Financing of IBN One-Time Charges for tax exempt Lessees
T Financing of other one-time charges
T' Financing of other one-time charges for tax exempt Lessees

TERM CODES

CO Coterminous Lease-Term of this Equipment and associated item of Equipment expire simultaneously.

PURCH. OPTION (PURCHASE OPTION CODES END-OF-LEASE ONLY)

FM	Fair market sales value at end-of-Lease	NA	Not Applicable
CL	Contact IBM Credit for purchase price	$1	Purchase price is one dollar ($1.00)
Number	Prestated purchase percent - Purchase price will be the Unit Purchase Price times this %.		
G'	Purchase Option Codes are specified in Customer Bulletin "G Prime Purchase Options Codes" (Z125-4113) which is available on request.		

INTEREST RATES. The Interest Rate, if stated, is the Annual Percentage Rate (APR) which will never be exceeded for the transaction.

RATE PROTECTION. The Rates stated on the Supplement are not subject to change provided the Supplement is signed and returned to Lessor by the date indicated on the face of the Supplement and (if applicable) the Equipment is installed or a signed certificate of acceptance ("COA") is received by the Estimated Commencement Date stated on the Supplement.

RENT COMMENCEMENT DATE. For personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date indicated on the COA unless otherwise noted by Lessor on this Supplement.

BASE EXTENSIONS. For Equipment listed as "Base Extension", this Supplement supersedes the prior Lease for this Equipment and incorporates the terms of the Term Lease Master Agreement effective for this Supplement, which terms may differ from those governing the superseded Lease.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* **INTERIM RENT.** The Rent Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 and Lessee will pay Interim Rent from such date to the Rent Commencement Date. Such Interim Rent shall be prorated based on the Payment Period, that is 30 days for monthly, 90 days for quarterly, 182 days for semi-annually or 365 days for annually.

* **PAYMENT IN ADVANCE.** Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

* **PAYMENT IN ARREARS.** Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* **SECURITY DEPOSIT.** As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted Lessor a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations hereunder. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G', S' and T') Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if:

1. Lessee does not file the above IRS form on a timely basis; or
2. IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Equipment together with all related software (embedded or otherwise) listed on this Supplement. If the jurisdiction in which the financing statement is to be filed requires the Lessee to sign the financing statement, Lessee authorizes Lessor or its agent as attorney in fact for the limited purpose of executing in Lessee's name and filing any UCC financing statements or similar documents. Such authorization shall not constitute a general power of attorney from Lessee, shall be narrowly construed, and shall not be effective for any purpose other than to execute UCC-1 filings relating to the Equipment together with all related software listed on the Supplement.

COLLATERAL GRANT. Each transaction hereunder is intended to be characterized as a lease under Article 2A of the UCC, but, in order to secure prompt payment of the amounts due hereunder, if it is later determined to be a secured transaction under Article 9 of the UCC, Lessee hereby grants, on the date hereof, to Lessor a first priority security interest in the Equipment together with all related software (embedded therein or otherwise) and all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitations, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financed Items.

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. Lessee shall be in default if Lessee terminates its organizational existence, consolidates with or merges into any entity without providing written notice to IBM Credit, Attn: Credit Mgr., N. Castle Dr., Armonk NY 10504, within 10 days of such event. If Lessee is in default, Lessor may render unusable all Financed Items or other items financed under this Agreement, without demand or notice, without any court order or other process of law and without liability for any damages occasioned by such action. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment or any Financed Item or item financed under this Agreement, Lessee agrees that: (i) 10 days prior written notice shall constitute adequate notice of disposition, (ii) Lessor has no obligation to clean-up or otherwise prepare the Equipment or any associated Financed Item or item financed for disposition and (iii) any disposition of the Equipment, Financed Item or item financed will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

* **TERM.** The initial Term of the Lease or Financing transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

* **OPTIONAL EXTENSION.** For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

* **TERMS FOR USED EQUIPMENT.** This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 14 days after Release Date. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lease expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

* **TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM** Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

TERM LEASE SUPPLEMENT

Date Prepared: 09/18/02

Customer No.: 3408833
Customer Name and Address
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113036
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: HQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0248435204
Quote Letter No.: Q0248435204

Customer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term				(*) Estimated Commencement /Release Date	(*) Interest Rate
001	3408833/ 4599274	TX	3494-D14 BASE EXTENSION		37924	B+	FM		036				11/02	6.51
002	3408833/ 4599274	TX	3494-D10 BASE EXTENSION		37926	B+	FM		036				11/02	6.51
003	3408833/ 4599274	TX	3494-D14 DRIVE UNIT	8TLDRJ		B	FM		036				10/02	

Supplier Name	Supplier Customer No.	(*) Security Deposit		(*) Interim Rent Applies?		Payment Period MONTHLY IN ARREARS
				NO		Rent Commencement Date 11/01/02

(*) See page 7 for explanations, definitions and additional terms.

Total Amount of New Financed (all pages)	Base Extension Amount Financed (all pages)	Total Rent of New Financed (all pages)	Base Extension Total Rent (all pages)

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 09/30/02.

THE TERM LEASE MASTER AGREEMENT REFERENCED ABOVE, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT. IF AGREED TO BY LESSEE AND LESSEE'S SUPPLIER, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND THE RESULTING RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THESE DOCUMENTS BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit Corporation
For or as Lessor:

By: _____
Authorized Signature

Name (Type or Print) Date

FLEMING COS INC
Lessee

By: [signature]
Authorized Signature

Name (Type or Print) Date

Initial below to request an IBM maintenance agreement on IBM Leased Items

Z1253319-22 (08/01)

CERTIFIED COPY

TERM LEASE SUPPLEMENT
CONTINUATION SHEET

Customer No.: 3408833
Customer Name and Address
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113036
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: HQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0248435204
Quote Letter No.: C0248435204

Customer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term				(*)Estimated Commencement /Release Date	(*) Interest Rate
004	3408833/ 4599274	TX	3494-D14 DRIVE UNIT	8TLDRK		B	FM		036				10/02	
005	3408833/ 4599274	TX	3494-D14 DRIVE UNIT	8TLDRL		B	FM		036				10/02	
006	3408833/ 4599274	TX	3494-D14 DRIVE UNIT	8TLDRM		B	FM		036				10/02	
007	3408833/ 4599274	TX	3590-B1A BASE EXTENSION		B1532	B+	FM		036				11/02	7.41
008	3408833/ 4599274	TX	3590-B1A BASE EXTENSION		B1533	B+	FM		036				11/02	7.41
009	3408833/ 4599274	TX	3590-B1A BASE EXTENSION		B1536	B+	FM		036				11/02	7.41
010	3408833/ 4599274	TX	3590-B1A BASE EXTENSION		B1538	B+	FM		036				11/02	7.41
011	3408833/ 4599274	TX	3590-E1AB BASE EXTENSION	N16370	B1538	B+	FM		036				11/02	6.69
012	3408833/ 4599274	TX	3590-E1AB BASE EXTENSION	N16372	B1536	B+	FM		036				11/02	6.69

Payment Period

MONTHLY
IN ARREARS

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 09/30/02.

Z125-3319-22 (08/01)

CERTIFIED
COPY

IBM Fax:2142584591 Oct 2 2002 11:31 P.04

TERM LEASE SUPPLEMENT
CONTINUATION SHEET

Date Prepared: 09/18/02

Customer No.: 3408833
Customer Name and Address
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113036
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: HQ12291

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013	3408833/ 4599274	TX	3590-E1AB BASE EXTENSION	N16375	B1533	B+	FM		036				11/02	6.69
014	3408833/ 4599274	TX	3590-E1AB BASE EXTENSION	N16378	B1532	B+	FM		036				11/02	6.69
015	3408833/ 4599274	TX	3590-A60 MAGSTAR TAPE SUBSYSTEM	8TLDRN		B	FM		036				10/02	
016	3408833/ 4599274	TX	3590-A60 MAGSTAR TAPE SUBSYSTEM	8TLDRP		B	FM		036				10/02	
017	3408833/ 4599274	TX	3590-A60 MAGSTAR TAPE SUBSYSTEM	8TLDRQ		B	FM		036				10/02	
018	3408833/ 4599274	TX	3590-A60 MAGSTAR TAPE SUBSYSTEM	8TLDRR		B	FM		036				10/02	
019	3408833/ 4599274	TX	3590-A60 MAGSTAR TAPE SUBSYSTEM	8TLDRS		B	FM		036				10/02	
020	3408833/ 4599274	TX	3590-A60 MAGSTAR TAPE SUBSYSTEM	8TLDRT		B	FM		036				10/02	
021	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDRV		B	FM		036				10/02	

Payment Period

MONTHLY IN ARREARS

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IBM Fax:2142584591 OCT 2 2002 11:02

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FORT WORTH ,TX 76109-4805

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022	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDRW		B	FM		036				10/02	
023	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDRX		B	FM		036				10/02	
024	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDRY		B	FM		036				10/02	
025	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDRZ		B	FM		036				10/02	
026	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSB		B	FM		036				10/02	
027	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSC		B	FM		036				10/02	
028	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSD		B	FM		036				10/02	
029	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSF		B	FM		036				10/02	
030	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSG		B	FM		036				10/02	

Payment Period

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Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term				(*)Estimated Commencement /Release Date	(*) Interest Rate
031	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSH		B	FM		036				10/02	
032	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSJ		B	FM		036				10/02	
033	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSK		B	FM		036				10/02	
034	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSL		B	FM		036				10/02	
035	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSM		B	FM		036				10/02	
036	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSN		B	FM		036				10/02	
037	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSP		B	FM		036				10/02	
038	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSQ		B	FM		036				10/02	
039	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSR		B	FM		036				10/02	

Payment Period
MONTHLY IN ARREARS

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2125-3319-22 (08/01)

CERTIFIED COPY

FAX:2147584591 OCT 2 2002 11:55 P.01

TERM LEASE SUPPLEMENT
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Customer Name and Address
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4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Installed at Location
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IBM CSO Location Address
DALLAS - CSO
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DALLAS , TX 75234-8612
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214-258-4543

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040	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSS		B	FM		036				10/02	
041	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDST		B	FM		036				10/02	
042	3408833/ 4599274	TX	3590-E1A MAGSTAR TAPE SUBSYSTEM	8TLDSV		B	FM		036				10/02	
													Payment Period MONTHLY IN ARREARS	

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Z125-3319-22 (08/01)

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TERM LEASE SUPPLEMENT - Additional Terms and Conditions

IPTION CODES

Lease with fair market value end-of-lease purch. option and Lessor is owner for tax purposes

A Lease with fair market value end-of-lease purch. option

F Lease with prestated end-of-lease purch. option

I$ Lease with one dollar end-of-lease purch. option

I Lease with fair market value end-of-lease purch. option for tax exempt Lessees

F' Lease with prestated end-of-lease purch. option for tax exempt Lessees

L Lease for used equipment

LG Lease for used equipment for tax exempt Lessees

S Financing of IBM One-Time Charges

S' Financing of IBM One-Time Charges for tax exempt Lessees

T Financing of other one-time charges

T' Financing of other one-time charges for tax exempt Lessees

TERM CODES

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PURCH. OPTION (PURCHASE OPTION CODES END-OF-LEASE ONLY)

FM	Fair market sales value at end-of-Lease	NA	Not Applicable
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RENT COMMENCEMENT DATE. For personal computing equipment, including personal computer-based servers the Rent Commencement Date shall be the date indicated on the COA unless otherwise noted by Lessor on this Supplement.

BASE EXTENSIONS. For Equipment listed as "Base Extension", this Supplement supersedes the prior Lease for this Equipment and incorporates the terms of the Term Lease Master Agreement effective for this Supplement, which terms may differ from those governing the superseded Lease.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* **INTERIM RENT.** The Rent Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 and Lessee will pay Interim Rent from such date to the Rent Commencement Date. Such Interim Rent shall be prorated based on the Payment Period, that is 30 days for monthly, 90 days for quarterly, 182 days for semi-annualy or 365 days for annually.

* **PAYMENT IN ADVANCE.** Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

* **PAYMENT IN ARREARS.** Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* **SECURITY DEPOSIT.** As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted Lessor a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations hereunder. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G', S' and T') Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if:

1. Lessee does not file the above IRS form on a timely basis; or
2. IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Equipment together with all related software (embedded or otherwise) listed on this Supplement. If the jurisdiction in which the financing statement is to be filed requires the Lessee to sign the financing statement, Lessee authorizes Lessor or its agent as attorney in fact for the limited purpose of executing in Lessee's name and filing any UCC financing statements or similar documents. Such authorization shall not constitute a general power of attorney from Lessee, shall be narrowly construed, and shall not be effective for any purpose other than to execute UCC-1 filings relating to the Equipment together with all related software listed on the Supplement.

COLLATERAL GRANT. Each transaction hereunder is intended to be characterized as a lease under Article 2A of the UCC, but, in order to secure prompt payment of the amounts due hereunder, if it is later determined to be a secured transaction under Article 9 of the UCC, Lessee hereby grants, on the date hereof, to Lessor a first priority security interest in the Equipment together with all related software (embedded therein or otherwise) and all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitations, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financed Items.

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. Lessee shall be in default if Lessee terminates its organizational existence, consolidates with or merges into any entity without providing written notice to IBM Credit, Attn: Credit Mgr., N. Castle Dr., Armonk NY 10504, within 10 days of such event. If Lessee is in default, Lessor may render unusable all Financed Items or other items financed under this Agreement, without demand or notice, without any court order or other process of law and without liability for any damages occasioned by such action. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment or any Financed Item or item financed under this Agreement, Lessee agrees that: (i) 10 days prior writen notice shall constitute adequate notice of disposition, (ii) Lessor has no obligation to clean-up or otherwise prepare the Equipment or any associated Financed Item or item financed for disposition and (iii) any disposition of the Equipment, Financed Item or item financed will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties

FINANCIAL STATEMENTS Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

* **TERM.** The initial Term of the Lease or Financing transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

* **OPTIONAL EXTENSION.** For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

* **TERMS FOR USED EQUIPMENT.** This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 14 days after Release Date. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lease expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

* **TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM** Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shal be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

IBM
Fax:2142584591
OCT 2 2002 11:34 P.03
CERTIFIED COPY

IBM CREDIT CORPORATION

North Castle Drive
Armonk, NY 10504-1785
914/765-1900
www.financing.ibm.com

ADDENDUM TO TERM LEASE SUPPLEMENT

Enterprise No. 3410000 Term Lease Master Agreement No. 3410000

Customer No. 3408833 Supplement No. C00113036

Lessor and FLEMING COMPANIES, INC. (Lessee) agree that for the purposes of the referenced Supplement only, the Term Lease Master Agreement between the parties is hereby modified as follows:

Paragraph 37 - Default, No Waiver - at the end of this paragraph insert the following:

"Notwithstanding anything to the contrary above, Lessee shall be in default under this Agreement if Lessee fails to comply with or observe any term, covenant or agreement contained in any document, instrument or agreement, between Lessee and any creditor of Lessee, evidencing or governing obligations for borrowed money in excess of $50,000,000 and such failure or breach shall either continue unremedied for a period of ninety (90) days after written notice thereof from the creditor or results in the borrowed money becoming payable prior to its scheduled maturity."

Prepared by: J ROSSI

Accepted by:
IBM Credit Corporation

For or as Lessor:

by Dorothy O. Brown
Authorized Signature

Dorothy O. Brown 9/30/02
Name (Type or Print) Date

A484352D/BP6

FLEMING COMPANIES, INC.

by
Authorized Signature

Name (Type or Print) Date

NO CHANGES TO THIS ADDENDUM ARE AUTHORIZED

Sep 24, 2002 Addendum No. Q02484352-04

CERTIFIED
COPY

TERM LEASE SUPPLEMENT

Date Prepared: 09/17/02

Customer No.: 3408833
Customer Name and Address
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113062
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: HQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0247675206
Quote Letter No.: Q0247675206

Customer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term				(*)Estimated Commencement /Release Date	(*) Interest Rate
001	3408833/ 4599274	TX	2064-1C6 ZSERIES 900 AND SOFTWARE/SERVICES/OTHER FINANCING	8THGLL		B/S	FM/NA		036/21				09/02	7.70
002	3408833/ 4599274	TX	2064-1C6 ZSERIES 900	8THGMX		B	FM		036				09/02	
003	3408833/ 4599274	TX	2074-002 2074 CONSOLE SUPPT CONTROLLE	8TQYYT		B+	FM		036				09/02	7.42

"THE PARTIES AGREE THAT THE LEASE TRANSACTION SHALL COMMENCE UPON SHIPMENT OF THE EQUIPMENT. HOWEVER, THE INITIAL TERM OF A LEASE AND ANY FINANCING SHALL COMMENCE ON THE RENT COMMENCEMENT DATE. THE TERM SHALL EXPIRE AT THE END OF THE NUMBER OF MONTHS SPECIFIED AT "TERM" ON THE SUPPLEMENT, FOR SUCH TRANSACTION, FOLLOWING THE RENT COMMENCEMENT DATE."

Supplier Name	Supplier Customer No.	(*) Security Deposit		(*) Interim Rent Applies?		Payment Period MONTHLY IN ARREARS
				NO		Rent Commencement Date

(*) See page 5 for explanations, definitions and additional terms.

Total Amount Financed (all pages)

See Step Pmt Attachment for Rent Details

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 10/15/02.

THE TERM LEASE MASTER AGREEMENT REFERENCED ABOVE, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT. IF AGREED TO BY LESSEE AND LESSEE'S SUPPLIER, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND THE RESULTING RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THESE DOCUMENTS BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit Corporation
For or as Lessor:

By: _____ Authorized Signature

Name (Type or Print) _____ Date

FLEMING COS INC
Lessee

By: _____ Authorized Signature

Name (Type or Print) _____ Date

Initial below to request an IBM maintenance agreement on IBM Leased Items

_____

_____

Z125-3319-22 (08/01)

CERTIFIED COPY

ate Prepared: 09/17/02

TERM LEASE SUPPLEMENT
CONTINUATION SHEET

ustomer No.: 3408833
ustomer Name and Address
LEMING COS INC
160 INTERNATIONAL PLAZA
UITE 100
ORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113062
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
3800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-256-4543

Purchase Agreement Ref.: HQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0247675206
Quote Letter No.: Q0247675206

Customer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Indud.	(*) Term				(*)Estimated Commencement /Release Date	(*) Interest Rate
004	3408833/ 4599274	TX	2074-002 2074 CONSOLE SUPPT CONTROLLE	8TQYYV		B+	FM		036				09/02	7.42
005	3408833/ 4599274	TX	9ITS-001 FINANCING OF ITS SERVICES		B161846	S	NA		023				09/02	6.64
006	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161605	S	NA		036				10/02	9.10
007	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161606	S	NA		036				10/02	4.93
008	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161607	S	NA		023				10/02	8.17
009	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161608	S	NA		036				10/02	6.74
010	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161609	S	NA		036				10/02	6.74
011	3408833/ 4599274	TX	9032-5240 'LIC' ES CONNECTION DIRECT Base Machine: 9032/41627	T49231	41627	B+	FM		CO 09/30/04				09/02	4.40
012	3408833/ 4599274	TX	9032-5240 'LIC' ES CONNECTION DIRECT Base Machine: 9032/41628	T49233	41628	B+	FM		CO 09/30/04				09/02	4.40

Payment Period

MONTHLY
IN ARREARS

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 10/15/02.

2125-3319-22 (08/01)

CERTIFIED
COPY

TERM LEASE SUPPLEMENT
CONTINUATION SHEET

te Prepared: 09/18/02

istomer No.: 3408833
istomer Name and Address
EMING COS INC
160 INTERNATIONAL PLAZA
JITE 100
ORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113062
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: RQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0247675206
Quote Letter No.: Q0247675206

Customer Reference:

Line No.	Location/ Lessor Customer No.	Instafed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term				(*)Estimated Commencement /Release Date	(*) Interest Rate
013	3408833/ 4599274	TX	9672-R06 S/390 COUPLING FACILITY	T41403	1045E Base Machine: 9674/1045E	B+	FM		CO 09/30/04				09/02	6.64
014	3408833/ 4599274	TX	9993-001 OTHER IBM FINANCING		B161595	S	NA		36				10/02	7.99
015	3408833/ 4599274	TX	9993-005 FINANCING OF SALES TAX		B161610	S	NA		36				10/02	7.99

Payment Period

MONTHLY IN ARREARS

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 10/15/02.

Z125-3319-22 (06/01)

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TERM LEASE SUPPLEMENT - Additional Terms and Conditions

IPTION CODES

- Lease with fair market value end-of-lease purch. option and Lessor is owner for tax purposes
- B+ Lease with fair market value end-of-lease purch. option
- B' Lease with prestated end-of-lease purch. option
- B$ Lease with one dollar end-of-lease purch. option
- B Lease with fair market value end-of-lease purch. option for tax exempt Lessees
- B' Lease with prestated end-of-lease purch. option for tax exempt Lessees
- L Lease for used equipment
- LG Lease for used equipment for tax exempt Lessees
- S Financing of IBM One-Time Charges
- S' Financing of IBM One-Time Charges for tax exempt Lessees
- T Financing of other one-time charges
- T' Financing of other one-time charges for tax exempt Lessees

TERM CODES

CO Coterminous Lease-Term of this Equipment and associated item of Equipment expire simultaneously.

PURCH. OPTION (PURCHASE OPTION CODES END-OF-LEASE ONLY)

- FM Fair market sales value at end-of-Lease
- CL Contact IBM Credit for purchase price
- Number Prestated purchase percent - Purchase price will be the Unit Purchase Price times this %.
- G' Purchase Option Codes are specified in Customer Bulletin "G Prime Purchase Options Codes" (Z125-4113) which is available on request.
- NA Not Applicable
- $1 Purchase price is one dollar ($1.00)

INTEREST RATES. The Interest Rate, if stated, is the Annual Percentage Rate (APR) which will never be exceeded for the transaction.

RATE PROTECTION. The Rates stated on the Supplement are not subject to change provided the Supplement is signed and returned to Lessor by the date indicated on the face of the Supplement and (if applicable) the Equipment is installed or a signed certificate of acceptance ("COA") is received by the Estimated Commencement Date stated on the Supplement.

RENT COMMENCEMENT DATE. For personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date indicated on the COA unless otherwise noted by Lessor on this Supplement.

BASE EXTENSIONS. For Equipment listed as "Base Extension", this Supplement supersedes the prior Lease for this Equipment and incorporates the terms of the Term Lease Master Agreement effective for this Supplement, which terms may differ from those governing the superseded Lease.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* INTERIM RENT. The Rent Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 and Lessee will pay Interim Rent from such date to the Rent Commencement Date. Such Interim Rent shall be prorated based on the Payment Period, that is 30 days for monthly, 90 days for quarterly, 182 days for semi-annually or 365 days for annually.

* PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of Installation.

* PAYMENT IN ARREARS. Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted Lessor a security deposit in the amount indicated on the face of this Supplement, to secure Lessee's payment obligations hereunder. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G', S' and T') Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if:

1. Lessee does not file the above IRS form on a timely basis; or
2. IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Equipment together with all related software [illegible] If the jurisdiction in which the financing statement is [illegible] as attorney in fact for the limited purpose of executing in Lessee's name and filing any UCC financing statements or similar documents. Such authorization shall not constitute a general power of attorney from Lessee, shall be narrowly construed, and shall not be effective for any purpose other than to execute UCC-1 filings relating to the Equipment together with all related software listed on the Supplement.

COLLATERAL GRANT. Each transaction hereunder is intended to be characterized as a lease under Article 2A of the UCC, but, in order to secure prompt payment of the amounts due hereunder, if it is later determined to be a secured transaction under Article 9 of the UCC, Lessee hereby grants, on the date hereof, to Lessor a first priority security interest in the Equipment together with all related software (embedded therein or otherwise) and all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitations, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financed Items.

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. Lessee shall be in default if Lessee terminates its organizational existence, consolidates with or merges into any entity without providing written notice to IBM Credit, Attn: Credit Mgr., N. Castle Dr., Armonk NY 10504, within 10 days of such event. If Lessee is in default, Lessor may render unusable all Financed Items or other items financed under this Agreement, without demand or notice, without any court order or other process of law and without liability for any damages occasioned by such action. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment or any Financed Item or item financed under this Agreement, Lessee agrees that: (i) 10 days prior written notice shall constitute adequate notice of disposition, (ii) Lessor has no obligation to clean-up or otherwise prepare the Equipment or any associated Financed Item or item financed for disposition and (iii) any disposition of the Equipment, Financed Item or item financed will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

* TERM. The initial Term of the Lease or Financing transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

* OPTIONAL EXTENSION. For purposes of the Optional Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

* TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 14 days after Release Date. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lease expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

* TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the Equipment.

TERM LEASE SUPPLEMENT

ate Prepared: 09/17/02

ustomer No.: 3408833
ustomer Name and Address
LEMING COS INC
160 INTERNATIONAL PLAZA
UITE 100
ORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113062
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: HQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0247675206
Quote Letter No.: Q0247675206

Customer Reference:

Line No.	Location/ Lessor Customer No.	Instaled State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term	Unit Purchase Price/ Amount Financed	Rate $/1000	Rent	(*)Estimated Commencement /Release Date	(*) Interest Rate
001	3408833/ 4599274	TX	2064-1C6 ZSERIES 900	8THGLL		B	FM		36	2,601,000.00		STEP	09/02	
002	3408833/ 4599274	TX	2064-1C6 ZSERIES 900	8THGMX		B	FM		36	2,267,000.00	28.48	64,564.00	09/02	
003	3408833/ 4599274	TX	2074-002 2074 CONSOLE SUPPT CONTROLLE	8TQYYT		B+	FM		36	44,750.00	31.26	1,399.00	09/02	7.42

Supplier Name	Supplier Customer No.	(*) Security Deposit	Total Amount Financed (this page)	(*) Interim Rent Applies?	See Step Pmt Attachment for Rent Details	Payment Period MONTHLY IN ARREARS
			4,912,750.00	NO		Rent Commencement Date

(*) See page 5 for explanations, definitions and additional terms.

Total Amount Financed (all pages)	See Step Pmt Attachment for Rent Details
7,313,784.00	

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 10/15/02.

THE TERM LEASE MASTER AGREEMENT REFERENCED ABOVE, THIS SUPPLEMENT AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SUPPLEMENT. IF AGREED TO BY LESSEE AND LESSEE'S SUPPLIER, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND THE RESULTING RENT. LESSEE FURTHER AUTHORIZES LESSOR TO INSERT MACHINE SERIAL NUMBERS ON THIS SUPPLEMENT AS THEY BECOME AVAILABLE, WITHOUT FURTHER AUTHORIZATION FROM LESSEE. DELIVERY OF AN EXECUTED COPY OF ANY OF THESE DOCUMENTS BY FACSIMILE OR OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted by:
IBM Credit Corporation
For or as Lessor:

By: _____
Authorized Signature

Name (Type or Print) Date

FLEMING COS INC
Lessee

By: _____
Authorized Signature

Name (Type or Print) Date

Initial below to request an IBM maintenance agreement on IBM Leased Items

7125-7319-22-0A01)

TERM LEASE SUPPLEMENT
CONTINUATION SHEET

ate Prepared: 09/17/02

ustomer No.: 3408833
ustomer Name and Address
LEMING COS INC
160 INTERNATIONAL PLAZA
UITE 100
ORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113062
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: RQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0247675206
Quote Letter No.: Q0247675206

ustomer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term	Unit Purchase Price/ Amount Financed	Rate $/1000	Rent	(*)Estimated Commencement /Release Date	(*) Interest Rate
004	3408833/ 4599274	TX	2074-002 2074 CONSOLE SUPPT CONTROLLE	8TQYYV		B+	FM		36	44,750.00	31.26	1,399.00	09/02	7.42
005	3408833/ 4599274	TX	9ITS-001 FINANCING OF ITS SERVICES		B161846	S	NA		23	5,000.00	46.68	233.00	09/02	6.64
006	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161605	S	NA		36	547,081.00		STEP	10/02	9.10
007	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161606	S	NA		36	568,711.00		STEP	10/02	4.93
008	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161607	S	NA		23	70,316.00		STEP	10/02	8.17
009	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161608	S	NA		36	2,691.00	30.76	83.00	10/02	6.74
010	3408833/ 4599274	TX	9SSE-001 IBM SERVICELECT		B161609	S	NA		36	2,691.00	30.76	83.00	10/02	6.74
011	3408833/ 4599274	TX	9032-5240 'LIC'ES CONNECTION DIRECT Base Machine: 9032/41627	T49231	41627	B+	FM		CO 09/30/04	63,200.00	45.58	2,881.00	09/02	4.40
012	3408833/ 4599274	TX	9032-5240 'LIC'ES CONNECTION DIRECT Base Machine: 9032/41628	T49233	41628	B+	FM		CO 09/30/04	63,200.00	45.58	2,881.00	09/02	4.40
										Total Amount Financed (this page) 1,367,640.00		See Step Pmt Attachment for Rent Details	Payment Period MONTHLY IN ARREARS	

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 10/15/02.

Z125-3319-22 (08/01)

TERM LEASE SUPPLEMENT
CONTINUATION SHEET

Date Prepared: 09/18/02

Customer No: 3408833
Customer Name and Address
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH ,TX 76109-4805

Supplement Number: C0C113062
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: HQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0247675206
Quote Letter No.: Q0247675206

Customer Reference:

Line No.	Location/ Lessor Customer No.	Installed State	Leased or Financed Item: Type Model/Feature Description	Plant Order or MES No.	Serial No.	(*) Option	(*) Purch. Option	Maint. Includ.	(*) Term	Unit Purchase Price/ Amount Financed	Rate $/1000	Rent	(*)Estimated Commencement /Release Date	(*) Interest Rate
013	3408833/ 4599274	TX	9672-R06 S/390 COUPLING FACILITY	T41403	1045E Base Machine: 9674/1045E	B+	FM		CO 09/30/04	295,000.00	46.68	13,771.00	09/02	6.64
014	3408833/ 4599274	TX	9993-001 OTHER IBM FINANCING		B161595	S	NA		36	34,769.00	31.33	1,089.00	10/02	7.99
015	3408833/ 4599274	TX	9993-005 FINANCING OF SALES TAX		B161610	S	NA		36	53,625.00	31.33	1,680.00	10/02	7.99
016	3408833/ 4599274	TX	9996-001 ROLLOVER FINANCING		B161596	S	NA		21	650,000.00	51.05	33,183.00	10/02	7.70
										Total Amount Financed (this page) 1,033,394.00		See Step Pmt Attachment for Rent Details	Payment Period MONTHLY IN ARREARS	

FOR THESE LEASE RATES TO BE VALID, THIS SUPPLEMENT MUST BE SIGNED AND RECEIVED BY LESSOR BY: 10/15/02.

Z125-3319-22 (08X1)

TERM LEASE SUPPLEMENT
CONTINUATION SHEET

ate Prepared: 09/17/02

Customer No.: 3408833
Customer Name and Address
FLEMING COS INC
4160 INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Installed at Location
FLEMING COS INC
4160INTERNATIONAL PLAZA
SUITE 100
FORT WORTH , TX 76109-4805

Supplement Number: C00113062
IBM CSO Location: YQ4
IBM CSO Location Address
DALLAS - CSO
13800 DIPLOMAT
DALLAS , TX 75234-8812
ATTN: LANETTE BANKS
214-258-4543

Purchase Agreement Ref.: HQ12291

Term Lease Master Agreement No.: 3410000
Associated Supplement Nos.:
Summary Supplement No:
Amendment Nos.:
Addendum Nos.: Q0247675206
Quote Letter No.: Q0247675206

Customer Reference:

Customer No.	Type Model/Feature	Plant Order or MES No.	Serial No.	Description
3408833	9SSE-001	001	B161606	IBM SERVICELECT

The following Step Payment information applies to the above unit.
For payment 1 to 1 the rate is $890.76 and the monthly rent is $506585.00.
For payment 2 to 36 the rate is $2.79 and the monthly rent is $1587.00.

3408833	9SSE-001	001	B161605	IBM SERVICELECT

The following Step Payment information applies to the above unit.
For payment 1 to 1 the rate is $924.76 and the monthly rent is $505919.00.
For payment 2 to 36 the rate is $1.68 and the monthly rent is $919.00.

3408833	9SSE-001	001	B161607	IBM SERVICELECT

The following Step Payment information applies to the above unit.
For payment 1 to 1 the rate is $928.26 and the monthly rent is $65272.00.
For payment 2 to 23 the rate is $3.86 and the monthly rent is $271.00.

3408833	2064-1C6	8THGLL		ZSERIES 900

The following Step Payment information applies to the above unit.
For payment 1 to 21 the rate is $24.55 and the monthly rent is $63855.00.
For payment 22 to 36 the rate is $37.31 and the monthly rent is $97043.00.

Supplement Totals
The following includes totals for all units on the supplement.
For payment 1 to 1 the total monthly rent is $1264877.00.
For payment 2 to 21 the total monthly rent is $189878.00.
For payment 22 to 23 the total monthly rent is $189883.00.
For payment 24 to 24 the total monthly rent is $189379.00.
For payment 25 to 36 the total monthly rent is $169846.00.

TERM LEASE SUPPLEMENT - Additional Terms and Conditions

Supp. No.: C00113062

PTION CODES

Lease with fair market value end-of-lease purch. option and Lessor is owner for tax purposes
+ Lease with fair market value end-of-lease purch. option
' Lease with prestated end-of-lease purch. option
$ Lease with one dollar end-of-lease purch. option
i Lease with fair market value end-of-lease purch. option for tax exempt Lessees
i' Lease with prestated end-of-lease purch. option for tax exempt Lessees
L Lease for used equipment
LG Lease for used equipment for tax exempt Lessees
S Financing of IBM One-Time Charges
S' Financing of IBM One-Time Charges for tax exempt Lessees
T Financing of other one-time charges
T' Financing of other one-time charges for tax exempt Lessees

'EFM CODES

:0 Coterminous Lease-Term of this Equipment and associated Item of Equipment expire simultaneously.

'URCH. OPTION (PURCHASE OPTION CODES END-OF-LEASE ONLY)

FM	Fair market sales value at end-of-Lease	NA	Not Applicable
CL	Contact IBM Credit for purchase price	$1	Purchase price is one dollar ($1.00)
Number	Prestated purchase percent - Purchase price will be the Unit Purchase Price times this %.		
G	Purchase Option Codes are specified in Customer Bulletin "G Prime Purchase Options Codes" (Z125-4113) which is available on request.		

NTEREST RATES. The Interest Rate, if stated, is the Annual Percentage Rate (APR) which will never ɔe exceeded for the transaction.

RATE PROTECTION. The Rates stated on the Supplement are not subject to change provided the Supplement is signed and returned to Lessor by the date indicated on the face of the Supplement and (if applicable) the Equipment is installed or a signed certificate of acceptance ("COA") is received by the Estimated Commencement Date stated on the Supplement.

RENT COMMENCEMENT DATE. For personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date indicated on the COA unless otherwise noted by Lessor on this Supplement.

BASE EXTENSIONS. For Equipment listed as "Base Extension", this Supplement supersedes the prior Lease for this Equipment and incorporates the terms of the Term Lease Master Agreement effective for this Supplement, which terms may differ from those governing the superseded Lease.

SUPPLEMENT OPTIONS. When indicated on the face of the Supplement, the following terms and conditions shall apply to transactions indicated in this Supplement.

* INTERIM RENT. The Rent Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" under Paragraph 13 and Lessee will pay interim Rent from such date to the Rent Commencement Date. Such interim Rent shall be prorated based on the Payment Period, that is 30 days for monthly, 90 days for quarterly, 182 days for semi-annually or 365 days for annually.

* PAYMENT IN ADVANCE. Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation.

* PAYMENT IN ARREARS. Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

* SECURITY DEPOSIT. As a condition to Lessee entering into the transactions indicated in the Supplement, Lessee has granted Lessor a security deposit in the amount indicated on the face of this Supplement to secure Lessee's payment obligations hereunder. Lessor may apply any portion of the security deposit against any payment default and shall hold the security deposit until Lessee's obligations under the Agreement are satisfied in full.

TAX EXEMPT REQUIREMENTS (For Options G', S' and T') Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. Any misrepresentation of Lessee's status under Section 103(a) is an event of default under the Agreement. Lessee shall comply with all information reporting requirements of Code Section 149(e) and Treasury Regulations thereunder. Lessee shall file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if:

1. Lessee does not file the above IRS form on a timely basis; or
2. IRS rules Lessee does not qualify under Section 103(a) of the Code.

AUTHORITY TO FILE FINANCING STATEMENTS. Lessee hereby authorizes Lessor to file Uniform Commercial Code (UCC) financing statements relating to the Equipment together with all related software [illegible] jurisdiction in which the financing statement is attorney in fact for the limited purpose of executing in Lessee's name and filing any UCC financing statements or similar documents. Such authorization shall not constitute a general power of attorney from Lessee, shall be narrowly construed, and shall not be effective for any purpose other than to execute UCC-1 filings relating to the Equipment together with all related software listed on the Supplement.

COLLATERAL GRANT. Each transaction hereunder is intended to be characterized as a lease under Article 2A of the UCC, but, in order to secure prompt payment of the amounts due hereunder, if it is later determined to be a secured transaction under Article 9 of the UCC, Lessee hereby grants, on the date hereof, to Lessor a first priority security interest in the Equipment together with all related software (embedded therein or otherwise) and all additions, attachments, accessories, accessions and upgrades thereto and any and all substitutions, replacements or exchanges for any such item of Equipment or software and any and all proceeds of any of the foregoing, including, without limitations, payments under insurance or any indemnity or warranty relating to loss or damage to such Equipment and Financed Items.

TRANSFER OF OBLIGATIONS. Lessee agrees that any transaction initiated under this Agreement shall be binding upon Lessee's successor and permitted assigns.

ADDITIONAL DEFAULTS AND REMEDIES. Lessee shal be in default if Lessee terminates its organizational existence, consolidates with or merges into any entity without providing written notice to IBM Credit, Attn: Credit Mgr., N. Castle Dr., Armonk NY 10504, within 10 days of such event. If Lessee is in default, Lessor may render unusable all Financed Items or other items financed under this Agreement, without demand or notice, without any court order or other process of law and without liability for any damages occasioned by such action. If under applicable law, Lessor is required to comply with standards of commercial reasonableness applicable to secured financings in disposing of the Equipment or any Financed Item or item financed under this Agreement, Lessee agrees that: (i) 10 days prior written notice shall constitute adequate notice of disposition, (ii) Lessor has no obligation to clean-up or otherwise prepare the Equipment or any associated Financed Item or item financed for dispositon and (iii) any disposition of the Equipment, Financed Item or item financed will be conveyed on an "AS IS" basis and Lessor may disclaim any and all warranties.

FINANCIAL STATEMENTS Upon request, if not publicly available, Lessee agrees to provide to Lessor audited financial statements or unaudited financial statements with Lessor's approval.

LEASE AGREEMENT AMENDMENT. The following terms and conditions only apply to Term Lease Master Agreements signed prior to January 1997.

* TERM. The initial Term of the Lease or Financing transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months under "Term" in the Supplement.

* OPTIONAL EXTENSION. For purposes of the Optonal Extension paragraph, the Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease, but for Options B, B+ or L not less than fair market rental value.

* TERMS FOR USED EQUIPMENT. This Equipment is provided without any warranty by Lessor, in accordance with Paragraph 9. It is subject to prior disposition at any time prior to Lessor's signature on the Supplement. Rent Commencement Date will be the earlier of installation or 14 days after Release Date. Lessee payment of 3 months Rent as liquidated damages is required if Lessee cancels its commitment to lease after Lessor's Supplement acceptance but before the Equipment is delivered and accepted by Lessee. Lease expiration notice shall be as soon as practicable if the Term is 3 months or less. If Equipment is unmodified, manufactured and assembled by or for IBM and IBM installs and maintains the Equipment, Lessee may exercise the Lessor's quality satisfaction guarantee within 90 days of the Release Date. At Lessor's option, the Equipment will either be replaced with equivalent Equipment or returned to Lessor and the Lease terminated with any payments made to Lessor refunded.

* TERMS FOR NON-IBM EQUIPMENT AND FOR EQUIPMENT NOT SOURCED FROM IBM Notwithstanding anything to the contrary in the Agreement, for purpose of this Supplement, "Lessee's Supplier" shall be the party with whom Lessee has contracted to purchase Equipment, license program materials or acquire services leased or financed herein. Except for paragraphs 41 and 43, all references in the Agreement to "IBM" shall mean "Lessee's Supplier". Any occurrences of "or Effective Date for Additional License" in the Agreement are deleted. Any reference to "Estimated Shipment Date" shall mean "Estimated Commencement Date". Except for personal computing equipment, including personal computer-based servers, the Rent Commencement Date shall be the date Lessee designates on a COA. Any terms and conditions applicable to Option B shall also apply to Options B+ and L. Lessee shall return the Equipment in good condition and working order, wear and tear excepted and qualified for the manufacturer's approved maintenance service. Should Lessee elect to alter or modify the Equipment, any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee is not permitted to make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent. If Lessor consents to a disposition of the removed Parts, the restoration must be with parts Lessor owns or supplies, or those supplied by a source approved by Lessor. For the purposes of the Agreement, a "Part" is any component or element of the

IBM CREDIT CORPORATION

North Castle Drive
Armonk, NY 10504-1785
914/765-1900
www.financing.ibm.com

ADDENDUM TO TERM LEASE SUPPLEMENT

Enterprise No. 3410000 Term Lease Master Agreement No. 3410000
Customer No. 3408833 Supplement No. C00113062__

Lessor and FLEMING COMPANIES, INC. (Lessee) agree that for the purposes of the referenced Supplement only, the Term Lease Master Agreement between the parties is hereby modified as follows:

Paragraph 37 - Default; No Waiver - atthe end of this paragraph insert the following:

"Notwithstanding anything to the contrary above, Lessee shall be in default under this Agreement if Lessee fails to comply with or observe any term, covenant or agreement contained in any document, instrument or agreement, between Lessee and any creditor of Lessee, evidencing or governing obligations for borrowed money in excess of $50,000,000 and such failure or breach shall either continue unremedied for a period of ninety (90) days after written notice thereof from the creditor or results in the borrowed money becoming payable prior to its scheduled maturity."

Prepared by: W ANSTADTT
Accepted by:
IBM Credit Corporation FLEMING COMPANIES, INC.

For or as Lessor

by Dorothy O. Brown by

Authorized Signature Authorized Signature

Dorothy O'Brien 9/30/02

Name (Type or Print) Date Name (Type or Print) Date

A476752FIBF6

NO CHANGES TO THIS ADDENDUM ARE AUTHORIZED

Sep 24, 2002 Addendum No. Q02476752-06

CERTIFIED COPY

SUPPLEMENT FOR TERMINATION OF LEASE/PREPAYMENT OF FINANCING

LESSEE:

Name: FLEMING COS INC

Address:
4160 INTERNATIONAL PL
FORT WORTH, TX 76109 4805

Customer No.: 3408833
Enterprise No.: 3410000

Attn. :
Tel. No.:

Lease Agreement No.:
Supplement No.: Q02488123-02

MACH TYPE	MOD	SERIAL NUMBER	MES/ FEATURE	OP	CURRENT RENT	P F	ORIG LSE/FIN START	ORIG TERM EXPIRE	TERMINATE/ PREPAYMENT CHARGE
9672	Z47	50742		B+	*	M	06/25/99	09/30/04	*
9672	Z47	50742	H72049	B+	*	M	08/16/00	09/30/04	*
9672	Z47	50742	H93024	B+	*	M	08/16/00	09/30/04	*
9672	R76	49479		B	*	M	11/11/98	01/30/03	*
9672	R76	49479	V69114	B	*	M	12/16/98	01/30/03	*
9672	R76	49479	B84157	B	*	M	08/29/99	01/30/03	*
9672	R76	49479	H72044	B	*	M	08/02/00	01/30/03	*
9672	R76	49479	H93114	B	*	M	08/17/00	01/30/03	*
9672	R76	49479	R48618	B	*	M	12/28/01	01/30/03	*

Quote Conditions:

Lessee commits to finance the replacement equipment with IBM Credit Corporation.

Offer of this contract (Q02488123) is contingent on signing

of associated contract: Q02476752.

Total Lease Termination Charge: $*
Total Associated Financing (Option S&T) Prepayment Charge: $*
TOTAL TERMINATION/PREPAYMENT CHARGE: $*
(BEFORE TAXES AND TRANSPORTATION CHARGES)

Termination/Prepayment Date: 2002-10-05
Supplement Expiration (Validity) Date: September 12, 2002

1. Lessee and IBM Credit Corporation ("Lessor") agree that pursuant to the above-referenced lease agreement between Lessee and Lessor ("Lease"), Lessee releases all of its interest in the leased equipment indicated above ("Leased Items") and Lessor agrees to discontinue such leases and to relieve Lessee from all continuing obligations after the Termination/Prepayment Date indicated above with respect to (a) the Leased Items, and (b) any related financing indicated as options S and T above ("Financed Items"). By signing this Supplement, Lessee agrees to comply with all the obligations under the Lease (except as explicitly provided in this Supplement) for which it would be liable if the leases/financing were to conclude upon the original term expiration. In consideration for Lessor's agreement to release Lessee from its original lease/financing obligations after the Termination/Prepayment Date, Lessee shall pay Lessor the Total Charge indicated above.

2. This Supplement is valid if (a) executed by Lessee and accepted by Lessor by the Supplement Expiration Date indicated above, (b) the Total Charge is paid or financed with Lessor by the Termination/Prepayment Date, (c) all amounts due for the Leased and Financed Items otherwise due and payable up to the Termination/Prepayment Date have been paid, and (d) any Quote Conditions indicated above have been satisfied by Lessee. If any Leased Items are not received by Lessor within 14 days after the Termination/Prepayment Date, this Supplement shall be voidable at Lessor's option and Lessee agrees to pay the prorated current Rent for each day following the Termination/Prepayment Date until the Leased Items are received by

Lessor plus liquidated damages of 3 month's Rent. Lessee is responsible for all costs associated with the preparation and return of the Equipment.

The terms of this Supplement, any prior supplements and addenda related to the Leased or Financed Items, and the Lease are the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. Lessor's "Inquiry-at-address" will be on the invoice for this transaction. Delivery of an executed counterpart of this Supplement by facsimile or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed counterpart. The Lessee understands that Lessor may maintain a copy of this Supplement in electronic form and agrees that a copy produced from the electronic form or by any other reliable means (for example, photocopy or facsimile) shall in all aspects be considered equivalent to an original.

Accepted by: IBM Credit Corporation

By:_____

Name (Type or Print) Date

Lessee:

By: Ron Griffin

Name (Type or Print) Date

IBM CREDIT CORPORATION

North Castle Drive
Armonk, NY 10504-1785
914/765-1900
www.financing.ibm.com

ADDENDUM TO SUPPLEMENT FOR TERMINATION OF
LEASE/PREPAYMENT OF FINANCING

Enterprise No. 3410000
Customer No. 3408833

Supplement No. Q02488123-02

IBM Credit Corporation and FLEMING COMPANIES, INC. (Lessee) agree that the referenced Supplement between the parties is hereby modified as follows:

On the Total Charge line - delete the reference to Transportation Charges.

Paragraph 2 - delete the last sentence which reads "Lessee is responsible for all costs associated with the preparation and return of the Equipment." and replace with the following: "Lessee is responsible for the deinstallation and packing of the Equipment."

Prepared by: S WILLER

Accepted by:
IBM Credit Corporation Lessee: FLEMING COMPANIES, INC.

by _____ by _____

Print Name Date Print Name Date

A488123B/BP4

IBM Credit Corporation

Composite Signature Page

Date Prepared: 09/18/2002

Customer No.: 3408833
Customer Name and Address:

Fleming COS Inc
4150 International Plaza Suite 100
Fort Worth, TX 76109-4805

Customer Number	Reference Number (*)	Document Description	Term	Payment Method	Agreement Amount ($)
3408833	C00113062	Term Lease Supplement			
3408833	Q0247675206	Addendum To Term Lease Supplement			
3408833	C00113015	Term Lease Supplement			
3408833	Q0248430404	Addendum To Term Lease Supplement			
3408833	C00113036	Term Lease Supplement			
3408833	Q0248435204	Addendum To Term Lease Supplement			
3408833	Q0248812302	Supplement For Termination of Lease/Prepayment of Financing			
3408833	Q0248812302	Addendum To Supplement For Termination of Lease/Prepayment of Financing			
		Payment 1 to 1 C00113062		Monthly	$1,264,877.00
		Payment 2 to 21		Monthly	$244,450.00
		Payment 22 to 23		Monthly	$244,455.00
		Payment 24 to 24		Monthly	$243,861.00
		Payment 25 to 36		Monthly	$224,418.00
		Payment ~~36 to 36~~ 37 to 37 C00113015 and C00113036		Monthly	$54,572.00

(*) Reference Numbers are the Agreement Numbers, Supplement Numbers, Schedule Numbers, Amendment Numbers and/or Addendum Numbers for the listed documents.

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