



\$150,280

September 14, 2001

FOR VALUE RECEIVED, the undersigned (hereinafter called the "Borrower") promises to pay to the order of FLEMING COMPANIES, INC., an Oklahoma corporation (the "Lender"), at 5701 N. Shartel, Oklahoma City, Oklahoma, the principal sum of One Hundred Fifty Thousand Two Hundred Eighty DOLLARS (\$150,280), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by *The Wall Street Journal*, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The Prime Rate is a reference rate which describes the base rate on corporate loans and does not necessarily represent actual transactions or the best or lowest rate of interest actually charged to any borrower. The interest rate under this Note shall be adjusted as of January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal three percent (3%) plus the Prime Rate. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate as of the last business day of the month preceding each Adjustment Date. Interest shall be computed on the basis of a year consisting of 364 days. The Borrower acknowledges that the Prime Rate effective on the date of execution of this Note is six and one-half percent (6.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of nine and one-half percent (9.5%) per annum.

Payment Terms:

This Note shall be payable in equal annual payments of principal and accrued unpaid interest commencing on September 14, 2002, and continuing on each anniversary date of this Note until September 14, 2006, at which time the outstanding principal balance, together with accrued unpaid interest shall be fully due and payable. As each installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance to the payment of principal. The entire principal balance of this Note, together with accrued interest, shall be due and payable in full on September 14, 2006 without the necessity of actual demand.

This Note may be prepaid in whole or in part at any time and from time to time, without penalty, but with interest to the date of payment on the amount prepaid.

On the failure to make any payment on this Note on or before its due date, or on the breach of or default under any other provision of this Note, or on the breach of any provision of the Facility Standby Agreement between Borrower and Lender of even date herewith, or on the breach of any provision of any other agreement between Borrower or Lender, or on the commencement of any bankruptcy proceedings by or against the maker hereof, at the option of the holder, the entire indebtedness evidenced hereby will become due, payable and collectible then or thereafter as the holder may elect, regardless of the date of maturity hereof. Notice of the

exercise of such option is hereby expressly waived. Failure by the holder to exercise such option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If any payment of principal and/or interest on this Note is not paid when due, then such payment, at the option of the holder, shall bear interest at a rate of interest equal to six percent (6%) per annum in addition to the annual rate of interest otherwise payable hereunder, provided that the total interest rate to be paid hereunder, including when such late charge is added to the Prime Rate plus three percent (3%) or otherwise, shall in no event exceed the highest rate provided by applicable law.

Payments made by Borrower may, at the option of the holder hereof, be applied as follows: First to Borrower's trade account payable to Lender or any affiliate of Lender, second to default interest, third to non-default interest and then to principal. Borrower, and each other party now or hereafter liable for payment of this Note as endorser, accommodation party, surety, guarantor or otherwise hereby: (i) waives the benefit of any and all present or future applicable exemption laws; (ii) waives presentment, the form of demand for payment, notice of dishonor and protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, or default under this Note; (iii) consents to any extensions of time for payment, renewals, releases of any party to or security for this Note, and any waivers, modifications or indulgences that may be granted or consented to by the holder respecting this Note; (iv) agrees to pay, in addition to all other sums due hereunder, all costs and expenses relating to the collection and enforcement of this Note, including reasonable attorney's fees, court costs and disbursements; (v) agrees that demand for payment hereunder may be made by any means either orally or in writing by the holder hereof, including without limitation hand delivery, mail, express or expedited delivery, telecopy or telefax and if notice of demand is given by mail, evidence of mailing to the Borrower at the address below by return receipt shall be sufficient; and (vi) agrees that any applicable statute of limitations for judicial enforcement of this Note shall not commence to run until the earlier of an actual demand or the stated maturity date set forth above, unless such maturity date is extended in writing by the holder of this Note, then such extended maturity date shall be the maturity date.

Any provision in this Note to the contrary notwithstanding, the obligations of the Borrower under this Note are intended to be limited so that in no event whatsoever, whether by reason of disbursement of the proceeds hereof or otherwise, shall the amount of interest or finance charge paid or agreed to be paid by the Borrower to the holder hereof exceed the highest lawful contract rate of interest or the maximum finance charge permissible under the law which a court of competent jurisdiction, by nonappealable order, determines to be applicable to this Note. If fulfillment of any agreement between the Borrower and the holder, at the time the performance of such agreement becomes due, involves exceeding such highest lawful contract rate for such maximum permissible finance charge, then the obligation to fulfill the same shall be reduced so that such obligation does not exceed such highest lawful contract rate or maximum permissible finance charge. If by any circumstance the holder shall ever receive as interest or finance charge an amount that would exceed the amount allowed by applicable law, the amount which may be deemed excessive shall be deemed applied to the principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the holder shall be prorated, allocated and spread throughout the full period of this Note. This paragraph shall

control all the terms of this Note and of any other document executed in connection herewith. If any provision of this Note or the application thereof to any party or encumbrance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances shall not be affected thereby, provisions of this Note being severable in such instance.

Fleming may assign, pledge or otherwise transfer this Note, in whole or in part, and may otherwise deal with this Note and all security for the repayment hereof, and any subsequent holder of this Note shall have all of the benefits, rights and privileges of Fleming hereunder and with respect to any security instrument relating hereto.

IN WITNESS WHEREOF, the undersigned has duly executed this Note as of the date first above written.

SOMETHING MORE, L.L.C., an Oklahoma
limited liability company

By *Aary Wayne Hall*