

Exhibit B

Affidavit of Louis J. Price

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
Fleming Companies, Inc., et al.,¹) Case No. 03-10945 (MFW)
) (Jointly Administered)
Debtors.)

DECLARATION OF LOUIS J. PRICE

I, Louis J. Price, make the following declaration based on personal knowledge and information obtained from the business records identified below:

1. I am a shareholder in the law firm of McAfee & Taft A Professional Corporation. I have been licensed to practice law in Oklahoma since 1978. I have represented Fleming Companies, Inc. (“Fleming”) in corporate and transactional matters since 1980. This Declaration is based on my personal knowledge, and upon my review of the business records and contracts of the Debtors on the matters addressed herein.

2. Since the mid 1990s, Fleming has conducted business with its retail customers under a contract referred to as a Facility Standby Agreement (“FSA”). I have represented Fleming in the negotiation of numerous FSAs with its retail customers, both as the direct

¹ The Debtors are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favar Concepts, Ltd.; Fleming Foods Management Co., L.L.C., Fleming Foods of Texas, L.P.; Fleming International, Ltd.; Fleming Supermarkets of Florida, Inc.; Fleming Transportation Service, Inc.; Food 4 Less Beverage Company, Inc.; Fuelserv, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; Minter-Weisman Co.; Piggly Wiggly Company; Progressive Realty, Inc.; Rainbow Food Group, Inc.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Market; that the foregoing is true and correct to t

negotiator with some of the customers and as the lead outside counsel responsible for the oversight of retail customer negotiations conducted on Fleming's behalf by others.

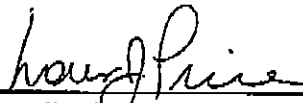
3. In conjunction with the sale of the Wholesale Distribution Business, beginning on July 22, 2003, under my supervision, a team of four attorneys from my office spent approximately 200 hours reviewing approximately four hundred FSAs entered into between Fleming and various third-party retailers. As a result of the numerous cure objections received, beginning on July 28, 2003, a team consisting of three attorneys from my office have, to the best of my knowledge, reviewed the FSAs that are the subject of objections filed by retailer objectors and received by Fleming as of July 29, 2003 at 6:00 p.m. To date, either I or someone under my supervision has reviewed approximately 165 objections asserted by a counterparty to an FSA.

4. Based on my contemporaneous involvement in the negotiation of the FSAs, and our review of the existing FSAs filed by objecting parties, I can confirm that with two exceptions, all of the FSAs with the objecting parties include mutual waivers of any consequential damage claims between the parties. Those waivers bar claims for consequential damages brought by Fleming as well as claims brought by the retail customer. The waivers are included in the Default and/or Arbitration provisions of the FSAs. A summary of the standard waiver provisions contained in the FSAs reviewed and all deviations therefrom are attached hereto as Exhibit 1.

5. The FSAs that were reviewed under my supervision and that are the subject of objections are governed by the laws of the following states: Arizona (2), Illinois (1), Iowa (4), Louisiana (3), Maryland (2), Michigan (2), Minnesota (11), Missouri (1), Mississippi (1), Nebraska (6), New Jersey (6), New York (2), Ohio (1), Oklahoma (86), Pennsylvania (20), South Dakota (3), Tennessee (15), Texas (11), Utah (6) and Wisconsin (16).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July ____, 2003.



Louis J. Price, Esq.

Exhibit 1

STANDARD PROVISIONS

"Standard" damage waiver found in default provision:

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.

"Standard" damage waiver found arbitration provision:

The parties agree (i) TO WAIVE THE RIGHT TO RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES, and (ii) that the arbitrators SHALL NOT HAVE THE POWER TO AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES unless, in the case of (i) or (ii), the arbitrator(s) or a court of competent jurisdiction determines that this limitation, under the circumstances, violates public policy.

NON-STANDARD PROVISIONS

Non-standard damage waivers found in default provisions:

- With respect to money damages, Retailer shall have no right to recover additional damages (whether characterized as consequential, punitive, indirect, or otherwise).
- In the event of such default by Fleming, 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 for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), or statutorily prescribed damages.
- Other than recovery of actual damages related to a monetary default, Retailer shall have no right to recover additional damages (whether characterized as consequential damages, punitive damages or otherwise).
- In the event of such default by Fleming, 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.
- 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), unless such limitation, under the circumstances, is unconscionable or violates public policy.
- With respect to money damages, Retailer's remedy shall be limited to the direct damages, if any, suffered by the Retailer. Retailer shall have no right to recover additional damages (whether

characterized as consequential, punitive, indirect, or otherwise) 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.

- In the event of a default by Fleming, Retailer shall also have the right to specifically enforce the obligations of Fleming. However, in no event shall Retailer have any right to recover damages (whether characterized as consequential damages, punitive damages or otherwise) other than its actual damages resulting from such default.
- Any recovery of monetary damages by Retailer shall be limited to actual, direct damages. 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 other consequential damages, punitive damages (whether identified as exemplary or otherwise), or statutorily prescribed damages.
- However, in no event will Retailer have any right to recover damages (whether characterized as consequential damages, punitive damages or otherwise) other than its actual damages resulting from such default.

Non-standard damage waivers found in arbitration provisions:

- The parties agree that the arbitrators SHALL NOT HAVE THE POWER TO AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES unless the arbitrator(s) or a court of competent jurisdiction determines that this limitation, under the circumstances, violates public policy.
- “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.”
- The parties hereby WAIVE THE RIGHT TO SEEK AND/OR RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES unless the arbitrator(s) or a court of competent jurisdiction determines that such waiver under the circumstances is unconscionable and/or violates public policy.
- The arbitrators will not award punitive, consequential or indirect damages. Each party hereby waives the right to such damages and agrees to receive only those actual damages directly resulting from the claim asserted.
- The parties hereby waive the RIGHT TO SEEK OR RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES unless the arbitrator(s) or a court of competent jurisdiction determines that this limitation, under the circumstances, is unconscionable or violates public policy.
- The arbitrators will not award consequential damages, punitive damages, indirect damages or costs of cover. Each party agrees to receive only those actual damages directly resulting from the claim asserted.
- In the event either party shall fail to perform any of their respective obligations hereunder, the nondefaulting party shall be entitled to seek an award by the arbitrator or arbitrators, as provided below, which award may be for specific performance, for actual damages (but not consequential damages, punitive damages or otherwise) or for a termination of this Agreement, or any combination thereof, as appropriate.

- The arbitrators will not award punitive damages to either Retailer or Fleming or consequential, or indirect damages to either party. Each party has waived such damages and any monetary damages shall be limited to direct damages as aforesaid.
- The arbitrators will not award punitive, consequential, or direct damages. Each party has waived the right to such damages and has agreed to receive only those direct damages directly resulting from the claims asserted as aforesaid.