

TAB 60

DEMAND NOTE

\$450,000.00

May 12, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$450,000.00), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven and one-half percent (7.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten and one-half percent (10.5%) per annum.

Payment Terms:

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Consecutive weekly installments of principal and interest with each installment in the amount of \$1,746.94, commencing on May 22, 2001, and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on May 15, 2008. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment. Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment.

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate and, (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

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 presentment, for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note; (ii) 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; (iii) 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 attorneys' fees, court costs and disbursements; (iv) 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, mailing, express 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; (v) waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions; 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 final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

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 or financial statements/information of Borrower relating hereto.

This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

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 principle 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.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, this
12 day of May, 2001.

R.S. DALE CORPORATION, an Arizona
corporation

By 

Raymond F. Dale, President

Notice Address:

6219 TRAVIA DR
FOUNTAIN HILLS AZ 85268

TAB 61

DEMAND NOTE

\$2,350,000

April 23, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of Two Million Three Hundred Fifty Thousand and no/100 Dollars (\$2,350,000.00), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven and one-half percent (7.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten and one-half percent (10.5%) per annum.

Payment Terms:

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Commencing on April 30, 2001 and continuing until May 7, 2001, Borrower shall make weekly payments of interest only. Commencing on May 14, 2001 and continuing on the same day each week until this Note is paid in full, Borrower shall make weekly payments of principal and interest in the amount necessary to fully amortize the then outstanding principal balance over a period of 260 weeks at the interest rate in effect from time to time hereunder. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on May 17, 2006. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The

Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment. Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment.

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate and, (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

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 presentment, for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note; (ii) 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; (iii) 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 attorneys' fees, court costs and disbursements; (iv) 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, mailing, express 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; (v) waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions; 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 final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

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 or financial statements/information of Borrower relating hereto.

This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

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 principle 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.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, this
23 day of APRIL, 2001.

GARRETT'S MARKETS, INC., an Arizona
corporation

By 
Raymond E. Garrett, President

Notice Address:

1060 YACADA
ALC ALCO AZ 85608

TAB 62

DEMAND NOTE

\$2,276,000

May 7, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of Two Million Two Hundred Seventy-Six Thousand and no/100 Dollars (\$2,276,000.00), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven and one-half percent (7.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten and one-half percent (10.5%) per annum.

Payment Terms:

This Note shall be payable on demand. Until such demand is made and, after such demand, until the final payment is due thereafter as set forth below, payments shall be made as follows: Commencing on May 7, 2001 and continuing until May 25, 2001, Borrower shall make weekly payments of interest only. Commencing on May 25, 2001 and continuing on the same day each week until this Note is paid in full, Borrower shall make weekly payments of principal and interest in the amount necessary to fully amortize the then outstanding principal balance over a period of 364 weeks at the interest rate in effect from time to time hereunder. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on May 18, 2008 (the "Final Payment Date"). This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. If holder makes demand for payment of the note prior to the Final Payment Date and Borrower is then current in making all weekly payments set forth above, Borrower shall have ninety (90) days from the date of demand to make final payment of all principal and interest accruing to the

date of such payment; provided however, that during such 90 day period Borrower shall continue to make weekly payments as described above. If Borrower fails to make any weekly payment during the ninety-day period between the date of a demand for payment and the final payment of amounts due hereunder, all such unpaid amounts shall be immediately due and payable without further notice. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment. Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment.

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate and, (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

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 presentment, for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note; (ii) 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; (iii) 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 attorneys' fees, court costs and disbursements; (iv) 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, mailing, express 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; (v) **waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions;** 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 final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

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 or financial statements/information of Borrower relating hereto.

This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

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 principle 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.

7th day of May, 2001. IN WITNESS WHEREOF, the undersigned has duly executed this Note, this

ADVANCED PURCHASING SYSTEMS, LLC, an
Arizona limited liability company

By

James D. Pack
James D. Pack, Manager

Notice Address:
5833 South Central
Phoenix, Arizona 85024

TAB 63

PROMISSORY NOTE

\$ 671,521.76

April 7, 2001

FOR VALUE RECEIVED, the undersigned (collectively, the "Maker") promises to pay to the order of FLEMING COMPANIES, INC. at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated in writing by the holder of this Note, the principal sum of Six hundred Seventy One Thousand Five Hundred and 76/100 DOLLARS (\$671,521.76), with interest thereon at the rate specified below, in lawful money of the United States of America, as follows:

The unpaid principal amount of this Note from time to time outstanding shall bear interest from the date hereof to maturity at a rate per annum equal to the sum of three percent (3%) plus the Prime Rate. The term "Prime Rate" means the rate of interest publicly announced by Morgan Guaranty Trust Company of New York in New York City from time to time as its Prime Rate. The Prime Rate is a reference rate and does not necessarily represent the best or lowest rate of interest actually charged to any customer of such bank. The interest rate under this Note shall be adjusted on the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal three percent (3%) plus the Prime Rate as of the last business day of the second month preceding each Adjustment Date. Interest shall be computed on the basis of a year consisting of 364 days. The Maker acknowledges that the Prime Rate effective on the date of execution of this Note is eight percent (8%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of eleven percent (11%) per annum.

This Note shall be payable in weekly installments of principal and interest in the amount of Two thousand Six hundred Forty Seven and 22/100 and 22/100 Dollars (\$2647.22), commencing on April 7, 2001, and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Maker agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. The entire principal balance of this Note, together with accrued interest, shall be due and payable in full on April 7, 2008. If any installment of this Note is not paid within ten (10) days of the date such payment is due, the Maker shall pay a late charge in the amount of five percent (5%) of such installment, or \$100, whichever is greater.

The Maker may prepay this Note in whole or in part at any time without penalty or premium. All partial prepayments will be applied in payment of the last maturing principal installments and will not postpone the due date of any subsequent weekly installments or change the amount of such installments, unless the holder shall otherwise agree in writing.

Payment of this Note is secured by a Security Agreement of even date herewith.

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, the Security Agreement or any

other agreement now or hereafter securing payment of this Note, 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.

The acceptance by the holder of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any remedies or options at that time or any subsequent time, or nullify any prior exercise of such remedy or option, without the express consent of the holder.

After maturity and at any time while any default exists in the making of any of the payments herein, whether principal or interest, or both, or in the performance or observance of any other covenants, agreements or conditions of this Note or of any agreement now or hereafter securing the indebtedness evidenced hereby, the Maker promises to pay interest on the principal balance of this Note then outstanding from the date of maturity or the date of such default until paid at the annual rate equal to the sum of five percent (5%) plus the Prime Rate from time to time in effect (but not less than the rate in effect at such maturity or on default). During the existence of any default, the holder of this Note may apply payments received on any amounts due hereunder, or under the terms of any instrument now or hereafter evidencing or securing such indebtedness, as the holder may determine. Any additional interest which has accrued shall be payable at the time of, and as a condition precedent to, the curing of any default.

The Maker agrees that if and as often as this Note is placed in the hands of an attorney for collection, or to defend or enforce any of the holder's rights hereunder, the Maker will pay to the holder hereof reasonable attorney's fees, to the extent allowed by law, together with all court costs and other expenses incurred in connection therewith, whether or not an action shall be instituted to enforce this Note.

All agreements between the Maker and the holder hereof are expressly limited so that in no event whatsoever shall the amount of interest or finance charge paid or agreed to be paid by the Maker hereunder exceed the highest lawful contractual rate of interest or the maximum finance charge permissible under the law which a court of competent jurisdiction, by final non-appealable order, determines to be applicable hereto. If fulfillment of any agreement between the Maker and the holder, at the time the performance of such agreement becomes due, involves exceeding such highest lawful contractual rate or such maximum permissible finance charge, then the obligation to fulfill the same shall be reduced to the maximum amount which does not exceed such highest lawful contractual rate or maximum permissible finance charge. If by any circumstance the holder shall ever receive as interest or finance charge an amount which 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. The terms and provisions of this paragraph shall control all other terms and provisions contained herein and in any of the other documents executed in connection herewith. If any provision of this Note or the application thereof to any party or circumstance 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, the provisions of this Note being severable in any such instance.

The Maker and the endorsers, sureties, guarantors, and all other persons who may become liable for all or any part of this obligation severally waive presentment for payment, protest and notice of nonpayment. Such parties consent to any extension of time of payment hereof, whether one or more, any renewal hereof, whether one or more, release of all or any part of the security for the payment hereof and any release of any party liable for payment of this obligation. Any such extension, renewal or release may be made at any time and from time to time without notice to any such party and without discharging such party's liability hereunder.

This Note shall be governed by, and construed in accordance with, the internal laws of the State of Oklahoma. This Note is given for an actual loan of money for business purposes and not for personal, residential, household or agricultural purposes.

IN WITNESS WHEREOF, the undersigned has executed this Note the day and year first above written.

SMIRNCO, INC., an Arizona corporation

By

Name:

Title:

Address:

18232 N. 61st Ave
Glendale AZ 85308

TAB 64

DEMAND NOTE\$585,246.00 *J*April 30, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of *Five hundred Eighty Five, Two hundred Forty Six and 00/100* DOLLARS (\$585,246.00), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven and one-half percent (7.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten and one-half percent (10.5%) per annum.

Payment Terms:

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Consecutive weekly installments of principal and interest with each installment in the amount of \$2271.98 *J*, commencing on May 9, 2001 and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on *May 2nd* 2008. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment. Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment.

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate and, (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

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 presentment, for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note; (ii) 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; (iii) 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 attorneys' fees, court costs and disbursements; (iv) 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, mailing, express 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; (v) **waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions;** 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 final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

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 or financial statements/information of Borrower relating hereto.

This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

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 principle 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.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, this
30 day of April, 2001.

SMIRNCO INC., an Arizona corporation

By 
John S. Smirniotis, Jr., President

Notice Address:
14820 Del Webb
Sun City, AZ 85351

TAB 65

DEMAND NOTE

\$588,906.60

April 24, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of FIVE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED SIX AND 60/100 DOLLARS (\$588,906.60), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven and one-half percent (7.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten and one-half percent (10.5%) per annum.

Payment Terms:

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Consecutive weekly installments of principal and interest with each installment in the amount of \$2,321.54, commencing on May 1, 2001, and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on April 24, 2008. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment. Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment.

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate and, (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

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 presentment, for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note; (ii) 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; (iii) 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 attorneys' fees, court costs and disbursements; (iv) 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, mailing, express 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; (v) **waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions;** 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 final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

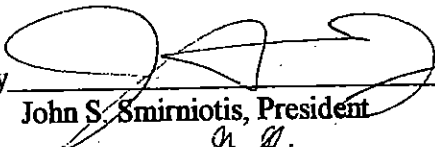
Fleming may assign, pledge or otherwise transfer this Note, in whole or in part, and may otherwise deal with this Note and all security for the repayment hereof, and any subsequent holder of this Note shall have all of the benefits, rights and privileges of Fleming hereunder and with respect to any security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

This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

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 principle 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.

24 day of April, 2001. IN WITNESS WHEREOF, the undersigned has duly executed this Note, this

SMIRNCO INC., an Arizona corporation

By 
John S. Smirniotis, President
J. S.

Notice Address:
14820 Del Webb
Sun City, AZ 85351

TAB 66

DEMAND NOTE

\$567,963.11

May 9, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of FIVE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-THREE AND 11/100 DOLLARS (\$567,963.11), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven and one-half percent (7.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten and one-half percent (10.5%) per annum.

Payment Terms:

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Consecutive weekly installments of principal and interest with each installment in the amount of \$2,204.89, commencing on May 17, 2001, and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on May 10, 2008. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment. Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment.

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate and, (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

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 presentment, for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note; (ii) 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; (iii) 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 attorneys' fees, court costs and disbursements; (iv) 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, mailing, express 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; (v) waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions; 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 final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

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 or financial statements/information of Borrower relating hereto.

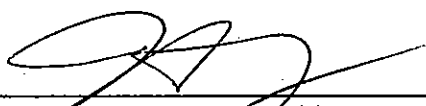
This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

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 principle 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.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, this 9th day of May, 2001.

SMIRNCO INC., an Arizona corporation

By


John S. Smirniotis, Jr., President

Notice Address:
14820 Del Webb
Sun City, AZ 85351

TAB 67

DEMAND NOTE

\$496,000

May 17, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of FOUR HUNDRED NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$496,000), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven and one-half percent (7.5%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten and one-half percent (10.5%) per annum.

NEED TO REFLECT ADJUSTMENT IN PRIME

Payment Terms:

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Consecutive weekly installments of principal and interest with each installment in the amount of \$1,925.52, commencing on May 18, 2001, and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on May 11, 2008. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment. Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment.

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate and, (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

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 presentment, for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note; (ii) 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; (iii) 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 attorneys' fees, court costs and disbursements; (iv) 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, mailing, express 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; (v) **waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions;** 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 final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

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 or financial statements/information of Borrower relating hereto.

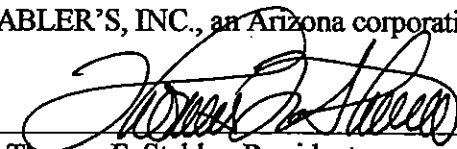
This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

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 principle 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.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, this 17th day of May, 2001.

STABLER'S, INC., an Arizona corporation

By



Thomas F. Stabler, President

Notice Address:
2039 W. Guadalupe
Mesa, Arizona 85202

TAB 68

DEMAND NOTE

\$450,000.00

May 21, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc., ("Fleming") an Oklahoma corporation, at 5701 North Shartel, Oklahoma City, Oklahoma 73118 or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$450,000.00), or so much thereof as shall be advanced from time to time, 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 (3) percentage points.

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 interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal the Prime Rate plus three (3) percentage points. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on 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 seven percent (7%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of ten percent (10%) per annum.

Payment Terms:

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Consecutive weekly installments of principal and interest with each installment in the amount of \$1,720.17, commencing on May 30, 2001, and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on May 23, 2008. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part