TAB 27

16-1128

(CALEDONIA: NY - 052)

DEMAND NOTE WITH CONFESSION OF JUDGMENT

$400,860.00 July 06, 2000

FOR VALUE RECEIVED, Caledonia Foods, L.L.C., a New York limited liability company d/b/a Caledonia Jubilee (the "Borrower"), promises to pay to the order of Fleming Companies, Inc. ("Fleming"), at 4676 Erie Street South, Massillon, Ohio 44646, 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 THOUSAND, EIGHT HUNDRED SIXTY DOLLARS ($400,860.00), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by the Wall Street Journal, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The interest rate under this Note shall be adjusted quarterly based on the Prime Rate as of 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 9.00% per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of 12% per annum.

This Note shall be payable on demand. If no demand is made, or until such demand is made, payments shall be made as follows: Consecutive equal weekly installments of principal and interest with each installment in the amount of $1,808.51. commencing on July 28, 2000, 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 in six years from the date hereof, or July 14, _____, 2006. **The Borrower understands and agrees that this Note is a demand note and may be 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 delay demand until, or make demand at any time before, the maturity date otherwise specified above.

Borrower may, at any time, and from time to time, on 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) 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 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 attorney's 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; and (v) 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.

BORROWER, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE TO BORROWER, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE CLERK OF COURT OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE STATE OF NEW YORK, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR BORROWER, TO APPEAR FOR BORROWER IN SUCH COURT AND CONFESS JUDGMENT AGAINST BORROWER AND IN FAVOR OF FLEMING, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING A DEMAND FOR PAYMENT HEREUNDER FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL PRINCIPAL INDEBTEDNESS HEREUNDER, TOGETHER WITH UNPAID INTEREST AND ATTORNEYS' FEES, WITH COSTS OF SUIT AND RELEASE OF ALL ERRORS, AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS AGREEMENT OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL SUMS DUE HEREUNDER. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO FLEMING UNDER THIS AGREEMENT OR OTHERWISE.

BORROWER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST BORROWER BY FLEMING BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, HEREBY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING

LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

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 New York, and this Note is to be governed by and construed according to the domestic laws of the State of New York without giving effect to the conflict of law provision (whether of the State of New York 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 principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the holder shall be prorated, allocated and spread throughout the full period of this Note. This paragraph shall control all the terms of this Note and of any other document executed in connection herewith. If any provision of this Note or the application thereof to any party or encumbrance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties

or circumstances shall not be affected thereby, provisions of this Note being severable in such instance.

THE BORROWER HEREBY KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE BORROWER RELATED TO OR ARISING OUT OF THIS NOTE OR ANY OTHER AGREEMENT WITH FLEMING.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending to be a sealed instrument, as of this 6 day of July, 2000.

CALEDONIA FOODS, L.L.C.
d/b/a Caledonia Jubilee

By: _____
Name: Michael J. Ward
Title: MEMBER

TAB 28

16-1129

DEMAND NOTE

$408,000 June 23, 2000

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.**, an Oklahoma corporation, at 4676 Erie St. So., Massillon, Ohio 44646, 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 Eight Thousand Dollars ($408,000), 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 nine and one-half percent (9½%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of twelve and one-half percent (12½%) 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 One Thousand Six Hundred Eighty-three and 15/100 Dollars ($1,683.15), commencing on June 30, 2000, 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 June 23, 2007. 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 (9) percentage points 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, the form of demand 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 attorney's 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 date 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 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 Ohio, and this Note is to be governed by and construed according to the domestic laws of the State of Ohio without giving effect to the conflict of law provisions (whether of the State of Ohio 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 principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the holder shall be prorated, allocated and spread throughout the full period of this Note. This paragraph shall control all the terms of this Note and of any other document executed in connection herewith. If any provision of this Note or the application thereof to any party or encumbrance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances shall not be affected thereby, provisions of this Note being severable in such instance.

IN WITNESS WHEREOF, the undersigned has duly executed this Note as of this 23RD day of June, 2000.

Notice Address:

J K Schaefer, Inc.
408 East Cleveland Road
Huron, OH 44839

J K SCHAEFER, INC.,
An Ohio Corporation

By: _____
Joseph R. Schaefer, President

[SEAL]

TAB 29

16-1130

(JOHNSONBURG: PA - 202)

DEMAND NOTE WITH CONFESSION OF JUDGMENT

$364,941.00 June 12, 2000

FOR VALUE RECEIVED, Paper City Jubilee, Inc. d/b/a Johnsonburg Jubilee, a Pennsylvania corporation (the "Borrower"), promises to pay to the order of Fleming Companies, Inc. ("Fleming"), at 4676 Erie Street South, Massillon, Ohio 44646 , on demand, the principal sum of Three Hundred Sixty-four Thousand Nine Hundred Forty-one Dollars ($364,941.00), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by the Wall Street Journal, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The Prime Rate is a reference rate which describes the base rate on corporate loans and does not necessarily represent actual transactions or the best or lowest rate of interest actually charged to any borrower. The interest rate under this Note shall be adjusted quarterly based on the Prime Rate as of January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date"). The Borrower acknowledges that the Prime Rate effective on the date of execution of this Note is 9.00% per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of 12.00% per annum.

This Note shall be payable on demand. If no demand is made, or until such demand is made, payments shall be made as follows: Consecutive equal weekly installments of principal and interest commencing on Aug 25, 2000, and on the same day of each and every week thereafter until paid in full, such that the balance of this Note is fully amortized over five years (260 weeks) from the date hereof. The initial weekly payment shall be in the amount of $ 1868.13. Borrower shall tender weekly payments to Fleming in such manner as Fleming shall direct. In the event of an adjustment of the Prime Rate, the amount of the weekly installments set forth herein shall be increased or decreased such that the weekly installment shall be in an amount sufficient to fully amortize and pay the balance of the Note

over the five-year period from the date hereof. 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 in five years from the date hereof, or June 12, 2005, with demand deemed made without the necessity of actual demand. **The Borrower understands and agrees that 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 in the absence of actual 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 delay demand until, or make demand at any time before, the maturity date otherwise specified above.

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

If any payment of principal and/or interest on this Note is not paid when due, then such payment, at the option of the holder, both before and after the entry of judgment thereon, shall bear interest at a default rate of the Prime Rate plus six percent (6%) per annum, provided that the total interest rate to be paid hereunder shall in no event exceed the highest rate provided by applicable law.

Borrower, and each other party now or hereafter liable for payment of this Note as endorser, accommodation party, surety, guarantor or otherwise hereby: (i) waives the benefit of any and all present or future applicable exemption laws; and (ii) waives presentment, the form of demand for payment, notice of dishonor and protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, or default under this Note.

This Note is secured by a Security Agreement executed by Borrower on even date herewith, granting a security interest to Fleming in certain assets of Borrower.

Fleming shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is express and in writing. No delay or failure by Fleming on any one or more occasions to exercise its rights hereunder or at law or in equity (including, without limitation, the right of acceleration) shall be construed as a novation of this Note or shall waive or prevent the subsequent exercise of such rights. An express waiver of any right shall not be construed as a waiver of Fleming's right to insist thereafter upon strict compliance with the terms hereof. No exercise of any right by Fleming shall constitute or be deemed to constitute an election of remedies by Fleming precluding the subsequent exercise by Fleming of any or all of the rights, powers and remedies available to it hereunder or at law or in equity. No

course of dealing of Fleming in exercising any right, power or privilege under this Note or under any other Agreement shall affect any other exercise thereof or exercise of any other right, power or privilege.

BORROWER, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE TO BORROWER, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR BORROWER, TO APPEAR FOR BORROWER IN SUCH COURT AND CONFESS JUDGMENT AGAINST BORROWER AND IN FAVOR OF FLEMING, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING A DEMAND FOR PAYMENT HEREUNDER FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL PRINCIPAL INDEBTEDNESS HEREUNDER, TOGETHER WITH UNPAID INTEREST AND ATTORNEYS' FEES, WITH COSTS OF SUIT AND RELEASE OF ALL ERRORS, AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS AGREEMENT OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL SUMS DUE HEREUNDER. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO FLEMING UNDER THIS AGREEMENT OR OTHERWISE.

BORROWER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST BORROWER BY FLEMING BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, HEREBY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

This Note cannot be amended, modified or terminated except by an instrument in writing signed by both parties.

The Borrower agrees to pay or cause to be paid and to save Fleming harmless against liability for the payment of all reasonable out-of-pocket expenses, including reasonable fees

and expenses of counsel for Fleming, incurred by Fleming from time to time, (v) relating to any requested amendments, waivers or consents to this Note or any other Agreement with Fleming, (w) in connection with Fleming's enforcement or preservation of rights under this Note or any other Agreement, (x) in defense of any claim by Borrower, (y) the perfection of any liens on or security interests in any collateral for this Note, and (z) the preservation, care and custody of any collateral for this Note and the collection of insurance proceeds or condemnation awards related thereto. The Borrower agrees to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by Fleming to be payable in connection with this Note or any other Agreement, and the Borrower hereby indemnifies and saves Fleming harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions. All amounts payable by the Borrower under this paragraph shall be paid upon demand by Fleming with interest, until paid, at the default rate.

If any term or provision of this Note or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Note shall be valid and enforceable to the fullest extent permitted by law.

This Note shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

Time is of the essence with respect to all of the Borrower's obligations under this Note and any other Agreement with Fleming. All representations and warranties of the Borrower contained herein or in any other Agreement with Fleming or made in connection herewith or therewith shall survive the making, execution and delivery of this Note or any other Agreement with Fleming, any investigation by Fleming or the making of any loan advance under any other Agreement. All covenants and agreements of the Borrower contained herein or in any other Agreement with Fleming shall continue in full force and effect from and after the date hereof until payment in full of all the obligations created hereby or by any other Agreement with Fleming. Without limitation, it is understood that all obligations of the Borrower to make payments to or indemnify Fleming shall survive the payment in full of the principal of and interest on the Note.

THE BORROWER HEREBY KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE BORROWER RELATED TO OR ARISING OUT OF THIS NOTE OR ANY OTHER AGREEMENT WITH FLEMING.

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

IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending to be a sealed instrument, as of this 12th day of June, 2000.

ATTEST:

By: _____
Name: Michael L. Greenthaner
Title:

PAPER CITY JUBILEE, INC. d/b/a
JOHNSONBURG JUBILEE

By: _____
Name: Steven E. Nicklas
Title: President

TAB 30

16-1131

(WATERFORD: PA - 206)

DEMAND NOTE WITH CONFESSION OF JUDGMENT

$345,780.00 MAY 10, 2000

FOR VALUE RECEIVED, Waterford Grocery Company, a Pennsylvania corporation (the "Borrower"), promises to pay to the order of Fleming Companies, Inc. ("Fleming"), at 4676 Erie Street South, Massillon, Ohio 44646, on demand, the principal sum of Three Hundred Forty-five Thousand Seven Hundred Eighty Dollars ($345,780.00), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by the Wall Street Journal, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The Prime Rate is a reference rate which describes the base rate on corporate loans and does not necessarily represent actual transactions or the best or lowest rate of interest actually charged to any borrower. The interest rate under this Note shall be adjusted quarterly based on the Prime Rate as of January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date"). The Borrower acknowledges that the Prime Rate effective on the date of execution of this Note is 9.00% per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of 12.00% per annum.

This Note shall be payable on demand. If no demand is made, or until such demand is made, payments shall be made as follows: Consecutive equal weekly installments of principal and interest commencing on MAY 10, 2000, and on the same day of each and every week thereafter until paid in full, such that the balance of this Note is fully amortized over five years (260 weeks) from the date hereof. The initial weekly payment shall be in the amount of $ 1,775.61. Borrower shall tender weekly payments to Fleming in such manner as Fleming shall direct. In the event of an adjustment of the Prime Rate, the amount of the weekly installments set forth herein shall be increased or decreased such that the weekly installment shall be in an amount sufficient to fully amortize and pay the balance of the Note over the five-year period from the date hereof. As each weekly installment is paid, the same

A169826:

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 in five years from the date hereof, or MAY 10, 2005, with demand deemed made without the necessity of actual demand. **The Borrower understands and agrees that 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 in the absence of actual 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 delay demand until, or make demand at any time before, the maturity date otherwise specified above.

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

If any payment of principal and/or interest on this Note is not paid when due, then such payment, at the option of the holder, both before and after the entry of judgment thereon, shall bear interest at a default rate of the Prime Rate plus six percent (6%) per annum, provided that the total interest rate to be paid hereunder shall in no event exceed the highest rate provided by applicable law.

Borrower, and each other party now or hereafter liable for payment of this Note as endorser, accommodation party, surety, guarantor or otherwise hereby: (i) waives the benefit of any and all present or future applicable exemption laws; and (ii) waives presentment, the form of demand for payment, notice of dishonor and protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, or default under this Note.

This Note is secured by a Security Agreement executed by Borrower on even date herewith, granting a security interest to Fleming in certain assets of Borrower.

Fleming shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is express and in writing. No delay or failure by Fleming on any one or more occasions to exercise its rights hereunder or at law or in equity (including, without limitation, the right of acceleration) shall be construed as a novation of this Note or shall waive or prevent the subsequent exercise of such rights. An express waiver of any right shall not be construed as a waiver of Fleming's right to insist thereafter upon strict compliance with the terms hereof. No exercise of any right by Fleming shall constitute or be deemed to constitute an election of remedies by Fleming precluding the subsequent exercise by Fleming of any or all of the rights, powers and remedies available to it hereunder or at law or in equity. No course of dealing of Fleming in exercising any right, power or privilege under this Note or

under any other Agreement shall affect any other exercise thereof or exercise of any other right, power or privilege.

BORROWER, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE TO BORROWER, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR BORROWER, TO APPEAR FOR BORROWER IN SUCH COURT AND CONFESS JUDGMENT AGAINST BORROWER AND IN FAVOR OF FLEMING, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING A DEMAND FOR PAYMENT HEREUNDER FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL PRINCIPAL INDEBTEDNESS HEREUNDER, TOGETHER WITH UNPAID INTEREST AND ATTORNEYS' FEES, WITH COSTS OF SUIT AND RELEASE OF ALL ERRORS, AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS AGREEMENT OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL SUMS DUE HEREUNDER. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO FLEMING UNDER THIS AGREEMENT OR OTHERWISE.

BORROWER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST BORROWER BY FLEMING BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, HEREBY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

This Note cannot be amended, modified or terminated except by an instrument in writing signed by both parties.

The Borrower agrees to pay or cause to be paid and to save Fleming harmless against liability for the payment of all reasonable out-of-pocket expenses, including reasonable fees and expenses of counsel for Fleming, incurred by Fleming from time to time, (v) relating to

any requested amendments, waivers or consents to this Note or any other Agreement with Fleming, (w) in connection with Fleming's enforcement or preservation of rights under this Note or any other Agreement, (x) in defense of any claim by Borrower, (y) the perfection of any liens on or security interests in any collateral for this Note, and (z) the preservation, care and custody of any collateral for this Note and the collection of insurance proceeds or condemnation awards related thereto. The Borrower agrees to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by Fleming to be payable in connection with this Note or any other Agreement, and the Borrower hereby indemnifies and saves Fleming harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions. All amounts payable by the Borrower under this paragraph shall be paid upon demand by Fleming with interest, until paid, at the default rate.

If any term or provision of this Note or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Note shall be valid and enforceable to the fullest extent permitted by law.

This Note shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

Time is of the essence with respect to all of the Borrower's obligations under this Note and any other Agreement with Fleming. All representations and warranties of the Borrower contained herein or in any other Agreement with Fleming or made in connection herewith or therewith shall survive the making, execution and delivery of this Note or any other Agreement with Fleming, any investigation by Fleming or the making of any loan advance under any other Agreement. All covenants and agreements of the Borrower contained herein or in any other Agreement with Fleming shall continue in full force and effect from and after the date hereof until payment in full of all the obligations created hereby or by any other Agreement with Fleming. Without limitation, it is understood that all obligations of the Borrower to make payments to or indemnify Fleming shall survive the payment in full of the principal of and interest on the Note.

THE BORROWER HEREBY KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE BORROWER RELATED TO OR ARISING OUT OF THIS NOTE OR ANY OTHER AGREEMENT WITH FLEMING.

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

IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending to be a sealed instrument, as of this 10th day of MAY, 2000.

WATERFORD GROCERY COMPANY

By: _____
Name: Philip S. Chase
Title: PRESIDENT

TAB 31

16-1134

(NORTHEAST: PA - 230)

DEMAND NOTE WITH CONFESSION OF JUDGMENT

$1,363,501 September 1, 2000

FOR VALUE RECEIVED, SANDER BROTHERS, Inc., a Pennsylvania corporation d/b/a Northeast Jubilee (the ABorrower≅), promises to pay to the order of Fleming Companies, Inc. ("Fleming"), at 4676 Erie Street South, Massillon, Ohio 44646, 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 ONE MILLION, THREE HUNDRED SIXTY THREE THOUSAND, FIVE HUNDRED ONE DOLLARS ($1,363,501.00), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by the Wall Street Journal, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The interest rate under this Note shall be adjusted quarterly based on the Prime Rate as of 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 9.50% per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of 12.5% per annum.

This Note shall be payable on demand. If no demand is made, or until such demand is made, payments shall be made as follows: Borrower shall tender weekly payments to Fleming in the amount of $5,624.93 for a period of seven (7) years (364 weeks) commencing on Sept 21, 2000 and continuing until Sept 14, 2007. In the event of an adjustment of the Prime Rate, the amount of the weekly installments set forth herein shall be increased or decreased such that the weekly installment shall be in an amount sufficient to fully

{A188327:}

amortize and pay the balance of the Note over seven years from the date hereof. 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 in seven years from the date hereof, or Sept 14, 2007. **The Borrower understands and agrees that this Note is a demand note and may be 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 delay demand until, or make demand at any time before, the maturity date otherwise specified above.

Borrower may, at any time, and from time to time, on 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) 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 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 attorney's 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; and (v) 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.

BORROWER, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE TO BORROWER, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY OR THE CLERK OF COURT OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR BORROWER, TO APPEAR FOR BORROWER IN SUCH COURT AND CONFESS JUDGMENT AGAINST BORROWER AND IN FAVOR OF FLEMING, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING A DEMAND FOR PAYMENT HEREUNDER FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL PRINCIPAL INDEBTEDNESS HEREUNDER, TOGETHER WITH UNPAID INTEREST AND ATTORNEYS= FEES, WITH COSTS OF SUIT AND RELEASE OF ALL ERRORS, AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS AGREEMENT OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL SUMS DUE HEREUNDER. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO FLEMING UNDER THIS AGREEMENT OR OTHERWISE.

BORROWER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST BORROWER BY FLEMING BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, HEREBY WAIVES

THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

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 Commonwealth of Pennsylvania, and this Note is to be governed by and construed according to the domestic laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law provision (whether of the Commonwealth of Pennsylvania 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 principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the holder shall be prorated, allocated and spread throughout the full period of this Note. This paragraph shall control all the terms of this Note and of any other document executed in connection herewith. If

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

THE BORROWER HEREBY KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE BORROWER RELATED TO OR ARISING OUT OF THIS NOTE OR ANY OTHER AGREEMENT WITH FLEMING.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending to be a sealed instrument, as of this 1st day of SEPT, 2000.

SANDER BROTHERS, INC.
d/b/a Northeast Jubilee

By: _____
Name: Stanley J. Sander
Title: President

{A188327:}

TAB 32

16-1135

(PORT ALLEGANY: PA - 025)

DEMAND NOTE WITH CONFESSION OF JUDGMENT

$479,400.00

August 30, 2000

FOR VALUE RECEIVED, Ayers Enterprises, L.L.C., a Pennsylvania limited liability company d/b/a Port Allegany Jubilee (the "Borrower"), promises to pay to the order of Fleming Companies, Inc. ("Fleming"), at 4676 Erie Street South, Massillon, Ohio 44646, 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 SEVENTY NINE THOUSAND, FOUR HUNDRED DOLLARS ($479,400.00), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by the Wall Street Journal, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The interest rate under this Note shall be adjusted quarterly based on the Prime Rate as of 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 9.50% per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of 12.5% per annum.

This Note shall be payable on demand. If no demand is made, or until such demand is made, payments shall be made as follows: Borrower shall tender weekly payments to Fleming in the amount of $1,977.70 for a period of seven (7) years (364 weeks) commencing on Sept 21, 2000 and continuing until Sept 14, 2007. In the event of an adjustment of the Prime Rate, the amount of the weekly installments set forth herein shall be increased or decreased such that the weekly installment shall be in an amount sufficient to fully

{A188843:}

amortize and pay the balance of the Note over seven years from the date hereof. 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 in three years from the date hereof, or Sept 14, 2007. **The Borrower understands and agrees that this Note is a demand note and may be 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 delay demand until, or make demand at any time before, the maturity date otherwise specified above.

Borrower may, at any time, and from time to time, on 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) 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 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 attorney's 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

{A188843:}

at the address below by return receipt shall be sufficient; and (v) 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.

BORROWER, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE TO BORROWER, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY OR CLERK OF COURT OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR BORROWER, TO APPEAR FOR BORROWER IN SUCH COURT AND CONFESS JUDGMENT AGAINST BORROWER AND IN FAVOR OF FLEMING, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING A DEMAND FOR PAYMENT HEREUNDER FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL PRINCIPAL INDEBTEDNESS HEREUNDER, TOGETHER WITH UNPAID INTEREST AND ATTORNEYS' FEES, WITH COSTS OF SUIT AND RELEASE OF ALL ERRORS, AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS AGREEMENT OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL SUMS DUE HEREUNDER. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO FLEMING UNDER THIS AGREEMENT OR OTHERWISE.

BORROWER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST BORROWER BY FLEMING BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, HEREBY WAIVES

THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

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 Commonwealth of Pennsylvania, and this Note is to be governed by and construed according to the domestic laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law provision (whether of the Commonwealth of Pennsylvania 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 principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the holder shall be prorated, allocated and spread throughout the full period of this Note. This paragraph shall control all the terms of this Note and of any other document executed in connection herewith. If

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

THE BORROWER HEREBY KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE BORROWER RELATED TO OR ARISING OUT OF THIS NOTE OR ANY OTHER AGREEMENT WITH FLEMING.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending to be a sealed instrument, as of this 30 day of August, 2000.

AYERS ENTERPRISES, L.L.C.
d/b/a Port Allegany Jubilee

By: _____
Name: Ralph W. Ayers
Title: Member

{A188843:}

TAB 33

16-1136

(COUDERSPORT: PA - 022)

DEMAND NOTE WITH CONFESSION OF JUDGMENT

$548,760.00 September 10, 2000

FOR VALUE RECEIVED, Swank Foods, Inc., a Pennsylvania corporation d/b/a Coudersport Jubilee (the "Borrower"), promises to pay to the order of Fleming Companies, Inc. ("Fleming"), at 4676 Erie Street South, Massillon, Ohio 44646, 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 FORTY EIGHT THOUSAND, SEVEN HUNDRED SIXTY DOLLARS ($548,760.00), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by the Wall Street Journal, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The interest rate under this Note shall be adjusted quarterly based on the Prime Rate as of 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 9.50% per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of 12.5% per annum.

This Note shall be payable on demand. If no demand is made, or until such demand is made, payments shall be made as follows: Borrower shall tender weekly payments to Fleming in the amount of $2263.83 for a period of seven (7) years (364 weeks) commencing on Sept 21, 2000 and continuing until Sept 14, 2007. In the event of an adjustment of the Prime Rate, the amount of the weekly installments set forth herein shall be increased or decreased such that the weekly installment shall be in an amount sufficient to fully amortize and pay the balance of the Note over seven years from the date hereof. As each weekly

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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 in three years from the date hereof, or Sept 14, 2007. **The Borrower understands and agrees that this Note is a demand note and may be 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 delay demand until, or make demand at any time before, the maturity date otherwise specified above.

Borrower may, at any time, and from time to time, on 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) 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 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 attorney's 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; and (v) agrees that any applicable statute

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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.

BORROWER, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE TO BORROWER, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY OR CLERK OF COURT OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR BORROWER, TO APPEAR FOR BORROWER IN SUCH COURT AND CONFESS JUDGMENT AGAINST BORROWER AND IN FAVOR OF FLEMING, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING A DEMAND FOR PAYMENT HEREUNDER FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL PRINCIPAL INDEBTEDNESS HEREUNDER, TOGETHER WITH UNPAID INTEREST AND ATTORNEYS' FEES, WITH COSTS OF SUIT AND RELEASE OF ALL ERRORS, AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS AGREEMENT OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL SUMS DUE HEREUNDER. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO FLEMING UNDER THIS AGREEMENT OR OTHERWISE.

BORROWER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST BORROWER BY FLEMING BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, HEREBY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY

CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF BORROWER, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

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 Commonwealth of Pennsylvania, and this Note is to be governed by and construed according to the domestic laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law provision (whether of the Commonwealth of Pennsylvania 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 principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the holder shall be prorated, allocated and spread throughout the full period of this Note. This paragraph shall control all the terms of this Note and of any other document executed in connection herewith. If any provision of this Note or the application thereof to any party or encumbrance is held invalid

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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.

THE BORROWER HEREBY KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST THE BORROWER RELATED TO OR ARISING OUT OF THIS NOTE OR ANY OTHER AGREEMENT WITH FLEMING.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending to be a sealed instrument, as of this 10TH day of SEPTEMBER, 2000.

SWANK FOODS, INC.
d/b/a Coudersport Jubilee

By: Stanley A. Swank
Name: Stanley A. Swank
Title: President

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