

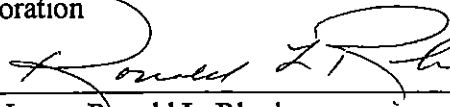
hereunder and with respect to any security instrument or financial statements/information of Borrower relating hereto.

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  
22 day of October, 1999.

RHODES GROCERY, INC., a Kansas  
corporation

By   
Name: Ronald L. Rhodes  
Title: President

Notice Address:

Rhodes Grocery Inc  
310 E CENTENNIAL DR  
Pittsburg, KS  
66762

TAB 192

DEMAND NOTE

\$2,700,000

February 21, 2003

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 Seven Hundred Thousand Dollars (\$2,700,000), 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 and one-half (3.5) 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 and one-half (3.5) 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 four and one-quarter percent (4.25%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of seven and three-quarters percent (7.75%) 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 \$9,616.03 commencing on February 28, 2003, 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 February 12, 2010. 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 the benefit of any and all present or future applicable exemption laws; (ii) 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; (iii) consents to any extensions of time for payment, renewals, releases of any party to or security for this Note, and any waivers, modifications or indulgences that may be granted or consented to by the holder respecting this Note; (iv) agrees to pay, in addition to all other sums due hereunder, all costs and expenses relating to the collection and enforcement of this Note, including reasonable attorneys' fees, court costs and disbursements; (v) agrees that demand for payment hereunder may be made by any means either orally or in writing by the holder hereof, including without limitation hand delivery, 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; (vi) **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 (vii) 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  
21<sup>st</sup> day of February, 2003.

RHODES GROCERY OF MISSOURI, INC., a  
Missouri corporation

By   
Ronald L. Rhodes, President

Notice Address:  
310 East Centennial Drive  
Pittsburg, Kansas 66762

TAB 193

03-1191

PROMISSORY NOTE

\$354,387.00

JANUARY 13, 1992

FOR VALUE RECEIVED, the undersigned (the "Maker") promises to pay to the order of FLEMING COMPANIES, INC. at 2301 Plaza Promenade, Oklahoma City, Oklahoma, or at such other place as may be designated in writing by the holder of this Note, the principal sum of Three Hundred Fifty Four Thousand Three Hundred Eighty Seven DOLLARS (\$354,387), 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 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 6 1/2% per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of 9 1/2% per annum.

This Note shall be payable in weekly installments of principal and interest in the amount of One Thousand Seven Hundred Thirteen and 50/100 Dollars (\$1,713.50), commencing on JANUARY 13<sup>th</sup>, 1992 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 JANUARY 21, 1997. 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.

This Note evidences indebtedness incurred under, and is subject to the terms and provisions of, a Loan Agreement of even date between the Maker and the payee named herein. Payment of this Note is secured by a Security Agreement and other collateral documents as described in the Loan Agreement.

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 Loan Agreement, 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 endorser, 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 whose law governs the Loan Agreement. 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.

Garsco, Inc.

ATTEST:

Kay Garner  
Secretary

By

Charles J. Garner  
Charles J. Garner,  
President

(Seal)

Address:

2301 Plaza Promenade  
Oklahoma City, OK 73107

TAB 194

GRID DEMAND NOTE

\$1,400,000.00

November 9, 1993

FOR VALUE RECEIVED, the undersigned (hereinafter called the "Borrower"), promises to pay to the order of SCRIVNER, INC., a Delaware corporation, at 5701 North Shartel, Post Office Box 26030, Oklahoma City, Oklahoma 73126, on demand the principal sum of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) or so much as is advanced hereunder by Scrivner, Inc. to Borrower under the terms of this Note, as evidenced by the Funding Grid attached hereto and made a part hereof, together with interest payments 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 two percent (2%).

The term "Prime Rate" means that particular rate of interest from time to time publicly announced or published as such, whether or not actually adopted and used, as its prime commercial loan rate for its best corporate customers by Morgan Guaranty Trust Company of New York, or its successors, assigns or other representatives in the event of merger, consolidation or other corporate reorganization or dissolution. The rate of interest payable on this Demand Note shall be adjusted automatically as of the opening of business on the effective date of any change in the Prime Rate. Interest will be calculated and paid for the actual number of days elapsed based on a three hundred sixty (360) day year. Payments shall be made in lawful money of the United States of America in immediately available funds at the principal office of Scrivner, Inc., or at such other location as the holder hereof may designate.

The advances made from time to time hereunder shall be noted on the Funding Grid attached hereto and made a part hereof. 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.

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.

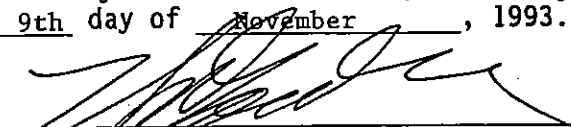
If any payment of principal and/or interest on this Note is not paid when due, then such payment, at the option of the holder, shall bear interest at an additional rate of interest equal to six percent (6%) per annum, provided that the total interest rate to be paid hereunder, including when such late charge is added to the Prime Rate plus 2% or otherwise, shall in no event exceed the highest rate provided by applicable law.

Payments made by Borrower may, at the option of the holder hereof, be applied as follows: First to trade account, second to default interest, third to non-default interest and then to principal. Borrower, and each other party now or hereafter liable for payment of this Note as endorser, accommodation party, surety, guarantor or otherwise hereby: (i) waives the benefit of any and

all present or future applicable exemption laws; (ii) waives presentment, the form of demand for payment, notice of dishonor and protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, or default under this Note; (iii) consents to any extensions of time for payment, renewals, releases of any party to or security for this Note, and any waivers, modifications or indulgences that may be granted or consented to by the holder respecting this Note; (iv) agrees to pay, in addition to all other sums due hereunder, all costs and expenses relating to the collection and enforcement of this Note, including reasonable attorney's fees, court costs and disbursements; (v) agrees that demand for payment hereunder may be made by any means either orally or in writing by the holder hereof, including without limitation hand delivery, 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 (vi) agrees that any applicable statute of limitations for judicial enforcement of this Note shall not commence to run until the earlier of an actual demand or the stated maturity date set forth above, unless such maturity date is extended in writing by the holder of this Note, then such extended maturity date shall be the maturity date.

Scrivner, Inc. 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 Scrivner, Inc. hereunder and with respect to any security instrument relating hereto.

IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending it to be a sealed instrument, as of this 9th day of November, 1993.

  
Thomas D. Goodner, Individual

### FUNDING GRID

ATTACHED to and made a part of that certain Grid Demand Note in the amount of \$1,400,000.00 by Thomas D. Goodner made payable to Scrivner, Inc., dated November 9, 1993.

**AMOUNT**

DATE ADVANCED

crh\working.mlm\3goodner.gdn

TAB 195

## ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (the "Assignment") is entered into as of the 6<sup>th</sup> day of June, 2001 by and between GOODNER'S SUPER MARKET ELK PLAZA, INC., an Oklahoma corporation ("Assignor"), GOODNER'S DISCOUNT FOODS, L.L.C., an Oklahoma limited liability company ("Assignee") and FLEMING COMPANIES, INC., an Oklahoma corporation ("Lender").

A. On September 9, 1993, Assignor entered into a \$2,225,000 Grid Demand Note (the "Note") in favor of Scrivner, Inc., predecessor in interest to Lender, a copy of which is attached hereto as Exhibit "A" and made a part hereof. The outstanding principal balance of the Note, together with accrued unpaid interest, as of April 1, 2001 is \$630,417.22.

B. At the time the Note was made, it was the intention of both Assignor and Lender that the loan proceeds be used for the purpose of establishing a retail grocery store at 1715 N. Highway 81, Duncan, Oklahoma. Furthermore, it was the intent of Assignor and Lender that upon formation of a business entity to operate the retail grocery store, all assets acquired with the loan proceeds and all obligations under the loan would be assigned to and assumed by such business entity, with Assignor being released from any further obligations under the Note.

C. Assignee was formed December 17, 1993 for the purpose of operating the Store. Assignee is the current owner of the assets acquired with the loan proceeds.

D. As set forth in this Assignment, Assignee has agreed to assume Assignor's obligations under the Note, and Lender has agreed to release Assignor from any further obligations thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns the Note to Assignee.
2. Assumption. Assignee hereby accepts the foregoing assignment from Assignor and assumes and agrees to pay, perform and discharge all of the obligations of the Assignor under and with regard to the Note. Assignee agrees and acknowledges that there are no defenses, counterclaims or right of offset to payment of the Note in accordance with its terms.
3. Release. Lender hereby releases the Assignor from any and all obligations under the Note accruing from and after the date hereof.
4. Consent. Lender hereby consents to the assumption by Assignee of the Note and the obligations evidenced thereby.
5. Note Payment Schedule. Effective on the date hereof, the Note shall be amended to provide for monthly payments of principal and interest in accordance with the Schedule attached hereto as "Exhibit B" and a final maturity date of February 1, 2004. The



interest payment and rate reflected on Exhibit B is by way of example only and is not intended to amend the interest rate payable under the Note.

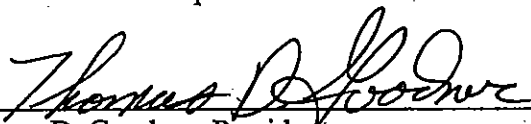
6. Binding Effect. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED AND DELIVERED the day and year first written above.

"ASSIGNOR"

GOODNER'S SUPER MARKET ELK PLAZA,  
INC., an Oklahoma corporation

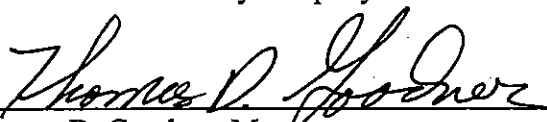
By

  
Thomas D. Goodner, President

"ASSIGNEE"

GOODNER'S DISCOUNT FOODS, L.L.C., an  
Oklahoma limited liability company


By

  
Thomas D. Goodner, Manager

"LENDER"

FLEMING COMPANIES, INC., an Oklahoma  
corporation

By

  
William C. Mee, Vice President

\$2,225,000.00

SEPTEMBER 9, 1993

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, (hereinafter called the "Borrower"), promises to pay to the order of SCRIVNER, INC., a Delaware corporation, at 5701 North Shartel, Post Office Box 26030, Oklahoma City, Oklahoma 73126, on demand the principal sum of Two Million Two Hundred Twenty-Five Thousand and No/100 Dollars (\$2,225,000.00) or so much as is advanced hereunder by Scrivner, Inc. to Borrower under the terms of this Note, as evidenced by the Funding Grid attached hereto and made a part hereof, together with interest payments 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 two percent (2%).

The term "Prime Rate" means that particular rate of interest from time to time publicly announced or published as such, whether or not actually adopted and used, as its prime commercial loan rate for its best corporate customers by Morgan Guaranty Trust Company of New York, or its successors, assigns or other representatives in the event of merger, consolidation or other corporate reorganization or dissolution. The rate of interest payable on this Demand Note shall be adjusted automatically as of the opening of business on the effective date of any change in the Prime Rate. Interest will be calculated and paid for the actual number of days elapsed based on a three hundred sixty (360) day year. Payments shall be made in lawful money of the United States of America in immediately available funds at the principal office of Scrivner, Inc., 1301 Southeast 59th Street, Post Office Box 26146, Oklahoma City, Oklahoma 73126, or at such other location as the holder hereof may designate.

Payment Terms:

This Note shall be payable on demand. If no demand is made, or until such demand is made, payments shall be made as follows: until the full Two Million Two Hundred Twenty-Five Thousand and No/100 Dollars (\$2,225,000.00) is advanced hereunder, the undersigned shall pay interest on the outstanding principal amount monthly on the first day of each month. Upon funding of the full Two Million Two Hundred Twenty-Five Thousand and No/100 Dollars (\$2,225,000.00), or upon written notice by Scrivner, Inc., payments shall be made as follows: principal shall be payable in eighty-four (84) consecutive monthly installments of Eighteen Thousand Five Hundred Forty-One and 66/100 Dollars (\$18,541.66) each. Each monthly installment of principal shall be due and payable on the first day of each month beginning with the DECEMBER 1, 1993 payment through and including the last installment on NOVEMBER 1, 2000, with a final balloon payment of all outstanding principal and interest due on NOVEMBER 1, 2000. Interest shall be payable in eighty-four (84) consecutive monthly installments beginning DECEMBER 1, 1993 and continuing on the first day of each month thereafter until NOVEMBER 1, 2000, at which time the entire principal and all interest accrued thereon shall be due and payable, with demand deemed made without the necessity of actual demand. The advances made from time to time hereunder shall

be noted on the Funding Grid attached hereto and made a part hereof. The undersigned understands and agrees that the suggested payment terms, as set forth herein, or as set forth in any other agreement between the parties hereto, shall in no way affect the demand status of the obligations evidenced by this Note. 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, shall bear interest at an additional rate of interest equal to six percent (6%) per annum, provided that the total interest rate to be paid hereunder, including when such late charge is added to the Prime Rate plus 2% or otherwise, shall in no event exceed the highest rate provided by applicable law.

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

This Note is secured by, among other things, a Security Agreement dated as of SEPTEMBER 9, 1993, executed by Borrower granting a security interest in certain assets of Borrower. Although a default is not necessary to make a demand hereunder, additional indebtedness is covered by the Security Agreement and reference is made to the Security Agreement for provisions concerning default

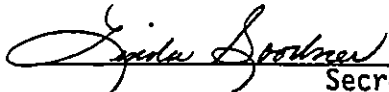
thereunder, in order to especially inform Borrower of certain events which are important to Scrivner, Inc. The foregoing reference to the Security Agreement shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

Scrivner, Inc. 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 Scrivner, Inc. hereunder and with respect to any security instrument relating hereto.

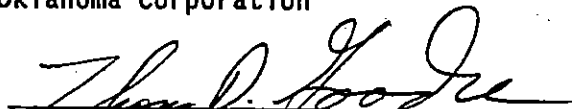
IN WITNESS WHEREOF, the undersigned has duly executed this Note, intending it to be a sealed instrument, as of this 9<sup>th</sup> day of September, 1993.

ATTEST:

GOODNER'S SUPER MARKET ELK PLAZA, INC.  
An Oklahoma Corporation

  
[SEAL] Secretary

By:

  
Thomas D. Goodner, President



**EXHIBIT B**

04/10/01

Fleming Companies, Inc.  
 Monthly Note Amortization Schedule  
 Goodner's Discount Foods, L.L.C.  
 Note #003-1300

<u>Month</u>	<u>Begin Balance</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Principal</u>	<u>Payment</u>	<u>End Balance</u>
04/01/01	630,417.22	10.00%	5,253.48	18,541.66	23,795.14	611,875.56
05/01/01	611,875.56	10.00%	5,098.96	18,541.66	23,795.14	593,333.90
06/01/01	593,333.90	10.00%	4,944.45	18,541.66	23,795.14	574,792.24
07/01/01	574,792.24	10.00%	4,789.94	18,541.66	23,795.14	556,250.58
08/01/01	556,250.58	10.00%	4,635.42	18,541.66	23,795.14	537,708.92
09/01/01	537,708.92	10.00%	4,480.91	18,541.66	23,795.14	519,167.26
10/01/01	519,167.26	10.00%	4,326.39	18,541.66	23,795.14	500,625.60
11/01/01	500,625.60	10.00%	4,171.88	18,541.66	23,795.14	482,083.94
12/01/01	482,083.94	10.00%	4,017.37	18,541.66	23,795.14	463,542.28
01/01/02	463,542.28	10.00%	3,862.85	18,541.66	23,795.14	445,000.62
02/01/02	445,000.62	10.00%	3,708.34	18,541.66	23,795.14	426,458.96
03/01/02	426,458.96	10.00%	3,553.82	18,541.66	23,795.14	407,917.30
04/01/02	407,917.30	10.00%	3,399.31	18,541.66	23,795.14	389,375.64
05/01/02	389,375.64	10.00%	3,244.80	18,541.66	23,795.14	370,833.98
06/01/02	370,833.98	10.00%	3,090.28	18,541.66	23,795.14	352,292.32
07/01/02	352,292.32	10.00%	2,935.77	18,541.66	23,795.14	333,750.66
08/01/02	333,750.66	10.00%	2,781.26	18,541.66	23,795.14	315,209.00
09/01/02	315,209.00	10.00%	2,626.74	18,541.66	23,795.14	296,667.34
10/01/02	296,667.34	10.00%	2,472.23	18,541.66	23,795.14	278,125.68
11/01/02	278,125.68	10.00%	2,317.71	18,541.66	23,795.14	259,584.02
12/01/02	259,584.02	10.00%	2,163.20	18,541.66	23,795.14	241,042.36
01/01/03	241,042.36	10.00%	2,008.69	18,541.66	23,795.14	222,500.70
02/01/03	222,500.70	10.00%	1,854.17	18,541.66	23,795.14	203,959.04
03/01/03	203,959.04	10.00%	1,699.66	18,541.66	23,795.14	185,417.38
04/01/03	185,417.38	10.00%	1,545.14	18,541.66	23,795.14	166,875.72
05/01/03	166,875.72	10.00%	1,390.63	18,541.66	23,795.14	148,334.06
06/01/03	148,334.06	10.00%	1,236.12	18,541.66	23,795.14	129,792.40
07/01/03	129,792.40	10.00%	1,081.60	18,541.66	23,795.14	111,250.74
08/01/03	111,250.74	10.00%	927.09	18,541.66	23,795.14	92,709.08
09/01/03	92,709.08	10.00%	772.58	18,541.66	23,795.14	74,167.42
10/01/03	74,167.42	10.00%	618.06	18,541.66	23,795.14	55,625.76
11/01/03	55,625.76	10.00%	463.55	18,541.66	23,795.14	37,084.10
12/01/03	37,084.10	10.00%	309.03	18,541.66	23,795.14	18,542.44
01/01/04	18,542.44	10.00%	154.52	18,541.66	23,795.14	0.78
02/01/04	0.78	10.00%	0.01	0.78	23,795.14	0.00
03/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
04/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
05/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
06/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
07/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
08/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
09/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
10/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
11/01/04	0.00	10.00%	0.00	0.00	0.00	0.00
			91,935.96	630,417.22	832,829.79	

TAB 196

DEMAND NOTE

\$1,452,381.00

Feb 17, 1998

FOR VALUE RECEIVED, the undersigned(hereinafter called "Borrower"), promises to pay to the order of Fleming Companies, Inc., an Oklahoma corporation, at 6301 Waterford Boulevard, Oklahoma City, Oklahoma 73126, 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 FOUR HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED EIGHTY-ONE AND 00/100 DOLLARS (\$1,452,381.00), together 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 until April 1, 2005 at a rate per annum equal to the sum of two percent (2%) plus the Prime Rate. Beginning on April 1, 2005 and continuing to March 28, 2008, the unpaid principal amount of this Note from time to time outstanding shall bear interest 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 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. For the period from the date hereof until April 1, 2005, 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 two percent (2%) plus the Prime Rate. For the period from April 1, 2005 until March 28, 2008, the interest rate under this Note shall be adjusted as of the Adjustment Date to equal three percent (3%) plus the Prime Rate. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate as 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. Borrower acknowledges that the Prime Rate effective on the date of execution of this Note is eight and one-half percent (8.5%) 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 FOUR THOUSAND FIVE HUNDRED THIRTEEN AND 98/100 DOLLARS (\$4,513.98), commencing on April 17, 1998, and on continuing the same day of each and every week thereafter until April 1, 2005. On April 8, 2005 (the "Recalculation Date"), the weekly payment shall be recalculated. The new weekly payment (the "Recalculated Payment") shall be the amount necessary to amortize the unpaid principal amount of this Note outstanding as of the Recalculation Date over a three-year period at an interest rate equal to the Prime Rate (as of the Recalculation Date) plus three percent (3%). Beginning on the Recalculation Date, and until demand for payment is made, payments shall be made as follows: consecutive weekly installments of principal and interest with each installment in the



amount of the Recalculated Payment, commencing on April 8, 2005, and continuing on the same day of each and every week thereafter until March 28, 2008, when the entire principal balance of this Note together with accrued interest, shall be due and payable 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. 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. 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 weekly 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 weekly 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 payment, notice of dishonor and of nonpayment, protest, 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 Borrower at the address below by return receipt shall be sufficient; (v) **waiver their right, if any, to a jury trial for any action, course of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transaction**, and (vi) agrees that any applicable statute of limitations for judicial enforcement of this

Note shall not commence to run until the earlier of an actual demand or the stated maturity date set forth above, unless such maturity date is extended in writing by the holder of this Note, then such extended maturity date shall be the maturity date.

This Note is secured by, among other things, an Amended and Restated Security Agreement of even date herewith executed by Borrower granting a security interest in certain assets of Borrower. The Amended and Restated Security Agreement secures additional indebtedness of Borrower and contains provisions concerning default with respect to the additional indebtedness. It is not necessary that one of the events of default specified in the Amended and Restated Security Agreement occur before the holder of this Note may demand payment hereunder. The reference in the Amended and Restated 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.

The holder of this Note 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 the holder hereunder and with respect to any security instrument relating hereto.

This Note is made by Borrower and accepted by the Lender 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 any 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 Lender shall be prima facie evidence of the amount owing on this Note.


Any provision in this Note to the contrary notwithstanding, the obligations of 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 Borrower to the holder hereof 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 nonappealable order, determines to be applicable to this Note. If fulfillment of any agreement between Borrower 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 so that such obligation 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 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 other 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, the provisions of this Note being severable in any such instance.

This Amended and Restated Demand Note is executed, delivered and accepted not in payment of, but for the sole purpose of amending and restating that certain Grid Demand Note dated March 9, 1993 in the principal amount of Two Million Dollars (\$2,000,000) made by the Maker to the Payee, as modified by that certain Note Modification Agreement dated September 27, 1995.

IN WITNESS WHEREOF, the undersigned has duly executed this Note this  
17 day of February, 1998.

DICUS CASH SUPER MARKET, INC., an  
Oklahoma corporation

By   
Jim Dicus, President

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TAB 197

**DEMAND NOTE**

\$353,872.00

February 17, 1998

FOR VALUE RECEIVED, the undersigned (hereinafter called "Borrower"), promises to pay to the order of Fleming Companies, Inc., an Oklahoma corporation, at 6301 Waterford Boulevard, Oklahoma City, Oklahoma 73126, 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 THREE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-TWO AND 00/100 DOLLARS (\$353,872.00), together 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 until April 1, 2005 at a rate per annum equal to the sum of two percent (2%) plus the Prime Rate. Beginning on April 1, 2005 and continuing to March 28 2008, the unpaid principal amount of this Note from time to time outstanding shall bear interest 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 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. For the period from the date hereof until April 1, 2005, 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 two percent (2%) plus the Prime Rate. For the period from April 1, 2005 until March 28, 2008, the interest rate under this Note shall be adjusted as of the Adjustment Date to equal three percent (3%) plus the Prime Rate. The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate as 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. Borrower acknowledges that the Prime Rate effective on the date of execution of this Note is eight and one-half percent (8.5%) 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 ONE THOUSAND NINETY-NINE AND 83/100 DOLLARS (\$1099.83), commencing on April 17, 1998, and on continuing the same day of each and every week thereafter until April 1, 2005. On April 8, 2005 (the "Recalculation Date"), the weekly payment shall be recalculated. The new weekly payment (the "Recalculated Payment") shall be the amount necessary to amortize the unpaid principal amount of this Note outstanding as of the Recalculation Date over a three-year period at an interest rate equal to the Prime Rate (as of the Recalculation Date) plus three percent (3%). Beginning on the Recalculation Date, and until demand for payment is made, payments shall be made as follows: consecutive weekly installments of principal and interest with each installment in the amount of

the Recalculated Payment, commencing on April 8, 2005, and continuing on the same day of each and every week thereafter until March 28, 2008, when the entire principal balance of this Note together with accrued interest, shall be due and payable 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. 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. 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 weekly 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 weekly 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 payment, notice of dishonor and of nonpayment, protest, 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 Borrower at the address below by return receipt shall be sufficient; (v) **waiver their right, if any, to a jury trial for any action, course of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transaction**, and (vi) agrees that any applicable statute of limitations for judicial enforcement of this

Note shall not commence to run until the earlier of an actual demand or the stated maturity date set forth above, unless such maturity date is extended in writing by the holder of this Note, then such extended maturity date shall be the maturity date.

This Note is secured by, among other things, an Amended and Restated Security agreement executed by Borrower granting a security interest in certain assets of Borrower. The Amended and Restated Security Agreement secures additional indebtedness of Borrower and contains provisions concerning default with respect to the additional indebtedness. It is not necessary that one of the events of default specified in the Amended and Restated Security Agreement occur before the holder of this Note may demand payment hereunder. The reference in the Amended and Restated 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.

The holder of this Note 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 the holder hereunder and with respect to any security instrument relating hereto.

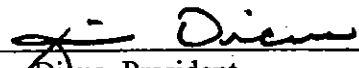
This Note is made by Borrower and accepted by the Lender pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to any conflict 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 Lender shall be prima facie evidence of the amount owing on this Note.

Any provision in this Note to the contrary notwithstanding, the obligations of 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 Borrower to the holder hereof 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 nonappealable order, determines to be applicable to this Note. If fulfillment of any agreement between Borrower 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 so that such obligation 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 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 other 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, the provisions of this Note being severable in any such instance.

IN WITNESS WHEREOF, the undersigned has duly executed this Note this  
1<sup>st</sup> day of July, 1998.

DICUS WAREHOUSE FOOD STORES OF  
ADA, INC., an Oklahoma corporation

By   
Jim Dicus, President

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



TAB 198

Sold in 1996 Trust

136-1465

# PROMISSORY NOTE

\$760,000.00

July 22, 1996

FOR VALUE RECEIVED, the undersigned (the "Maker") promises to pay to the order of FLEMING COMPANIES, INC. at P. O. Box 26028, Oklahoma City, Oklahoma 73126, or at such other place as may be designated in writing by the holder of this Note, the principal sum of SEVEN HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$760,000.00), 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 reported by The Wall Street Journal, Southwest Edition, from time to time as the 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 and one-quarter percent (8.25%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of eleven and one-quarter percent (11.25%) per annum.

This Note shall be payable in weekly installments of principal and interest in the amount of Three Thousand Eighteen and 98/100 Dollars (\$3,018.98), commencing on July 26, 1996, 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, the 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 July 22, 2003. 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.

This Note evidences indebtedness incurred under, and is subject to the terms and provisions of, a Loan Agreement of even date between the Maker and the payee named herein. Payment of this Note is secured by a Security Agreement and other collateral documents as described in the Loan Agreement.

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 Loan Agreement, 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 whose law governs the Loan Agreement. 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.

BRISSA, INC., an Oklahoma  
corporation

By Brian E. Honel  
Brian E. Honel, President

Address:

4601 N. Peoria  
Tulsa, Oklahoma 74125