EXHIBIT A

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made as of the 6 day of June, 2003, by and between FLEMING COMPANIES, INC., an Oklahoma corporation ("Seller"), and Kinsley Equities II Limited Partnership, a Pennsylvania limited partnership ("Purchaser").

A. Seller and certain affiliates thereof filed a voluntary petition (the "Petition") for relief pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §101 et seq., as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on April 1, 2003 (the "Filing Date"). Seller has operated its business as a debtor-in-possession (as defined in Section 1101 of Bankruptcy Code) as authorized by Sections 1107 and 1108 of the Bankruptcy Code since the Filing Date

B. Seller owns certain Real Property and Improvements (as hereinafter defined) located in York, Pennsylvania.

C. In connection with and in furtherance of Seller's liquidation plan of reorganization, Seller desires to sell, and Purchaser desires to purchase the Property (as hereinafter defined) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1: PROPERTY/PURCHASE PRICE

1.1 Certain Basic Terms.

(a) Seller and Notice Address:

Fleming Companies, Inc.
1945 Lakepointe Drive
P. O. Box 299013
Lewisville, TX 75029
Attn: Mr. Charles L. Hall
Telephone: 972 906 8057
Facsimile: (972) 906-2303

With a copy to:

McAfee & Taft
Tenth Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, OK 73102-7103
Attn: Richard A. Riggs, Esq.
Telephone: (405) 552-2265
Facsimile: (405) 235-0439

(b) Purchaser and Notice Address:

Kinsley Equities II Limited Partnership
For U.S. Mail Delivery:
6259 Reynolds Mill Road
Seven Valleys, PA 17360
For Hand Delivery:
2700 Water Street
York, PA 17403

Attn: Robert A. Kinsley
Telephone: 717/741-3841
Facsimile: 717/741-5292

(c) Title Company:

Chicago Title Insurance Company
171 North Clark Street
Chicago, IL 60601
Attn: Cindy Malone
Telephone: (312) 223-3361
Facsimile:

(d) Purchaser's Attorney:

Barley, Snyder Senft & Cohen, LLC
100 East Market Street
York, PA 17401
Attn: Jeffrey D. Lobach, Esquire
Telephone: (717) 846-8888
Facsimile: (717) 852-4020

(e) Effective Date of this Agreement: The latest date of execution by Seller or Purchaser, as indicated on the signature page, which date shall be inserted in the first paragraph of this Agreement.

(f) Purchase Price: Subject to the prorations, adjustments, and credits hereinafter provided, the purchase price ("Purchase Price") for the Property shall be Five Million Seven Hundred Thousand and No/00 Dollars ($5,700,000).

(g) Earnest Money: Two Hundred Eighty-Five Thousand and No/00 Dollars ($285,000), together with interest thereon. See paragraph 1.3 below.

(h) Closing Date: Such date following the satisfaction of the conditions to the parties' obligations to close, as the parties may agree, provided that such date shall be no later than thirty (30) days after the Bankruptcy Court's entry of the Sale Order (but no earlier than thirty (30) days after the Effective Date), except as otherwise provided in paragraph 3.3 of this Agreement.

1.2 **Property**. Subject to the terms and conditions of this Agreement, and subject to the entry of the Sale Order (as defined in paragraph 4.2), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (collectively, the "Property"): The real property located at 1100 N. Sherman Street, Springettsbury Township, York County, Pennsylvania, and identified as Tax Parcels 34A, 34B and 34F on York County Tax Map JI, being the real property consisting of approximately 24.75 acres described on the attached Exhibit A

(which description is subject to confirmation by the Title Company) and shown on the attached Exhibit B Site Plan (the "Real Property"), together with (i) all improvements located thereon ("Improvements"), (ii) the fixtures located thereon used in the operation of the building, including the heating, ventilation, air conditioning, fire sprinklers, and related equipment, and (iii) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such Real Property.

1.3 Earnest Money. Within three (3) business days after receipt of a fully executed copy of this Agreement, Purchaser shall deposit the Earnest Money with Chicago Title Insurance Company, or such other title company as Seller may designate. The Earnest Money shall be invested for the benefit of Purchaser in a sound financial institution's money market fund or account that pays interest or dividends, in an account separate from the Title Company's personal and business accounts. The Earnest Money shall include any interest earned thereon. The Earnest Money shall be credited to the Purchase Price at Closing. Upon entry of the Sale Order (as defined in paragraph 4.2) by the Bankruptcy Court, the Earnest Money shall no longer be refundable to Purchaser, except in the event of an election by Purchaser to terminate the Agreement prior to Closing pursuant to paragraphs 2.3, 3.2, 3.3 or 7.1.

ARTICLE 2: INSPECTION

2.1 Due Diligence. Prior to execution of this Agreement, Purchaser and its authorized agents and representatives have made such examinations, inspections and investigations of the Property as they deem necessary or desirable (the "Inspections"). Subject to Purchaser's review of title and survey as provided in paragraph 2.3 of this Agreement, Purchaser has determined at Purchaser's sole expense and absolute judgment and discretion that the Property conditions are acceptable to Purchaser. Prior to Closing, Purchaser shall continue to have reasonable access to the Property during normal business hours upon reasonable notice for the purpose of conducting any additional Inspections reasonably required by Purchaser. Purchaser shall keep the Property free and clear of any liens and will indemnify and hold Seller harmless from all claims and liabilities (including reasonable attorney's fees) asserted or imposed against Seller as a result of any such Inspections by Purchaser, its agents, employees or representatives. If any Inspection disturbs or damages the Property, Purchaser will restore the Property to substantially the same condition as existed prior to any such Inspection. The obligations of the Purchaser under this paragraph shall survive the Closing and delivery of the Deed or the earlier termination of the Agreement.

2.2 Adverse Conditions. As a condition to Purchaser's obligation to close, the physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear, loss by casualty or condemnation (as permitted under this Agreement) and conditions created or caused by Purchaser or its contractors, employees, Affiliates, or other related or similar parties excepted.

2.3 Title and Survey. Not later than two (2) business days after the Effective Date of this Agreement, Seller will order (i) a current commitment for title insurance (the "Title Commitment") which binds the Title Company to issue to Purchaser at Closing a current ALTA

Owner's Policy of Title Insurance covering the Property in the full amount of the Purchase Price (the "Title Policy"); and (ii) true, correct and legible copies of any and all documents or instruments referenced in the Title Commitment. Not later than two (2) business days after receipt of the Title Commitment, unless Purchaser waives the right to do so, Purchaser will order a survey of the Real Property and Improvements (the "Survey"). Purchaser shall have a period of ten (10) days after receipt of all items described in this paragraph (but in no event more than twenty-one (21) days after receipt of the Title Commitment) to notify Seller of any objections to any matter reflected in such material having a material adverse effect on the use, occupancy or value of the Property. As used in this Agreement, the term "Permitted Exceptions" shall mean current real property taxes and assessments and all items shown as exceptions in the Title Commitment other than those to which Purchaser objects in accordance with this paragraph, and any other item or matter that does not have a material adverse effect on the value of the Property. Seller may, but shall not be obligated to, eliminate or cause the Title Company to insure over any items to which Purchaser has objected as provided herein to the satisfaction of Purchaser by the Closing Date. In the event Seller is unable or unwilling to eliminate or modify, or cause the Title Company to insure over, such items, Seller shall so notify Purchaser within five (5) business days after Purchaser's notice to Seller and Purchaser shall, within five (5) days after such notice from Seller (a) waive such unacceptable exceptions and other matters, or (b) terminate this Agreement. Any failure of Purchaser to make such election within such five (5) day period shall be deemed an election to terminate this Agreement. If Purchaser terminates this Agreement as provided in this paragraph, the Escrow Agent and Seller shall immediately return the Earnest Money to Purchaser, and neither party shall thereafter have any further obligation to the other hereunder except as specifically provided.

ARTICLE 3: OPERATIONS AND RISK OF LOSS

3.1 Offers to Lease. In the event prior to Closing Seller receives any inquiries regarding a third party's interest to lease all or part of the Property, Seller shall use its best efforts to provide to Purchaser the name and contact for the person or entity making such inquiry.

3.2 Damage. In the event of any material damage to or destruction of the Property or any portion thereof prior to Closing, Seller shall notify Purchaser of such damage or destruction and Purchaser, as its sole remedy in respect thereof may, at its option, by notice to Seller given within ten (10) business days after Seller notifies Purchaser of such damage or destruction (and if necessary the Closing Date shall be extended to give Purchaser the full 10-business day period to make such election): (i) terminate this Agreement and the Earnest Money shall be immediately returned to Purchaser, or (ii) proceed under this Agreement, receive any insurance proceeds due Seller as a result of such damage or destruction and assume responsibility for such repair, and Purchaser shall receive a credit at Closing of any deductible, uninsured or coinsured amount under said insurance policies not to exceed $100,000. If Purchaser fails to give such notice to Seller as set forth above, it shall be deemed to have elected (i). If the Property is not materially damaged, then Purchaser shall not have the right to terminate this Agreement, but Seller shall, at its cost, repair the damage before the Closing in a manner reasonably satisfactory to Purchaser or if repairs cannot be completed before the Closing, credit Purchaser at Closing for the reasonable

cost to complete the repair. "Material damage" and "Materially damaged" means damage reasonably exceeding $100,000 in costs to repair.

3.3 Condemnation. In the event any proceedings in eminent domain are threatened in writing or instituted by any body having the power of eminent domain with respect to the Property or a Substantial Portion thereof, Purchaser may, at its option, by notice to Seller given within ten (10) business days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be extended to give Purchaser the full 10 business day period to make such election): (i) terminate this Agreement in which event the Earnest Money shall be immediately returned to Purchaser or (ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser fails to give such notice to Seller as set forth above, it shall be deemed to have elected (i). As used in this paragraph, the term "Substantial Portion" means either ten percent (10%) or more of the square footage of the principal buildings located on the Property or twenty-five percent (25%) or more of the then-current fair market value of the Property, as determined by independent appraisal conducted in good faith.

ARTICLE 4: CLOSING

4.1 Closing. The consummation of the transaction contemplated herein ("Closing") shall occur on the Closing Date at the offices of the Title Company. Closing shall occur through an escrow with the Title Company. Funds shall be wire transferred by Purchaser to the Title Company to be deposited and held in a closing escrow account with a bank satisfactory to Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct the Title Company to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

4.2 Sale Order. The parties agree that this Agreement and each party's respective obligations to close hereunder shall remain subject to the entry of an order in form and substance reasonably satisfactory to Seller and to Purchaser (the "Sale Order") by the Bankruptcy Court approving the sale and transfer of the Property free and clear of any interest in such Property of any entity to the extent permissible under Section 363(f) of the Bankruptcy Code. Notwithstanding the foregoing, Purchaser agrees and acknowledges that its execution of this Agreement constitutes an irrevocable offer to purchase the Property in accordance with the terms of this Agreement. If the Bankruptcy Court shall have denied the entry of a Sale Order with respect to the purchase and sale of the Property pursuant to the terms of this Agreement, then this Agreement shall immediately terminate, the Earnest Money shall be returned to Purchaser, and thereafter neither party shall have any rights or obligations hereunder except for those obligations that expressly survive the termination of this Agreement.

4.3 Other Conditions to the Parties' Obligations to Close. In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Purchaser, on the other

hand, to consummate the transactions contemplated hereunder shall be contingent upon the following:

(a) The other party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date. For purposes of this clause (a), if a representation is made to knowledge, but the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation, such event shall constitute a failure of this condition only, and not a default by the party making the representation;

(b) As of the Closing Date, the other party shall have performed in all material respects its obligations hereunder and all deliveries to be made at Closing have been tendered;

(c) This Agreement shall not have been terminated pursuant to paragraphs 2.1, 2.3, 3.2, or 3.3 hereof.

(d) Except in connection with matters that will be resolved by the Sale Order, there shall exist no pending or threatened in writing action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.

4.4 Seller's Deliveries at Closing. Seller shall deliver at Closing the following:

(a) **Deed**. A special warranty deed in the form of Exhibit E, as modified to conform to Pennsylvania law, executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title to the Real Property, subject only to the Permitted Exceptions (the "Deed");

(b) **State Law Disclosures**. Such disclosures and reports as are required by Pennsylvania and local law in connection with the conveyance of real property;

(c) **FIRPTA**. A Foreign Investment in Real Property Tax Act affidavit executed by Seller. If Seller fails to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Purchaser may proceed with withholding provisions as provided by law;

(d) **Authority**. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company; and

(e) **Additional Documents**. Any additional documents that Purchaser, the Purchaser's Attorney or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement; provided, however, Seller shall have no obligation to execute or deliver any affidavit, indemnity, undertaking or similar document.

4.5 **Purchaser's Deliveries at Closing.** Purchaser shall deliver at Closing the following:

(a) **Purchase Price**. On the Closing Date, the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, deposited by Purchaser with the Title Company in immediate, same-day federal funds wired for credit into the Title Company's escrow account;

(b) **State Law Disclosures**. Such disclosures and reports as are required by Pennsylvania and local law in connection with the conveyance of real property; and

(c) **Authority**. Evidence of the existence, organization, and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to Seller.

(d) **Additional Documents**. Any additional documents that Seller, the Purchaser's Attorney or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

4.6 **Closing Statements.** At Closing, Seller and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company.

4.7 **Closing Costs.** Purchaser shall pay (a) one-half of the charges of the Title Company for closing the transaction, (b) the cost of all Purchaser's due diligence; (c) one-half of the expenses of or related to the Title Commitment and issuance of the Title Policy, including one-half of the premium for the Title Policy; (d) Purchaser's legal fees and expenses; (e) one-half of any recording taxes or fees; (f) one-half of the cost of any transfer, grantor or revenue taxes and stamps applicable to the sale; and (g) the cost of all performances by Purchaser of its obligations hereunder. Seller shall pay (a) one-half of the charges of the Title Company for closing the transaction; (b) one-half of the expenses of or related to the Title Commitment and issuance of the Title Policy, including one-half of the premium for the Title Policy (but not including the premium for any lender's title policy); (c) one-half of any recording taxes or fees; (d) one-half of the cost of any transfer, grantor or revenue taxes and stamps applicable to the sale (but not including mortgage tax, if any); (e) Seller's legal fees and expenses; and (f) the cost of all performances by Seller of its obligations hereunder.

4.8 **Possession.** At Closing, Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Permitted Exceptions. If Seller has not removed all equipment and personal property from the Property (other than fixtures attached to the Real Property or to the buildings located on the Real Property) prior to Closing, such equipment and personal property shall be deemed to have been abandoned by Seller.

ARTICLE 5: PRORATIONS

5.1 **Prorations.** The items in subparagraph (a) and (b) of this Paragraph 5.1 shall be prorated on an accrual basis between Seller and Purchaser as of the close of business on the day immediately preceding the Closing Date, the Closing Date being a day of income and expense to Purchaser:

(a) **Taxes and Assessments.** Purchaser shall receive a credit for any accrued but unpaid real estate taxes and assessments ("Taxes") (including without limitation any special assessments or assessments imposed by private covenant) applicable to any period before the Closing Date. Seller shall receive a credit for any Taxes that it has paid that are applicable to the period beginning on the Closing Date and continuing thereafter. To the extent any assessments, other than ad valorem taxes, are payable after the Closing Date (other than the portion of the assessment payable solely in respect of the year of Closing, which shall be prorated), such assessments will not be prorated but will be the obligation of Purchaser. If the amount of any such taxes has not been determined as of Closing, such credit shall be based on 100 percent of the most recent ascertainable taxes and shall be reprorated upon issuance of the final tax bill.

(b) **Utilities.** It shall be assumed that charges for gas, water, electricity, heat, fuel sewer and other utilities relating to the Property were uniformly incurred during the billing period in which the Closing Date occurs. The parties will cooperate to have the service for gas, water, electricity, heat, fuel, sewer and other utilities relating to the Property switched to Purchaser's name as of the date of Closing.

5.2 **Termination of Contracts.** Seller shall terminate prior to the Closing, at no cost or expense to Purchaser, any and all service contracts affecting the Property or take other action so that such contracts do not survive the Closing as binding on Purchaser or the Property.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 **Seller's Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that, except to the extent set forth on the Seller Disclosure Schedule attached hereto as Exhibit C:

(a) **Organization and Authority.** Seller is duly organized, existing and in good standing under the laws of the State of Oklahoma, and has all requisite corporate power and authority to own the Property. Subject to the Bankruptcy Court's entry of the Sale Order, Seller has the power and authority to enter into and perform its obligations under this Agreement, this Agreement has been duly and validly authorized by Seller, and no other action on the part of Seller is required in connection with this Agreement. Subject to the Bankruptcy Court's entry of the Sale Order, when executed, this Agreement shall constitute a valid and binding obligation of Seller that is enforceable against Seller in accordance with the terms of this Agreement.

(b) **Conflicts and Pending Actions or Proceedings**. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. With the exception of the bankruptcy proceeding referenced in Recital A and matters that will be resolved by the Sale Order, there is no action or proceeding pending or, to Seller's knowledge, threatened in writing against Seller or relating to the Property, including, without limitation, any condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(c) **Notice of Violations or Defects**. To Seller's knowledge, Seller has not received: (i) any notice in writing from any governmental body that the Property or the use thereof violates in any material respect any governmental law or regulation or any covenants or restrictions encumbering the Property, which notice, to Seller's knowledge remains unresolved with the issuing governmental body; (ii) any notice in writing that any material physical defect exists in the Improvements other than that resulting from ordinary wear and tear.

(d) **Brokers and Finders**. At Closing, Seller will pay a commission to WCM Investment Company ("WCM"), if the retention application for WCM is approved by the Bankruptcy Court. The commission paid to WCM will be in an amount consistent with the terms of the retention application and any fee application. Except for WCM, Seller has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement. Seller shall indemnify and hold Purchaser harmless from any loss, liability, damage, cost, or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Purchaser by reason of any claim to any broker's, finder's, or other fee in connection with this transaction by a person or entity claiming to have acted on behalf of Seller.

(e) **Notice of Special Assessments**. To Seller's knowledge, Seller has not received any written notice and has no knowledge (nor has Seller conducted any independent investigation thereof) of any pending or threatened liens, special assessments (other then assessments included in regular ad valorem real estate tax bills), condemnations, or impositions.

(f) **Seller's Knowledge**. The phrase "Seller's knowledge" or "to the best of Seller's knowledge" or language of similar import as to the representations, warranties, covenants and other information requested of Seller in this Agreement and in the Closing documents refers to the actual knowledge, as of the date of this Agreement, without obligation of further review of files or other additional inquiry, of Charles L. Hall. Seller represents and warrants that Charles L. Hall is the officer currently employed by the Seller who has the most actual knowledge about the matters in which Seller makes representations "to Seller's knowledge" or "to the best of Seller's knowledge."

6.2 Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that, except to the extent set forth on the Seller Disclosure Schedule attached hereto as Exhibit D:

(a) **Organization and Authority**. Purchaser is a duly organized limited partnership, existing and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly and validly authorized by Purchaser, and no other action on the part of Purchaser is required in connection with this Agreement. When completed, this Agreement shall constitute a valid and binding obligation of Purchaser that is enforceable against Purchaser in accordance with the terms of this Agreement.

(b) **Conflicts and Pending Action**. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened in writing against Purchaser that challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(c) **Brokers and Finders**. Purchaser has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions comtemplated by this Agreement. Purchaser shall indemnify and hold Seller harmless from any loss, liability, damage, cost, or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Seller by reason of any claim to any broker's, finder's, or other fee in connection with this transaction by a person or entity claiming to have acted on behalf of Purchaser.

(d) **Purchaser's Knowledge**. The phrase "Purchaser's knowledge" or "to the best of Purchaser's knowledge" or language of similar import as to the representations, warranties, covenants and other information requested of Purchaser in this Agreement and in the Closing documents refers to the actual knowledge, as of the date of this Agreement, without obligation of further review of files or other additional inquiry, of Timothy J. Kinsley. Purchaser represents and warrants that Timothy J. Kinsley is the individual currently employed by the Purchaser who has the most actual knowledge about the matters in which Purchaser makes representations "to Purchaser's knowledge" or "to the best of Purchaser's knowledge."

6.3 Property Sold As-Is. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN PARAGRAPH 6.1 OF THIS AGREEMENT (THE "EXPRESS WARRANTIES"), PURCHASER AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING DATE AND WITHOUT ANY OTHER WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION (INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION OR ENVIRONMENTAL MATTERS OR CONDITIONS), FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, NATURE, OR TYPE BY SELLER AS TO THE CONDITION OF THE PROPERTY.

EXCEPT FOR THE EXPRESS WARRANTIES, SELLER DISCLAIMS, AND PURCHASER HEREBY RELEASES SELLER FROM ALL RESPONSIBILITY AND

LIABILITY FOR, ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL LAWS) AND ANY CLAIMS MADE OR OBLIGATIONS OR LIABILITIES IMPOSED PURSUANT THERETO; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; (I) THE YEAR 2000 COMPLIANCE OF ANY SYSTEM OR OTHER ELEMENT OF THE PROPERTY; OR (J) ANY OTHER MATTER WITH RESPECT TO THE CONDITION OF THE PROPERTY.

PURCHASER HEREBY WAIVES, RELEASES AND AGREES NOT TO MAKE ANY CLAIM OR BRING ANY CONTRIBUTION, COST RECOVERY OR OTHER ACTION AGAINST SELLER OR ANY OF SELLER'S SUCCESSORS OR ASSIGNS OR ANY CONTROLLING PERSON OR OTHER AFFILIATE OF SELLER, UNDER THE FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT ("CERCLA"), COMMON LAW, OR ANY OTHER SIMILAR FEDERAL, STATE OR LOCAL LAW OR REGULATION NOW EXISTING OR HEREAFTER ENACTED.

EXCEPT FOR THE EXPRESS WARRANTIES, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE CONDITION OF THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER AND SELLER AGREE THAT THEY HAVE BEEN REPRESENTED BY COUNSEL OF THEIR CHOICE IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THIS AGREEMENT OR OTHERWISE AGREED TO IN WRITING, SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR, OR IMPROVE ANY OF THE PROPERTY. FOR PURPOSES OF THIS PARAGRAPH, THE PROPERTY SHALL INCLUDE ANY PERSONAL PROPERTY BEING TRANSFERRED TO PURCHASER HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH 6.3 INCLUDING WITHOUT LIMITATION THE RELEASE SET FORTH ABOVE, SHALL SURVIVE THE CLOSING.

ARTICLE 7: DEFAULT AND REMEDIES

7.1 Seller's Default. If this transaction fails to close as a result of Seller's default (all material conditions to Seller's obligations having been satisfied or waived), Purchaser may either enforce specific performance, or terminate this Agreement and receive a refund of the Earnest Money and all reasonable expenses incurred by Purchaser under this Agreement, thereby waiving all other rights or remedies in the event of such default by Seller.

7.2 Purchaser's Default. If this transaction fails to close due to the default of Purchaser, then Seller's sole and exclusive remedy in such event shall be to terminate this Agreement and to retain the Earnest Money as liquidated damages, Seller waiving all other rights or remedies in the event of such default by Purchaser, except for the obligations that expressly survive termination as set forth in Paragraph 2.2. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. For purposes of this Paragraph, default shall include Purchaser's failure to pay the Purchase Price in full when due, or any other breach of a representation, warranty or covenant in any material respect. Promptly upon becoming aware of any default, Seller shall notify Purchaser.

ARTICLE 8: MISCELLANEOUS

8.1 Parties Bound. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void, provided, however, that Purchaser may assign this Agreement to any of its Affiliates. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. For the purposes of this paragraph, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with the Purchaser or (b) an entity at least a majority of whose economic interest is owned by Purchaser; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

8.2 Headings. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

8.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

8.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the Commonwealth of Pennsylvania.

8.5 **Survival.** The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

8.6 **No Third Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

8.7 **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. No other contracts, warranties, promises or representations, either oral or in writing, relating to the subject matter of this Agreement shall bind either party. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

8.8 **Time.** Time is of the essence in the performance of this Agreement.

8.9 **SUBMISSION TO JURISDICTION.** EACH PARTY HERETO HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

8.10 **Attorneys' Fees.** Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

8.11 **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Paragraph 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, in which case notice shall be deemed delivered upon confirmed transmission of such notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel for the Purchaser shall be deemed given by Purchaser and notices given by counsel for the Seller shall be deemed given by Seller.

8.12 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

8.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

8.14 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

8.15 Exhibits.

(a) The Exhibits referred to in this Agreement are attached hereto and made part of this Agreement and will be prepared with reasonable specificity. Any item disclosed in the Exhibits attached hereto under any specific paragraph number shall be deemed to have been disclosed by Seller for all purposes of this Agreement in response to every paragraph of this Agreement. The parties agree that the mere inclusion of an item in the Exhibits to this Agreement shall not be deemed an admission by Seller that such item represents a material exception or fact, event or circumstance or that such item would result in a material adverse effect with respect to the Property. In no event shall Seller have any liability by virtue of its failure to disclose in response to any paragraph of this Agreement items that are disclosed herein in response to another paragraph of this Agreement.

(b) Seller may, from time to time prior to or at Closing, by notice in accordance with this Agreement, supplement or amend or at the Seller Disclosure Schedule to include any matters (i) which, if existing or occurring before or at the date of this Agreement, would have caused any representation or warranty of Seller to be untrue or incorrect if not set forth or described in the Seller Disclosure Schedule, and (ii) hereafter arising prior to the Closing Date which, if existing or occurring before or at the date of this Agreement, would have been required to be set forth or described in the Seller Disclosure Schedule, it being hereby agreed and understood that in each case any such amendment or supplement to the Seller Disclosure Schedule shall not operate to cure any prior breach by Seller of any representation or warranty to which such amendment or supplement to the Seller Disclosure Schedule relates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

FLEMING COMPANIES, INC., an Oklahoma corporation

By: _____

Name: Charles L. Hall

Title: Senior Vice President

Dated: June 6, 2003

PURCHASER:

KINSLEY EQUITIES II LIMITED PARTNERSHIP, a Pennsylvania limited partnership

By: KIN, LLC, General Partner

By: _____

Robert A. Kinsley, Managing Member

Dated: _____

RECEIPT

Title Company hereby acknowledges receipt of the Earnest Money deposit in the amount of $285,000 described in paragraph 1.3 of the Agreement and agrees that it will hold and disburse such funds, together with any other funds coming into its possession pursuant to the Agreement, strictly in accordance with the terms of the Agreement and hereby agrees to act as escrow agent in accordance with the terms of this Agreement.

Dated this 10th day of June, 2003.

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation

By Linda Tyrell
ESCROW OFFICER ~~Vice President~~

LIST OF EXHIBITS

EXHIBITS

A - Legal Description of Property

B - Site Plan of Property

C - Seller Disclosure Schedule

D - Purchaser Disclosure Schedule

E - Special Warranty Deed

EXHIBIT A

Legal Description

Tract 1

ALL THAT CERTAIN tract of land with the improvements thereon, situate in Springettsbury Township, York County, Pennsylvania in and in accordance with a certain plan for Beulah B. Caplinger, dated July 12, 1995, prepared by Gordon L. Brown & Associates, Inc., registered surveyor, bearing Drawing No. 0-1145, as follows, to wit:

BEGINNING at a point in a private access road, said point being a corner of property belonging to Scrivner of Pa.; thence South twenty-nine (29) degrees, twelve (12) minutes, zero (00) seconds West, seventy-six and sixteen one-hundredths (76.16) feet to a point; thence along a public highway known as Interstate Route No. 83, South eight-four (84) degrees, thirty-two (32) minutes, six (06) seconds West, three hundred twenty-one and sixty one-hundredths (321.60) feet to a point; thence along above mentioned property belonging to Scrivner of Pa. the following seven (7) courses and distances: 1) North sixty (60) degrees, fifty-five (55) minutes, zero (00) seconds East, seventy-two and thirty-one-hundredths (72.30) feet; 2) North twenty-seven (27) degrees, eleven (11) minutes, twenty (20) seconds East, eleven and thirty-eight one-hundredths (11.38) feet; 3) North thirty-six (36) degrees, thirty-seven (37) minutes, thirty (30) seconds East, one hundred and sixty-three one-hundredths (100.63) feet; 4) north sixty-five (65) degrees, fifty-five (55) minutes, ten (10) seconds East, forty-three and sixty-four one-hundredths (43.64) feet; 5) North seventy (70) degrees, twenty-eight (28) minutes, forty (40) seconds East, one hundred forty-nine and fifty one-hundredths (149.50) feet; 6) South eight (8) degrees, thirty-five (35) minutes, zero (00) seconds East; ninety-nine and forty-four one-hundredths (99.44) feet; 7) North eighty-seven (87) degrees, ten (10) minutes, zero (00) seconds East, thirty-three and thirty-two one-hundredths (33.32) feet to a point the place of BEGINNING.

CONTAINING 33,698 sq. ft.

BEING the same premises which Beulah B. Caplinger now known as Beulah B. Beitzel by Deed dated 4/29/1996 recorded 4/29/1996, in and for the County of York in Deed Book 1260 page 2854, granted and conveyed to Fleming Companies, Inc. in fee.

Tract 2

ALL THAT PARCEL of land, with the buildings and improvements thereon erected, located to the northward of York and situate in the Township of Springettsbury, County of York and Commonwealth of Pennsylvania, bounded and described according to a Survey and Plan thereof made by C.S. Davidson, Inc., Civil Engineers, York, Pennsylvania, April 3, 1956,last revised June 7, 1960, as follows, viz:

BEGINNING at a Concrete Monument where the northwesterly line of land now or formerly of George J. Sowers meets the general southerly line of the Pennsylvania Department of Highways, Legislative Route 6601 (Whiteford Road), 60 feet wide, leading from North York to Mt. Zion Road;

EXTENDING from said beginning point the following fifteen courses and distances, the first two thereof being along the northwesterly and southwesterly lines of said land now or formerly George J. Sowers: (1) S. 23 degrees 54 feet W., 122.09 feet to a corner; (2) S. 65 degrees 18 feet E., 192.97 feet to the northwesterly line of Pennsylvania Department of Highways, Legislative Route 66021 (Sherman Street), 70 feet wide; the following two courses and distance being along said northwesterly line of Pennsylvania Department of Highways Legislative Route 66021; (3) S. 24 degrees 56 feet 00" W., 630.53 feet to a point opposite P.T. Station 19 + 69.33 in the centerline of said Highway; (4) Southwestwardly on a curve to the right having a radius of 5,694.65 feet and an arc length of 199.89 feet to a point; (5) S. 43 degrees 36 feet 00" W., leaving said northwesterly line of Highway, 70 feet wide, being partly within the lines of Legislative Route 66021 as existed 50 feet wide and partly along the northwesterly line thereof, 184.11 feet to the point of meeting with a northerly line of land now or formerly of Robert Caplinger; the following seven courses and distances being along lines of said last mentioned land; (6) N. 89 degrees 25 feet W., 36.73 feet; (7) N. 5 degrees 10 feet W., 99.90 feet; (8) S. 80 degrees 20 feet W., 142.56 feet; (9) S. 74 degrees 05 feet W., 43.70 feet; (10) S. 44 degrees 35 feet W., 100.60 feet; (11) S. 34 degrees 35 feet W., 11.50 feet; (12) S. 67 degrees 05 feet W., 66.86 feet to the northerly right of way line of York By-Pass Susquehanna Expressway; (13) N. 87 degrees 13 feet 00" W. along the same, 678.55 feet to a point; (14) N. 23 degrees 34 feet 00" E. by remaining land of Manor Real Estate Company, 1,322.42 feet to said southerly line of Pennsylvania Department of Highways, Legislative Route 66041 (Whiteford Road), 0 feet wide; and (15) S. 81 degrees 45 feet 00" E. along the same, 878.39 feet to the place of beginning.

CONTAINING 28.29 ACRES, +,

BEING the same premises which York County Industrial Development Authority by deed dated 10/4/2000 and recorded 12/20/2000 in Record Book 1420 page 1185 granted and conveyed unto Fleming Companies, Inc., and also being the remainder of the premises which Manor Real Estate Company by deed dated 3/3/1961 and recorded 9/28/1961 in Deed Book 51-W page 368 granted and conveyed unto P.A. & S. Small Company. Fleming Companies, Inc., is successor to P.A. & S. Small Company.

AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

All that certain lot or parcel of ground situate in the Township of Springettsbury, County of York, State of Pennsylvania, bounded and described as follows:

Beginning at a point located on the West right-of-way line of North Sherman Street, said point being situate South forty-five degrees, fifty-seven minutes and fifty-five seconds West (S 45 57'55" W) a distance of one hundred two and fifty hundredths feet (102.50') from a point located at the intersection of the centerline of PennDOT S.R. 0030 with the centerline of aforementioned North Sherman Street; THENCE FROM THE PLACE OF BEGINNING along the aforementioned West right-of-way line of North Sherman Street, South twenty-six degrees no minutes and no seconds West (S 26°00'00" W) for a distance of six hundred thirty and fifty-three hundredths feet (630.53') to a point; thence further along the same, around a curve having an angle of two degrees no minutes and forty seconds (2°00'40"), a radius of five thousand six hundred ninety-four and sixty-five hundredths feet (5,694.65'), a tangent of ninety-nine and ninety-five hundredths feet (99.95'), an arc of one hundred ninety-nine and eighty-nine hundredths feet

(199.89'), for a chord course of South twenty-seven degrees no minutes and twenty seconds West (S 27°00'20" W) for a chord distance of one hundred ninety-nine and eighty-seven hundredths feet (199.87') to a point; thence, South forty-three degrees five minutes and sixteen seconds West (S 43°05'16" W) for a distance of two hundred fifty-seven and ninety-six hundredths feet (257.96') to a point; thence along the North right-of-way line of Interstate I-83, North eighty-six degrees sixteen minutes and thirty seconds West (N 86°16'30" W) for a distance of nine hundred ninety-seven and thirty-three hundredths feet (997.33') to a point; thence, North twenty-four degrees thirty minutes and thirty seconds East (N 24°30'30"E) for a distance of one thousand three hundred twenty-four and fifty-two hundredths feet (1,324.50') to a point; thence through a portion of PennDOT S.R. 0030, South eighty degrees forty-one minutes and no seconds East (S 80°41'00" E) for a distance of eight hundred seventy-eight and forty-nine hundredths feet (878.49') to a point; thence further through the same, South twenty-four degrees fifty-eight minutes and no seconds West (S 24°58'00" W) for a distance of one hundred twenty-two and nine hundredths feet (122.09') to a point; thence still further through the same for a distance of one hundred ninety-two and ninety-seven hundredths feet (192.97') to the place of beginning.

Containing 1,266,667.63 Square Feet (29.079 Acres).

The property shown and described hereon is the same property as described in Fidelity National Title Insurance Company title commitment No. 02-PHI-03121 dated February 11, 2002.

EXHIBIT E

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT FLEMING COMPANIES, INC., an Oklahoma corporation ("Grantor"), in consideration of the amount of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto KINSLEY EQUITIES II LIMITED PARTNERSHIP, a Pennsylvania limited partnership, 6259 Reynolds Mill Road, Seven Valleys, PA 17360 ("Grantee"), that certain tract of real property located in Springettsbury Township, York County, Pennsylvania, and more particularly described on Exhibit "A" attached hereto, together with all improvements thereon and appurtenances thereunto belonging, less and except all interests in oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder previously reserved or conveyed (the "Property"), and hereby covenants and agrees that it will warrant specially title to the same to be free, clear, and discharged of and from all former grants, charges, taxes, judgments, liens, and encumbrances of whatsoever nature granted by, through, or under Grantor.

TO HAVE AND TO HOLD such property unto Grantee, its successors and assigns, forever.

EXECUTED this ____ day of _____, 2003.

FLEMING COMPANIES, INC., an Oklahoma corporation

By_____
_____, Vice President

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2003, by _____, as Vice President of _____ Fleming Companies, Inc., an Oklahoma corporation.

_____
Notary Public
[SEAL] My commission expires:_____

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