

Forgiveness Note
5043

NASHVILLE
155-5043

Stevens of Shepherdsville,
Inc.

EXHIBIT "D"

PROMISSORY NOTE

\$90,000.00

May 2, 2002

FOR VALUE RECEIVED, the undersigned (hereinafter called the "Borrower") promises to pay to the order of FLEMING COMPANIES, INC., an Oklahoma corporation (the "Lender"), at 500 South Cartwright Street, Goodlettsville, TN 37072, the principal sum of Ninety Thousand and No/100 DOLLARS (\$90,000.00), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus three percent (3%).

The term "Prime Rate" means the rate of interest published from time to time by the Wall Street Journal, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The Prime Rate is a reference rate which describes the base rate on corporate loans and does not necessarily represent actual transactions or the best or lowest rate of interest actually charged to any borrower. The interest rate under this Note shall be adjusted as of January 1, April 1, July 1 and October 1 of each year (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 of 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 Three Quarters percent (4.75%) 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 in equal annual payments of principal and accrued unpaid interest with the first payment commencing on May 2, 2003, and continuing on each anniversary date of this Note until May 2, 2009, at which time the outstanding principal balance, together with accrued unpaid interest shall be fully due and payable. As each installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance to the payment of principal. The entire principal balance of this Note, together with accrued interest, shall be due and payable in full on May 2, 2009 without the necessity of actual demand.

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.

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, or on the breach of any provision of the Facility Stand By Agreement between Borrower and Lender of even date herewith, or on the breach of any provision of any other agreement between Borrower or Lender, or on the commencement of any bankruptcy proceedings by or against the maker hereof, 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.

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 a rate of interest equal to six percent (6%) per annum in addition to the annual rate of interest otherwise payable hereunder, provided that the total interest rate to be paid hereunder, including when such late charge is added to the Prime Rate plus three percent (3%) 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 Borrower's trade account payable to Lender or any affiliate of Lender, 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, mail, express or expedited 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.

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

IN WITNESS WHEREOF, the undersigned has duly executed this Note as of this 2 day of May, 2002.

Stevens of Shepherdsville, Inc., a Kentucky corporation

By 

Mark Stevens, President