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Caroline Alderson White,
Senior Associate General Counsel
AWG Acquisition, LLC
P. O. Box 2932
Kansas City, Kansas 66110-2932
(913) 288-1588

LANCASTER COUNTY, NE

RETURN BY: MAIL (X) PICK UP ()

NE-012, Lincoln, Lancaster County, Nebraska

MEMORANDUM OF LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Lease Assignment and Assumption Agreement ("Memorandum") is made and entered into as of the 18th day of September, 2004, by and among **CASTELLAMMARE ADVISORS, LLC**, a Delaware limited liability company, as PCT (Post Confirmation Trust) Representative for the estate of Fleming Companies, Inc. and its former subsidiaries ("**Assignor**") and successor-in-interest to **FLEMING COMPANIES, INC.**, an Oklahoma corporation, **FLEMING TRANSPORTATION SERVICE, INC.**, an Oklahoma corporation, **PIGGLY WIGGLY COMPANY**, an Oklahoma corporation, **RFS MARKETING SERVICES, INC.**, an Oklahoma corporation, **FLEMING INTERNATIONAL LTD.**, an Oklahoma corporation, **FLEMING FOODS OF TEXAS L.P.**, an Oklahoma limited partnership, **FLEMING FOODS MANAGEMENT CO., L.L.C.**, an Oklahoma limited liability company, **ABCO FOOD GROUP, INC.**, a Nevada corporation, **ABCO MARKETS, INC.**, an Arizona corporation, **ABCO REALTY CORP.**, an Arizona corporation (collectively, "**Filing Subsidiaries**"), each having an address of 5701 N. Shartel, Oklahoma City, Oklahoma 73118, and **AWG ACQUISITION, LLC**, a Kansas limited liability company ("**Assignee**"), with an address of 5000 Kansas Avenue, Kansas City, Kansas 66106, with reference to the following:

RECITALS:

A. VanDorn Shopping Center Ltd. Limited Partnership ("**Original Landlord**"), as landlord, and Scrivner, Inc. ("**Original Tenant**"), as tenant, executed that certain Lease dated March 18, 1987, as amended (collectively, "**Lease**"), pursuant to which Original Landlord leased to Original Tenant and Original Tenant leased from Original Landlord that certain real property which is described in the Lease, commonly known as 2840 South 70th Street, Lincoln, Lancaster County, Nebraska and as more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "**Premises**"). Bradley Operating Limited Partnership ("**Landlord**") and Assignor are the successors-in-interest to the Original Landlord and the Original Tenant, respectively, pursuant to various mesne assignments and/or transfers.

B. Pursuant to that certain Lease Assignment and Assumption Agreement dated as of September 18, 2004, Assignor assigned the Lease to Assignee, and Assignee accepted the assignment of the Lease from Assignor.

* Associated Wholesale Grocers Env

C. Assignee now desires to set forth certain terms and provisions contained in the Lease in this Memorandum for recording purposes.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignee hereby provides notice of the following:

1. The term of the Lease commenced on March 29, 1988 and will expire on March 28, 2008.

2. The Lease also contains six (6) consecutive options to extend the term of the Lease for terms of five (5) years each, subject to and on such terms and conditions set forth in the Lease.

3. Each and all of the terms, provisions, and conditions in the Lease are hereby incorporated by this reference as though fully set forth herein.

4. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be deemed amended, assigned, or terminated, as the case may be.

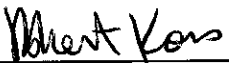
5. This Memorandum is executed pursuant to (a) that certain Asset Purchase Agreement dated July 7, 2003, as the same may have been or may be further amended, modified or supplemented (as amended, the "**Fleming Agreement**") by and among Assignors, C&S Acquisition LLC, a Delaware limited liability company ("**C&S Acquisition**"), and C&S Wholesale Grocers, Inc., a Vermont corporation ("**C&S**"), (b) that certain Amendment, Assignment and Consent dated as of August 23, 2003, as the same may have been or may be further amended, modified or supplemented (as amended, the "**Assignment and Consent**") by and among C&S Acquisition, Surry Acquisition, LLC ("**Surry**"), C&S, Assignors, Associated Wholesale Grocers, Inc. ("**AWG**") and that certain Purchase, Assignment and Assumption Agreement dated as of August 1, 2003, as the same may have been or may be further amended, modified or supplemented, by and among AWG, Assignee, Surry and C&S (the "**AWG Agreement**"), referenced therein, and (c) that certain Order, In re: Fleming Companies, Inc., et al., entered by the United States Bankruptcy Court for the District of Delaware, Case No. 03-10945 (MFW) on August 15, 2003, and supplemented by an Order entered on August 19, 2003 and by a final order entered on August 17, 2004 (collectively, as supplemented, amended or modified, the "**Order**") approving the transactions contemplated by the Purchase Agreement and is entitled to the benefits of and subject to the provisions of the Fleming Agreement, the Assignment and Consent, the AWG Agreement and the Order.

6. This Memorandum may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties have executed this Memorandum as of the date first above written.

ASSIGNOR:

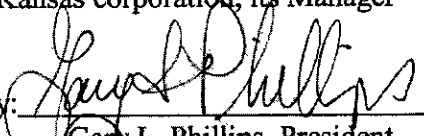
CASTELLAMMARE ADVISORS, LLC,
a Delaware limited liability company, as PCT
(Post Confirmation Trust) Representative for
the estate of Fleming Companies, Inc. and its
former subsidiaries

By: 
Robert A. Kors, Principal

ASSIGNEE:

AWG ACQUISITION, LLC
a Kansas limited liability company

By: AWG Acquisition Corp.,
a Kansas corporation, its Manager

By: 
Gary L. Phillips, President

The parties have executed this Memorandum as of the date first above written.

ASSIGNOR:

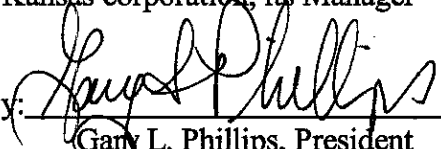
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(Post Confirmation Trust) Representative for
the estate of Fleming Companies, Inc. and its
former subsidiaries

By: _____
Robert A. Kors, Principal

ASSIGNEE:

AWG ACQUISITION, LLC
a Kansas limited liability company

By: AWG Acquisition Corp.,
a Kansas corporation, its Manager

By: 

Gary L. Phillips, President

(Assignor Acknowledgment)

ACKNOWLEDGMENT

STATE OF California)
)
COUNTY OF Los Angeles) ss.

On this 20th day of September, 2004, before me appeared Robert A. Kors, as Principal of **Castellammare Advisors, LLC**, a Delaware limited liability company, as PCT (Post Confirmation Trust) Representative for the estate of Fleming Companies, Inc. and its former subsidiaries, to me personally known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on said instrument, acknowledged said instrument to be the free act and deed of said entity.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last written above.

Rosemarie Barra
Notary Public

My commission expires:

September 22, 2007



(Assignee Acknowledgment)

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF WYANDOTTE) ss.

On this 16th day of September, 2004, before me personally appeared Gary L. Phillips, to me personally known, who being by me duly sworn did say that he is the President of AWG Acquisition Corp., a Kansas corporation and the Manager of **AWG Acquisition, LLC**, a Kansas limited liability company, and that said instrument was signed on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

My appointment expires:
Linda L. Jennings
Notary Public – State of Kansas
My Appt. Expires 03/22/2006

EXHIBIT "A"

Legal Description

NKA Lot 45 NW¹/₄
3-9-7

A TRACT OF LAND LOCATED IN THE NW¹/₄, NW¹/₄ OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID NW¹/₄, NW¹/₄ A DISTANCE OF 222.93', THENCE SOUTHERLY ON A LINE WHICH IS 222.93' EAST OF AND PARALLEL TO THE WEST LINE OF SAID NW¹/₄, NW¹/₄ A DISTANCE OF 40.00' TO THE POINT OF BEGINNING, THENCE EASTERLY ON A LINE WHICH IS 40.00' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW¹/₄, NW¹/₄ ON AN ASSUMED BEARING OF N89°30'35"E, A DISTANCE OF 339.06', THENCE SOUTHERLY ON A LINE WHICH IS 562.00' EAST OF AND PARALLEL TO THE WEST LINE OF SAID NW¹/₄, NW¹/₄ ON A BEARING OF S0°00'00"W, A DISTANCE OF 667.00', THENCE WESTERLY ON A LINE WHICH IS 707.00' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW¹/₄, NW¹/₄ ON A BEARING OF S89°30'35"W A DISTANCE OF 490.99' TO A POINT WHICH IS 71.00' EAST OF THE WEST LINE OF SAID NW¹/₄, NW¹/₄; THENCE NORTHERLY ON A LINE WHICH IS 71.00' EAST OF AND PARALLEL TO THE WEST LINE OF SAID NW¹/₄, NW¹/₄ ON A BEARING OF N0°00'00"E A DISTANCE OF 23.82' SAID LINE ALSO BEING THE EAST R.O.W. LINE OF SOUTH 70TH STREET, THENCE N90°00'00"E ALONG SAID R.O.W. LINE A DISTANCE OF 44.37', THENCE N0°00'00"E ALONG SAID R.O.W. LINE A DISTANCE OF 60.00', THENCE N90°00'00"W ALONG SAID R.O.W. LINE A DISTANCE OF 45.00', THENCE N1°00'00"W, ALONG SAID R.O.W. LINE A DISTANCE OF 426.18', THENCE EASTERLY ON A LINE WHICH IS 197.00' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW¹/₄, NW¹/₄ ON A BEARING OF N89°30'35"E, A DISTANCE OF 160.00', THENCE NORTHERLY ON A LINE WHICH IS 222.93' EAST OF AND PARALLEL TO THE WEST LINE OF SAID NW¹/₄, NW¹/₄ ON A BEARING OF N0°00'00" W A DISTANCE OF 157.00' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 6.95 ACRES MORE OR LESS.