

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE MAY 17, 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVE. PHILADELPHIA, PA. 19111		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALLIANT FOODSERVICE, INC. dba US FOOD SERVICE 502 S. CARTY SALEM, MO 65560	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-02-D-3033
		10B. DATED (SEE ITEM 13) MARCH 27, 2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1204 NOVATION AGREEMENT
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

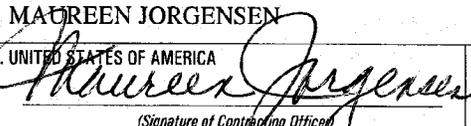
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

REQUIREMENTS FOR: FULL LINE FOOD DISTRIBUTOR FOR MISSOURI AND KANSAS AREA DELIVERY PERIOD: APRIL 28, 2002 THROUGH APRIL 27, 2003 WITH 4 ONE YEAR OPTIONS

IN ACCORDANCE WITH THE ATTACHED NOVATION AGREEMENT ALLIANT FOODSERVICE, INC., dba US FOODSERVICE IS NOW KNOWN AS U. S. FOODSERVICE, INC. AS OF MAY 17, 2002.

THE NOVATION AGREEMENT IS ATTACHED.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MAUREEN JORGENSEN
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 5/17/02

NOVATION AGREEMENT

Alliant Foodservice, Inc., a corporation duly organized and existing under the laws of Delaware with its principal office in Columbia, MD ("Alliant"), U.S. Foodservice, Inc. ("USFI"), a corporation duly organized and existing under the laws of Delaware with its principal office in Columbia, MD, a wholly owned subsidiary of U.S. Foodservice ("USF"); and the United States of America ("Government") enter into this Agreement as of 5/17, 2002.

(a) The parties agree to the following facts:

- (1) The Government, represented by various Contracting Officers of the DSCP, has entered into certain contracts and purchase orders with Alliant, namely: **Contract Nos. SPO300-02-D-2979, SPO300-02-D-3008 and SPO300-02-D-3033.** The term "the contracts," as used in this Agreement, means the above ~~contracts and purchase orders~~ and all other contracts and purchase orders, including all modifications, made between the Government and Alliant before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or Alliant has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and Alliant, on or after the effective date of this Agreement.
- (2) As of November 30, 2001, a subsidiary of USF acquired the stock of Alliant Exchange, Inc., parent company of Alliant, thereby making Alliant a wholly owned subsidiary of USF.
- (3) USFI, now an affiliate of Alliant, is in a position to fully perform all obligations that may exist under the contracts.
- (4) USFI has agreed to assume all of the obligations and liabilities of Alliant under the contracts by virtue of the above stock acquisition.
- (5) It is consistent with the Government's interest to recognize USFI as the successor party to the contracts.
- (6) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement-

- (1) Alliant confirms the transfer to USFI, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.
- (2) USFI agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. USFI also assumes all obligations and liabilities of, and all claims against, Alliant under the contracts as if USFI were the original party to the contracts.
- (3) USFI ratifies all previous actions taken by Alliant with respect to the contracts, with the same force and effect as if the action had been taken by USF.
- (4) The Government recognizes USFI as Alliant's successor in interest in and to the contracts. USFI by this Agreement becomes entitled to all rights, titles, and

interests of Alliant in and to the contracts as if USFI were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to USFI.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against Alliant.

(6) All payments and reimbursements previously made by the Government to Alliant, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to Alliant shall have the same force and effect as if made to USFI, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) Alliant and USFI agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) Alliant guarantees payment of all liabilities and the performance of all obligations that USFI-

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. Alliant waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By Maureen Stiffoni

Title Contracting Officer

ALLIANT FOODSERVICE, INC.

By Mark A. Stahl SVP

Title Senior Vice President, Bus. Dev.

U.S. FOODSERVICE, INC.

By Mark A. Natale SVP

Title SENIOR VICE PRESIDENT, BUS. DEV.

Certificate

I, Faith E. Harrison, certify that I am the Assistant Secretary of Alliant Foodservice, Inc., that Mark A. Natale, who signed this Agreement for this corporation, was then Sr. VP - Bus. Dev. of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of May 10, 2002.

By Faith E. Harrison
Faith E. Harrison

Certificate

I, Faith E. Harrison, certify that I am the Assistant Secretary of U.S. Foodservice, Inc. that Mark A. Natale, who signed this Agreement for this corporation, was then Sr. VP - Bus. Dev. of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of May 10, 2002.

By Faith E. Harrison
Faith E. Harrison