

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)

RYKOFF-SEXTON, INC.
(Name of Issuer)

Common Stock, Par Value \$.10 Per Share
(Title of Class of Securities)

783759103
(CUSIP Number)

c/o Merrill Lynch Capital Partners, Inc.
225 Liberty Street
New York, New York 10080-6123
Attention: James V. Caruso
Telephone: (212) 236-7753
(Name, Address and Telephone Number of
Person Authorized to Receive Notices and
Communications)

Copy to:

Marcia L. Tu, Esq.
Merrill Lynch & Co., Inc.
World Financial Center
North Tower
New York, New York 10281-1323
Telephone: (212) 449-8412

June 30, 1997
(Date of Event which Requires Filing of this Statement)

=====

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box .

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH & CO, INC.
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
 (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) 00
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware

Number of	(7)	Sole Voting Power	-0-
Shares			
Beneficially	(8)	Shared Voting Power	10,078,639
Owned by			
Each	(9)	Sole Dispositive Power	-0-
Reporting			

Person (10) Shared Dispositive Power 10,078,639
With

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,078,639
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) HC, CO

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH GROUP, INC.
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) 00
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware

Number of (7) Sole Voting Power -0-
Shares
Beneficially (8) Shared Voting Power 10,076,004
Owned by
Each (9) Sole Dispositive Power -0-
Reporting
Person (10) Shared Dispositive Power 10,076,004
With

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) HC, CO

CUSIP No. 783759103

- (1) Name of Reporting Person

S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH MBP INC.

- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) OO
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware
- | | | | |
|---|------|--------------------------|------------|
| Number of Shares Beneficially Owned by Each Reporting Person With | (7) | Sole Voting Power | -0- |
| | (8) | Shared Voting Power | 10,076,004 |
| | (9) | Sole Dispositive Power | -0- |
| | (10) | Shared Dispositive Power | 10,076,004 |
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) CO

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERCHANT BANKING L.P. NO. II
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) OO
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware

Number of Shares Beneficially Owned by	(7)	Sole Voting Power	-0-
	(8)	Shared Voting Power	10,076,004

Each Reporting Person With	(9)	Sole Dispositive Power	-0-
	(10)	Shared Dispositive Power	10,076,004

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH CAPITAL PARTNERS, INC.
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) 00
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware

Number of Shares Beneficially Owned by Each Reporting Person With	(7)	Sole Voting Power	-0-
	(8)	Shared Voting Power	10,076,004
	(9)	Sole Dispositive Power	-0-
	(10)	Shared Dispositive Power	10,076,004

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) CO

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
ML EMPLOYEES LBO MANAGERS, INC.

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of	(7)	Sole Voting Power	-0-
Shares			
Beneficially	(8)	Shared Voting Power	10,076,004
Owned by			
Each	(9)	Sole Dispositive Power	-0-
Reporting			
Person	(10)	Shared Dispositive Power	10,076,004
With			

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) CO

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
ML EMPLOYEES LBO PARTNERSHIP NO. I, L.P.

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of	(7)	Sole Voting Power	-0-
Shares			
Beneficially	(8)	Shared Voting Power	10,076,004

Owned by			
Each	(9)	Sole Dispositive Power	-0-
Reporting			
Person	(10)	Shared Dispositive Power	10,076,004
With			

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH LBO PARTNERS NO. IV, L.P.
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
- (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) OO
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware

Number of	(7)	Sole Voting Power	-0-
Shares			
Beneficially	(8)	Shared Voting Power	10,076,004
Owned by			
Each	(9)	Sole Dispositive Power	-0-
Reporting			
Person	(10)	Shared Dispositive Power	10,076,004
With			

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH CAPITAL APPRECIATION PARTNERSHIP NO. XIII, L.P.

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of Shares	(7)	Sole Voting Power	-0-
Beneficially Owned by	(8)	Shared Voting Power	10,076,004
Each	(9)	Sole Dispositive Power	-0-
Reporting Person With	(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
ML OFFSHORE LBO PARTNERSHIP NO. XIII

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).

(6) Citizenship or Place of Organization Cayman Islands

Number of Shares	(7)	Sole Voting Power	-0-
Beneficially Owned by Each Reporting Person	(8)	Shared Voting Power	10,076,004
With	(9)	Sole Dispositive Power	-0-
	(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH LBO PARTNERS NO. B-IV, L.P.

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) OO

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of Shares	(7)	Sole Voting Power	-0-
Beneficially Owned by Each Reporting Person	(8)	Shared Voting Power	10,076,004
With	(9)	Sole Dispositive Power	-0-
	(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH CAPITAL APPRECIATION
PARTNERSHIP NO. B-XVIII, L.P.
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) OO
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware
- | | | | |
|--------------|------|--------------------------|------------|
| Number of | (7) | Sole Voting Power | -0- |
| Shares | | | |
| Beneficially | (8) | Shared Voting Power | 10,076,004 |
| Owned by | | | |
| Each | (9) | Sole Dispositive Power | -0- |
| Reporting | | | |
| Person | (10) | Shared Dispositive Power | 10,076,004 |
| With | | | |
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
ML OFFSHORE LBO PARTNERSHIP NO. B-XVIII
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) OO
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e).
- (6) Citizenship or Place of Organization Cayman Islands

Number of Shares	(7)	Sole Voting Power	-0-
Beneficially Owned by Each Reporting Person	(8)	Shared Voting Power	10,076,004
Owned by Each Reporting Person	(9)	Sole Dispositive Power	-0-
With	(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MLCP ASSOCIATES L.P. NO. II

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of Shares	(7)	Sole Voting Power	-0-
Beneficially Owned by Each Reporting Person	(8)	Shared Voting Power	10,076,004
Owned by Each Reporting Person	(9)	Sole Dispositive Power	-0-
With	(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MLCP ASSOCIATES L.P. NO. IV
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) OO
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware
- | | | | |
|---|------|--------------------------|------------|
| Number of Shares | (7) | Sole Voting Power | -0- |
| Beneficially Owned by Each Reporting Person | (8) | Shared Voting Power | 10,076,004 |
| With | (9) | Sole Dispositive Power | -0- |
| | (10) | Shared Dispositive Power | 10,076,004 |
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
ML IBK POSITIONS, INC.
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) OO
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of Shares Beneficially Owned by Each Reporting Person With

(7)	Sole Voting Power	-0-
(8)	Shared Voting Power	10,076,004
(9)	Sole Dispositive Power	-0-
(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) CO

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
KECALP INC.

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of Shares Beneficially Owned by Each Reporting Person With

(7)	Sole Voting Power	-0-
(8)	Shared Voting Power	10,076,004
(9)	Sole Dispositive Power	-0-
(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) CO

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH KECALP L.P. 1987
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) 00
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).
- (6) Citizenship or Place of Organization Delaware
- | | | | |
|---|------|--------------------------|------------|
| Number of Shares | (7) | Sole Voting Power | -0- |
| Beneficially Owned by Each Reporting Person | (8) | Shared Voting Power | 10,076,004 |
| With | (9) | Sole Dispositive Power | -0- |
| | (10) | Shared Dispositive Power | 10,076,004 |
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- (13) Percent of Class Represented by Amount in Row (11) 36.0%
- (14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

- (1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH KECALP L.P. 1991
- (2) Check the Appropriate Box if a Member of Group (See Instructions)
- (a)
 (b)
- (3) SEC Use Only
- (4) Sources of Funds (See Instructions) 00
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of Shares Beneficially Owned by Each Reporting Person With

(7)	Sole Voting Power	-0-
(8)	Shared Voting Power	10,076,004
(9)	Sole Dispositive Power	-0-
(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) PN

CUSIP No. 783759103

(1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person
MERRILL LYNCH KECALP L.P. 1994

(2) Check the Appropriate Box if a Member of Group (See Instructions)

(a)
 (b)

(3) SEC Use Only

(4) Sources of Funds (See Instructions) 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).

(6) Citizenship or Place of Organization Delaware

Number of Shares Beneficially Owned by Each Reporting Person With

(7)	Sole Voting Power	-0-
(8)	Shared Voting Power	10,076,004
(9)	Sole Dispositive Power	-0-
(10)	Shared Dispositive Power	10,076,004

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 10,076,004

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 36.0%

(14) Type of Reporting Person (See Instructions) PN

Item 1. Security and Issuer.

This Amendment No. 1 to Schedule 13D relates to the common stock, par value \$.10 per share (the "Issuer Common Stock"), of Rykoff-Sexton, Inc., a Delaware corporation (the "Issuer"), and is being filed on behalf of the Filing ML Entities to amend the Schedule 13D, filed on May 28, 1996 the "Schedule 13D". The address of the Issuer's principal executive offices is 613 Baltimore Drive, Wilkes-Barre, Pennsylvania, 18702. Unless otherwise indicated, all capitalized terms used but not defined herein shall have the respective meanings set forth in the Schedule 13D.

Item 2. Identity and Background.

Item 2 of Schedule 13D is hereby amended by replacing Appendix B referred to therein with the amended Schedule B attached hereto.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended by deleting the last paragraph thereof and substituting therefor the following:

The Issuer entered into an Agreement and Plan of Merger dated as of June 30, 1997 (the "JPFI Merger Agreement") with JP Foodservice, Inc., a Delaware corporation ("JPFI"), and Hudson Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of JPFI ("Hudson"), pursuant to which the Issuer is to be merged (the "JPFI Merger") with and into Hudson. Upon consummation of the JPFI Merger in accordance with the terms and conditions of the JPFI Merger Agreement, each share of Issuer Common Stock will be converted into the right to receive 0.84 shares of common stock, par value \$.01 per share, of JPFI.

A copy of the JPFI Merger Agreement is attached hereto as Exhibit F and is hereby incorporated herein by reference.

In connection with the JPFI Merger, as more fully described in Item 6 below, the ML Entities have entered into a Support Agreement dated June 30, 1997 (the "Support Agreement") pursuant to which the ML Entities have agreed, among other things, to vote all shares of Issuer Common Stock held by them for approval and adoption of the JPFI Merger Agreement and the JPFI Merger at the meeting of the stockholders of the Issuer to be called and held to consider such adoption and approval.

Other than as set forth above, and as more fully described in Item 6 below, in each case with respect to the JPFI Merger, none of the Filing ML Entities has formulated any plans or proposals that relate to or would result in: (a) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) changes in the Issuer's charter or bylaws or other actions which may impede the acquisition of control of the Issuer by any person; (h) a class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or (j) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

Item 5 of Schedule 13D is hereby amended by deleting the first paragraph thereof and substituting therefor the following:

The Filing ML Entities beneficially own an aggregate of 10,078,639 shares of Issuer Common Stock, representing approximately 36.0% of the total currently outstanding.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer.

Item 6 of Schedule 13D is hereby amended by deleting the last paragraph thereof and substituting therefor the following:

JPFI and the ML Entities entered into the Support Agreement dated as of June 30, 1997 in connection with the execution of the JPFI Merger Agreement. Each ML Entity has agreed, pursuant to the Support Agreement, to vote all shares of Issuer Common Stock held by it for approval and adoption of the JPFI Merger Agreement and the JPFI Merger at the meeting of the stockholders of the Issuer to be called and held to consider such adoption and approval. In addition, the ML Entities have agreed not to take certain actions during the term of the Support Agreement relating to the disposition of the businesses or assets of the Issuer or JPFI or their respective subsidiaries, or the acquisition of voting securities of the Issuer or JPFI or their respective subsidiaries, or the merger or consolidation of the Issuer or JPFI or any of their respective subsidiaries with or into any corporation or other entity, other than the JPFI Merger or related transactions. The Support Agreement will terminate in the event that the JPFI Merger Agreement is terminated in accordance with its terms. A copy of the Support Agreement is attached hereto as Exhibit G and is hereby incorporated herein by reference.

Except for the Standstill Agreement, the Registration Rights Agreement the Tax Agreement and the Support Agreement, none of the entities listed on Schedule I and, to the knowledge of the Filing ML Entities, none of the persons listed on Schedule II has any contract, arrangement, understanding or relationship (legal or otherwise) with any person with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

- F. Merger Agreement dated as of June 30, 1997 among the Issuer, JPFI and Hudson.
- G. Support Agreement dated as of June 30, 1997 among the ML Investors and JPFI.

Signature

After reasonable inquiry and to the best of our knowledge and belief, we certify that the information set forth in this Statement is true, complete and correct.

July 3, 1997

MERRILL LYNCH CAPITAL
PARTNERS, INC.

By: /s/ James V. Caruso

Name: James V. Caruso
Title: Vice President

Exhibit Index

Exhibit	Description	Page
- - - - -	- - - - -	- - - -
F.	Merger Agreement dated as of June 30, 1997 among the Issuer, JPFI and Hudson.	
G.	Support Agreement dated as of June 30, 1997 among the ML Investors and JPFI.	

APPENDIX B

EXECUTIVE OFFICERS AND DIRECTORS

Appendix B of Schedule 13D is hereby amended in its entirety to read as follows:

The names and principal occupations of each of the executive officers and directors of Merrill Lynch & Co., Inc.; Merrill Lynch Group, Inc.; Merrill Lynch MBP Inc.; Merrill Lynch Capital Partners, Inc.; ML IBK Positions, Inc.; KECALP Inc.; ML Employees LBO Managers, Inc.; Merrill Lynch International Incorporated; and Merrill Lynch International Capital Management (Guernsey) II Limited are set forth below. Unless otherwise noted, all of these persons are United States citizens, and have as their business address World Financial Center, New York, NY 10281.

NAME/POSITION - - - - -	PRESENT PRINCIPAL OCCUPATION - - - - -
Merrill Lynch & Co., Inc. - - - - -	
David H. Komansky Chairman & CEO, Director	Same
Thomas W. Davis Exec. VP, Corporate and Institutional Client Group	Same
E. Stanley O'Neal Exec. VP, Corporate and Institutional Client Group	Same
William O. Bourkel Director	Former Chairman and CEO, Reynolds Metals Co.
Worley H. Clark ² Director	Former Chairman and CEO, Nalco Chemical Co.
Jill K. Conway ³ Director	Visiting Scholar, Massachusetts Institute of Technology
- - - - -	
1	Reynolds Metal Company 6601 West Broad St. Richmond, VA 23230
2	W. H. Clark Associates, Ltd. 135 South LaSalle St. Suite 1117 Chicago, IL 60603
3	Massachusetts Institute of Technology Program on Science, Technology & Society STS Building E-51, Room 209 F Cambridge, MA 02139

NAME/POSITION - - - - -	PRESENT PRINCIPAL OCCUPATION - - - - -
Edward L. Goldberg Exec. VP, Operations, Systems & Communications	Same
Stephen L. Hammerman Vice Chairman, Director & General Counsel	Same
Earle H. Harbison, Jr. ⁴ Director	Chairman, Harbison Corporation
George B. Harvey ⁵ Director	Chairman, President & CEO, Pitney Bowes Inc.
William R. Hoover ⁶	Chairman & Former CEO, Computer

Director	Sciences Corp.
Jerome P. Kenney Exec. VP, Corp. Strategy & Research	Same
Herbert M. Allison, Jr. President, COO & Director	Same
Robert P. Luciano ⁷ Director	Chairman, Schering-Plough Corporation

- -----

4	Harbison Corporation 7700 Bonhomme Ave. Suite 750 St. Louis, MO 63105
5	Pitney Bowes Inc. World Headquarters Location #65-27 One Elmcroft Road Stamford, CT 06926-0700
6	Computer Sciences Corp. 2100 East Grand Ave. El Segundo, CA 90245
7	Schering-Plough Corp. P.O. Box 1000 One Giralda Farms Madison, NJ 07940-1000

NAME/POSITION - -----	PRESENT PRINCIPAL OCCUPATION -----
David K. Newbigging ⁸ Director	Chairman of Equitas Holdings Limited
Aulana L. Peters ⁹ Director	Partner of Gibson, Dunn & Crutcher
John J. Phelan, Jr. Director	Senior Advisor, Boston Consulting Group
Winthrop H. Smith, Jr. ¹⁰ Chairman, Merrill Lynch International Exec. V.P. Int'l Private Client Group	Same
John L. Steffens Vice Chairman, U.S., Private Client Group	Same
William L. Weiss ¹¹ Director	Chairman Emeritus, Ameritech Corporation
Joseph T. Willet CFO & Senior VP	Same
Arthur H. Zeikell ¹² Exec. V.P., Merrill Lynch Asset Management Group	Same

- -----

8	Wah Kwong House, 9th Floor 10 Albert Embankment London SE1 7SP
9	Gibson, Dunn & Crutcher 333 South Grand Ave. 47th Floor Los Angeles, CA 90071
10	225 Liberty St. New York, NY 10080
11	One First National Plaza 21 South Clark St. Suite 2530C Chicago, IL 60603-2006

12 Merrill Lynch Asset Management
800 Scudders Mill Rd.
Plainsboro, NJ 08536

NAME/POSITION - - - - -	PRESENT PRINCIPAL OCCUPATION - - - - -
Merrill Lynch Group, Inc. - - - - -	
Mark B. Goldfus Director & Vice President	Senior VP & Associate General Counsel
Theresa Lang Director & President & Treasurer	Senior VP & Treasurer
Stanley Schaefer ¹³ Director & Vice President	Director of Tax
Michael J. Castellano Director & Vice President	Director, Corporate Reporting
Allen G. Braithwaite, III, ¹⁴ Vice President	Same
Richard S. Miller Vice President	Same
H. Allen White ¹⁵ Vice President	Director, Corporate Real Estate and Purchasing
Merrill Lynch MBP Inc. - - - - -	
Herbert M. Allison, Jr Vice President & Director	President, COO and Director, Merrill Lynch & Co., Inc.
Matthias B. Bowman President	Vice Chairman, Investment Banking
James V. Caruso ¹⁶ Treasurer & Vice President	Director, Partnership Analysis and Management
Thomas W. Davis Vice President & Director	Exec. VP, Corporate and Institutional Client Group
Barry S. Friedberg Director	Exec. VP
- - - - -	
13 225 Liberty St. New York, NY 10080	
14 225 Liberty St. New York, NY 10080	
15 225 Liberty St. New York, NY 10080	
16 225 Liberty St. New York, NY 10080	

NAME/POSITION - - - - -	PRESENT PRINCIPAL OCCUPATION - - - - -
Theresa Lang Vice President & Director	Senior VP & Treasurer
Jack Levy Vice President & Director	Managing Director and Co-head, M&A
Robert F. Tully ¹⁷ Treasurer & Vice President	Vice President, Investment Banking

Merrill Lynch Capital Partners, Inc.

Gerald S. Armstrong Director	Partner, Stonington Partners, Inc.
Daniel H. Bayly Director	Co-head, Investment Banking
Matthias B. Bowman President, Director	Vice Chairman, Investment Banking
James J. Burke, Jr.18 Director	Managing Partner, Stonington Partners, Inc.
James V. Caruso Vice President, Treasurer	Director, Partnership Analysis and Management
David M. Johnson Director	Managing Director, Operations
Robert F. Endl9 Director	Partner, Stonington Partners, Inc.

17	225 Liberty St. New York, NY 10080
18	Stonington Partners, Inc. 767 Fifth Avenue 48th Floor New York, NY 10153
19	Stonington Partners, Inc. 767 Fifth Avenue 48th Floor New York, NY 10153

NAME/POSITION

PRESENT PRINCIPAL OCCUPATION

Albert J. Fitzgibbons III20 Director	Partner, Stonington Partners, Inc.
Barry S. Friedberg Director	Exec. VP
Jerome P. Kenney Director	Exec. VP
Theresa Lang Director	Senior VP & Treasurer
Mark McAndrews Director	CAO, Investment Banking
Stephen M. McLean21 Director	Partner, Stonington Partners, Inc.
Ross D. McMahon22 Vice President	VP, Partnership Analysis and Management
Alexis P. Michas23 Director	Partner and COO, Stonington Partners, Inc.
Jerry G. Rubenstein24 Director	Independent Adviser, Omni Management Associates

20	Stonington Partners, Inc. 767 Fifth Avenue 48th Floor New York, NY 10153
21	Stonington Partners, Inc. 767 Fifth Avenue 48th Floor New York, NY 10153

22 225 Liberty St.
New York, NY 10080

23 Stonington Partners, Inc.
767 Fifth Avenue
48th Floor
New York, NY 10153

24 123 Coulter Ave.
Ardmore, PA 19003

NAME/POSITION

PRESENT PRINCIPAL OCCUPATION

- - - - -

- - - - -

Rupinder S. Sidhu25
Director

Partner, Stonington Partners, Inc.

Nathan C. Thorne
Vice President, Director

Managing Director, Investment
Banking

Michael von Clemm26
Director

Chairman, Highmount Capital, Inc.

Robert W. Williamson27
Director

Senior VP & Chief Credit Officer

ML IBK Positions, Inc.

- - - - -

Matthias B. Bowman
President, Director

Vice Chairman, Investment Banking

James V. Caruso28
Vice President, Director

Director, Partnership Analysis and
Management

Jeffrey A. Gelfand
Vice President, Director

FVP & Director, Finance &
Administration

Jeffrey S. Martin
Vice President, Director

Managing Director, Investment
Banking

Mark McAndrews
Vice President, Director

CAO, Investment Banking

Nathan C. Thorne
Vice President

Managing Director, Investment
Banking

Neven Viducic
Treasurer

VP, Accounting

- - - - -

25 Stonington Partners, Inc.
767 Fifth Avenue
48th Floor
New York, NY 10153

26 2 Drayson Mews
London W8 4LY, England

27 225 Liberty St.
New York, NY 10080

28 225 Liberty St.
New York, NY 10080

NAME/POSITION

PRESENT PRINCIPAL OCCUPATION

- - - - -

- - - - -

KECALP, Inc.

- - - - -

Matthias B. Bowman President & Director	Vice Chairman, Investment Banking
James V. Caruso29 Director	Director, Partnership Analysis and Management
Mark B. Goldfus Vice President & Director	Senior VP & Associate General Counsel
Andrew J. Melnick Vice President & Director	Director, Global Fundamental Equity Research
John L. Steffens Chairman & Director	Vice Chairman, U.S. Private Client Group
Daniel G. Tully Director	Managing Director, Equity Capital Markets
Patrick J. Walsh Vice President & Director	Senior VP & Director, Human Resources

ML Employees LBO Managers, Inc.
- - - - -

Kevin K. Albert Director	Managing Director, Private Equity Group, Investment Banking
Daniel H. Bayly Director	Co-head, Investment Banking
Matthias B. Bowman President, Director	Vice Chairman, Investment Banking
James V. Caruso30 Vice President, Treasurer, Director	Director, Partnership Analysis and Management
Alfred F. Hurley, Jr. Director	Managing Director, Corporate Banking
Jeffrey M. Peek Vice President, Director	Director, Research
Nathan C. Thorne Vice President	Managing Director, Investment Banking

- - - - -
29 225 Liberty St.
 New York, NY 10080

30 225 Liberty St.
 New York, NY 10080

NAME/POSITION - - - - -	PRESENT PRINCIPAL OCCUPATION - - - - -
----------------------------	---

Merrill Lynch International Incorporated
- - - - -

Winthrop H. Smith, Jr.31 Chairman, Director	Same, Exec. VP, International Private Client Group
Michael J.P. Marks32 Deputy Chairman, Director	Co-head, Global Equities, Merrill Lynch International
Donald N. Gershuny Senior Vice President, Director	General Counsel, Private Client
Carlos M. Morales Senior Vice President, Director	Senior VP & General Counsel, Corporate & Institutional Client
Ronald J. Strauss Senior Vice President and COO, Director	FVP, Merrill Lynch International
Gregory E. Andrews Senior Vice President & CFO	Senior Finance Officer, Private Client Group
Anthony Vanadia Vice President & Treasurer	Same

Malcolm B. Binks
Senior Vice President

Same

Brian C. Henderson
Senior Vice President

Same

Merrill Lynch International Capital
Management (Guernsey) II Ltd.

- - - - -

James V. Caruso33
Director

Director, Partnership Analysis and
Management

- - - - -

31 225 Liberty St.
New York, NY 10080

32 P.O. Box 293
20 Farringdon Road
London EC1M 3NH, England

33 225 Liberty St.
New York, NY 10080

NAME/POSITION

- - - - -

Roger O. Healy34
Director

PRESENT PRINCIPAL OCCUPATION

- - - - -

Secretary, Merrill Lynch Bank &
Trust Company (Cayman) Limited

Jonathan S. Nicholson35
Director

Managing Director, Merrill Lynch
Bank & Trust Company (Cayman)
Limited

- - - - -

34 Bank of Butterfield Intl. (Cayman)
PO Box 1164G
Grand Cayman, Cayman Islands
British West Indies

35 Bank of Butterfield Intl. (Cayman)
PO Box 1164G
Grand Cayman, Cayman Islands
British West Indies

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

JP FOODSERVICE, INC.,

HUDSON ACQUISITION CORP.

AND

RYKOFF-SEXTON, INC.

DATED AS OF JUNE 30, 1997

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AGREEMENT AND PLAN OF MERGER dated as of June 30, 1997, among JP FOODSERVICE, INC., a Delaware corporation ("JPFI"), HUDSON ACQUISITION CORP. ("Merger Sub"), a Delaware corporation and a wholly-owned subsidiary of JPFI, and RYKOFF-SEXTON, INC., a Delaware corporation ("RSI").

WHEREAS, the respective Boards of Directors of JPFI, Merger Sub and RSI have each approved the merger of RSI with and into Merger Sub (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement, whereby each issued and outstanding share of common stock, par value \$.10 per share, of RSI ("RSI Common Stock", which reference shall be deemed to include the associated RSI Rights (as defined in Section 3.1(c) attached thereto), other than shares owned by JPFI or RSI, will be converted into the right to receive the Merger Consideration (as defined in Section 1.7); and

WHEREAS, the respective Boards of Directors of JPFI, Merger Sub and RSI have each determined that the Merger and the other transactions contemplated hereby are consistent with, and in furtherance of, their respective business strategies and goals and are in the best interests of their respective stockholders; and

WHEREAS, as a condition to, and on the date immediately following, the execution of this Agreement, JPFI and RSI will enter into a stock option agreement (the "RSI Option Agreement") attached hereto as Exhibit A and a stock option agreement (the "JPFI Option Agreement" and, together with the RSI Option Agreement, the "Option Agreements") attached hereto as Exhibit B; and

WHEREAS, for federal income tax purposes, it is intended that the Merger will qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, for financial accounting purposes, it is intended that the Merger will be accounted for as a pooling of interests transaction under United States generally accepted accounting principles ("GAAP"); and

WHEREAS, as a condition to, and immediately following, the execution of this Agreement, JPFI and certain stockholders of RSI will enter into, and RSI will execute an acknowledgment to, a support agreement (the "Support Agreement") attached hereto as Exhibit C; and

WHEREAS, JPFI and RSI desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE I

THE MERGER

SECTION 1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law (the "DGCL"), RSI shall be merged with and into Merger Sub at the Effective Time (as defined in Section 1.3). Following the Effective Time, the separate corporate existence of RSI shall cease and Merger Sub shall be the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of RSI in accordance with the DGCL.

SECTION 1.2. Closing. The closing of the Merger (the "Closing") will take place at 10:00 a.m., New York City time, on a date to be specified by the parties (the "Closing Date"), which shall be no later than the second business day after satisfaction or waiver of the conditions set forth in Article VI, unless another time or date is agreed to by the parties hereto. The Closing will be held at such location in the City of New York as is agreed to by the parties hereto.

SECTION 1.3. Effective Time. Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the parties shall cause the Merger to be consummated by filing a certificate of merger or other appropriate documents (in any such case, the "Certificate of Merger") executed in accordance with the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of

State of Delaware, or at such subsequent date or time as JPFI and RSI shall agree and specify in the Certificate of Merger (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

SECTION 1.4. Effects of the Merger. The Merger shall have the effects set forth in Section 259 of the DGCL.

SECTION 1.5. Certificate of Incorporation and By-laws of the Surviving Corporation and JPFI.

(a) At the Effective Time, the Certificate of Incorporation and the by-laws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and by-laws of the Surviving Corporation, in each case until thereafter amended in accordance with applicable law; provided, however, that Article First of the Certificate of Incorporation of the Surviving Corporation shall be amended to read as follows:

The name of the Corporation (which is hereinafter referred to as the "Corporation") is Rykoff-Sexton, Inc.

(b) At the Effective Time, the by-laws of JPFI shall be amended as set forth

2

in Exhibit F and, as so amended, such by-laws shall be the by-laws of JPFI until thereafter changed or amended as provided therein or by applicable law.

SECTION 1.6. Directors and Officers.

(a) As of the Effective Time, James L. Miller shall be Chairman and Chief Executive Officer of JPFI and Mark Van Stekelenburg shall be Vice Chairman and President of JPFI and, subject to Section 1.6(b), shall be nominated for election to the class of directors of the JPFI Board of Directors whose terms shall expire in 1998.

(b) Prior to the Effective Time, JPFI shall (i) increase the number of members of the Board of Directors of JPFI to 17; (ii) take such action as may be necessary such that the Board of Directors of JPFI, immediately following the Effective Time, is comprised of (A) nine individuals, including each of the incumbent members of the JPFI Board of Directors (or their replacements), no fewer than five of whom shall be outside directors, as selected by JPFI prior to the Effective Time, plus (B) seven individuals, no fewer than four of whom shall be outside directors, two of whom shall be individuals designated by Merrill Lynch Capital Partners, Inc., one of whom shall be Mark Van Stekelenburg, and four of whom shall be current incumbents of the RSI Board of Directors who are not employees of RSI or its subsidiaries or affiliated with Merrill Lynch Capital Partners Inc. to be selected by RSI prior to the Effective Time, and (C) one additional person to be designated by the Chairman of JPFI following the Merger; provided that no person shall be deemed not to be an outside director for purposes of this Section 1.6(b) solely because such person is or has been an ML Director (as defined in Section 3.1(d)); and (iii) take such action as may be necessary such that two of the three classes of the JPFI Board of Directors shall be comprised of six directors each, three of whom shall be incumbent directors of the JPFI Board of Directors pursuant to clause (ii)(A) of this Section 1.6(b) and three of whom shall be designated as directors by RSI pursuant to clause (ii)(B) of this Section 1.6(b), and the third class of the JPFI Board of Directors shall be comprised of five directors, three of whom shall be incumbent directors of the JPFI Board of Directors pursuant to clause (ii)(A) of this Section 1.6(b), one of whom shall be designated as a director by RSI pursuant to clause (ii)(B) of this Section 1.6(b) and one of whom shall be designated as a director by the Chairman of JPFI pursuant to clause (ii)(C) of this Section 1.6(b). The two directors who shall be designated by Merrill Lynch Capital Partners, Inc. shall be appointed, one each, to the class of directors whose terms expire in 1999 and 2000, respectively. Of the four directors to be selected by RSI pursuant to clause (ii)(B) of the first sentence of this Section 1.6(b), James I. Maslon shall be appointed to the class of directors whose terms expire in 1998, and Bernard Sweet shall be appointed to the class of directors whose terms expire in 1999.

(c) As of the Effective Time, the JPFI Board of Directors shall initially have three committees, as follows: an audit committee, a compensation committee and a nominating committee. Each committee will be comprised of four directors, two of whom shall be designated by JPFI, one of whom shall be designated by RSI and one of whom shall be designated by mutual agreement of JPFI and RSI. The initial chairman of each of the of the audit committee, the compensation committee and the nominating committee shall be, until such

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chairman's replacement is duly designated by the JPFI Board of Directors, the JPFI director who is currently the incumbent chairman of such committee; provided, however, that in the event any of such chairs becomes vacant for any reason prior to the Effective Time, the chairman shall be the person thereafter designated by the JPFI Board of Directors pursuant to the Certificate of Incorporation and By-Laws of JPFI. One member of the nominating committee of the JPFI Board of Directors (and of an executive committee thereof, if such a committee is established) shall be designated by Merrill Lynch Capital Partners, Inc. as RSI's designee thereon.

(d) Except as set forth in Section 1.6(a), the directors and officers of Merger Sub immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

(e) It is currently contemplated that the first three vacancies on the JPFI Board of Directors to occur following the Effective Time shall not be filled, but that in each case the number of directors shall be reduced, so that the total number of directors constituting the JPFI Board of Directors shall thereafter be 14.

SECTION 1.7. Reservation of Right to Revise Transaction. If each of RSI, Merger Sub and JPFI agree, the parties hereto, prior to the receipt of the RSI Stockholder Approval and the JPFI Stockholder Approval (each as defined herein), may change the method of effecting the business combination between JPFI and RSI, and each party shall cooperate in such efforts, including to provide for (a) a merger of RSI with and into JPFI, or (b) mergers (to occur substantially simultaneously) of separate subsidiaries of a Delaware corporation jointly formed by JPFI and RSI for such purpose into each of JPFI and RSI; provided, however, that no such change shall (i) alter or change the amount or kind of consideration to be issued to holders of RSI Common Stock as provided for in this Agreement (the "Merger Consideration"), other than, in the case of clause (b) above, the identity of the issuer thereof, (ii) adversely affect the proposed accounting treatment for the Merger or the tax treatment to JPFI, RSI or their respective stockholders as a result of receiving the Merger Consideration, or (iii) materially delay receipt of any approval referred to in Section 6.1(c) or the consummation of the transactions contemplated by this Agreement.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

SECTION 2.1. Effect on Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, RSI or the holder of any shares of the following securities:

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(a) Cancellation of Treasury Stock and JPFI-Owned Stock. Each share of RSI Common Stock that is owned by RSI, Merger Sub or JPFI shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Conversion of RSI Common Stock. Subject to Section 2.2(e), each issued and outstanding share of RSI Common Stock (other than shares to be cancelled in accordance with Section 2.1(a)) shall be converted into the right to receive 0.84 (the "Exchange Ratio") validly issued, fully paid and nonassessable shares of common stock, par value \$.01 per share ("JPFI Common Stock"), of JPFI. As of the Effective Time, all such shares of RSI Common Stock shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares of RSI Common Stock shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration and any cash in lieu of fractional shares of JPFI Common Stock to be issued or paid in consideration therefor upon surrender of such certificate in accordance with Section 2.2, without interest.

(c) Conversion of Merger Sub Common Stock. Each share of common stock, par value \$.10 per share, of Merger Sub ("Merger Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall remain outstanding as a validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

(d) JPFI Common Stock. At and after the Effective Time, each

share of JPFI Common Stock issued and outstanding immediately prior to the Closing Date shall remain an issued and outstanding share of common stock of JPFI and shall not be affected by the Merger.

(e) Options and Warrants.

(i) RSI will take all action necessary such that, at the Effective Time, each option granted by RSI to purchase shares of RSI Common Stock which is outstanding and exercisable immediately prior thereto shall cease to represent a right to acquire shares of RSI Common Stock and shall be converted into an option to purchase shares of JPFI Common Stock in an amount and at an exercise price determined as provided below (and otherwise, in the case of options, subject to the terms of the RSI Stock Plans (as defined in Section 3.1(c)) and the agreements evidencing grants thereunder) (the "Assumed Options"):

(1) The number of shares of JPFI Common Stock to be subject to the new option shall be equal to the product of the number of shares of RSI Common Stock subject to the original option and the Exchange Ratio, provided that any fractional shares of JPFI Common Stock resulting from such multiplication shall be rounded to the nearest whole share; and

(2) The exercise price per share of JPFI Common Stock under the new option shall be equal to the exercise price per share of RSI Common

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Stock under the original option divided by the Exchange Ratio, provided that such exercise price shall be rounded to the nearest whole cent.

(ii) The adjustment provided herein with respect to any options that are "incentive stock options" (as defined in Section 422 of the Code) shall be and is intended to be effected in a manner that is consistent with Section 424(a) of the Code. The duration and other terms of the new options shall be the same as the original options except that all references to RSI shall be deemed to be references to JPFI.

(iii) At the Effective Time, the warrants, dated May 17, 1996, between RSI and each of Teachers Insurance and Annuity Association of America, the Nippon Credit Bank, Ltd. and Dresdner Bank AG (each, an "Assumed Warrant") shall be assumed by JPFI and shall constitute a warrant to acquire, otherwise on the same terms and conditions as were applicable under such Assumed Warrant, a number of shares of JPFI Common Stock equal to the number of JPFI Common Shares that a holder of such Assumed Warrant would have received in the Merger if such holder had exercised such Assumed Warrant for shares of RSI Common Stock immediately prior to the Effective Time, at a price per share equal to the aggregate exercise price for the shares of RSI Common Stock subject thereto divided by the number of JPFI Common Shares that a holder of such Assumed Warrant would have received in the Merger if such holder had exercised such Assumed Warrant for shares of RSI Common Stock immediately prior to the Effective Time.

(iv) As soon as practicable following the Effective Time, JPFI shall deliver, upon due surrender of the Assumed Options and Assumed Warrants, to holders of Assumed Options and Assumed Warrants appropriate option and warrant agreements representing the right to acquire JPFI Common Stock on the same terms and conditions as contained in the Assumed Options and Assumed Warrants (except as otherwise set forth in this Section 2.1(e)). Except as expressly contemplated herein, JPFI shall comply with the terms of the RSI Stock Plans as they apply to the Assumed Options. JPFI shall take all corporate action necessary to reserve for issuance a sufficient number of shares of JPFI Common Stock for delivery upon exercise of the Assumed Options and Assumed Warrants in accordance with this Section 2.1(e). JPFI shall file a registration statement on Form S-8 (or any successor form) or on another appropriate form, effective as of, or reasonably promptly following, the Effective Time, with respect to JPFI Common Stock subject to the Assumed Options and shall use commercially reasonable efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as the Assumed Options remain outstanding and exercisable. With respect to those individuals who, subsequent to the Effective Time, will be subject to the reporting requirements of Section 16 of the Exchange Act, JPFI shall administer the Hudson Stock Plans, where applicable, in a manner that complies with Rule 16b-3 promulgated under the

SECTION 2.2. Exchange of Certificates.

(a) Exchange Agent. As of the Effective Time, JPFI shall enter into an agreement with such bank or trust company as may be designated by JPFI and reasonably satisfactory to RSI (the "Exchange Agent") which shall provide that JPFI shall deposit with the Exchange Agent as of the Effective Time, for the benefit of the holders of shares of RSI Common Stock, for exchange in accordance with this Article II, through the Exchange Agent, certificates representing the shares of JPFI Common Stock (such shares of JPFI Common Stock, together with any dividends or distributions with respect thereto with a record date after the Effective Time, any Excess Shares (as defined in Section 2.2(e)) and any cash (including cash proceeds from the sale of the Excess Shares) payable in lieu of any fractional shares of JPFI Common Stock being hereinafter referred to as the "Exchange Fund") issuable pursuant to Section 2.1 in exchange for outstanding shares of RSI Common Stock.

(b) Exchange Procedures. As soon as reasonably practicable after the Effective Time, the Exchange Agent shall mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of RSI Common Stock (the "Certificates") whose shares were converted into the right to receive the Merger Consideration pursuant to Section 2.1, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent, and shall be in such form and have such other provisions as JPFI and RSI may reasonably specify) and (ii) instructions for use in surrendering the Certificates in exchange for the Merger Consideration. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal, duly executed, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of JPFI Common Stock which such holder has the right to receive pursuant to the provisions of this Article II, certain dividends or other distributions in accordance with Section 2.2(c) and cash in lieu of any fractional share of JPFI Common Stock in accordance with Section 2.2(e), and the Certificate so surrendered shall forthwith be cancelled. Notwithstanding anything to the contrary contained herein, no certificate representing JPFI Common Stock or cash in lieu of a fractional share interest shall be delivered to a person who is an affiliate of RSI for purposes of qualifying the Merger for pooling of interests accounting treatment under Opinion 16 of the Accounting Principles Board and applicable Securities and Exchange Commission ("SEC") rules and regulations, unless such person has executed and delivered an agreement in the form of Exhibit E hereto. In the event of a surrender of a Certificate representing shares of RSI Common Stock which are not registered in the transfer records of RSI under the name of the person surrendering such Certificate, a certificate representing the proper number of shares of JPFI Common Stock may be issued to a person other than the person in whose name the Certificate so surrendered is registered if such Certificate shall be properly endorsed or otherwise be in proper form for transfer and the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance of shares of JPFI Common Stock to a person other than the registered holder of such Certificate or establish to the satisfaction of JPFI that such tax has been paid or is not applicable. Until sur-

rendered as contemplated by this Section 2.2, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration which the holder thereof has the right to receive in respect of such Certificate pursuant to the provisions of this Article II, certain dividends or other distributions in accordance with Section 2.2(c) and cash in lieu of any fractional share of JPFI Common Stock in accordance with Section 2.2(e). No interest shall be paid or will accrue on any cash payable to holders of Certificates pursuant to the provisions of this Article II.

(c) Distributions with Respect to Unexchanged Shares. No dividends or other distributions with respect to JPFI Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the shares of JPFI Common Stock represented thereby, and, in the case of Certificates representing RSI Common Stock, no cash payment in lieu of fractional shares shall be paid to any such holder pursuant to Section 2.2(e), and all such dividends, other distributions and cash in lieu of fractional shares of JPFI Common Stock shall be paid by JPFI to the Exchange

Agent and shall be included in the Exchange Fund, in each case until the surrender of such Certificate in accordance with this Article II. Subject to the effect of applicable escheat or similar laws, following surrender of any such Certificate there shall be paid to the holder of the certificate representing whole shares of JPFI Common Stock issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of JPFI Common Stock and, in the case of Certificates representing RSI Common Stock, the amount of any cash payable in lieu of a fractional share of JPFI Common Stock to which such holder is entitled pursuant to Section 2.2(e) and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time and with a payment date subsequent to such surrender payable with respect to such whole shares of JPFI Common Stock.

(d) No Further Ownership Rights in RSI Common Stock. All shares of JPFI Common Stock issued upon the surrender for exchange of Certificates in accordance with the terms of this Article II (including any cash paid pursuant to this Article II) shall be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to the shares of RSI Common Stock theretofore represented by such Certificates, subject, however, to the Surviving Corporation's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time which may have been declared or made by RSI on such shares of RSI Common Stock which remain unpaid at the Effective Time, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of RSI Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to JPFI, the Surviving Corporation or the Exchange Agent for any reason, they shall be cancelled and exchanged as provided in this Article II, except as otherwise provided by law.

(e) No Fractional Shares.

(i) Notwithstanding anything to the contrary contained herein, no cer-

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tificates or scrip representing fractional shares of JPFI Common Stock shall be issued upon the surrender for exchange of Certificates, no dividend or distribution of JPFI shall relate to such fractional share interests and such fractional share interests will not entitle the owner thereof to vote or to any rights of a stockholder of JPFI. In lieu of the issuance of such fractional shares, JPFI shall pay each former holder of RSI Common Stock an amount in cash equal to the product obtained by multiplying (A) the fractional share interest to which such former holder (after taking into account all shares of RSI Common Stock held at the Effective Time by such holder) would otherwise be entitled by (B) the average of the closing prices of the JPFI Common Stock as reported on the NYSE Composite Reporting Tape (as reported in The Wall Street Journal, or, if not reported therein, any other authoritative source) during the ten trading days preceding the fifth trading day prior to the Closing Date (such average, the "Average JPFI Price").

(ii) As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Certificates formerly representing RSI Common Stock with respect to any fractional share interests, the Exchange Agent shall make available such amounts to such holders of Certificates formerly representing RSI Common Stock subject to and in accordance with the terms of Section 2.2(c).

(f) Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the holders of the Certificates for six months after the Effective Time shall be delivered to JPFI, upon demand, and any holders of the Certificates who have not theretofore complied with this Article II shall thereafter look only to JPFI for payment of their claim for Merger Consideration, any dividends or distributions with respect to JPFI Common Stock and any cash in lieu of fractional shares of JPFI Common Stock.

(g) No Liability. None of JPFI, RSI, Merger Sub, the Surviving Corporation or the Exchange Agent shall be liable to any person in respect of any shares of JPFI Common Stock, any dividends or distributions with respect thereto, any cash in lieu of fractional shares of JPFI Common Stock or any cash from the Exchange Fund, in each case delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(h) Investment of Exchange Fund. The Exchange Agent shall invest any cash included in the Exchange Fund, as directed by JPFI, on a daily basis. Any interest and other income resulting from such investments shall be paid to JPFI.

(i) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such person of a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration and, if applicable, any unpaid dividends and distributions on shares of JPFI Common Stock deliverable in respect thereof and any cash in lieu of fractional shares, in each

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case pursuant to this Agreement.

SECTION 2.3. Certain Adjustments. If between the date hereof and the Effective Time, the outstanding shares of RSI Common Stock or of JPFI Common Stock shall be changed into a different number of shares by reason of any reclassification, recapitalization, split-up, combination or exchange of shares, or any dividend payable in stock or other securities shall be declared thereon with a record date within such period, the Exchange Ratio shall be adjusted accordingly to provide to the holders of RSI Common Stock the same economic effect as contemplated by this Agreement prior to such reclassification, recapitalization, split-up, combination, exchange or dividend.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations and Warranties of RSI. Except as disclosed in the Disclosure Schedule delivered by RSI to JPFI prior to the execution of this Agreement (the "RSI Disclosure Schedule") and making reference to the particular subsection of this Agreement to which exception is being taken, RSI represents and warrants to JPFI as follows:

(a) Organization, Standing and Corporate Power.

(i) Each of RSI and its subsidiaries (as defined in Section 8.3) is a corporation or other legal entity duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to carry on its business as now being conducted, except, as to subsidiaries, for those jurisdictions where the failure to be so organized, existing or in good standing individually or in the aggregate would not have a material adverse effect (as defined in Section 8.3) on RSI. Each of RSI and its subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, except for those jurisdictions where the failure to be so qualified or licensed or to be in good standing individually or in the aggregate would not have a material adverse effect on RSI.

(ii) RSI has delivered to JPFI prior to the execution of this Agreement complete and correct copies of any amendments to its certificate of incorporation (the "RSI Certificate") and by-laws not filed as of the date hereof with the RSI Filed SEC Documents (as defined in Section 3.1(g)).

(iii) In all material respects, the minute books of RSI and its

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subsidiaries contain accurate records of all meetings and accurately reflect all other actions taken by the stockholders, the Board of Directors and all committees of the Board of Directors of RSI (or, as the case may be, each of its subsidiaries) since January 1, 1995.

(b) Subsidiaries. Exhibit 21 to RSI's Annual Report on Form 10-K for the fiscal year ended April 27, 1996 includes all the subsidiaries of RSI which as of the date of this Agreement are Significant Subsidiaries (as defined in Rule 1-02 of Regulation S-X of the SEC). All the outstanding shares of capital stock of, or other equity interests in, each such Significant Subsidiary have been validly issued and are fully paid and nonassessable and are

owned directly or indirectly by RSI, free and clear of all pledges, claims, liens, charges, encumbrances and security interests of any kind or nature whatsoever (collectively, "Liens") and free of any other restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests), other than Liens and restrictions imposed by RSI's debt agreements included as exhibits to the RSI Filed SEC Documents.

(c) Capital Structure. The authorized capital stock of RSI consists of 40,000,000 shares of RSI Common Stock and 10,000,000 shares of preferred stock, par value \$.10 per share ("RSI Preferred Stock"). At the close of business on June 25, 1997: (i) 27,969,503 shares of RSI Common Stock were issued and outstanding; (ii) 271,020 shares of RSI Common Stock were held by RSI in its treasury; (iii) no shares of RSI Preferred Stock were issued and outstanding; (iv) 1,479,113 shares of RSI Common Stock were reserved for issuance pursuant to all stock option, restricted stock or other stock-based compensation, benefits or savings plans, agreements or arrangements in which current or former employees or directors of RSI or its subsidiaries participate as of the date hereof (including, without limitation, the 1980 Stock Option Plan, the 1988 Stock Option and Compensation Plan, the RSI 1989 Director Stock Option Plan, the RSI 1993 Director Stock Option Plan, the 1995 Key Employees Stock Option and Compensation Plan, the RSI Convertible Award Plan (Officer and Key Employee Edition), the RSI Convertible Award Plan (Director Edition), the Amended and Restated Management Stock Option Plan of WS Holdings Corporation, the Amended and Restated US Foodservice Inc. 1992 Stock Option Plan and the Amended and Restated US Foodservice Inc. 1993 Stock Option Plan), complete and correct copies of which, in each case as amended as of the date hereof, have been filed as exhibits to the RSI Filed SEC Documents or delivered to JFFI (such plans, collectively, the "RSI Stock Plans"); (v) 331,761 shares of RSI Common Stock were reserved for issuance upon conversion of the Assumed Warrants and (vi) 125,000 shares of RSI Preferred Stock were reserved for issuance upon exercise of preferred stock purchase rights (the "RSI Rights") issued pursuant to the Amended and Restated Rights Agreement, dated as of May 15, 1996, by and between RSI and ChaseMellon Shareholder Services L.L.C., as rights agent (as successor to Chemical Bank) (the "RSI Rights Agreement"). Section 3.1(c) of the RSI Disclosure Schedule sets forth a complete and correct list, as of June 27, 1997, of the number of shares of RSI Common Stock subject to employee stock options or other rights to purchase or receive RSI Common Stock granted under the RSI Stock Plans (collectively, "RSI Employee Stock Options"), the dates of grant and exercise prices thereof. All outstanding shares of capital stock of RSI are, and all shares which may be issued will be, when issued, duly authorized, val-

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idly issued, fully paid and nonassessable and not subject to preemptive rights. Except as set forth in this Section 3.1(c) and except for changes since June 27, 1997 resulting from the issuance of shares of RSI Common Stock pursuant to the RSI Employee Stock Options or as expressly permitted by this Agreement, (x) there are not issued, reserved for issuance or outstanding (A) any shares of capital stock or other voting securities of RSI, (B) any securities of RSI or any RSI subsidiary convertible into or exchangeable or exercisable for shares of capital stock or voting securities of RSI, (C) any warrants, calls, options or other rights to acquire from RSI or any RSI subsidiary, and any obligation of RSI or any RSI subsidiary to issue, any capital stock, voting securities or securities convertible into or exchangeable or exercisable for capital stock or voting securities of RSI, and (y) there are no outstanding obligations of RSI or any RSI subsidiary to repurchase, redeem or otherwise acquire any such securities or to issue, deliver or sell, or cause to be issued, delivered or sold, any such securities. There are no outstanding (A) securities of RSI or any RSI subsidiary convertible into or exchangeable or exercisable for shares of capital stock or other voting securities or ownership interests in any RSI subsidiary, (B) warrants, calls, options or other rights to acquire from RSI or any RSI subsidiary, and any obligation of RSI or any RSI subsidiary to issue, any capital stock, voting securities or other ownership interests in, or any securities convertible into or exchangeable or exercisable for any capital stock, voting securities or ownership interests in, any RSI subsidiary or (C) obligations of RSI or any RSI subsidiary to repurchase, redeem or otherwise acquire any such outstanding securities of RSI subsidiaries or to issue, deliver or sell, or cause to be issued, delivered or sold, any such securities. Except as described in Section 3.1(b), neither RSI nor any RSI subsidiary is a party to any agreement restricting the purchase or transfer of, relating to the voting of, requiring registration of, or granting any preemptive or, except as provided by the terms of the RSI Employee Stock Options, antidilutive rights with respect to, any securities of the type referred to in the two preceding sentences. Other than the RSI subsidiaries, RSI does not directly or indirectly beneficially own any securities or other beneficial ownership interests in any other entity except for non-controlling investments made in the ordinary course of business in entities which are not individually or in the aggregate material to RSI and its subsidiaries as a whole.

(d) Authority; Noncontravention. RSI has all requisite corporate power and authority to enter into this Agreement, each of the Option

Agreements and, subject, in the case of the Merger, to the RSI Stockholder Approval (as defined in Section 3.1(l)), to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Option Agreements by RSI and the consummation by RSI of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of RSI, subject, in the case of the Merger, to the RSI Stockholder Approval. This Agreement has been, and the Option Agreements will be, duly executed and delivered by RSI and, assuming the due authorization, execution and delivery thereof by JPFI, constitutes (or will constitute, as the case may be) the legal, valid and binding obligation of RSI, enforceable against RSI in accordance with their terms. The execution and delivery of this Agreement does not, and the execution and delivery of the Option Agreements and the consummation of the transactions contemplated hereby and thereby and compliance with the provisions of this Agreement and the Option Agreements will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancella-

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tion or acceleration of any obligation or loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets of RSI or any of its subsidiaries or (assuming the consummation of the transactions contemplated hereby without giving effect to Section 1.7) in any restriction on the conduct of JPFI's business or operations under, (i) the RSI Certificate or the by-laws of RSI or the comparable organizational documents of any of its subsidiaries, (ii) except as contemplated by Section 5.17, any loan or credit agreement, note, bond, mortgage, indenture, trust document, lease or other agreement, instrument, permit, concession, franchise, license or similar authorization applicable to RSI or any of its subsidiaries or their respective properties or assets or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to RSI or any of its subsidiaries or their respective properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, defaults, rights, losses, restrictions or Liens that individually or in the aggregate would not (x) have a material adverse effect on RSI or JPFI or (y) reasonably be expected to impair the ability of RSI to perform its obligations under this Agreement and the Option Agreements. No consent, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any federal, state, local or foreign government, any court, administrative, regulatory or other governmental agency, commission or authority or any nongovernmental self-regulatory agency, commission or authority (a "Governmental Entity") is required by or with respect to RSI or any of its subsidiaries in connection with the execution and delivery of this Agreement or the Option Agreements by RSI or the consummation by RSI of the transactions contemplated hereby and thereby, except for (1) the filing of a pre-merger notification and report form by RSI under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); (2) the filing with the SEC of (A) a proxy statement relating to the RSI Stockholders Meeting (as defined in Section 5.1(b)) (such proxy statement, together with the proxy statement relating to the JPFI Stockholders Meeting (as defined in Section 5.1(c)), in each case as amended or supplemented from time to time, the "Joint Proxy Statement"), and (B) such reports under Section 13(a), 13(d), 15(d) or 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as may be required in connection with this Agreement, the Option Agreements and the transactions contemplated hereby and thereby; (3) the filing of the Certificate of Merger with the Secretary of State of Delaware and appropriate documents with the relevant authorities of other states in which RSI is qualified to do business and such filings with Governmental Entities to satisfy the applicable requirements of state securities or "blue sky" laws; and (4) such consents, approvals, orders or authorizations the failure of which to be made or obtained individually or in the aggregate would not (x) have a material adverse effect on RSI or (y) reasonably be expected to impair the ability of RSI to perform its obligations under this Agreement. The entry into the Support Agreement by the Stockholders (as defined in the Support Agreement) and the consummation of the transactions contemplated thereby has been approved by the RSI Board of Directors in the manner contemplated by Section 3.1(a) of that certain Standstill Agreement (the "Standstill Agreement"), dated as of May 17, 1996, by and between RSI and the ML Entities (as defined therein). The entry into this Agreement and the consummation of the transactions contemplated hereby has been agreed to by a majority of the ML Directors (as defined in the Standstill Agreement) for all purposes of the Standstill Agreement as may be relevant to effecting the transactions contemplated by this Agreement and

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the Support Agreement (including, without limitation, Section 2.2(a) thereof).

(e) SEC Documents; Undisclosed Liabilities. RSI has filed all

required registration statements, prospectuses, reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein) with the SEC since December 31, 1994 (the "RSI SEC Documents"). As of their respective dates, the RSI SEC Documents complied in all material respects with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such RSI SEC Documents, and none of the RSI SEC Documents when filed contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of RSI included in the RSI SEC Documents comply as to form, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated financial position of RSI and its consolidated subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). RSI has not treated as restructuring charges any significant expenses that RSI would otherwise have expensed against operating income in the ordinary course of business. Except (i) as reflected in such financial statements or in the notes thereto or (ii) for liabilities incurred in connection with this Agreement, the Option Agreements or the transactions contemplated hereby or thereby, neither RSI nor any of its subsidiaries has any liabilities or obligations of any nature which, individually or in the aggregate, would have a material adverse effect on RSI.

(f) Information Supplied. None of the information supplied or to be supplied by RSI specifically for inclusion or incorporation by reference in (i) the registration statement on Form S-4 to be filed with the SEC by JPMF in connection with the issuance of JPMF Common Stock in the Merger (the "Form S-4") will, at the time the Form S-4 becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) the Joint Proxy Statement will, at the date it is first mailed to RSI's stockholders or at the time of the RSI Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Joint Proxy Statement will comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder, except that no representation or warranty is made by RSI with respect to statements made or incorporated by reference therein based on information supplied by JPMF specifically for inclusion or incorporation by reference in the Joint Proxy Statement.

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(g) Absence of Certain Changes or Events. Except for liabilities incurred in connection with this Agreement, the Option Agreements or the transactions contemplated hereby and thereby, and except as permitted by Section 4.1(a), since April 27, 1996, RSI and its subsidiaries have conducted their business only in the ordinary course consistent with past practice or as disclosed in any RSI SEC Document filed since such date and prior to the date hereof, and there has not been (i) any material adverse change (as defined in Section 8.3) in RSI, (ii) any declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property) with respect to any of RSI's capital stock, (iii) any split, combination or reclassification of any of RSI's capital stock or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of RSI's capital stock, except for issuances of RSI Common Stock upon exercise or conversion of RSI Employee Stock Options, in each case awarded prior to the date hereof in accordance with their present terms or issued pursuant to Section 4.1(a), (iv) (A) any granting by RSI or any of its subsidiaries to any current or former director, executive officer or other key employee of RSI or its subsidiaries of any increase in compensation, bonus or other benefits, except for normal increases as a result of promotions, normal increases of base pay in the ordinary course of business or as was required under any employment agreements in effect as of April 27, 1996 or disclosed in Section 3.1(i) of the RSI Disclosure Schedule, (B) any granting by RSI or any of its subsidiaries to any such current or former director, executive officer or key employee of any increase in severance or termination pay, or (C) any entry by RSI or any of its subsidiaries into, or any amendment of, any employment, deferred compensation, consulting, severance, termination or indemnification agreement with any such current or former director, executive officer or key employee, (v) except insofar as may have been disclosed in RSI SEC Documents filed and publicly available prior to the date of this Agreement (as amended to the date hereof, the "RSI Filed SEC Documents") or required by a change in GAAP, any change in

accounting methods, principles or practices by RSI materially affecting its assets, liabilities or business, (vi) except insofar as may have been disclosed in the RSI Filed SEC Documents, any tax election that individually or in the aggregate would have a material adverse effect on RSI or any of its tax attributes or any settlement or compromise of any material income tax liability, or (vii) any action taken by RSI or any of the RSI subsidiaries during the period from April 28, 1996 through the date of this Agreement that, if taken during the period from the date of this Agreement through the Effective Time, would constitute a breach of Section 4.1(a).

(h) Compliance with Applicable Laws; Litigation.

(i) RSI, its subsidiaries and employees hold all permits, licenses, variances, exemptions, orders, registrations and approvals of all Governmental Entities which are required for the operation of the businesses of RSI and its subsidiaries (the "RSI Permits"), except where the failure to have any such RSI Permits individually or in the aggregate would not have a material adverse effect on RSI. RSI and its subsidiaries are in compliance with the terms of the RSI Permits and all applicable statutes, laws, ordinances, rules and regulations, except where the failure so to comply individually or in the aggregate would not have a material adverse effect on RSI. As of the date of this Agreement, except as disclosed in the RSI Filed SEC Documents, no action, demand,

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requirement or investigation by any Governmental Entity and no suit, action or proceeding by any person, in each case with respect to RSI or any of its subsidiaries or any of their respective properties, is pending or, to the knowledge (as defined in Section 8.3) of RSI, threatened, other than, in each case, those the outcome of which individually or in the aggregate would not (A) have a material adverse effect on RSI or (B) reasonably be expected to impair the ability of RSI to perform its obligations under this Agreement or the Option Agreements or prevent or materially delay the consummation of any of the transactions contemplated hereby or thereby.

(ii) Neither RSI nor any RSI subsidiary is subject to any outstanding order, injunction or decree which has had or, insofar as can be reasonably foreseen, individually or in the aggregate will have, a material adverse effect on RSI.

(i) Absence of Changes in Benefit Plans. RSI has delivered to JPFI true and complete copies of (i) all severance and employment agreements of RSI with directors, executive officers or key employees, (ii) all severance programs and policies of each of RSI and each RSI subsidiary, and (iii) all plans or arrangements of RSI and each RSI subsidiary relating to its employees which contain change in control provisions, in each case which has not been filed as an exhibit to a RSI Filed SEC Document. Since April 27, 1996, there has not been any adoption or amendment in any material respect by RSI or any of its subsidiaries of any collective bargaining agreement, employment agreement, consulting agreement, severance agreement or any material bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, arrangement or understanding providing benefits to any current or former employee, officer or director of RSI or any of its wholly owned subsidiaries (collectively, the "RSI Benefit Plans"), or any material change in any actuarial or other assumption used to calculate funding obligations with respect to any RSI pension plans, or any material change in the manner in which contributions to any RSI pension plans are made or the basis on which such contributions are determined. Since April 27, 1996, neither RSI nor any RSI subsidiary has amended any RSI Employee Stock Options or any RSI Stock Plans to accelerate the vesting of, or release restrictions on, awards thereunder, or to provide for such acceleration in the event of a change in control.

(j) ERISA Compliance.

(i) With respect to the RSI Benefit Plans, no event has occurred and, to the knowledge of RSI, there exists no condition or set of circumstances, in connection with which RSI or any of its subsidiaries could be subject to any liability that individually or in the aggregate would have a material adverse effect on RSI under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Code or any other applicable law.

(ii) Each RSI Benefit Plan has been administered in accordance with its terms, except for any failures so to administer any RSI Benefit Plan that individually

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or in the aggregate would not have a material adverse effect on RSI. RSI, its subsidiaries and all the RSI Benefit Plans have been operated, and are, in compliance with the applicable provisions of ERISA, the Code and all other applicable laws and the terms of all applicable collective bargaining agreements, except for any failures to be in such compliance that individually or in the aggregate would not have a material adverse effect on RSI. Each RSI Benefit Plan that is intended to be qualified under Section 401(a) or 401(k) of the Code has received a favorable determination letter from the Internal Revenue Service ("IRS") that it is so qualified and each trust established in connection with any RSI Benefit Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code has received a determination letter from the IRS that such trust is so exempt. To the knowledge of RSI, no fact or event has occurred since the date of any determination letter from the IRS which is reasonably likely to affect adversely the qualified status of any such RSI Benefit Plan or the exempt status of any such trust.

(iii) Neither RSI nor any of its subsidiaries has incurred any unsatisfied liability under Title IV of ERISA (other than liability for premiums to the Pension Benefit Guaranty Corporation arising in the ordinary course). No RSI Benefit Plan has incurred an "accumulated funding deficiency" (within the meaning of Section 302 of ERISA or Section 412 of the Code) whether or not waived. To the knowledge of RSI, there are not any facts or circumstances that would materially change the funded status of any RSI Benefit Plan that is a "defined benefit" plan (as defined in Section 3(35) of ERISA) since the date of the most recent actuarial report for such plan. Each RSI Benefit Plan that is a "multiemployer plan" within the meaning of Section 3(37) of ERISA is set forth on Section 3.1(j)(iii) of the RSI Disclosure Schedule.

(iv) With respect to each of the RSI Benefit Plans (other than any multiemployer plan) that is subject to Title IV of ERISA, the present value of accrued benefits under each such plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such plan's actuary with respect to such plan, did not, as of its latest valuation date, exceed the then current value of the aggregate assets of such plans allocable to such accrued benefits in any material respect. With respect to any RSI Benefit Plan that is a multiemployer plan, (A) neither RSI nor any of its subsidiaries has any contingent liability under Section 4204 of ERISA, and no circumstances exist that present a material risk that any such plan will go into reorganization, and (B) the aggregate withdrawal liability of RSI and its subsidiaries, computed as if a complete withdrawal by RSI and any of its subsidiaries had occurred under each such RSI Benefit Plan on the date hereof, would not be material.

(v) No RSI Benefit Plan provides medical benefits (whether or not insured), with respect to current or former employees after retirement or other termination of service (other than coverage mandated by applicable law or benefits, the full cost of which is borne by the current or former employee) other than individual arrangements the amounts of which are not material.

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(vi) RSI has previously provided to JPFI a copy of each collective bargaining or other labor union contract applicable to persons employed by RSI or any of its subsidiaries to which RSI or any of its subsidiaries is a party. No collective bargaining agreement is being negotiated or renegotiated by RSI or any of its subsidiaries. As of the date of this Agreement, there is no labor dispute, strike or work stoppage against RSI or any of its subsidiaries pending or, to the knowledge of RSI, threatened which may interfere with the respective business activities of RSI or any of its subsidiaries, except where such dispute, strike or work stoppage individually or in the aggregate would not have a material adverse effect on RSI. As of the date of this Agreement, to the knowledge of RSI, none of RSI, any of its subsidiaries or any of their respective representatives or employees has committed any material unfair labor practice in connection with the operation of the respective businesses of RSI or any of its subsidiaries, and there is no material charge or complaint against RSI or any of its subsidiaries by the National Labor Relations Board or any comparable governmental agency pending or threatened in writing.

(vii) No employee of RSI will be entitled to any

material payment, additional benefits or any acceleration of the time of payment or vesting of any benefits under any RSI Benefit Plan as a result of the transactions contemplated by this Agreement (either alone or in conjunction with any other event such as a termination of employment), except that substantially all RSI Employee Stock Options will vest as of the date on which RSI Stockholder Approval is obtained.

(k) Taxes.

(i) Each of RSI and its subsidiaries has filed all material tax returns and reports required to be filed by it (taking into account all applicable extensions) and all such returns and reports are complete and correct in all material respects, or requests for extensions to file such returns or reports have been timely filed, granted and have not expired, except to the extent that such failures to file, to be complete or correct or to have extensions granted that remain in effect individually or in the aggregate would not have a material adverse effect on RSI. RSI and each of its subsidiaries has paid (or RSI has paid or caused to be paid on its behalf) all taxes (as defined herein) shown as due on such returns, and the most recent financial statements contained in the RSI Filed SEC Documents reflect an adequate reserve in accordance with GAAP for all taxes payable by RSI and its subsidiaries for all taxable periods and portions thereof accrued through the date of such financial statements.

(ii) No deficiencies for any taxes have, to the knowledge of RSI, been proposed, asserted or assessed against RSI or any of its subsidiaries that are not adequately reserved for, except for deficiencies that individually or in the aggregate would not have a material adverse effect on RSI. The federal income tax returns of RSI and each of its subsidiaries consolidated in such returns for tax years through 1993 (1992 in the case of U.S. Foodservice and its subsidiaries) have closed by virtue of the

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applicable statute of limitations.

(iii) Neither RSI nor any of its subsidiaries has taken any action or knows of any fact, agreement, plan or other circumstance that is reasonably likely to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

(iv) As used in this Agreement, "taxes" shall include all (x) federal, state, local or foreign income, property, sales, excise and other taxes or similar governmental charges, including any interest, penalties or additions with respect thereto, (y) liability for the payment of any amounts of the type described in (x) as a result of being a member of an affiliated, consolidated, combined or unitary group, and (z) liability for the payment of any amounts described in (x) or (y) as a result of being party to any tax sharing agreement or as a result of any express or implied obligation to indemnify any other person with respect to the payment of any amounts of the type described in clause (x) or (y).

(l) Voting Requirements. The affirmative vote at the RSI Stockholders Meeting (the "RSI Stockholder Approval") of the holders of a majority of all outstanding shares of RSI Common Stock to adopt this Agreement is the only vote of the holders of any class or series of RSI's capital stock necessary to approve and adopt this Agreement and the transactions contemplated hereby, including the Merger.

(m) State Takeover Statutes; Certain Provisions of RSI Certificate. The Board of Directors of RSI has adopted a resolution or resolutions approving this Agreement and the Option Agreements and the transactions contemplated hereby and thereby and, assuming the accuracy of JPFI's representation and warranty contained in Section 3.2(q), (a) such approval constitutes approval of the Merger and the other transactions contemplated hereby and by the Option Agreements by the RSI Board of Directors under (i) the provisions of Section 203 of the DGCL such that Section 203 of the DGCL does not apply to this Agreement, the Option Agreements and the transactions contemplated hereby and thereby and (ii) Section A.2. of Article Fourteenth of the RSI Certificate such that the 80% vote otherwise required by Article Fourteenth does not apply to this Agreement, the Option Agreements or the transactions contemplated hereby or thereby; and (b) for purposes of Article Twelfth of the RSI Certificate ("Article Twelfth"), such approval constitutes approval of this Agreement and the Option Agreements and the transactions contemplated hereby and thereby (and the RSI Board of Directors has conclusively determined, pursuant to Article Twelfth, that such agreements together constitute the "memorandum of understanding" contemplated by Article Twelfth) for purposes of Section B of Article Twelfth such that the 80% vote otherwise

required by Article Twelfth does not apply to this Agreement, the Option Agreements or the transactions contemplated hereby or thereby. To the knowledge of RSI, except for Section 203 of the DGCL (which has been rendered inapplicable), no state takeover statute is applicable to the Merger or the other transactions contemplated hereby.

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(n) Accounting Matters. To its knowledge, neither RSI nor any of its affiliates (as such term is used in Section 5.10) has taken or agreed to take any action (including, without limitation, in connection with any RSI Stock Plan or any agreement thereunder) that would prevent the business combination to be effected by the Merger from being accounted for as a "pooling of interests" and RSI has no reason to believe that the Merger will not qualify for "pooling of interests" accounting.

(o) Brokers. No broker, investment banker, financial advisor or other person other than Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Wasserstein Perella & Co., Inc. ("Wasserstein"), the fees and expenses of which will be paid by RSI, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of RSI. RSI has furnished to JPFI true and complete copies of all agreements under which any such fees or expenses are payable and all indemnification and other agreements related to the engagement of the persons to whom such fees are payable.

(p) Opinions of Financial Advisors. RSI has received the opinions of Merrill Lynch and Wasserstein, each dated the date of this Agreement, to the effect that, as of such date, the Exchange Ratio for the conversion of RSI Common Stock into JPFI Common Stock is fair from a financial point of view to holders of shares of RSI Common Stock (other than JPFI and its affiliates), signed copies of which opinions have been delivered to JPFI, it being understood and agreed by JPFI that such opinions are for the benefit of the Board of Directors of RSI and may not be relied upon by JPFI, its affiliates or any of their respective stockholders.

(q) Ownership of JPFI Common Stock. To the knowledge of RSI, as of the date hereof (and before giving effect to the JPFI Option Agreement, which will be entered into immediately after the execution of this Agreement), neither RSI nor, to its knowledge without independent investigation, any of its affiliates, (i) beneficially owns (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, or (ii) is party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, in each case, shares of capital stock of JPFI.

(r) Intellectual Property. RSI and its subsidiaries own or have a valid license to use all trademarks, service marks, trade names, patents and copyrights (including any registrations or applications for registration of any of the foregoing) (collectively, the "RSI Intellectual Property") necessary to carry on its business substantially as currently conducted except for such RSI Intellectual Property the failure of which to own or validly license individually or in the aggregate would not have a material adverse effect on RSI. Neither RSI nor any such subsidiary has received any notice of infringement of or conflict with, and, to RSI's knowledge, there are no infringements of or conflicts (i) with the rights of others with respect to the use of, or (ii) by others with respect to, any RSI Intellectual Property that individually or in the aggregate, in either such case, would have a material adverse effect on RSI.

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(s) Certain Contracts. Except as set forth in the RSI Filed SEC Documents, neither RSI nor any of its subsidiaries is a party to or bound by (i) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC), (ii) any non-competition agreement or any other agreement or obligation which purports to limit in any material respect the manner in which, or the localities in which, all or any material portion of the business of RSI and its subsidiaries (including, for purposes of this Section 3.1(s), JPFI and its subsidiaries, assuming the Merger has taken place), taken as a whole, is or would be conducted, (iii) any exclusive supply or purchase contracts or any exclusive requirements contracts or (iv) any contract or other agreement which would prohibit or materially delay the consummation of the Merger or any of the transactions contemplated by this Agreement (all contracts of the type described in clauses (i) and (ii) being referred to herein as "RSI Material Contracts"). RSI has delivered to JPFI, prior to the execution of this Agreement, complete and correct copies of all RSI Material Contracts not filed as exhibits to the RSI Filed SEC Documents. Each RSI Material Contract is valid

and binding on RSI (or, to the extent a RSI subsidiary is a party, such subsidiary) and is in full force and effect, and RSI and each RSI subsidiary have in all material respects performed all obligations required to be performed by them to date under each RSI Material Contract, except where such noncompliance, individually or in the aggregate, would not have a material adverse effect on RSI. Neither RSI nor any RSI subsidiary knows of, or has received notice of, any violation or default under (nor, to the knowledge of RSI, does there exist any condition which with the passage of time or the giving of notice or both would result in such a violation or default under) any RSI Material Contract.

(t) RSI Rights Agreement. RSI has taken all action (including, if required, redeeming all of the outstanding preferred stock purchase rights issued pursuant to the RSI Rights Agreement or amending the RSI Rights Agreement) so that the entering into of this Agreement, the RSI Option Agreement and the Support Agreement, the Merger, the acquisition of shares pursuant to the RSI Option Agreement and the other transactions contemplated hereby and thereby do not and will not result in the grant of any rights to any person under the RSI Rights Agreement or enable or require the RSI Rights to be exercised, distributed or triggered.

(u) Environmental Liability. There are no legal, administrative, arbitral or other proceedings, claims, actions, causes of action, private environmental investigations or remediation activities or governmental investigations of any nature pending or threatened against RSI or any of its subsidiaries seeking to impose, or that could reasonably be expected to result in the imposition of, on RSI or any of its subsidiaries, any liability or obligation arising under common law or under any local, state or federal environmental statute, regulation or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), which liability or obligation could reasonably be expected to have a material adverse effect on RSI. To the knowledge of RSI, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that could reasonably be expected to have a material adverse effect on RSI.

SECTION 3.2. Representations and Warranties of JPFI and Merger Sub. Except

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as disclosed in the Disclosure Schedule delivered by JPFI and Merger Sub to RSI prior to the execution of this Agreement (the "JPFI Disclosure Schedule") and making reference to the particular subsection of this Agreement to which exception is being taken, JPFI and Merger Sub jointly and severally represent and warrant to RSI as follows:

(a) Organization, Standing and Corporate Power.

(i) Each of JPFI and its subsidiaries is a corporation or other legal entity duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to carry on its business as now being conducted, except, as to subsidiaries, for those jurisdictions where the failure to be so organized, existing or in good standing individually or in the aggregate would not have a material adverse effect on JPFI. Each of JPFI and its subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, except for those jurisdictions where the failure to be so qualified or licensed or to be in good standing individually or in the aggregate would not have a material adverse effect on JPFI.

(ii) JPFI has delivered to RSI prior to the execution of this Agreement complete and correct copies of any amendments to its certificate of incorporation (the "JPFI Certificate") and by-laws not filed as of the date hereof with the JPFI Filed SEC Documents (as defined in Section 3.2(g)).

(iii) In all material respects, the minute books of JPFI and its subsidiaries contain accurate records of all meetings and accurately reflect all other actions taken by the stockholders, the Board of Directors and all committees of the Board of Directors of JPFI (or, as the case may be, each of its subsidiaries) since January 1, 1995.

(b) Subsidiaries. Exhibit 21 to JPFI's Annual Report on Form 10-K for the fiscal year ended June 29, 1996 includes all the subsidiaries of

JPFI which as of the date of this Agreement are Significant Subsidiaries. All the outstanding shares of capital stock of, or other equity interests in, each such Significant Subsidiary have been validly issued and are fully paid and nonassessable and are owned directly or indirectly by JPFI, free and clear of all Liens and free of any other restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests).

(c) Capital Structure. The authorized capital stock of JPFI consists of 75,000,000 shares of JPFI Common Stock and 5,000,000 shares of preferred stock, par value \$.01 per share ("JPFI Preferred Stock"). At the close of business on June 24, 1997: (i) 22,588,688.61 shares of JPFI Common Stock were issued and outstanding (including shares of

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restricted JPFI Common Stock); (ii) no shares of JPFI Common Stock were held by JPFI in its treasury; (iii) no shares of JPFI Preferred Stock were issued and outstanding; (iv) 4,264,329 shares of JPFI Common Stock were reserved for issuance pursuant to all stock option, restricted stock or other stock-based compensation, benefits or savings plans, agreements or arrangements in which current or former employees or directors of JPFI or its subsidiaries participate as of the date hereof, including, without limitation, the JPFI 1994 Stock Incentive Plan, the JPFI Stock Option Plan for Outside Directors and the JPFI 1994 Employee Stock Purchase Plan, complete and correct copies of which, in each case as amended as of the date hereof, have been filed with the JPFI Filed SEC Documents or delivered to RSI (such plans, collectively, the "JPFI Stock Plans"); and (v) 350,000 shares of JPFI Preferred Stock were reserved for issuance upon exercise of preferred share purchase rights issued pursuant to the Rights Agreement, dated as of February 19, 1996, between JPFI and The Bank of New York, as rights agent (the "JPFI Rights Agreement"). Section 3.2(c) of the JPFI Disclosure Schedule sets forth a complete and correct list, as of June 24, 1997, of the number of shares of JPFI Common Stock subject to employee stock options or other rights to purchase or receive JPFI Common Stock granted under the JPFI Stock Plans (collectively, "JPFI Employee Stock Options"), the dates of grant and exercise prices thereof. All outstanding shares of capital stock of JPFI are, and all shares which may be issued pursuant to this Agreement or otherwise will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. Except as set forth in this Section 3.2(c), and except for changes since June 24, 1997 resulting from the issuance of shares of JPFI Common Stock pursuant to the JPFI Employee Stock Options or as expressly permitted by this Agreement, (x) there are not issued, reserved for issuance or outstanding (A) any shares of capital stock or other voting securities of JPFI, (B) any securities of JPFI or any JPFI subsidiary convertible into or exchangeable or exercisable for shares of capital stock or voting securities of JPFI, (C) any warrants, calls, options or other rights to acquire from JPFI or any JPFI subsidiary, and any obligation of JPFI or any JPFI subsidiary to issue, any capital stock, voting securities or securities convertible into or exchangeable or exercisable for capital stock or voting securities of JPFI, and (y) there are no outstanding obligations of JPFI or any JPFI subsidiary to repurchase, redeem or otherwise acquire any such securities or to issue, deliver or sell, or cause to be issued, delivered or sold, any such securities. There are no outstanding (A) securities of JPFI or any JPFI subsidiary convertible into or exchangeable or exercisable for shares of capital stock or other voting securities or ownership interests in any JPFI subsidiary, (B) warrants, calls, options or other rights to acquire from JPFI or any JPFI subsidiary, and any obligation of JPFI or any JPFI subsidiary to issue, any capital stock, voting securities or other ownership interests in, or any securities convertible into or exchangeable or exercisable for any capital stock, voting securities or ownership interests in, any JPFI subsidiary or (C) obligations of JPFI or any JPFI subsidiary to repurchase, redeem or otherwise acquire any such outstanding securities of JPFI subsidiaries or to issue, deliver or sell, or cause to be issued, delivered or sold, any such securities. Neither JPFI nor any JPFI subsidiary is a party to any agreement restricting the purchase or transfer of, relating to the voting of, requiring registration of, or granting any preemptive or, except as provided by the terms of the JPFI Employee Stock Options, antidilutive rights with respect to, any securities of the type referred to in the two preceding sentences. Other than the JPFI subsidiaries, JPFI does not directly or indirectly beneficially own any securities or other beneficial ownership interests in any other

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entity except for non-controlling investments made in the ordinary course of business in entities which are not individually or in the aggregate material to JPFI and its subsidiaries as a whole.

(d) Authority; Noncontravention. Each of JPFI and Merger Sub has all requisite corporate power and authority to enter into this Agreement,

and JPFI has all requisite corporate power and authority to enter into the Option Agreements and the Support Agreement and, subject to the JPFI Stockholder Approval (as defined in Section 3.2(1)), to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by each of JPFI and Merger Sub, and the execution and delivery of the Option Agreements and the Support Agreement by JPFI and the consummation by JPFI and Merger Sub of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of JPFI and Merger Sub, subject, in the case of the Merger and the issuance of JPFI Common Stock in connection with the Merger, to the JPFI Stockholder Approval. This Agreement has been, and the Support Agreement and Option Agreements will be, duly executed and delivered by JPFI (and, in the case of this Agreement, by Merger Sub) and, assuming the due authorization, execution and delivery thereof by RSI, constitute (or will constitute, as the case may be) the legal, valid and binding obligation of JPFI (and, in the case of this Agreement, Merger Sub), enforceable against JPFI (and, in the case of this Agreement, Merger Sub) in accordance with their terms. The execution and delivery of this Agreement does not, and the execution and delivery of the Option Agreements and the consummation of the transactions contemplated hereby and thereby and compliance with the provisions of this Agreement, the Support Agreement and the Option Agreements will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets of JPFI or any of its subsidiaries or (assuming the consummation of the transactions contemplated hereby without giving effect to Section 1.7) in any restriction on the conduct of JPFI's business or operations under, (i) the JPFI Certificate or the by-laws of JPFI or the comparable organizational documents of any of its subsidiaries, (ii) any loan or credit agreement, note, bond, mortgage, indenture, trust document, lease or other agreement, instrument, permit, concession, franchise, license or similar authorization applicable to JPFI or any of its subsidiaries or their respective properties or assets or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to JPFI or any of its subsidiaries or their respective properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, defaults, rights, losses, restrictions or Liens that individually or in the aggregate would not (x) have a material adverse effect on JPFI or (y) reasonably be expected to impair the ability of JPFI or Merger Sub to perform its obligations under this Agreement (and, in the case of JPFI individually, under the Option Agreements and the Support Agreement). No consent, approval, order or authorization of, action by, or in respect of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to JPFI or any of its subsidiaries in connection with the execution and delivery of this Agreement by JPFI and Merger Sub, or the execution and delivery by JPFI of the Option Agreements and the Support Agreement, or the consummation by JPFI or Merger Sub of the transactions contemplated hereby or thereby, except for (1) the filing of

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a pre-merger notification and report form by JPFI under the HSR Act; (2) the filing with the SEC of (A) the Joint Proxy Statement relating to the JPFI Stockholders Meeting, (B) the Form S-4 and (C) such reports under Section 13(a), 13(d), 15(d) or 16(a) of the Exchange Act as may be required in connection with this Agreement and the Option Agreements and the transactions contemplated hereby and thereby; (3) the filing of the Certificate of Merger with the Secretary of State of Delaware and appropriate documents with the relevant authorities of other states in which JPFI is qualified to do business and such filings with Governmental Entities to satisfy the applicable requirements of state securities or "blue sky" laws; (4) such filings with and approvals of the NYSE to permit the shares of JPFI Common Stock that are to be issued in the Merger and under the RSI Stock Plans to be listed on the NYSE; and (5) such consents, approvals, orders or authorizations the failure of which to be made or obtained individually or in the aggregate would not (x) have a material adverse effect on JPFI or (y) reasonably be expected to impair the ability of JPFI or Merger Sub to perform its obligations under this Agreement.

(e) SEC Documents; Undisclosed Liabilities. JPFI has filed all required registration statements, prospectuses, reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein) with the SEC since December 31, 1994 (the "JPFI SEC Documents"). As of their respective dates, the JPFI SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such JPFI SEC Documents, and none of the JPFI SEC Documents when filed contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of JPFI included in the JPFI SEC Documents comply as to form, as of their respective dates of filing with the SEC, in all material respects with applicable accounting

requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated financial position of JPFI and its consolidated subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). JPFI has not treated as restructuring charges any significant expenses that JPFI would otherwise have expensed against operating income in the ordinary course of business. Except (i) as reflected in such financial statements or in the notes thereto or (ii) for liabilities incurred in connection with this Agreement, the Option Agreements or the transactions contemplated hereby or thereby, neither JPFI nor any of its subsidiaries has any liabilities or obligations of any nature which, individually or in the aggregate, would have a material adverse effect on JPFI.

(f) Information Supplied. None of the information supplied or to be supplied by JPFI specifically for inclusion or incorporation by reference in (i) the Form S-4 will, at the time the Form S-4 becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) the Joint Proxy Statement will, at the date it

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is first mailed to JPFI's stockholders or at the time of the JPFI Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Form S-4 and the Joint Proxy Statement will comply as to form in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations thereunder, except that no representation or warranty is made by JPFI with respect to statements made or incorporated by reference therein based on information supplied by RSI specifically for inclusion or incorporation by reference in the Form S-4 or the Joint Proxy Statement.

(g) Absence of Certain Changes or Events. Except for liabilities incurred in connection with this Agreement, the Option Agreements or the transactions contemplated hereby or thereby, and except as permitted by Section 4.1(b), since June 29, 1996, JPFI and its subsidiaries have conducted their business only in the ordinary course consistent with past practice or as disclosed in any JPFI SEC Document filed since such date and prior to the date hereof, and there has not been (i) any material adverse change in JPFI, (ii) any declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property) with respect to any of JPFI's capital stock, (iii) any split, combination or reclassification of any of JPFI's capital stock or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of JPFI's capital stock, except for issuances of JPFI Common Stock upon exercise or conversion of JPFI Employee Stock Options, in each case awarded prior to the date hereof in accordance with their present terms or issued pursuant to Section 4.1(b), (iv) (A) any granting by JPFI or any of its subsidiaries to any current or former director, executive officer or other key employee of JPFI or its subsidiaries of any increase in compensation, bonus or other benefits, except for normal increases as a result of promotions, normal increases of base pay in the ordinary course of business or as was required under any employment agreements in effect as of June 29, 1996, (B) any granting by JPFI or any of its subsidiaries to any such current or former director, executive officer or key employee of any increase in severance or termination pay, or (C) any entry by JPFI or any of its subsidiaries into, or any amendment of, any employment, deferred compensation, consulting, severance, termination or indemnification agreement with any such current or former director, executive officer or key employee, (v) except insofar as may have been disclosed in JPFI SEC Documents filed and publicly available prior to the date of this Agreement (as amended to the date hereof, the "JPFI Filed SEC Documents") or required by a change in GAAP, any change in accounting methods, principles or practices by JPFI materially affecting its assets, liabilities or business, (vi) except insofar as may have been disclosed in the JPFI Filed SEC Documents, any tax election that individually or in the aggregate would have a material adverse effect on JPFI or any of its tax attributes or any settlement or compromise of any material income tax liability or (vii) any action taken by JPFI or any of the JPFI subsidiaries during the period from June 30, 1996 through the date of this Agreement that, if taken during the period from the date of this Agreement through the Effective Time, would constitute a breach of Section 4.1(b).

(h) Compliance with Applicable Laws; Litigation.

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(i) JPFI, its subsidiaries and employees hold all permits, licenses, variances, exemptions, orders, registrations and approvals of all Governmental Entities which are required for the operation of the businesses of JPFI and its subsidiaries (the "JPFI Permits") except where the failure to have any such JPFI Permits individually or in the aggregate would not have a material adverse effect on JPFI. JPFI and its subsidiaries are in compliance with the terms of the JPFI Permits and all applicable statutes, laws, ordinances, rules and regulations, except where the failure so to comply individually or in the aggregate would not have a material adverse effect on JPFI. As of the date of this Agreement, except as disclosed in the JPFI Filed SEC Documents, no action, demand, requirement or investigation by any Governmental Entity and no suit, action or proceeding by any person, in each case with respect to JPFI or any of its subsidiaries or any of their respective properties, is pending or, to the knowledge of JPFI, threatened, other than, in each case, those the outcome of which individually or in the aggregate would not (A) have a material adverse effect on JPFI or (B) reasonably be expected to impair the ability of JPFI or Merger Sub to perform its obligations under this Agreement or the Option Agreements or prevent or materially delay the consummation of any of the transactions contemplated hereby or thereby.

(ii) Neither JPFI nor any JPFI subsidiary is subject to any outstanding order, injunction or decree which has had or, insofar as can be reasonably foreseen, individually or in the aggregate will have, a material adverse effect on JPFI.

(i) Absence of Changes in Benefit Plans. JPFI has delivered to RSI true and complete copies of (i) all severance and employment agreements of JPFI with directors, executive officers or key employees, (ii) all severance programs and policies of each of JPFI and each JPFI subsidiary, and (iii) all plans or arrangements of JPFI and each JPFI subsidiary relating to its employees which contain change in control provisions, in each case which has not been filed as an exhibit to the JPFI Filed SEC Documents. Since June 29, 1996, there has not been any adoption or amendment in any material respect by JPFI or any of its subsidiaries of any collective bargaining agreement, employment agreement, consulting agreement, severance agreement or any material bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, arrangement or understanding providing benefits to any current or former employee, officer or director of JPFI or any of its wholly owned subsidiaries (collectively, the "JPFI Benefit Plans"), or any material change in any actuarial or other assumption used to calculate funding obligations with respect to any JPFI pension plans, or any material change in the manner in which contributions to any JPFI pension plans are made or the basis on which such contributions are determined. Since June 29, 1996, neither JPFI nor any JPFI subsidiary has amended any JPFI Employee Stock Options or any JPFI Stock Plans to accelerate the vesting of, or release restrictions on, awards thereunder, or to provide for such acceleration in the event of a change in control.

(j) ERISA Compliance.

(i) With respect to the JPFI Benefit Plans, no event has occurred and, to the knowledge of JPFI, there exists no condition or set of circumstances, in connection with which JPFI or any of its subsidiaries could be subject to any liability that individually or in the aggregate would have a material adverse effect on JPFI under ERISA, the Code or any other applicable law.

(ii) Each JPFI Benefit Plan has been administered in accordance with its terms, except for any failures so to administer any JPFI Benefit Plan that individually or in the aggregate would not have a material adverse effect on JPFI. JPFI, its subsidiaries and all the JPFI Benefit Plans have been operated, and are, in compliance with the applicable provisions of ERISA, the Code and all other applicable laws and the terms of all applicable collective bargaining agreements, except for any failures to be in such compliance that individually or in the aggregate would not have a material adverse effect on JPFI. Each JPFI Benefit Plan that is intended to be qualified under Section 401(a) or 401(k) of the Code has received a favorable determination letter from the IRS that it is so qualified and each trust established in connection with any JPFI Benefit Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code has

received a determination letter from the IRS that such trust is so exempt. To the knowledge of JPFI, no fact or event has occurred since the date of any determination letter from the IRS which is reasonably likely to affect adversely the qualified status of any such JPFI Benefit Plan or the exempt status of any such trust.

(iii) Neither JPFI nor any of its subsidiaries has incurred any unsatisfied liability under Title IV of ERISA (other than liability for premiums to the Pension Benefit Guaranty Corporation arising in the ordinary course). No JPFI Benefit Plan has incurred an "accumulated funding deficiency" (within the meaning of Section 302 of ERISA or Section 412 of the Code) whether or not waived. To the knowledge of JPFI, there are not any facts or circumstances that would materially change the funded status of any JPFI Benefit Plan that is a "defined benefit" plan (as defined in Section 3(35) of ERISA) since the date of the most recent actuarial report for such plan.

(iv) With respect to each of the JPFI Benefit Plans (other than any multiemployer plan) that is subject to Title IV of ERISA, the present value of accrued benefits under each such plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such plan's actuary with respect to such plan, did not, as of its latest valuation date, exceed the then current value of the aggregate assets of such plans allocable to such accrued benefits in any material respect. With respect to any JPFI Benefit Plan that is a multiemployer plan, (A) neither JPFI nor any of its subsidiaries has any contingent liability under Section 4204 of ERISA, and no circumstances exist that present a material risk that any such plan will go into reorganization, and (B) the aggregate withdrawal liability of JPFI and its subsidiaries, computed as if a complete withdrawal by JPFI and any of its subsidiaries had occurred under each such JPFI Benefit Plan on the date hereof, would not be material.

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(v) No JPFI Benefit Plan provides medical benefits (whether or not insured), with respect to current or former employees after retirement or other termination of service (other than coverage mandated by applicable law or benefits, the full cost of which is borne by the current or former employee) other than individual arrangements the amounts of which are not material.

(vi) JPFI has previously provided to RSI a copy of each collective bargaining or other labor union contract applicable to persons employed by JPFI or any of its subsidiaries to which JPFI or any of its subsidiaries is a party. No collective bargaining agreement is being negotiated or renegotiated by JPFI or any of its subsidiaries. As of the date of this Agreement, there is no labor dispute, strike or work stoppage against JPFI or any of its subsidiaries pending or, to the knowledge of JPFI, threatened which may interfere with the respective business activities of JPFI or any of its subsidiaries, except where such dispute, strike or work stoppage individually or in the aggregate would not have a material adverse effect on JPFI. As of the date of this Agreement, to the knowledge of JPFI, none of JPFI, any of its subsidiaries or any of their respective representatives or employees has committed any material unfair labor practice in connection with the operation of the respective businesses of JPFI or any of its subsidiaries, and there is no material charge or complaint against JPFI or any of its subsidiaries by the National Labor Relations Board or any comparable governmental agency pending or threatened in writing.

(vii) No employee of JPFI will be entitled to any material payment, additional benefits or any acceleration of the time of payment or vesting of any benefits under any JPFI Benefit Plan as a result of the transactions contemplated by this Agreement (either alone or in conjunction with any other event such as a termination of employment).

(k) Taxes. (i) Each of JPFI and its subsidiaries has filed all material tax returns and reports required to be filed by it (taking into account applicable extensions) and all such returns and reports are complete and correct in all material respects, or requests for extensions to file such returns or reports have been timely filed, granted and have not expired, except to the extent that such failures to file, to be complete or correct or to have extensions granted that remain in effect individually or in the aggregate would not have a material adverse effect on JPFI. JPFI and each of its subsidiaries has paid (or JPFI has paid or caused to be paid on its behalf) all taxes shown as due on such returns, and the most recent financial statements contained in the JPFI Filed SEC Documents reflect an adequate reserve in accordance with GAAP

for all taxes payable by JPFI and its subsidiaries for all taxable periods and portions thereof accrued through the date of such financial statements.

(ii) No deficiencies for any taxes have, to the knowledge of JPFI, been proposed, asserted or assessed against JPFI or any of its subsidiaries that are not adequately reserved for, except for deficiencies that individually or in the aggregate would not have a material adverse effect on JPFI. None of the federal income tax re-

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turns of JPFI and each of its subsidiaries consolidated in such returns have closed by virtue of the applicable statute of limitations.

(iii) Neither JPFI nor any of its subsidiaries has taken any action or knows of any fact, agreement, plan or other circumstance that is reasonably likely to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

(l) Voting Requirements. The affirmative vote at the JPFI Stockholders Meeting (the "JPFI Stockholder Approval") of the holders of a majority of shares of JPFI Common Stock present in person or by proxy at a duly convened and held meeting of JPFI stockholders is the only vote of the holders of any class or series of JPFI's capital stock necessary to approve and adopt this Agreement and the transactions contemplated hereby, including the Merger and the issuance of the JPFI Common Stock pursuant to the Merger.

(m) State Takeover Statutes; Certificate of Incorporation. The Board of Directors of JPFI has approved this Agreement, the Option Agreements, the Support Agreement and the transactions contemplated hereby and thereby, and, assuming the accuracy of RSI's representation and warranty contained in Section 3.1(q), such approval constitutes approval of the Merger and the other transactions contemplated hereby and thereby by the JPFI Board of Directors under the provisions of Section 203 of the DGCL such that Section 203 does not apply to this Agreement, the Option Agreements, the Support Agreement or the transactions contemplated hereby and thereby. To the knowledge of JPFI, no state takeover statute other than Section 203 of the DGCL (which has been rendered inapplicable) is applicable to the Merger or the other transactions contemplated hereby.

(n) Accounting Matters. To its knowledge, neither JPFI nor any of its affiliates (as such term is used in Section 5.10) has taken or agreed to take any action (including, without limitation, in connection with any JPFI Stock Plan or any agreement thereunder) that would prevent the business combination to be effected by the Merger from being accounted for as a pooling of interests, and JPFI has no reason to believe that the Merger will not qualify for "pooling of interest" accounting.

(o) Brokers. No broker, investment banker, financial advisor or other person, other than Goldman Sachs & Co. ("Goldman"), Smith Barney Inc. ("Smith Barney") and PaineWebber Inc., the fees and expenses of which will be paid by JPFI, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of JPFI. JPFI has furnished to RSI true and complete copies of all agreements under which any such fees or expenses are payable and all indemnification and other agreements related to the engagement of the persons to whom such fees are payable.

(p) Opinions of Financial Advisors. JPFI has received the opinions of Goldman and Smith Barney, each dated the date of this Agreement, each to the effect that, as

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of such date, the Exchange Ratio for the conversion of RSI Common Stock into JPFI Common Stock is fair from a financial point of view to JPFI, signed copies of which opinions have been delivered to RSI, it being understood and agreed by RSI that such opinions are for the benefit of the Board of Directors of JPFI and may not be relied upon by RSI, its affiliates or any of their respective stockholders.

(q) Ownership of RSI Common Stock. To the knowledge of JPFI, as of the date hereof or at any time within twelve months prior to the date of this Agreement (and before giving effect to the RSI Option Agreement, which will be entered into immediately after the execution of this Agreement) neither JPFI nor, to its knowledge without independent investigation, any of its affiliates, (i) beneficially owns (as defined in either Rule 13d-3 under the Exchange Act or in Article Fourteenth of the RSI Certificate of Incorporation) or owned,

directly or indirectly, or (ii) is or was party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, in each case, shares of capital stock of RSI.

(r) Intellectual Property. JPFI and its subsidiaries own or have a valid license to use all trademarks, service marks, trade names, patents and copyrights (including any registrations or applications for registration of any of the foregoing) (collectively, the "JPFI Intellectual Property") necessary to carry on its business substantially as currently conducted, except for such JPFI Intellectual Property the failure of which to own or validly license individually or in the aggregate would not have a material adverse effect on JPFI. Neither JPFI nor any such subsidiary has received any notice of infringement of or conflict with, and, to JPFI's knowledge, there are no infringements of or conflicts (i) with the rights of others with respect to the use of, or (ii) by others with respect to, any JPFI Intellectual Property that individually or in the aggregate, in either such case, would have a material adverse effect on JPFI.

(s) Certain Contracts. Except as set forth in the JPFI Filed SEC Documents, neither JPFI nor any of its subsidiaries is a party to or bound by (i) any "material contract" (as such term is defined in item 601(b)(10) of Regulation S-K of the SEC), (ii) any non-competition agreement or any other agreement or obligation which purports to limit in any material respect the manner in which, or the localities in which, all or any material portion of the business of JPFI and its subsidiaries (including RSI and its subsidiaries, assuming the Merger had taken place), taken as a whole, is or would be conducted, (iii) any exclusive supply or purchase contracts or any exclusive requirements contracts or (iv) any contract or other agreement which would prohibit or materially delay the consummation of the Merger or any of the transactions contemplated by this Agreement (all contracts of the type described in clauses (i) and (ii) being referred to herein as "JPFI Material Contracts"). JPFI has delivered to RSI, prior to the execution of this Agreement, complete and correct copies of all JPFI Material Contracts not filed as exhibits to the JPFI Filed SEC Documents. Each JPFI Material Contract is valid and binding on JPFI (or, to the extent a JPFI subsidiary is a party, such subsidiary) and is in full force and effect, and JPFI and each JPFI subsidiary have in all material respects performed all obligations required to be performed by them to date under each JPFI Material Contract, except where such

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noncompliance, individually or in the aggregate, would not have a material adverse effect on JPFI. Neither JPFI nor any JPFI subsidiary knows of, or has received notice of, any violation or default under (nor, to the knowledge of JPFI, does there exist any condition which with the passage of time or the giving of notice or both would result in such a violation or default under) any JPFI Material Contract.

(t) JPFI Rights Agreement. JPFI has taken all action (including, if required, redeeming all of the outstanding preferred stock purchase rights issued pursuant to the JPFI Rights Agreement or amending the JPFI Rights Agreement) so that the entering into of this Agreement, the JPFI Option Agreement and the Merger, the acquisition of shares pursuant to the JPFI Option Agreement and the other transactions contemplated hereby and thereby do not and will not result in the grant of any rights to any person under the JPFI Rights Agreement or enable or require the JPFI Rights to be exercised, distributed or triggered.

(u) Environmental Liability. There are no legal, administrative, arbitral or other proceedings, claims, actions, causes of action, private environmental investigations or remediation activities or governmental investigations of any nature pending or threatened against JPFI or any of its subsidiaries seeking to impose, or that could reasonably be expected to result in the imposition, on JPFI or any of its subsidiaries, of any liability or obligation arising under common law or under any local, state or federal environmental statute, regulation or ordinance, including, without limitation, CERCLA, which liability or obligation could reasonably be expected to have a material adverse effect on JPFI. To the knowledge of JPFI, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that could reasonably be expected to have a material adverse effect on JPFI.

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COVENANTS RELATING TO CONDUCT OF BUSINESS

SECTION 4.1. Conduct of Business. (a) Conduct of Business by RSI. Except as set forth in Section 4.1(a) of the RSI Disclosure Schedule, as otherwise expressly contemplated by this Agreement or as consented to by JPFI in writing, such consent not to be unreasonably withheld or delayed, during the period from the date of this Agreement to the Effective Time, RSI shall, and shall cause its subsidiaries to, carry on their respective businesses in the ordinary course consistent with past practice and in compliance in all material respects with all applicable laws and regulations and, to the extent consistent therewith, use all reasonable efforts to preserve intact their current business organizations, use reasonable efforts to keep available the services of their current officers and other key employees and preserve their relationships with those persons having business dealings with them to the end that their goodwill and ongoing businesses shall be unimpaired at the Effective Time. Without limiting the generality of the foregoing (but subject to the above exceptions), during the period from the date of this Agreement to the Effective Time, RSI shall not, and shall not permit any of its subsidiaries to:

(i) other than dividends and distributions by a direct or indirect wholly owned subsidiary of RSI to its parent, or by a subsidiary that is partially owned by RSI or any of its subsidiaries, provided that RSI or any such subsidiary receives or is to receive its proportionate share thereof, or regular semi-annual dividends not to exceed \$.03 per share, (x) declare, set aside or pay any dividends on, make any other distributions in respect of, or enter into any agreement with respect to the voting of, any of its capital stock, (y) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for issuances of RSI Common Stock upon the exercise of RSI Employee Stock Options or the Assumed Warrants, in each case, outstanding as of the date hereof in accordance with their present terms (including cashless exercise) or issued pursuant to Section 4.1(a)(ii) or (z) purchase, redeem or otherwise acquire any shares of capital stock of RSI or any of its subsidiaries or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities (except, in the case of clause (z), for the deemed acceptance of shares upon cashless exercise of RSI Employee Stock Options outstanding on the date hereof, or in connection with withholding obligations relating thereto);

(ii) issue, deliver, sell, pledge or otherwise encumber or subject to any Lien any shares of its capital stock, any other voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities (other than the issuance of RSI Common Stock upon the exercise or conversion of RSI Employee Stock Options or the Assumed Warrants, in each case, outstanding as of the date hereof in accordance with their present terms or the

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issuance of RSI Employee Stock Options (and shares of RSI Common Stock upon the exercise thereof) granted after the date hereof in the ordinary course of business consistent with past practice for employees (so long as such additional amount of RSI Common Stock subject to RSI Employee Stock Options issued to such employees does not exceed 250,000 shares of RSI Common Stock in the aggregate);

(iii) amend its certificate of incorporation, by-laws or other comparable organizational documents;

(iv) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any person, or, except for transactions in the ordinary course of business consistent with past practice pursuant to contracts or agreements in force at the date of this Agreement or pursuant to RSI's current capital and operating budgets (in each case, as previously provided to JPFI), make any material investment either by purchase of stock or securities, contributions to capital, property transfers, or purchase of any property or assets of any other individual, corporation or other entity other than a subsidiary of RSI;

(v) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets (including securitizations), other than in the ordinary course of business consistent with past practice;

(vi) take any action that would cause the representations and warranties set forth in Section 3.1(g) and qualified as to materiality to be no longer true and correct or, if not

so qualified, to be no longer true and correct in all material respects;

(vii) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for the obligations of any person for borrowed money, other than pursuant to a revolving credit facility or receivables facility in effect as of the date hereof, in the ordinary course of business consistent with past practice;

(viii) settle any material claim, action or proceeding involving money damages, except in the ordinary course of business consistent with past practice;

(ix) enter into or terminate any material contract or agreement, or make any change in any of its material leases or contracts, other than amendments or renewals of contracts and leases without material adverse changes of terms; or

(x) authorize, or commit or agree to take, any of the foregoing actions;

provided that the limitations set forth in this Section 4.1(a) (other than clause (iii)) shall not

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apply to any transaction between RSI and any wholly owned subsidiary or between any wholly owned subsidiaries of RSI.

(b) Conduct of Business by JPFI. Except as set forth in Section 4.1(b) of the JPFI Disclosure Schedule, as otherwise expressly contemplated by this Agreement or as consented to by RSI in writing, such consent not to be unreasonably withheld or delayed, during the period from the date of this Agreement to the Effective Time, JPFI shall, and shall cause its subsidiaries to, carry on their respective businesses in the ordinary course consistent with past practice and in compliance in all material respects with all applicable laws and regulations and, to the extent consistent therewith, use all reasonable efforts to preserve intact their current business organizations, use reasonable efforts to keep available the services of their current officers and other key employees and preserve their relationships with those persons having business dealings with them to the end that their goodwill and ongoing businesses shall be unimpaired at the Effective Time. Without limiting the generality of the foregoing (but subject to the above exceptions), during the period from the date of this Agreement to the Effective Time, JPFI shall not, and shall not permit any of its subsidiaries to:

(i) other than dividends and distributions by a direct or indirect wholly owned subsidiary of JPFI to its parent, or by a subsidiary that is partially owned by JPFI or any of its subsidiaries, provided that JPFI or any such subsidiary receives or is to receive its proportionate share thereof, (x) declare, set aside or pay any dividends on, make any other distributions in respect of, or enter into any agreement with respect to the voting of, any of its capital stock, (y) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for issuances of JPFI Common Stock upon the exercise of JPFI Employee Stock Options outstanding as of the date hereof in accordance with their present terms (including cashless exercise) or issued pursuant to Section 4.1(b)(ii) or (z) purchase, redeem or otherwise acquire any shares of capital stock of JPFI or any of its subsidiaries or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities (except, in the case of clause (z), for the deemed acceptance of shares upon cashless exercise of JPFI Employee Stock Options, or in connection with withholding obligations relating thereto);

(ii) issue, deliver, sell, pledge or otherwise encumber or subject to any Lien any shares of its capital stock, any other voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities (other than the issuance of JPFI Common Stock upon the exercise of JPFI Employee Stock Options outstanding as of the date hereof in accordance with their present terms or the issuance of JPFI Employee Stock Options (and shares of JPFI Common Stock upon the exercise thereof) granted after the date hereof in the ordinary course of business consistent with past practice for employees (so long as such additional amount of JPFI Common Stock subject to JPFI Employee Stock Options issued to employees does not exceed 300,000 shares of JPFI Common Stock in the aggregate);

(iii) except as contemplated hereby, amend its certificate of incorporation, by-laws or other comparable organizational documents;

(iv) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any person, or, except for transactions in the ordinary course of business consistent with past practice pursuant to contracts or agreements in force at the date of this Agreement or pursuant to JPFI's current capital and operating budgets (in each case, as previously provided to RSI), make any material investment either by purchase of stock or securities, contributions to capital, property transfers, or purchase of any property or assets of any other individual, corporation or other entity other than a subsidiary of JPFI;

(v) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets (including securitizations), other than in the ordinary course of business consistent with past practice;

(vi) take any action that would cause the representations and warranties set forth in Section 3.2(g) and qualified as to materiality to be no longer be true and correct or or, if not so qualified, to be no longer true and correct in all material respects;

(vii) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for the obligations of any person for borrowed money, other than pursuant to a revolving credit facility or receivables facility in effect as of the date hereof, in the ordinary course of business consistent with past practice;

(viii) settle any claim, action or proceeding involving money damages, except in the ordinary course of business consistent with past practice;

(ix) enter into or terminate any material contract or agreement, or make any change in any of its material leases or contracts, other than amendments or renewals of contracts and leases without material adverse changes of terms; or

(x) authorize, or commit or agree to take, any of the foregoing actions;

provided that the limitations set forth in this Section 4.1(b) (other than clause (iii)) shall not apply to any transaction between JPFI and any wholly owned subsidiary or between any wholly owned subsidiaries of JPFI.

(c) Other Actions. Except as required by law, RSI and JPFI shall not, and shall not permit any of their respective subsidiaries to, voluntarily take any action that would, or that could reasonably be expected to, result in (i) any of the representations and warranties

of such party set forth in this Agreement that are qualified as to materiality becoming untrue at the Effective Time, (ii) any of such representations and warranties that are not so qualified becoming untrue in any material respect at the Effective Time, or (iii) any of the conditions to the Merger set forth in Article VI not being satisfied.

(d) Advice of Changes. RSI and JPFI shall promptly advise the other party orally and in writing to the extent it has knowledge of (i) any representation or warranty made by it contained in this Agreement that is qualified as to materiality becoming untrue or inaccurate in any respect or any such representation or warranty that is not so qualified becoming untrue or inaccurate in any material respect, (ii) the failure by it to comply in any material respect with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement and (iii) any change or event having, or which, insofar as can reasonably be foreseen, could reasonably be expected to have a material adverse effect on such party or on the truth of such party's representations and warranties or the ability of the conditions set forth in Article VI to be satisfied; provided, however, that no such notification shall affect the representations, warranties,

covenants or agreements of the parties (or remedies with respect thereto) or the conditions to the obligations of the parties under this Agreement.

SECTION 4.2. No Solicitation or Negotiations. (a) Neither JPFI nor RSI shall, directly or indirectly, solicit or encourage (including by way of furnishing information), or authorize any individual, corporation or other entity to solicit or encourage (including by way of furnishing information), from any third party any inquiries or proposals relating to, or conduct negotiations or discussions with any third party with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or that may reasonably be expected to lead to, any proposal or offer relating to the disposition of its business or assets, or the acquisition of its voting securities, or the merger or consolidation of it or any of its subsidiaries with or into any corporation or other entity other than as provided in this Agreement, the Option Agreements or the Support Agreement (and each party shall promptly notify the other of all of the relevant details relating to all inquiries and proposals which it may receive relating to any such matters).

(b) Nothing contained in Section 4.2(a) or Section 5.1 shall prohibit RSI or JPFI from taking and disclosing to its respective stockholders a position contemplated by Rule 14e-2(a) promulgated under the Exchange Act.

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.1. Preparation of the Form S-4 and the Joint Proxy Statement; Stockholders Meetings. (a) As soon as practicable following the date of this Agreement, RSI and JPFI shall prepare and file with the SEC the Joint Proxy Statement, and JPFI shall prepare and file with the SEC the Form S-4, in which the Joint Proxy Statement will be included as a

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prospectus. Each of RSI and JPFI shall use best efforts to have the Form S-4 declared effective under the Securities Act as promptly as practicable after such filing. RSI will use all best efforts to cause the Joint Proxy Statement to be mailed to RSI's stockholders, and JPFI will use all best efforts to cause the Joint Proxy Statement to be mailed to JPFI's stockholders, in each case as promptly as practicable after the Form S-4 is declared effective under the Securities Act. JPFI shall also take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified or to file a general consent to service of process) required to be taken under any applicable state securities laws in connection with the issuance of JPFI Common Stock in the Merger and RSI shall furnish all information concerning RSI and the holders of RSI Common Stock as may be reasonably requested in connection with any such action. No filing of, or amendment or supplement to, the Form S-4 or the Joint Proxy Statement will be made by JPFI without RSI's prior consent (which shall not be unreasonably withheld) and without providing RSI the opportunity to review and comment thereon. JPFI will advise RSI, promptly after it receives notice thereof, of the time when the Form S-4 has become effective or any supplement or amendment has been filed, the issuance of any stop order, the suspension of the qualification of the JPFI Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction, or any request by the SEC for amendment of the Joint Proxy Statement or the Form S-4 or comments thereon and responses thereto or requests by the SEC for additional information. If at any time prior to the Effective Time any information relating to RSI or JPFI, or any of their respective affiliates, officers or directors, should be discovered by RSI or JPFI which should be set forth in an amendment or supplement to any of the Form S-4 or the Joint Proxy Statement, so that any of such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by law, disseminated to the stockholders of RSI and JPFI.

(b) RSI shall, as promptly as practicable after the Form S-4 is declared effective under the Securities Act, duly call, give notice of, convene and hold a meeting of its stockholders (the "RSI Stockholders Meeting") in accordance with the DGCL for the purpose of obtaining the RSI Stockholder Approval and shall, through its Board of Directors, recommend to its stockholders the approval and adoption of this Agreement, the Merger and the other transactions contemplated hereby.

(c) JPFI shall, as promptly as practicable after the Form S-4 is declared effective under the Securities Act, duly call, give notice of, convene and hold a meeting of its stockholders (the "JPFI Stockholders Meeting") in accordance with the DGCL for the purpose of obtaining the JPFI Stockholder Approval and shall, through its Board of Directors, recommend to its

stockholders the approval and adoption of this Agreement, the Merger and the other transactions contemplated hereby.

(d) JPFI and RSI will use best efforts to hold the RSI Stockholders Meeting and the JPFI Stockholders Meeting on the same date and as soon as reasonably practicable after

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the date hereof.

SECTION 5.2. Letters of RSI's Accountants. (a) RSI shall use best efforts to cause to be delivered to JPFI two letters from RSI's independent accountants, one dated a date within two business days before the date on which the Form S-4 shall become effective and one dated a date within two business days before the Closing Date, each addressed to JPFI, in form and substance reasonably satisfactory to JPFI and customary in scope and substance for comfort letters delivered by independent public accountants in connection with registration statements similar to the Form S-4.

(b) RSI shall use best efforts to cause to be delivered to JPFI and JPFI's independent accountants a letter from RSI's independent accountants addressed to JPFI and RSI, dated as of the date the Form S-4 is declared effective and as of the Closing Date, stating that accounting for the Merger as a pooling of interests under Opinion 16 of the Accounting Principles Board and applicable SEC rules and regulations is appropriate if the Merger is closed and consummated as contemplated by this Agreement.

SECTION 5.3. Letters of JPFI's Accountants. (a) JPFI shall use best efforts to cause to be delivered to RSI two letters from JPFI's independent accountants, one dated a date within two business days before the date on which the Form S-4 shall become effective and one dated a date within two business days before the Closing Date, each addressed to RSI, in form and substance reasonably satisfactory to RSI and customary in scope and substance for comfort letters delivered by independent public accountants in connection with registration statements similar to the Form S-4.

(b) JPFI shall use best efforts to cause to be delivered to RSI and RSI's independent accountants a letter from JPFI's independent accountants, addressed to RSI and JPFI, dated as of the date the Form S-4 is declared effective and as of the Closing Date, stating that accounting for the Merger as a pooling of interests under Opinion 16 of the Accounting Principles Board and applicable SEC rules and regulations is appropriate if the Merger is closed and consummated as contemplated by this Agreement.

SECTION 5.4. Access to Information; Confidentiality. Subject to the Confidentiality Agreements dated April 22, 1997, each as amended as of June 13, 1997, between JPFI and RSI (the "Confidentiality Agreements"), and subject to applicable law, each of RSI and JPFI shall, and shall cause each of its respective subsidiaries to, afford to the other party and to the officers, employees, accountants, counsel, financial advisors and other representatives of such other party, reasonable access during normal business hours during the period prior to the Effective Time to all their respective properties, books, contracts, commitments, personnel and records (provided that such access shall not interfere with the business or operations of such party) and, during such period, each of RSI and JPFI shall, and shall cause each of its respective subsidiaries to, furnish promptly to the other party (a) a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of federal or state securities laws and (b) all other information concerning its business, properties

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and personnel as such other party may reasonably request. No review pursuant to this Section 5.4 shall affect any representation or warranty given by the other party hereto. Each of RSI and JPFI will hold, and will cause its respective officers, employees, accountants, counsel, financial advisors and other representatives and affiliates to hold, any nonpublic information in accordance with the terms of the Confidentiality Agreements.

SECTION 5.5. Best Efforts. (a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by this Agreement, including (i) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Entities and the making of all necessary registrations and filings and the

taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entity, (ii) the obtaining of all necessary consents, approvals or waivers, and any necessary or appropriate financing arrangements, from third parties, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated by this Agreement, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed, and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement.

(b) In connection with and without limiting the foregoing, RSI and JPFI shall (i) take all action necessary to ensure that no state takeover statute or similar statute or regulation is or becomes applicable to this Agreement, the Option Agreements, the Support Agreement or any of the transactions contemplated hereby and thereby and (ii) if any state takeover statute or similar statute or regulation becomes applicable to such agreements or transactions, take all action necessary to ensure that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on the Merger and the other transactions contemplated by this Agreement.

SECTION 5.6. Employment Agreements. (a) From and after the Effective Time, JPFI will, and will cause Merger Sub to, honor in accordance with their respective terms, and assume and agree to perform, in the same manner and to the same extent that RSI would be required to do if the Merger had not taken place, the RSI Benefit Plans, the RSI Stock Plans (subject to Section 2.1(e)) and all employment, severance and change in control agreements in effect as of the date hereof. For the purpose of any such Plan or agreement that contains a provision relating to a change in control of RSI and that is disclosed as such on Section 5.6(a) of the RSI Disclosure Schedule, JPFI acknowledges that the consummation of the Merger constitutes such a change in control. RSI and JPFI will cooperate on and after the date of this Agreement to develop appropriate employee benefit plans, programs and arrangements, including, but not limited to, executive and incentive compensation, stock option and

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supplemental executive retirement plans, for employees and directors of the Surviving Corporation and its subsidiaries from and after the Effective Time. Nothing in this Section 5.6 shall be interpreted as preventing the Surviving Corporation from amending, modifying or terminating any RSI Stock Plans or RSI Benefit Plans, or other contracts, arrangements, commitments or understandings, in accordance with their terms and applicable law, or be deemed to constitute an employment contract between JPFI or the Surviving Corporation and any individual, or a waiver of JPFI's or the Surviving Corporation's right to discharge any employee at any time, with or without cause.

(b) Each of RSI and JPFI will take the actions indicated on Section 5.6(b) of the RSI Disclosure Schedule to be taken by it at or prior to the time specified therein, including the execution, at the Effective Time, of an employment agreement with Mark Van Stekelenburg in the form attached to this Agreement as Exhibit G.

SECTION 5.7. Indemnification, Exculpation and Insurance. (a) JPFI agrees to maintain in effect in accordance with their terms all rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time existing as of the date of this Agreement in favor of the current or former directors or officers of RSI and its subsidiaries (and any of their respective predecessors, including, without limitation, US Foodservice Inc., a Delaware corporation ("US Foodservice"), that was merged within and into USF Acquisition Corporation on May 17, 1996) as provided in their respective certificates of incorporation or by-laws (or comparable organizational documents) and any indemnification agreements of RSI or in Section 7.13 of the Agreement and Plan of Merger dated February 2, 1996, among RSI, USF Acquisition Corporation and US Foodservice. In addition, from and after the Effective Time, directors and officers of RSI who become directors or officers of JPFI will be entitled to the same indemnity rights and protections, and directors' and officers' liability insurance, as are afforded from time to time to other directors and officers of JPFI.

(b) In the event that JPFI or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, proper provision will be made so that the successors and assigns of JPFI assume the obligations set forth in this Section 5.7.

(c) JPFI shall use its best efforts to provide to RSI's

current directors and officers, for six years after the Effective Time, liability insurance covering acts or omissions occurring prior to the Effective Time with respect to those persons who are currently covered by RSI's directors' and officers' liability insurance policy on terms with respect to such coverage and amount no less favorable than those of such policy in effect on the date hereof, provided that in no event shall JPFI be required to expend more than 200% of the current amount expended by RSI to maintain such coverage.

(d) The provisions of this Section 5.7 (i) are intended to be for the benefit of, and will be enforceable by, each indemnified party, his or her heirs and his or her repre-

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sentatives and (ii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by contract or otherwise.

SECTION 5.8. Fees and Expenses. All fees and expenses incurred in connection with the Merger, this Agreement, and the transactions contemplated by this Agreement shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated, except (x) to the extent set forth in Section 7.5 hereof and (y) that each of JPFI and RSI shall bear and pay one-half of the costs and expenses incurred in connection with (1) the filing, printing and mailing of the Form S-4 and the Joint Proxy Statement (including SEC filing fees) and (2) the filings of the pre-merger notification and report forms under the HSR Act (including filing fees).

SECTION 5.9. Public Announcements. JPFI and RSI will consult with each other before issuing, and provide each other the opportunity to review, comment upon and concur with, and use reasonable efforts to agree on, any press release or other public statements with respect to the transactions contemplated by this Agreement, the Option Agreements and the Support Agreement, including the Merger, and shall not issue any such press release or make any such public statement prior to such consultation, except as either party may determine is required by applicable law, court process or by obligations pursuant to any listing agreement with any national securities exchange or stock market. The parties agree that the initial press release to be issued with respect to the transactions contemplated by this Agreement shall be in the form heretofore agreed to by the parties.

SECTION 5.10. Affiliates. (a) As soon as practicable after the date hereof, RSI shall deliver to JPFI a letter identifying all persons who may be deemed to be, at the time this Agreement is submitted for adoption by the stockholders of RSI, "affiliates" of RSI for purposes of Rule 145 under the Securities Act or for purposes of qualifying the Merger for pooling of interests accounting treatment under Opinion 16 of the Accounting Principles Board and applicable SEC rules and regulations, and such list shall be updated as necessary to reflect changes from the date hereof. RSI shall use best efforts to cause each person identified on such list to deliver to JPFI not less than 30 days prior to the Effective Time, a written agreement substantially in the form attached as Exhibit E hereto. JPFI shall use best efforts to cause all persons who are "affiliates" of JPFI for purposes of qualifying the Merger for pooling of interests accounting treatment under Opinion 16 of the Accounting Principles Board and applicable SEC rules and regulations to deliver to RSI not less than 30 days prior to the Effective Time, a written agreement substantially in the form of the fourth paragraph of Exhibit D hereto.

(b) JPFI shall use reasonable best efforts to publish no later than 45 days after the end of the first month after the Effective Time in which there are at least 30 days of post Merger combined operations (which month may be the month in which the Effective Time occurs), combined sales and net income figures as contemplated by and in accordance with the terms of SEC Accounting Series Release No. 135.

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SECTION 5.11. NYSE Listing. JPFI shall use best efforts to cause the JPFI Common Stock issuable under Article II to be approved for listing on the NYSE, subject to official notice of issuance, as promptly as practicable after the date hereof, and in any event prior to the Closing Date.

SECTION 5.12. Tax Treatment. Each of JPFI and RSI shall use best efforts to cause the Merger to qualify as a reorganization under the provisions of Section 368 of the Code and to obtain the opinions of counsel referred to in Section 6.1(g). The parties will characterize the Merger as such a reorganization for purposes of all tax returns and other filings.

SECTION 5.13. Pooling of Interests. Each of RSI and JPFI shall use best efforts to cause the transactions contemplated by this Agreement, including the Merger, to be accounted for as a pooling of interests under Opinion 16 of the Accounting Principles Board and applicable SEC rules and regulations, and such accounting treatment to be accepted by the SEC, and each of RSI and JPFI agrees that it shall take no action that would cause such accounting treatment not to be obtained.

SECTION 5.14. Standstill Agreements; Confidentiality Agreements. During the period from the date of this Agreement through the Effective Time, except as JPFI and RSI otherwise mutually agree pursuant to a written instrument, neither RSI nor JPFI shall terminate, amend, modify or waive any provision of any confidentiality or standstill agreement to which it or any of its respective subsidiaries is a party. Except as JPFI and RSI otherwise mutually agree pursuant to a written instrument, during such period, RSI or JPFI, as the case may be, shall enforce, to the fullest extent permitted under applicable law, the provisions of any such agreement, including by obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof in any court of the United States of America or of any state having jurisdiction.

SECTION 5.15. Post-Merger Operations. Following the Effective Time, JPFI shall have its headquarters and principal corporate offices in Columbia, Maryland.

SECTION 5.16. Conveyance Taxes. JPFI and RSI shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock transfer and stamp taxes, any transfer, recording, registration and other fees or any similar taxes which become payable in connection with the transactions contemplated by this Agreement that are required or permitted to be filed on or before the Effective Time.

SECTION 5.17. 8 7/8% Indenture. Merger Sub, as the Surviving Corporation, agrees that it will comply with the provisions of Section 11.1 of the Indenture, dated as of November 1, 1993, between RSI, as issuer, and Norwest Bank Minnesota, N.A., as trustee, as supplemented on May 1, 1996 (relating to a mandatory tender to the holders of the 8-7/8% Senior Subordinated Notes due 2003 thereunder upon a "change of control" (as defined in such Indenture)).

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SECTION 5.18. Certain Tax Matters. Provided that the structure of the transaction as contemplated in Section 1.1 has not been revised pursuant to Section 1.7, each of RSI and JPFI agrees that it will not treat the Merger as a change in the ownership or effective control of RSI, or a change in the ownership of a substantial portion of the assets of RSI, each within the meaning of Section 280G of the Code, unless RSI or JPFI, as the case may be, concludes, in its sole discretion, that substantial authority (within the meaning of Section 6621 of the Code) does not exist for such position or unless otherwise required by a determination (as defined in Section 1313 of the Code).

ARTICLE VI

CONDITIONS PRECEDENT

SECTION 6.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) Stockholder Approvals. Each of the RSI Stockholder Approval and the JPFI Stockholder Approval shall have been obtained.

(b) HSR Act. The waiting period (and any extension thereof) applicable to the Merger under the HSR Act shall have been terminated or shall have expired.

(c) Governmental, Regulatory and Other Approvals. (i) Other than the filing provided for under Section 1.3 and filings pursuant to the HSR Act (which are addressed in Section 6.1(b)), all consents, approvals and actions of, filings with and notices to any Governmental Entity required of RSI, JPFI or any of their subsidiaries to consummate the Merger and the other transactions contemplated hereby (together with the matters contemplated by Section 6.1(b), the "Requisite Regulatory Approvals") shall have been obtained and (ii) except as would not have a material adverse effect on any of RSI, JPFI or the Surviving Corporation, the consents and approvals set forth on Section 3.1(d) of the RSI Disclosure Schedule and Section 3.2(d) of the JPFI Disclosure Schedule shall have been obtained or shall no longer be required.

(d) No Injunctions or Restraints. No judgment, order, decree, statute, law, ordinance, rule or regulation, entered, enacted, promulgated, enforced or issued by any court or other Governmental Entity of competent jurisdiction or other legal restraint or prohibition (collectively, "Restraints") shall be in effect (i) preventing the consummation of the Merger, or (ii) which otherwise is reasonably likely to have a material adverse effect on RSI or JPFI, as applicable; provided, however, that each of the parties shall have used its best efforts to prevent the entry of any such Restraints and to appeal as promptly as possible any such Restraints that may be entered.

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(e) Form S-4. The Form S-4 shall have become effective under the Securities Act prior to the mailing of the Joint Proxy Statement by each of RSI and JPFI to their respective stockholders and no stop order or proceedings seeking a stop order shall be threatened by the SEC or shall have been initiated by the SEC.

(f) NYSE Listing. The shares of JPFI Common Stock issuable to RSI's stockholders as contemplated by Article II shall have been approved for listing on the NYSE subject to official notice of issuance.

(g) Tax Opinions. JPFI shall have received from Wachtell, Lipton, Rosen & Katz, counsel to JPFI, and RSI shall have received from Jones, Day, Reavis & Pogue, counsel to RSI, an opinion, dated the Closing Date, substantially to the effect that: (i) the Merger will constitute a "reorganization" within the meaning of Section 368(a) of the Code, and JPFI and RSI will each be a party to such reorganization within the meaning of Section 368(b) of the Code; (ii) no gain or loss will be recognized by JPFI or RSI as a result of the Merger; (iii) no gain or loss will be recognized by the stockholders of RSI upon the exchange of their shares of RSI Common Stock solely for shares of JPFI Common Stock pursuant to the Merger, except with respect to cash, if any, received in lieu of fractional shares of JPFI Common Stock; (iv) the aggregate tax basis of the shares of JPFI Common Stock received solely in exchange for shares of RSI Common Stock pursuant to the Merger (including fractional shares of JPFI Common Stock for which cash is received) will be the same as the aggregate tax basis of the shares of RSI Common Stock exchanged therefor; and (v) the holding period for shares of JPFI Common Stock received in exchange for shares of RSI Common Stock pursuant to the Merger will include the holding period of the shares of RSI Common Stock exchanged therefor, provided such shares of RSI Common Stock were held as capital assets by the stockholder at the Effective Time.

In rendering such opinions, each of counsel for JPFI and RSI shall be entitled to receive and rely upon representations of fact contained in certificates of officers of JPFI, RSI and stockholders of RSI, which representations shall be in form and substance satisfactory to such counsel.

(h) Pooling Letters. JPFI and RSI shall have received letters from each of RSI's independent accountants and JPFI's independent accountants, dated as of the Closing Date, in each case addressed to JPFI and RSI, stating that the Merger qualifies for accounting as a pooling of interests under Opinion 16 of the Accounting Principles Board and applicable SEC rules and regulations.

SECTION 6.2. Conditions to Obligations of JPFI. The obligation of JPFI to effect the Merger is further subject to satisfaction or waiver of the following conditions:

(a) Representations and Warranties. The representations and warranties of RSI set forth herein shall be true and correct both when made and at and as of the Closing Date, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure of such representations and warranties to

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be so true and correct (without giving effect to any limitation as to "materiality" or "material adverse effect" set forth therein) does not have, and is not likely to have, individually or in the aggregate, a material adverse effect on RSI.

(b) Performance of Obligations of RSI. RSI shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) No Material Adverse Change. At any time after the date of this Agreement there shall not have occurred any material adverse change relating to RSI.

(d) RSI Rights Agreement. The RSI Rights issued pursuant to the RSI Rights Agreement shall not have become nonredeemable, exercisable, distributed or triggered pursuant to the terms of such agreement.

SECTION 6.3. Conditions to Obligations of RSI. The obligation of RSI to effect the Merger is further subject to satisfaction or waiver of the following conditions:

(a) Representations and Warranties. The representations and warranties of JPFI set forth herein shall be true and correct both when made and at and as of the Closing Date, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality," or "material adverse effect" set forth therein) does not have, and is not likely to have, individually or in the aggregate, a material adverse effect on JPFI.

(b) Performance of Obligations of JPFI. JPFI shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) No Material Adverse Change. At any time after the date of this Agreement there shall not have occurred any material adverse change relating to JPFI.

(d) JPFI Rights Agreement. The JPFI Rights issued pursuant to the JPFI Rights Agreement shall not have become nonredeemable, exercisable, distributed or triggered pursuant to the terms of such agreement.

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

SECTION 7.1. Termination. This Agreement may be terminated at any time prior to the Effective Time, and (except in the case of 7.1(e) or 7.1(f)) whether before or after

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the RSI Stockholder Approval or the JPFI Stockholder Approval:

(a) by mutual written consent of JPFI and RSI, if the Board of Directors of each so determines by a vote of a majority of its entire Board;

(b) by either the Board of Directors of JPFI or the Board of Directors of RSI:

(i) if the Merger shall not have been consummated by April 1, 1998; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to any party whose failure to perform any of its obligations under this Agreement results in the failure of the Merger to be consummated by such time;

(ii) if the RSI Stockholder Approval shall not have been obtained at a RSI Stockholders Meeting duly convened therefor or at any adjournment or postponement thereof;

(iii) if the JPFI Stockholder Approval shall not have been obtained at a JPFI Stockholders Meeting duly convened therefor or at any adjournment or postponement thereof; or

(iv) if any Restraint having any of the effects set forth in Section 6.1(d) shall be in effect and shall have become final and nonappealable, or if any Governmental Entity that must grant a Requisite Regulatory Approval has denied approval of the Merger and such denial has become final and nonappealable; provided, that the party seeking to terminate this Agreement pursuant to this Section 7.1(b)(iv) shall have used best efforts to prevent the entry of and to remove such Restraint or to obtain such Requisite Regulatory Approval, as the case may be;

(c) by the Board of Directors of JPFI (provided that JPFI is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if RSI shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.2(a) or (b), and (B) is incapable of being cured by RSI or is not cured within 45 days of written notice thereof;

(d) by the Board of Directors of RSI (provided that RSI is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if JPFI shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.3(a) or (b), and (B) is incapable of being cured by JPFI or is not cured within 45 days of written notice thereof;

(e) by the Board of Directors of JPFI, at any time prior to the RSI

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Stockholders Meeting, if the RSI Board of Directors shall have (A) failed to make, no later than the date of the first mailing of the Joint Proxy Statement to the RSI Stockholders, its recommendation referred to in Section 5.1(b), (B) withdrawn such recommendation or (C) modified or changed such recommendation in a manner adverse to the interests of JPFI; or

(f) by the Board of Directors of RSI, at any time prior to the JPFI Stockholders Meeting, if the JPFI Board of Directors shall have (A) failed to make, no later than the date of the first mailing of the Joint Proxy Statement to the JPFI Stockholders, its recommendation referred to in Section 5.1(c), (B) withdrawn such recommendation or (C) modified or changed such recommendation in a manner adverse to the interests of RSI.

SECTION 7.2. Effect of Termination. In the event of termination of this Agreement by either RSI or JPFI as provided in Section 7.1, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of JPFI or RSI, other than the provisions of the last sentence of Section 5.4, Section 5.8, this Section 7.2, Section 7.5 and Article VIII, which provisions shall survive such termination, and except that, notwithstanding anything to the contrary contained in this Agreement, neither JPFI nor RSI shall be relieved or released from any liabilities or damages arising out of its willful breach of any provision of this Agreement.

SECTION 7.3. Amendment. Subject to compliance with applicable law, this Agreement may be amended by the parties at any time before or after the RSI Stockholder Approval or the JPFI Stockholder Approval; provided, however, that after any such approval, there may not be, without further approval of such the stockholders of RSI (in the case of the RSI Stockholders Approval) and the stockholders of JPFI (in the case of the JPFI Stockholders Approval), any amendment of this Agreement that changes the amount or the form of the consideration to be delivered to the holders of RSI Common Stock hereunder, or which by law otherwise requires the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto and duly approved by the parties' respective Boards of Directors or a duly designated committee thereof.

SECTION 7.4. Extension; Waiver. At any time prior to the Effective Time, a party may, subject to the proviso of Section 7.3, (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties of the other parties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance by the other party with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Any extension or waiver given in compliance with this Section 7.4 or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

SECTION 7.5. Termination Expenses. (a) In the event of a termination of this

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Agreement and the abandonment of the Merger at any time (i) by JPFI pursuant to Section 7.1(c) (other than for a nonwillful breach of a representation, warranty, covenant or agreement of RSI contained herein) or Section 7.1(e) or (ii) by JPFI or RSI pursuant to Section 7.1(b)(ii) (if, at such time, in the case of clause (ii) of this Section 7.5(a), any event has occurred that would give JPFI the right to exercise the RSI Stock Option), and in order to compensate JPFI for the expenses associated with the negotiation of this Agreement and the other matters contemplated hereby, RSI shall, within one business day following such termination, pay JPFI a fee of \$30,000,000 in

immediately available funds.

(b) In the event of a termination of this Agreement and the abandonment of the Merger at any time (i) by RSI pursuant to Section 7.1(d) (other than for a nonwillful breach of a representation, warranty, covenant or agreement of JPFI contained herein) or Section 7.1(f) or (ii) by JPFI or RSI pursuant to 7.1(b)(iii) (if, at such time, in the case of clause (ii) of this Section 7.5(b), any event has occurred that would give RSI the right to exercise the JPFI Stock Option), and in order to compensate RSI for the expenses associated with the negotiation of this Agreement and the other matters contemplated hereby, JPFI shall, within one business day following such termination, pay RSI a fee of \$30,000,000 in immediately available funds.

(c) A party's right to receive the fee contemplated by this Section 7.5, and its ability to enforce the provisions this Section 7.5, shall not be subject to approval by the stockholders of either JPFI or RSI.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1. Nonsurvival of Representations and Warranties. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 8.1 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time.

SECTION 8.2. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to JPFI, to

JP Foodservice, Inc.
9830 Patuxent Woods Drive
Columbia, Maryland 21046

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Telecopy No: (410) 312-7149
Attention: David M. Abramson, Esq.

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52 Street
New York, New York 10019
Telecopy No.: (212) 403-2000
Attention: Edward D. Herlihy, Esq.

(b) if to Rykoff, to

Rykoff-Sexton, Inc.
1050 Warrenvill Road
Lisle, Illinois
Telecopy No. (717) 830-7112
Attention: Robert J. Harter, Jr., Esq.

with a copy to:

Jones, Day, Reavis & Pogue
77 West Wacker
Chicago, Illinois 10022
Telecopy No.: (312) 782-8585
Attention: Elizabeth Kitslaar, Esq.

SECTION 8.3. Definitions. For purposes of this Agreement:

(a) except for purposes of Section 5.10, an "affiliate" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise;

(b) "material adverse change" or "material adverse effect"

means, when used in connection with RSI or JPFI, any change, effect, event, occurrence or state of facts that is or could reasonably be expected to be materially adverse to the business, financial condition or results of operations of such party and its subsidiaries taken as a whole;

(c) "person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity;

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(d) a "subsidiary" of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person; and

(e) "knowledge" of any person which is not an individual means the knowledge of such person's executive officers or senior management of such person's operating divisions and segments, in each case after reasonable inquiry.

SECTION 8.4. Interpretation. When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article or Section of, or an Exhibit to, this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

SECTION 8.5. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 8.6. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein), the Option Agreements, the Support Agreement and the Confidentiality Agreements (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement and (b) except for the provisions of Section 5.7, are not intended to confer upon any person other than the parties any rights or remedies.

SECTION 8.7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof.

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SECTION 8.8. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either of the parties hereto without the prior written consent of the other party. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 8.9. Consent to Jurisdiction. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any federal court located in the State of Delaware or any Delaware state court in the event any dispute arises out of this Agreement or any of the transactions contemplated

by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than a federal court sitting in the State of Delaware or a Delaware state court.

SECTION 8.10. Headings, Etc. The headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 8.11. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

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IN WITNESS WHEREOF, JPFI and RSI have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

JP FOODSERVICE, INC.

By /s/ James L. Miller
Name: James L. Miller
Title: Chairman, President and
Chief Executive Officer

RYKOFF-SEXTON, INC.

By /s/ Mark Van Stekelenburg
Name: Mark Van Stekelenburg
Title: Chairman and
Chief Executive Officer

HUDSON ACQUISITION CORP.

By /s/ James L. Miller
Name: James L. Miller
Title: Chairman, President and
Chief Executive Officer

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SUPPORT AGREEMENT

AGREEMENT, dated as of June 30, 1997, by and among JP FOODSERVICE, INC., a Delaware corporation ("JPFI") and the other persons whose names are set forth on the signature pages hereto (collectively, the "Stockholders").

WHEREAS, concurrently herewith, JPFI, Hudson Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of JPFI ("Merger Sub") and Rykoff-Sexton, Inc., a Delaware corporation ("Rykoff"), are entering into an Agreement and Plan of Merger (the "Merger Agreement"; capitalized terms used without definition herein having the meanings ascribed thereto in the Merger Agreement);

WHEREAS, the Stockholders are the beneficial owners of the number of shares of Rykoff Common Stock set forth in Schedule I hereto (the "Subject Shares");

WHEREAS, approval of the Merger Agreement by the stockholders of Rykoff is a condition to the consummation of the Merger; and

WHEREAS, as a condition to its entering into the Merger Agreement, JPFI has required that the Stockholders agree, and the Stockholders have agreed, to enter into this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1. Agreement to Vote. (a) Each Stockholder hereby agrees to attend the Rykoff Stockholders Meeting, in person or by proxy, and to vote (or cause to be voted) all Subject Shares, and any other voting securities of Rykoff, whether issued heretofore or hereafter, that such Stockholder owns or has the right to vote, for approval and adoption of the Merger Agreement and the Merger. Such agreement to vote shall apply also to any adjournment or adjournments of the Rykoff Stockholders Meeting, and to any other meeting of stockholders at which any item of business referred to in the preceding sentence is presented for approval.

(b) To the extent inconsistent with the foregoing provisions of this Section 1, each Stockholder hereby revokes any and all previous proxies with respect to such Stockholder's Subject Shares or any other voting securities of Rykoff.

Section 2. No Solicitation. No Stockholder shall, directly or indirectly, solicit or encourage (including by way of furnishing information), or authorize any individual, corporation or other entity to solicit or encourage (including by way of furnishing information), from any third party any inquiries or proposals relating to, or conduct negotiations or discussions

with any third party with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or that may reasonably be expected to lead to, any proposal or offer relating to the disposition of business or assets of Rykoff or JPFI or their respective subsidiaries, or the acquisition of the voting securities of Rykoff or JPFI or their respective subsidiaries, or the merger or consolidation of Rykoff or JPFI or any of their respective subsidiaries with or to any corporation or other entity other than as provided in the Merger Agreement, the Option Agreements or the Support Agreement (and the Stockholders shall promptly notify JPFI of all of the relevant details relating to all inquiries and proposals which such Stockholders may receive relating to any such matters).

Section 3. Securities Act Covenants and Representations. Each Stockholder hereby agrees and represents to JPFI as follows:

(a) Such Stockholder has been advised that the offering, sale and delivery of JPFI Common Stock pursuant to the Merger will be registered under the Securities Act on a Registration Statement on Form S-4. Such Stockholder has also been advised, however, that to the extent such Stockholder is considered an "affiliate" of Rykoff at the time the Merger Agreement is submitted to a vote of the stockholders of Rykoff any public offering or sale by such Stockholder of any shares of JPFI Common Stock received by such Stockholder in the Merger will, under current law, require either (i) the further registration under the Securities Act of any shares of JPFI Common Stock to be

sold by such Stockholder, (ii) compliance with Rule 145 promulgated by the SEC under the Securities Act or (iii) the availability of another exemption from such registration under the Securities Act.

(b) Such Stockholder has read this Agreement and the Merger Agreement and has discussed their requirements and other applicable limitations upon such Stockholder's ability to sell, transfer or otherwise dispose of shares of JPFI Common Stock, to the extent such Stockholder believed necessary, with such Stockholder's counsel or counsel for Rykoff.

(c) Such Stockholder also understands that stop transfer instructions will be given to JPFI's transfer agent with respect to JPFI Common Stock and that a legend will be placed on the certificates for the JPFI Common Stock issued to such Stockholder, or any substitutions therefor, to the extent such Stockholder is considered an "affiliate" of Rykoff at the time the Merger Agreement is submitted to a vote of the stockholders of Rykoff.

Section 4. Pooling Covenants and Representations. Each Stockholder hereby agrees and represents to JPFI that such Stockholder will not sell, transfer or otherwise dispose of any securities of Rykoff or of any shares of JPFI Common Stock received by such Stockholder in the Merger or other shares of capital stock of JPFI during the period beginning 30 days prior to the Effective Time and ending at such time as results covering at least 30 days of combined operations of Rykoff and JPFI have been published by JPFI, in the form of a quarterly earnings report, an effective registration statement filed with the SEC, a report to the SEC on Form 10-K, 10-Q or 8-K, or any other public filing or announcement which includes the

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combined results of operations, except for transfers or other dispositions that, taking into account the actions of other affiliates of Rykoff, will not prevent JPFI from accounting for the Merger as a pooling of interests.

Section 5. Further Assurances. Each of JPFI and the Stockholders shall execute and deliver such additional instruments and other documents and shall take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of its obligations under this Agreement. Without limiting the generality of the foregoing, none of JPFI or any of the Stockholders shall enter into any agreement or arrangement (or alter, amend or terminate any existing agreement or arrangement) if such action would materially impair the ability of any party to effectuate, carry out or comply with all the terms of this Agreement.

Section 6. Representations and Warranties of JPFI. JPFI represents and warrants to each Stockholder as follows: Each of this Agreement and the Merger Agreement has been approved by the Board of Directors of JPFI, representing all necessary corporate action on the part of JPFI other than approval of the Merger Agreement by the stockholders of JPFI. Each of this Agreement and the Merger Agreement has been duly executed and delivered by a duly authorized officer of JPFI. Each of this Agreement and the Merger Agreement constitutes a valid and binding agreement of JPFI, enforceable against JPFI in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles. JPFI covenants and agrees that, effective as of the Effective Time, JPFI shall assume the rights and obligations of Rykoff under that certain Registration Rights Agreement, dated as of May 17, 1996, by and among Rykoff and the other persons whose signatures are set forth on the signature pages thereto pursuant to an agreement in form and substance satisfactory to JPFI and such other persons.

Section 7. Representations and Warranties of Stockholders. Each Stockholder represents and warrants to JPFI that this Agreement (i) has been duly authorized, executed and delivered by such Stockholder and (ii) constitutes the valid and binding agreement of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles. Each such Stockholder is the record and beneficial owner of the Subject Shares set forth opposite its respective name on Schedule I. The Subject Shares listed next to the name of such Stockholder on Schedule I hereto are the only voting securities of Rykoff owned (beneficially or of record) by such Stockholder. Neither the execution or delivery of this Agreement nor the consummation by such Stockholder of the transactions contemplated hereby will violate (a) the certificate of incorporation, by-laws, partnership agreement or other organizational document, as applicable, of any such Stockholder, or (b) any provisions of any law, rule or regulation applicable to such Stockholder or any contract or agreement to which such Stockholder is a party, other than such violations described in the foregoing clause (b) as would not prevent or materially delay the performance by

of its obligations hereunder or impose any liability or obligation on JPFI. Each Stockholder agrees that, at or prior to the Effective Time, it shall represent to Rykoff, JPFI or their respective counsel that, during the two-year period immediately following the Effective Time, it shall not (other than incident or pursuant to an Extraordinary Transaction) sell, exchange or otherwise dispose of (or enter into an agreement to sell, exchange or otherwise dispose of) shares of JPFI Common Stock equal to more than the lesser of (i) 25% or (ii) the Shortfall Percent, in each case of the shares of JPFI Common Stock received by it in the Merger. The "Shortfall Percent" shall equal that percentage of the total number of shares of JPFI Common Stock issued in the Merger as, when added to the following percentage of shares of JPFI Common Stock, shall equal 45%: 100% minus the sum of (i) the percent of shares of JPFI Common Stock issuable in the Merger to the Stockholders and (ii) the percent of shares of JPFI Common Stock issuable in the Merger to any other persons that can be identified immediately prior to the Merger as holding 5% or more of the total number of shares of Rykoff Common Stock outstanding at such time (for which purposes shares held by a family of mutual funds shall, to the extent possible, be identified with separate funds within such family and, to the extent so separately identifiable, treated as separate stockholders). For purposes of the restriction on disposition of JPFI Common Stock pursuant to the foregoing representation, the shares of JPFI Common Stock held by the Stockholders shall be aggregated, and the Stockholders shall be regarded as a single Stockholder. Notwithstanding the foregoing, no Stockholder shall be required to provide the representation described herein if, as a result of a change in law (including, without limitation, a change pursuant to Treasury regulations that may be applied, by election or otherwise, to the Merger), the facts intended to be reached by such representation are not a necessary condition for qualification of the Merger under Section 368 of the Internal Revenue Code of 1986, as amended.

For purposes of this Section 7, an "Extraordinary Transaction" means a merger, consolidation or other business combination, tender or exchange offer, share exchange, restructuring, recapitalization or other similar transaction involving JPFI, so long as any such transaction is not arranged as part of an overall plan to which such Stockholder is a party and pursuant to which the Merger is also being consummated.

Section 8. Effectiveness and Termination. It is a condition precedent to the effectiveness of this Agreement that the Merger Agreement shall have been executed and delivered and be in full force and effect. In the event the Merger Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate and be of no further force or effect. Upon such termination, except for any rights any party may have in respect of any breach by any other party of its or his obligations hereunder, none of the parties hereto shall have any further obligation or liability hereunder.

Section 9. Miscellaneous.

(a) Notices, Etc. All notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed to have been duly given to any party when delivered personally (by courier service or

otherwise), when delivered by telecopy and confirmed by return telecopy, or seven days after being mailed by first-class mail, postage prepaid in each case to the applicable addresses set forth below:

If to JPFI:

9830 Patuxent Woods Drive
Columbia, Maryland 21046
Attn: David M. Abramson, Esq.
Telecopy: (410) 312-7149

with a copy to:

Wachtell, Lipton, Rosen & Katz

51 West 52nd Street
New York, New York 10019
Attn: Edward D. Herlihy, Esq.
Telecopy: (212) 403-2000

If to any Stockholder:

Merrill Lynch Capital Partners, Inc.
225 Liberty Street
New York, New York 10080-6123
Attn: James V. Caruso
Telecopy: (212) 236-7364

with a copy to:

Merrill Lynch & Co., Inc.
World Financial Center
North Tower
250 Vesey Street
New York, New York 10281-1323
Attn: Marcia L. Tu, Esq.
Telecopy: (212) 449-3207

and a copy to:

Shearman & Sterling
599 Lexington Avenue
New York, New York 10022
Attn: Bonnie Greaves, Esq.
Telecopy: (212) 848-7179

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If to Rykoff:

Rykoff-Sexton, Inc.
1050 Warrenville Road
Lisle, Illinois
Telecopy No. (717) 830-7112
Attention: Robert J. Harter, Jr., Esq.

with a copy to:

Jones, Day, Reavis & Pogue
77 West Wacker
Chicago, Illinois 10022
Telecopy No.: (312) 782-8585
Attention: Elizabeth Kitslaar, Esq.

or to such other address as such party shall have designated by notice so given to each other party.

(b) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated except by an instrument in writing signed by JPFI, each of the Stockholders and Rykoff.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns, including without limitation in the case of any corporate party hereto any corporate successor by merger or otherwise, and in the case of any individual party hereto any trustee, executor, heir, legatee or personal representative succeeding to the ownership of such party's Subject Shares or other securities subject to this Agreement. Notwithstanding any transfer of Subject Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

(d) Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. There are no representations, warranties or covenants by the parties hereto relating to such subject matter other than those expressly set forth in this Agreement.

(e) Severability. If any term of this Agreement or the application thereof to any party or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law,

provided that in such event the parties shall negotiate in good faith in an attempt to agree to another provision (in lieu of the term or application held to be invalid or unenforceable) that will

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be valid and enforceable and will carry out the parties' intentions hereunder.

(f) Specific Performance. The parties acknowledge that money damages are not an adequate remedy for violations of this Agreement and that any party may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each party waives any objection to the imposition of such relief.

(g) Remedies Cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(i) No Third-Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any person or entity who or which is not a party hereto.

(j) Jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery in the State of Delaware or the United States District Court for the Southern District of New York or any court of the State of New York located in the City of New York in any action, suit or proceeding arising in connection with this Agreement, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein); provided, however, that such consent to jurisdiction is solely for the purpose referred to in this paragraph (j) and shall not be deemed to be a general submission to the jurisdiction of said Courts or in the States of Delaware or New York other than for such purposes. Each party hereto hereby waives any right to a trial by jury in connection with any such action, suit or proceeding.

(k) Governing Law. This Agreement and all disputes hereunder shall be governed by and construed and enforced in accordance with the General Corporation Law of the State of Delaware to the fullest extent possible and otherwise by the internal laws of the State of New York without regard to principles of conflicts of law.

(l) Name, Captions, Gender. The name assigned this Agreement and the section captions used herein are for convenience of reference only and shall not affect the interpretation

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or construction hereof. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all, the parties hereto.

(n) Limitation on Liability. No Stockholder shall have any liability hereunder for any actions or omissions of any other Stockholder.

(o) Expenses. JPFI and Rykoff shall each bear its own expenses, and Rykoff shall bear the reasonable expenses of the Stockholders, incurred in connection with this Agreement and the transactions contemplated hereby, except that in the event of a dispute concerning the terms or enforcement of this Agreement, the prevailing party in any such dispute shall be entitled to reimbursement of reasonable legal fees and disbursements from the other party or parties to such dispute.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

JP FOODSERVICE, INC.

By: /s/ James Miller

Name and Title: James L. Miller,
Chairman, President and Chief
Executive Officer

MERRILL LYNCH CAPITAL PARTNERS, INC.

By: /s/ Matthias B. Bowman

Name and Title:

MERRILL LYNCH CAPITAL APPRECIATION
PARTNERSHIP NO. B-XVIII, L.P.

By: Merrill Lynch LBO Partners No. B-IV,
L.P., as General Partner

By: Merrill Lynch Capital Partners, Inc., as
General Partner

By: /s/ Matthias B. Bowman

Name and Title:

[SUPPORT AGREEMENT]

MERRILL LYNCH KECALP L.P. 1994

By: KECALP Inc., as General Partner

By: /s/ Matthias B. Bowman

Name and Title:

ML OFFSHORE LBO PARTNERSHIP NO. B-
XVIII

By: Merrill Lynch LBO Partners
No. B-IV, L.P., as Investment General
Partner

By: Merrill Lynch Capital Partners, Inc., as
General Partner

By: /s/ Matthias B. Bowman

Name and Title:

ML IBK POSITIONS, INC.

By: /s/ Matthias B. Bowman

Name and Title:

MLCP ASSOCIATES L.P. NO. II

By: Merrill Lynch Capital Partners, Inc., as
General Partner

By: /s/ Matthias B. Bowman

Name and Title:

[SUPPORT AGREEMENT]

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MLCP ASSOCIATES L.P. NO. IV

By: Merrill Lynch Capital Partners, Inc., as
General Partner

By: /s/ Matthias B. Bowman

Name and Title:

MERRILL LYNCH KECALP L.P. 1991

By: KECALP Inc., as General Partner

By: /s/ Matthias B. Bowman

Name and Title:

MERRILL LYNCH CAPITAL APPRECIATION
PARTNERSHIP NO. XIII, L.P.

By: Merrill Lynch LBO Partners No. IV, L.P.,
as General Partner

By: Merrill Lynch Capital Partners, Inc., as
General Partner

By: /s/ Matthias B. Bowman

Name and Title:

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ML OFFSHORE LBO PARTNERSHIP NO. XIII

By: Merrill Lynch LBO Partners No. IV, L.P.,
as Investment General Partner

By: Merrill Lynch Capital Partners, Inc., as
General Partner

By: /s/ Matthias B. Bowman

Name and Title:

ML EMPLOYEES LBO PARTNERSHIP NO. I,
L.P.

By: ML Employees LBO Managers, Inc., as
General Partner

By: /s/ Matthias B. Bowman

Name and Title:

MERRILL LYNCH KECALP L.P. 1987

By: KECALP Inc., as General Partner

By: /s/ Matthias B. Bowman

Name and Title:

MERCHANT BANKING L.P. NO. II

By: Merrill Lynch MBP Inc., as General
Partner

By: /s/ Matthias B. Bowman

Name and Title:

[SUPPORT AGREEMENT]

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Rykoff hereby consents to the entry by each Stockholder into this Agreement, and the consummation of the transactions expressly contemplated hereby, in each case for purposes of Section 3.1(a) of the that certain Standstill Agreement (the "Standstill Agreement"), dated as of May 17, 1996, by and between RSI and the ML Entities (as defined therein). Rykoff represents and warrants to JPFI that the entry by each Stockholder into this Agreement, and the consummation of the transactions expressly contemplated hereby, each has been previously approved by the affirmative vote of a majority of the Continuing Directors (as defined in the Standstill Agreement) of Rykoff at a meeting at which a Continuing Director Quorum (as defined in the Standstill Agreement) was present. Rykoff also hereby acknowledges and consents to its obligations pursuant to Section 9(o) hereof.

RYKOFF-SEXTON, INC.

By: /s/ Mark Van Stekelenburg

Name: Mark Van Stekelenburg
Title: Chairman and Chief Executive
Officer

[SUPPORT AGREEMENT]

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