



SYSCO International, Co.

SHORT - TERM PROMISSORY NOTES

C\$500,000,000

Unconditionally Guaranteed by

SYSCO Corporation

INFORMATION MEMORANDUM

March 18, 2002



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INFORMATION MEMORANDUM

These short-term promissory notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and may not be offered for sale or sold within the United States of America or the territories or possessions thereof (the "**United States**") or to, or for the benefit of, U.S. Persons (as such term is defined in Regulation S under the U.S. Securities Act and for U.S. federal income tax purposes). These short-term promissory notes may not be sold, resold, transferred, pledged or otherwise disposed of in the United States or to a U.S. Person, or otherwise to a non-resident of Canada for purposes of the *Income Tax Act* (Canada).

SYSCO International, Co. and SYSCO Corporation are not member institutions of the Canada Deposit Insurance Corporation and are not regulated as financial institutions in Canada. An investment in the short-term promissory notes is not a deposit.

This Information Memorandum does not in any way obligate SYSCO International, Co. to accept an offer to purchase the short-term promissory notes described herein.

March 18, 2002

SYSCO INTERNATIONAL, CO.

SYSCO International, Co. (the “**Issuer**”) is a corporation organized under the laws of the Province of Nova Scotia and is a direct wholly-owned subsidiary of SYSCO Corporation, a Delaware corporation (the “**Guarantor**”). The executive offices of the Issuer and the Guarantor are located at 1390 Enclave Parkway, Houston, Texas 77077-2099. The Issuer’s registered office in Canada is located at Suite 900, Purdy’s Wharf Tower One, 1959 Upper Water Street, P.O. Box 997, Halifax, Nova Scotia, Canada, B3J 2X2.

The Issuer was incorporated as a Nova Scotia corporation on February 19, 2002 to serve as the Guarantor’s direct wholly-owned finance subsidiary in Canada. The Issuer’s business will be limited to raising debt capital and extending credit to other Canadian affiliates of the Guarantor for the purpose of financing their operations. The Issuer does not currently plan to conduct any other business operations.

The Guarantor and all of its direct and indirect subsidiaries, including the Issuer, are, except as otherwise specifically stated, collectively referred to herein as the “**Company**”. In this Information Memorandum, unless otherwise specified, all references to “**C\$**” are to Canadian dollars and all references to “**U.S.\$**” are to United States dollars.

SYSCO CORPORATION

The Company, acting through its subsidiaries and divisions, is the largest North American distributor of food and related products to the foodservice or “food-prepared-away-from-home” industry. Founded in 1969, the Company provides its products and services to approximately 370,000 customers in North America, including restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers.

The Company, which was formed when the stockholders of nine companies exchanged their stock for the Company’s common stock, commenced operations in March 1970. Since its formation, annual sales have grown from U.S.\$115 million to over U.S.\$21 billion in its fiscal year ended June 30, 2001, primarily through internal expansion of existing operations and acquisitions of formerly independent companies. Through the end of fiscal 2001, the Company had acquired sixty-five companies or divisions of companies.

In December 2000, the Company acquired North Douglas Distributors, Ltd., a broadline foodservice distributor operating on Vancouver Island, British Columbia and the Albert M. Briggs Company, a specialty meat distributor in Washington, D.C. In January 2001, the Company acquired certain operations of the Freedman Companies, a specialty meat supplier based in Houston, Texas. In March 2001, the Company acquired Guest Supply, Inc. through an exchange offer followed by a merger. Guest Supply is a specialty distributor to the lodging industry headquartered in Monmouth Junction, New Jersey. In May 2001, the Company acquired HRI Supply, Inc. a broadline foodservice distributor located in Kelowna, British Columbia. In July 2001, the Company acquired Fulton Provision Co., a specialty meat company based in Portland, Oregon. In September 2001, Guest Supply acquired Franklin Supply Company, a supplier of housekeeping and other operating supplies to the lodging industry located in North Carolina.

The Company’s operations have been aggregated into five segments: Broadline, SYGMA Network, specialty produce, specialty meat and lodging industry products. Broadline operating companies distribute a full line of food products and a wide variety of non-food products to both traditional and chain restaurant customers. SYGMA Network operating

companies distribute a full line of food products and a wide variety of non-food products to some of the Company's chain restaurant customer locations. The Company's specialty produce companies distribute fresh produce and, on a limited basis, other foodservice products. Specialty meat companies distribute custom-cut fresh steaks, and other meat, seafood and poultry products. The Company's lodging industry products business distributes personal care guest amenities, housekeeping supplies, room accessories and textiles to the lodging industry.

Food products include frozen foods such as meats, prepared entrees, fruits, vegetables and desserts, canned and dry goods, fresh meat, seafood and poultry, imported specialties and fresh produce. Nonfood products include paper products such as napkins, plates and cups, china and silverware, restaurant and kitchen equipment and supplies, medical and surgical supplies, cleaning supplies and hotel supplies.

The Company distributes both nationally-branded merchandise and products packaged under its own proprietary brands.

As of June 30, 2001, the Company had approximately 43,000 full-time employees.

WHERE YOU CAN FIND MORE INFORMATION

The Company files annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the "**SEC**"). You may read and copy this information at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information regarding the public reference room. In addition, the SEC also maintains an internet site that contains reports, proxy statements and other information about issuers like the Company who file electronically with the SEC. The address of that site is <http://www.sec.gov>.

The Company has elected to "incorporate by reference" information into this Information Memorandum, which means that it can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this Information Memorandum, except for any information superseded by information contained directly in this Information Memorandum. This Information Memorandum incorporates by reference the documents set forth below that the Company has previously filed with the SEC. These documents contain important information about the Company and its financial condition.

The following documents that the Company previously filed with the SEC are incorporated by reference in this document.

The Company's:

- Annual Report on Form 10-K for the year ended June 30, 2001;
- Quarterly Reports on Form 10-Q for the quarters ended September 29, 2001 and December 29, 2001;
- Current Report on Form 8-K filed on August 2, 2001;
- Current Report on Form 8-K filed on September 26, 2001;
- Current Report on Form 8-K filed on October 17, 2001;

- Current Report on Form 8-K filed on December 18, 2001;
- Current Report on Form 8-K filed on January 16, 2002; and
- The description of the Company's common stock contained in its registration statement on Form 8-A filed under Section 12 of the *Securities Exchange Act of 1934*, and any amendment or report filed for the purpose of updating such description, as updated by the description of capital stock contained in the Company's Current Report on Form 8-K filed on October 26, 2000.

Documents incorporated by reference are available from the Company, without charge, excluding all exhibits unless the Company has specifically incorporated by reference an exhibit in this Information Memorandum or in a document incorporated by reference herein. Purchasers of the Notes (as defined below) may obtain documents incorporated by reference in this Information Memorandum by requesting them in writing or by telephone from:

SYSCO Corporation
Investor Relations
1390 Enclave Parkway
Houston, Texas 77077-2099
Telephone: (281) 584-1390

You should rely only on the information contained or incorporated by reference in this Information Memorandum. The Company has not authorized anyone to provide you with information that is different from what is contained in this Information Memorandum. This Information Memorandum is dated March 18, 2002.

DESCRIPTION OF THE SHORT - TERM PROMISSORY NOTES

Issuer:	SYSCO International, Co.
Guarantor:	SYSCO Corporation.
Principal Amount:	The aggregate principal amount of the short-term promissory notes (the “ Notes ”) outstanding at any one time will not exceed C\$500,000,000 (or the equivalent thereof in lawful money of the United States of America (“ United States Dollars ”)) at the time of issue.
Form of Notes:	<p>The Notes will be issued in negotiable form, payable to bearer or to the order of a purchaser thereof. Alternatively, at the option of the Issuer, the Notes will be issued in “book entry only” form (the “Book Entry Notes”), in which case such Notes must be purchased or transferred through participants (“Participants”) in the debt clearing service of The Canadian Depository for Securities Limited (“CDS” or the “Depository”), which Participants include securities brokers and dealers, and banks and trust companies. Indirect access to the CDS book entry system is also available to other institutions (“Indirect Participants”) that maintain custodial relationships with a Participant, either directly or indirectly.</p> <p>The Issuer will cause the Book Entry Notes to be delivered to, and registered in the name of, CDS or its nominee. Each purchaser of a Book Entry Note will receive a customer confirmation of purchase from the Participant or Indirect Participant from whom such Note is purchased in accordance with the practices and procedures of that person. Practices of Participants and Indirect Participants may vary, but generally customer confirmations are issued promptly after execution of a customer order.</p> <p>No holder of Book Entry Notes will be entitled to a certificate or other instrument from the Issuer or CDS evidencing that person’s interest in or ownership of such Note, or will be shown on the records maintained by CDS, except through an agent of the holder who is a Participant or an Indirect Participant of CDS. Registration of interests in and transfers of Book Entry Notes will only be made through the debt clearing service of CDS. All payments on Book Entry Notes by the Issuer will be made to CDS or to any paying agent appointed by the Issuer, which will then make payments to CDS, and such payments will be forwarded by CDS to its Participants, by Participants to holders of Book Entry Notes or, where applicable, by Participants to Indirect Participants and thereafter to holders of Book Entry Notes.</p>

None of the Issuer, the Guarantor, the Participants or the Indirect Participants will assume any liability for: (a) any aspect of the records relating to the beneficial ownership of the Book Entry Notes held by CDS or the payments relating thereto; (b) maintaining, supervising or reviewing any records relating to the Book Entry Notes; or (c) any advice or representation made by or with respect to CDS including those contained in this Information Memorandum and relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants. The rules governing CDS provide that it acts as the agent and depository for the Participants, and CDS has a statutory duty to enforce payment of the Notes on behalf of the Participants. As a result, Participants must look solely to CDS and holders of Book Entry Notes must look solely to Participants for payment of principal and interest on the Book Entry Notes once such payment is made by or on behalf of the Issuer to CDS.

The ability of a holder to pledge Book Entry Notes or take action with respect thereto (other than through a Participant or an Indirect Participant) may be limited due to the lack of physical certificates.

The Book Entry Notes will be designated as subject to the *Depository Bills and Notes Act* (Canada).

The Issuer will have the option to terminate the book entry system through CDS, in which case Notes in certificated form payable to bearer or to the order of a holder thereof will be issued to holders of Book Entry Notes or their nominees.

The Notes will be payable in Canadian dollars or in United States Dollars, whichever is the currency of issue. A specimen form of Note payable in Canadian dollars or in United States Dollars is included in this Information Memorandum.

Denominations: The Notes will be issued in multiples of C\$1,000 or U.S.\$1,000, if applicable, subject to a minimum purchase of C\$100,000 or U.S.\$100,000, as the case may be.

Maturities: The Notes will mature up to but not exceeding 183 days from the date of issue.

Rates of Interest: The Notes will be interest-bearing or issued at a discount to mature at their principal amount. All interest on the Notes will be paid at maturity. The rates of interest on the Notes are available on request.

Delivery and Payment:	Delivery of Book Entry Notes and all payments on Book Entry Notes will be made in accordance with the rules established by CDS. Delivery of Notes in certificated form will be made against payment by wire transfer, certified cheque or bank draft payable to the Issuer at the designated office(s) of any issuing and paying agent appointed by the Issuer in the City of Toronto (the “ delivery point ”). Payment of the Notes in certificated form at maturity will be made on behalf of the Issuer upon surrender of the Notes at the delivery point.
Foreign Property:	Based, in part, on a certificate provided by an officer of the Issuer, the Notes, if issued on the date hereof, will not constitute “foreign property” for the purposes of Part XI of the <i>Income Tax Act (Canada)</i> (the “ ITA ”). No opinion is given with respect to the status of the Notes as qualified investments under the ITA and the regulations thereunder for trusts governed by registered retirement savings plans, registered education savings plans, deferred profit sharing plans or registered retirement income funds and potential purchasers of Notes should consult their own tax advisors in this regard.
Redemption:	Not redeemable prior to maturity.
Purpose:	The net proceeds from the sale of the Notes will be used by the Issuer in connection with the payment of the purchase price by SYSCO SERCA Food Services, Inc., an affiliate of the Issuer, to Sobeys Inc., Sobeys Capital Inc. and SERCA Food Services Inc. for the acquisition of substantially all of the assets of SERCA Food Services Inc. and certain of its affiliates, for general corporate purposes, including loans to the Canadian affiliates of the Guarantor for their general corporate and working capital purposes and for the repayment of outstanding indebtedness of the Issuer.
Guarantee:	The Notes are unconditionally guaranteed as to payment of principal and any interest by the Guarantor.
Liquidity:	The Issuer, together with the Guarantor, have sufficient resources, including lines of credit, to meet their commercial paper obligations as such obligations become due.
Selling Restrictions:	The Notes have not been and will not be registered under the U.S. Securities Act and may not be offered or sold within the United States or to, or for the benefit of, U.S. Persons (as such term is defined in Regulation S under the U.S. Securities Act and for U.S. federal income tax purposes). The Notes will not be sold outside Canada or to any person who is not resident in Canada, or to any person purchasing for resale to, or for the benefit of, any person who is not resident in Canada.
Purchasers’ Representations:	By purchasing a Note, the purchaser represents and warrants that it is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act) or a person not resident in Canada for the purposes of the ITA and is not purchasing such Notes for the account of, or for the benefit of, any such U.S. Person or non-resident person.

Restrictions on Resale:

Notes held by a purchaser may not be offered, sold or delivered, and by purchasing a Note the purchaser agrees that the purchaser will not offer, sell or deliver the Note, except to an authorized agent of the Issuer or to persons approved by such an authorized agent as not being a U.S. Person or a person who is a non-resident of Canada for the purposes of the ITA.

Eligibility:

Eligibility of the Notes offered hereby, if offered on the date hereof, for investment by purchasers to whom any of the following statutes apply is governed by criteria which such purchasers are required to establish as policies, goals, procedures or guidelines, and in certain cases file, pursuant to the applicable statute (and where applicable, the regulations thereunder) and is subject to the general investment provisions, quantitative restrictions and prudent investment standards provided therein:

<i>Bank Act (Canada);</i>	<i>The Trustee Act (Manitoba);</i>
<i>Cooperative Credit Associations Act (Canada);</i>	<i>Pension Benefits Act (New Brunswick);</i>
<i>Insurance Companies Act (Canada);</i>	<i>Trustees Act (New Brunswick);</i>
<i>Pension Benefits Standards Act, 1985 (Canada);</i>	<i>Pension Benefits Act, 1997 (Newfoundland and Labrador);</i>
<i>Trust and Loan Companies Act (Canada);</i>	<i>Pension Benefits Act (Nova Scotia);</i>
<i>Alberta Heritage Savings Trust Fund Act;</i>	<i>Trustee Act (Nova Scotia);</i>
<i>Employment Pension Plans Act (Alberta);</i>	<i>Loan and Trust Corporations Act (Ontario);</i>
<i>Insurance Act (Alberta);</i>	<i>Pension Benefits Act (Ontario);</i>
<i>Loan and Trust Corporations Act (Alberta);</i>	<i>Trustee Act (Ontario);</i>
<i>Financial Institutions Act (British Columbia);</i>	<i>An Act respecting insurance (Québec);</i>
<i>The Insurance Act (Manitoba);</i>	<i>An Act respecting trust companies and savings companies (Québec); and</i>
<i>The Pension Benefits Act (Manitoba);</i>	<i>Supplemental Pension Plans Act (Québec).</i>

**EXTRACT FROM THE
ARTICLES OF ASSOCIATION OF
SYSCO INTERNATIONAL, CO.
(defined as the "Company" in the articles of association)**

"52. The directors on behalf of the Company may:

(1) raise or borrow money for the purposes of the Company or any of them;

(2) secure, subject to the sanction of a special resolution where required by the Act [*i.e.*, *Companies Act* (Nova Scotia)], the repayment of funds so raised or borrowed in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the execution and delivery of mortgages of the Company's real or personal property, or by the issue of bonds, debentures or other securities of the Company secured by mortgage or other charge upon all or any part of the property of the Company, both present and future including its uncalled capital for the time being;

(3) sign or endorse bills, notes, acceptances, cheques, contracts, and other evidence of or securities for funds borrowed or to be borrowed for the purposes aforesaid;

(4) pledge debentures as security for loans;

(5) guarantee obligations of any person.

53. Bonds, debentures and other securities may be made assignable, free from any equities between the Company and the person to whom such securities were issued.

54. Any bonds, debentures and other securities may be issued at a discount, premium or otherwise and with special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors and other matters."

* * * *

The undersigned, the Vice President and Secretary of the Issuer, hereby certifies that the foregoing is a true and correct copy of Article 52 of the articles of association of the Issuer and that such Article 52 has not been further amended and is in full force and effect as of the date hereof.

Dated this 18th day of March, 2002.

Kent R. Berke
Vice President and Secretary

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
SYSCO INTERNATIONAL, CO.
(defined as the "Company" in the resolutions)**

"RESOLVED, that it is advisable and in the best interest of the Company to borrow money through the issuance and sale of up to C\$500,000,000, or the equivalent thereof in United States dollars, aggregate principal amount of notes, whether in certificated or "book-entry only" form (the "**Program**"), which notes shall mature and be payable not more than 183 days from the date of issue; and

FURTHER RESOLVED, that The Toronto-Dominion Bank, or any other dealer that may be appointed by the President of the Company, any Vice President of the Company, or the Treasurer of the Company or any Assistant Treasurer of the Company, and each of them individually, from time to time, be the dealers for the Program; and

FURTHER RESOLVED, that the forms, terms and provisions of the proposed notes (the "**Notes**"), the Dealer Agreement, the Issuing and Paying Agency Agreement, the Notewriter Service Agreement and all other agreements, contracts and instruments to be executed by the Company in connection with the Program (collectively, the "**Program Documents**") be, and the same hereby are, authorized and approved in all respects; and the President of the Company, any Vice President of the Company, or the Treasurer of the Company or any Assistant Treasurer of the Company (each, a "**Designated Officer**"), or any of them, be, and each hereby is, authorized, in the name and on behalf of the Company, to execute (by manual or facsimile signature) and deliver the Program Documents in the forms approved by the person(s) executing the same on behalf of the Company, such execution to be conclusive evidence of the authority therefor; and

FURTHER RESOLVED, that any Designated Officer be, and each hereby is, authorized in the name and on behalf of the Company, to execute by manual or facsimile signature the Notes, such execution to be conclusive evidence of the authority therefore; and

FURTHER RESOLVED, that any Note executed on behalf of the Company in accordance with the provisions of these resolutions, and which has been duly issued and delivered by the Company and manually authenticated in accordance with the terms of the Program Documents, shall constitute a valid and binding obligation of the Company notwithstanding that, at any time after the execution of such Note, the Designated Officer signing the same on behalf of the Company may cease to hold the office in the Company held by such person at the time of such execution; and

FURTHER RESOLVED, that the information memorandum of the Company (the "**Information Memorandum**") relating to the offering of Notes, the form of which has been submitted to and reviewed by SYSCO Corporation, be and it is hereby approved, subject to such additions, deletions, variations and amendments therein and thereto as may be approved by any Designated Officer; and

FURTHER RESOLVED, that the actions heretofore taken by the Designated Officers, or any of them, in respect of the Program be, and they hereby are, ratified and approved in all respects; and

FURTHER RESOLVED, that each of the Designated Officers be, and each hereby is, authorized, in the name and on behalf of the Company, to do and perform or cause to be done and performed such other acts, to pay or cause to be paid such related costs and expenses, and to execute and deliver or cause to be executed and delivered such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, undertakings, supplements, amendments, further assurances or other instruments or communications, as such person may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of applicable law, the regulations of any securities exchange or other regulatory body having jurisdiction and the instruments approved and authorized by the foregoing resolutions.”

* * * *

The undersigned, the Assistant Secretary of the Issuer, hereby certifies that the foregoing is a true and correct copy of resolutions passed by unanimous written consent of the board of directors of the Issuer on the 18th day of March, 2002, and that such resolutions are in full force and effect as of the date hereof.

Dated the 18th day of March, 2002.

Paula J. Bione
Assistant Secretary

**SYSCO INTERNATIONAL, CO.
CERTIFICATE OF INCUMBENCY AND SIGNATURES**

Office	Name	Signature
President	Michael C. Nichols	
Vice President and Secretary	Kent R. Berke	
Treasurer	Diane Day Sanders	
Assistant Treasurer	Kathy Oates	

The undersigned, the Assistant Secretary of the Issuer, hereby certifies that the persons named above have been duly appointed to the offices of the Issuer set opposite their respective names, that at the date hereof such persons named continue to hold the offices set opposite their respective names and that the signature set opposite each name is a true specimen of the signature of such person.

Dated the 18th day of March, 2002.

Paula J. Bione
Assistant Secretary

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
SYSCO CORPORATION
(defined as the "Company" in the resolutions)**

"WHEREAS, Sysco International, Co., a direct wholly owned subsidiary of the Company ("**SYSCO International**"), has been authorized to establish a commercial paper program in Canada (the "**Commercial Paper Program**") as described in the Information Memorandum (as hereinafter defined) for the purpose of providing working capital for all of the Company's current and future operations in Canada and to provide some or all of the financing of the Company's planned acquisition of substantially all of the assets of SERCA Foodservice Inc. and its affiliates; and

WHEREAS, the Commercial Paper Program calls for the Company to guarantee certain obligations of SYSCO International in connection with the Commercial Paper Program; and

WHEREAS, the Finance Committee of the Board of Directors has reviewed the terms of the Commercial Paper Program, including the Company's guaranty, and has recommended that such program be approved by the Board of Directors; and

WHEREAS, the Board of Directors of the Company finds it to be in the Company's best interest that the Company guarantee certain obligations of SYSCO International in connection with the Commercial Paper Program thereby lowering the Company's overall costs of providing financing for its Canadian subsidiaries and affiliates; **NOW, THEREFORE, BE IT**

RESOLVED, that the Company be, and it hereby is, authorized to guarantee unconditionally payment of the principal and interest, if any, when and as the same shall become due and payable, on any and all short-term notes of SYSCO International issued in connection with the Commercial Paper Programme (the "**Notes**"), which Notes shall mature and be payable not more than 183 days from the date of issue, provided that the outstanding aggregate principal amount of the Notes shall not at any time exceed C\$500,000,000 or the equivalent thereof in United States dollars; and

FURTHER RESOLVED, that the President, any Executive Vice President, Vice President or Assistant Vice President, the General Counsel or Associate General Counsel, and the Treasurer or any Assistant Treasurer (collectively, the "**Executing Officers**") of the Company are, and each of them is, hereby authorized from time to time to execute on behalf of the Company by manual or facsimile signature, instruments or documents of guarantee by endorsement on the Notes or otherwise; and

FURTHER RESOLVED, that any guarantee executed on behalf of the Company in accordance with the provisions of these resolutions, when appearing on any of the Notes which has been duly issued and delivered by SYSCO International or in a separate document, shall constitute a valid and binding obligation of the Company notwithstanding that, at any time after the execution of such guarantee, the Executing Officers signing the same on behalf of the Company may cease to hold the office in the Company held by such person at the time of such execution; and

FURTHER RESOLVED that the information memorandum of SYSCO International which contains information concerning the Company (the "**Information Memorandum**") relating to the offering of Notes pursuant to the Commercial Paper Program, the form of

which has been submitted to the Company and reviewed by one or more of the Executing Officers, be and it is hereby approved, subject to such additions, deletions, variations and amendments therein and thereto as may be approved by any Executing Officer; and

FURTHER RESOLVED, that the Executing Officers acting as aforesaid be, and they hereby are, authorized to execute such agreements, instruments and other documents and to take all such actions considered necessary or advisable to carry out the intent and purposes of these resolutions and the transactions contemplated thereby, including without limitation, the sale of the Notes and the Company's guarantee thereof, and all actions which heretofore have been taken by or at the direction of any such person for such purposes are hereby approved, adopted, ratified and confirmed."

* * * *

The undersigned, the Corporate Secretary of the Guarantor, hereby certifies that the foregoing is a true and correct copy of the resolutions duly passed by the board of directors of the Guarantor on March 18, 2002 and that such resolutions are in full force and effect as of the date hereof.

Dated the 18th day of March, 2002.

Carolyn S. Mitchell
Corporate Secretary

**SYSCO CORPORATION
CERTIFICATE OF INCUMBENCY AND SIGNATURES**

Office	Name	Signature
Executive Vice President, Finance and Administration	John K. Stubblefield, Jr.	
Treasurer	Diane Day Sanders	
Vice President and General Counsel	Michael C. Nichols	
Assistant Vice President and Associate General Counsel	Kent R. Berke	
Assistant Treasurer	Kathy Oates	

The undersigned, the Corporate Secretary of the Guarantor, hereby certifies that the persons named above have been duly appointed to the offices of the Guarantor set opposite their respective names, that at the date hereof such persons named continue to hold the offices set opposite their respective names and that the signature set opposite each name is a true specimen of the signature of such person.

Dated the 18th day of March, 2002.

Carolyn S. Mitchell
Corporate Secretary

PURCHASERS' STATUTORY RIGHTS

Securities legislation in several Canadian provinces provides purchasers with a right of rescission and/or a right to damages where this Information Memorandum contains a misrepresentation, provided that such rights are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or should consult with a legal adviser.

Without limiting the generality of the foregoing, purchasers of Notes resident in the Province of Nova Scotia have the following rights:

Where this Information Memorandum or any amendment thereto or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains a misrepresentation, a purchaser to whom the Information Memorandum has been delivered and who purchases a security referred to therein shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has a right of action for damages against the seller but may elect to exercise a right of rescission against the seller, in which case he shall have no right of action for damages against the seller, provided that:

- (a) in an action for rescission or damages, the defendant will not be liable if it proves that the purchaser purchased the security with knowledge of the misrepresentation;
- (b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the security as a result of the misrepresentation relied upon; and
- (c) in no such case shall the amount recoverable under the right of action described herein exceed the price at which the security was offered.

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) and is in addition to and without derogation from any right the purchaser may have at law.

Pursuant to section 146 of the *Securities Act* (Nova Scotia), no action shall be commenced to enforce the right of action conferred by section 138 thereof unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made by the security or after the date on which the initial payment for the security was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

For the purposes of the *Securities Act* (Nova Scotia) "**misrepresentation**" means:

- (a) an untrue statement of material fact; or
- (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

STIKEMAN ELLIOTT

Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9
Tel: (416) 869-5500 Fax: (416) 947-0866 www.stikeman.com

March 18, 2002

SYSCO International, Co.
c/o SYSCO Corporation
1390 Enclave Parkway
Houston, Texas
77077-2099

The Toronto-Dominion Bank
Corporate & Investment Banking Group
55 King Street at Bay Street
TD Tower, 6th Floor
Toronto, Ontario M5K 1A2

Dear Ladies and Gentleman:

Re: Short-Term Promissory Notes

We have acted as Canadian counsel to SYSCO International, Co. (the “**Company**”) in connection with the issue and sale by the Company of its short-term promissory notes (the “**Notes**”), each having a maturity date of not more than 183 days from its date of issue and a denomination of not less than \$100,000 in lawful money of Canada or the United States, all in accordance with an information memorandum dated March 18, 2002 (the “**Information Memorandum**”). The Notes are guaranteed as to principal and interest by SYSCO Corporation (the “**Guarantor**”). The Notes are not convertible or exchangeable into or accompanied by any right to purchase another security. We are furnishing this opinion at the Company’s request for the information of prospective purchasers of the Notes. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Information Memorandum.

As Canadian counsel to the Company, we have assisted in the preparation of and have examined the Information Memorandum and the specimen form of Note reproduced in the Information Memorandum. We have examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates and other documents as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed. In all such examinations, we have assumed (i) the legal capacity of all individuals, (ii) the genuineness of all signatures on, and the authenticity and completeness of, all documents submitted to us as originals, (iii) the conformity to the originals of all documents submitted to us as true certified, conformed, facsimile or photostatic copies thereof and the genuineness of all signatures thereon and the authenticity and completeness of the originals of such copies, and (iv) that neither the Company or the Guarantor is a “market intermediary” as such term is defined in the *Securities Act* (Ontario).

We understand that if the Information Memorandum is furnished to persons in the Province of Québec, it will be accompanied by the French language form thereof.

The opinions hereinafter expressed are based upon certain factual matters and legislation and other law in effect on the date hereof. We assume no obligation to update the opinions hereinafter expressed.

We are qualified to practice law only in the Provinces of Ontario, Québec, Alberta and British Columbia and our opinion below is expressed only with respect to the laws of such provinces and of the laws of Canada applicable therein.

Accordingly, in giving our opinion in paragraph 1 below, we have relied exclusively, without independent investigation or verification, upon an opinion of even date herewith of Stewart McKelvey Stirling Scales, in giving our opinion in paragraphs 2 and 4 below, we have relied exclusively, without independent investigation or verification, upon an opinion of even date herewith of Andrews & Kurth, Mayor, Day, Caldwell & Keeton, LLP, U.S. counsel to the Guarantor, a copy of which has been included in the Information Memorandum. In giving our opinions in paragraphs 7 and 9 (with respect to the laws of the Provinces of Manitoba, Saskatchewan, Newfoundland and Labrador, Prince Edward Island, New Brunswick and Nova Scotia), we have relied exclusively, without independent investigation or verification, upon opinion of counsel in such provinces. To the extent that any opinion of counsel upon which we have relied is stated to be based on any assumption, to be given in reliance on any certificate or other document, or to be subject to any limitation, qualification or exception, the opinions expressed herein in reliance on any such opinion of counsel is based upon the same assumption, is given in reliance on the same certificate or document, and is subject to the same limitation, qualification or exception.

The opinions expressed in paragraph 9 below are also subject to the general limitations and restrictions contained in the statutes and regulations referred to therein as to the amount of funds which may be invested in any one investment or type or class of investment.

In giving our opinions in paragraph 10 below, we have relied, without independent investigation or verification, upon information provided in a certificate dated March 18, 2002, of the Vice President and Secretary of the Company with respect to certain factual matters. Accordingly, this opinion may be relied upon in connection with Notes purchased after the date of this opinion only if there has been no change in the information contained in such officer's certificate insofar as such information affects the subject matter of this opinion. We shall be under no obligation to advise you of any such change(s). We understand that the reliances, limitations and assumptions expressed in this and the preceding paragraphs are satisfactory to you.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Company is a corporation incorporated and subsisting under the laws of the Province of Nova Scotia and has the corporate power to create, issue and sell the Notes.

2. The Guarantor has been duly incorporated and organized and is validly subsisting under the laws of the State of Delaware.
3. The Company has taken all necessary corporate action to authorize the borrowing of money through the sale of the Notes and to authorize the creation, execution and issuance of the Notes.
4. The Guarantor has all necessary corporate power to guarantee the payment of principal of and interest, if any, on the Notes and the Guarantee has been duly authorized by all necessary corporate action of the Guarantor.
5. Notes issued in the form and within the limits set forth in the Information Memorandum, signed manually or in facsimile by the Company and manually authenticated by a person duly authorized in that regard and delivered by or on behalf of the Company for value, constitute legal, valid and binding obligations of the Company enforceable in accordance with their terms.
6. When duly executed by the Guarantor and delivered with respect to a Note executed and delivered as provided in paragraph 5 hereof, the Guarantee, in the form set forth in the specimen Note included in the Information Memorandum, will constitute a valid and binding obligation of the Guarantor enforceable in accordance with its terms.
7. The Company may, under the securities legislation of the respective provinces of Canada mentioned in this paragraph 7, either directly or through agents (which agents must be registered in an appropriate category pursuant to applicable securities legislation or otherwise be exempt from registration), without registration by the Company and without filing any prospectus or other document, except for the filing of the Information Memorandum and any other disclosure documents delivered to purchasers of the Notes with the Commission des valeurs mobilières du Québec:
 - (a) offer and sell the Notes to the public in Ontario;
 - (b) offer and sell the Notes:
 - (i) to the public (other than individuals) in British Columbia; and
 - (ii) to individual members of the public in British Columbia, provided that the Notes have a credit rating from one of the following rating agencies set out below that is equal to or higher than the level indicated below:

<u>Rating Agency</u>	<u>Rating</u>
CBRS Inc.	A-1 (low)
Dominion Bond Rating Service Limited	R-1 (low)
Moody's Investors Service, Inc.	P-1
Standard & Poor's Corporation	A-1

and the Company or any of its agents offering and selling the Notes does not know or ought not reasonably to know that the rating agency announced that the rating may be down-graded to a level below the level indicated in paragraph (ii) above;

- (c) offer and sell the Notes to the public in Alberta;
- (d) offer and sell the Notes to the public in Saskatchewan, provided that:
 - (i) the Notes have a rating at or above one of the following rating categories (each an “**Approved Credit Rating**”) issued by a credit rating organization shown below (each an “**Approved Credit Rating Organization**”) for the Notes or a category that replaces one of the following ratings if:
 - (A) there has been no announcement of the Approved Credit Rating Organization that the rating of the security or instrument to which the approved credit rating was given may be down-graded to a rating category that would not be an Approved Credit Rating;
 - (B) neither the Company nor any agent of the Company is in default of any requirement of *The Securities Act, 1988* (Saskatchewan), the regulations thereunder or a decision of the Saskatchewan Securities Commission; and
 - (C) none of the following Approved Credit Rating Organizations have rated the security or instrument in a rating category that is not an Approved Credit Rating:

<u>Rating Agency</u>	<u>Rating</u>
CBRS Inc.	A-1
Dominion Bond Rating Service Limited	R-1-L
Duff & Phelps Credit Rating Co.	D-1
Fitch IBCA, Inc.	A-1
Moody's Investors Service, Inc.	P-1
Standard & Poor's Corporation	A-1
Thomson BankWatch, Inc.	TBW-2

- (e) offer and sell the Notes to the public in Manitoba (other than through agents with a restricted registration pursuant to which such agents are not entitled to trade in the Notes);
- (f) offer and sell the Notes to the public in Québec;
- (g) offer and sell the Notes to the public in New Brunswick, provided that a purchaser thereof purchases as principal, Notes having an aggregate acquisition cost to such purchaser of not less than \$97,000 in Canadian funds or its equivalent thereof in other currency;
- (h) distribute the Notes in Nova Scotia:
 - (i) to the public (other than individuals); and
 - (ii) to individual members of the public, provided that the Notes have a credit rating from one of the rating agencies set out below that is equal to or higher than the level indicated below:

<u>Rating Agency</u>	<u>Rating</u>
Dominion Bond Rating Service Limited	R-1-L
Moody's Investors Service, Inc.	P-1
Standard & Poor's Corporation	A-1

and none of the Company or any of its agents distributing the Notes knows or ought reasonably to know that the rating may be downgraded to a level below the level indicated herein;

provided that in each case the Information Memorandum is accompanied by a description of the right of action granted by the *Securities Act* (Nova Scotia) to purchasers in Nova Scotia who purchase Notes in reliance upon a misrepresentation contained in the Information Memorandum;

- (i) offer and sell the Notes to the public in Prince Edward Island; and
 - (j) distribute the Notes to the public in Newfoundland and Labrador.
8. The Information Memorandum, in its French language form, and the form of Note contained therein, being in bilingual form, comply with the requirements of the Charter of the French language of the Province of Québec, where applicable. The French texts of the Information Memorandum and of the form of Note are in all material respects complete and proper translations of the respective English texts thereof and are not susceptible of any materially different interpretation with respect to any material matter contained therein.
9. Subject to the general limitations and restrictions as set forth in the Acts and Regulations referred to below as to the amount of funds which may be invested in any one investment or type or class of investment and applicable general investment

provisions and quantitative and other restrictions found in such legislation and based upon and subject to the foregoing, the Notes are, at the date hereof, investments:

- (a) in which the provisions of the *Bank Act* (Canada) would not, subject to compliance with the prudent standards for investment and lending contained therein, preclude a bank to which such Act applies from investing, provided that the investment by such bank in the Notes is not inconsistent with the prudent investment policies, standards and procedures required to be established and adhered to by such bank under such Act;
- (b) in which the provisions of the *Trust and Loan Companies Act* (Canada) and the Regulations thereunder would not, subject to compliance with prudent standards for investment contained therein, preclude a company (within the meaning of such Act) from investing its funds, other than money or assets held in trust by such company which do not constitute guaranteed trust money or assets held in respect thereof, subject to the obligation of the directors of the company to establish, and the obligation of the company to adhere to, investment and lending policies, standards and procedures that a reasonable and prudent person would apply in respect of a portfolio of investments and loans to avoid undue risk of loss and obtain a reasonable return;
- (c) in which the provisions of the *Cooperative Credit Associations Act* (Canada) would not, subject to compliance with the prudent standards for investment and lending contained therein, preclude an association (within the meaning of such Act) from making, provided that the investment by such association in the Notes is not inconsistent with the prudent investment policies, standards and procedures required to be established and adhered to by such association under such Act;
- (d) in which the provisions of the *Insurance Companies Act* (Canada) and the Regulations thereunder would not, subject to compliance with the prudent standards for investment contained therein, preclude a company (within the meaning of such Act) or a foreign company (within the meaning of such Act) from investing its assets, other than assets of a segregated fund maintained pursuant to such Act, provided that the investment by such company in the Notes is not inconsistent with the prudent investment and lending policies, standards and procedures that a reasonable and prudent person would apply in respect of a portfolio of investments and loans to avoid undue risk of loss and obtain a reasonable return and further provided that, with respect to a foreign company, such investment is also in compliance with the provisions contained in the trust deed by which it created the requisite trust;
- (e) in which the provision of Schedule III to the Pension Benefits Standards Regulations, 1985 made pursuant to the *Pension Benefits Standards Act, 1985* (Canada) would not, subject to compliance with the prudent standards for investment contained therein, preclude a pension plan registered under that

Act from investing its funds, provided that the investment in the Notes by the plan is not inconsistent with any statement of investment policies and procedures that has been established and filed by the administrator (as defined in such Act) of such plan;

- (f) in which the provisions of the *Pension Benefits Act* (Ontario) and the Regulation thereunder would not, subject to compliance with the prudent investment standards contained in such Act and Regulation thereunder, preclude the funds of a pension plan registered thereunder from being invested, provided that the administrator of such plan establishes and submits a statement of investment policies and procedures pursuant to the requirements of the *Pension Benefits Standards Regulations, 1985* made in accordance with the *Pension Benefits Standards Act, 1985* (Canada) as it read on December 31, 1999, and that such investment is specifically permitted and is in conformity with such statement of investment policies and procedures;
- (g) in which the *Loan and Trust Corporations Act* (Ontario) and the Regulation thereunder would not, subject to compliance with the prudent investment standards and the general investment provisions of such Act and the Regulation thereunder and any registration restrictions applicable to the registrant under such Act, preclude the funds received as deposits by provincial corporations (as defined in such Act) as a fiduciary from being invested, provided that such an investment is consistent with the investment and lending policies, standards and procedures approved by the board of directors of the registrant and filed by the registrant under such Act;
- (h) in which the *Trustee Act* (Ontario) would not, subject to compliance with prudent investment criteria and other considerations enumerated in that Act, preclude the trust property held by a trustee from being invested;
- (i) in which the provisions of the *Financial Institutions Act* (British Columbia) and the Regulations thereunder (collectively, the “**FIA**”) would not, subject to compliance with the prudent standards in making investment and lending decisions and the general investment provisions of the FIA preclude a financial institution (as defined in the FIA) regulated under the FIA from making, provided that the investment by such financial institution in the Notes is consistent with the written investment and lending policy adopted by such financial institution in accordance with the FIA and such investment would not result in the financial institution, or any of its subsidiaries, or any combination of the financial institution and its subsidiaries, acquiring, holding or controlling, whether directly or indirectly, more than a 10% interest in the Company;
- (j) in which the provisions of the *Loan and Trust Corporations Act* (Alberta) and the Regulations thereunder would not, subject to compliance with the prudent standards for investment contained therein, the satisfaction of any requirements related to investment or lending policies or goals and, if required, the filing of such policies or goals, preclude a loan corporation or a

- trust corporation registered or continued under such Act from investing the funds which it receives as deposits;
- (k) in which the provisions of the *Alberta Heritage Savings Trust Fund Act* and the Regulations thereunder would not, subject to compliance with the investment and lending policies, standards and procedures that a reasonable and prudent person would apply in respect of a portfolio of investments to avoid undue risk of loss and obtain a reasonable return that will enable the endowment portfolio and the transition portfolio that comprise the Alberta Heritage Savings Trust Fund (the “**Fund**”) to meet their respective prescribed objectives, preclude the Fund from investing the assets of the Fund;
 - (l) in which the provisions of the *Employment Pension Plans Act* (Alberta) and the Employment Pension Plans Regulation (the “**Regulation**”) thereunder would not preclude the administrator (as defined in the Act) of a pension plan from investing the assets of that pension plan, provided that such investment is made in accordance with (i) Schedule III to the Pension Benefits Standards Regulations, 1985 (made pursuant to the *Pension Benefits Standards Act 1985* (Canada), (ii) the investment policies and procedures in respect of a pension plan’s portfolio of investments and loans established by the administrator of that pension plan pursuant to the Regulation, and (iii) the fiduciary obligations owed by the administrator as a result of the administrator acting in a fiduciary capacity in relation to members, former members and others entitled to benefits under the plan;
 - (m) in which the provisions of the *Insurance Act* (Alberta) and the Regulations thereunder would not, subject to compliance with the prudent investment standards described therein for a provincial company (as defined in that Act) making investment decisions and in managing its total investments, and the policies and procedures established by the board of directors of a provincial company in that regard, preclude a provincial company from investing;
 - (n) in which the provisions of *The Insurance Act* (Manitoba) would not preclude an insurer (as defined in such Act) incorporated and licensed under the laws of the Province of Manitoba from investing its surplus funds and reserve pursuant to the prudent investment policies, standards and procedures applicable to a company which has obtained an order under Section 53 of the *Insurance Companies Act* (Canada);
 - (o) in which the provisions of *The Pension Benefits Act* (Manitoba) and the regulations thereunder would not preclude a pension plan governed by the said Act from investing its funds, pursuant to Subsection 16(2) of the regulations to the said Act, which Subsection incorporates by reference the provisions of Sections 6 to 7.2 and Schedule III of the *Pension Benefits Standards Regulations, 1985* (Canada);
 - (p) in which *The Trustee Act* (Manitoba) states that a trustee whose investment powers are governed by such Act may, subject to any express provision of

the law or of the will or other instrument creating the trust or defining the duties and powers of the trustee, invest any trust money if, subject to any express provision of the will or other instrument creating the trust, in making the investment, the trustee exercises the judgement and care that a person of prudence, discretion and intelligence would exercise in administering the property of others;

- (q) in which the provisions of *An Act respecting insurance* (Québec) would not preclude an insurer (as defined under such Act) governed thereby (other than a guarantee fund) from investing, subject to compliance with the prudent investment standards of such Act and provided that such investment is in conformity with the insurer's investment policy established pursuant to such Act and approved by its board of directors;
- (r) in which the provisions of the *Supplemental Pension Plans Act* (Québec) and the Regulations thereunder would not, subject to compliance with the prudent standards for investment contained therein, preclude the assets of a pension plan registered pursuant thereto, in respect of which a written investment policy conforming to such Act has been adopted, from being invested; provided, however, that such investment, if selected by the pension committee of such plan or a delegatee thereof, is made in conformity with a category of investments specifically permitted in the investment policy for such plan applicable at the date of original issue of the Notes;
- (s) in which the provisions of *An Act respecting trust companies and savings companies* (Québec) would not preclude a trust or savings company in each case as defined under such Act (other than a trust company with respect to funds (except deposits) which it administers for other persons, unless otherwise provided in the instrument creating the administration) from making, subject to compliance with the prudent investment standards contained in such Act applicable to a Québec company, including the adoption of and adherence to an investment policy approved by its board of directors;
- (t) in which the provisions of the *Pension Benefits Act* (New Brunswick) and the regulations thereunder would not, subject to compliance with the prudent investment standards contained therein, preclude the funds of a pension plan registered under such Act from being invested, provided that such plan has established and adopted a written statement of investment policies and procedures in respect of the plan's portfolio of investments and loans in accordance with the provisions of such Act and the investment by such plan in the Notes is permissible under, and complies with, such statement;
- (u) in which provisions of the *Trustees Act* (New Brunswick) would not preclude a trustee from making an investment, unless such trustee is otherwise directed by the will or other instrument creating the trust or defining his powers and duties; provided that in so doing he exercises the judgement and

care that a man of prudence, discretion and intelligence would exercise as a trustee of the property of others;

- (v) in which the provisions of the *Pension Benefits Act* (Nova Scotia) and the regulations thereunder would not, subject to compliance with the prudent investment standards contained therein, preclude the funds of a pension plan registered under such Act from being invested, provided that such plan has established and adopted a written statement of investment policies and procedures in respect of the plan's portfolio of investments and loans in accordance with the provisions of such Act and the investment by such plan in the Notes is permissible under, and complies with, such statement;
 - (w) in which the provisions of the *Trustee Act* (Nova Scotia) would not preclude a trustee from making an investment unless such trustee is otherwise directed by the will or other instrument creating the trust or defining his powers and duties; provided that in so doing he exercises the judgment and care that a man of prudence, discretion and intelligence would exercise as a trustee of the property of others; and
 - (x) in which the provisions of the *Pension Benefits Act 1997* (Newfoundland and Labrador) and the regulations thereunder would not preclude the funds of a pension plan registered under such Act from being invested, provided that such plan has established and adopted a written statement of investment policies and procedures in respect of the plan's portfolio of investments and loans in accordance with the provisions of such Act and the investment by such plan in the Notes is permissible under, and complies with, such statement.
10. The Notes, if issued on the date hereof, will not constitute "foreign property" for the purpose of Part XI of the *Income Tax Act* (Canada). No opinion is given with respect to the status of the Notes as qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans or deferred profit sharing plans.

Our opinion with respect to enforceability in paragraph 5 above is subject to:

- (i) applicable bankruptcy, insolvency, arrangement, moratorium and other similar laws of general application affecting creditors' rights; and
- (ii) the discretion that a court may exercise in the granting of equitable remedies.

This opinion is based solely for the benefit of the persons to whom it is addressed and may not be relied upon by any other person and is provided solely in connection with the transaction to which it relates. It may not be quoted, in whole or in part, or otherwise referred to or used for any other purpose.

Yours very truly,

ANDREWS & KURTH
MAYOR, DAY, CALDWELL & KEETON

AUSTIN
DALLAS
LONDON
LOS ANGELES
NEW YORK
THE WOODLANDS
WASHINGTON, D.C.

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March 18, 2002

Sysco International, Co.
c/o Sysco Corporation
1390 Enclave Parkway
Houston, Texas 77077

Stikeman Elliott
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ladies and Gentlemen:

We have acted as special counsel to SYSCO Corporation, a Delaware corporation (the “**Guarantor**”), in connection with its guarantee (the “**Guarantee**”) of the short-term promissory notes (collectively, the “**Notes**” and individually, a “**Note**”) to be issued and sold by the Guarantor’s subsidiary, Sysco International, Co. (the “**Issuer**”), in an aggregate principal amount not exceeding Canadian \$500,000,000 or the equivalent thereof in United States dollars, each having a maturity date of not more than 183 days from its issuance date and a denomination of not less than \$100,000 in lawful money of Canada or of the United States, as more particularly described in the Issuer’s Information Memorandum, dated March 18, 2002 relating to the Notes (the “**Information Memorandum**”).

The opinions expressed herein are limited to the laws of the State of Texas, the General Corporation Law of the State of Delaware and the laws of the United States of America.

In such capacity and in connection with this opinion, we have examined the following:

- (A) the form of the Note and the form of the guarantee which is to appear on the reverse side of the Note (the “**Guarantee**”) (each as set forth in the Information Memorandum);

(B) Certificate of Good Standing, dated March 11, 2002, issued by the Secretary of State of the State of Delaware as to the good standing of the Guarantor in the State of Delaware (the “**Good Standing Certificate**”); and

(C) Certificate of Kent R. Berke, Assistant Vice President, Associate General Counsel and Assistant Secretary of the Guarantor dated the date hereof (the “**Guarantor Certificate**”).

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of corporate and public officials and such other documents and instruments as we have deemed necessary for the purposes of rendering the opinions set forth herein. In all such examinations, we have assumed (i) the legal capacity of all individuals, (ii) the genuineness of all signatures on, and the authenticity and completeness of, all documents submitted to us as originals, (iii) the conformity to the originals of all documents submitted to us as true certified, conformed, facsimile or photostatic copies thereof and the genuineness of all signatures thereon and the authenticity and completeness of the originals of such copies, (iv) that no fraud exists involving matters relevant to these opinions and (v) that the Notes and the Guarantee contain the complete understanding of the parties concerning the subject matter thereof and have been no oral or written agreements or course of dealing or conduct that modify or amend the terms of the Notes and the Guarantee. Moreover we have relied on certificates and statements of public officials in rendering the opinions below, and we have made no independent verification of the matters covered by such certificates and statements.

For the purpose of rendering our opinions, we also have assumed the following since we have not represented the Issuer in connection with the issuance of the Notes or otherwise:

(i) that the Issuer is a corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of organization; that it has the requisite power and authority to enter into, execute, deliver and perform its obligations under the Notes in its capacity thereunder; and the due authorization, execution and delivery by the Issuer of the Notes;

(ii) that funds have been and will be advanced in exchange for the Notes as described in the Information Memorandum and that the proceeds of the Notes will be used for the purposes contemplated in the Information Memorandum;

(iii) that nothing contained in any existing document or instrument other than the Notes and the Guarantee, executed in favor of, or provided to, and any person, entity or group (“**Person**”) in connection with the Notes and the Guarantee, would render any of the opinions or other statements expressed herein inaccurate in any respect and that there are no existing, prior or other

loans or other credit arrangements of the Issuer or the Guarantor that would affect the opinions or other statements expressed herein; and

(iv) that to the extent that the laws of any other jurisdictions may govern the Notes and the Guarantee, such documents are legal, valid, binding and enforceable against all of the parties thereto under all such laws, and are not violative of any fundamental or public policy of any such jurisdiction, and that the applicability of any such laws would not render any of the opinions or other statements expressed herein inaccurate in any respect.

In giving our opinions in paragraph 2 below, we have relied, without independent investigation or verification, upon information provided in the Guarantor Certificate with respect to certain factual matters, including the adoption of authorizing resolutions and corporate power and authority, and we believe that our reliance is reasonable. Accordingly, this opinion may be relied upon in connection with Notes purchased after the date of this opinion only if there has been no change in the information contained in such officer's certificate insofar as such information affects the subject matter of this opinion. We shall be under no obligation to advise you of any such change(s). We understand that the reliance, limitations and assumptions expressed in this and the preceding paragraphs and the additional qualifications set forth following our opinions are satisfactory to you.

Based upon the foregoing and upon such investigations of law as we have deemed appropriate and subject to the limitations, qualifications, assumptions and other statements contained in this letter, we are of the opinion that:

1. Based solely on the Good Standing Certificate, the Guarantor is a corporation validly existing and in good standing under the laws of the State of Delaware.
2. The Guarantor has all necessary corporate power and authority to guarantee the payment of the principal of and interest, if any, on the Notes and the execution and delivery of the Guarantee has been duly authorized by all necessary corporate action of the Guarantor.
3. Upon the execution and delivery of a Guarantee by any one of the President, any Executive Vice President, Vice President or Assistant Vice President, the General Counsel or Associate General Counsel and the Treasurer or any Assistant Treasurer of the Guarantor, such Guarantee will have been duly executed by a duly authorized officer of the Guarantor.

The opinions expressed in this letter are provided as legal opinions only and not as any guaranties or warranties of the matters discussed herein. With the consent of the Guarantor, we have furnished this opinion at your request for your sole benefit, and no

other person shall be entitled to rely on this opinion without our express written consent. Our opinion is strictly limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein. The opinions expressed herein are rendered as of the date hereof and we assume no, and hereby disclaim any, responsibility to supplement this opinion or to advise any Person with respect to any matters occurring subsequent to the date of this letter.

Very truly yours,

ANDREWS & KURTH,
MAYOR, DAY, CALDWELL & KEETON
L.L.P.

**“BOOK ENTRY ONLY” FORM
FORMULAIRE «D’INSCRIPTION EN COMPTE SEULEMENT»**

SYSCO INTERNATIONAL, CO.

Note No.
Billet no.

Discount/Interest Bearing
À escompte/portant intérêt

**PROMISSORY NOTE
BILLET**

**Unconditionally Guaranteed by
*Cautionné inconditionnellement par***

SYSCO CORPORATION

Issue Date
Date d’émission

Due Date
Date d’échéance

This is a depository note subject to the *Depository Bills and Notes Act (Canada)*.
Ce billet de dépôt est régi par la Loi sur les lettres et les billets de dépôt (Canada).

SYSCO INTERNATIONAL, CO., for value received, hereby promises to pay to or to the order of
SYSCO INTERNATIONAL, CO., contre valeur reçue, promet par les présentes de payer à ou à l’ordre de

on the Due Date the sum of _____ dollars
à la date d’échéance la somme de _____ dollars

plus interest thereon at _____ per cent per annum
avec intérêt au taux de _____ pour cent par année

payable in lawful money of _____ on presentation and surrender of this Promissory Note
payable en monnaie légale _____ sur présentation et remise du présent billet

to the main branch of The Toronto-Dominion Bank in Toronto
à la succursale principale de la Banque Toronto-Dominion à Toronto

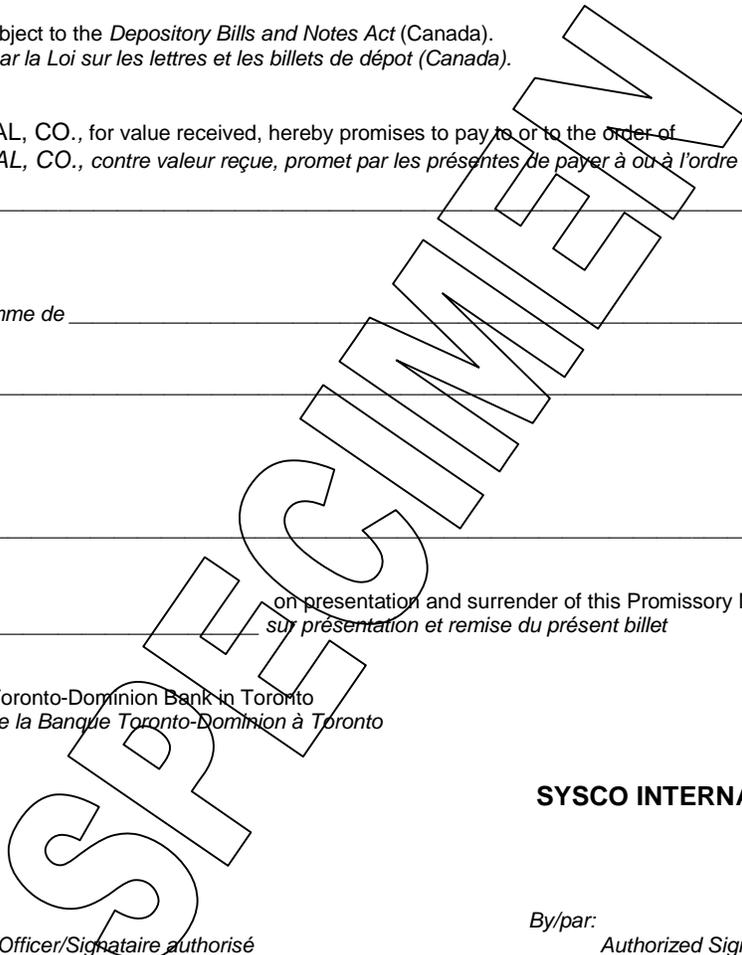
SYSCO INTERNATIONAL, CO.

Authenticated by:
Authentifié par:

By/par:
Authorized Signing Officer/Signataire autorisé

By/par:
Authorized Signing Officer/Signataire autorisé

This promissory note shall become valid only when manually authenticated
Le présent billet n’est valide que s’il est authentifié manuellement



UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE CANADIAN DEPOSITORY FOR SECURITIES LIMITED ("CDS") FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS AN INTEREST HEREIN.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). NEITHER THIS NOTE NOR ANY PORTION HEREOF MAY BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO ANY U.S. PERSON (AS EACH SUCH TERM IS DEFINED IN REGULATIONS UNDER THE U.S. SECURITIES ACT). THIS NOTE WILL NOT BE SOLD OUTSIDE OF CANADA OR TO ANY PERSON WHO IS NOT RESIDENT IN CANADA (FOR PURPOSES OF THE INCOME TAX ACT (CANADA)) OR TO ANY PERSON PURCHASING FOR RESALE TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSON WHO IS NOT RESIDENT IN CANADA. BY ACCEPTING THIS NOTE, THE HOLDER REPRESENTS AND WARRANTS THAT IT (I) IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER; (II) IS NOT HOLDING SUCH NOTE FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER); AND (III) IS NOT A PERSON NOT RESIDENT IN CANADA (FOR PURPOSES OF THE INCOME TAX ACT (CANADA)) AND IS NOT PURCHASING FOR RESALE TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSON WHO IS NOT RESIDENT IN CANADA.

GUARANTEE

FOR VALUE RECEIVED, **SYSCO Corporation**, a Delaware corporation (the "**Guarantor**"), hereby irrevocably and unconditionally guarantees payment of the face amount of the foregoing promissory note ("**Note**") issued by **SYSCO International Co. ("SIC")** as issuer, when, where and as the same shall become due and payable without any requirement that the holder first proceed against SIC.

The Guarantor waives notice of acceptance of this guarantee and notice of non-payment of the Note. The unconditional obligation of the Guarantor hereunder will not be affected, impaired or released by any extension of time for payment of the Note or by any other matter or thing whatsoever which would otherwise release a guarantor.

This promissory note and guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The date of this guarantee is the date of the Note.

IN WITNESS WHEREOF, **SYSCO CORPORATION** has caused this guarantee to be duly executed on its behalf.

SYSCO CORPORATION

By/Par:

Authorized Signing Officer – Signataire autorisé

À MOINS QUE LE PRÉSENT CERTIFICAT NE SOIT PRÉSENTÉ PAR UN REPRÉSENTANT AUTORISÉ DE LA CAISSE CANADIENNE DE DÉPÔT DE VALEURS LIMITÉE (LA CDS) AUX FINS DE L'INSCRIPTION D'UN TRANSFERT, D'UN ÉCHANGE OU D'UN PAIEMENT, ET QU'UN CERTIFICAT ÉMIS À CET ÉGARD NE SOIT IMMATRICULÉ AU NOM DE CDS & CO. OU À UN AUTRE NOM DEMANDÉ PAR UN REPRÉSENTANT AUTORISÉ DE LA CDS (ET QU'UN PAIEMENT SOIT EFFECTUÉ À CDS & CO. OU À UNE AUTRE ENTITÉ DEMANDÉE PAR UN REPRÉSENTANT AUTORISÉ DE LA CDS), TOUT TRANSFERT, GAGE OU AUTRE EMPLOI DU PRÉSENT BILLET EFFECTUÉ À TITRE ONÉREUX OU AUTREMENT PAR UNE PERSONNE OU À SON INTENTION EST ILLICITE PUISQUE LE PORTEUR INSCRIT DU PRÉSENT BILLET, CDS & CO., A UN INTÉRÊT DANS CELUI-CI.

LE PRÉSENT BILLET N'A PAS ÉTÉ ENREGISTRÉ AUX TERMES DE LA *SECURITIES ACT OF 1933* DES ÉTATS-UNIS, EN SA VERSION MODIFIÉE (LA *SECURITIES ACT DES ÉTATS-UNIS*). LE PRÉSENT BILLET NE PEUT, NI EN TOTALITÉ NI EN PARTIE, ÊTRE OFFERT OU VENDU AUX ÉTATS-UNIS OU À DES PERSONNES DES ÉTATS-UNIS (AU SENS DU *REGULATIONS* PRIS EN APPLICATION DE LA *SECURITIES ACT DES ÉTATS-UNIS*). LE PRÉSENT BILLET NE DOIT PAS ÊTRE VENDU À L'EXTÉRIEUR DU CANADA, À UN NON-RÉSIDENT DU CANADA (POUR L'APPLICATION DE LA *LOI DE L'IMPÔT SUR LE REVENU (CANADA)*) OU À UNE PERSONNE QUI L'ACHÈTE À DES FINS DE REVENTE À UN NON-RÉSIDENT DU CANADA, POUR LE COMPTE OU AU PROFIT DE CELUI-CI. EN ACCEPTANT LE PRÉSENT BILLET, LE PORTEUR DÉCLARE ET GARANTIT (I) QU'IL N'EST PAS UNE PERSONNE DES ÉTATS-UNIS (AUTRE QU'UN BÉNÉFICIAIRE EXONÉRÉ (*EXEMPT RECIPIENT*) AU SENS DU SOUS-ALINÉA 6049(b)(4) DU *INTERNAL REVENUE CODE* ET DE SON RÉGLEMENT D'APPLICATION), (II) QU'IL NE DÉTIENT PAS CE BILLET POUR LE COMPTE D'UNE PERSONNE DES ÉTATS-UNIS (AUTRE QU'UN BÉNÉFICIAIRE EXONÉRÉ (*EXEMPT RECIPIENT*) AU SENS DU SOUS-ALINÉA 6049(b)(4) DE L'*INTERNAL REVENUE CODE* ET DE SON RÉGLEMENT D'APPLICATION) ET (III) QU'IL N'EST PAS UN NON-RÉSIDENT DU CANADA (POUR L'APPLICATION DE LA *LOI DE L'IMPÔT SUR LE REVENU (CANADA)*) ET N'ACHÈTE PAS À DES FINS DE REVENTE À UN NON-RÉSIDENT DU CANADA NI POUR LE COMPTE OU AU PROFIT DE CELUI-CI.

CAUTIONNEMENT

CONTRE VALEUR REÇUE, **SYSCO Corporation**, société du Delaware (la "**caution**") cautionne irrévocablement et inconditionnellement, par les présentes, le paiement de la valeur nominale du billet qui suit (le "**billet**") émis par **SYSCO International Co. (SIC)** en qualité d'émetteur, à l'échéance, sans que le porteur ne soit tenu d'intenter un recours contre SIC.

La caution renonce à l'avis d'acceptation du présent cautionnement et à l'avis de non-paiement du billet. La prolongation du délai de paiement du billet et les autres éléments quels qu'ils soient qui libéreraient par ailleurs une caution n'ont aucun effet sur l'obligation inconditionnelle de la caution et ne libèrent pas celle-ci.

Le présent billet et le cautionnement sont régis et interprétés conformément aux lois de l'Ontario et aux lois du Canada qui s'y appliquent.

Le présent cautionnement porte la même date que le billet.

EN FOI DE QUOI, **SYSCO CORPORATION** a fait dûment signer le présent cautionnement pour son compte.