

UNITED STATES BANKRUPTCY COURT For the District of Delaware	PROOF OF CLAIM
In re <u>Fleming Companies, INC., et al.</u>	Case Number <u>03-10945 (MFW)</u>

NOTICE This claim should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

REC'D JUN 12 2003

884-5694 (952)

Creditor Name (Person or entity debtor owes) Leastemaster, Inc

Address Line 1 9635 Humboldt Ave S

Address Line 2 _____

Address Line 3 _____

City Bloomington, MN 55431

ST ZIP _____

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

310 / 368 / 438

1 BASIS FOR CLAIM

Goods sold Personal injury/wrongful death

Services performed Taxes

Money loaned 3 - Leases
 leased equipment (Other (Describe Briefly))

Retiree benefits as defined in 11 U.S.C. § 1114(a)

Wages, salaries, and compensation (Fill out below)

Your social security No _____

Unpaid compensation for services performed from _____ to _____ (date) (date)

2 Date Debt Incurred (MMDDYY)

03	03	02
01	23	03
06		07

3 If Court Judgment, Date Obtained

--	--	--	--	--	--

4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. If possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT THE TIME CASE FILED

SECURED CLAIM
 Attach evidence of perfection of security interest.
 Brief Description of Collateral:

Real Estate Motor Vehicle Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____

UNSECURED PRIORITY CLAIM - Specify the priority of the claim.

Wages, salaries or commissions (up to \$4,650) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 U.S.C. § 507(a)(3)

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)

Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)

Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7)

Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____

UNSECURED NONPRIORITY CLAIM
 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

5 AMOUNT OF CLAIM AT TIME CASE FILED

431678 (Secured) _____ (Unsecured Nonpriority) _____ (Unsecured Priority)

Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim claimant has deducted all amounts that claimant owes to debtor.

7 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments or evidence of security interests. If the documents are not available, explain. If the documents are voluminous attach a summary.

8 TIME STAMPED COPY To receive an acknowledgment of the filing of your claim, enclosed a stamped, self-addressed envelope and copy of this proof of claim.

Date: 5/28/03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Condi Jenkins VP

Penalty for presenting fraudulent claims: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571

THIS SPACE IS FOR COURT USE ONLY

[Vertical stamp: RECEIVED, JUN 11 2003, DISTRICT OF DELAWARE]

Fleming Companies Claim

 00920

Dear Customer We've written this Equipment Lease in simple and easy to read language because we want you to understand its terms Please read your agreement carefully and feel free to ask us any questions you may have about it We use the words you and your to mean the Lessee indicated below The words we, us and our refer to the Lessor indicated below

Form with fields for Lessor Name (Leasemaster), Address (9635 Humboldt Avenue South), City (Bloomington), County (Hennepin), State (Minnesota), Zip code (55431), Phone (952-884-5694), Lessee Name (Fleming), Address (1945 Lakepointe Drive), City (Lewisville), County, State (Texas), Zip code (75057), Supplier Name (Wagers Business Systems), Street (1955 University Avenue), City (St Paul), State (MN), Zip code (55104), Attention (Jay Rodger)

1 Lease Agreement We agree to lease to you and you agree to lease from us the equipment listed below You promise to pay us the lease payments shown below according to the payment schedule shown below

Table with 5 columns: Quantity, Description of Leased Equipment, Make & Type, Model Number, Serial Number. Row 1: See Addendum A

2 Term and payment schedule

Number of Months: 36, Amount of Payment: \$77/mo per machinex24machines=\$1848, Payments are due monthly, beginning 03-01-02 and continuing on the same day of each following month until fully paid

Your payments shown above do not include any applicable tax If any taxes are due, you agree to pay the tax in addition to your monthly payments You also agree to pay at the time you sign this Lease Program #1 - A security deposit of \$ 0 which will be refunded upon expiration of the Lease if you have fulfilled all terms and conditions of the Lease, or Program #2 first and last \$ 0 monthly payment(s)

You agree to all the terms and conditions shown above and on the reverse side of this Lease, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance You agree that this Lease cannot be terminated except as provided for in this Lease You also agree that the equipment will not be used for personal, family or household purposes You acknowledge receipt of a copy of this Lease

This lease may not be terminated early

Accepted on _____

Dated 3/1/02

Leasemaster (Lessor)

Fleming (Lessee)

By _____

By [Signature]

Guaranty

its (if corporation give official title If owner or partner state which)

In the guaranty, I means the person making the guaranty, and you means the Lessor indicated above

I guarantee that the Lessee/Customer will make all payments and pay all the other charges required under the lease/rental agreement when they are due and will perform all other obligations under the lease/rental agreement fully and promptly I also agree that you may make other arrangements with the Lessee/Customer and I will still be responsible for those payments and other obligations You do not have to notify me if the Lessee/Customer is in default If Lessee/Customer defaults, I will immediately pay in accordance with the default provisions of the lease/rental agreement all sums due under the original terms of the lease/rental agreement and will perform all other obligations of Lessee/Customer under the lease/rental agreement I will reimburse you for all the expenses you incur in enforcing any of your rights against the Lessee/Customer or me, including attorney's fees If this is a corporate guaranty, it is authorized by the Board of Directors the guaranteeing corporation

Dated _____

Corporate Guaranty

FLEMING, INC, dba Rainbow Foods Name of Corporation

Personal Guaranty

[Signature] 3/1/02 Guarantor's Signature

[Signature] VP OF OPERATIONS/SERVICES Title

[Signature] Type Name

Address

Addendum A

<u>Location</u>	<u>Equipment</u>	<u>Serial #</u>	
551 87 th Lane NE Blaine, MN	2060 ADF Stand Copy Controller	CSK120879 FI171912	✓
1104 Lagoon Ave Minneapolis, MN	2060 ADF Stand Copy Controller	CSK120871 FI171984	✓
8020 Brooklyn Blvd Brooklyn Park, MN	2060 ADF Stand Copy Controller	CSK120881 FI171909	✓
2919 26 th Ave S Minneapolis, MN	2060 ADF Stand Copy Controller	CSK120856 FI172000	✓
4300 Central Ave NE Columbia Heights, M	2060 ADF Stand Copy Controller	CSK120849 FI171982	✓
12493 Central Ave NE Blaine, MN	2060 ADF Stand Copy Controller	CSK120883 FI171911	✓
970 Prairie CTR Dr Eden Prairie, MN	2060 ADF Stand Copy Controller	CSK120886 FI171999	✓

1201 W Larpenteur A 2060
Roseville, MN ADF
Stand
Copy Controller

CSK120885 ✓
FI171913

8950 HWY 7 2060
St. Louis Park, MN ADF
Stand
Copy Controller

CSK121016 ✓
FI171943

3505 W Broadway 2060
Robbinsdale, MN ADF
Stand
Copy Controller

CSK120878 ✓
FI171940

15125 Cedar Ave 2060
Apple Valley, MN ADF
Stand
Copy Controller

CSK121012 ✓
FI172001

7050 Valley Creek Pla 2060
Woodbury, MN ADF
Stand
Copy Controller

CSK121086 ✓
FI171985

430 2nd Ave NW 2060
Faribault, MN ADF
Stand
Copy Controller

CSK120884 ✓
FI171471

3960 E Frontage Rd 2060
Rochester, MN ADF
Stand
Copy Controller

CSK120839 ✓
FI171941

1201 S Broadway 2060
Rochester, MN ADF
Stand
Copy Controller

CSK120841 ✓
FI171942

1660 S Robert St. W St. Paul, MN	2060 ADF Stand Copy Controller	CSK120837 ✓ FI171939
1619 W Main St Albert Lea, MN	2060 ADF Stand Copy Controller	CSK120853 ✓ FI172000
441 HWY 96 Shoreview, MN	2060 ADF Stand Copy Controller	CSK120877 ✓ FI171908
1276 Town Centre Dr Eagan, MN	2060 ADF Stand Copy Controller	CSK120845 ✓ FI171995
2501 White Bear Ave Maplewood, MN	2060 ADF Stand Copy Controller	CSK121013 ✓ FI171981
1566 University Ave St Paul, MN	2060 ADF Stand Copy Controller	CSK120851 ✓ FI171980
892 Arcade St St Paul, MN	2060 ADF Stand Copy Controller	CSK120850 ✓ FI171983
1643 CTY RD B2 Roseville, MN	2060 ADF Stand Copy Controller	CSK121014 ✓ FI171910

10200 6th Ave N
Plymouth, MN

2060
ADF
Stand
Copy Controller

CSK120846
FI171938

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER [optional]
B SEND ACKNOWLEDGMENT TO (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (1a or 1b) do not abbreviate or combine names

1a ORGANIZATION'S NAME Rainbow Foods
1b INDIVIDUAL'S LAST NAME
1c MAILING ADDRESS 800 Excelsior Blvd Hopkins MN 55343 Hennepin
1d TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e TYPE OF ORGANIZATION Corporation 1f JURISDICTION OF ORGANIZATION Minnesota 1g ORGANIZATIONAL ID # if any 99332 NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (2a or 2b) do not abbreviate or combine names

2a ORGANIZATION'S NAME
2b INDIVIDUAL'S LAST NAME
2c MAILING ADDRESS
2d TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e TYPE OF ORGANIZATION 2f JURISDICTION OF ORGANIZATION 2g ORGANIZATIONAL ID # if any NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME Leasemaster
3b INDIVIDUAL'S LAST NAME
3c MAILING ADDRESS 9635 Humboldt Ave South Bloomington MN 55431 Hennepin

4 This FINANCING STATEMENT covers the following collateral

See Addendum

5 ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING
6 This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2
8 OPTIONAL FILER REFERENCE DATA

Dear Customer We've written this Equipment Lease in simple and easy to read language because we want you to understand its terms Please read your agreement carefully and feel free to ask us any questions you may have about it We use the words you find in your to mean the Lessee indicated below The words we, us and our refer to the Lessor indicated below

Lessor Name LeaseMaster Address 9635 Humboldt Avenue South Bloomington County Hennepin State Minnesota Zip code 55431 Phone 612-884-5694

Lessee Name Rainbow Foods Address 8000 Excelsior Blvd Hopkins County State Minnesota Zip code 55343

Supplier Name Street State Zip code Attention

Lease Agreement We agree to lease to you and you agree to lease from us the equipment listed below You promise to pay us the lease payments shown below according to the payment schedule shown below

Table with 5 columns: Quantity, Description of Leased Equipment, Make & Type, Model Number, Serial Number. Row 1: Printer, HP8150N, C4266A, SUSBC015291

Term and payment schedule Number of Months 36 Amount of Payments \$125.00 x 8.13 = 133.13 Payments are due monthly, beginning and continuing on the same day of each following month until fully paid

The payments shown above do not include any applicable tax If any taxes are due, you agree to pay the tax in addition to your monthly payments You also agree to pay at the time you sign this Lease

Program #1 - a security deposit of \$ which will be refunded upon expiration of the Lease if you have fulfilled all terms and conditions of the Lease, or Program #2 first and last monthly payment(s)

I agree to all the terms and conditions shown above and on the reverse side of this Lease, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance You agree that this Lease cannot be terminated except as provided for in this Lease You also agree that the equipment will not be used for personal, family or household purposes You acknowledge receipt of a copy of this Lease

This lease may not be terminated early Accepted on 6/13

Dated 6/13/2001

LeaseMaster (Lessor) By [Signature]

Rainbow Foods (Lessee) By Charles L. Dyer

Guaranty (If corporation give official title If owner or partner state which)

In the guaranty, I means the person making the guaranty, and you means the Lessor indicated above

I guarantee that the Lessee/Customer will make all payments and pay all the other charges required under the lease/rental agreement when they are due and will perform all other obligations under the lease/rental agreement fully and promptly I also agree that you may make other arrangements with the Lessee/Customer and I will still be responsible for those payments and other obligations You do not have to notify me if the Lessee/Customer is in default If Lessee/Customer defaults, I will immediately pay in accordance with the default provisions of the lease/rental agreement all sums due under the original terms of the lease/rental agreement and will perform all other obligations of Lessee/Customer under the lease/rental agreement I will reimburse you for all the expenses you incur in enforcing any of your rights against the Lessee/Customer or me, including attorney's fees If this is a corporate guaranty, it is authorized by the Board of Directors the guaranteeing corporation

Dated Corporate Guaranty

Personal Guaranty

Name of Corporation

Guarantor's Signature

Signature

Type Name

Title

Address



STATE OF MINNESOTA UCC-1 FINANCING STATEMENT

For
Filing
Officer

This statement is presented for filing pursuant to *Minnesota Uniform Commercial Code Minnesota Statutes Chapter 336 9-402*
(Type in Black Ink)

1 Individual Debtor - Last Name		First Name		Middle I	
Social Security #		Mailing Address			
City		State	Zip Code		
2 Individual Debtor - Last Name		First Name		Middle I	
Social Security #		Mailing Address			
City		State	Zip Code		
3 Business Debtor - Name Rainbow Foods					
Fed ID # 48-0222760		Mailing Address 8000 Excelsior Blvd			
City Hopkins		State MN	Zip Code 55343		
4 Secured Party Name LeaseMaster			5 Assignee of Secured Party		
Mailing Address 9635 Humboldt Avenue South			Mailing Address		
City Bloomington	State MN	Zip Code 55431	City	State	Zip Code

6 This financing statement covers the following types or items of property (If crops are covered describe the real estate and list the name of record owner)

1 HP8150N Printer Model C4266A Serial # SUSBC015291

Debtor is a transmitting utility
as defined by Minnesota Statutes Chapter 336 9-105

RETURN ACKNOWLEDGEMENT COPY TO (name and address)

Charles L. Over

Debtor's Signature
(Required in Most Cases see instructions)

[Signature]

Debtor's Signature
Secured Party's Signature

Dear Customer We've written this Equipment Lease in simple and easy to read language because we want you to understand its terms Please read your agreement carefully and feel free to ask us any questions you may have about it We use the words you and your to mean the Lessee indicated below The words we, us and our refer to the Lessor indicated below

Lessor Name Leasemaster		Address 9635 Humboldt Avenue South		
City Bloomington	County Hennepin	State Minnesota	Zip code 55431	Phone 952-884-5694
Lessee Name Rainbow Foods		Address 1566 University Ave		
City St Paul	County Ramsey	State Minnesota	Zip code 55104	
Supplier Name		Street		
City	State	Zip code	Attention	

1 Lease Agreement We agree to lease to you and you agree to lease from us the equipment listed below You promise to pay us the lease payments shown below according to the payment schedule shown below

Quantity	Description of Leased Equipment	Make & Type	Model Number	Serial Number
1	Copier	Toshiba	BD2860	
1	ADF	Toshiba	MR2008	

2 Term and payment schedule

Number of Months 36	Amount of Payment \$77 00 + \$5 39 (sales tax)= \$82 39	Payments are due monthly beginning ___ and continuing on the same day of each following month until fully paid
-------------------------------	---	--

Your payments shown above do not include any applicable tax If any taxes are due, you agree to pay the tax in addition to your monthly payments You also agree to pay at the time you sign this Lease
 Program #1 - A security deposit of \$ 0 which will be refunded upon expiration of the Lease if you have fulfilled all terms and conditions of the Lease or
 Program #2 first and last monthly payment(s)

You agree to all the terms and conditions shown above and on the reverse side of this Lease, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance You agree that this Lease cannot be terminated except as provided for in this Lease You also agree that the equipment will not be used for personal family or household purposes You acknowledge receipt of a copy of this Lease

This lease may not be terminated early
 Accepted on 1/20/03 Dated 1/20/03

Leasemaster (lessor) By [Signature]
 Rainbow Foods (lessee) By [Signature]

Guaranty Its (If corporation give official title If owner or partner state which)

In the guaranty I means the person making the guaranty and you means the Lessor indicated above

I guarantee that the Lessee/Customer will make all payments and pay all the other charges required under the lease/rental agreement when they are due and will perform all other obligations under the lease/rental agreement fully and promptly I also agree that you may make other arrangements with the Lessee/Customer and I will still be responsible for those payments and other obligations You do not have to notify me if the Lessee/Customer is in default If Lessee/Customer defaults I will immediately pay in accordance with the default provisions of the lease/rental agreement all sums due under the original terms of the lease/rental agreement and will perform all other obligations of the Lessee/Customer under the lease/rental agreement I will reimburse you for all the expenses you incur in enforcing any of your rights against the Lessee/Customer or me including attorney's fees If this is a corporate guaranty it is authorized by the Board of Directors the guaranteeing corporation

Dated _____

Corporate Guaranty	Personal Guaranty
Name of Corporation _____	Guarantor's Signature _____
Signature _____	Type Name _____
Title _____	Address _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER [optional]

B SEND ACKNOWLEDGMENT TO (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (1a or 1b) do not abbreviate or combine names

1a ORGANIZATION'S NAME Rainbow Foods					
OR	1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS 1566 University Ave		CITY St Paul	STATE MN	POSTAL CODE 55104	COUNTRY Ramsey
1d TAX ID # 48-0222760	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION Corp	1f JURISDICTION OF ORGANIZATION Minnesota	1g ORGANIZATIONAL ID # if any 99332 <input type="checkbox"/> NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (2a or 2b) do not abbreviate or combine names

2a ORGANIZATION'S NAME					
OR	2b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID # if any <input type="checkbox"/> NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME Leasemaster					
OR	3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS 9635 Humboldt Ave S.		CITY Bloomington	STATE MN	POSTAL CODE 55431	COUNTRY Hennepin

4 This FINANCING STATEMENT covers the following collateral

1	Toshiba Copier	BD2860	Serial# CRB297712
1	Toshiba Feeder	MR2008	Serial# FB713826

5 ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON UCC FILING
6 This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE) [optional]	All Debtors	Debtor 1	Debtor 2		

8 OPTIONAL FILER REFERENCE DATA