

UNITED STATES BANKRUPTCY COURT		DISTRICT	DELAWARE	PROOF OF CLAIM
Name of Debtor FLEMING COMPANIES		DBA Pre Delivery Service		Case Number 03-109645-MFW
Note: This form 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.				
Name of Creditor XEROX Corporation		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. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and address where notices should be sent XEROX CAPITAL SERVICES LLC ATTN V O ADAMS P O BOX 660506 DALLAS TX 75266-9937		<div style="font-size: 2em; font-weight: bold;">REC'D JUN 12 2003</div>		
Telephone number 972-420-5963				
Account or other number by which creditor identifies debtor 702558701		Check here if claim replaces a previously filed claim dated _____ amends		
1 Basis for Claim				
Goods sold Services performed Money loaned Personal injury / wrongful death Taxes <input checked="" type="checkbox"/> Other		Retiree benefits as defined in 11 U.S.C. 114(a) Wages, salaries, and compensation [fill out below] Your SS# _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2 Date debt was incurred [SEE ATTACHED]		3 If court judgment, date obtained		
4 Total Amount of Claim at Time Case Filed 636 763 72				
If all or part of your claim is secured or entitled to priority also complete item 5 or 6 below. Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.				
5 Secured Claim Check this box if your claim is secured by collateral. Brief Description of Collateral Real Estate Motor Vehicle Other _____ Value of Collateral \$ _____ ***SEE ATTACHED		6 Unsecured Priority Claim Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: Wages, salaries or commissions up to \$4,300 earned within 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) Contribution to an employee benefit plan. 11 U.S.C. 507(a)(4) Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. 507(a)(6) Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. 507(a)(7) Taxes or penalties owed to governmental units. 11 U.S.C. 507(a)(8) Other- Specify applicable paragraph of 11 USC 507(a) (____) <small>Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.				THIS SPACE IF FOR COURT USE ONLY
8 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.				
9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped self-addressed envelope and copy of this proof of claim.				
Date 06/02/2003	Sign and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). Xerox Capital Services LLC - As Servicing Agent for Xerox Corp.			

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

Fleming Companies Claim



00992



Commercial Law Department
Xerox Capital Services, LLC
Vanessa O Adams
Post Office Box 660506
Dallas, Texas 75266-9937
Telephone 972-420-5963
Facsimile 972-420-5625

Customer Name FLEMING COMPANIES

Customer Number

702558701

Serial Number

Balance

\$636,763.72

589892222	05/02/2001	\$	136 59
589892233	05/02/2001	\$	136 72
589999943	06/01/2001	\$	316 50
590106292	06/02/2001	\$	136 59
176764113	06/16/2001	\$	61 46
590296021	07/02/2001	\$	136 59
177023980	07/14/2001	\$	98 60
85416436	11/21/2001	\$	389 70
85416437	11/21/2001	\$	389 70
591170250	12/02/2001	\$	86 20
178865871	01/10/2002	\$	129 68
178927818	01/15/2002	\$	73 14
179351875	02/23/2002	\$	425 30
179403148	02/28/2002	\$	73 61
591679734	03/02/2002	\$	121 24
87735928	03/21/2002	\$	210 64
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180783935	07/18/2002	\$	101 89
592395500	08/02/2002	\$	129 26
592419901	08/02/2002	\$	2,877 68
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182256160	12/10/2002	\$	88 70
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92770268	12/20/2002	\$	108 01
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93039810	01/02/2003	\$	696 00
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95267686	05/01/2003	\$	4,090 06
593540629	05/02/2003	\$	2,818 65

TOTAL		\$	636,763 72
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Fleming

TEXAS COMMERCE
SAN ANGELO, TX

Box 26647 Oklahoma City OK 73126

DO NOT RE-DEPOSIT

59H000413

991743089 No

23572574 64-88/ 1113

2991 Date

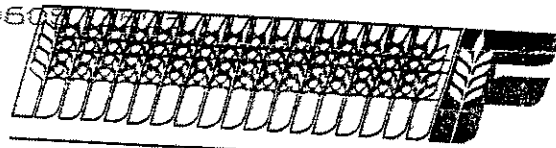
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Amount

03/25/03 \$*****11,625 75

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ELEVEN THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS AND 75/100

Pay
To
The
Order
Of

XEROX CORP 120140597 102 03 0603
PO BOX 827598
PHILADELPHIA, PA 19182



Unique Character Facsimile Signature

23572574 111300880106300036160

0001162575

Fleming

Box 2647 Oklahoma City OK 73126

TEXAS COMMERCE
SAN ANGELO, TX

991710693 No

23571668

64-88/ 1113

2921

Date

LC

Amount

03/24/03

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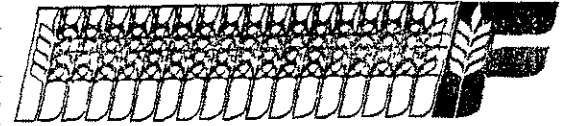
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ONE THOUSAND SEVEN HUNDRED THIRTY SIX DOLLARS AND 36/100

Pay
To
The
Order
Of

XEROX CORP
PO BOX 827598
PHILADELPHIA, PA 19182



Unique Character Facsimile Signature

⑈23571668⑈ ⑆111300880⑆06300036160⑈

⑈0000173636⑈

THE FACE OF THIS DOCUMENT IS PRINTED IN BLUE AND RED INK

Fleming

Box 2664, Oklahoma City OK 73126

TEXAS COMMERCE
SAN ANGELO, TX

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No

23570057

64-88/ 1113

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2921

Date

Amount

03/21/03

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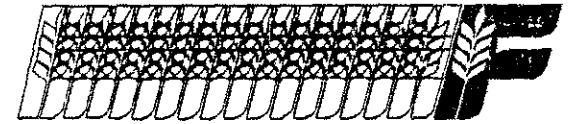
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FOETY FOUR DOLLARS AND NO/100

Pay
To
The
Order
Of

XEROX CORP
PO BOX 827598
PHILADELPHIA, PA 19182



Unique Character Facsimile Signature

⑈23570057⑈ ⑆111300880⑆06300036160⑈

⑈0000004400⑈

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Fleming

Box 2647 Oklahoma City OK 73126

TEXAS COMMERCE
SAN ANGELO, TX

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No

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64-88/ 1113

AG

Date

Amount

03/24/03

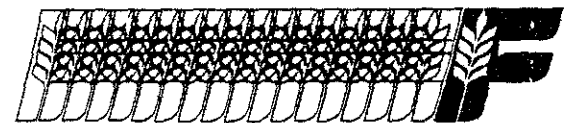
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Pay

EIGHT THOUSAND NINE HUNDRED SEVENTY ONE DOLLARS AND 41/100

Pay
To
The
Order
Of

XEROX CORP
PO BOX 802555
CHICAGO, IL 60680



Unique Character Facsimile Signature

⑈23570765⑈ ⑆111300880⑆06300036160⑈

⑈0000897141⑈

Fleming Companies
Richmar Foods, Inc
DBA Food-4-Less
P O Box 268877
Oklahoma City, OK 73126-8877
Void After 90 Days

Number 8747126176
JPMORGAN CHASE BANK
76903 SAN ANGELO

4C7

03/24/2003

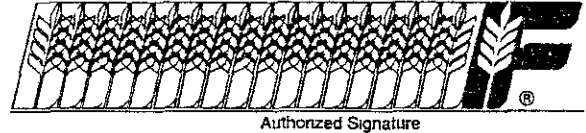
THE AMOUNT OF

* * * * * 1 7 8 0 7 *

PAY TO THE
ORDER OF

XEROX CORP
PO BOX 7405
PASADENA CA 91109-7405

STOP PAYMENT
VOID COVER 3178-02
NON-NEGOTIABLE



⑈8747126176⑈ ⑈06300065052⑈

⑈0000017807⑈

THE FACE OF THIS DOCUMENT IS PRINTED IN BLUE AND RED INK

Fleming

Box 26647 Oklahoma City OK 73126

TEXAS COMMERCE
SAN ANGELO TX

J9H000397

4C7

23571907

64-88/ 1113

No

LC

Date

Amount

03/25/03

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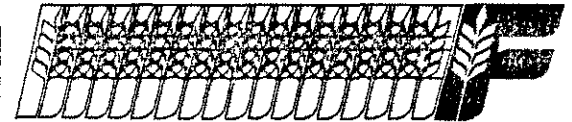
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TWO HUNDRED SIXTY FIVE DOLLARS AND 72/100

Pay
To
The
Order
Of

XEROX CORPORATION
PO BOX 7405
PASADENA, CA 91109

941116410



Unique Character Facsimile Signature

⑈23571907⑈ ⑈111300880⑈ ⑈06300036160⑈ 05 04-03-03 ⑈0000026572⑈

THE FACE OF THIS DOCUMENT IS PRINTED IN BLUE AND RED INK

Fleming

Box 26647 Oklahoma City OK 73126

TEXAS COMMERCE
SAN ANGELO, TX

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4C7

No

23573767
AG

64-88/ 1113

Date

Amount

03/27/03

\$*****8,055 73*

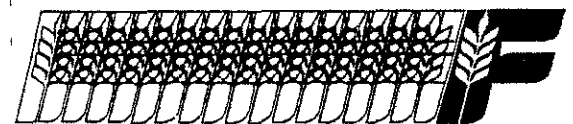
Pay

EIGHT THOUSAND FIFTY FIVE DOLLARS AND 73/100

Pay
To
The
Order
Of

XEROX CORPORATION
P.O. BOX 650361
DALLAS, TX 75265

702 048109



Unique Character Facsimile Signature

⑈23573767⑈ ⑈111300880⑈ ⑈06300036160⑈

⑈0000805573⑈

$$\begin{array}{r} 38\ 38 \\ \hline 1113 \end{array}$$

MASSILLON DIVISION

REFER TO MAKER

VOID AFTER 90 DAYS
RETURN TO MAKER

A/P M 33 / 84

PAY TO THE
ORDER OF

04070169 1111300880 0630003585 0000051777

THE BACKGROUND OF THIS DOCUMENT IS PRINTED IN COLORED INK

Fleming Companies - Support Services 5505
3524 N W 56th Street
Oklahoma City, OK 73112

Number 5505325056 40
JPMorgan Chase Bank
Texas Controlled Disbursements

$$\begin{array}{r} 88\ 88 \\ \hline 1113 \end{array}$$

VOID AFTER 90 DAYS

03/27/2003

PAY TO THE
ORDER OF

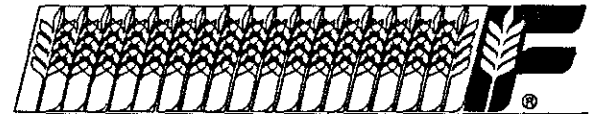
XEROX CORPORATION
PO Box 650361
DALLAS TX 75265-0361

THE AMOUNT OF

* * * * * 5 0 9 8 3 *

ASK ASK ASK ASK ASK ASK A K ASK A K ASK FIVE ZERO NINE PER EIGHT THREE ASK

VOID OVER \$509 83



Authorized Signature

|| 5505325056 || : 111300880 : || 06300064998 || 00000050983 ||

THE BACKGROUND OF THIS DOCUMENT IS PRINTED IN COLORED INK

Fleming Companies
Pichmar Foods, Inc
DBA Food-4-Less
P O Box 268877
Oklahoma City, OK
Void After 90 Days

Number 8747126304
JPMOPGAN CHASE BANK
76903 SAN ANGELO

$$\frac{88\ 88}{11\ 13}$$

03/24/2003

PAY TO THE
ORDER OF

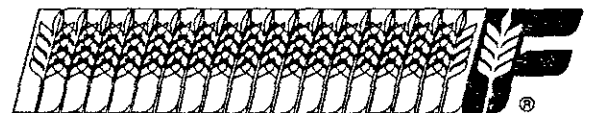
XEROX CORPORATION
PO Box 802555
CHICAGO IL 60680

THE AMOUNT OF

* * * * * 3 4 9 5 9 *

ASK ASK A-X ASK ASK ASK A K ASK ASK ASK A K THREE FOUR NINE PER FIVE NINE A-X

VOID OVER \$349 59



Authorized Signature

11#874712630411# 1211130088012 11#0630006505211# 110000003495911#



395 Oyster Point Blvd
Suite 200
So S

DATE 2003-03-24 60 Days From Date

RETURN TO FED UTICA
FOR REASON INDICATED BELOW
REFER TO MAKER
RETURNED BY
JPMORGAN CHASE BANK

DO NOT
REDEPOSIT
APR 01 2003 60196

407E
JPMORGAN CHASE BANK
6040 TARBELL ROAD
SYRACUSE NY 13206

\$*****323 12

Pay to the
Order of

XEROX BUSINESS SERVICES
P O BOX 802555
CHICAGO, IL 62680

043-96

TREASURER

⑈904083634⑈ ⑆ 31309379⑆ ⑈8⑈09668⑈ ⑈0000032312⑈

THE FACE OF THIS DOCUMENT IS PRINTED IN BLUE AND RED INK

Fleming

3400 NW 74TH AVE MIAMI, FL 33132

No 02-035902
097529531
407E Bank of America Community Development Bank 90-4182 121*

MIAMI DIVISION

VOID AFTER 90 DAYS
RETURN TO MAKER

MARCH 28, 2003

J9H000472
*****9,333 45

PAY TO THE ORDER OF XEROX CORP
PO BOX 827598
PHILADELPHIA, PA 19182-0000

Handwritten signature and stamp

⑈02065902⑈ ⑆ 121141822⑆ 73132⑈01235⑈ ⑈0000933345⑈

THE FACE OF THIS DOCUMENT IS PRINTED IN BLUE AND RED INK

Fleming

Box 207 Massillon OH 44648

J9H000420 4XC No 02-070157
959273566 CHASE BANK OF TEXAS N.A. SAN ANGELO TX 98.88 11C

MASSILLON DIVISION

VOID AFTER 90 DAYS
RETURN TO MAKER

REFER TO MAKER

PAY TO THE ORDER OF

⑈04070157⑈ ⑆ 111300880⑆ ⑈06300035865⑈ ⑈0000012124⑈

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411500 existing between Fleming Company (Client) and Xerox Corporation (Xerox) acting through Xerox Business Services (XBS) a business unit of Xerox, as shown below

- 1 The following Equipment/Software ('Configuration') is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox DC470ST	TBD	XBS Owned

- 2 The following Equipment/Software ('Configuration') is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement reflecting the changes shown is as follows

<u>Agreement Period</u>	<u>Monthly Minimum Charge</u>	<u>NP135</u>	<u>Impression Charges</u>	<u>Decentralized</u>	<u>Centralized</u>	<u>Color</u>
02/01/01 to 07/31/01	\$23,364	\$0 006	\$0 012	\$0 008	\$0 15	
08/01/01 to 07/31/02	\$23,364	\$0 006	\$0 012	\$0 008	\$0 15	
08/01/02 to 07/31/03	\$23,364	\$0 006	\$0 012	\$0 008	\$0 15	
08/01/03 to 07/31/04	\$23,364	\$0 006	\$0 012	\$0 008	\$0 15	
08/01/04 to 07/31/05	\$23 364	\$0 006	\$0 012	\$0 006	\$0 15	

- 4 The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Fleming Company (Client)

Ms Cathy Turneyseed

Name (Please Print)

Cathy Turneyseed

Signature

Director, Facilities and Maintenance

Title

Division Signature

Date

Xerox Corporation

ANA ROUVAULT

Name (Please Print)

ANA ROUVAULT

Signature

Pricing Control Specialist

Title

2/14/01

Date

20 d
B-25-00 10 01 FROM MID AMERICA TULSA

+ MOHJ DEAIERH

ID 9185102591

10 21

00-52-20

PAGE 12/17

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA.

c. Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS. Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices.

6. INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days. XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge. Invoices will be sent to the following address:

Fleming Garland Division
2600 McCrce Road
Garland TX 75041
Jason Lumber
972-840-4520

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only. Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA.

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout: "XBS has provided funds ("Buyout Funds") to you under this ISA to retire the debt on your existing lease obligations. A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full. Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest."

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services.

Fleming Companies, Inc.

Xerox Business Services
Division of Xerox Corporation

Cathy Thompson
Name (Please Print)

Cathy Thompson
Signature

Manager of Office Services
Title

2/14/00
Date

LYNN CRAWFORD

Name (Please Print)

Lynn Crawford
Signature

OPS CONTROLLER
Title

2/25/00
Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 2

This Amendment ('Amendment') revises the terms and conditions of Agreement # 2411336 (Richmar) existing between Fleming Company (Client) and Xerox Corporation (Xerox), acting through Xerox Business Services ('XBS ') a business unit of Xerox as shown below

- 1 The following Equipment/Software ('Configuration') is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
DC 214	TBD	XBS Owned

- 2 The following Equipment/Software ('Configuration') is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

	<u>Agreement Period</u>	<u>Monthly Minimum Charge</u>	<u>Usage Charges</u>	
			<u>Centralized</u>	<u>Decentralized</u>
9	11/01/00 to 08/14/01	\$1,270	\$0 008	\$0 012
12	08/15/01 to 08/14/02	\$1 270	\$0 008	\$0 012
12	08/15/02 to 08/14/03	\$1 270	\$0 008	\$0 012
12	08/15/03 to 08/14/04	\$1,270	\$0,008	\$0 012

- 4 The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming Company (Client)

Cathy Turney Seed
Name (Please Print)

Cathy Seed
Signature

Director of Non Perishable Procurement

11/1/00
Title

11/1/00
Date

Xerox Corporation

DANA ROWARD
Name (Please Print)

Dana Roward
Signature

11/8/00
Title

11/8/00
Date

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Companies
Chicago Business Office
3338 Commercial Ave #11
Northbrook IL 60062

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout "XBS has provided funds ("Buyout Funds) to you under this ISA to retire the debt on your existing lease obligations A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest "

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Xerox Business Services
Division of Xerox Corporation

Cathy Turnipseed

Name (Please Print)

Signature

Manager of Office Services

Title

Date

Division/Location Signature

Scott G Doney

Name (Please Print)

Signature

General Manager

Title

Date

Date

will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS. Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days. XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge. Invoices will be sent to the following address:

Fleming Companies
GMD-Sacramento Division
8301 Fruitridge Road
Sacramento CA 95823
Ron Ikemoto

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only. Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA.

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout: "XBS has provided funds ("Buyout Funds") to you under this ISA to retire the debt on your existing lease obligations. A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA until the Buyout Funds are paid in full. Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest."

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services.

Fleming Companies, Inc.

Xerox Business Services
Division of Xerox Corporation

Cathy Turnpseed

Name (Please Print)



Signature

Manager of Office Services

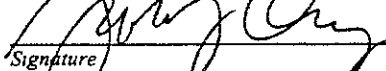
Title

12/14/99

Date

Scott G. Doney

Name (Please Print)



Signature

General Manager

Title

12/14/99

Date

Division Signature

Date

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent and staples) required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Bakers Supermarkets
8420 W Dodge Road
Suite 400
Omaha NE 68114
Attention Bill Brewer

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document ("PO"), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to the ISA

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Xerox Business Services
Division of Xerox Corporation

Cathy Turnpseed

Name (Please Print)

Cathy Turnpseed

Signature

Off. Office Services

Title

12/17/99

Date

Scott G Doney

Name (Please Print)

Scott G Doney

Signature

General Manager

Title

12/17/99

Signature (Division)

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411319 (Fresno) existing between Fleming ("Client") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 5855	TBD	XBS Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Usage Charges</u>	
<u>Period</u>	<u>Minimum</u>	<u>Centralized</u>	<u>Decentralized</u>
09/5/99 to 06/14/04	<u>Charge</u> \$929	\$0 008	\$0 012

- 4 The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment the Amendment will control

Fleming (Client)

Xerox Corporation

Cathy Turnipseed

Name (Please Print)

Signature

Manager of Office Services

Title

Date

Scott G. Doney

Name (Please Print)

Signature

General Manager

Title

Date

10/28/99

monthly price 349
Term 57

13922/5447

We will provide and/or operate the Equipment/Software listed in Exhibit III attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer fuser agent and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Companies
1637 St James
La Crosse WI 54602
Lisa Schiffer
608-779-3600

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout "XBS has provided funds ("Buyout Funds") to you under this ISA to retire the debt on your existing lease obligations A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full Should this ISA be terminated before the expiration of its term for any reason you agree to pay to XBS, in addition to any applicable Early Termination Charges an amount equal to the remaining principal balance of the Buyout Funds provided by XBS less any future, unearned interest "

This ISA including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Xerox Business Services
Division of Xerox Corporation

Cathy Turnipseed

Name (Please Print)



Signature

Manager of Office Services

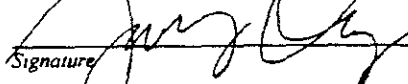
Title

10/28/99

Date

Scott G Doney

Name (Please Print)



Signature

General Manager

Title

10/28/99

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411390 existing between Fleming Company ("Client") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
DC55HCF	TBD	XBS Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Usage Charges</u>	
<u>Period</u>	<u>Minimum</u>	<u>Centralized</u>	<u>Decentralized</u>
12/15/99 to 11/30/04	\$360	\$0 008	\$0 012

- 4 The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Fleming Company (Client)

Xerox Corporation

Cathy Turnipseed

(Name) (Please Print)

[Signature]

Manager of Office Services

(Title)

12/9/99

(Date)

Scott G Doney

(Name) (Please Print)

[Signature]

General Manager

(Title)

12/9/99

(Date)

Division Signature

Date

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Company
North Carolina Division
1018 US 117 South
Warsaw NC 28398
Doug Senogles
910-293-3835

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Xerox Business Services
Division of Xerox Corporation

Cathy Turpinseed

Name (Please Print)

Cathy Turpinseed
Signature

Mgr. Price Services
Title

6/18/99
Date

Signature (Division)

Date

Scott G Doney

Name (Please Print)

Scott G Doney
Signature

General Manager
Title

6/18/99
Date

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS. Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days. XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge. Invoices will be sent to the following address:

Quality Companies
4690 Hungerford Road
Memphis TN 38118
Scott Newman
901-367-8200

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only. Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA.

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services.

Fleming Companies, Inc.

Xerox Business Services
Division of Xerox Corporation

Cathy Turnipseed

Name (Please Print)

Cathy Turnipseed

Signature

Mgr. Office Services

Title

6/18/99

Date

Scott G. Doney

Name (Please Print)

Scott G. Doney

Signature

General Manager

Title

6/18/99

Signature (Division)

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 3

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411253 (King of Prussia) existing between Fleming ("Client") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 5830	TBD	XBS Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Usage Charges</u>	
<u>Period</u>	<u>Minimum</u>	<u>Centralized</u>	<u>Decentralized</u>
12/01/99 to 11/30/03	\$1,162	\$0 008	\$0 012

- 4 The ETC Base Amount is revised by \$175 under this Amendment. The total ETC Base Amount is revised to be \$1,012 for the remaining term of the Agreement.
- 5 The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Fleming (Client)

Xerox Corporation

Cathy Turnipseed

Name (Please Print)

Signature

Manager of Office Services

Title

Date

Scott G Doney

Name (Please Print)

Signature

General Manager

Title

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411234 (NE Maryland) existing between Fleming Company ("Client") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
1-265 Upgrade to ST	TBD	XBS Owned
Xerox 5350	0R9053784	Customer Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Usage Charges</u>	
<u>Period</u>	<u>Minimum</u>	<u>Centralized</u>	<u>Departmental</u>
08/1/99 to 09/31/03	\$709	\$0 008	\$0 012

- 4 The ETC Base Amount is revised by \$185 under this Amendment The total ETC Base Amount is revised to be \$630 for the remaining term of the Agreement
- 5 The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment, the Agreement shall remain as stated In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming Company (Client)

Xerox Corporation

Cathy Turnipseed

Name (Please Print)

Cathy Turnipseed

Signature

Manager of Office Services

Title

7/30/99

Date

Division Signature

Scott G Doney

Name (Please Print)

David G Tracy

Signature

General Manager

Title

8/5/99

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 4

This Amendment ("Amendment") revises the terms and conditions of Agreement existing between Fleming Company ("Client") and Xerox Corporation ("Xerox") through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox DC332	TBD	XBS Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox DC 265	2UP076581 - 3	XBS Owned

- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown as follows

<u>Agreement Period</u>	<u>Monthly Minimum Charge</u>	<u>Usage Charges Centralized</u>	<u>Departmental</u>
07/15/99 to 08/31/03	\$5,148	\$0.008	\$0.012

- 4 The ETC Base Amount is revised by \$0 under this Amendment. The total ETC Base Amount is revised to be \$4,690 for the remaining term of the Agreement.
- 5 The attached Exhibit III has been revised to set forth serial numbers for equipment installed under this Agreement for which such serial numbers were not previously known or available at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Agreement shall control.

Fleming Company (Client)

Cathy Turnipseed

Name (Please Print)

Signature

Manager of Office Services

Title

Date

Division Signature

Xerox Corporation

Scott G. Doney

Name (Please Print)

Signature

General Manager

Title

Date

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Piggly Wiggly Corporation
1991 Corporate Avenue
Memphis TN 38132
Janice Jordan
901-395-8217

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Xerox Business Services
Division of Xerox Corporation

Cathy Turnipseed

Name (Please Print)

Cathy Turnipseed

Signature

Mgr, Office Services

Title

10/26/98

Date

Scott G Doney

Name (Please Print)

Scott G Doney

Signature

General Mgr

Title

10/26/98

Date

Signature (Division)

Date

10/19/98

James L. Jordan
Dan J. Wright

10/21/98

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Companies
Sikeston Division
1500 West Malone
Sikeston MO 63801
Brian Harper
573-471-2262

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Xerox Business Services
Division of Xerox Corporation

Cathy Turnipseed

Name (Please Print)

Cathy Turnipseed

Signature

Mgr, Office Services

Title

5/18/98

Date

Melanie Henderson

Name (Please Print)

Mel. Henderson

Signature

Operations Controller

Title

5/18/98

Signature (Division)

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411190 (Western Staff) existing between Fleming Companies ("Client" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox DC 230	TBD	XBS Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement Period</u>	<u>Monthly Base Charge</u>	<u>Impression Charges</u>
		<u>Centralized</u> <u>Decentralized</u>
12/1/98-5/31/03	\$464	008 012

- 4 The ETC Base Amount is revised by \$205 under this Amendment The total ETC Base Amount is revised to be \$404 for the remaining term of the Agreement

Except as specified in this Amendment, the Agreement shall remain as stated In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming Companies, Inc

Xerox Business Services

Cathy Turnipseed

Name (Please Print)

Signature

Title

Date

Scott G Doney

Name (Please Print)

Signature

Title

Date

Signature (Division)

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 2

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411032 (Johnson City) existing between Fleming ("Client" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 7042 Fax	TBD	XBS OWNED

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Per Impression Charges</u>	
<u>Period</u>	<u>Base</u>	<u>Centralized</u>	<u>Decentralized</u>
6/1/98-7/31/02	\$788 00	008	012

- 4 The ETC Base Amount is revised by \$52 00 under this Amendment The total ETC Base Amount is revised to be \$770 00 for the remaining term of the Agreement

Except as specified in this Amendment, the Agreement shall remain as stated In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming Companies

Cathy Turnpseed

Name (Please Print)

Cathy Turnpseed

Signature

Mgr., Vice Services

Title

6/1/98

Date

William Cley 5-20-98

Signature (Division)

Xerox Business Services

Scott Doney

Name (Please Print)

Scott Doney

Signature

General Manager

Title

6/1/98

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411035 (Memphis GMD) existing between Fleming Companies, Inc ("Client" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 5614ZSD	TBD	XBS OWNED

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Impression Charges</u>		
<u>Period</u>	<u>Base</u>	<u>Centralized</u>	<u>Decentralized</u>	<u>Color</u>
7/15/98-7/31/02	\$1,266	008	012	25

- 4 The ETC Base Amount is revised by \$65 under this Amendment The total ETC Base Amount is revised to be \$1,130 for the remaining term of the Agreement

Except as specified in this Amendment, the Agreement shall remain as stated In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming Companies, Inc

Xerox Business Services

Cathy Turnipseed

Name (Please Print)

Cathy Turnipseed

Signature

Mgr. Office Services

Title

6/24/98

Date

Scott G Doney

Name (Please Print)

Scott G Doney

Signature

General Manager

Title

6/24/98

Date

Division Signature

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411035 (Memphis GMD) existing between Fleming Companies, Inc ("Client" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 5614ZSD	TBD	XBS OWNED

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Impression Charges</u>		
<u>Period</u>	<u>Base</u>	<u>Centralized</u>	<u>Decentralized</u>	<u>Color</u>
7/15/98-7/31/02	\$1,266	008	012	25

- 4 The ETC Base Amount is revised by \$65 under this Amendment The total ETC Base Amount is revised to be \$1,130 for the remaining term of the Agreement

Except as specified in this Amendment, the Agreement shall remain as stated In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming Companies, Inc

Xerox Business Services

Cathy Turnipseed

Name (Please Print)

Cathy Turnipseed

Signature

Mgr. Office Services

Title

6/24/98

Date

Scott G Doney

Name (Please Print)

Scott G Doney

Signature

General Manager

Title

6/24/98

Date

Division Signature

Date

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 1

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411230 (Philadelphia) existing between Fleming ("Client" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Brixton Software	TBD	XBS OWNED

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement Period</u>	<u>Monthly</u>	<u>Per Impression Charges</u>	
	<u>Base Charge</u>	<u>Centralized</u>	<u>Decentralized</u>
1/1/98-8/31/03	\$6,356	008	012

- 4 The ETC Base Amount is revised by \$89 under this Amendment. The total ETC Base Amount is revised to be \$4,589 for the remaining term of the Agreement

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Fleming Companies

Xerox Business Services

Cathy Turnipseed

Name (Please Print)

Cathy Turnipseed

Signature

Mgr, Office Services

Title

12/14/98

Date

Signature (Division)

Scott Doney

Name (Please Print)

Scott Doney

Signature

Controller

Title

12-15-98

Date

config22

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Company
1 Gateway Court
Superior WI 54880

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document (PO) issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout "XBS has provided funds ("Buyout Funds) to you under this ISA to retire the debt on your existing lease obligations A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest "

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Xerox Business Services
Division of Xerox Corporation

Cathy Turnipseed
Name (Please Print)
Cathy Turnipseed
Signature
Director of Facilities and Maintenance
Title
12/15/00
Date

Division Signature

Date

David Farrell
Name (Please Print)
David Farrell
Signature
Ops Controller
Title
12/18/00
Date

- 1) The termination must be due to business closing employee redeployment business consolidation. or relocation of the site served by this Agreement
- 2) The equipment terminated cannot be replaced by competitive equipment
- 3) The terminated equipment is returned to XBS in the same condition as when delivered to Customer reasonable wear and tear accepted
- 4) Customer must provide 30 days prior written notice of such termination "

This Agreement is the complete agreement between us and supersedes all prior written or oral agreements regarding the Services The Agreement may only be amended by a writing signed on behalf of Customer and XBS by duly authorized representatives of both parties

Fleming Companies, Inc.

CATHY TURNIPSEED
Name (Please Print)
Cathy Turnipseed
Signature
Mgr. Office Services
Title
7/16/97
Date

Xerox Business Services
Division of Xerox Corporation

SCOTT G. DONEY
Name (Please Print)
[Signature]
Signature
General Manager
Title
7/18/97
Date

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Company
1550 NE Loop 410
Suite 100
San Antonio TX 78209

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout "XBS has provided funds ("Buyout Funds") to you under this ISA to retire the debt on your existing lease obligations A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest "

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies, Inc

Gayona Washington

Name (Please Print)

Gayona Washington

Signature

Manager of Office Services

Title

12/11/00

Date

Division Signature

Date

Xerox Business Services

Division of Xerox Corporation

David Farrell

Name (Please Print)

David Farrell

Signature

Controller

Title

10/25/00

Date

XEROX BUSINESS SERVICES

INDIVIDUAL SITE AGREEMENT # 2411504

This Individual Site Agreement ("ISA") is issued per the terms and conditions of Master Agreement 2411028 (Agreement) existing between Fleming Companies, Inc (Customer or You) and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation (Xerox"), have agreed for XBS to provide document management services ("Services") for you. In the event of a conflict between the terms and conditions of this ISA and the Agreement, the terms and conditions of the Agreement shall control.

1 XBS will provide Services to you at the following location

Piggly Wiggly
C/O Fleming Company
1991 Corporate Ave
Memphis TN 38132
901-395-8215

2 TERM

The term of this ISA will be the 60-month period from July 15, 2000 through June 14, 2005. If you and XBS mutually agree to begin Services partially and/or early, we will bill you on a pro rata basis, based on a 30-day billing month.

3 PRICING

Pricing for the Services provided under this ISA is displayed in Exhibit I, attached hereto and made part hereof by this reference.

4 PERFORMANCE STANDARDS

XBS will provide Services in accordance with the Performance Standards ("Standards") as mutually agreed to and set forth in Exhibit II, attached hereto and made part hereof by this reference. If you believe that we are not performing in compliance with the Standards, you will notify XBS in writing of the specific non-performance, and authorized representatives of both parties will meet to discuss these issues. We will then correct any non-performance within 30 days of notification from you, provided, however, if we fail to do so, you may terminate this ISA without incurring Early Termination Charges.

5 SERVICES

In performing Services under this ISA

a Personnel

- (i) We will provide sufficient XBS-trained personnel to perform the Services established pursuant to this ISA and/or as set forth in the Performance Standards.
- (ii) XBS personnel performing Services under this ISA will perform in a professional manner and will comply with all of your applicable security and safety regulations. You will provide copies, and any applicable updates, to us for communication to our personnel.
- (iii) If you are dissatisfied with the performance of any XBS personnel, notify XBS of the specific deficiencies in writing, and we will address these non-performance issues within 5 days. If you remain dissatisfied with such performance after we have taken remedial action, we will remove such personnel and provide a replacement. If, in your judgment, you believe that the actions of such personnel warrants immediate action, you will contact XBS and provide the grounds for the request and XBS will act accordingly.

RECEIVED FROM + NOW DEALER

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS. Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days. XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge. Invoices will be sent to the following address:

Piggly Wiggly
C/O Fleming Company
1991 Corporate Ave
Memphis TN 38132
901-395-8215

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA, will be for ordering purposes only. Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA.

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout: "XBS has provided funds ("Buyout Funds") to you under this ISA to retire the debt on your existing lease obligations. A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full. Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest."

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services.

Fleming Companies Inc

Xerox Business Services
Division of Xerox Corporation

Name (Please Print)

Ma. Gayana L. Wash Jr

Signature

Title

7-18-2000

Date

Division Signature

Date

LYNN CRAWFORD

Name (Please Print)

Lynn Crawford

Signature

Title

7/21/00

Date

b. Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA.

c. Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS. Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices.

6. INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days. XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge. Invoices will be sent to the following address:

Fleming Company
6301 Waterford Blvd
Oklahoma City OK 73118
405-841-8281

7. PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO"), issued under this Agreement or an ISA will be for ordering purposes only. Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA.

8. LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout: "XBS has provided funds (Buyout Funds) to you under this ISA to retire the debt on your existing lease obligations. A Monthly Buyout Funds Payment Amount of \$2,120 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full. Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest."

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services.

Fleming Companies, Inc.

Xerox Business Services
Division of Xerox Corporation

Ms. Gayana Washington

Lynn Crawford

Name (Please Print)

Name (Please Print)

Ms. Gayana Washington

Lynn Crawford

Signature

Signature

Manager of Office Services

Controller

Title

Title

8-16-2000

8/21/00

Date

Date

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA.

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent and staples), required to make impressions for Services shall be provided by XBS. Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply price.

6 INVOICES

Invoices, which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days. XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge plus all additional charges from the previous month not included within the Monthly Minimum Charge. Invoices will be sent to the following address:

Fleming Company
1015 W Magnolia Ave
Geneva AL 36340
Marten Walden
334-684-5216

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ("PO") issued under this Agreement or an ISA will be for ordering purposes only. Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA.

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout: "XBS has provided funds ("Buyout Funds") to you under this ISA to retire the debt on your existing lease obligations. A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full. Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS less any future, unearned interest."

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services.

Fleming Companies Inc

Xerox Business Services
Division of Xerox Corporation

Gayona Washington

Name (Please Print)

Gayona Washington

Signature

Manager of Office Services

Title

Date

Division Signature

Date

Lynn Crawford

Name (Please Print)

Lynn Crawford

Signature

Controller

Title

Date

8/24/00

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 2

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411204 (Phoenix) existing between Fleming Companies ("Client" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement.

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 635	TBD	XBS Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement</u>	<u>Monthly</u>	<u>Impression Charges</u>		
<u>Period</u>	<u>Base</u>	<u>Centralized</u>	<u>Decentralized</u>	<u>Color</u>
4/1/00-5/31/00	\$3,808 2,809	008	012	25
6/1/00-5/31/01	\$3,808 3,809			
6/1/01-5/31/02	\$3,808 3,809			
6/1/02-5/31/03	\$3,808 3,809			

- 4 The ETC Base Amount is revised by \$55 under this Amendment. The total ETC Base Amount is revised to be \$3,480 for the remaining term of the Agreement.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Fleming Companies, Inc.

Xerox Business Services

Gayna Washington
 Name (Please Print)
Gayna Washington
 Signature
Manager Office Services
 Title
4-13-2000
 Date

Louisa Lopez
 Name (Please Print)
Joanne L. Lopez
 Signature
Printing & Contract Spec
 Title
4-14-00
 Date

Signature (Division)

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 2

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411289 existing between Fleming Company ("Client") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below

- 1 The following Equipment/Software ("Configuration") is added to the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 665	TBD	XBS Owned
Xerox 665	TBD	XBS Owned

- 2 The following Equipment/Software ("Configuration") is removed from the Agreement

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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- 3 Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

<u>Agreement Period</u>	<u>Monthly Minimum Charge</u>	<u>Centralized</u>	<u>Usage Charges</u> <u>Decentralized</u>	<u>Color</u>
11/01/00 to 04/31/01	\$1,546	\$0 008	\$0 012	\$ 15
05/01/01 to 04/31/02	\$1 546	\$0 008	\$0 012	\$ 15
05/01/02 to 04/31/03	\$1,546	\$0 008	\$0 012	\$ 15
05/01/03 to 04/31/04	\$1,546	\$0 008	\$0 012	\$ 15
05/01/04 to 04/31/05	\$1 546	\$0 008	\$0 012	\$ 15

- The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming (Client)

Ms. Jayona Washinton

Name (Please Print)

Jayona Washinton

Manager of Office Services

Title

Date

10-16-00

Division Signature

Xerox Corporation

DANA ROUX ALOTT

Name (Please Print)

Dana Roux ALOTT

Trucking / Contract Specialist

Title

10/24/00

Date

JUN-20-00 14 03
JUN-20-00 16 44PM

FROM XEROX/SCANDINAVIAN MAIL MAILROOM
CENTRAL MAJOR ACCOUNT OPERATIONS

041710074203

1-010 P 09/08 J00-383
1 000 1 001/001 1 000

241147

We will provide and/or operate the Equipment/Software listed in Exhibit III, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies, (toner, developer, fuser agent, and staples), required to make impressions for Services shall be provided by XBS. Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days. XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge plus all additional charges from the previous month not included within the Monthly Minimum Charge. Invoices will be sent to the following address:

Fleming Company
2455 West 1500 South
Salt Lake City UT 84104
Mr. Joe Burns
801-973 5500

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document ("PO"), issued under this Agreement or an ISA will be for ordering purposes only. Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to, the ISA.

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout: "XBS has provided funds ("Buyout Funds") to you under this ISA to retire the debt on your existing lease obligations. A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full. Should this ISA be terminated before the expiration of its term for any reason, you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future, unearned interest."

This ISA, including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services.

Fleming Companies Inc

Xerox Business Services
Division of Xerox Corporation

Name (Please Print) _____
Rayna Washington

LYNN CRAWFORD
Name (Please Print) _____
Lynn Crawford

Title _____
6-26-00

Signature _____
OT CONTROLLER
Title _____
6/26/00

Discontinued Signature

Date

AT/B = +
85-25-88

13 23

OTI XEROX OK/AR-
RECEIVED FROM: +

11:47AM - 6-26-00

SENT BY XEROX CORP. OK/AR OTI - 6-26-00
P.87

Jan-24-02 10 17am From-OMAHA BUS OPS

0

+4023926202

T-164 P 02/07 F-855

Jan-28-02 02 41pm From-

Jan-21-02 10 55am From-FLANNING COMPANY

0729061520

T-380 P 094/004 F-274

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 5

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411225 existing between Flanning Company ("Client") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below:

1. The following Equipment/Software ("Configuration") is added to the Agreement:

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
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2. The following Equipment/Software ("Configuration") is removed from the Agreement:

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox Office 6	F9H054251	XBS Owned

3. Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows:

Agreement Period	Monthly Minimum Charge	Centralized Charge per Impression	Decentralized Charge per Impression	DCOL12 Color Charge per Impression	DCOL12 B/W Charge per Impression
02/01/02 to 08/31/02	\$2,300	\$0.008	\$0.012	\$0.15	\$0.0218
09/01/02 to 08/31/03	\$2,200	\$0.008	\$0.012	\$0.15	\$0.0218
09/01/03 to 01/31/04	\$875	\$0.008	\$0.012	\$0.15	\$0.0218
02/01/04 to 01/31/05	\$875	\$0.008	\$0.012	\$0.15	\$0.0218
02/01/05 to 01/31/06	\$875	\$0.008	\$0.012	\$0.15	\$0.0218
02/01/06 to 01/31/07	\$875	\$0.008	\$0.012	\$0.15	\$0.0218

4. The ETC Base Amount is revised by \$395 under this Amendment. The total ETC Base Amount is revised to be \$1,460 for the remaining term of the Agreement.

5. The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Flanning Company

Xerox Corporation

Jeff Skindler
 Name (Print)
Jeff Skindler
 Signature
Manager, Facilities
 Title
1-18-02
 Date

THOMAS A. CAVE
 Name (Print)
Thomas A. Cave
 Signature
Controller
 Title
1-28-02
 Date



XEROX BUSINESS SERVICES

INDIVIDUAL SITE AGREEMENT 7002363

This Individual Site Agreement ("ISA") is issued per the terms and conditions of Master Agreement 2411028 ("Agreement") existing between Fleming Companies, Inc ("Customer" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), have agreed for XBS to provide document management services ("Services") for you. In the event of a conflict between the terms and conditions of this ISA and the Agreement, the terms and conditions of the Agreement shall control.

1 XBS will provide Services to you at the following location

Fleming Company
1 Gateway Court
Superior WI 54880
David Marcin
715-392-8800

2 TERM

The term of this ISA will be the 60-month period from January 1, 2001 through December 31, 2005. If you and XBS mutually agree to begin Services partially and/or early, we will bill you on a pro rata basis, based on a 30-day billing month.

3 PRICING

Pricing for the Services provided under this ISA is displayed in Exhibit I, attached hereto and made part hereof by this reference.

4 PERFORMANCE STANDARDS

XBS will provide Services in accordance with the Performance Standards ("Standards") as mutually agreed to and set forth in Exhibit II, attached hereto and made part hereof by this reference. If you believe that we are not performing in compliance with the Standards, you will notify XBS in writing of the specific non-performance, and authorized representatives of both parties will meet to discuss these issues. We will then correct any non-performance within 30 days of notification from you, provided, however, if we fail to do so, you may terminate this ISA without incurring Early Termination Charges.

5 SERVICES

In performing Services under this ISA

a Personnel

- (i) We will provide sufficient XBS-trained personnel to perform the Services established pursuant to this ISA and/or as set forth in the Performance Standards.
- (ii) XBS personnel performing Services under this ISA will perform in a professional manner and will comply with all of your applicable security and safety regulations. You will provide copies, and any applicable updates, to us for communication to our personnel.
- (iii) If you are dissatisfied with the performance of any XBS personnel, notify XBS of the specific deficiencies in writing, and we will address these non-performance issues within 5 days. If you remain dissatisfied with such performance after we have taken remedial action, we will remove such personnel and provide a replacement. If, in your judgment, you believe that the actions of such personnel warrants immediate action, you will contact XBS and provide the grounds for the request and XBS will act accordingly.

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III and Exhibit IIIA, attached hereto and made part hereof by this reference, and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies (toner, developer, fuser agent and staples), required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices which will include applicable state and local sales taxes, are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide an invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Company
3405 Meyer Road
Fort Wayne IN 46803
Tom Bayless
219-450-0917

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document, ('PO'), issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA notwithstanding anything contained in the PO which is at variance with, or additional to the ISA

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment the following language shall be added to an ISA for such buyout 'XBS has provided funds ("Buyout Funds) to you under this ISA to retire the debt on your existing lease obligations A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA, until the Buyout Funds are paid in full Should this ISA be terminated before the expiration of its term for any reason you agree to pay to XBS, in addition to any applicable Early Termination Charges, an amount equal to the remaining principal balance of the Buyout Funds provided by XBS, less any future unearned interest"

This ISA including its Exhibits, constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies Inc

Xerox Business Services
Division of Xerox Corporation

Jeff Windle
Name (Please Print)
Signature
Title
11-13-01

MICHAEL MULHERIN
Name (Please Print)
Signature
Title
11/19/01

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 10

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411030 existing between Fleming Company ("Client") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below

1. The following Equipment/Software ("Configuration") is added to the Agreement:

x2302

Equipment Model/Software	Serial Number	Status Description
Labor add only .5333 of labor	N/A	N/A

2. The following Equipment/Software ("Configuration") is removed from the Agreement:

Equipment Model/Software	Serial Number	Status Description
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3. Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows

Agreement Period	Monthly Minimum Charge	Usage Charges Centralized	Decentralized
02/01/02 to 07/31/02	\$9,573 ✓	\$0.008 ✓	\$0.012 ✓
to	\$		\$0
to	\$		\$0
to	\$		\$0
to	\$		\$0

4. The ETC Base Amount is revised by \$0 under this Amendment. The total ETC Base Amount is revised to be \$2,559 for the remaining term of the Agreement.

5. The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control

Fleming Company

Xerox Corporation

Jeff Windle
Name (Please Print)
Signature
Title Manager, Facilities
Date 1-21-02

Thomas A. Carr
Name (Please Print)
Signature
Title Controller
Date 1-23-02

Sign Here

confg24.doc

DOCUMENT SERVICES AGREEMENT CONFIGURATION CHANGE AMENDMENT WITH ETC BASE AMOUNT

THE DOCUMENT COMPANY
XEROX

5. The ETC Base Amount associated with the Agreement is revised by \$2350 under this Amendment. The total ETC Base Amount is revised to be \$1010 times the number of months remaining in the Agreement.

6. If this Amendment includes a Monthly Equipment Buyout Amount, this amount is in addition to any previous Buyout Amount associated with the Agreement, and will be included in the Monthly Minimum Charge (unless the Agreement does not include a Monthly Minimum Charge in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. Should the Agreement be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts, including any previous Buyout Funds balance, owed under the Agreement, an amount equal to the remaining principal balance of these Buyout Funds.

7. If, in conjunction with providing Services hereunder, Xerox has provided funds ("3rd Party Funds") to acquire certain Xerox-brand equipment and/or non-Xerox brand equipment ("3rd Party Equipment") and/or license software ("3rd Party Software"), then the Monthly Minimum Charge includes a 3rd Party Funds Payment Amount ("Payment Amount"), unless the Agreement does not include a Monthly Minimum Charge, in which case this monthly Payment Amount will be shown as a separate line item on your invoice. The 3rd Party Funds associated with this Amendment is in addition to any previous 3rd Party Funds associated with the Agreement. If the Agreement is terminated prior to expiration for any reason, or a unit of 3rd Party Equipment/Software is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts due and owing hereunder, including any previous 3rd Party Funds balance, that portion of the balance of 3rd Party Funds that is associated with each affected unit of 3rd Party Equipment/Software, discounted through the end of the Agreement term at the higher of 6% or the lowest rate allowed by law. You agree to maintain the manufacturer's maintenance services agreement for any remaining 3rd Party Equipment, as well as any applicable software licenses during the period that the 3rd Party Software is in use. Express warranties, if any, for such equipment shall be available to you. However, if such warranties are not available or have expired, cost of replacement shall be your sole expense.

8. Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, fuser agent, and staples) required to make impressions up to 8 1/2 by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in paragraph 1 of this Amendment. If the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Amendment upon thirty (30) days notice or either party may terminate the paper portion of this Amendment upon thirty (30) days notice.

9. If set forth herein, Xerox will provide the Services as defined in the attachment(s) checked below. The Services set forth therein supersede and replace any such Services as may have been previously set forth in the Agreement and its amendments, excluding any Nonrecurrent Amendments, and/or attachments.

☐ Supplemental Services Detail Addendum

☐ Statement of Work

☐ Performance Standards Exhibit

☐ Description of Services Addendum

10. If set forth herein, then the attached Equipment/Software Listing Update Addendum provides all known and available serial numbers for Equipment installed under this Agreement, including those for which such serial numbers were not previously known, or available, at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

XEROX CORPORATION

Thomas A. Case
Name (Please Print)

Thomas A. Case
Signature

Controller
Title

12-20-02
Date

Form 52104-3 (10/2002)

CUSTOMER

Jeff Windle
Name (Please Print)

Jeff Windle
Signature

Facilities Mgr.
Title

12-9-02
Date

Configuration Change Amendment with ETC Base Amount
Page 2

DOCUMENT SERVICES AGREEMENT NONCOTERMINOUS AMENDMENT

THE DOCUMENT COMPANY
XEROX

5 Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, fuser agent, and staples) required to make impressions up to 8 1/2 by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in paragraph 1 of this Amendment. If the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Amendment upon thirty (30) days notice or either party may terminate the paper portion of this Amendment upon thirty (30) days notice.

6 If this Amendment includes a Monthly Equipment Buyout Amount, this amount is included in the Monthly Minimum Charge of this Amendment (unless the Amendment does not include a Monthly Minimum Charge in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. The Buyout Funds provided for as part of this Amendment are in addition to any buyout funds provided for previously in the Agreement or any other amendments thereto. Should the Amendment be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts owed under the Amendment, an amount equal to the remaining principal balance of the Buyout Funds.

7 If, in conjunction with providing Equipment hereunder, Xerox has provided funds ("3rd Party Funds") to acquire certain Xerox-brand equipment and/or non-Xerox brand equipment ("3rd Party Equipment") and/or to license software ("3rd Party Software"), then the Monthly Minimum Charge of this Amendment includes a 3rd Party Funds Payment Amount ("Payment Amount"), unless the Amendment does not include a Monthly Minimum Charge, in which case this monthly Payment Amount will be shown as a separate line item on your invoice. The 3rd Party Funds that are provided for as part of this Amendment are in addition to any 3rd Party Funds provided for previously in the Agreement or any other amendments thereto. If this Amendment is terminated prior to its expiration for any reason, or a unit of 3rd Party Equipment/Software is removed or replaced prior to its expiration, you agree to pay to Xerox in addition to any other amounts due and owing hereunder, that portion of the balance of 3rd Party Funds that is associated with each affected unit of 3rd Party Equipment/Software, discounted through the end of the Amendment term at the higher of 8% or the lowest rate allowed by law. You agree to maintain the manufacturer's maintenance services agreement for any remaining 3rd Party Equipment, as well as any applicable software licenses during the period that the 3rd Party Software is in use. Express warranties, if any, for such equipment shall be available to you. However, if such warranties are not available or have expired, cost of replacement shall be your sole expense.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment relating to the Equipment provided under this Amendment, this Amendment will control.

XEROX CORPORATION

Thomas A. Choe
Name (Please Print)
Thomas A. Choe
Signature
Controller
Title
12-2-02
Date

CUSTOMER

Jeff Windle
Name (Please Print)
Jeff Windle
Signature
Facilities Manager
Title
11-21-02
Date

Individual Site Agreement No. 2411043 (Form A) to
Master Document Services Agreement No. 7007677

Attachment A

THE DOCUMENT COMPANY

XEROX

Customer Name (Bill to)	Fleming Companies, Inc.	<input type="checkbox"/> Attached P.O. #
Street Address	5701 N Sharte	
City County, State, Zip Code	Oklahoma City OK 73126	
SERVICES PROVIDED (as described herein or on attached Addenda)		
<input checked="" type="checkbox"/> Document Production Services	<input type="checkbox"/> Off-Site Document Mgmt Services (Addendum Attached)	
<input type="checkbox"/> Office Document Services	<input type="checkbox"/> Other (Addendum Attached):	
<input checked="" type="checkbox"/> Mailroom and Distribution Services	<input type="checkbox"/> Other (Addendum Attached):	
<input type="checkbox"/> Record Mgmt Services	<input type="checkbox"/> Other (Addendum Attached):	
Additional Services Detail (incl. Locations covered):		

☒ Supplemental Services Detail Addendum Attached

Equipment / Software Included

Equipment Model / Software	Serial Number	Status Description	Installation Location
6100PM	TBD	XBS Owned	Oklahoma City
DTCNTRL-1	TBD	XBS Owned	Oklahoma City
DIGIPRO3	TBD	XBS Owned	Oklahoma City
DIGIPC3	TBD	XBS Owned	Oklahoma City
DC432AS	TBD	XBS Owned	Oklahoma City
DC440AS	TBD	XBS Owned	Oklahoma City
DC440AS	TBD	XBS Owned	Oklahoma City
DC440AS	TBD	XBS Owned	Oklahoma City
DC440AS	TBD	XBS Owned	Oklahoma City
DC440AS	TBD	XBS Owned	Oklahoma City
DC440AS	TBD	XBS Owned	Oklahoma City
DC440AS	TBD	XBS Owned	Oklahoma City

☒ Supplemental Equipment/Software Addendum Attached ☐ Monthly Equipment Buyout Amount \$

PRICING INFORMATION

Agreement Period	Monthly Minimum Charge	Impressions Included in Minimum B/W	Charge per Impression Above Minimum B/W	Agreement Term
12/01/2002 to 11/30/2003	\$ 44,817.00	0	\$ 0.0077	12/01/2002 ✓
12/01/2003 to 11/30/2004	\$ 44,817.00	0	\$ 0.0077	to ✓
12/01/2004 to 11/30/2005	\$ 44,817.00	0	\$ 0.0077	11/30/2005 ✓
to	\$		\$	
to	\$		\$	

Additional Pricing Detail

☐ 20lb. White Paper Included Within Monthly Minimum

Impressions made on 6100PM to bill at \$0.0082 per impression. Fax supplies are not included in monthly minimum charge. Supplies to be ordered at current Xerox rates

☐ Supplemental Pricing Addendum Attached☐ Agreement Addendum Attached

This ISA may only be amended in a writing signed by both parties.

Agreement Presented by:

Name: Jerry Reeves

Phone: 405-749-7330

Customer:

Name: Jeff Windle

Phone: 972-986-2400

Xerox Corporation - Acceptance by:

Name: Thomas A. Chae

Date: 10-21-02

Title: Mgr, Facilities/Office Serv. Date: 10-16-02

Title: Controller

Signature

Customer Signature

DOCUMENT SERVICES AGREEMENT CONFIGURATION CHANGE AMENDMENT WITH ETC BASE AMOUNT

THE DOCUMENT COMPANY
XEROX

5. The ETC Base Amount associated with the Agreement is revised by \$60 under this Amendment. The total ETC Base Amount is revised to be \$956 times the number of months remaining in the Agreement.

6. If this Amendment includes a Monthly Equipment Buyout Amount, this amount is in addition to any previous Buyout Amount associated with the Agreement, and will be included in the Monthly Minimum Charge (unless the Agreement does not include a Monthly Minimum Charge in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. Should the Agreement be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts, including any previous Buyout Funds balance, owed under the Agreement, an amount equal to the remaining principal balance of these Buyout Funds.

7. If, in conjunction with providing Services hereunder, Xerox has provided funds ("3rd Party Funds") to acquire certain Xerox-brand equipment and/or non-Xerox brand equipment ("3rd Party Equipment") and/or license software ("3rd Party Software"), then the Monthly Minimum Charge includes a 3rd Party Funds Payment Amount ("Payment Amount"), unless the Agreement does not include a Monthly Minimum Charge, in which case this monthly Payment Amount will be shown as a separate line item on your invoice. The 3rd Party Funds associated with this Amendment is in addition to any previous 3rd Party Funds associated with the Agreement. If the Agreement is terminated prior to expiration for any reason, or a unit of 3rd Party Equipment/Software is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts due and owing hereunder, including any previous 3rd Party Funds balance, that portion of the balance of 3rd Party Funds that is associated with each affected unit of 3rd Party Equipment/Software, discounted through the end of the Agreement term at the higher of 8% or the lowest rate allowed by law. You agree to maintain the manufacturer's maintenance services agreement for any remaining 3rd Party Equipment, as well as any applicable software licenses during the period that the 3rd Party Software is in use. Express warranties, if any, for such equipment shall be available to you. However, if such warranties are not available or have expired, cost of replacement shall be your sole expense.

8. Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, fuser agent, and staples) required to make impressions up to 8 1/2 by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in paragraph 1 of this Amendment. If the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Amendment upon thirty (30) days notice or either party may terminate the paper portion of this Amendment upon thirty (30) days notice.

9. If set forth herein, Xerox will provide the Services as defined in the attachment(s) checked below. The Services set forth therein supercede and replace any such Services as may have been previously set forth in the Agreement and its amendments, excluding any Nonconterminous Amendments, and/or attachments.

☐ Supplemental Services Detail Addendum
☐ Performance Standards Exhibit

☐ Statement of Work
☐ Description of Services Addendum

10. If set forth herein, then the attached Equipment/Software Listing Update Addendum provides all known and available serial numbers for Equipment installed under this Agreement, including those for which such serial numbers were not previously known, or available, at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

XEROX CORPORATION

Name (Please Print)

Signature

Title

Date

CUSTOMER

Name (Please Print)

Signature

Title

Date

DOCUMENT SERVICES AGREEMENT CONFIGURATION CHANGE AMENDMENT WITH ETC BASE AMOUNT

THE DOCUMENT COMPANY
XEROX

5. The ETC Base Amount associated with the Agreement is revised by \$60 under this Amendment. The total ETC Base Amount is revised to be \$956 times the number of months remaining in the Agreement.

6. If this Amendment includes a Monthly Equipment Buyout Amount, this amount is in addition to any previous Buyout Amount associated with the Agreement, and will be included in the Monthly Minimum Charge (unless the Agreement does not include a Monthly Minimum Charge in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. Should the Agreement be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts, including any previous Buyout Funds balance, owed under the Agreement, an amount equal to the remaining principal balance of these Buyout Funds.

7. If, in conjunction with providing Services hereunder, Xerox has provided funds ("3rd Party Funds") to acquire certain Xerox-brand equipment and/or non-Xerox brand equipment ("3rd Party Equipment") and/or license software ("3rd Party Software"), then the Monthly Minimum Charge includes a 3rd Party Funds Payment Amount ("Payment Amount"), unless the Agreement does not include a Monthly Minimum Charge, in which case this monthly Payment Amount will be shown as a separate line item on your invoice. The 3rd Party Funds associated with this Amendment is in addition to any previous 3rd Party Funds associated with the Agreement. If the Agreement is terminated prior to expiration for any reason, or a unit of 3rd Party Equipment/Software is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts due and owing hereunder, including any previous 3rd Party Funds balance, that portion of the balance of 3rd Party Funds that is associated with each affected unit of 3rd Party Equipment/Software, discounted through the end of the Agreement term at the higher of 8% or the lowest rate allowed by law. You agree to maintain the manufacturer's maintenance services agreement for any remaining 3rd Party Equipment, as well as any applicable software licenses during the period that the 3rd Party Software is in use. Express warranties, if any, for such equipment shall be available to you. However, if such warranties are not available or have expired, cost of replacement shall be your sole expense.

8. Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, fuser agent, and staples) required to make impressions up to 8 1/2 by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in paragraph 1 of this Amendment. If the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Amendment upon thirty (30) days notice or either party may terminate the paper portion of this Amendment upon thirty (30) days notice.

9. If set forth herein, Xerox will provide the Services as defined in the attachment(s) checked below. The Services set forth therein supercede and replace any such Services as may have been previously set forth in the Agreement and its amendments, excluding any Nonterminous Amendments, and/or attachments.

☐ Supplemental Services Detail Addendum

☐ Statement of Work

☐ Performance Standards Exhibit

☐ Description of Services Addendum

10. If set forth herein, then the attached Equipment/Software Listing Update Addendum provides all known and available serial numbers for Equipment installed under this Agreement, including those for which such serial numbers were not previously known, or available, at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

XEROX CORPORATION

Name (Please Print)

Signature

Title

Date

CUSTOMER

Name (Please Print)

Signature

Title

Date

DOCUMENT SERVICES AGREEMENT
CONFIGURATION CHANGE AMENDMENT WITH ETC BASE AMOUNT

THE DOCUMENT COMPANY
XEROX

THIS AMENDMENT Number 5 (the "Amendment") amends Agreement Number **2411164** (the "Agreement") between Fleming Companies, Inc ("you" or "Customer") and Xerox

1 The following Equipment/Software is added to the Agreement. Unless and until you purchase the equipment, you hereby authorize Xerox or its agents to execute on your behalf all documents necessary to protect Xerox's rights in the equipment (including any Uniform Commercial Code protective filings in favor of Xerox)

Equipment Model / Software	Serial Number	Status Description	Installation Location	Supplies Included in Pricing	
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
				<input type="checkbox"/> Yes	<input type="checkbox"/> No

2 The following Equipment/Software is removed from the Agreement.

Equipment Model / Software	Serial Number	Status Description	Installation Location
5614ZSD ✓	2KU075350 ✓	Xerox Owned - Non OPB	Salt Lake Division

3 The pricing for the Equipment/Software provided under this Amendment is as follows

Amendment Period (MM/DD/YY)	Monthly Minimum Charge	Impressions Included in Minimum			Charge per Impression Above Minimum		
		B/W on B/W Eq	B/W on Color Eq	Color	B/W on B/W Eq	B/W on Color Eq	Color
01/01/03 to 03/31/03	\$67 ✓	0 ✓					
to							
to							
to							
to							
to							
<input type="checkbox"/> Monthly Equipment Buyout Amount				<input type="checkbox"/> 3 rd Party Funds Payment Amount			
<input type="checkbox"/> Supplemental Equipment/Software Listing Addendum Attached				<input type="checkbox"/> 20lb White Paper Included Within Pricing			

4 Excluding any Noncoterminous Amendment pricing, revised total Agreement pricing, reflective of the above changes, regarding the Monthly Minimum Charge, which includes the total Monthly Equipment Buyout Amounts and/or 3rd Party Funds Payment Amounts (as applicable), the Impressions Included in Minimum, and the Charge per Impression above Minimum, for the Services provided under the Agreement, is as follows All other pricing under the Agreement remains as stated in the Agreement.

Agreement Period (MM/DD/YY)	Monthly Minimum Charge	Impressions Included in Minimum			Charge per Impression Above Minimum		
		B/W on B/W Eq	B/W on Color Eq	Color	B/W on B/W Eq	B/W on Color Eq	Color
01/01/03 to 03/31/03	\$957	0					
to							
to							
to							
to							
to							
<input checked="" type="checkbox"/> Supplemental Pricing Addendum Attached				<input type="checkbox"/> Other Addendum Attached			

1024
-67

957

DOCUMENT SERVICES AGREEMENT CONFIGURATION CHANGE AMENDMENT WITH ETC BASE AMOUNT

THE DOCUMENT CONTRACT

XEROX*Contract is in extension*

5 The ETC Base Amount associated with the Agreement is revised by \$1,552 under this Amendment. The total ETC Base Amount is revised to be \$1,555 times the number of months remaining in the Agreement.

6 If this Amendment includes a Monthly Equipment Buyout Amount, this amount is in addition to any previous Buyout Amount associated with the Agreement, and will be included in the Monthly Minimum Charge (unless the Agreement does not include a Monthly Minimum Charge in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. Should the Agreement be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts, including any previous Buyout Funds balance, owed under the Agreement, an amount equal to the remaining principal balance of these Buyout Funds.

7 If, in conjunction with providing Services hereunder, Xerox has provided funds ("3rd Party Funds") to acquire certain Xerox-brand equipment and/or non-Xerox brand equipment ("3rd Party Equipment") and/or license software ("3rd Party Software"), then the Monthly Minimum Charge includes a 3rd Party Funds Payment Amount ("Payment Amount"), unless the Agreement does not include a Monthly Minimum Charge, in which case this monthly Payment Amount will be shown as a separate line item on your invoice. The 3rd Party Funds associated with this Amendment is in addition to any previous 3rd Party Funds associated with the Agreement. If the Agreement is terminated prior to expiration for any reason, or a unit of 3rd Party Equipment/Software is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts due and owing hereunder, including any previous 3rd Party Funds balance, that portion of the balance of 3rd Party Funds that is associated with each affected unit of 3rd Party Equipment/Software, discounted through the end of the Agreement term at the higher of 6% or the lowest rate allowed by law. You agree to maintain the manufacturer's maintenance services agreement for any remaining 3rd Party Equipment, as well as any applicable software licenses during the period that the 3rd Party Software is in use. Express warranties, if any, for such equipment shall be available to you. However, if such warranties are not available or have expired, cost of replacement shall be your sole expense.

8 Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, fuser agent, and staples) required to make impressions up to 8 1/2 by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in paragraph 1 of this Amendment. If the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Amendment upon thirty (30) days notice or either party may terminate the paper portion of this Amendment upon thirty (30) days notice.

9 If set forth herein, Xerox will provide the Services as defined in the attachment(s) checked below. The Services set forth therein supercede and replace any such Services as may have been previously set forth in the Agreement and its amendments, excluding any Nonconterminous Amendments, and/or attachments.

- ☐ Supplemental Services Detail Addendum
☐ Performance Standards Exhibit

- ☐ Statement of Work
☐ Description of Services Addendum

10. If set forth herein, then the attached Equipment/Software Listing Update Addendum provides all known and available serial numbers for Equipment installed under this Agreement, including those for which such serial numbers were not previously known, or available, at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

XEROX CORPORATION

Name (Please Print)

Signature

Title

Date

CUSTOMER

Name (Please Print)

Signature

Title

Date

1 The following Equipment is in addition to that being removed in the document checked below

☒ **Amendment Number 11 to Agreement Number 2411039**

[illegible]

Southaven

XEROX BUSINESS SERVICES

CONFIGURATION CHANGE AMENDMENT # 18

This Amendment ("Amendment") revises the terms and conditions of Agreement # 2411037 existing between Fleming Companies, Inc. ("Fleming") and Xerox Corporation ("Xerox"), acting through Xerox Business Services ("XBS"), a business unit of Xerox, as shown below:

1. The following Equipment/Software ("Configuration") is added to the Agreement.

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
---------------------------------	----------------------	---------------------------

2. The following Equipment/Software ("Configuration") is removed from the Agreement:

<u>Equipment Model/Software</u>	<u>Serial Number</u>	<u>Status Description</u>
Xerox 5830	3WU074962	XBS Owned
Xerox 5626	5WT132804	XBS Owned
Xerox 5365FINV	6W6311691	XBS Owned
Xerox DC2148	L7G026906	XBS Owned

3. Pricing for the Services provided under this Agreement, reflecting the changes shown, is as follows:

<u>Agreement Period</u>	<u>Monthly Minimum Charge</u>	<u>Impression Charges</u>	<u>Decentralized</u>
09/15/02 to 09/30/02	\$1,251	Centralized \$0.008	\$0.012
to	\$		\$0.
to	\$		\$0.

4. The ETC Base Amount is revised by \$901 under this Amendment. The total ETC Base Amount is revised to be \$1,731 for the remaining term of the Agreement.
5. The attached Exhibit III has been revised to set forth serial numbers for Equipment installed under this Agreement for which such serial numbers were not previously known, or available, at the time of installation.

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Fleming Companies, Inc.

Xerox Corporation

Jeff Windle
Name (Please Print)
Jeff Windle
Signature
Facilities Manager
Title
9-24-02
Date

Theresa A. Cave
Name (Please Print)
Theresa A. Cave
Signature
Controller
Title
10-17-02
Date

config24.doc

XEROX BUSINESS SERVICES

INDIVIDUAL SITE AGREEMENT 2411470

This Individual Site Agreement ("ISA") is issued per the terms and conditions of Master Agreement 2411028 ("Agreement") existing between Fleming Companies, Inc ("Customer" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), have agreed for XBS to provide document management services ("Services") for you. In the event of a conflict between the terms and conditions of this ISA and the Agreement, the terms and conditions of the Agreement shall control.

1 XBS will provide Services to you at the following location

Fleming Company
2455 West 1500 South
Salt Lake City UT 84104
801-973-5500

2 TERM

The term of this ISA will be the 60-month period from July 1, 2000 through June 30, 2005. If you and XBS mutually agree to begin Services partially and/or early, we will bill you on a pro rata basis, based on a 30-day billing month.

3 PRICING

Pricing for the Services provided under this ISA is displayed in Exhibit I, attached hereto and made part hereof by this reference.

4 PERFORMANCE STANDARDS

XBS will provide Services in accordance with the Performance Standards ("Standards") as mutually agreed to and set forth in Exhibit II, attached hereto and made part hereof by this reference. If you believe that we are not performing in compliance with the Standards, you will notify XBS in writing of the specific non-performance, and authorized representatives of both parties will meet to discuss these issues. We will then correct any non-performance within 30 days of notification from you, provided, however, if we fail to do so, you may terminate this ISA without incurring Early Termination Charges.

5 SERVICES

In performing Services under this ISA

a Personnel

- (i) We will provide sufficient XBS-trained personnel to perform the Services established pursuant to this ISA and/or as set forth in the Performance Standards.
- (ii) XBS personnel performing Services under this ISA will perform in a professional manner and will comply with all of your applicable security and safety regulations. You will provide copies, and any applicable updates, to us for communication to our personnel.
- (iii) If you are dissatisfied with the performance of any XBS personnel, notify XBS of the specific deficiencies in writing, and we will address these non-performance issues within 5 days. If you remain dissatisfied with such performance after we have taken remedial action, we will remove such personnel and provide a replacement. If, in your judgment, you believe that the actions of such personnel warrants immediate action, you will contact XBS and provide the grounds for the request and XBS will act accordingly.

b Equipment/Software

b Equipment/Software

We will provide and/or operate the Equipment/Software listed in Exhibit III attached hereto and made part hereof by this reference and we will keep the Equipment in good working order during the term of this ISA

c Supplies/Materials

Standard supplies (toner, developer, fuser agent and staples) required to make impressions for Services shall be provided by XBS Paper and/or non-standard supplies may be ordered and will be billed according to usage per then-current XBS supply prices

6 INVOICES

Invoices which will include applicable state and local sales taxes are payable upon receipt but will not be considered delinquent if paid within thirty (30) days XBS will provide in invoice at the beginning of each month for the Monthly Minimum Charge, plus all additional charges from the previous month not included within the Monthly Minimum Charge Invoices will be sent to the following address

Fleming Company
2929 Stateline Drive
Southaven MS 38671
Jody Taylor

7 PURCHASE ORDERS

Customer agrees that any purchase order or similar document (PO) issued under this Agreement or an ISA will be for ordering purposes only Such PO must reference the ISA number identified on the signature page of such ISA and will be subject solely to the terms and conditions of such ISA, notwithstanding anything contained in the PO which is at variance with, or additional to the ISA

8 LEASE BUYOUT

In the event the customer requests that XBS provide Buyout Funds for the purpose of retiring Customer's Lease obligations for Customer-leased equipment, the following language shall be added to an ISA for such buyout XBS has provided funds (' Buyout Funds) to you under this ISA to retire the debt on your existing lease obligations A Monthly Buyout Funds Payment Amount of \$0 is included in the Monthly Minimum Charge for each remaining month of the ISA until the Buyout Funds are paid in full Should this ISA be terminated before the expiration of its term for any reason you agree to pay to XBS in addition to any applicable Early Termination Charges an amount equal to the remaining principal balance of the Buyout Funds provided by XBS less any future, unearned interest

This ISA including its Exhibits constitutes the complete agreement between us and supersedes all prior written or oral agreements regarding the Services

Fleming Companies Inc

Xerox Business Services
Division of Xerox Corporation

Kenneth Johnson
Name (Please Print)
Kenneth Johnson
Signature
Dir. Facilities, Maint & Energy
Title
3/15/01
Date

David Farrell
Name (Please Print)
David Farrell
Signature
Ops Controller
Title
3-20-01
Date

XEROX BUSINESS SERVICES

INDIVIDUAL SITE AGREEMENT 7001380

This Individual Site Agreement ("ISA") is issued per the terms and conditions of Master Agreement 2411028 ("Agreement") existing between Fleming Companies, Inc ("Customer" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), have agreed for XBS to provide document management services ("Services") for you. In the event of a conflict between the terms and conditions of this ISA and the Agreement, the terms and conditions of the Agreement shall control.

1 XBS will provide Services to you at the following location

Fleming Company
1550 NE Loop 410
Suite 100
San Antonio TX 78209
Debbie Heidelberg
210-659-6140

2 TERM

The term of this ISA will be the 60-month period from November 1, 2000 through September 30, 2005. If you and XBS mutually agree to begin Services partially and/or early, we will bill you on a pro rata basis, based on a 30-day billing month.

3 PRICING

Pricing for the Services provided under this ISA is displayed in Exhibit I, attached hereto and made part hereof by this reference.

4 PERFORMANCE STANDARDS

XBS will provide Services in accordance with the Performance Standards ("Standards") as mutually agreed to and set forth in Exhibit II, attached hereto and made part hereof by this reference. If you believe that we are not performing in compliance with the Standards, you will notify XBS in writing of the specific non-performance, and authorized representatives of both parties will meet to discuss these issues. We will then correct any non-performance within 30 days of notification from you, provided, however, if we fail to do so, you may terminate this ISA without incurring Early Termination Charges.

5 SERVICES

In performing Services under this ISA

a Personnel

- (i) We will provide sufficient XBS-trained personnel to perform the Services established pursuant to this ISA and/or as set forth in the Performance Standards.
- (ii) XBS personnel performing Services under this ISA will perform in a professional manner and will comply with all of your applicable security and safety regulations. You will provide copies, and any applicable updates, to us for communication to our personnel.
- (iii) If you are dissatisfied with the performance of any XBS personnel, notify XBS of the specific deficiencies in writing, and we will address these non-performance issues within 5 days. If you remain dissatisfied with such performance after we have taken remedial action, we will remove such personnel and provide a replacement. If, in your judgment, you believe that the actions of such personnel warrants immediate action, you will contact XBS and provide the grounds for the request and XBS will act accordingly.

b Equipment/Software

THE DOCUMENT COMPANY
XEROX

SERVICES PROVIDED (as described herein or on attached Addenda)

☒ Supplemental Services Detail Addendum Attached

<input type="checkbox"/> Supplemental Equipment/Software Addendum Attached	<input type="checkbox"/> Monthly Equipment Buyout Amount \$0.00
--	---

Thomas G. Larson
Customer Signature

XEROX BUSINESS SERVICES
INDIVIDUAL SITE AGREEMENT 7004268

This Individual Site Agreement ("ISA") is issued per the terms and conditions of Master Agreement 2411028 ("Agreement") existing between Fleming Companies Inc ("Customer" or "You") and Xerox Business Services ("XBS", "We", or "Us"), a division of Xerox Corporation ("Xerox"), have agreed for XBS to provide document management services ("Services") for you. In the event of a conflict between the terms and conditions of this ISA and the Agreement, the terms and conditions of the Agreement shall control.

1 XBS will provide Services to you at the following location:

Fleming Company
3405 Meyer Road
Fort Wayne IN 46803
219-450-0917

2 TERM

The term of this ISA will be the 60-month period from June 1, 2001 through May 31, 2006. If you and XBS mutually agree to begin Services partially and/or early, we will bill you on a pro rata basis, based on a 30 day billing month.

3 PRICING

Pricing for the Services provided under this ISA is displayed in Exhibit I, and Exhibit IA attached hereto and made part hereof by this reference.

4 PERFORMANCE STANDARDS

XBS will provide Services in accordance with the Performance Standards ("Standards") as mutually agreed to and set forth in Exhibit II, attached hereto and made part hereof by this reference. If you believe that we are not performing in compliance with the Standards, you will notify XBS in writing of the specific non-performance, and authorized representatives of both parties will meet to discuss these issues. We will then correct any non-performance within 30 days of notification from you, provided, however, if we fail to do so, you may terminate this ISA without incurring Early Termination Charges.

5 SERVICES

In performing Services under this ISA:

a Personnel

- (i) We will provide sufficient XBS-trained personnel to perform the Services established pursuant to this ISA and/or as set forth in the Performance Standards.
- (ii) XBS personnel performing Services under this ISA will perform in a professional manner and will comply with all of your applicable security and safety regulations. You will provide copies and any applicable updates to us for communication to our personnel.
- (iii) If you are dissatisfied with the performance of any XBS personnel, notify XBS of the specific deficiencies in writing, and we will address these non-performance issues within 5 days. If you remain dissatisfied with such performance after we have taken remedial action, we will remove such personnel and provide a replacement. If, in your judgment, you believe that the actions of such personnel warrants immediate action, you will contact XBS and provide the grounds for the request and XBS will act accordingly.

THE DOCUMENT COMPANY
XEROX

Customer Name (Bill to)	Fleming Companies Inc.	<input type="checkbox"/> Attached P O #
Street Address	2600 McCree	
City, County, State Zip Code	Garland TX 75041	

SERVICES PROVIDED (as described herein or on attached Addenda)

<input checked="" type="checkbox"/>	Document Production Services	<input type="checkbox"/>	Off-Site Document Mgmt Services (Addendum Attached)
<input type="checkbox"/>	Office Document Services	<input checked="" type="checkbox"/>	Other (Addendum Attached) Fleet Management
<input checked="" type="checkbox"/>	Mallroom and Distribution Services	<input type="checkbox"/>	Other (Addendum Attached)
<input type="checkbox"/>	Record Mgmt Services	<input type="checkbox"/>	Other (Addendum Attached)

Additional Services Detail (incl. Locations covered).

☒ Supplemental Services Detail Addendum Attached

Equipment / Software Included

[illegible]☐ Supplemental Equipment/Software Addendum Attached☐ Monthly Equipment Buyout Amount \$0.00

PRICING INFORMATION

Agreement Period	Monthly Minimum Charge	Impressions Included in Minimum		Charge per Impression Above Minimum		Agreement Term
		B/W	Color	B/W	Color	
09/01/2002 to 08/31/2003	\$ 4,755.00	0		\$ 0.0068	\$	09/01/2002 to 08/31/2005 10 3
09/01/2003 to 08/31/2004	\$ 4,755.00	0		\$ 0.0068	\$	
09/01/2004 to 08/31/2005	\$ 4,755.00	0		\$ 0.0068	\$	
to	\$			\$	\$	
to	\$			\$	\$	

Additional Pricing Detail

☐ 20lb. White Paper Included Within Monthly Minimum☐ Supplemental Pricing Addendum Attached

☐ Agreement Addendum Attached:

This ISA may only be amended in a writing signed by both parties

Agreement Presented by:

Name Jerry Reeves Phone 405-748-7930

Customer

Name. Nicholas E. Anderson Phone 972-906-1142

Xerox Corporation - Acceptance by:

Name: Diane M. Solzak Date: 8-28-02

Time 5:00 PM Date 8/8/02

Title CASE FILES

Signature

Customer Signature



Commercial Law Department
Xerox Capital Services, LLC
Post Office Box 660506
Dallas Texas 75266-9937
Telephone 972-420-5114
Facsimile 972-420-5625

Barbara E Kirby
Attorney at Law
Admitted State Bar of Texas

June 5, 2003

[Clerk of the Court]
[U S Bankruptcy Court]

Re DEBTOR LISTED ON ATTACHED PROOF OF CLAIM

Dear Sir or Madam

Attached is the Proof of Claim of Xerox Corporation for the above captioned matter. Copies of collateral document(s) which form the basis of this claim are attached herewith.

Please be advised that the enclosed claim does not replace, amend or otherwise supersede any other claims previously filed by Xerox Corporation. We request that the matrix of Creditors, papers and all pleadings be served upon the Corporation at the following address:

Xerox Capital Services LLC
Commercial Law Department
P O Box 660506
Dallas, TX 75266-9937
Attention: Vanessa Adams

Please acknowledge receipt of the Proof of Claim by affixing your time-stamp on the enclosed copy and return it to my attention in the enclosed, self-addressed postage paid envelope.

Thank you for your courtesy and cooperation.

Sincerely,

Administrative services and solutions provided by Xerox Capital Services LLC
Headquarters: 100 Clinton Avenue South, Rochester, New York 14644

• Xerox Corporation is a member of Xerox Capital Services LLC •

This collection agency is licensed by the Office of the Administrator of the Division of Banking, P O Box 7876 Madison, Wisconsin 53707 •

• This communication may be in reference to obligations with Xerox Corporation and / or certain of its subsidiaries •