



UNITED STATES BANKRUPTCY COURT For the District of Delaware		PROOF OF CLAIM
In re Fleming Companies, Inc , et al		Case Number 03-10945 (MFW)
NOTE: This claim should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Creditor Name (Person or entity debtor owes) The B & F System, Inc Address Line 1 3920 S Walton Walker Blvd Address Line 2 Address Line 3 City, Dallas, Texas 75236-1510 ST ZIP		<input type="checkbox"/> 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 type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.

REC'D JUL 17 2003

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 3 accounts 137138, 142316, 307951		<input type="checkbox"/> replaces <input type="checkbox"/> amends Check here if this claim is a previously filed claim dated _____						
1 BASIS FOR CLAIM <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> Taxes <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) <input type="checkbox"/> Money loaned <input type="checkbox"/> Other (Describe Briefly) Your social security No _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		2 Date Debt Incurred (MMDDYY) <table border="1"> <tr> <td>0</td><td>5</td> <td>1</td><td>9</td> <td>0</td><td>2</td> </tr> </table>	0	5	1	9	0	2
0	5	1	9	0	2			
		3 If Court Judgment, Date Obtained <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>						

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

<input type="checkbox"/> SECURED CLAIM Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____	<input type="checkbox"/> UNSECURED PRIORITY CLAIM Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor a business whichever is earlier 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal family, or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a) _____
---	--

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

5 AMOUNT OF CLAIM AT TIME CASE FILED

(Secured)	(Unsecured Nonpriority)	(Unsecured Priority)																														
<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><td></td><td></td><td>2</td><td>8</td><td>3</td><td>6</td><td>8</td><td>8</td><td>3</td><td></td></tr></table>			2	8	3	6	8	8	3		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
		2	8	3	6	8	8	3																								

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

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

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

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

THIS SPACE IS FOR COURT USE ONLY

Date 7/9/03	Sign and print the name and title (if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)) ED BRASSERT, CONTROLLER <i>Ed Brassert</i>
-----------------------	--

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 3571

Fleming Companies Claim



01572

U S BANKRUPTCY COURT-DISTRICT OF DELAWARE

INSTRUCTIONS FOR COMPLETING CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began, in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to be debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Nonpriority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Court, Name of Debtor, and Case Number

If not already pre-printed, fill in the name of the federal judicial district where the bankruptcy case was filed (for example Central District of California), the name of the debtor in the In re space provided and the name of the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor.

If not already pre-printed, complete this section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or amends a proof of claim that was already filed, check the appropriate box on the form.

1 Basis for Claim.

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

2 Date Debt Incurred

Fill in the date the debt was first owed by the debtor. Use the format MMDDYY (ie 100196 for October 1, 1996).

3 Court Judgments

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Classification of Claim

Check either Secured, Unsecured Nonpriority or Unsecured Priority as appropriate. (See **DEFINITIONS** above.)

5 Amount of Claim

Insert the amount of claim at the time the case was filed in the appropriate box based on your selected Classification of Claim in item 4. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

6.7.8 Please read - Important information

Upon completion of this claim form, you are certifying that the statements herein are true.

Be sure to date the claim and place original signature of claimant or person making claim for creditor where indicated at the bottom of the claim form. Please type or print name of individual under the signature. Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable".

**RETURN CLAIM FORM (WITH ATTACHMENTS, IF ANY)
IF A CHAPTER 13 CASE INCLUDE A SECOND COPY WITH
ANY ATTACHMENTS**

U.S. BANKRUPTCY COURT
ATTN: CLAIMS
824 MARKET STREET
5TH FLOOR
WILMINGTON, DELAWARE 19801



Est 1950

The B&F System, Inc./Maxam Wholesale
3920 S. Walton Walker Blvd • Dallas, Texas 75236-1510
Phone: (214)333-2111 • Fax: (214)333-2137
www.bnfusa.com

Automotive January 30, 2003

REVISED

Briefcases Fleming Companies Lacrosse
Cameras PO Box 26680
Oklahoma City, OK 75126

Clocks

Coats
Cutlery ATTN ACCOUNTS PAYABLE CONTINUITY PROGRAMS

Dinnerware RE: ITALIAN OLIVES DINNERWARE

Electronics Enclosed you will find the final recap sheet for this program Please review it as soon as possible

Games We wish to close this program out as soon as possible

Giftware If you have questions please do not hesitate to call me, my extension is 6285 or send a

Jewelry fax to the number in the letterhead

Kitchenware I will be looking forward to your response on or before 2/3/03

Luggage Sincerely,

Pens *Nancy Dawkins*

Premiums

Sport Knives Nancy Dawkins
Staff Accountant

Sporting Goods

Tableware

PLEASE FAX YOUR RESPONSE

Tools I agree with the final figures a check for \$22,679.20 will be issued on 2/10/03

Watches

Water Filters

*Never received
vyl
7/1/03*

Mark McDavene *Accounts Payable*
Signature Title

I disagree with the final figures (attach dispute) _____ Date _____

Signature

Title

FLEMING GMD
ACCOUNT # 137138
ITALIAN OLIVES
END OF PROGRAM RECAP

8/15/02

SALES

INVOICES	AMOUNT	
13110001	11,786 88	
13185101	77,644 08	
13185601	26,073 00	
14042101	1,853 28	
<hr/>		
TOTAL SALES		117 357 24

PAYMENTS RECEIVED

INVOICES	AMOUNT PAID	AMOUNT HELD BACK
13110001	(7,072 13)	4,714 75
13185601	(15,643 80)	10,429 20
14042101	(1,389 96)	463 32
13185101	(46,586 45)	31,057 63
<hr/>		
TOTAL PAYMENTS		(70,692 34)

DEBIT MEMOS

INVOICES	AMOUNT	
LAG090019	35 40	
LAG130040	20 83	
LGR010012	43 03	
LGR050015	35 56	
1318	1 248 04	
LAGO32964	41,491 80	Return
LAGO32965	2 812 56	Return
LAGO34737	633 12	
<hr/>		
TOTAL DEBITS		46,320 34

CREDIT MEMOS (Returns/Damages/Shortages)

INVOICES	AMOUNT	
14288801	(1,223 04)	Corr Pricing Error \$25 Inv Surcharge Disallowed
15944401	(44 551 32)	Whs & Store Return
13713801	(18 546 20)	Additional Return
5876601	(2,308 68)	Additional Return
7727201	(633 12)	Concealed damage oked by Bill Meyer
<hr/>		
TOTAL CREDITS		(67,262 36)

CREDITS (Special)

INVOICES	AMOUNT	REASON
5878401	(3 043 68)	Ad Allowance

TOTAL SP CREDITS	<hr/>	(3 043 68)
BALANCE DUE		<hr/> \$22,679 20

FROM W E Hogan & Assoc

FAX NO 2485577276

Apr 08 2002 05 35PM P2

APR-08-2002 17:00

RAINBOW

1 612 245 5374 P 02/01

DATE February 1, 2002

B&F (MAXAM®) Casual Hand-Painted Dinnerware
Imported from Italy
with coordinating Libbey Glassware

AGREEMENT FORM

PATTERN: Italian Olives

BILLING ADDRESS

Fleming GMD

Lacrosse, WI

ACCOUNT

Rainbow Foods

SHIPPING ADDRESS

Fleming GMD

Lacrosse, WI

VAM REP AND PHONE NUMBER Bill Hogan - 248-557-0760

- 1 **8 weeks plus 2 week clean-up:** All items are put out at the beginning of the promotion. Each week for 8 weeks a new item is featured in your ad with \$2.00 off coupon on feature of the week. During the clean-up period, a \$2.00 off coupon will run good on any item. The above method of advertising including break ad, retail, length of promotion, number of participating stores, break date, cannot be changed without prior written authorization.
- 2 **Number of participating stores:** 44
- 3 **Average weekly volume:** \$500,000
- 4 *** Payment Terms:** 75% - 15 days from date of delivery. Withhold 25% until conclusion of program. Final balance will be billed net 15 days after all returns. 1.5% per month late charge for all past due balances. Debit memos for returns from this program will first be deducted from the balance on this program. If the debit memos exceed the balance due on this program, the excess can be used immediately against other B&F programs or any credit balance will be refunded within 30 days of final reconciliation.
- 5 *** Payment terms will need to be worked out with Fleming C. Gross**
Date of promotion: From March 2, 2002 to July 20, 2002
May 19th to July 13th
- 6 **Returns:** Must be made within 60 days of conclusion of program or no credit will be issued. Only one return will be allowed to include warehouse returns and store returns. Returns must be made with written authorization. 100% credit will be issued on original factory-sealed master cartons. No credit will be issued for damaged merchandise unless it is held for B&F's inspection at the conclusion of the program. B&F will send a representative to count all original factory sealed master cases being returned and will get a count of any damages at that time. B&F must have 21 days lead time to book airfare.
- 7 **Advertising:** 6 1/2 * net sales payable at end of program with proof of advertising. Minimum half-page kick-off ad. Weekly drop-ins required. Break ad must be submitted for approval before it goes to print. All allowances will be sent directly to Rainbow Foods, separately from Fleming reconciliation.
- 8 *** By agreement with Lakes from Duane Show**
Freight: Prepaid both in and out of customer's warehouse. Delivery will be made to ONE distribution center.
- 9 **Claims:** Any claims for shortages or damages must be clearly documented on delivery carrier's bill of lading and such claims must be reported to us in writing within one week of receipt of shipment. Report

FRQ Hogan & Assoc
APR-08-2002 17:10

FAX NO .2485577076
RAINBOW

Apr 08 2002 05 35PM P3
1 012 245 5374 P 03/03

must be accompanied by copy of carrier's bill of lading with proper notation of shortage or damage, otherwise, no credit for shortage or damage will be given.

10 Displays: one display per store supplied at no charge.

11 Desired delivery date is Friday May 1 Merchandise may arrive up to three weeks earlier than desired delivery date since this is a direct import program that has to be shipped early enough to allow for possible FDA, Customs, and port delays and still meet your required date

12. Miscellaneous:

- a Force Majeure - neither party is responsible for delays which occur as a result of war, flood, fire, strike, acts of government, acts of God, or other conditions beyond its control except inability to pay money when due. Both B&F and Rainbow Foods, agree that the promotion will be re-run after the above-mentioned is concluded
- b Initial shipments of product will be made based on mutual consent of buyer and seller.
- c Re-orders will be based on sales reports and/or inventory submitted by the store chains. If the chain insists on more than the re-order recommended by B&F, then returns of item are limited to 50% of the additional amount insisted on by the chain. Reorders of dinnerware are normally shipped the next business day after we receive your faxed copy of the P O or a faxed copy showing the P O number and the quantities required. We cannot ship against verbal request, and we normally cannot ship the same day. Glassware is shipped for us by Libbey, and they normally require five business days lead time to ship after we receive your faxed P.O. or written request showing P O number and quantities.
- d Shipment comes on European Pallets. These pallets are not designed for standard rack storage. Instead, they are designed to be placed on standard pallets for rack storage.
- e Billing by The B&F System, Inc. (Maxam®) Subject to credit approval
- f Store cost and retails are subject to change with 60 days written notice before scheduled break date. Store profit percentage will not be reduced if it is necessary to change prices due to exchange rate, raw material cost, or market conditions.
- g When the representative goes to count returns, the supermarket agrees to stage the merchandise and provide shrink wrap, pallets, and a hand jack or a forklift with driver. B&F's representative will restock by item if necessary, wrap and label for shipping, write up a credit and get the supermarket representative to verify the count so when shipment leaves, both representatives will have agreed on the count. The B&F rep will load the truck to insure safe transit and give a copy of the credit and freight bill to the supermarket representative.

13 Buyer's Limited Sales Tax Permit # is _____ State _____. The taxable merchandise covered by this contract will be resold within the geographical limits of the United States.

14 Accounts payable contact person and phone number _____

ACCEPTED AND AGREED:

SELLER

BY _____

TITLE _____

DATE _____

BUYER

BY Paul Hopper

TITLE GM Category Manager

DATE 4-8-02

FLEMING COMPANY (RAINBOW)
142316
ITALIAN COUNTRYSIDE BAKEWARE
END OF PROGRAM RECAP

7/7/03

SALES

INVOICES	AMOUNT
16196301	67,807 92
16197801	21,770 88

TOTAL SALES	<u> </u>	89,578 80
-------------	-----------------------------	-----------

PAYMENTS RECEIVED

INVOICES	AMOUNT PAID	AMOUNT HELD BACK
16196301	(40,684 75)	27,123 17
16197801	(13,062 53)	8,708 35

TOTAL PAYMENTS	<u> </u>	(53,747 28)
----------------	-----------------------------	-------------

DEBIT MEMOS

INVOICES	AMOUNT
000001619	3,371 20 Refused (not ordered)

TOTAL DEBITS	<u> </u>	3,371 20
--------------	-----------------------------	----------

CREDIT MEMOS (Returns/Damages/Shortages)

INVOICES	AMOUNT
17089501	(3,371 20) Returned did not order see inv# 161963
5905401	(25,081 16) Whs Return

TOTAL CREDITS	<u> </u>	(28,452 36)
---------------	-----------------------------	-------------

CREDITS (Special)

INVOICES	AMOUNT	REASON
5940001	(3,667 59)	6% Ad Allowance

TOTAL SP CREDITS	<u> </u>	(3,667 59)
BALANCE DUE		<u><u>\$7,082 77</u></u>

B&F (MAXAM®)
Hand-Painted Bakeware/Servingware
Imported from Portugal
with coordinating Libbey Glassware

AGREEMENT FORM

BILLING ADDRESSFleming GMDLacrosse, WI**ACCOUNT**Rainbow Foods**SHIPPING ADDRESS**Fleming GMDLacrosse, WI**VAM REP AND PHONE NUMBER** Bill Hogan - 248-557-0760

- 1 **6 weeks plus clean-up** All items are put out at the beginning of the promotion. Each week for 6 weeks a new item is featured in your ad for \$3.00 off with card on feature of the week. During the clean-up period, a \$3.00 TPR will run good on any item. The above method of advertising including break ad, retails, length of promotion, number of participating stores, break date, cannot be changed without prior written authorization.
- 2 **Number of participating stores:** 44
- 3 **Average weekly volume** \$400,000
- 4 **Payment Terms** 60% - 15 days from date of delivery. Withhold 40% until conclusion of program. Final balance will be billed net 15 days after all returns. 1.5% per month late charge for all past due balances. Debit memos for returns from this program will first be deducted from the balance on this program. If the debit memos exceed the balance due on this program, the excess can be used immediately against other B&F programs or any credit balance will be refunded within 30 days of final reconciliation.
- 5 **Date of promotion:** From September 15, 2002 to October 26, 2002
- 6 **Returns:** Must be made within 60 days of conclusion of program or no credit will be issued. Only one return will be allowed to include warehouse returns and store returns. Returns must be made with written authorization. 100% credit will be issued on original factory-sealed master cartons. No credit will be issued for damaged merchandise unless it is held for B&F's inspection at the conclusion of the program. B&F will send a representative to count all original factory sealed master cases being returned and will get a count of any damages at that time. B&F must have 21 days lead time to book airfare.
- 7 **Advertising:** 6% (3% + 3%) net sales payable at end of program with proof of advertising. Minimum half-page kick-off ad. Weekly drop-ins required. Break ad must be submitted for approval before it goes to print. All allowances will be sent directly to Rainbow Foods, separately from Fleming reconciliation.
- 8 **Freight:** Prepaid both in and out of customer's warehouse. Delivery will be made to ONE distribution center.
- 9 **Claims:** Any claims for shortages or damages must be clearly documented on delivery carrier's bill of lading, and such claims must be reported to us in writing within one week of receipt of shipment. Report must be accompanied by copy of carrier's bill of lading with proper notation of shortage or damage, otherwise, no credit for shortage or damage will be given.

AUG-26-2002 13 29

RAINBOW

1 612 945 5374 P 02/06

- 10 **Displays** one display per store supplied at no charge
- 11 **Desired delivery date** is Sept 1 Merchandise may arrive up to three weeks earlier than desired delivery date since this is a direct import program that has to be shipped early enough to allow for possible FDA, Customs, and port delays and still meet your required date
- 12 **Miscellaneous.**
- a Force Majeure - neither party is responsible for delays which occur as a result of war, flood, fire, strike, acts of government, acts of God, or other conditions beyond its control except inability to pay money when due Both B&F and Rainbow Foods agree that the promotion will be re-run after the above-mentioned is concluded
 - b Initial shipments of product will be made based on mutual consent of buyer and seller
 - c Re-orders will be based on sales reports and/or inventory submitted by the store chains If the chain insists on more than the re-order recommended by B&F, then returns of item are limited to 50% of the additional amount insisted on by the chain Reorders of dinnerware are normally shipped the next business day after we receive your faxed copy of the P O or a faxed copy showing the P O number and the quantities required We cannot ship against verbal request, and we normally cannot ship the same day Glassware is shipped for us by Libbey, and they normally require five business days lead time to ship after we receive your faxed P O or written request showing P O number and quantities
 - d Shipment comes on European Pallets These pallets are not designed for standard rack storage Instead they are designed to be placed on standard pallets for rack storage
 - e Billing by The B&F System, Inc (Maxam®) Subject to credit approval
 - f Store cost and retails are subject to change with 60 days written notice before scheduled break date Store profit percentage will not be reduced if it is necessary to change prices due to exchange rate, raw material cost, or market conditions
 - g When the representative goes to count returns, the supermarket agrees to stage the merchandise and provide shrink wrap pallets, and a hand jack or a forklift with driver B&F's representative will restack by item if necessary, wrap and label for shipping, write up a credit and get the supermarket representative to verify the count so when shipment leaves, both representatives will have agreed on the count The B&F rep will load the truck to insure safe transit and give a copy of the credit and freight bill to the supermarket representative
- 13 Buyer's Limited Sales Tax Permit # is _____ State _____ The taxable merchandise covered by this contract will be resold within the geographical limits of the United States
- 14 Accounts payable contact person and phone number. _____

ACCEPTED AND AGREED

SELLER

BY

TITLE

DATE

Sandra Adams
B&F Secretary/Inventory
8/27/02

BUYER

BY

TITLE

DATE

Paul Thompson
Com Category Mgr
8-26-02

ADDENDUM

25% Profit Margin Guarantee for Bakeware for Rainbow Foods

- 1 B&F will issue a credit memo within 30 days of the return of all merchandise to our warehouse if scanned sales show less than 25% gross profit margin including all ad allowances during the 6 week promotion. The profit guarantee does not include the cleanup period. For example, if gross profit margin percentage plus ad allowance percentage does not equal 25%, then B&F will issue a credit memo to bring the cost of goods sold down to achieve the 25% (gross profit percentage plus ad allowance percentage equals 25%). A **REFUND CHECK** will be sent within 30 days for any credit due. Gross profit is the difference between Fleming warehouse cost from B&F and the retail price charged by the stores.

To Qualify for the above

- A Chain must run program for 6 weeks. Product sold at our published rate during first 6 weeks.
- B Weekly scan data must show specifically the number of items sold with Rainbow Easy Save Card each week. If scanning does not, we will use a 70/30 ratio (70% of featured items sold at feature price and 30% sold at regular price).
- C We will assume that all items sold off sale week are at regular retail.
- D Chain must advertise exactly as contract states. This includes size of ads, limits, location of displays and enforcement of giving the coupon discount only when on sale.

It is fully understood that failure to adhere to all the above mentioned qualifications, voids the 25% margin guarantee.

ACCEPTED AND AGREED

SELLER

BY: Sandra Williams

TITLE: B&F Secretary/Treasurer

DATE: 8/17/02

BUYER

BY: Paul Whelan

TITLE: GM Category Mgr

DATE: 8-26-02

FLEMING COMPANY
307951
DIAMOND CUT JUMBO
END OF PROGRAM RECAP

12/14/02

SALES

INVOICES	AMOUNT	
15255601	79,458 12	
<hr/>		
TOTAL SALES		79,458 12

PAYMENTS RECEIVED

INVOICES	AMOUNT PAID	AMOUNT HELD BACK	
15255601	(47,674 87)	31,783 25	
15255601	(31,783 25)	0 00	
15255601	(16,658 47)		
<hr/>			
TOTAL PAYMENTS			(96,116 59) Overpaid

DEBIT MEMOS

INVOICES	AMOUNT	
000001525	48,441 72	
<hr/>		
TOTAL DEBITS		48,441 72

CREDIT MEMOS (Returns/Damages/Shortages)

INVOICES	AMOUNT	
5906501	(30,222 24) Whs Return	
<hr/>		
TOTAL CREDITS		(30,222 24)

CREDITS (Special)

INVOICES	AMOUNT	REASON	
5930801	(2,954 15)	6% Ad Allowance	
<hr/>			
TOTAL SP CREDITS			(2,954 15)
BALANCE DUE			<u>(\$1,393 14)</u>

**B&F (MAXAM®) DIAMOND CUT™ CUTLERY
CUTLERY PROMOTION
(FREE FEATURE KNIFE WITH JUMBO STEAK KNIFE PURCHASE)**

AGREEMENT FORM

BILLING ADDRESS

Fleming GMD
Lacrosse, WI

ACCOUNT

Rainbow Foods

SHIPPING ADDRESS

Fleming GMD
Lacrosse, WI

VAM REP AND PHONE NUMBER Bill Hogan - 248-557-0760

- 1 8 weeks plus clean-up: All items are put out at the beginning of the promotion at sale retail. Each week for 6 weeks a coupon is offered to receive the feature item free with purchase of a jumbo steak knife. During the clean-up period, a coupon will be offered for choice of any feature items free with purchase of a jumbo steak knife. The above method of advertising including break ad, retail, length of promotion, number of participating stores, break date, cannot be changed without prior written authorization.
- 2 Number of participating stores 44
- 3 Average weekly volume \$400,000
- 4 Payment: 60% - 15 days from date of delivery. Withhold 40% until conclusion of program. Final balance will be billed net 15 days after all returns. 1.5% per month late charge for all past due balances. Debit memos for returns from this program will first be deducted from the balance on this program. If the debit memos exceed the balance due on this program, the excess can be used immediately against other B&F programs or any credit balance will be refunded within 30 days of final reconciliation.
- 5 Date of promotion From August 4, 2002 to September 14, 2002
- 6 Returns: Must be made within 60 days of conclusion of program or no credit will be issued. Store returns and warehouse returns must be sent back in one return. Returns made with written authorization. 100% credit on original factory-sealed master cases and original factory-sealed inner packs. No credit will be issued for damaged merchandise unless it is held for B&F's inspection at the conclusion of the program. B&F will send a representative to count all original factory sealed master cartons and original factory sealed inner packs being returned and will get a count of any damages at that time. B&F must have 21 days lead time to book airfare.
- 7 Advertising: 8% net sales payable at end of program with proof of advertising. Minimum half-page kick-off ad. Weekly drop-ins required. Break ad must be submitted for approval before it goes to print. All allowances will be sent directly to Rainbow Foods separately from Fleming reconciliation.
- 8 Freight: Prepaid both in and out of customer's warehouse.

AUG-26-2002 13 30

RAINBOW

1 612 945 5374 P 05/06

- 9 Claims Any claims for shortages or damages must be clearly documented on delivery carrier's bill of lading, and such claims must be reported to us in writing within one week of receipt of shipment. Report must be accompanied by copy of carrier's bill of lading with proper notation of shortage or damage, otherwise, no credit for shortage or damage will be given
- 10 One display per store supplied at no charge
- 11 Desired delivery date is _____ Merchandise may arrive up to three weeks earlier than desired delivery date since this is a direct import program that has to be shipped early enough to allow for possible FDA, Customs, and port delays and still meet your required date
- 12 Miscellaneous
- a. Force Majeure - neither party is responsible for delays which occur as a result of war, flood, fire, strike, acts of government acts of God, or other conditions beyond its control except inability to pay money when due Both B&F and Rainbow Foods agree that the promotion will be re-run after the above-mentioned is concluded.
 - b. Initial shipments of product will be made based on mutual consent of buyer and seller Re-orders will be based on sales reports submitted by the store chains. If the chain insists on more than the re-order recommended by B&F, then returns of item are limited to 50% of the additional amount insisted on by the chain
 - c. Billing by The B&F System, Inc (Maxam®) Subject to credit approval
 - d. Shipment comes floor loaded B&F will pay for lumpers to off load freight at receiving
 - e. Store cost and retails are subject to change with 60 days written notice before scheduled break date Store profit percentage will not be reduced if it is necessary to change prices due to exchange rate, raw material cost, or market conditions
 - f. When the representative goes to count returns, the supermarket agrees to stage the merchandise and provide shrink wrap, pallets, and a hand jack or a forklift with driver B&F's representative will restack by item if necessary, wrap and label for shipping, write up a credit and get the supermarket representative to verify the count so when shipment leaves, both representatives will have agreed on the count The B&F rep will load the truck to insure safe transit and give a copy of the credit and freight bill to the supermarket representative
- 13 Buyer's Limited Sales Tax Permit # is _____ State _____ The taxable merchandise covered by this contract will be resold within the geographical limits of the United States
- 14 Accounts payable contact person and phone number _____

ACCEPTED AND AGREED

SELLER

BY

TITLE B&F Secretary/Treasurer

DATE 8/27/02

BUYER

BY

TITLE GM/Catalog Manager

DATE 8-26-02

ADDENDUM**~ Rainbow Foods ~****30% Gross Profit Margin Guarantee for Free Cutlery Promotion**
(with Jumbo Steak Knife)

- 1 B&F will issue a credit memo within 30 days of the return of all merchandise to our warehouse if scanned sales show less than 30% gross profit margin including all ad allowances during the 6 week promotion. The profit guarantee does not include the cleanup period. For example, if gross profit percentage plus ad allowance percentage does not equal 30%, then B&F will issue a credit memo to bring the cost of goods sold down to achieve the 30% (gross profit percentage plus ad allowance percentage equals 30%). A **REFUND CHECK** will be sent within 30 days for any credit due. Gross profit is the difference between Fleming warehouse cost from B&F and the retail price charged by the stores.

To Qualify for the above

- A Chain must run program for 6 weeks. Product sold at our published rate during first 6 weeks.
- B Weekly scan data must show specifically the amount of free items given away each week. If scanning does not, we will use a 90/10 ratio. 90% of featured item given away free. 10% sold at regular retail during feature week.
- C We will assume that all items sold off sale week are at regular retail including steak knives sold in excess of amount of free items.
- D Chain must advertise exactly as contract states. This includes size of ads, limits, location of displays and enforcement of giving the free item only when on sale.

It is fully understood that failure to adhere to all the above-mentioned qualifications voids the 30% margin guarantee.

ACCEPTED AND AGREED**SELLER****BY:****TITLE:** B&F Secretary/Manager**DATE:** 8/27/02**BUYER****BY:****TITLE:** GM Category Mgr**DATE:** 8-26-02

R31900

RECEIVABLE ANALYSIS

DATE - 7/08/03

PAGE - 1

CUSTOMER NUMBER	137138	FLEMING GMD	
CREDIT LIMIT	50,000	SALES THIS YEAR	633-
BALANCE DUE	22,679 20	SALES LAST YEAR	47,679
		AVERAGE DAYS TO PAY	2
AGING - 0 - 30		ABC CLASSIFICATION	- -
- 31 - 60		DATE FIRST INVOICE	4/07/00
- 61 - 90		DATE LAST INVOICE	1/30/03
- OVER 90	22,679 20	LAST PAYMENT DATE	10/04/02
LATE CHARGES		LAST PAYMENT AMOUNT	44,937 48-

OUTSTANDING OPEN TRANSACTIONS

CO	TYPE	REFERENCE	DATE	ORIG AMT	DISC AVL	OPEN	DESC	PT	ACCOUNT P O #
01	IV	13110001	04/30/02	11,786 88		4,714 75	01	S	PO#911513
01	IV	13185101	05/01/02	77,644 08		31,057 63	01	S	PO#911511
01	IV	13185601	05/01/02	26,073 00		10,429 20	01	S	PO#911512
01	IV	14042101	05/31/02	1,853 28		463 32	01	S	PO#915759
01	CM	14288801	06/11/02	1,223 04-		1,223 04-	01	8	911511
01	UI	UI-LAG067270	07/25/02	4,094 28		4,094 28	01	3	
01	UI	UI-LAG090019	07/25/02	35 40		35 40	01	3	
01	UI	UI-LAG130040	07/25/02	20 83		20 83	01	3	
01	UI	UI-LGR010012	07/25/02	43 03		43 03	01	3	
01	UI	UI-LGR050015	07/25/02	35 56		35 56	01	3	
01	UI	UI-000001318	07/25/02	1,248 04		1,248 04	01	3	
01	UI	UI-67263ATT	07/25/02	7,934 63-		7,934 63-	01	3	
01	IV	07316	07/26/02	3,840 35		3,840 35	01	3	
01	CM	15944401	08/15/02	44,551 32-		44,551 32-	01	8	RA# 072302-CM
01	CM	15949901	08/15/02	4,368 36-		4,368 36-	01	8	ITALIAN OLIVES
01	UI	UI-LAG032964	10/04/02	41,491 80		41,491 80	01	5	
01	UI	UI-LAG032965	10/04/02	2,812 56		2,812 56	01	5	
01	UI	UI-LAG034737	10/04/02	633 12		633 12	01	5	
01	CM	19678801	11/26/02	18,546 20-		18,546 20-	01	8	RA# 100702-CM
01	IV	19679701	11/26/02	4,368 36		4,368 36	01	S	
01	CM	05876601	12/13/02	2,308 68-		2,308 68-	01	8	RA# 100702-CM
01	CM	05878401	12/13/02	3,043 68-		3,043 68-	01	8	ITALIAN OLIVES
01	CM	07727201	01/30/03	633 12-		633 12-	01	8	ITALIAN OLIVES

CUSTOMER NUMBER	142316	FLEMING COMPANIES	
CREDIT LIMIT	50,000	SALES THIS YEAR	
BALANCE DUE	7,082 77	SALES LAST YEAR	57,455
		AVERAGE DAYS TO PAY	
AGING - 0 - 30		ABC CLASSIFICATION	- -
- 31 - 60		DATE FIRST INVOICE	5/08/00
- 61 - 90		DATE LAST INVOICE	12/14/02
- OVER 90	7,082 77	LAST PAYMENT DATE	10/04/02
LATE CHARGES		LAST PAYMENT AMOUNT	53,747 28

OUTSTANDING OPEN TRANSACTIONS									
CO	TYPE	REFERENCE	DATE	ORIG AMT	DISC AVL	OPEN	DESC	PT	ACCOUNT P O #
01	IV	16196301	08/26/02	67,807 92		27,123 17	01	W	946973
01	IV	16197801	08/26/02	21,770 88		8,708 35	01	W	946975
01	CM	05905401	12/13/02	25,081 16-		25,081 16-	01	8	RA# 103102-BK
01	CM	05940001	12/14/02	3,667 59-		3,667 59-	01	8	ITAL COUNTRY BK

R31900

RECEIVABLE ANALYSIS

DATE - 7/08/03

PAGE - 1

CUSTOMER NUMBER	307951	FLEMING COMPANIES	
CREDIT LIMIT	50,000	SALES THIS YEAR	
BALANCE DUE	1,393 14-	SALES LAST YEAR	46,280
		AVERAGE DAYS TO PAY	5
AGING - 0 - 30		ABC CLASSIFICATION	- -
- 31 - 60		DATE FIRST INVOICE	7/18/02
- 61 - 90		DATE LAST INVOICE	12/14/02
- OVER 90	1,393 14-	LAST PAYMENT DATE	10/08/02
LATE CHARGES		LAST PAYMENT AMOUNT	48,441 72

OUTSTANDING OPEN TRANSACTIONS									
CO	TYPE	REFERENCE	DATE	ORIG AMT	DISC AVL	OPEN	DESC	PT	ACCOUNT P O #
01	UI	UI-000001525	10/04/02	48,441 72		48,441 72	01	5	
01	UI	UI-000001619	10/04/02	3,371 20		3,371 20	01	5	
01	UI	UI-15255601	10/08/02	16,658 47-		16,658 47-	01	R	
01	CM	05906501	12/13/02	30,222 24-		30,222 24-	01	8	RA# 103102-CT
01	CM	05930801	12/14/02	2,954 15-		2,954 15-	01	8	DIAMOND CUT
01	IV	12315	12/14/02	3,371 20-		3,371 20-	01	3	