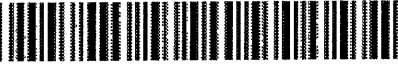
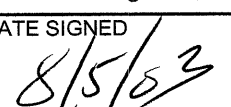


<b>UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE</b>		<b>PROOF OF CLAIM</b>		 <small>s131682</small> <b>Scheduled Claim Ref # 2-F2-19308</b> <b>YOUR CLAIM IS SCHEDULED AS</b>  <b>\$176 500 40 UNSECURED</b>	
In re  <b>Fleming Companies, Inc</b>		Case Number  <b>03-10945</b>		<p>The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.</p> <p><b>If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.</b></p> <p>If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.</p>	
<p><small>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.</small></p>					
<b>Name of Creditor and Address</b>  <div style="text-align: right; font-size: small;">0354429384932</div> <p>CAGLES INC ATT ACCTS RECEIVABLE PO BOX 4664 ATLANTA GA 30302</p>		<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 checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.			
Creditor Telephone Number (404) 355-2820				<p>Check here <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated _____</p>	
CREDITOR TAX ID #  58-0625713		ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR			
<b>1 BASIS FOR CLAIM</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> Goods sold  <input type="checkbox"/> Services performed  <input type="checkbox"/> Money loaned         </div> <div style="width: 45%;"> <input type="checkbox"/> Personal injury/wrongful death  <input type="checkbox"/> Taxes  <input type="checkbox"/> Other (describe briefly) _____         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)  <input type="checkbox"/> Wages, salaries, and compensation (Fill out below)         </div> <div style="width: 45%;">           Your social security number _____            Unpaid compensation for services performed from _____ to _____  <div style="display: flex; justify-content: space-between; font-size: x-small;"> <span>(date)</span> <span>(date)</span> </div> </div> </div>					
<b>2 DATE DEBT WAS INCURRED</b> May 2003			<b>3 IF COURT JUDGMENT, DATE OBTAINED</b>		
<b>4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">\$ 161,440 36 <small>(unsecured)</small></div> <div style="text-align: center;">\$ _____ <small>(secured)</small></div> <div style="text-align: center;">\$ _____ <small>(unsecured priority)</small></div> <div style="text-align: center;">\$ 161,440 36 <small>(total)</small></div> </div>					
<p><b>If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below</b></p> <input type="checkbox"/> 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.					
<b>5 SECURED CLAIM</b> N/A  <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).  Brief description of collateral:  <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____  Value of collateral \$ _____  Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____			<b>6 UNSECURED PRIORITY CLAIM</b> <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim.  Specify the priority of the claim:  <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650*) 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) <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"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other: Specify applicable paragraph of 11 U.S.C. § 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>		
<b>7 CREDITS</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.					
<b>8 SUPPORTING DOCUMENTS</b> <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. <b>DO NOT SEND ORIGINAL DOCUMENTS</b> . If the documents are not available, explain. If the documents are voluminous, attach a summary.					
<b>9 DATE-STAMPED COPY</b> To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.					
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.  <b>BY MAIL TO:</b> Bankruptcy Management Corporation P.O. BOX 900 El Segundo, CA 90245-0900			<b>BY HAND OR OVERNIGHT DELIVERY TO:</b> Bankruptcy Management Corporation 1330 East Franklin Avenue El Segundo, CA 90245		
DATE SIGNED 		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). Kenneth Barkley, CFO			

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

**See Other Side For Instructions**

THIS SPACE FOR COURT USE ONLY

FILED

AUG 06 2003

BMC

Fleming Companies Claim

02073



0500011093  
**CAGLE'S INC.**  
2000 HILLS AVENUE  
ATLANTA, GEORGIA 30318  
(404) 355 2820 FAX 404 355-9326

15 16 11

PAGE 1

REMIT  
TO

**CAGLES, INC.**  
GA00432  
ATLANTA, GA 30353-0103

INVOICE  
NUMBER

987299

SHIPPING INSTRUCTIONS  
DONTRELL 18482

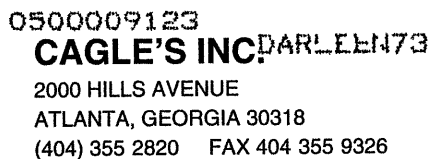
BILL TO

SHIPPED TO

Fleming Foods  
P O Box 24810  
Oklahoma City, OK 73124-4810

FLEMING FOODS  
2929 STATELINE RD  
Southaven MS 38671

CUSTOMER NO. 664149		PURCHASE ORDER NO. 56662		INVOICE DATE 05/08/2003		PAYMENT TERMS NET 10	
SHIPPED FROM Perry Processing		FREIGHT FOB - Customers Dock				BROKER NAME	
DESCRIPTION		PRODUCT CODE	CASES ORDERED	CASES SHIPPED	POUNDS SHIPPED	PRICE	AMOUNT
IQF BRST TDR 10/4#		6647	90	90	3,600 00	1.5000	5,400.00
IQF PARTY WINGS 10/4#		722	200	200	8,000 00	8900	7,120.00
IQF BNLS SKLS BRST 10/4#		891	100	100	4,000 00	1.6500	6,600.00



PAGE 1

CAGLES, INC  
GA00432  
ATLANTA, GA 30353-0103

987727

SCHAFER TRUCKING COMPANY

SHIPPING INSTRUCTIONS  
B/L#9-26170

BILL TO

SHIPPED TO

FLEMING FOOD  
P O BOX 24760  
OKLAHOMA CITY, OK 73124-4760

MASSILLON PSC  
C/O SHERWOOD FOOD DIST  
16625 GRANITE RD  
MAPLE HEIGHTS OH 44137

CUSTOMER NO. 445131	PURCHASE ORDER NO. 659390	INVOICE DATE 05/09/2003		PAYMENT TERMS NET 10		
SHIPPED FROM Collinsville Processing		FREIGHT FOB - Customers Dock		BROKER NAME		
DESCRIPTION	PRODUCT CODE	CASES ORDERED	CASES SHIPPED	POUNDS SHIPPED	PRICE	AMOUNT
MRB B-PC CUT FLM(36-41#)	23288	100	100	3,990.10	.8900	3,551.19
BBQ DELI WOG B hd(26-30#)	57180132	200	200	3,673.50	.7900	4,482.07
SAVORY HERB DELI WOG(26-30#)	57180133	200	200	3,490.00	.7900	4,337.10
LEMON HERB DELI WOG(26-30#)	57180134	100	100	2,880.50	.7900	2,275.60
PLEASE RETURN YELLOW INVOICE COPY	INVOICE TOTALS	600	600	18,034.10	AMOUNT DUE	14,645.96

**PLEASE RETURN YELLOW INVOICE COPY  
WITH REMITTANCE TO INSURE PROPER CREDIT  
PAY FROM INVOICE. NO STATEMENT WILL BE MAILED.**

**PLEASE RETURN YELLOW INVOICE COPY  
WITH REMITTANCE TO INSURE PROPER CREDIT  
PAY FROM INVOICE NO STATEMENT WILL BE MAILED**



PAGE 1

CAGLES, INC.  
GA00432  
ATLANTA, GA 30353-0103

988290

SHIPPING INSTRUCTIONS  
BOL#4-26742

SHIPPED TO

Fleming Foods  
P O Box 24810  
Oklahoma City, OK 73124-4810

LEMINO FOODS  
2929 STATELINE RD  
Southhaven MS 38671

CUSTOMER NO 664149		PURCHASE ORDER NO 57136		INVOICE DATE 05/13/2003		PAYMENT TERMS NET 10	
SHIPPED FROM Collinsville Processing		FREIGHT FOB - Customers Dock		BROKER NAME			
DESCRIPTION		PRODUCT CODE	CASES ORDERED	CASES SHIPPED	POUNDS SHIPPED	PRICE	AMOUNT
Leg Qtrs Fz 4/10		1538Q140	1000	1000	40,000.00	.2200	8,800.00

[illegible]



PAGE 2

CAGLES, INC.  
GA00432  
ATLANTA, GA 30353-0103

**INVOICE**  
**NUMBER** 788447

SHIPPING INSTRUCTIONS  
WEEBAR 18646

BILL TO

SHIPPED TO

Fleming Foods  
P O Box 24810  
Oklahoma City, OK 73124-4810

FLEMING FOODS  
2929 STATELINE RD  
Southhaven MS 38671

CUSTOMER NO. 664149	PURCHASE ORDER NO. 57135	INVOICE DATE 05/14/2003		PAYMENT TERMS NET 10			
SHIPPED FROM Perry Processing		FREIGHT FOB - Customers Dock			BROKER NAME		
DESCRIPTION		PRODUCT CODE	CASES ORDERED	CASES SHIPPED	POUNDS SHIPPED	PRICE	AMOUNT
Fm 4/10# LEG QTRS EW		53410	1000	1000	40,000 00	2200	8,800 00
PLEASE RETURN YELLOW INVOICE COPY WITH REMITTANCE TO INSURE PROPER CREDIT PAY FROM INVOICE. NO STATEMENT WILL BE MAILED		INVOICE TOTALS	1000	1000	40,000 00	AMOUNT DUE	8,800 00



PAGE 1

CABLES, INC  
GA00432  
ATLANTA, GA 30353-0103

INVOICE  
NUMBER 988641

SHIPPING INSTRUCTIONS  
WEEBAR 18635

SHIPPED TO

Fleming Foods  
P O Box 24810  
Oklahoma City, OK 73124-4810

FLEMING FOODS  
2929 STATELINE RD  
Southaven MS 38671

CUSTOMER NO. 664149	PURCHASE ORDER NO 57139	INVOICE DATE 05/15/2003		PAYMENT TERMS NET 10		
SHIPPED FROM Perry Processing		FREIGHT FOB - Customers Dock		BROKER NAME		
DESCRIPTION	PRODUCT CODE	CASES ORDERED	CASES SHIPPED	POUNDS SHIPPED	PRICE	AMOUNT
IQF PARTY WINGS 10/4# Fin 4/10# LEG QTRS EW	722 53410	300 498	300 498	12,000.00 19,920.00	.8900 .2200	10,680.00 4,382.40
PLEASE RETURN YELLOW INVOICE COPY		INVOICE TOTALS	798	798	31,920.00	AMOUNT DUE 15,062.40

**PLEASE RETURN YELLOW INVOICE COPY  
WITH REMITTANCE TO INSURE PROPER CREDIT  
PAY FROM INVOICE. NO STATEMENT WILL BE MAILED.**

**PLEASE RETURN YELLOW INVOICE COPY  
WITH REMITTANCE TO INSURE PROPER CREDIT  
PAY FROM INVOICE. NO STATEMENT WILL BE MAILED.**

Secured Trade Credit Program of Fleming Companies, Inc

15 The "Terms of Trade Creditor Lien", in the form attached hereto as Exhibit \_\_\_, is hereby approved. The Debtors are immediately authorized to solicit participation of Approved Trade Creditors (as defined in the Statement of Qualifications (annexed to this Order)) to do and perform all acts, to make, execute and deliver all instruments and documents as may be required to grant the Trade Creditor Liens (as defined below) to Approved Trade Creditors (to the extent permitted by the Statement of Qualifications), including such documents as may be required to purchase merchandise on trade terms at least as favorable to the Debtors as were available 180 days prior to the Petition Date or as otherwise agreed to by the Debtors with notice of such agreement to be provided to the Post-Petition Agents

16 As security for the Secured Vendor Claims (as defined in the Statement of Qualifications), Approved Trade Creditors are hereby granted (effective as of the Petition Date and without the necessity of the execution or recordation of mortgages, security agreements, pledge agreements, financing statements, notices of lien or similar instruments in any jurisdiction or of the taking of any other action (other than actions required to qualify as an Approved Trade Creditor) to validate and perfect the security interests and liens granted pursuant to this Order), for as long as such Approved Trade Creditor remains an Approved Trade Creditor (and thereafter with respect to any Secured Vendor Claims arising prior to such time and which remain outstanding as of such time), pursuant to Section 364(c)(3) of the Bankruptcy Code, a junior security interest subordinated to the holders of the Senior Obligations (as defined in the Terms of Trade Creditor Lien) in the assets of the Debtors that secure the Senior Obligations and all proceeds resulting from the sale or disposition of such assets (the "Trade Creditor Liens"), which liens shall have the priorities and limitations set forth in the Terms of Trade Creditor Lien annexed to this Order. Notwithstanding the foregoing, no Approved Trade Creditor shall be permitted to exercise any rights or remedies with respect to the Trade Creditor Liens except upon (i) payment in full, in cash, of the Secured Obligations (as defined in the Terms of Trade Creditor Liens) and (ii) receipt of approval of this Court, after notice and a hearing, to the exercise such rights and remedies. To the extent that any valid reclamation claim held by an Approved Trade Creditor and as set forth on such Approved Trade Creditor's Trade Credit Program Letter Agreement is not covered fully by such Approved Trade Creditor's Trade Creditors Lien, then the balance of such valid reclamation claim shall constitute an administrative expense under Section 503(b) of the Bankruptcy Code, junior in right to the Post-Petition Lender Superpriority Claims, the Pre-Petition Lender Superpriority Claims and the Carve-Out

### STATEMENT OF QUALIFICATIONS

Any Vendor receiving the benefit of Trade Credit Liens must be an Approved Trade Creditor providing Customary Trade Terms. All Secured Vendor Claims will be secured by the Trade Creditor Liens in the manner described in, and subject to the terms of the Order and the Terms of Trade Creditor Lien annexed thereto.

"Approved Trade Creditors" shall mean those suppliers that sign letter agreements with the Debtors, in each case satisfactory in form and substance to the Debtors (and for so long as any such agreement remains in full force and effect, provided that the Trade Creditor Lien shall continue with respect to Secured Vendor Claims outstanding on the date any such agreement no longer remains in full force and effect), providing for (i) Customary Trade Terms and (ii) the undertaking by such supplier to provide unsecured trade credit on normal terms after the consummation of a plan of reorganization, provided that such supplier is reasonably satisfied with such plan of reorganization and with the financial responsibility of the Debtors as reorganized.

"Customary Trade Terms" shall mean normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reimbursement, normal product mix and availability, volume/quantity of product provided (which volume/quantity shall be specified in the letter agreement between each Approved Trade Creditor and the Debtors) and other applicable terms and programs) which were available to the Debtors and in effect between such trade creditor and the Debtors on a historical basis within one-hundred eighty (180) days of the Petition Date or such other trade terms as agreed by the Debtors and such Approved Trade Creditor with notice of any such other trade terms to be provided to the Deutsche Bank Trust Company Americas and JPMorgan Chase Bank (collectively, the "Agents"), and in addition, any normal customary promotional practices (including, but not limited to, growth incentive programs, preferred vendor programs, ad-allowance programs, and bill backs) which were in place prior to the Petition Date, it being understood that in no event will any amount of trade credit provided by any Approved Trade Creditor prior to the Petition Date be deemed to satisfy any portion of such Approved Trade Creditor's obligation to provide Customary Trade Terms on and after the Petition Date.

"Secured Vendor Claims" shall mean (i) the claims (net of allowances, rebates, coupon reconciliations and other credits) held by Approved Trade Creditors on account of goods shipped to the Debtors by Approved Trade Creditors and accepted by the Debtors from and after the date on which such suppliers have become Approved Trade Creditors pursuant to the terms of the relevant order of the Bankruptcy Court and (ii) certain reclamation claims of such Approved Trade Creditors [as set forth on Schedule \_\_\_], it being understood that the amount of any such reclamation claim secured by the Trade Creditor Liens will be capped at the amount of trade credit provided after the Petition Date by such Approved Trade Creditor and specified in the letter agreement between such Approved Trade Creditor and the Debtors.

### TERMS OF TRADE CREDITOR LIEN

In consideration for the agreement of each vendor (individually, a "Vendor" and collectively, "Vendors") that executes the Trade Credit Program Letter Agreement to participate in the Trade Credit Program of Fleming Companies, Inc. ("Fleming") and its subsidiaries currently debtors in possession in those certain Chapter 11 cases pending in the United States Bankruptcy Court for the District of Delaware, Case Nos 03-10944 (MFW) through 03-10973 (MFW) (collectively with Fleming, the "Debtors"), on the terms and conditions contained in the Statement of Qualifications of the Debtors (the "Statement of Qualifications")<sup>1</sup>, the Debtors grant to each Vendor, for as long as such Vendor becomes and remains an Approved Trade Creditor (except as otherwise set forth in paragraph 5 hereof), a junior security interest subordinated to the holders of the Senior Obligations (as defined below) in the assets of the Debtors that secure the Senior Obligations, and all proceeds resulting from the sale or disposition of such assets (collectively, the "Vendor Collateral"), to secure the obligations of the Debtors to the Vendor described in the Statement of Qualifications (the "Secured Vendor Claims"), in all cases subject to the following terms and conditions

1 The security interest granted hereby shall be subject and subordinate to the following (collectively, the "Senior Obligations")

(a) any and all liens granted under or pursuant to (i) that certain [Debtor-in-Possession Credit Agreement] dated as of April \_\_, 2003 among Fleming Companies, Inc., the other Debtors and the financial institutions party thereto, as the same may be amended, modified, supplemented or restated from time to time (including, without limitation, any modifications that may increase the principal amount of loans or any other obligations able to be incurred thereunder) (the "DIP Credit Agreement"), (ii) each and every credit facility that may directly or indirectly refinance, in whole or part, or that may be entered into in addition to, the DIP Credit Agreement, as the same may be amended, modified, supplemented or restated from time to time (including, without limitation, any modifications that may increase the principal amount of loans or any other obligations incurred thereunder), (iii) any document, instrument or agreement executed by the Debtors in connection with any of the facilities or agreements referred to in clauses (i) and/or (ii) above, from time to time as the same may be amended, modified, supplemented or restated from time to time, and/or (iv) any order relating to any of the facilities or agreements referred to in clauses (i), (ii) or (iii) above entered into by the Bankruptcy Court from time to time,

(b) any and all liens granted by the Debtors in favor of any financial institutions to secure cash management or letter of credit obligations owed by the Debtors to any such institutions from time to time,

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<sup>1</sup> Capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Statement of Qualifications

(c) any and all liens granted to the lenders under and pursuant to (i) the Credit Agreement, dated as of June 18, 2002 among the Debtors, the lenders party thereto (the "Prepetition Lenders") and DBTCA and JPMorgan Chase Bank, as agents (the "Prepetition Credit Agreement"), including liens granted prior to the Petition Date and any replacement liens provided to Prepetition Lenders as adequate protection for the use of cash collateral, (ii) any document, instrument or agreement executed by the Debtors in connection with the facilities or agreements referred to in clause (i) above, from time to time as the same may be amended, modified, supplemented or restated from time to time, and/or (iii) any order relating to any of the facilities or agreements referred to in clauses (i) or (ii) above entered into by the Bankruptcy Court from time to time, and

(d) (x) any and all other liens and claims that are prior in right or superior to those granted pursuant to any of the documents, instruments, agreements or orders referenced in clauses (a), (b) or (c), above, and (y) any fees and expenses of the professionals retained by the Debtors or any statutory committee in the Debtors' bankruptcy cases approved by the Bankruptcy Court, it being understood that prior to any distribution on account of any Secured Vendor Claims, but after satisfaction in full in cash of the Senior Obligations set forth in clauses (a), (b) and (c) above, an amount equal to \$10 million shall be funded into a segregate account for payment of any amounts owing under this clause (d)(y) at any time following satisfaction (in whole or in part) of the Secured Vendor Claims, provided, however, that all fees and expenses owing by the Debtors under this clause (d)(y) shall continue to be prior in right and superior to the Trade Creditor Lien (and the Secured Vendor Claims), and, as to any amounts owing under this clause (d)(y) in excess of the "Carve-Out" (as defined in the DIP Credit Agreement), junior in right to the Senior Obligations set forth in clauses (a), (b) and (c) above, notwithstanding the funding of such segregated account and the satisfaction of any Secured Vendor Claims

2 The security interest granted to each Vendor shall be *pari passu* to, and equal and ratable with, all liens on the Vendor Collateral granted by the Debtors in favor of other Vendors. The security interest of each Vendor in any assets of the Debtors shall automatically be released and discharged upon the sale or other disposition of such assets by the Debtors or by or on behalf of any holder of any Senior Obligations or any release of such lien by the holders of a majority of the Senior Obligations or any representative acting on their behalf, provided, that Vendors shall retain their security interest in the proceeds of such assets to the extent that such proceeds constitute Vendor Collateral, subject to the prior payment in full in cash of the Senior Obligations

3 Until and unless the Senior Obligations shall have been paid in full in cash, and no financial institution or other holder of the Senior Obligations shall have any commitment to provide the Debtors with any loan, letter of credit or other financial accommodation that would constitute Senior Obligations, each Vendor agrees that it shall not be permitted to exercise any rights or remedies with respect to the Vendor Collateral, including any rights to foreclose or otherwise move or take action against the Vendor Collateral, and it shall not have any right to direct any holder of any Senior Obligation (or

any representative thereof) with respect to any matters in connection therewith. Once the Senior Obligations have been paid in full in cash and none of the letters of credit issued under the Prepetition Credit Agreement or the DIP Credit Agreement remain outstanding, and provided there exists no commitment of any financial institution or other holder of any of the Senior Obligations to provide the Debtors with any loan, letter of credit or other financial accommodation that would constitute Senior Obligations, Vendors holding a majority of the obligations secured by liens in the Vendor Collateral granted pursuant to the terms of the Trade Creditor Lien may exercise such rights with respect to the Vendor Collateral as the Bankruptcy Court may approve. If a claim is ever made upon any holder of Senior Obligations for repayment or recovery of any amount or amounts received in payment or on account of any of the Senior Obligations and any of the aforesaid payees repays all or part of said amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property or (ii) any settlement or compromise of any such claim effected by such payee with any such claimant (including each of the Debtors) then and in such event each Debtor and each Approved Trade Creditor agrees that the Debtors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent, and on the same priority, as if such amount had never originally been received by any such payee.

4 The holders of the Senior Obligations may at any time and from time to time without the consent of or notice to Vendors and without incurring liability to Vendors, exercise any of their rights or remedies with respect to their collateral or increase the amount of the Senior Obligations, change the manner or place of payment or extend the time of payment of or renew or otherwise alter any Senior Obligations, or amend in any manner any agreement, note, guaranty or other instrument evidencing or securing or otherwise relating to any of the Senior Obligations, including, without limitation, in respect of borrowing base, advance rates or any reserves. The holders of the Senior Obligations shall have no obligation to marshal any assets in favor of Vendors.

5 The security interest granted hereby shall terminate with respect to each Vendor upon such Vendor ceasing to be an Approved Trade Creditor (other than with respect to Secured Vendor Claims outstanding on the date of such cessation), and with respect to all Vendors upon the consummation of a plan of reorganization of the Debtors. In addition, the security interest granted hereby and the terms and conditions applicable thereto may also be modified or terminated from time to time by the Debtors by notice to Vendors, provided, that no such modification or termination that adversely affects Vendors in any material respect shall be effective as to any Secured Vendor Claims outstanding, or Vendor Collateral existing, at the time of such notice.

6 Vendors may not assign their rights and/or duties hereunder without the prior written consent of the Debtors given at the Debtors' sole discretion, provided that Vendors may assign their rights under the Trade Creditor Lien to (i) any factor or other entity that finances or insures such Vendor's receivables or (ii) a successor entity of such Vendor in connection with the sale of all or substantially all of the Vendor's business to such entity, it being understood that any such assignee's rights with respect to the Trade Creditor Lien shall be limited as set forth herein and, in the case of an assignment under

item (11) above, such assignee shall also be obligated to perform in accordance with the Statement of Qualifications and the terms of the relevant Trade Credit Program Letter Agreement. Any other attempted assignment shall be void and shall void such Vendor's participation in the Trade Creditor Lien in accordance with the terms of the Statement of Qualifications. This Agreement shall be interpreted under and in accordance with the laws of the State of New York. Each Vendor agrees that any dispute arising directly or indirectly out of or that in any way relates to this Agreement shall be resolved by the United States Bankruptcy Court for the District of Delaware and such Vendor hereby consents to the jurisdiction of such Court.

**EXHIBIT A1****FORM OF TRADE CREDIT PROGRAM LETTER AGREEMENT FOR TRADE****CREDITORS WITH RECLAMATION CLAIMS****FLEMING COMPANIES, INC , ET AL**

\_\_\_\_\_, 2003

TO [Approved Trade Creditor]  
[Name]  
[Address]

Dear Valued Supplier

As you are no doubt aware, Fleming Companies, Inc and certain subsidiaries (collectively, the "Company") filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Case" and the "Bankruptcy Court," respectively) on April 1, 2003 (the "Petition Date"). The Company requested the Bankruptcy Court's authority to pay certain suppliers in recognition of the importance of its relationship with such suppliers and its desire that the Bankruptcy Cases have as little effect on such suppliers as possible. On \_\_\_\_\_, the Bankruptcy Court entered an order (the "Order") authorizing the Company, under certain conditions, to provide certain vendors with a junior trade lien (the "Trade Creditor Lien") in consideration of (i) certain amounts related to reclamation claims owing to such vendors before the Petition Date and (ii) amounts owing to such vendors reflecting advances of trade credit to the Company by such vendors after the Petition Date. Such a Trade Creditor Lien would be junior to the existing liens by the Company's senior secured lenders and the lenders under any loan made to the Company to finance the Bankruptcy Cases and is expressly subject to the terms and conditions set forth in the Order and the Terms of Trade Creditor Lien and Statement of Qualifications attached to the Order. A copy of the Order is enclosed.

In order to receive the Trade Creditor Lien on certain prepetition claims, you must agree to continue to supply goods to the Company based on "Customary Trade Terms." "Customary Trade Terms" shall mean normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reimbursement, normal product mix and availability, volume/quantity of product provided and other applicable terms and programs) which were available to the Company and in effect between you and the Company on a historical basis in the one-hundred eighty (180) days prior to the Petition Date or such other trade terms as agreed by the Company and you, with notice of any such other trade terms to be provided to the agents appointed pursuant to the DIP Credit Agreement (as defined in the Terms of Trade Creditor Lien attached to the Order), and, in addition, any normal customary promotional practices (including, but not limited to, growth incentive programs, preferred vendor programs, ad-allowance programs, and bill backs) which were in place prior to the Petition Date, it being understood that in no event will any amount of

trade credit you provided prior to the Petition Date be deemed to satisfy any portion of your obligation to provide Customary Trade Terms on and after the Petition Date

The Trade Creditor Lien for which you are eligible will extend to the following types of claims (the "Secured Vendor Claims") (i) the claims (net of allowances, rebates, coupon reconciliations and other credits) held by you on account of goods shipped to the Company by you and accepted by the Company from and after the date on which you have become an "Approved Trade Creditor" pursuant to the terms of the Order and (ii) certain of your reclamation claims in respect of amounts owed to you by the Company prior to the Petition Date

Without limiting the foregoing and as set forth in greater detail in the Motion for Order Authorizing the Payment of Critical Trade Vendors in Exchange for Continuing Relationship Pursuant to Customary Trade Terms, dated April 2, 2003 (as such motion may be amended or supplemented from time to time, the "Critical Trade Motion"), in exchange for agreeing to continue to supply the Company on Customary Trade Terms (as that term is defined in the Critical Trade Motion), certain Approved Trade Creditors will also be eligible for a cash payment in satisfaction of certain of their pre-petition claims ("Critical Trade Vendor Payments") In the event that the sum of (i) the dollar amount of your reclamation claim secured by a Trade Creditor Lien and (ii) the amount, if any, of the Critical Trade Vendor Payment received by you exceeds the aggregate amount of your pre-petition claims against the Company, you and the Company agree that such excess shall constitute a credit which the Company may utilize at any time after the effective date of a Plan of Reorganization for the purchase of goods, which purchase shall in all other respects be subject to the Customary Trade Terms as set forth herein

For purposes of administration of this Trade Credit Program (as defined below) as authorized by the Bankruptcy Court, the Company and you agree as follows

- (i) The estimated balance of the prepetition reclamation claim (net of any setoffs, credits or discounts) (the "Reclamation Secured Claim") on which the Company will grant to you a Trade Creditor Lien (which balance shall be capped at the amount of trade credit you provide after the Petition Date) is \$ 0 (Reclamation Claim \$ 216,648 has been paid in full)
- (ii) You will provide open credit terms as follows (if more space is required, attach continuation pages) Net 10 DAYS
- (iii) The open trade balance or credit line that you will extend to the Company for shipment of postpetition goods is \$ 150,000.00 (which shall not be less than the greater of the open trade balance outstanding (a) on \_\_\_\_\_, or (b) on normal and customary terms on a historical basis in the one-hundred eighty (180) days prior to the Petition Date) as reduced to account for the Debtors' actual requirements
- (iv) You agree that you shall not require a lump sum payment upon confirmation of a plan in these Bankruptcy Cases on account of any administrative expense priority

claim that you may assert, but instead agree that such claims will be paid in the ordinary course of business after confirmation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Company

- (v) You will hereafter extend to the Company all Customary Trade Terms for so long as the parties shall agree, with the understanding that the Trade Creditor Lien shall be deemed null and void upon cessation of goods shipped by you under this Agreement, except as to any Secured Vendor Claims outstanding on the date of cessation

Granting of a Trade Creditor Lien in the manner set forth in the Order may only occur upon execution of this letter by a duly authorized representative of your company and the return of this letter to the Company. Your execution of this letter agreement and return of the same to the Company constitutes an agreement by you and the Company

1 To the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of the Reclamation Secured Claim set forth above,

2 That (i) during the pendency of the Bankruptcy Cases, you will continue to supply the Company with goods pursuant to the Customary Trade Terms and that the Company will pay for such goods in accordance with the Customary Trade Terms and (ii) you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms,

3 That (i) you will not separately seek payment for reclamation and similar claims outside of the terms of the Order unless your participation in the trade payment program authorized by the Order (the "Trade Credit Program") is terminated, in consideration for the payment described herein, you agree not to file or otherwise assert against any and all of Fleming Companies, Inc and its subsidiaries, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by Fleming Companies, Inc and/or any subsidiary thereof arising from agreements or arrangements of any kind entered into prior to the Petition Date and (ii) if you have taken steps to file or assert such a lien prior to entering into this letter agreement, you will take all necessary steps to remove such lien as soon as possible,

4 That you waive your right to make or file, and shall not make or file, any objection to the Post-Petition Financing or the Post-Petition Loan Documents (as those terms are defined in the Order) or any of the matters or transactions contemplated therein or thereby, and

5 That if either the Trade Credit Program or your participation therein terminates as provided in the Order, or you later refuse to continue to supply goods to the Company on Customary Trade Terms during the pendency of the Bankruptcy Cases, any Trade Creditor Lien received by you will be deemed null and void, except for any Secured Vendor Claims outstanding on the date of termination

The Company and you also hereby agree that any dispute with respect to this letter agreement, the Order and/or your participation in the Trade Credit Program shall be determined by the Bankruptcy Court

If you have any questions about this Agreement or our financial restructuring, do not hesitate to call \_\_\_\_\_ at \_\_\_\_\_

Sincerely,

Fleming Companies, Inc , et al

By \_\_\_\_\_

Its \_\_\_\_\_

Agreed and Accepted by

[Name of Participating Vendor]

By Chalk's FWC,  
Kenneth A. Bentley  
Its Senior Vice Pres. CFO  
Date 5-2-03