

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM	
In re Fleming Companies, Inc		Case Number 03-10945	
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.		<div style="text-align: right;">s137926</div> Scheduled Claim Ref # 2-F2-25552 YOUR CLAIM IS SCHEDULED AS \$4,650.00 UNSECURED <div style="font-size: 1.2em;">9291.00 ~ see attached Invoices</div>	
Name of Creditor and Address <div style="text-align: right;">0354429438934</div> VM DISTRIBUTING VELMAR FOOD SERVICE 4420 N 42ND AVENUE PHOENIX AZ 85019		<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 this address differs from the address on the envelope sent to you by the court.	
Creditor Telephone Number (602) 484 4279		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. If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.	
CREDITOR TAX ID # 86 0723197		ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR Check here <input type="checkbox"/> replaces or amends 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 number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)			
2 DATE DEBT WAS INCURRED 2/2003 + 3/14/2003		3 IF COURT JUDGMENT, DATE OBTAINED	
4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 9291.00 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (total)			
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <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.			
5 SECURED CLAIM <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 \$ _____		6 UNSECURED PRIORITY CLAIM <input 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>	
7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.			
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 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. BY MAIL TO Bankruptcy Management Corporation P.O. BOX 900 El Segundo, CA 90245-0900		THIS SPACE FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; text-align: center;">FILED</div> <div style="text-align: center;">AUG 08 2003</div> <div style="text-align: center; font-size: 0.8em;">Fleming Companies Claim</div>	
DATE SIGNED 8/5/2003		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). Vanessa M Barton	
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. <div style="text-align: center; font-weight: bold;">See Other Side For Instructions</div>			

----- - Cash Receipts -----

Batch/Dep # VAUG	Acct Type	Open Invoice
		2000000000000000*
Date 08/06/2003	GL Period 11	1 Session Total
Customer ID 1405	FLEMING COMPANIES, INC	1 00

Pymt Amt 00	Payment Method
Applied 00	
Remaining 00	Bank ID
	Batch/Dep #
	Check Number

Invoice	Date	Disc Date	Net Due	Discount Allowed	Payment Applied	Discount Taken
268776	04/23/2003	02/07/2003	4401 00	00	00	00
269481	04/2 /2003	03/14/2003	4890 00	00	00	00

(* = Includes Held Invoice Records)

- Company V ----- Info ----- Verify -

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P
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O1705 ()
FLEMING COMPANY, INC.
PHOENIX DIVISION
424 S 25TH AVEC
O
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OFLEMING COMPANY, INC.
PHOENIX DIVISION
424 S 25TH AVE

INVOICE

INV NUMBER	1390
INVOICE DATE	2/1/78
PUR ORDER #	0707703

REMIT TO 4420 N 42ND AVENUE • PHOENIX AZ 85019 • (602) 484-7279 • FAX (602) 484 7381

ORDER #	SHIP VIA	TERMS	ORDER DATE	SHIP DATE	ROUTE	WEIGHT	CUBE
SPEC INSTRUCTIONS: DEL EVERY 18 NET 14 DAYS 01/27/03 02/07/03							

SPECIAL NOTES

LINE NO.	QUANTITY	ORDER	BILL	ITEM CODE	UNIT OF MEASURE	WEG CODE	DESCRIPTION	PACK	WEIGHT	PRICE	EXTENSION
1	270		270	02574	CASE	47808	SIMPLET WEDGE SLASHNOSE 8 CUT	6/54		16.30	4401.00

AmeriCold Logistics	
Cases Rec. <u>270</u>	Temp <u>+8</u>
Cases Damaged <u>0</u>	Date <u>2703</u>
Cases Rejected <u>0</u>	Cases Over/Short <u>0</u>
Pallets Exchanged In <u>5</u>	Out <u>5</u>
A M C Signature <u>[Signature]</u>	
Driver Signature <u>Vincenzo [Signature]</u>	

Delivery # 48412

Alice Cunningham

FROZEN	RF
REFRG	
DRY	
OTHER	
TOTAL	

PALLET IN
PALLET OUT

I HAVE CAREFULLY CHECKED THIS INVOICE AND SHIPMENT ALL ITEMS HAVE BEEN RECEIVED EXCEPT THOSE NOTED AND ADJUSTED ON ORIGINAL CREDIT OR ASSOCIATED CREDIT MEMO. VM DISTRIBUTING INC. WILL NOT BE RESPONSIBLE FOR SHORTAGES AFTER THIS INVOICE IS SIGNED AND WILL NOT ACCEPT STOCK RETURNED WITHOUT OUR PRIOR APPROVAL.

RECEIVED BY _____ DATE _____

NO PREVIOUS PURCHASES RETURNED WITHOUT A PICK-UP MEMO

IT IS UNDERSTOOD AND AGREED THAT IF IT BECOMES NECESSARY TO ENFORCE COLLECTION OF AMOUNT OF THIS INVOICE OR ANY PART THEREOF PURCHASER AGREES TO PAY ALL COST AND REASONABLE ATTORNEY'S FEES TO SELLER'S ATTORNEY.

PAST DUE BALANCES ARE SUBJECT TO 1 1/2 % PER MONTH SERVICE CHARGE.

CREDIT WRITTEN BY _____
APPROVED BY _____
CUSTOMER OK'd _____

RETURNS AS DESCRIBED BELOW

SUB TOTALS	
TOTALS	
RETURNS	
NET TOTAL	

INVOICE TO
 PHOENIX DIVISION
 624 S 25TH AVENUE
 P O BOX 20511
 PHOENIX AZ 85036-0511

SHIP TO
 W60 - W69 RESERVED FOR
 SATELLITE WAREHOUSES
 XXXXXXXX XX 00000

Fleming
 Companies, Inc

**PURCHASE
 ORDER**

602-484-7279

VENDOR

VELMAR FOOD SERVICES
 FOOD SERVICE MARKETING
 2424 W MISSOURI
 PHOENIX AZ 85015

SHIP 02/07/03
VENDOR NO 11136

02/07/03

DATE ORDERED 01/27/03	PURCHASE ORDER NO 321164
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TERMS 10 DAYS	PRICE PROTECTION
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SHIP VIA	FOB	FREIGHT SHIPPED PAID BY PPD COL FLEM VEN P V
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IMPORTANT NOTICE

NOTIFY FLEMING FOODS PURCHASING
 DEPARTMENT IF UNABLE TO MEET
 SPECIFIED APPOINTMENT DATE

ADVISE FLEMING FOODS PURCHASING
 DEPARTMENT BY TELEPHONE OR
 TELEPHONE OR AIRMAIL THE CAR
 NUMBER ROUTING DATE SHIPPED
 AND ORIGINATOR'S POINT OF PAID
 SHIPMENTS

TERMS AND CONDITIONS

PURCHASE ORDER NUMBER MUST BE
 SHOWN ON ALL INVOICES SHIPPED
 PAPERS AND FREIGHT BILL
 Seller warrants that everything which
 this Purchase Order applies and
 everything done in connection
 with this Purchase Order shall be in
 compliance with law. The word law as
 used herein includes but is not limited to
 all federal state and local laws relating to
 food drug and cosmetic labeling
 environmental protection and
 occupational safety health and all
 regulations standards and codes and
 other requirements that may apply without
 prejudice to any other remedy Buyer may
 have. Seller shall indemnify Buyer and
 save Buyer harmless from any and all
 liability and loss arising out of any breach
 of the foregoing warranty and shall
 reimburse Buyer for any and all expenses
 incurred in connection therewith.

Under the terms and conditions of this
 purchase order Fleming Companies holds
 all suppliers manufacturers solely
 responsible for the contents of their
 products with respect to meeting federal
 and state standards including California
 Health and Safety Code 25249.5
 25249.13

THIS PURCHASE ORDER IS ISSUED IN
 COMPLIANCE WITH EXECUTIVE
 ORDER 11246 THE REHABILITATION
 ACT OF 1973 AND THE VIETNAM VETERANS
 ASSISTANCE ACT

Seller also guarantees that all terms of
 sale covered by this purchase order are
 available to all third purchasers on
 proportionately equal terms

Bill of lading must be furnished as to
 quantity size pack and description
 Shipment must be forwarded to carrier
 sorted and segregated by quantity size
 pack and description and bill of lading
 must carry certification of the same signed
 by carrier representative

DELIVERY TERMS OF SALE REQUIRE
 DRIVER UNLOADING AT CURB DOCK

FAILURE TO COMPLY WITH ABOVE
 MAY RESULT IN REFUSAL OF THIS
 SHIPMENT

QUANTITY ORDERED	UPC CASE CODE	ITEM CODE	DESCRIPTION	PACK & SIZE	TIE HIGH	COST
270	71179 47808	19870-7	SAVORY 8-CUT POTATO WEDGE 6 5LB		9 3	16 300

#2574

14 ✓

MERCHANDISER	TOTAL UNITS	TOTAL CUBE	TOTAL PALLETS	TOTAL WEIGHT	TOTAL EXT COST
WRIGHT LARRY	270	312	10	8640	4401

CONFIDENTIAL

SHIP
TO1405 ()
FILMING COMPANIES, INC
PHOENIX DIVISION
624 S 25th AVE
PHOENIX AZ 85036S
O
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OFILMING COMPANIES, INC
PHOENIX DIVISION
624 S 25th AVE
PHOENIX AZ 85036

INVOICE

Page 1

INV NUMBER
269481
INVOICE DATE
03/14/03
PUR. ORDER #
419770

REMIT TO 4420 N 42ND AVENUE • PHOENIX AZ 85019 • (602) 484-7279 • FAX (602) 484-7381

ORDER #	SHIP VIA	TERMS	ORDER DATE	SHIP DATE	ROUTE	WEIGHT	CUBE
00097200	DELIVERY	NET 14 DAYS	03/03/03	03/14/03			

SPEC INSTRUCTIONS

SPECIAL NOTES

HOFFBY NEW YORK

LINE NO	QUANTITY ORDER	QUANTITY BILL	✓	ITEM CODE	UNIT OF MEASURE	MFG CODE	DESCRIPTION	PACK	WEIGHT	PRICE	EXTENSION
1	300	300		02574	CASE	47808	SIMPLE OT WEDGE SEASONCSE 8 CUT	6/5#		16.30	4890.00

AmeriCold Logistics	
Cases Rec	300 Temp +10
Cases Damaged	2 Date 3-14-03
Cases Rejected	2 Cases Over/Short 2
Pallets Exchanged In	5 Out 5
A M C Signature	Brent
Driver Signature	[Signature]

CONF # 49711

FROZEN	300
REFRG	0
DRY	0
OTHER	0
TOTAL	300

PALLET IN
PALLET OUT

I HAVE CAREFULLY CHECKED THIS INVOICE AND ALL ITEMS HAVE BEEN RECEIVED EXCEPT THOSE NOTED AND ADJUSTED ON ORIGINAL INVOICE OR AN ASSOCIATED CREDIT MEMO. VM DISTRIBUTING, INC. WILL NOT BE RESPONSIBLE FOR SHORTAGES AFTER THIS INVOICE IS SIGNED AND WILL NOT ACCEPT STOCK RETURNED WITHOUT OUR PRIOR APPROVAL.

RECEIVED BY _____

DATE _____

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PAST DUE BALANCES ARE SUBJECT
TO 1 1/2 % PER MONTH SERVICE CHARGE.

CREDIT WRITTEN BY _____

APPROVED BY _____

CUSTOMER OK d _____

RETURNS AS
DESCRIBED BELOWSUB
TOTALS

4890.00

TOTALS

4890.00

RETURNS

NET
TOTAL

INVOICE TO
PHOENIX DIVISION
624 S 25TH AVENUE
P O BOX 20511
PHOENIX

AZ 85036-0511

SHIP TO
W60 - W69 RESERVED FOR
SATELLITE WAREHOUSES
XXXXXXXXXX XX 00000

Fleming
Companies, Inc

VENDOR

VELMAR FOOD SERVICES
FOOD SERVICE MARKETING
2424 W MISSOURI
PHOENIX AZ 85015

SHIP
03/03/03

VENDOR NO
11136

**PURCHASE
ORDER**

DATE ORDERED
03/03/03

PURCHASE
ORDER NO
459375

TERMS
10 DAYS

PRICE PROTECTION

602-484-7279

IMPORTANT NOTICE

NOTIFY FLEMING FOODS PURCHASING
DEPARTMENT IF UNABLE TO MEET
SPECIFIED ARRIVAL DATE

ADVISE FLEMING FOODS PURCHASING
DEPARTMENT BY TELEPHONE
TELEPHONE OR AIRMAIL THE CAR
NUMBER ROUTING DATE SHIPPED
AND ORIGINATING POINT OF RAIL
SHIPMENTS

TERMS AND CONDITIONS

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SHOWN ON ALL INVOICES SHIPPING
PAPERS AND FREIGHT BILL
Seller warrants that everything to which
this Purchase Order applies and
everything done by Seller in connection
with this Purchase Order shall be in
compliance with applicable law as
used herein includes but is not limited to
all federal state and local laws relating to
food drug and cosmetic labeling
environmental protection and
occupational safety and health and all
regulations standards codes and
other requirements thereunder Without
prejudice to any other remedy Buyer may
have Seller shall indemnify Buyer and
save Buyer harmless from any and all
liability and loss arising out of any breach
of the foregoing warranty and shall
reimburse Buyer for an and all expenses
incurred in connection therewith

Under the terms and conditions of this
purchase order Fleming Companies holds
all suppliers manufacturers solely
responsible for the contents of their
products with respect to existing federal
and state standards including California
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25249.13

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COMPLIANCE WITH EXECUTIVE
ORDER 112466 THE REHABILITATION
ACT OF 1973 AND THE VIETNAM ERA
VETERANS RE-ADJUSTMENT
ASSISTANCE ACT

Seller also guarantees that all terms of
sale covered by this purchase order are
available to all other purchasers on
proportionately equal terms

Bill of lading must be furnished as to
quantity size pack and description
Shipment must be tendered to carrier
sorted and segregated as to quantity size
pack and description and bill of lading
must carry certification of the same signed
by carrier representative

DELIVERY TERMS OF SALE REQUIRE
DRIVER UNLOADING AT OUR DOCK

FAILURE TO COMPLY WITH ABOVE
MAY RESULT IN REPEL OF THIS
SHIPMENT

SHIP VIA

FOB

FREIGHT		PAID BY	
SHIPPED	PPD	COL	FLEM
	P		V

QUANTITY ORDERED	UPC CASE CODE	ITEM CODE	DESCRIPTION	PACK & SIZE	TIE HIGH	COST
300	71179 47808	19870-7	SAVORY 8-CUT POTATO WEDGE	6 5LB	9 3	16 300

2574

4

MERCHANDISER

TOTAL UNITS

TOTAL CUBE

TOTAL PALLETS

TOTAL WEIGHT

TOTAL EXT COST

WRIGHT LARRY

300

347

12

9600

4890