

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	PROOF OF CLAIM
In re FLEMING COMPANIES INC	Case Number 03-10945(MFW)



548900

Bar Date Ref # 2-NVM-7090

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

Name of Creditor and Address

Mci Worldcom Prepaid
11035 NE Sandy Blvd
Portland OR 97220

0354653548900

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

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

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

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number **(503) 262-2508 OR 503-262-2915 POC**

CREDITOR TAX ID #

58-1521612

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

88 FLEM00000

Check here if this claim

☐ replaces
or
☐ amends

a previously filed claim dated _____

1 BASIS FOR CLAIM

- ☒ Goods sold ☐ Personal injury/wrongful death ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Services performed ☐ Taxes ☐ Wages, salaries, and compensation (Fill out below)
- ☐ Money loaned ☐ Other (describe briefly)

Your social security number _____

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

2 DATE DEBT WAS INCURRED **4-1-03 & PRIOR**

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

\$ **15,546.24** (unsecured) \$ **0** (secured) \$ **0** (unsecured priority) \$ **15,546.24** (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

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

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief description of collateral

- ☐ Real Estate
- ☐ Motor Vehicle
- ☐ 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

☐ Check this box if you have an unsecured priority claim.

Specify the priority of the claim

- ☐ 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)
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)
- ☐ Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6)
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)
- ☐ Other. Specify applicable paragraph of 11 U.S.C. § 507(a) _____

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.

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.

THIS SPACE FOR COURT USE ONLY

BY MAIL TO
Bankruptcy Management Corporation
P.O. BOX 900
El Segundo, CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

DATE SIGNED

8/4/03

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).

Richard B. Schmidt, RICHARD SCHMIDT, CREDITORS

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

FILED

AUG 08 2003

BMC
Fleming Companies Claim



03422

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re)	Chapter 11
)	
Fleming Companies, Inc et al ¹)	Case No 03-10945 (MFW)
Debtors)	(Jointly Administered)

**NOTICE OF DEADLINE FOR THE
FILING OF PROOFS OF CLAIM AND PROOFS OF INTEREST**

TO ALL CREDITORS OF THE DEBTORS

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (the "Debtors") filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (as amended from time to time the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 3002(c)(3), all Persons and Entities, including, without limitation individuals, partnerships, corporations, estates, trusts, governmental units (which shall include all entities defined as such in Section 101(27) of the Bankruptcy Code, including any such entity that holds a claim arising from prepetition tax years or periods or from prepetition transactions to which a Debtor was a party), and entities asserting claims against an individual Debtor that arose out of the obligations of such entities or the Debtors under a contract for the provision of liability insurance (each a "Creditor" and collectively, "Creditors") holding or wishing to assert a claim as defined in Section 101(5) of the Bankruptcy Code against any of the Debtors (collectively the "Claims") or interest in any of the Debtors (collectively, the "Interests") arising on or before April 1, 2003 (the "Petition Date"), are required to file a separate, completed and executed proof of claim form conforming substantially to Official Bankruptcy Form 10) (the "Proof of Claim") on account of any Claims such Creditors hold or wish to assert against the Debtors, so that the Proof of Claim is actually received on or before 4:00 p.m. Pacific Daylight Time on September 15, 2003 (the "General Bar Date"), or in the case of governmental units, by October 1, 2003, the "Governmental Unit Bar Date," by the Debtors' Official Notice and Claims Agent at the following address:

Bankruptcy Management Corporation ("BMC")
1330 East Franklin Avenue, El Segundo, CA 90245 *(for overnight mail or hand delivery)*
P O Box 900, El Segundo, CA 90245-0900 *(for regular mail)*
Telephone 1-888-909-0100

Notwithstanding the foregoing, AT THIS TIME Proofs of Claim ARE NOT REQUIRED to be filed by Creditors holding or wishing to assert Claims against the Debtors of the types that are set forth in clauses (a) through (f) below (collectively, the "Excluded Claims"):

- (a) Claims listed in the Debtors' Schedules of Assets and Liabilities (the "Schedules") filed with the Court, pursuant to Bankruptcy Rule 1007, or any amendments thereto, which are not therein listed as "contingent," "unliquidated" or "disputed," and which are not disputed by the creditor holding such claim as to nature, amount, or classification;
- (b) Claims on account of which a Proof of Claim has already been properly filed with the Court;
- (c) Claims previously allowed by or paid pursuant to, an order of the Court, including, without limitation, any claims of the Agents and/or the Lenders allowed pursuant to the Final DIP Order;²
- (d) Claims allowable under Sections 503(b) and 507(a)(1) of the Bankruptcy Code as administrative expenses of the Debtors' chapter 11 cases;
- (e) Claims made by any of the Debtors or any direct or indirect subsidiary of any of the Debtors against one or more of the other Debtors;
- (f) Claims of an entity whose claim is limited exclusively to a claim for the repayment of principal and/or interest on or under any issuance by any of the Debtors of any debt security (collectively, the "Notes") or any indenture in respect of each issue of the Notes (the "Indentures" and each such Indenture collectively with the Notes issued thereunder, the "Debt Instruments"), provided, however, that (i) the foregoing exclusion shall not apply to the indenture trustees under any of the

¹ The Debtors are the following entities: Core-Mark International, Inc., Fleming Companies, Inc., ABCO Food Group, Inc., ABCO Markets, Inc., ABCO Realty Corp., ASI Office Automation, Inc., C/M Products, Inc., Core-Mark Interrelated Companies, Inc., Core-Mark Mid-Continent, Inc., Dunigan Fuels, Inc., Favar Concepts, Ltd., Fleming Foods Management Co., L.L.C., Fleming Foods of Texas, L.P., Fleming International, Ltd., Fleming Supermarkets of Florida, Inc., Fleming Transportation Service, Inc., Food 4 Less Beverage Company, Inc., Fuelserv, Inc., General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc., Minter-Weisman Co., Piggly Wiggly Company, Progressive Realty, Inc., Rainbow Food Group, Inc., Retail Investments, Inc., Retail Supermarkets, Inc., RFS Marketing Services, Inc., and Richmar Foods, Inc.

² The term "Final DIP Order" refers to the Final Order Authorizing (I) Post-Petition Financing Pursuant to 11 U.S.C. § 364 and Bankruptcy Rule 4001(c), (II) Use of Cash Collateral Pursuant to 11 U.S.C. § 363 and Bankruptcy Rules 4001(b) and (d), (III) Grant of Adequate Protection Pursuant to 11 U.S.C. §§ 361 and 363, and (IV) Approving Secured Inventory Trade Credit Program and Granting Subordinate Liens Pursuant to 11 U.S.C. §§ 105 and 364(c)(3) and Rule 4001(c).

EXPRESS' CARD DISTRIBUTOR AGREEMENT
MCI WORLDCOM PREPAID SERVICE
OPTIONAL CALLING PLAN NO 7

J29001 - J203

This Distributor Agreement and the Terms and Conditions attached hereto and incorporated herein (the "Agreement") is by and between MCI WORLDCOM Communications, Inc. (MCI WorldCom), Three Ravinia Drive Atlanta, Georgia 30346 and Fleming Companies, Inc. (Distributor) 6301 Waterford Blvd Oklahoma City Oklahoma 73118

1 TERM AND RELATIONSHIP OF THE PARTIES

1.1 This Agreement shall become effective upon the execution of this Agreement by both parties (Effective Date) and shall continue in full force and effect for a period of one (1) year (Term) unless otherwise terminated in accordance with the section of this Agreement entitled "Termination". Thereafter the Agreement will be automatically renewed on a month-to-month basis terminable by Distributor or MCI WorldCom on thirty (30) days prior written notice at any time.

1.2 Distributor shall act as a sales agent and retail distributor solely for the purpose of distributing MCI WorldCom Prepaid within the United States. Distribution of MCI WorldCom Prepaid outside the United States is prohibited. MCI WorldCom Prepaid cannot be actively marketed within Puerto Rico.

1.3 MCI WorldCom Prepaid is provided pursuant to MCI WORLDCOM Network Services, Inc. FCC Tariff No. 1 or the applicable tariff of one or more of its U.S.-based Affiliates (collectively the "Tariff") which may be modified and amended by MCI WorldCom from time to time the terms of which are incorporated herein by this reference.

2 PRICE/COMMISSION

2.1 Distributor shall remit to MCI WorldCom the MCI WorldCom tariffed rate (as defined in Section 2.3 below) which will be represented in an equivalent dollar value on the card, for each Unit activated either at the Point of Sale or through Distributor Batch Activation. Distributor may deduct from such payments the commission to which Distributor is entitled and shall pay to MCI WorldCom an effective rate as set forth in Section 2.2 below.

<u>Card Style - Branded express'</u>	<u>Effective Rate per Card</u>
\$ 5 express' Prepaid Phone Card	\$ 2.85
\$10 express' Prepaid Phone Card	\$ 5.69
\$20 express' Prepaid Phone Card	\$11.38
\$50 express' Prepaid Phone Card	\$28.45

2.3 Nothing in this Agreement shall prohibit Distributor from sharing its commission in whole or in part, with End Users in order to promote its own business needs or objectives. In such event, the MCI WorldCom tariffed rate paid by an End User will consist of the amount actually paid by the End User to the Distributor plus an amount equal to the shared commission (or the amount equal to the difference between the MCI WorldCom tariffed rate and the amount actually paid by the End User to the Distributor for MCI WorldCom Prepaid). Distributor may not charge End Users a rate in excess of MCI WorldCom's tariffed rate which may be changed from time to time by MCI WorldCom.

2.4 Distributor shall be responsible for all aspects of collection of MCI WorldCom Prepaid revenues from End Users.

2.5 MCI WorldCom may adjust its rates and charges or impose additional rates and charges on Distributors to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay others in support of statutory or regulatory programs.

2.6 In the event MCI WorldCom increases the end user domestic surcharge rate, Distributor shall have thirty (30) days to elect to terminate this Agreement without liability except for charges incurred prior to termination of the Agreement. If Distributor fails to provide MCI WorldCom notice of its intent to terminate within such thirty (30) day period, Distributor shall waive its right to terminate and all terms and conditions set forth in this Agreement will continue in full force and effect.

3 COOPERATIVE MARKETING FUND

MCI WorldCom will establish a Cooperative Marketing Fund ("Fund") for Distributor in the amount of Five Thousand Dollars (\$5,000). Distribution of the Fund shall be in accordance with MCI WorldCom's policies and procedures. Distributor shall use commercially reasonable efforts to use Fund amounts to promote market and distribute the MCI WorldCom Prepaid. Claims for reimbursement under the Fund must be submitted prior to the expiration or earlier termination of this Agreement, whichever is earlier. Any amounts remaining in the Fund at the end of the Term will be the property of MCI WorldCom and shall not be delivered to Distributor.

4 END USER CALL RATES

4.1 End User call rates will vary by country.

4.2 Each End User completed call will incur a surcharge that will vary by country.

4.3 End Users making calls from payphones will incur a payphone surcharge in accordance with the Tariff, the current surcharge being \$0.50 for each completed call.

4.4 Full minute rounding per call will apply.

5 RETAIL CARD STYLE

5.1 Distributor may select from the card denominations offered below to distribute at merchandise location(s).

- ☐ \$5 express' Prepaid Phone Card
- ☐ \$10 express' Prepaid Phone Card
- ☐ \$20 express' Prepaid Phone Card
- ☐ \$50 express' Prepaid Phone Card

Card denominations are subject to change.

5.2 Distributor shall use commercially reasonable efforts to promote market, and distribute the MCI WorldCom Prepaid.

6 PAYMENT

Payment terms are net 30 days following the invoice date (prior MCI WorldCom credit approval required).

7 FULFILLMENT

7.1 MCI WorldCom shall be responsible for all charges related to MCI WorldCom Prepaid Fulfillment including shipping. Unless otherwise agreed, MCI WorldCom shall design, produce, print and distribute MCI WorldCom Prepaid and associated Fulfillment packages to Distributor.

7.2 A usage or royalty fee may be charged to the Distributor for use of certain third-party artwork, logo and/or image selected by Distributor. Fees may be based on, but not limited to, the exclusive use of artwork/logo/image, number of impressions, graphic manipulation, quantity of cards produced and geographic area of distribution. Distributor will be notified prior to production that such fees may be required.

7.3 If Distributor requires distribution to multiple locations, Distributor must provide MCI WorldCom with the addresses to which the MCI WorldCom Prepaid and point of sale materials are to be shipped and quantities necessary for each location.

7.4 Each Distributor order for MCI WorldCom Prepaid must equal or exceed one hundred fifty dollars (\$150) per store location.

7.5 Distributor must attach a copy of the card's front and back (artwork, logo and/or images, etc.) and Distributor's logo and forward to the MCI WorldCom Advertising Law Department address provided under the Terms and Conditions attached to this Agreement.

8 ACTIVATION/CARD EXPIRATION

8.1 **DISTRIBUTOR BATCH ACTIVATION** Within fifteen (15) months after shipment of MCI WorldCom Prepaid to Distributor, Distributor must call the MCI WorldCom platform/customer service to pre-activate the MCI WorldCom Prepaid and make it ready for distribution to End Users. Within fifteen (15) months after such pre-activation, the End User must activate the MCI WorldCom Prepaid by calling a toll free number printed on the card and entering the PIN.

8.2 **STANDARD POINT OF SALE ACTIVATION** MCI WorldCom Prepaid is activated at the point of sale from Distributor to the End User.

8.3 An MCI WorldCom Prepaid card will expire and cannot be used by End Users to obtain telecommunications services or enhanced services (i) if it is not activated in the manner and within the time frames selected above, or (ii) fifteen (15) months after activation. For Distributor Batch Activation and Standard Point of Sale Activation methods, Distributor must distribute MCI WorldCom Prepaid in a manner that provides End Users a reasonable opportunity to activate their MCI WorldCom Prepaid.

8.4 Distributor shall be invoiced at the time of activation (Batch/POSA). In the event MCI WorldCom determines that Distributor has distributed any MCI WorldCom Prepaid cards to End Users prior to activation, MCI WorldCom, in its sole discretion, may terminate this Agreement immediately upon notice to Distributor and Distributor

MCI WORLDCOM CONFIDENTIAL

will be required to return all unactivated MCI WorldCom Prepaid cards to MCI WorldCom within fifteen (15) days of such termination notice. For any unactivated MCI WorldCom Prepaid cards not returned within such fifteen (15) day period, Distributor will be invoiced and agrees to pay the Effective Rate for each unreturned unactivated MCI WorldCom Prepaid card.

9 **RIGHT OF FIRST REFUSAL**

Distributor agrees that Distributor will provide MCI WorldCom with at least fifteen (15) days notice to submit a proposal for MCI WorldCom Prepaid prior to submitting any new requirements to any other telecommunications provider or as a general request for proposal. If MCI WorldCom chooses not to submit a proposal or Distributor determines that it wishes to compare such proposal to other proposals, Distributor may do so.

10 **NOTICES**

Any notice required or permitted to be given or made under this Agreement shall be in writing and directed to:

MCI WORLDCOM
2520 Northwinds Parkway
Alpharetta, GA 30004
Attn: Director of Finance

Copy to: MCI WORLDCOM
Three Ravinia Drive
Atlanta, GA 30346
Attn: Law & Public Policy – Business Markets

Distributor
Fleming Companies, Inc.
6301 Waterford Blvd.
Oklahoma City, Oklahoma 73118
Attn: Legal Department

11 **ENTIRE AGREEMENT**

This Agreement, including the Terms and Conditions, any attachments or addenda hereto and the MCI WorldCom Prepaid Service Standard Terms and Conditions delivered with the MCI WorldCom Prepaid cards, constitute the entire agreement between the parties with respect to the subject matter hereof and all prior agreements and representations of the parties related to these matters, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement cannot be modified or amended except by written document expressly stating that it amends this particular Agreement and signed by the authorized representatives of both parties (which for MCI WorldCom does not include Branch or Sales Representatives). No purchase order, vendor manual or other documentation provided by Distributor shall supplement or change the terms and conditions of this Agreement in any respect, and any attempt to do so shall be void, notwithstanding any MCI WorldCom signature acknowledging receipt or any course of dealing pursuant to such other documents.

By its signature, Distributor acknowledges it has read and agrees to the Terms and Conditions attached hereto or provided herewith and incorporated into this Agreement.

AGREED TO:

BY: FLEMING COMPANIES, INC.

Authorized Representative Name: JAMES W. BYARS
Title: Please Print DIRECTOR, RETAIL FINANCIAL SERVICES
Authorized Representative Signature: James W. Byars
Date: 2/8/00

MCI WORLDCOM COMMUNICATIONS, INC.

Finance Representative Name: _____
Finance Representative Title: _____
Finance Representative Signature: _____
Date: _____

EXPRESS' CARD DISTRIBUTOR AGREEMENT
MCI WORLDCOM PREPAID SERVICE
OPTIONAL CALLING PLAN NO 7

TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 Affiliate(s) of a party or other entity refers to a corporation partnership joint venture or other entity directly or indirectly through one or more intermediaries controlling controlled by or under common control with such party or other entity
- 1.2 Delivery refers to the time when MCI WorldCom transfers possession of any MCI WorldCom Prepaid card or PIN to Distributor or to a third party designated by Distributor
- 1.3 End User refers to any individual who has purchased or otherwise received lawfully MCI WorldCom Prepaid from a Distributor in accordance with the terms of this Agreement
- 1.4 Enhanced Services refers to the specialized information or entertainment services (or other services) that may be available to End Users
- 1.5 Fulfillment refers to the printing and packaging of MCI WorldCom Prepaid in card form with instructions terms and conditions affecting use When MCI WorldCom Prepaid cards are printed by any other vendor Fulfillment" shall mean MCI WorldCom's provision of instructions terms and conditions for End User use
- 1.6 MCI WorldCom Prepaid refers to MCI WorldCom's prepaid international surcharge calling card product provided pursuant to Optional Calling Plan No 7 which provides End Users with long distance calling value in the amount specified on the card's front in U.S. dollars for use in making long distance calls on MCI WorldCom's network and/or accessing Enhanced Services Calls can originate domestically and terminate domestically or internationally
- 1.7 PIN or Card Number refers to each unique numeric code that is necessary for End Users to access MCI WorldCom Prepaid for usage
- 1.8 Tracking Number refers to the number unique to each MCI WorldCom Prepaid which is printed visibly on the MCI WorldCom Prepaid card and/or package and is used for purposes of inventory and activation

2 MCI WORLDCOM OBLIGATIONS

- 2.1 MCI WorldCom shall provide the long distance network via which service is provided, and twenty-four (24) hour call completion support In addition MCI WorldCom shall provide End User with customer service as set forth in the Tariff
- 2.2 MCI WorldCom shall provide designated toll free numbers and the systems necessary to permit End Users to use the activated MCI WorldCom Prepaid
- 2.3 MCI WorldCom shall initially offer MCI WorldCom Prepaid in English and Spanish Additional languages may be offered at MCI WorldCom's discretion
- 2.4 MCI WorldCom shall be responsible for the proper application of authorized activation procedures according to the terms of this Agreement

3 REFUNDS

Except as specifically authorized by MCI WorldCom in writing any refunds issued by Distributor are the sole responsibility of Distributor and shall not affect Distributor's responsibility to make complete payment to MCI WorldCom Any MCI WorldCom Prepaid activated and issued by Distributor to End Users in lieu of refunds shall be at the discretion of Distributor and shall not affect Distributor's responsibility to make complete payment to MCI WorldCom

4 TERMINATION

- 4.1 Either party may terminate this Agreement for Cause (as defined herein) As used herein Cause will mean a failure of the other party to perform a material obligation under this Agreement which failure is not remedied by the defaulting party within thirty (30) days after receipt of written notice thereof
- 4.2 If Distributor terminates this Agreement prior to the expiration of the Term for reasons other than for Cause or if MCI WorldCom terminates this Agreement for Cause in addition to any other amounts Distributor may owe Distributor will pay in full without setoff or deduction, within thirty (30) days after such termination (i) an amount equal to twenty-five percent (25%) of the average amount of MCI WorldCom Prepaid invoiced on a monthly basis during the Term multiplied by the number of months remaining in the original Term as of the date of termination and (ii) a pro

rated portion of the deposits made to the Fund and paid to Distributor as of the date of termination

- 4.3 Notwithstanding Section 4.2 above (i) if a Tariff revision needed to implement the terms of this Agreement is suspended or rejected, then either party may terminate this Agreement without liability on thirty (30) days prior written notice given no later than thirty (30) days after such suspension or rejection or (ii) if MCI WorldCom revises any tariff or the Price Guide in a manner that is inconsistent with the provisions of this Agreement in any material and adverse respect and MCI WorldCom does not affect revisions that remedy such inconsistency within ninety (90) days then Distributor may as its sole remedy elect to terminate this Agreement without liability on thirty (30) days written notice given no later than thirty (30) days after such failure

- 4.4 In the event that the end user domestic surcharge is raised, and Distributor elects to terminate this Agreement by providing notice to MCI WorldCom as defined in Section 2.6 of this Agreement, Distributor must return to MCI WorldCom all unactivated MCI WorldCom Prepaid cards within thirty (30) days of such notice For each unactivated MCI WorldCom Prepaid card not returned within thirty (30) days Distributor will be invoiced, and agrees to pay a charge of thirty cents (\$0.30) per MCI WorldCom Prepaid card.

5 WARRANTY

- 5.1 MCI WorldCom warrants to Distributor that MCI WorldCom Prepaid cards and Fulfillment packages printed by MCI WorldCom will be on the date of shipment to Distributor free from defects in material and workmanship If any defect in material or workmanship appears in the cards or Fulfillment material that MCI WorldCom has printed, MCI WorldCom will replace the defective cards or materials without charge provided that (1) the defect is discovered within sixty (60) days from the date of shipment (2) Distributor notifies MCI WorldCom in writing of the claimed defect within thirty (30) days after discovery of the claimed defect, and (3) MCI WorldCom's examination of the alleged defect discloses that the claimed defect actually exists If MCI WorldCom reasonably determines that the cards or Fulfillment materials are not defective Distributor shall pay all costs of handling inspection and transportation incurred by MCI WorldCom

- 5.2 Notwithstanding the foregoing, MCI WorldCom's liability for breach of the warranty to Distributor in Section 5.1 or for a claim by an End User shall in no event exceed MCI WorldCom's liability directly to an End User pursuant to the Tariff or other applicable tariff and shall be limited to a credit to the Distributor or End User as applicable for the services which were not provided in accordance with the MCI WorldCom Prepaid Service Terms and Conditions which are included with MCI WorldCom Prepaid and are incorporated herein by this reference

- 5.3 THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHICH ARE HEREBY EXPRESSLY EXCLUDED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO MCI WORLDCOM PREPAID AND THE LONG DISTANCE SERVICES AND OTHER ENHANCED SERVICES PROVIDED HEREUNDER.

6 INDEMNIFICATION/LIMITATION OF LIABILITY

- 6.1 Distributor agrees to indemnify defend and hold harmless MCI WorldCom its Affiliates employees directors, officers agents and assigns (collectively "MCI WorldCom Agents") from any and all liability to third parties (including but not limited to liabilities, judgments damages losses claims, costs and expenses, including reasonable attorneys' fees and allocable costs of in-house counsel) arising from (i) a breach by Distributor of its obligations or warranties under this Agreement, (ii) the acts errors omissions or negligence of Distributor its employees Affiliates distributors or agents (collectively "Distributor's Agents") (iii) the exercise by MCI WorldCom and MCI WorldCom Agents of any rights purported to be granted to them by Distributor (iv) violation(s) by Distributor or Distributor's Agents of the trademarks service marks copyrights moral rights, patents trade secrets or other proprietary rights or intellectual property rights of MCI WorldCom MCI WorldCom's Affiliates, or of a third party in connection with the performance of services under this Agreement other than a claim based on an assertion by a third party that MCI WorldCom does not own the trademarks service marks or other symbols (collectively "MCI WorldCom Marks") or (v) false or misleading advertising claims in violation of local, state or federal law made by Distributor or Distributor's Agents other than a claim that the substance of an advertising claim approved by MCI WorldCom is materially false or misleading

- 6.2 MCI WorldCom agrees to indemnify defend and hold harmless Distributor and Distributor's Agents from any and all liability to third parties (including but not limited to liabilities, judgments, damages, losses claims, costs and expenses including reasonable

attorneys fees and allocable costs of in-house counsel) arising from (i) a breach by MCI WorldCom of its obligations under this Agreement (ii) the acts, errors, omissions or negligence of MCI WorldCom or MCI WorldCom's Agents, or (iii) violation(s) by MCI WorldCom of Distributor's or a third party's U.S. trademarks or copyrights in connection with the performance of services under this Agreement that are not covered by Distributor's indemnity obligations in Section 6.1 above. MCI WorldCom's liability to Distributor arising from third party claims that are subject to the Tariff, any other applicable tariff, or any agreement between MCI WorldCom and such claimant governing the use of MCI WorldCom Prepaid shall not exceed MCI WorldCom's liability to claimant under such Tariff, other applicable tariff, or agreement.

6.3 Neither party shall be liable to the other for any loss of profit, indirect, special, exemplary, punitive, incidental or consequential damages that such party, its employees, agents or assigns may suffer which are caused by or result from the performance or nonperformance of this Agreement. Notwithstanding the foregoing, this limitation shall not apply to liability of the parties for claims under Sections 7 and 12 of the Terms and Conditions under this Agreement or for liability of the parties for third party claims under Sections 6.1 and 6.2.

6.4 The terms of this Section 6 shall survive the expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY/USE OF MARKS

7.1 Distributor acknowledges MCI WorldCom's rights in the MCI WorldCom Marks, intellectual property and proprietary rights, whether registered or unregistered, owned by or licensed to MCI WorldCom and agrees not to assert any rights with regard to the MCI WorldCom Marks and other MCI WorldCom intellectual and proprietary property. Upon the prior written permission of MCI WorldCom, Distributor may use the MCI WorldCom Marks solely for its advertising and promotion of MCI WorldCom Prepaid, provided such use conforms to MCI WorldCom's standards and guidelines as provided on MCI WorldCom's website which may be modified without prior notice to Distributor, and that it does not alter or remove the MCI WorldCom Marks or other legal notices from MCI WorldCom products. MCI WorldCom may use the Marks (as defined in Section 7.3 below) with the MCI WorldCom Marks in the MCI WorldCom Prepaid and its advertising, promotional, marketing and point-of-sale materials (collectively "POS"). MCI WorldCom may terminate this Agreement immediately without prior notice if Distributor uses the MCI WorldCom name, MCI WorldCom Marks or other MCI WorldCom intellectual and proprietary property without MCI WorldCom's prior written permission. Except as expressly provided, nothing in this Agreement shall be deemed to grant a party any license, sublicense, intellectual property interest, proprietary right, or other interest in the other party's intellectual property and proprietary rights.

7.2 Prior to any use, Distributor shall submit proposed advertising or marketing copy for review and written approval to the following address:

Advertising Group, Law & Public Policy
MCI WorldCom
1133 19th Street, N.W. - 2nd Floor
Washington, DC 20036
Fax: (202) 736-6471

7.3 Distributor represents and warrants to MCI WorldCom that (i) it owns or has obtained all necessary rights to license or the required approvals for MCI WorldCom to use all trademarks, copyrights, images and any other intellectual property, including images of celebrities and non-celebrity individuals (collectively "the Marks"), that Distributor furnishes for use with MCI WorldCom Prepaid and the POS and such Marks shall not infringe any third party rights anywhere in the world, (ii) Distributor is in compliance with and shall remain in compliance with, all local license, permit or authorization requirements and all laws and regulations and will comply with all reasonable requests by MCI WorldCom to evidence such authority, and (iii) should any infringement claims be filed against MCI WorldCom or its Affiliates because of the Marks, in addition to its indemnity in Section 6.1 above, Distributor shall procure, at its own expense, the right for MCI WorldCom to continue to use the Marks or shall provide MCI WorldCom with a non-infringing replacement. Failure to do so within thirty (30) days will permit MCI WorldCom to terminate this Agreement.

7.4 MCI WorldCom may terminate this Agreement immediately without notice in order to prevent damage to or degradation of its networks by Distributor or to comply with any law, regulation, court order or other governmental request order which requires immediate action for a violation of MCI WorldCom's Policy Against Spamming or for other behavior that in MCI WorldCom's sole discretion may be deemed to be illegal or as otherwise necessary to protect MCI WorldCom from legal liability. MCI WorldCom will endeavor to give Distributor notice regarding the reason(s) for termination as soon as reasonably practicable after such termination. MCI WorldCom's Policy Against Spamming may be obtained from Distributor's MCI Representative.

7.5 The terms of this Section 7 shall survive the expiration or termination of this Agreement.

8. PUBLICITY AND USE OF MCI WORLDCom'S NAME

MCI WorldCom and Distributor agree not to make any disclosure, public release or announcement concerning the subject matter or terms of this Agreement without written approval from the other party.

9. TAXES

9.1 The amounts to be paid by Distributor for MCI WorldCom Prepaid are exclusive of taxes, tax-like charges and tax-related surcharges which Distributor agrees to pay. If Distributor provides MCI WorldCom with a duly authorized exemption certificate, MCI WorldCom will exempt Distributor in accordance with law effective on the date the certificate is received. Distributor also agrees to pay a separate MCI WorldCom-computed state and local telecommunications charge for each prepaid card. Thereafter, MCI WorldCom shall only be responsible for state and local telecommunications taxes and charges imposed on the telecommunications usage of the cards and based on the amount that was paid by Distributor to MCI WorldCom. All other taxes, tax-like charges, surcharges or levies (including without limitation taxes imposed at any point of sale or on any enhanced value of the MCI WorldCom Prepaid distributed) shall be the responsibility of Distributor for which Distributor shall indemnify MCI WorldCom for such taxes, charges paid by MCI WorldCom on Distributor's behalf.

9.2 Distributor also agrees to pay federal communications excise tax ("FET") calculated on the amount that MCI WorldCom determines shall be printed on the face of the cards. If any additional FET is assessed, MCI WorldCom will invoice Distributor for such additional FET which Distributor agrees to pay, and MCI WorldCom will remit payment to the appropriate authority.

10. RELATIONSHIP OF THE PARTIES

10.1 Except as expressly provided in this Agreement, the relationship of the parties hereto in the performance of this Agreement is that of independent contractors. Nothing contained in this Agreement will place the parties in the relationship of partners, agents, joint venturers, or employer-employee and, except as set forth herein, neither party will have any right to obligate or bind the other in any manner whatsoever nor represent to third parties that it has any right to enter into any binding obligation on the other's behalf.

10.2 The creation of subdistributorships by Distributor or any advertising by Distributor soliciting subdistributorships which fails to prominently and distinctly identify the name of Distributor and its affiliation with MCI WorldCom as an authorized distributor of MCI WorldCom Prepaid Service is prohibited under this Agreement. Breach of this provision may result in immediate termination of this Agreement without notice by MCI WorldCom.

11. RISK OF LOSS, SECURITY AND FRAUD CONTROL

11.1 Upon Delivery by MCI WorldCom, Distributor shall

11.1.1 bear risk of loss for MCI WorldCom Prepaid and shall be responsible for the proper handling, security, all risks of physical damage and protection from theft, fraud and misuse of MCI WorldCom Prepaid, including Card Numbers, Tracking Numbers and recharge, and

11.1.2 be responsible for all losses, damages, claims resolution and liability associated with MCI WorldCom Prepaid distributed by Distributor, its agents or distributors, including but not limited to replacement costs for MCI WorldCom Prepaid and the MCI WorldCom Prepaid fulfillment packages and any liabilities owed or credits issued to bona fide purchasers for the value of MCI WorldCom Prepaid.

11.2 MCI WorldCom shall be responsible for the proper handling, all risks of physical damage, protection from theft and security of MCI WorldCom Prepaid until Delivery of the MCI WorldCom Prepaid to Distributor (or Distributor's designated agent or vendor).

11.3 MCI WorldCom shall have the right to immediately deactivate particular Card Numbers or batches of Card Numbers in the event MCI WorldCom reasonably believes these cards have been improperly activated or are the subject of fraud.

11.4 Distributor shall have the right to request MCI WorldCom to deactivate batches of Card Numbers in the event that Distributor reasonably believes such Card Numbers have been improperly activated or are the subject of fraud. MCI WorldCom shall retain final discretion on all deactivation decisions.

12. CONFIDENTIALITY/PROPRIETARY INFORMATION

12.1 Confidential Information includes all information, whether in writing, magnetic media, oral, visual or other form, furnished by one party (the "Owner") to another (the "Recipient") which is or reasonably should be understood by the Recipient to be

proprietary and confidential because of legends or other markings or the circumstances of disclosure or the nature of the information itself including without limitation this Agreement. Each party recognizes the importance of the other's Confidential Information. Accordingly, each party agrees that the Recipient will (i) protect such Confidential Information from disclosure to third parties by using the same degree of care it uses to protect its own confidential or proprietary information of like importance, but at least using a reasonable degree of care; (ii) not disclose any of the Confidential Information or any information derived from it to any third person except to its Affiliates and contractors when such are under a confidentiality obligation to the Recipient the equal of this confidentiality obligation; (iii) not make any use whatsoever or disclosure to a third party at any time such Confidential Information in any form without the express prior written consent of the Owner; (iv) give access to any such Confidential Information only to Affiliates, employees, agents or contractors with a legitimate need to know and shall similarly bind such in writing; (v) immediately upon termination of this Agreement, return or at the Owner's direction, destroy and certify the destruction of all Confidential Information and all documents and media containing any such Confidential Information and all copies and extracts thereof; and (vi) promptly notify the Owner in writing prior to disclosing Confidential Information in the event that Recipient is required by law or court order to disclose the Confidential Information, so that Owner may seek a protective order or other remedy, and if the Owner is not successful in precluding the disclosure, Recipient will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

12.2 Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, that monetary damages for breach or threatened breach of obligations under this Section may not be adequate and that therefore the Owner shall be entitled to injunctive or other equitable relief (without the necessity of posting bond) including reasonable attorney's fees and other court cost and expenses with respect thereto, and any such remedies are in addition to and not in lieu of other remedies available to the Owner.

12.3 Without granting any right or license, the parties agree that the foregoing shall not apply with respect to information the Recipient can document (i) is in or (through no improper action or inaction by the Recipient or any Affiliate, agent or employee thereof) enters the public domain, or (ii) was in its possession or known by it prior to receipt from the disclosing party, or (iii) was rightfully disclosed to it by another person without restriction, or (iv) was developed independently by it without use of the Confidential Information.

12.4 The terms of this Section 12 shall survive the expiration or termination of this Agreement.

13 DISPUTE RESOLUTION

Any dispute concerning the subject matter or terms of this Agreement shall be settled by binding arbitration in accordance with the JAMS/Endispute Arbitration Rules and Procedures. Each party shall bear fifty percent of the cost of the proceeding. The arbitration shall be conducted pursuant to the U.S. Arbitration Act, 9 U.S.C. 1-16, and the provisions of this Agreement. The arbitrator shall have no power to make awards of punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of the relevant documents, shall be final and binding, and may be confirmed or enforced in any court of competent jurisdiction. The terms of this Section 13 shall survive the expiration or termination of this Agreement.

14 CHOICE OF LAW

Without limiting the provisions of Section 13 hereof, this Agreement shall be governed by the laws of the state of New York without regard to its choice of law principles.

15 NO ASSIGNMENT

This Agreement may not be assigned by any party by operation of law or otherwise except with the prior written consent of the other party. MCI WorldCom may assign this Agreement to any of its Affiliates.

16 SEVERABILITY

If any part of this Agreement proves to be invalid or unenforceable for any reason, such invalidity will affect only the portion of the Agreement that is invalid. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

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EXPRESS CARD DISTRIBUTOR AGREEMENT
MCI WORLDWIDE PREPAID SERVICE

Revised

This Distributor Agreement and the Terms and Conditions, attached herein and incorporated herein (the "Agreement") is by and between MCI WORLDWIDE Communications, Inc. ("MCI WorldCom"), Three Kings Drive, Atlanta, Georgia 30346 and Flexing Companies, Inc. ("Distributor"), 324-NW 26th Street, Oklahoma City, Oklahoma 73112.

1. **TERMINATION OF RELATIONSHIP OF THE PARTIES**

1.1 This Agreement shall become effective upon MCI WorldCom's signature ("Effective Date") and shall continue in full force and effect for a period of one year ("Term"), unless otherwise terminated in accordance with the terms of this Agreement entitled "Termination". Thereafter, the Agreement will be automatically renewed on a month-to-month basis, terminable by Distributor or MCI WorldCom on 30-days prior written notice at any time.

1.2 Distributor shall act as a sales agent and retail distributor solely for the purpose of distributing MCI WorldCom Prepaid within the United States. Distribution of MCI WorldCom Prepaid outside the United States is prohibited. MCI WorldCom Prepaid cannot be actively marketed within Puerto Rico.

1.3 MCI WorldCom Prepaid is provided pursuant to MCI WORLDWIDE Communications, Inc. F.I.C. Title No. L, or its successor, and, as applicable, any of one or more of its U.S.-based Affiliates (collectively the "Party"), or the terms and conditions contained on the MCI WorldCom Prepaid product, printed materials, and at www.mci.com (collectively, the "Terms and Conditions"), which may be modified and amended by MCI WorldCom from time to time, the terms of which are incorporated herein by this reference.

2. **PRICE AND COMMISSION**

2.1 Distributor shall remit to MCI WorldCom the MCI WorldCom invoice fee or the rate shown from the Terms and Conditions (as shown in Section 2.3 below), which will be represented in an invoice biller within 30 days of the end, without regard to whether the MCI WorldCom Prepaid is distributed to End Users. Distributor may deduct from such payments the commission in which Distributor is entitled and shall pay to MCI WorldCom an effective rate as set forth in Section 2.3 below.

Card Rate	Effective Rate Per Sales
1000 Prepaid Phone Card	\$1.01 2.81
5000 Prepaid Phone Card	\$5.01 5.61
5000 Prepaid Phone Card	\$11.22 11.22

2.2 Nothing in this Agreement shall prohibit Distributor from, during its commission, in whole or in part, with End Users in order to promote its own business needs or objectives. In such event, the MCI WorldCom entitled rate at the time when from the Terms and Conditions paid by End User will consist of the amount actually paid by the End User to the Distributor plus an amount equal to the "stated commission" (or the amount equal to the difference between the MCI WorldCom entitled rate or the rate then from the Terms and Conditions and the amount actually paid by the End User to the Distributor for MCI WorldCom Prepaid). Distributor may not charge End Users a rate in excess of MCI WorldCom's entitled rate, or rate coming from the Terms and Conditions, both of which may be changed from time to time by MCI WorldCom.

2.4 Distributor shall be responsible for all aspects of collection of MCI WorldCom Prepaid revenues from End Users.

2.5 From time to time, governmental or other regulatory authorities may require MCI WorldCom to submit or pay amounts not covered by the terms and charges set forth herein. Upon notice to Distributor, MCI WorldCom may adjust its rates and charges to recover such amounts.

2.6 In the event MCI WorldCom increases the end user, domestic exchange rate, Distributor shall have 30 days in which to terminate this Agreement without liability, except for charges incurred prior to termination of this Agreement. If Distributor fails to provide MCI WorldCom notice of its intent to terminate within such 30-day period, Distributor shall remain in right to hereunder and all terms and conditions set forth in this Agreement shall continue in full force and effect.

3. **INDEMNIFICATION**

3.1 End User will remain liable by company.

3.2 Such End User accepted will incur a surcharge that will vary by company.

3.3 End User seeking relief from payments will incur a payment surcharge in accordance with the Terms and Conditions, the current surcharge being \$0.50 for each completed call.

3.4 Full release regarding payment will apply.

3.5 End User will rates and features are subject to the Terms and Conditions, which MCI WorldCom may change from time to time. MCI WorldCom reserves the right not to submit any PPA that has not received prior to a change in End User will rates or features. If Distributor desires to distribute different branded cards with different End User rates in the same state or location, it must display or offer such cards in a manner that distinguishes the different rates and brands available to End Users.

4. **RECHARGE FEATURE**

4.1 End Users may recharge their MCI WorldCom Prepaid, thus extending the service life of the card for an additional period of 12 months from the date of recharge ("Recharge Feature"). End Users must add a minimum of Five Dollars per recharge order and may place a maximum of one recharge order during each weekly period. These limitations may change from time to time at the discretion of MCI WorldCom.

4.2 MCI WorldCom shall pay Distributor a commission of 15% of the value added to the card. MCI WorldCom shall pay commissions monthly but may reserve commission payment amounts of less than \$2500 until commissions reach to Distributor equal or exceed \$2500. The commissions to be paid by MCI WorldCom to Distributor are exclusive of any applicable taxes, license charges and third-party charges (collectively in this section, "Taxes"), which MCI WorldCom agrees to pay, provided Distributor provides MCI WorldCom the cash Taxes within 90 days after the payment giving rise to them is made. If Distributor fails to provide MCI WorldCom for any Taxes due in connection with the amounts to be paid by MCI WorldCom, then Distributor will indemnify and hold harmless MCI WorldCom for any and all liability (including reasonable attorneys' fees) arising from or related to Distributor's failure to provide or the nonpayment of Taxes.

Such commission payments shall be delivered in the following

Name: LESLIE D. JENKINS
Title: Regional Director MGR.
Billing Address: 324-NW 26th Street
Oklahoma City, OK 73112

Distributor must provide MCI WorldCom with written notification of change in the name, title or address of the recipient of the recharge commission payments.

4.3 The charge to End Users for additional value added to completed MCI WorldCom Prepaid will be MCI WorldCom's prevailing entitled rate or rate when from the Terms and Conditions on the date of recharge, payable by credit card.

4.4 Distributor must request the amount of any commission to be charged with End User on the date of activation of this Agreement and may request the modification of the recharge rate per link during the Term of this Agreement on 30 days prior written notice to MCI WorldCom. The charge will be effective within 30 days of MCI WorldCom's receipt of notice. Distributor must submit any notice regarding commission calculation in writing to MCI WorldCom within 90 days of receiving commission.

4.5 MCI WorldCom will have the right to withhold any recharge commission owed to Distributor by MCI WorldCom if anytime a payment owed by Distributor to MCI WorldCom is more than 30 days past due. MCI WorldCom will pay Distributor any withheld recharge commission when Distributor has paid the past due amount in full. As recharge commissions to Distributor shall end upon termination or expiration of this Agreement.

4.6 MCI WorldCom will have the right to withhold from any recharge commission owed to Distributor any amount that may have been paid or may be due Distributor as a result of fraudulent, unauthorized, rejected or voided recharge purchases.

4.7 If MCI WorldCom's entitled rate or rate taken from the Terms and Conditions for MCI WorldCom Prepaid is changed, Distributor's recharge commission will be adjusted accordingly.

MCI WORLDWIDE CONFIDENTIAL

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Distributor
InitialsMCI WorldCom
Initials

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FLEMING COMPANIES

#4064 2.003/007

1. MARKETING FUND

6.1 MCI WorldCom will establish a Cooperative Marketing Fund ("Fund") for Distributor in an amount equivalent to \$5,000.00. Distribution of the Fund shall be in accordance with MCI WorldCom's policies and procedures. Distributor shall use commercially reasonable efforts to use Fund earnings to promote, market, and distribute the MCI WorldCom Prepaid. Claims for reimbursement under the Fund must be submitted by March 31 of the year following the year in which expenses were incurred, or the expiration or earlier termination of this Agreement, whichever is earlier. Any amounts remaining in the Fund at the end of the Term will be the property of MCI WorldCom and shall not be returned to Distributor.

6.2 Distributor must submit to MCI WorldCom invoices that certify Distributor's marketing expenditures for MCI WorldCom Prepaid. Distributor may submit up to two statements for reimbursement during each 30-day period. MCI WorldCom will verify each submission and, upon approval of the request, will deliver any reimbursement amounts to Distributor. Any amounts remaining in the Fund at the end of the Term will be the property of MCI WorldCom and shall not be delivered to Distributor. Invoices should be mailed to ATTN: Co-Marketing Fund Manager, MCI WorldCom Prepaid, 810 Edinboro Street, Vancouver, WA 98681.

6. RETAIL CARD STYLE

6.1 Distributor may select from the most demonstrations offered below to distribute at introductory locations.

☐ \$30 MCI WorldCom Prepaid Phone Card
☐ \$15 MCI WorldCom Prepaid Phone Card
☐ \$15 MCI WorldCom Prepaid Phone Card

Card demonstrations are subject to change.

6.2 Distributor shall use commercially reasonable efforts to promote, market, and distribute the MCI WorldCom Prepaid.

7. PAYMENT

Distributor may select one of the following payment options:

<input type="checkbox"/>	payment in full prior to delivery
<input checked="" type="checkbox"/>	net 30 days depending on method of activation (prior MCI WorldCom which approval required an initial order and each order thereafter)

8. OTHER PRODUCTS

Other than the products discussed in this Agreement, Distributor agrees that Distributor will provide MCI WorldCom with at least fifteen days notice to submit a request for MCI WorldCom Prepaid prior to Distributor submitting any new request to any other telecommunications provider or as a general request for payment. If MCI WorldCom chooses not to submit a payment or Distributor determines that it wishes to discontinue such payment to other providers, Distributor may do so.

9. FULFILLMENT

9.1 MCI WorldCom shall be responsible for all charges related to MCI WorldCom Prepaid Fulfillment, including shipping. Unless otherwise agreed, MCI WorldCom shall design, produce, print, and distribute MCI WorldCom Prepaid and associated Fulfillment packages to Distributor.

9.2 A charge of royalty fee may be charged to the Distributor for use of certain third-party artwork, logo or image released by Distributor. Fees may be based on, but not limited to, the estimated use of artwork/logo/image, number of reproductions, graphic reproduction, quantity of cards produced, and geographic area of distribution. Distributor will be notified prior to production the exact fees payable required.

9.3 If Distributor requires distribution to multiple locations, Distributor must provide MCI WorldCom with the addresses to which the MCI WorldCom Prepaid and point of sale materials are to be shipped and quantities necessary for each location.

9.4 Each Distributor order for MCI WorldCom Prepaid must equal or exceed \$100.00 per area location.

9.5 Distributor-provided artwork, logo and images must be approved for use by the MCI WorldCom Advertising Law Department.

10. ACTIVATION/CARD EXPIRATION (select only one)

C. DISTRIBUTOR BATCH ACTIVATION: Within 12 months after shipment of MCI WorldCom Prepaid to Distributor, Distributor must call the MCI WorldCom

telecommunications service to pre-activate the MCI WorldCom Prepaid and make it ready for distribution to End Users. Within 12 months after such pre-activation, the End User must activate the MCI WorldCom Prepaid by calling a toll free number printed on the card and entering the PIN.

D. FIRST USE ACTIVATION: MCI WorldCom will pre-activate the MCI WorldCom Prepaid and make it ready for distribution to End Users within 72 hours after shipment to Distributor. Within 12 months after such pre-activation, the End User must activate the MCI WorldCom Prepaid by calling a toll free number printed on the card and entering the PIN.

MCI WorldCom Prepaid will expire and cannot be used by End Users to obtain telecommunications services or enhanced services (i) if it is not activated in the manner and within the time frames selected above, or (ii) 12 months after activation. For Distributor Batch Activation and First Use Activation methods, Distributor must distribute MCI WorldCom Prepaid in a manner that provides End Users a reasonable opportunity to activate their MCI WorldCom Prepaid.

11. NOTICE

Any notice required or permitted to be given or made under this Agreement shall be in writing and directed to:

MCI WORLD.COM PREPAID
 2330 Northwestern Parkway
 Alpharetta, GA 30004
 Attn: Director of Finance

Copy to: MCI WORLD.COM
 701 S. 12th St.
 Arlington, VA 22201
 Attn: Law & Public Policy - Mary Marlowe

Distributor
 Fleming Companies, Inc.
 3374 NW 56th Street
 Oklahoma City, OK 73112
 Attn: John B. Blevins

12. ENTIRE AGREEMENT

This Agreement, including the Terms and Conditions, any attachments or addenda hereto and the MCI WorldCom Prepaid Service Standard Terms and Conditions delivered with the MCI WorldCom Prepaid cards, constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements and representations of the parties related to these terms, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement cannot be modified or amended, subject to written documents expressly stating that it amends this particular Agreement and signed by the authorized representatives of both parties (which for MCI WorldCom does not include Branch or Sales Representatives). No purchase order, order receipt or other documentation provided by Distributor shall supplement or change the terms and conditions of this Agreement in any respect, and any attempt to do so shall be void, notwithstanding any MCI WorldCom shipment acknowledging receipt or any request of dealing problems to each other documents.

MCI WORLD.COM CONFIDENTIAL
 Page 2 of 6

Distributor Initials MCI WorldCom Initials

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FLEMING COMPANIES

#4464 P 004/007

By my signature, I acknowledge I have read and agree to the Terms and Conditions attached hereto or provided herewith and incorporated into this Agreement.

ADDRESSED TO:

BY: FLEMING COMPANIES, INC.

MCI WORLDWIDE COMMUNICATIONS, INC.

Authorized Representative Name:

Plantee Representative Name:

Title - Please Print:

Plantee Representative Title:

Authorized Representative Signature:

Plantee Representative Signature:

Date:

Date:

MCI WORLDWIDE CONFIDENTIAL
Page 3 of 6

Plantee
Initials

MCI Worldwide
Initials

EXPRESS' CARD DISTRIBUTOR AGREEMENT
MCI WORLDCom PREPAID SERVICE

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Affiliate(s)" of a party or other entity refers to a corporation, partnership, joint venture or other entity directly or indirectly through one or more intermediaries controlling, controlled by or under common control with such party or other entity.
- 1.2 "Delivery" refers to the time when MCI WorldCom transfers possession of any MCI WorldCom Prepaid card or PIN to Distributor or to a third-party designated by Distributor.
- 1.3 "End User" refers to any individual who has purchased or otherwise received lawfully MCI WorldCom Prepaid from a Distributor in accordance with the terms of this Agreement.
- 1.4 "Enhanced Services" refers to the specialized information or entertainment services (or other services) that may be available to End Users.
- 1.5 "Fulfillment" refers to the printing and packaging of MCI WorldCom Prepaid in card form with instructions, terms and conditions affecting use. When MCI WorldCom Prepaid cards are printed by any other vendor, "Fulfillment" shall mean MCI WorldCom's provision of instructions, terms and conditions for End User use.
- 1.6 "MCI WorldCom Prepaid" refers to MCI WorldCom's Express! branded prepaid international surcharge calling card product which provides End Users with long distance calling value in the amount specified on the card's front in U.S. dollars for use in making long distance calls on MCI WorldCom's network or accessing Enhanced Services. Calls can originate domestically and terminate domestically or internationally.
- 1.7 "PIN" refers to each unique numeric code that is necessary for End Users to access MCI WorldCom Prepaid for usage.
- 1.8 "Tracking Number" refers to the number unique to each MCI WorldCom Prepaid, which is printed visibly on the MCI WorldCom Prepaid card and/or package and is used for purposes of inventory and activation.

2. MCI WORLDCom ORIFICATIONS

- 2.1 MCI WorldCom shall provide the long distance network via which service is provided and 24-hour call completion support. In addition, MCI WorldCom shall provide End User with customer service as set forth in the Tariff and Terms and Conditions.
- 2.2 MCI WorldCom shall provide designated toll free numbers and the systems necessary to permit End Users to use the activated MCI WorldCom Prepaid.
- 2.3 MCI WorldCom shall initially offer MCI WorldCom Prepaid in English and Spanish. Additional languages may be offered at MCI WorldCom's discretion.
- 2.4 MCI WorldCom shall be responsible for the proper application of authorized activation procedures according to the terms of this Agreement.

3. REFUNDS

Except as specifically authorized by MCI WorldCom in writing, any refunds issued by Distributor are the sole responsibility of Distributor and shall not affect Distributor's responsibility to make complete payment to MCI WorldCom. Any MCI WorldCom Prepaid activated and issued by Distributor to End Users in lieu of refunds shall be at the discretion of Distributor and shall not affect Distributor's responsibility to make complete payment to MCI WorldCom.

4. TERMINATION

- 4.1 Either party may terminate this Agreement for Cause (as defined herein). As used herein, "Cause" will mean a failure of the other party to perform a material obligation under this Agreement which failure is not remedied by the defaulting party within 30 days after receipt of written notice thereof.
- 4.2 If Distributor terminates this Agreement prior to the expiration of the Term, for reasons other than for Cause, or if MCI WorldCom terminates this Agreement for Cause, in addition to any other amounts Distributor may owe, Distributor will pay, in full, without offset or deduction, within 30 days after such termination: (i) an amount equal to 25% of the average amount of MCI WorldCom Prepaid invoiced on a monthly basis during the Term multiplied by the number of months remaining in the original Term as of the date of termination, and (ii) a pro-rated portion of the deposits made to the Fund and paid to Distributor as of the date of termination.

- 4.3 Notwithstanding Section 4.2 above, (i) if a Tariff revision needed to implement the terms of this Agreement is suspended or rejected, then either party may terminate this Agreement without liability on 30 days prior written notice given no later than 30 days after such suspension or rejection or (ii) if MCI WorldCom revises any tariff or the Price Guide in a manner that is inconsistent with the provisions of this Agreement in any material and adverse respect and MCI WorldCom does not effect revisions that remedy such inconsistency within ninety (90) days, then Distributor may, as its sole remedy, elect to terminate this Agreement without liability on 30 days written notice given no later than 30 days after such failure.

5. WARRANTY

- 5.1 MCI WorldCom warrants to Distributor that MCI WorldCom Prepaid cards and Fulfillment packages printed by MCI WorldCom will be, on the date of shipment to Distributor, free from defects in material and workmanship. If any defect in material or workmanship appears in the cards or Fulfillment material that MCI WorldCom has printed, MCI WorldCom will replace the defective cards or materials without charge provided that: (1) the defect is discovered within 60 days from the date of shipment, (2) Distributor notifies MCI WorldCom in writing of the claimed defect within 30 days after Distributor's receipt of the claimed defect, and (3) MCI WorldCom's examination of the alleged defect discloses that the claimed defect actually exists. If MCI WorldCom reasonably determines that the cards or Fulfillment materials are not defective, Distributor shall pay all costs of handling, inspection and transportation incurred by MCI WorldCom.
- 5.2 Notwithstanding the foregoing, MCI WorldCom's liability for breach of this warranty to Distributor in Section 5.1 or for a claim by an End User shall in no event exceed MCI WorldCom's liability directly to an End User pursuant to the Tariff and Terms and Conditions or other applicable tariff or term and condition and shall be limited to a credit to the Distributor or End User, as applicable, for the services which were not provided in accordance with the MCI WorldCom Prepaid Service Terms and Conditions which are included with MCI WorldCom Prepaid and are incorporated herein by this reference.

- 5.3 THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHICH ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO MCI WORLDCom PREPAID AND THE LONG DISTANCE SERVICES AND OTHER ENHANCED SERVICES PROVIDED HEREUNDER.

6. INDEMNIFICATION/LIMITATION OF LIABILITY

- 6.1 Distributor agrees to indemnify, defend and hold harmless MCI WorldCom, its Affiliates, employees, directors, officers, agents and assigns (collectively "MCI WorldCom Agents") from any and all liability to third parties (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including reasonable attorneys' fees and allocable costs of in-house counsel) arising from: (i) a breach by Distributor of its obligations or warranties under this Agreement, (ii) the acts, errors, omissions, or negligence of Distributor, its employees, Affiliates, distributors or agents (collectively "Distributor's Agents"), (iii) the exercise by MCI WorldCom and MCI WorldCom Agents of any rights purported to be granted to them by Distributor, (iv) violation(s) by Distributor or Distributor's Agents of the trademarks, service marks, copyrights, moral rights, patents, trade secrets or other proprietary rights or intellectual property rights of MCI WorldCom, MCI WorldCom's Affiliates or of a third party in connection with the performance of services under this Agreement, other than a claim based on an assertion by a third party that MCI WorldCom does not own the trademarks, service marks or other symbols (collectively "MCI WorldCom Marks") or (v) false or misleading advertising claims in violation of local, state or federal law made by Distributor or Distributor's Agents, other than a claim that the substance of an advertising claim approved by MCI WorldCom is materially false or misleading.
- 6.2 MCI WorldCom agrees to indemnify, defend and hold harmless Distributor and Distributor's Agents from any and all liability to third parties (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including reasonable attorneys' fees and allocable costs of in-house counsel) arising from: (i) a breach by MCI WorldCom of its obligations under this Agreement, (ii) the acts, errors, omissions or negligence of MCI WorldCom or MCI WorldCom's Agents or (iii) violation(s) by MCI WorldCom of Distributor's or a third party's U.S. trademarks or copyrights in connection with the performance of services under this Agreement that are not covered by Distributor's indemnity obligations in Section 6.1 above. MCI WorldCom's liability to Distributor arising from third party claims that are subject to the Tariff and Terms and Conditions, any other applicable tariff or any agreement between MCI WorldCom and such claimant governing the use of MCI WorldCom Prepaid shall not exceed MCI

WorldCom's liability to claimant under such Tariff and Terms and Conditions, other applicable tariff or agreement.

- 6.3 Neither party shall be liable to the other for any loss of profit, indirect, special, exemplary, punitive, incidental or consequential damages that such party, its employees, agents or assigns, may suffer which are caused by or result from the performance or nonperformance of this Agreement.

- 6.4 The terms of this Section 6 shall survive the expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY/USE OF MARKS

- 7.1 Distributor acknowledges MCI WorldCom's rights in the MCI WorldCom Marks, intellectual property and proprietary rights, whether registered or unregistered, owned by or licensed to MCI WorldCom and agrees not to assert any rights with regard to the MCI WorldCom Marks and other MCI WorldCom intellectual and proprietary property. Upon the prior written permission of MCI WorldCom, Distributor may use the MCI WorldCom Marks solely for its advertising and promotion of MCI WorldCom Prepaid provided such use conforms to MCI WorldCom's standards and guidelines as provided on MCI WorldCom's website which may be modified without prior notice to Distributor and that it does not alter or remove the MCI WorldCom Marks or other legal notices from MCI WorldCom products. MCI WorldCom may use the Marks (as defined in Section 7.3 below) with the MCI WorldCom Marks in the MCI WorldCom Prepaid and its advertising, promotional, marketing and point-of-sale materials (collectively "POS"). MCI WorldCom may terminate this Agreement immediately without prior notice if Distributor uses the MCI WorldCom name, MCI WorldCom Marks or other MCI WorldCom intellectual and proprietary property without MCI WorldCom's prior written permission. Except as expressly provided, nothing in this Agreement shall be deemed to grant a party any license, sublicense, intellectual property interest, proprietary right, or other interest in the other party's intellectual property and proprietary rights.

- 7.2 Prior to any use, proposed advertising or marketing copy must be submitted for review and written approval by:

Advertising Group, Law & Public Policy
MCI WorldCom
1133 19th Street N.W. 2nd Floor
Washington, DC 20036
Fax: (202) 736-6471

- 7.3 Distributor represents and warrants to MCI WorldCom that: (i) it owns or has obtained all necessary rights to license or the required approvals for MCI WorldCom to use all trademarks, copyrights, images and any other intellectual property, including images of celebrities and non-celebrity individuals (collectively "the Marks") that Distributor furnishes for use with MCI WorldCom Prepaid and the POS and such Marks shall not infringe any third party rights anywhere in the world; (ii) Distributor is in compliance with and shall remain in compliance with all local license, permit or authorization requirements and all laws and regulations and will comply with all reasonable requests by MCI WorldCom to evidence such authority; and (iii) should any infringement claims be filed against MCI WorldCom or its Affiliates because of the Marks in addition to its indemnity in Section 6.1 above, Distributor shall procure, at its own expense, the right for MCI WorldCom to continue to use the Marks or shall provide MCI WorldCom with a non-infringing replacement. Failure to do so within 30 days will permit MCI WorldCom to terminate this Agreement.

- 7.4 MCI WorldCom may terminate this Agreement immediately without notice in order to prevent damage to or degradation of its networks by Distributor, or to comply with any law, regulation, court order or other governmental request order which requires immediate action, for a violation of MCI WorldCom's Policy Against Spamming, or for other behavior that in MCI WorldCom's sole discretion may be deemed to be illegal, or as otherwise necessary to protect MCI WorldCom from legal liability. MCI WorldCom will endeavor to give Distributor notice regarding the reason(s) for termination as soon as reasonably practicable after such termination. MCI WorldCom's Policy Against Spamming may be obtained from Distributor's Representative.

- 7.5 The terms of this Section 7.1 and 7.3 shall survive the expiration or termination of this Agreement.

8. PUBLICITY AND USE OF MCI WORLD COM'S NAME

MCI WorldCom and Distributor agree not to make any disclosure, public release or announcement concerning the subject matter or terms of this Agreement without written approval from the other party.

9. TAXES

- 9.1 The amounts to be paid by Distributor for MCI WorldCom Prepaid are exclusive of taxes, tax-like charges and tax-related surcharges which Distributor agrees to pay. If

Distributor provides MCI WorldCom with a duly authorized exemption certificate, MCI WorldCom will exempt Distributor in accordance with law effective on the date the certificate is received. Distributor also agrees to pay a separate MCI WorldCom computed state and local telecommunications charge for each prepaid card. Thereafter, MCI WorldCom shall only be responsible for state and local telecommunications taxes and charges imposed on the telecommunications usage of the cards and based on the amount that was paid by Distributor to MCI WorldCom. All other taxes, tax-like charges, surcharges or levies (including without limitation taxes imposed at any point of sale or on any enhanced value of the MCI WorldCom Prepaid distributed) shall be the responsibility of Distributor, for which Distributor shall indemnify MCI WorldCom.

- 9.2 Distributor also agrees to pay federal communications excise tax ("FET") calculated on the amount that MCI WorldCom determines shall be printed on the face of the cards. Thereafter, MCI WorldCom shall only be responsible for FET based on the amount that MCI WorldCom determines shall be printed on the face of the cards. Any additional FET shall be the responsibility of Distributor, for which Distributor shall indemnify MCI WorldCom.

10. RELATIONSHIP OF THE PARTIES

- 10.1 Except as expressly provided in this Agreement, the relationship of the parties hereto in the performance of this Agreement is that of independent contractors. Nothing contained in this Agreement will place the parties in the relationship of partners, agents, joint ventures or employer-employee, and, except as set forth herein, neither party will have any right to obligate or bind the other in any manner whatsoever nor represent to third parties that it has any right to enter into any binding obligation on the other's behalf.

- 10.2 The creation of subdistributorships by Distributor or any advertising by Distributor soliciting subdistributorships which fails to prominently and distinctly identify the name of Distributor and its affiliation with MCI WorldCom as an authorized distributor of MCI WorldCom Prepaid Service is prohibited under this Agreement. Breach of this provision may result in immediate termination of this Agreement without notice by MCI WorldCom.

- 10.3 In the event that Distributor elects to distribute MCI WorldCom Prepaid through subdistributors, Distributor will be responsible for ensuring that such subdistributors distribute MCI WorldCom Prepaid in accordance with this Agreement. The creation of subdistributorships by Distributor or any advertising by Distributor soliciting subdistributorships which fails to prominently and distinctly identify the name of Distributor and its affiliation with MCI WorldCom as an authorized distributor of MCI WorldCom Prepaid Service is prohibited under this Agreement. Breach of this provision may result in immediate termination of this Agreement without notice by MCI WorldCom.

11. RISK OF LOSS, SECURITY AND FRAUD CONTROL

- 11.1 Upon Delivery by MCI WorldCom, Distributor shall:

11.1.1 bear risk of loss for MCI WorldCom Prepaid and shall be responsible for the proper handling, security, all risks of physical damage and protection from theft, fraud and misuse of MCI WorldCom Prepaid, including PINs, Tracking Numbers and recharge, and

11.1.2 be responsible for all losses, damages, claims, resolution and liability associated with MCI WorldCom Prepaid distributed by Distributor, its agents or subdistributors, including but not limited to replacement costs for MCI WorldCom Prepaid and the MCI WorldCom Prepaid fulfillment packages, any liabilities owed or credits issued to bona fide purchasers for the value of MCI WorldCom Prepaid and any liability related to the distribution of MCI WorldCom Prepaid in a manner inconsistent with the requirements of this Agreement.

- 11.2 MCI WorldCom shall be responsible for the proper handling, all risks of physical damage, protection from theft, and security of MCI WorldCom Prepaid until Delivery of the MCI WorldCom Prepaid to Distributor (or Distributor's designated agent or vendor).

- 11.3 MCI WorldCom shall have the right and Distributor shall have the right to request MCI WorldCom to deactivate Prepaid cards or PINs or batches of cards or PINs in the event MCI WorldCom or Distributor reasonably believes these cards have been improperly activated or are the subject of fraud. MCI WorldCom shall retain final discretion on all deactivation decisions.

12. CONFIDENTIALITY/PROPRIETARY INFORMATION

- 12.1 Confidential Information includes all information whether in writing, magnetic media, oral, visual or other form furnished by one party (the "Owner") to another ("the Recipient") which is or reasonably should be understood by the Recipient to be proprietary and confidential because of legends or other markings or the circumstances of disclosure or the nature of the information itself, including without limitation this

MCI WORLD COM CONFIDENTIAL

Page 5 of 6

Distributor Initials MCI WorldCom Initials

Agreement. Each party recognizes the importance of the other's Confidential Information. Accordingly, each party agrees that the Recipient will (i) protect such Confidential Information from disclosure to third parties by using the same degree of care it uses to protect its own confidential or proprietary information of like importance, but at least using a reasonable degree of care; (ii) not disclose any of the Confidential Information or any information derived from it to any third person except to its Affiliates and contractors when such are under a confidentiality obligation to the Recipient the equal of this confidentiality obligation; (iii) not make any use whatsoever or disclosure to a third party at any time such Confidential Information in any form without the express prior written consent of the Owner; (iv) give access to any such Confidential Information only to Affiliates, employees, agents or contractors, with a legitimate need to know and shall similarly bind such in writing; (v) immediately upon termination of this Agreement, return or at the Owner's direction, destroy and certify the destruction of all Confidential Information and all documents and media containing any such Confidential Information and all copies and extracts thereof; and (vi) promptly notify the Owner in writing prior to disclosing Confidential Information in the event that Recipient is required by law or court order to disclose the Confidential Information so that Owner may seek a protective order or other remedy; and if the Owner is not successful in precluding the disclosure, Recipient will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information. Each Owner shall mark all written material as "Confidential" and in case of oral disclosures, Owner shall follow such disclosures with written notice of confidentiality to Recipient.

- 12.2 Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, that monetary damages for breach or threatened breach of obligations under this Section may not be adequate and that therefore the Owner shall be entitled to injunctive or other equitable relief (without the necessity of posting bond) including reasonable attorney's fees and other court cost and expenses with respect thereto and any such remedies are in addition to and not in lieu of other remedies available to the Owner.
- 12.3 Without granting any right or license, the parties agree that the foregoing shall not apply with respect to information the Recipient can document (i) is in or (through no improper action or inaction by the Recipient or any Affiliate, agent or employee thereof) enters the public domain, or (ii) was in its possession or known by it prior to receipt from the disclosing party or (iii) was rightfully disclosed to it by another person without restriction or (iv) was developed independently by it without use of the Confidential Information.
- 12.4 The terms of this Section 12 shall survive the expiration or termination of this Agreement.

13 CHOICE OF LAW

This Agreement shall be governed by the laws of the state of New York without regard to its choice of law principles.

14 NO ASSIGNMENT

This Agreement may not be assigned by any party by operation of law or otherwise except with the prior written consent of the other party. MCI WorldCom may assign this Agreement to any of its Affiliates.

15 SEVERABILITY

If any part of this Agreement proves to be invalid or unenforceable for any reason, such invalidity will affect only the portion of the Agreement that is invalid. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part thereof and the remainder of the Agreement shall remain in full force and effect.

16 DISPUTE RESOLUTION

Any dispute arising out of or related to this Agreement, which cannot be resolved by negotiation must be settled by binding arbitration in accordance with the I A M S/ENDISPUTE Arbitration Rules and Procedures ("Endispute Rules") in effect at the time of the dispute as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, will be shared equally by the parties unless the arbitration award provides otherwise. Each party will bear all costs and fees incurred preparing and presenting its case. All arbitration proceedings will be held at the location designated by the party seeking the arbitration. This provision and the arbitrator's authority to grant relief are subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA") the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The parties agree that the arbitrator has no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement and Endispute Rules and in no event does the arbitrator have the authority to make any award that provides for indirect, special, consequential, incidental, exemplary or punitive damages arising out of the subject matter of this Agreement. Nothing in this section limits either party's indemnification obligations with respect to third party claims under the Indemnification/Limitation of Liability section above. The arbitrator's decision must follow the plain meaning of the relevant documents and is final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post award proceedings are governed by the USAA. This provision may not be construed so as to prohibit either party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

KM/fleming express/060201

AR255 Date 08/04/03
Time 10 59

Company 1022 MCI WORLD COM PREPAID
National Account Aging Report

Aging As Of 08/04/03
Currency Displayed In USD

Page 1

\$ 15,546.24

National Account FLEMNATNL NATNL\FLEMING COMPANIES INC

Transaction	P F	Date	Future	Current	D A Y S P A S T I N V O I C E D A T E				
					1 - 30	31 - 60	61 - 90	91 -120	Over-120
P 4480108282 *		08/20/01	0 00	0 00	0 00	0 00	0 00	0 00	158 12-
D CB-0009073		12/10/01	0 00	0 00	0 00	0 00	0 00	0 00	118 38
D CB-0013059		10/28/02	0 00	0 00	0 00	0 00	0 00	0 00	102 50
D FC-0059941		03/31/03	0 00	0 00	0 00	0 00	0 00	0 00	94
D FC-0060140		04/30/03	0 00	0 00	0 00	0 00	0 00	94	0 00
D FC-0060360		05/31/03	0 00	0 00	0 00	0 00	0 00	0 00	0 00
D FC-0060594		06/30/03	0 00	0 00	0 00	94	0 00	0 00	0 00
D FC-0060838		07/31/03	0 00	0 00	94	0 00	0 00	0 00	0 00
Customer Totals			0 00		94		94		63 70
Total AR				0 00		94		94	
		67 46							
			0 00 %	0 00 %	1 39 %	1 39 %	1 39 %	1 39 %	94 43 %
F O R Avg 444 50					4 00	35 00	65 00	96 00	451 19

Customer FLEM00000 FLEMING COMPANIES INC

Company 1022

SalesRep 39

Transaction	P F	Date	Future	Current	D A Y S P A S T I N V O I C E D A T E				
					1 - 30	31 - 60	61 - 90	91 -120	Over-120
C C900001491		11/07/01	0 00	0 00	0 00	0 00	0 00	0 00	6 51-
C C900001853		12/18/01	0 00	0 00	0 00	0 00	0 00	0 00	141 25-
C C900002908		04/22/02	0 00	0 00	0 00	0 00	0 00	0 00	135 05-
C C900004538		02/25/03	0 00	0 00	0 00	0 00	0 00	0 00	66 88-
C C900004571		03/20/03	0 00	0 00	0 00	0 00	0 00	0 00	51 25-
C C900004676		04/22/03	0 00	0 00	0 00	0 00	0 00	41 88-	0 00
C C900004718		05/21/03	0 00	0 00	0 00	0 00	13 13-	0 00	0 00
I I900003697		02/24/03	0 00	0 00	0 00	0 00	0 00	0 00	6880 34
I I900003848		03/20/03	0 00	0 00	0 00	0 00	0 00	0 00	6301 12
I I900003954 *		04/22/03	0 00	0 00	0 00	0 00	0 00	2757 97	0 00
I I900004043		05/20/03	0 00	0 00	0 00	0 00	1851 09	0 00	0 00
D FC-0060139		04/30/03	0 00	0 00	0 00	0 00	0 00	191 08	0 00
D FC-0060359		05/31/03	0 00	0 00	0 00	0 00	232 25	0 00	0 00
D FC-0060593		06/30/03	0 00	0 00	0 00	260 02	0 00	0 00	0 00
D FC-0060837		07/31/03	0 00	0 00	260 02	0 00	0 00	0 00	0 00
Customer Totals			0 00		260 02		2,070 21		12,780 52
Total AR				0 00		260 02		2,907 17	
		18 277 94							
			0 00 %	0 00 %	1 42 %	1 42 %	11 33 %	15 91 %	69 92 %
F O R Avg 130 36					4 00	35 00	74 77	103 48	149 53



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

Request for Payment

Reason Unauthorized deduction

Date 12/10/01

Page No 1

Customer No FLEMNATNL **Reference No** CB-0009073

To NATNL FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112

From MCI WORLDCOM PREPAID
11035 Sandy Blvd
Portland OR 97220

Reference		Deduction	Amount
Payment 4480111384 Date 12/03/01 Amount 21,958 44 You have taken an unauthorized credit We charged back your account for the amount Please pay the discrepancy or send documentation regarding the reason for the credit			
C900001372	CHARGE BACK MEMO	0 00	118 38
1½% Interest per Month will be added on Past Due Amounts			
Remit To MCI WORLDCOM PREPAID 11035 Sandy Blvd Portland OR 97220			
Claims for Credit Regarding Quantity Discrepancies must be received within 15 days of Invoice date			Amount Due: 118 38

503-262-2508 Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

Request for Payment

Reason Unauthorized deduction

Date 10/28/02

Page No 1

Customer No FLEMNATNL **Reference No** CB-0013059

To NATNL FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112

From MCI WORLD COM PREPAID
11035 Sandy Blvd
Portland OR 97220

Reference		Deduction	Amount
	Payment 4480122017 Date 10/28/02 Amount 9,496 81 You have taken an unauthorized credit We charged back your account for the amount Please pay the discrepancy or send documentation regarding the reason for the credit		
C900003986	CHARGE BACK MEMO	0 00	102 50
1½% Interest per Month will be added on Past Due Amounts			
Remit To MCI WORLD COM PREPAID 11035 Sandy Blvd Portland OR 97220			
Claims for Credit Regarding Quantity Discrepancies must be received within 15 days of Invoice date			Amount Due 102 50

503-262-2508 Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

CREDIT MEMO

Page No	Invoice No
1	C9 1491
Invoice Date	Due Date
11/07/01	11/07/01

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Purchase Order No.	Date Ordered	Order No.	Invoice No.	Total Credit
			C9 1491	6.51
Ship Via	Salesperson		Terms	
	NATIONAL HOUSE ACCOUNT		DUE 30 DAYS	

Line	Item/Description/Serial No. Detail	Quantity & Unit Price	Discount	Extended
	800# PEELED OFF WHEN OPENED STORE 338			
1	10104387	2- EA 2 81000 EA	0 00	5 62-
	WCOM EX 005\$ IN DTB D EXPRESS DTMF \$5 @ 3-9 PER MIN			
	FUSF FEE			42-
	Federal Universal Service Fee			
	SL TAX			17-
	State and Local Telecom Surcha			
	FET			30-
	Federal Excise Tax			

1½% Interest per Month will be added on Past Due Amounts	Freight	0 00
Remit To MCI	Gross Amount	6.51-
11035 Sandy Blvd	Invoice Discount	0 00
Portland OR 97220	Sub Total	6 51-
	Tax Amount.	0 00
Claims for Credit Regarding Quantity Discrepancies must be received within 15 days of Invoice date	Less Deposit	0 00
	Amount Due:	6 51-

Phone 503-262-2508

Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

CREDIT MEMO

Page No 1	Invoice No C9 1853
Invoice Date 12/18/01	Due Date 12/18/01

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Purchase Order No.	Date Ordered	Order No.	Invoice No.	Total Credit
			C9 1853	141.25
Ship Via	Salesperson		Terms	
	NATIONAL HOUSE ACCOUNT		DUE 30 DAYS	

Line	Item/Description/Serial No. Detail	Quantity & Unit Price	Discount	Extended
------	---------------------------------------	--------------------------	----------	----------

1	RECHARGE COMMISSION	1- EA	0 00	141 25-
	NOVEMBER 2001	141 25000 EA		

1½% Interest per Month will be added on Past Due Amounts		Freight	0.00
Remit To	MCI	Gross Amount	141.25-
	11035 Sandy Blvd	Invoice Discount.	0.00
	Portland OR 97220	Sub Total	141 25-
		Tax Amount:	0 00
Claims for Credit Regarding Quantity Discrepancies		Less Deposit:	0 00
must be received within 15 days of Invoice date		Amount Due	141 25-

Phone 503-262-2508

Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

CREDIT MEMO

Page No 1	Invoice No C9 2908
Invoice Date 04/22/02	Due Date 04/22/02

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Purchase Order No.	Date Ordered	Order No.	Invoice No. C9 2908	Total Credit 135 05
Ship Via	Salesperson CANDON, LANCE		Terms DUE 30 DAYS	

Line	Item/Description/Serial No. Detail	Quantity & Unit Price	Discount	Extended
TO REPLACE C9-2741				
1	FLMX0189A-010 \$10 EXPRESS DB (DTMF) FLEMING IN, D	1- EA 56 90000 EA	0 00	56 90-
2	FLMX0389A-005 \$20 EXPRESS DB (DTMF) FLEMING IN, D	1- EA 56 90000 EA	0 00	56 90-
3	10102520 FLEMING EX 005\$ IN DTB A \$5 EXPRESS DB (DTMF) FLEMING	1- EA 2 85000 EA	0 00	2 85-
	FUSF FEE Federal Universal Service Fee			8 75-
	SL TAX State and Local Telecom Surcha			3 50-
	FET Federal Excise Tax			6 15-

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
must be received within 15 days of Invoice date

Freight	0 00
Gross Amount	135 05-
Invoice Discount	0 00
Sub Total	135 05-
Tax Amount	0 00
Less Deposit	0 00
Amount Due	135.05-

Phone 503-262-2508

Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

CREDIT MEMO

Page No 1	Invoice No C9 4538
Invoice Date 02/25/03	Due Date 02/25/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Purchase Order No.	Date Ordered	Order No.	Invoice No. POST C9 4538	Total Credit 66.88
Ship Via	Salesperson NATIONAL HOUSE ACCOUNT		Terms DUE 30 DAYS	

Line	Item/Description/Serial No. Detail	Quantity & Unit Price	Discount	Extended
1	RECHARGE COMMISSION JANUARY 2003	1- EA 66 88000 EA	0 00	66 88-

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
must be received within 15 days of Invoice date

Freight	0 00
Gross Amount	66 88-
Invoice Discount	0 00
Sub Total	66 88-
Tax Amount	0 00
Less Deposit	0 00
Amount Due	66.88-

Phone 503-262-2508

Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

INVOICE

Page No 1	Invoice No C9 4571
Invoice Date 03/20/03	Due Date 03/20/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-454

Purchase Order No.	Date Ordered	Order No.	Invoice No.	Amount Due
			C9 4571	51.25
Ship Via	Salesperson		Terms	
	NATIONAL HOUSE ACCOUNT		DUE 30 DAYS	

Line	Item/Description/ Serial No. Detail	Quantity & Unit Price	Discount	Extended
1	RECHARGE COMMISSION FEBRUARY 2003	1- EA 51 25000 EA	0 00	51 25

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
Must be received within 15 days of Invoice date

Freight:	0 00
Gross Amount.	51 25
Invoice Discount	0 00
Sub Total	51 25
Tax Amount	0 00
Less Deposit:	0 00
Amount Due:	51 25



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

CREDIT MEMO

Page No	Invoice No
1	C9 4676
Invoice Date	Due Date
04/22/03	04/22/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Purchase Order No.	Date Ordered	Order No	Invoice No.	Total Credit
			POST C9 4676	41.88
Ship Via	Salesperson		Terms	
	NATIONAL HOUSE ACCOUNT		DUE 30 DAYS	

Line	Item/Description/Serial No.	Quantity	Discount	Extended
	Detail	& Unit Price		

1	RECHARGE COMMISSION	1- EA	0 00	41 88-
	MARCH 2003	41 88000 EA		

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
must be received within 15 days of Invoice date

Freight	0 00
Gross Amount:	41 88-
Invoice Discount:	0 00
Sub Total:	41 88-
Tax Amount:	0 00
Less Deposit:	0 00
Amount Due:	41 88-

Phone 503-262-2508

Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

CREDIT MEMO

Page No 1	Invoice No C9 4718
Invoice Date 05/21/03	Due Date 05/21/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Purchase Order No.	Date Ordered	Order No.	Invoice No. POST C9 4718	Total Credit 13.13
Ship Via	Salesperson NATIONAL HOUSE ACCOUNT		Terms DUE 30 DAYS	

Line	Item/Description/Serial No. Detail	Quantity & Unit Price	Discount	Extended
1	RECHARGE COMMISSION APRIL 2003	1 - EA 13 13000 EA	0 00	13 13-

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
must be received within 15 days of Invoice date

Freight	0 00
Gross Amount	13 13-
Invoice Discount.	0 00
Sub Total:	13 13-
Tax Amount	0.00
Less Deposit	0 00
Amount Due	13 13-

Phone 503-262-2508

Fax 503-262-2559



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

INVOICE

Page No 1	Invoice No I9 3697
Invoice Date 02/24/03	Due Date 03/26/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-454

Purchase Order No.	Date Ordered	Order No.	Invoice No. I9 3697	Amount Due
Ship Via	Salesperson CANDON, LANCE		Terms DUE 30 DAYS	

Line	Item/Description/ Serial No. Detail	Quantity & Unit Price	Discount	Extended
DTMF/POSA ACTIVATIONS P/E 02/15/03				
1	10102844	5 EA 2 85000 EA	0 00	14 25
WCOM EX 005\$ IN HHP A 5CENT \$5 EXPRESS SNAP OFF				
2	10102845	12 EA 5 69000 EA	0 00	68 28
WCOM EX 010\$ IN HHP A 5CENT \$10 EXPRESS SNAP OFF				
3	10104387	580 EA 2 81000 EA	0 00	1,629 80
WCOM EX 005\$ IN DTB D EXPRESS DTMF-\$5 @ 3 9 PER MIN				
4	10104388	260 EA 5 61000 EA	0 00	1,458 60
WCOM EX 010\$ IN DTB C EXPRESS DTMF-\$10 @ 3 9 PER MIN				
5	10104389	120 EA 11 22000 EA	0 00	1,346 40
WCOM EX 020\$ IN DTB C EXPRESS DTMF-\$20 @ 3 9 PER MIN				
6	10102515	280 EA 2 19000 EA	0 00	613 20
FLEMING PL 030U IN DTB A FLEMING 30U DB DTMF CUSTOM				
7	10102516	130 EA 4 38000 EA	0 00	569 40
FLEMING PL 060U IN DTB A FLEMING 60U DB DTMF CUSTOM				
8	10102517	5 EA 7 30000 EA	0 00	36 50
FLEMING PL 100U IN DTB A FLEMING 100U DB DTMF CUSTOM				

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
Must be received within 15 days of Invoice date

Freight
Gross Amount
Invoice Discount
Sub Total
Tax Amount.
Less Deposit.
Amount Due.



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

INVOICE

Page No 2	Invoice No I9 3697
Invoice Date 02/24/03	Due Date 03/26/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-454

Purchase Order No.	Date Ordered	Order No.	Invoice No. I9 3697	Amount Due 6,880.34
Ship Via	Salesperson CANDON, LANCE		Terms DUE 30 DAYS	

Line	Item/Description/ Serial No. Detail	Quantity & Unit Price	Discount	Extended
9	10102518	20 EA 10 95000 EA	0 00	219 00
	FLEMING PL 150U IN DTB A			
	FLEMING 150U DB DTMF CUSTOM			
	FUSF FEE			446 66
	Federal Universal Service Fee			
	SL TAX			178 66
	State and Local Telecom Surcha			
	FET			299 59
	Federal Excise Tax			

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
Must be received within 15 days of Invoice date

Freight:	0 00
Gross Amount:	6,880 34
Invoice Discount:	0 00
Sub Total:	6,880 34
Tax Amount:	0 00
Less Deposit:	0 00
Amount Due:	6,880 34



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

INVOICE

Page No 1	Invoice No I9 3848
Invoice Date 03/20/03	Due Date 04/19/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-454

Purchase Order No.	Date Ordered	Order No.	Invoice No. I9 3848	Amount Due
Ship Via	Salesperson CANDON, LANCE		Terms DUE 30 DAYS	

Line	Item/Description/ Serial No. Detail	Quantity & Unit Price	Discount	Extended
DTMF/POSA ACTIVATIONS P/E 03/15/03				
1	10102844	5 EA 2 85000 EA	0 00	14 25
WCOM EX 005\$ IN HHP A 5CENT \$5 EXPRESS SNAP OFF				
2	10102845	1 EA 5 69000 EA	0 00	5 69
WCOM EX 010\$ IN HHP A 5CENT \$10 EXPRESS SNAP OFF				
3	10102846	2 EA 11 38000 EA	0 00	22 76
WCOM EX 020\$ IN HHP A 5CENT \$20 EXPRESS SNAP OFF				
4	10104387	570 EA 2 81000 EA	0 00	1,601 70
WCOM EX 005\$ IN DTB D EXPRESS DTMF \$5 @ 3 9 PER MIN				
5	10104388	230 EA 5 61000 EA	0 00	1,290 30
WCOM EX 010\$ IN DTB C EXPRESS DTMF \$10 @ 3 9 PER MIN				
6	10104389	110 EA 11 22000 EA	0 00	1,234 20
WCOM EX 020\$ IN DTB C EXPRESS DTMF \$20 @ 3 9 PER MIN				
7	10102515	310 EA 2 19000 EA	0 00	678 90
FLEMING PL 030U IN DTB A FLEMING 30U DB DTMF CUSTOM				
8	10102516	80 EA 4 38000 EA	0 00	350 40
FLEMING PL 060U IN DTB A FLEMING 60U DB DTMF CUSTOM				

1½ Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
Must be received within 15 days of Invoice date

Freight:
Gross Amount:
Invoice Discount:
Sub Total:
Tax Amount:
Less Deposit:
Amount Due:



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

INVOICE

Page No 2	Invoice No 19 3848
Invoice Date 03/20/03	Due Date 04/19/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-454

Purchase Order No.	Date Ordered	Order No.	Invoice No. 19 3848	Amount Due 6,301.12
Ship Via	Salesperson CANDON, LANCE		Terms DUE 30 DAYS	

Line	Item/Description/ Serial No. Detail	Quantity & Unit Price	Discount	Extended
9	10102517 FLEMING PL 100U IN DTB A FLEMING 100U DB DTMF CUSTOM	20 EA 7 30000 EA	0 00	146 00
10	10102518 FLEMING PL 150U IN DTB A FLEMING 150U DB DTMF CUSTOM	10 EA 10 95000 EA	0 00	109 50
	FUSF FEE			409 03
	Federal Universal Service Fee			163 61
	SL TAX			274 78
	State and Local Telecom Surcha			
	FET			
	Federal Excise Tax			

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
Must be received within 15 days of Invoice date

Freight	0 00
Gross Amount:	6,301 12
Invoice Discount:	0 00
Sub Total:	6,301 12
Tax Amount:	0 00
Less Deposit:	0 00
Amount Due.	6,301 12



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

INVOICE

Page No 1	Invoice No I9 3954
Invoice Date 04/22/03	Due Date 05/22/03

Customer No FLEM00000

Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-454

Purchase Order No.	Date Ordered	Order No.	Invoice No. I9 3954	Amount Due
Ship Via	Salesperson CANDON, LANCE		Terms DUE 30 DAYS	

Line	Item/Description/ Serial No. Detail	Quantity & Unit Price	Discount	Extended
DTMF/POSA ACTIVATIONS P/E 04/15/03 POST PETITION ACTIVATIONS				
1	10102520	20 EA 2 85000 EA	0 00	57 00
FLEMING EX 005\$ IN DTB A \$5 EXPRESS DB (DTMF) FLEMING				
2	10102844	2 EA 2 85000 EA	0 00	5 70
WCOM EX 005\$ IN HHP A 5CENT \$5 EXPRESS SNAP OFF				
3	10102845	25 EA 5 69000 EA	0 00	142 25
WCOM EX 010\$ IN HHP A 5CENT \$10 EXPRESS SNAP OFF				
4	10104387	290 EA 2 81000 EA	0 00	814 90
WCOM EX 005\$ IN DTB D EXPRESS DTMF \$5 @ 3 9 PER MIN				
5	10104388	250 EA 5 61000 EA	0 00	1,402 50
WCOM EX 010\$ IN DTB C EXPRESS DTMF \$10 @ 3 9 PER MIN				
6	10104389	85 EA 11 22000 EA	0 00	953 70
WCOM EX 020\$ IN DTB C EXPRESS DTMF \$20 @ 3 9 PER MIN				
7	10102515	320 EA 2 19000 EA	0 00	700 80
FLEMING PL 030U IN DTB A FLEMING 30U DB DTMF CUSTOM				
8	10102516	100 EA 4 38000 EA	0 00	438 00
FLEMING PL 060U IN DTB A FLEMING 60U DB DTMF CUSTOM				

1½% Interest per Month will be added on Past Due Amounts

Remit To MCI
11035 Sandy Blvd
Portland OR 97220

Claims for Credit Regarding Quantity Discrepancies
Must be received within 15 days of Invoice date

Freight
Gross Amount:
Invoice Discount:
Sub Total:
Tax Amount:
Less Deposit:
Amount Due



MCI
11035 NE SANDY BLVD
PORTLAND, OR 97220

INVOICE

Page No 2	Invoice No 19 3954
Invoice Date 04/22/03	Due Date 05/22/03

Customer No FLEM00000
Bill To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-4547

Ship To FLEMING COMPANIES INC
ATTN LORI OSLEY
3524 NW 56TH ST
OKLAHOMA CITY OK 73112-454

Purchase Order No.	Date Ordered	Order No.	Invoice No. 19 3954	Amount Due 5,779 78
Ship Via	Salesperson CANDON, LANCE		Terms DUE 30 DAYS	

Line	Item/Description/ Serial No. Detail	Quantity & Unit Price	Discount	Extended
9	10102517 FLEMING PL 100U IN DTB A FLEMING 100U DB DTMF CUSTOM	30 EA 7 30000 EA	0 00	219 00
10	10102518 FLEMING PL 150U IN DTB A FLEMING 150U DB DTMF CUSTOM	25 EA 10 95000 EA	0 00	273 75
	FUSF FEE			375 57
	Federal Universal Service Fee			150 23
	SL TAX			246 38
	State and Local Telecom Surcha			
	FET			
	Federal Excise Tax			

*pd for Activations
Up to 4/1/03*

1½% Interest per Month will be added on Past Due Amounts	Freight· 0 00
Remit To MCI	Gross Amount· 5,779 78
11035 Sandy Blvd	Invoice Discount· 0 00
Portland OR 97220	Sub Total 5,779 78
Claims for Credit Regarding Quantity Discrepancies	Tax Amount: 0 00
Must be received within 15 days of Invoice date	Less Deposit: 0 00
	Amount Due: 5,779 78