



<b>UNITED STATES BANKRUPTCY COURT</b> For the District of Delaware	<b>PROOF OF CLAIM</b>
In re <b>Fleming Companies, Inc.</b>	Case Number <b>03-10945 (MFW)</b>

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

Creditor Name (Person or entity debtor owes) <b>Growers Express</b> Address Line 1 <b>c/o Anastassiou &amp; Associates</b> Address Line 2 <b>Post Office Box 2210</b> Address Line 3 <b>242 Capitol Street</b> City, State, ZIP <b>Salinas, CA 93902</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach Copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
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REC'D AUG 21 2003

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	<input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends
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<b>1. BASIS FOR CLAIM</b> <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> Taxes <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) <input type="checkbox"/> Money loaned <input type="checkbox"/> Other (Describe Briefly)	<b>2. Date Debt Incurred: (MMDDYY)</b> <table border="1" style="width: 100%; text-align: center;"> <tr><td>0</td><td>8</td><td>1</td><td>2</td><td>0</td><td>3</td></tr> </table> <b>3. If Court Judgment, Date Obtained</b> <table border="1" style="width: 100%; text-align: center;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	0	8	1	2	0	3						
0	8	1	2	0	3								

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

<input type="checkbox"/> <b>SECURED CLAIM</b> Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____ <input checked="" type="checkbox"/> <b>UNSECURED NONPRIORITY CLAIM</b> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	<input type="checkbox"/> <b>UNSECURED PRIORITY CLAIM - Specify the priority of the claim.</b> <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____
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**5. AMOUNT OF CLAIM AT TIME CASE FILED**

<table border="1" style="width: 100%;"> <tr><td>1</td><td>3</td><td>0</td><td>3</td><td>8</td><td>7</td><td>0</td><td>5</td></tr> </table> (Secured)	1	3	0	3	8	7	0	5	<table border="1" style="width: 100%;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> (Unsecured Nonpriority)									<table border="1" style="width: 100%;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> (Unsecured Priority)								
1	3	0	3	8	7	0	5																			

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

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

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

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

THIS SPACE IS FOR COURT USE ONLY

Date <b>08/15/03</b>	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) <b>Effie F. Anastassiou</b> Attorney for Creditor
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Effie F. Anastassiou

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Fleming Companies Claim



**U S BANKRUPTCY COURT-DISTRICT OF DELAWARE**  
**INSTRUCTIONS FOR COMPLETING CLAIM FORM**

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

**Debtor**

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

**Creditor**

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

**Proof of Claim**

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

**Secured Claim**

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

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

**Unsecured Claim**

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

**Unsecured Nonpriority Claim**

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

**Court, Name of Debtor, and Case Number:**

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

**Information about Creditor:**

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

**1. Basis for Claim.**

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

**2. Date Debt Incurred**

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

**3. Court Judgments.**

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

**4. Classification of Claim**

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

**5. Amount of Claim**

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

**6, 7, 8. Please read - Important information.**

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

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

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

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

Anastassiou & Associates  
Attorneys at Law



**Salinas Office**  
EFFIE F ANASTASSIOU  
effieesq@juno.com

**Associate Attorney**  
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Tel (831) 754-2501  
Fax (831) 754-0621

**Of Counsel**  
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cml@cmlesq.com  
Tel (831) 642-9000  
Fax (831) 642-6360

August 15, 2003

**By Certified Mail, Return Receipt Requested**

Fleming Companies, Inc  
1945 Lake Pointe Dr  
Lewisville, TX 75057  
Attention Mr Don Ketter

**Re Termination of Produce Sales Agreement ("Agreement")  
Between Fleming Companies, Inc ("Fleming") and  
Growers Express**

Dear Mr Ketter

I am the attorney for Growers Express. Growers Express has advised me that the parties did not agree to renew the Agreement on or before July 1, 2003. Therefore, the Agreement will terminate and expire by its own terms on September 22, 2003. A copy of the Agreement is attached hereto for your convenient reference.

As you should be aware, pursuant to the provisions of Paragraph 4 of the Agreement, Fleming is required to purchase all unused packaging relating to products packaged pursuant to the Agreement as of the date of termination of the Agreement. Currently, there is approximately \$130,387.05 of unused packaging subject to the Agreement for the "Nature's Finest" label, which is generally described on the attached Growers Express Invoice dated 8-12-2003. It is my understanding, that Fleming is currently not ordering any products which are subject to the Agreement, and that during the past several weeks, the business between Fleming and Growers Express under the terms of the Agreement has wound down to a zero volume (see attached recap of Nature's Finest volume).

In accordance with the foregoing, it is anticipated that as of September 22, 2003, Fleming will owe Growers Express the amount of \$130,387.05 for "Nature's Finest" label packaging, less any amount which relates to packaging used to fill any orders provided by Fleming to Growers Express pursuant to the Agreement, between August 12, 2003 and September 22, 2003 (if there are any such orders made).

Therefore, please plan to send to Growers Express, at P O Box 948, Salinas, CA 93902-0948, Attention Marty Metcalf, a cashier's check or certified check for the amount of \$130,387 05 (less any amount relating to packaging used in the interim), on or before September 22, 2003. Upon receipt of the check for the amount owed for the packaging, Growers Express will deliver the "Nature's Finest" packaging to Fleming at the Salinas office of Growers Express, or will send the packaging to any address requested by Fleming, at Fleming's sole cost and expense.

If you have any questions or comments regarding the foregoing, please call either Mr. Marty Metcalf or Mr. Steve Koran at Growers Express at 831-757-9951. Thank you in advance for your anticipated prompt resolution of the foregoing matter.

Sincerely,



Effie F. Anastassiou

Attorney for Growers Express

Encls

cc Mr. Marty Metcalf  
Mr. Steve Koran

## PRODUCE SALES AGREEMENT

This Produce Sales Agreement ("Agreement") is made on the date indicated on the last page hereof by and between Fleming Companies, Inc , an Oklahoma corporation (hereinafter referred to as "Purchaser"), and Growers Express, a California partnership (hereinafter referred to as "Seller").

- A. Parties Purchaser is a broker, marketer, and/or seller of produce Seller is a grower, processor, and/or seller of produce
- B. Intent Purchaser and Seller desire to enter into an agreement whereby Purchaser will purchase from Seller, and Seller will sell to the Purchaser, certain requirements of Purchaser for produce
- C. Consideration In consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as indicated below

### Agreement

Term This Agreement shall be effective for a period of one (1) year from the date of execution hereof In addition, the parties agree that on or before July 1, 2003, the parties shall meet in order to determine whether there is a mutual agreement to extend the term of this Agreement for an additional one (1) year term after the completion of the initial one (1) year term of this Agreement

Point of Sale All produce sold pursuant to this Agreement shall be sold F O B at Seller's production/shipment facilities

**Contract Pricing:**

	<b>Naked</b>	<b>Sleeved</b>	<b>Hearts</b>
All sizes	7.75-11.75	9.25-13.25	11.00-14.00

Pricing will be determined by the Federal Market News mostly price plus \$ .50  
 When the Federal Market News mostly price, per applicable shipping area, is quoted at  
 the following prices, for the specific pack and size, the following emergency pricing  
 indexes would be triggered

**Mostly F.O.B.**

<b>Naked</b>	<b>Naked</b>	<b>Sleeved</b>	<b>Hearts</b>
5.25 and less	7.00	8.50	10.25
16.00	12.75	14.25	15
17.00	13.75	15.25	16
18.00	14.75	16.25	17
19.00	15.75	17.25	18
20.00	16.75	18.25	19

and continue on dollar-for-dollar with the appropriate price spread

**Issues:** Emergency pricing for extreme markets-high and low. Emergency pricing on  
 Hearts will be indexed to the Naked Celery 48 mostly market quote

**EXHIBIT "A"**

**GROWERS EXPRESS &  
FLEMING CO. "NATURE'S FINEST"  
CELERY PROGRAM**

**DAYMON:** Growers Express is in agreement with Daymon's at division level support and promotion of the "Nature's Finest" celery program Growers Express will remit \$ 10 per carton fund on all celery packed in "Nature's Finest" label paid 30 days arrears of month end

**MARKETING FUNDS.** Growers Express will remit \$ 15 per carton fund to Fleming Co on all celery packed in "Nature's Finest" label to be paid 30 days arrears of month end

**VOLUME INCENTIVE:** Growers Express participation will be \$ 10 per carton The continued commitment to this volume incentive program will be subject to annual reviews for carton volumes purchased from Growers Express Growers Express will remit \$ 10 per carton to be paid 30 days in arrears of month end

**HOLIDAY PROMOTION FUND:** Growers Express will set aside \$ 50 per "Nature's Finest" label packages of celery to accommodate the Holiday ad buy down price Fleming will be responsible to balance the dollars of units taken and the buy down price by the contract's end date Thanksgiving Holiday volumes will be 20,000 packages split evenly between 30ct and 36ct sizing. The ad buy down price for 2002 will be \$6 10

**ADVANCE PRICING:** Growers Express will put one monthly advance price commitment out each month within the above price schedule

**VOLUMES and SIZING.** Growers Express will receive consistent steady distribution of volumes and sizing (40% 36 ct , 50% 30 ct , balance other) Volumes are estimated between 2000 and 2800 weekly Growers Express will be responsible for covering 10-week averages on volume pulls

1 Invoicing Seller shall invoice Purchaser upon shipment for the sale of the Products Purchaser shall pay such invoices within thirty (30) days of the shipment, and subject to the regulations and statutory trust provisions of the Perishable Agricultural Commodities Act of 1930, as amended ("PACA")

2 Liability of Parties It is understood, agreed, and intended, by the parties to this Agreement, that in performing this Agreement, the parties are each separately and

independently carrying out their respective businesses, and that this Agreement does not and shall not create or constitute a partnership or joint venture between them

3 Product Quality Seller warrants that the Products shall comply with the United States Department of Agriculture (U.S D A ) standards for good delivery. Any condition or grade claims relating to the Products made by Seller must be substantiated by a government inspection certificate taken in that particular shipment's original conveyance, within twenty-four (24) hours of delivery of the Products, excepting weekends and holidays. Any alteration to an invoice issued by Seller will not be accepted unless accompanied by a confirmation of adjustment issued by Seller. No claims by the Purchaser with respect to an order of the Products shall invalidate this Agreement as to any portion of the Products remaining to be delivered to Purchaser

4 Product Label: Purchaser shall provide all artwork and design for packaging materials for the Products and shall be responsible, in all respects, for such artwork and design. Seller shall provide an initial set of engraving plates for the production of packaging materials. Such plates shall become the property of Seller. In the event of a subsequent redesign of packaging materials, Purchaser shall bear all costs of replacement plates and shall retain ownership of such replacement plates. Seller shall provide packing materials, provided however, Purchaser shall purchase from Seller, upon the termination of this Agreement for any reason, any unused packaging material

5 Indemnification Under no circumstances shall Purchaser be liable for any act, omission, debt or other obligation of Seller. Seller shall indemnify and hold Purchaser harmless from and against any liabilities, claims, damages, or expenses arising directly or indirectly from any action or inaction of Seller or Seller's operations, including, but not limited to, any claims related to foreign objects or other defects, whether latent or otherwise, contained within the Products at the time of the sale to Purchaser. Notwithstanding the provisions of this paragraph to the contrary, Seller shall be under no duty to indemnify and hold Purchaser harmless from any liability, claims, or damages or expenses arising because of Purchaser's negligent, intentional or willful acts or omissions nor shall this hold harmless clause apply to any defects, latent or otherwise, not present at the time of delivery of the Products to Purchaser. The parties shall indemnify and hold the other party and the property of the other party free and harmless from any and all liabilities, claims, losses, damages, or expenses arising by reason of death or injury of any person, or any claim of any person, arising from such party's negligent, intentional or willful acts or omissions

6 Insurance Seller agrees to obtain and maintain in full force and effect at its own cost a policy for Comprehensive General Liability Insurance, including product liability, naming Purchaser as additional named insured. The product liability insurance shall provide protection against all liabilities arising out of or related to any defects or failure to perform, alleged or otherwise, of any products, goods and/or services supplied by Seller. Such insurance shall be maintained at limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with no deductible amount, and shall be evidenced in the form of a Certificate of Insurance stating the coverage shall not be



modified, canceled, or terminated without thirty (30) days prior written notice to Purchaser from the insurer by Registered or Certified Mail, return receipt requested

7 Entire Agreement This Agreement contains the entire Agreement of the parties, and supersedes all earlier agreements, with respect to matters covered by this Agreement, and no other agreement, statement, or promise made by any party, and to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

8. Attorney's Fees In the event suit or an arbitration proceeding is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit or proceeding, not as damages, reasonable attorney's fees and costs to be fixed by the court or the arbitrator, as the case may be. The "prevailing party" shall be the party who is entitled to recover its costs of suit or arbitration, whether or not the suit proceeds to final judgment or arbitrator's decision and award. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

9 Arbitration Any claim, controversy or dispute arising out of or relating to this Agreement, except as set forth herein, shall be settled by arbitration in accordance with the Commercial Rules for arbitration of the American Arbitration Association. The decision of the arbitrators shall be final, binding, and enforceable in any court of competent jurisdiction. In any dispute in which a party seeks in excess of \$50,000 in damages, three arbitrators shall be employed. The arbitrators will not award punitive, consequential or indirect damages. Each party hereby waives the right to such damages and agrees to receive only those actual damages directly resulting from the claim asserted. The parties will be entitled to conduct document discovery by requesting production of documents. The arbitrators will resolve any discovery disputes by such pre-hearing conferences as may be needed. Either party may be entitled to pursue such remedies for emergency or preliminary injunctive relief in any court of competent jurisdiction, provided that each party agrees that it will consent to the stay of such judicial proceedings on the merits of both this Agreement and the related transactions, pending arbitration of all underlying claims between the parties immediately following the issuance of any such emergency or injunctive relief.

10 Force Majeure Either party shall be excused for any delays or defaults by it in the performance of this Agreement (except for the payment of monies then due) unavoidably caused by the act of the other, the act of any agent of the other, strikes, lockouts, labor disputes, embargoes, acts of God (including, without limitation, crop failure or reduced crops because of weather, insect infestation, crop disease or similar event), inability to obtain labor, materials or reasonable substitutes for labor and materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, fire or other casualty, or other causes, except financial, beyond the reasonable control of the party

obligated to perform, then that party's performance shall be excused. Thus, in the event and to the extent any of the Seller's crops are adversely affected by any such events and Seller is unable to obtain a sufficient quantity of the crops to satisfy its commitments for Products under this Agreement, Seller's obligations will be reduced accordingly. Each party shall use due diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after any such delay or default.

11 Independent Review. Each party declares that, prior to the execution of this Agreement, it apprised itself of sufficient relevant data, through counsel or through other sources of its selection, in order that it might intelligently exercise its own judgment in deciding whether to execute, and deciding on the contents of, this Agreement. It further declares that its decisions were not based on or influenced by any declarations or representations of the other party hereto, or of the agents or employees of such other party, except as set forth in this Agreement.

12 Assignment. Neither Purchaser nor Seller may assign any of its rights or delegate any of its duties under this Agreement, without the express written consent of the remaining party, which such consent may be granted or withheld in the other party's sole discretion. If such consent is withheld pursuant to the previous sentence, the respective rights and obligations of the parties (excepting the obligation to pay for Products received) shall terminate. As used in this provision, "assignment" and "delegation" shall mean any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

13 Further Acts. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

14 Notices. All notices, requests, demands, instructions, or other communications called for hereunder or contemplated hereby shall be in writing and shall be personally delivered in return for a receipt or mailed by Registered or Certified Mail, return receipt requested, or sent by recognized overnight delivery service to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided. All notices, requests, demands, instructions, or other communications shall be deemed to have been given on personal delivery if in return for a receipt or if mailed as provided above on the third business day after depositing with the U S mail, or if sent by recognized overnight delivery service on the next business day.

15 Default Either party shall be in default under this Agreement if it fails to comply with any terms hereof provided that such failure continues for thirty (30) days after written notice thereof from the other party In the event of such default, the non-defaulting party may terminate this Agreement, in addition to exercising such other right and remedies that it may have under this Agreement or applicable law

Purchaser's Address

Fleming Companies, Inc  
1945 Lake Pointe Dr  
Lewisville, TX 75057  
Attention Don Ketter

Seller's Address

Mailing -  
Growers Express  
P O Box 948  
Salinas, CA 93902

Courier -  
1219 Abbott St  
Salinas, CA 93901  
Attention Steve Koran- Director of Sales

This Agreement has been executed effective as of 9/23, 2002, by the duly authorized representatives of the parties

**PURCHASER:**  
Fleming Companies, Inc

**SELLER:**  
Growers Express

By [Signature]  
Title [Signature]

By [Signature]  
Steve Koran-Director of Sales

CUSTOMER COPY



P O Box 948 ▲ Salinas, California 93902-0948  
 Telephone (831) 757-9951  
 "Shipping in Season - California & Arizona"

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5 (c) of the Perishable Agricultural Commodities Act 1930 (7 U S C ) 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received

IN THE EVENT LEGAL ACTION IS COMMENCED TO COLLECT THE SUMS DUE UNDER THIS INVOICE THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED THEREBY AS DAMAGES IN ADDITION TO ANY PRINCIPAL BALANCE THEN REMAINING DUE.

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Fleming Companies, Inc.  
 1945 Lake Pointe Drive  
 Lewisville, TX 75057  
 Attn Don Ketter

INVOICE NO	INVOICE DATE
03-023086-00-00	8-12-2003
ORDER NO	SHIPPING DATE
	N/A
AGENT	TERMS OF SALE
	NET 30
DESTINATION	SHIPPED VIA

SHIPPED FROM →

QUANTITY	DESCRIPTION	UNIT-PRICE	BROKERAGE RATE	AMOUNT
26,936	Celery Cartons	1 234		\$ 33,239 02
31,143	Celery Heart Cartons	0 761		\$ 23,699 82
1,713,550	Celery Sleeves	0 034		\$ 58,260.00
23,000	Celery Heart 12 bag 1.5lbs	0 042		\$ 966.00
374,250	Celery heart 18 bag 1.0lbs	0 038		\$ 14,221 50
Invoice Total				\$ 130,387 05

THIS INVOICE IS DUE AND PAYABLE 10 DAYS AFTER DELIVERY OF MERCHANDISE.

THIS INVOICE REPRESENTS OUR UNDERSTANDING OF THE TRANSACTION AS ORIGINALLY CONSUMMATED WIRE ANY CONTRACTUAL DISCREPANCIES UPON ITS RECEIPT THEREAFTER WE WILL ASSUME YOU CONSIDER IT CORRECT ALL SALES F O B PROMPT NO GRADE CONTRACT GOOD DELIVERY STANDARDS APPLY EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING ALL SALES EXCLUDE ANY

**Growers Expresss**  
**Recap of Nature's Finest Volume**  
**April 7, 2003 - August 11, 2003**

<u>Week start date</u>	<u>Total Nature's Finest volume</u>
11-Aug	0
4-Aug	546
28-Jul	476
21-Jul	335
14-Jul	1183
7-Jul	1249
30-Jun	942
23-Jun	1319
16-Jun	1156
9-Jun	1027
2-Jun	1000
26-May	1013
19-May	1763
12-May	1448
5-May	1323
28-Apr	1459
21-Apr	1368
14-Apr	1857
7-Apr	2327