

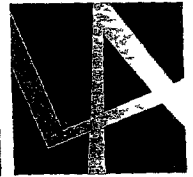


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM		 484060 Bar Date Ref # 2-G5 5027 YOUR CLAIM IS SCHEDULED AS	
In re Fleming Companies, Inc		Case Number 03-10945			
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.	
Name of Creditor and Address <div style="text-align: right;">0354651484060</div> LEADING AUTHORITIES INC 1220 L STREET STE #850 WASHINGTON DC 20005-4070				The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below. If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.	
Creditor Telephone Number (202) 783-0300					
CREDITOR TAX ID # 52-1705098		ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR		Check here <input type="checkbox"/> replaces or amends a previously filed claim dated _____.	
1 BASIS FOR CLAIM <input 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 checked="" type="checkbox"/> Other (describe briefly) <u>binding contract for services</u> Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)					
2 DATE DEBT WAS INCURRED <u>2/17/03</u>		3 IF COURT JUDGMENT, DATE OBTAINED <u>N/A</u>			
4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ <u>43,434.77</u> (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ <u>43,434.77</u> (total)					
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.					
5 SECURED CLAIM <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____			6 UNSECURED PRIORITY CLAIM <input type="checkbox"/> Check this box if you have an unsecured priority claim. Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other: Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.					
8 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.					
9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.					
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.				THIS SPACE FOR COURT FILED AUG 19 2003 BMC Fleming Companies Claim  05553	
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 <u>8/13/03</u>		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) <u>Monique Remy, VP & Controller</u>			
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

Leading Authorities



April 17, 2003

Fleming Companies, Inc
1945 Lakepointe Drive
Lewisville, TX 75029

Dear Fleming Companies

I am submitting a claim on behalf of Leading Authorities, Inc (LAI) to collect monies due to LAI. LAI is a speakers bureau that markets speaking talent to associations and corporations worldwide. Fleming Companies, Inc (Fleming) signed contracts with LAI to purchase the services of several individual speakers in which full payment has not been received by LAI. The agreements are summarized below.

- 1) On behalf of Fleming, Shane K. Boyd, VP Communications, signed a contract on 2/17/03 to engage Richard Butler to speak at an event scheduled on 4/2/03 for a fee of \$28,000. On behalf of Fleming, Matt Reynolds, Manager of People Development, canceled this event on 3/14/03 via a telephone conversation with Tony Berardo, LAI Vice President. Item 8 of LAI's contract with Fleming states, "In the event of breach or cancellation of this contract by client within 90 days of the scheduled event, the entire fee shall be due immediately to Leading Authorities, Inc." The deposit payment for this event of \$14,000 has been received by LAI. However as of the date of this letter, balance payment of \$14,000 remains outstanding (invoice # IVC07191). See supporting documents in Attachment I.
- 2) On behalf of Fleming, Matt Reynolds, signed a firm offer letter on 3/10/03 to engage Robert Kriegel to speak at an event scheduled on 4/3/03 for a fee of \$15,000. Mr. Reynolds canceled this event on 3/14/03 via a telephone conversation with Tony Berardo, LAI Vice President. The firm offer letter states, "The terms of this contract include the following provisions with regard to cancellation. Fleming Companies Incorporated will be responsible for paying Leading Authorities a non-refundable deposit equaling 50% of the speaking fee within 30 days of signing this agreement. The remaining balance of the fee will be due 14 days prior to the event and is non-refundable within 90 days of the scheduled event date." As of the date of this letter, entire fee of \$15,000 remains outstanding (invoice # IVC07425). See supporting documents in Attachment II.

- 3) On behalf of Fleming, Matt Reynolds, signed a firm offer letter on 3/10/03 to engage Stew Leonard to speak at an event scheduled on 4/3/03 for a fee of \$12,500. Mr. Reynolds canceled this event on 3/14/03 via a telephone conversation with Tony Berardo, LAI Vice President. The firm offer letter states, "The terms of this contract include the following provisions with regard to cancellation: Fleming Companies Incorporated will be responsible for paying Leading Authorities a non-refundable deposit equaling 50% of the speaking fee within 30 days of signing this agreement. The remaining balance of the fee will be due 14 days prior to the event and is non-refundable within 90 days of the scheduled event date." As of the date of this letter, entire fee of \$12,500 remains outstanding (invoice # IVC07424). See supporting documents in Attachment III.
- 4) On behalf of Fleming, Matt Reynolds, signed a contract on 12/16/02 to engage Marcus Buckingham to speak at an event scheduled on 2/4/03. Mr. Buckingham delivered services as per the contract and submitted payment for his travel expenses associated with this engagement in the amount of \$1,934.77. Fleming has paid in full the speaking fee associated with this engagement, however the travel expense remains outstanding. Terms of the signed contract under Item R state, "Expense Description: First class travel, ground transportation, tips, meals and incidentals billed directly to client by speaker. Hotel to be billed to client's master account." As of the date of this letter, expense reimbursement of \$1,934.77 remains outstanding (invoice # IVC07664). See supporting documents in Attachment IV.

To summarize, Fleming Companies Incorporated owes a sum of \$43,434.77 to Leading Authorities, Inc. for four separate engagements. Once this sum is paid in full to LAI, Fleming will be in full compliance with terms of the contractual agreements.

I look forward to receiving a response to our claim request. Please contact me directly via telephone at 202-721-7659 or via email Monique@lauthorities.com if you have any questions.

Kind regards,



Monique Remy
Vice President & Controller

Enclosures

Leading Authorities



1220 L Street, NW, Suite 850 Washington DC, 20005-4070 1 800 SPEAKER Line 202-783 0300 Fax 202 783-0301

1 Agreement to Engage Talent

A	Client	Fleming Companies Incorporated 1945 Lakepointe Drive Lewisville, TX 75029 Tel (972) 906-2125 Fax (972) 906-2402
B	Logistics Contact	Shayne Boyd Phone (972) 906-2125
C	Leading Authorities Contact	Anthony Berardo Home Phone (301) 869-9197 Beeper Number 800 SKY 8888 PIN #2026083
D	Talent	Richard Butler
E	Performance Fee	\$28 000 00
F	Date of Appearance	Wednesday April 02 2003
	Event Timetable	The 60-minute presentation is to begin the morning of April 2 2003 at 9 45am Any additions or revisions to the timetable must be requested and approved in writing by Leading Authorities and the talent
G	Speech Title	Political Overview
H	Theme of Meeting	Dialogue Meeting
I	Audience Description	300 - Owner Operators of Super Markets Nationwide Independant Retailers & Fleming Associates
J	Required Attire	Business
K	Event Location/Phone	Westin Stonebriar Resort 1549 Legacy Drive Frisco TX 75034 Phone (972) 668 8000 Fax (972) 668-8100
L	Accommodations/Phone	Same as Event
M	Deposit Amount	\$14 000 00
N	Deposit Payable By	Due upon receipt of invoice
O	Balance Amount	\$14 000 00
P	Balance Due Date	Wednesday March 19 2003
Q	Expense Description	Travel cap of \$5 000 Ground transportation tips meals and incidentals billed directly to client by speaker Hotel rooms for two persons to be billed to client's master account
R	A/V Requirements	Podium with attached microphone glass of water This appearance may not be recorded (including by television camera) broadcast or transmitted by any means for any purpose, without an express written agreement between client and speaker on a Leading Authorities Inc contract form
S	Arrival	Speaker will arrive the evening before his presentation

The client agrees to the terms in section one above and to those additional terms set forth in sections two through twenty-three of this agreement The representative of the client in signing this agreement warrants that he/she signs as a duly authorized representative of the client

Further the client understands that final confirmation of talent's appearance is contingent upon talent's acceptance of this engagement on the terms above

2) Client agrees to the terms in Section One (1) of this agreement and to the additional terms stated below

3) Client agrees to provide a well-heated or air-conditioned venue as appropriate for the time of year Client also agrees to provide a well-lit venue in good condition together with all necessary stage accessories and properties including microphones A/V equipment and an amplification system in proper working condition

Accepted by Leading Authorities, Inc

Anthony Berardo
Name
Vice President
Title
Anthony Berardo
Signature
2-24-03
Date

Accepted by client

SHANE K BOYD
Name
VP-Communications
Title
Shane K Boyd
Signature
2-17-03
Date

Leading Authorities

1220 L Street, NW, Suite 850 Washington DC, 20005-4070 1-800-SPEAKER Line 202-783 0300 Fax 202-783-0301

- 4) The client certifies that it is contracting for a private event only and that the event is not a public program that will be marketed to the general public in any way
- 5) Client understands and agrees that Leading Authorities Inc acts herein as agent for talent and is not responsible for any act of commission or omission on the part of talent
- 6) In the event that the client fails or refuses to provide any of the items herein stated or fails or refuses to make any of the payments as provided in Section One (1) of this agreement or fails to proceed with the engagement the talent shall have no obligation to perform under the terms of this agreement
- 7) The deposit specified in Section One (1) is non-refundable and shall be due and payable immediately upon receipt by client of an invoice from Leading Authorities Inc Client agrees to forfeit the deposit in its entirety in the event of breach or cancellation of this contract by client up to 90 days prior to the scheduled event
- 8) In the event of breach or cancellation of this contract by client within 90 days of the scheduled event the entire fee shall be due immediately to Leading Authorities Inc
- 9) In the event that talent is unavoidably delayed but arrives and presents his/her program in full as directed by client, the engagement will be considered to have been completed as agreed and all fees honorariums and other charges shall be due in full unless otherwise agreed in writing by Leading Authorities Inc
- 10) In the event of cancellation of this agreement by talent for any reason Leading Authorities Inc will not have any liability for expenses losses or consequential damages incurred by the client Leading Authorities Inc will attempt to arrange comparable talent that is acceptable to the client Client understands that the fees for replacement talent may be higher or lower than for the talent specified in Section One (1) of this agreement and that a new agreement will be necessary to bind replacement talent
- 11) Force Majeure Notwithstanding any other provision of this agreement in the event that the performance of any obligation under this agreement by any party to this agreement (Client Talent or Leading Authorities Inc) is prevented due to acts of God any government restriction wars hostilities civil disturbances revolutions strikes terrorist attacks lockouts or any other cause beyond the reasonable control of any party then such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this agreement The terms of this clause shall not exempt but merely suspend any party from its duty to perform the obligations under this agreement as soon as practicable after a force majeure condition ceases to exist
- 12) Leading Authorities Inc agrees to refund to client any advances or deposits received from client in the event that talent cancels the contract and if Leading Authorities Inc cannot arrange comparable talent that is acceptable to the client The foregoing rights of cancellation shall be in addition to any other provision(s) regarding cancellation in this agreement
- 13) Client agrees to hold Leading Authorities Inc its directors officers employees independent contractors and agents harmless and indemnify Leading Authorities Inc with respect to any and all claims, losses damages, liabilities, judgments or settlements including reasonable attorney's fees costs and other expenses as a result of any performance cancellation by talent, or any act of commission or omission by talent or any breach or alleged breach of any of client's representations warranties, and agreements and from any and all claims of third parties Client also agrees not to pursue any legal or other remedies against Leading Authorities Inc
- 14) No additional appearances or activities shall be planned by the client involving the talent nor expected of the talent unless expressly contained in Section Twenty-Three (23) of this agreement The fee listed is understood to be for the engagement specified in Section One (1) only unless otherwise specified in Section One (1)
- 15) Expenses will include first class domestic air fare or international business class air fare unless otherwise stated in Section One (1) and any other normal expenses such as local lodging meals taxi cab or limousine fares and any other reasonable expenses made necessary by the talent's trip to presence in, or trip from the city in which the engagement is to be presented
- 16) The client agrees to submit two copies of all promotional material to Leading Authorities at least two weeks prior to the engagement that have been provided to the audience along with information on the sponsoring organization This information is requested to assist the talent in preparing for the engagement
- 17) Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association in the District of Columbia and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof The prevailing party shall be entitled to reasonable attorney's fees and costs and any other justifiable costs and fees
- 18) The client understands that this agreement is contingent upon Leading Authorities Inc's receiving a signed contract from talent agreeing to perform the engagement on the terms stated herein
- 19) The client agrees to pay any and all state and local taxes or fees specifically excluding income taxes, related to this agreement
- 20) If talent's performance occurs outside of the United States of America and its territories and if any gross receipts or sales taxes any value added taxes or any other applicable taxes are payable by talent and/or Leading Authorities Inc to fulfill this agreement client agrees to assist Leading Authorities Inc and/or talent in securing an exemption for the amount of taxes due or to pay such taxes on behalf of Leading Authorities Inc and/or talent and remit a net amount after such taxes, to Leading Authorities Inc that is equal to the amount of the speaking fee set forth in Section One (1) of this agreement
- 21) The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision of this contract and each provision shall be enforced to the maximum extent permitted by applicable law
- 22) This constitutes the sole complete and binding agreement between client and Leading Authorities Inc This agreement may not be changed modified or altered except by an instrument in writing signed by the parties It shall become effective when signed below by client and Leading Authorities Inc or in counterpart and photocopy facsimile electronic or other copies shall have the same effect for all purposes as a signed original
- 23) Other terms and provisions provided ☒ None ☐ See attached addendum

Accepted by Leading Authorities, Inc

Anthony Berardo
Name
Vice President
Title
Anthony Berardo 2-24-03
Signature Date

Accepted by client

SHANE K. BOYO
Name
VP COMMUNICATIONS
Title
Shane K. Boyo 2-17-03
Signature Date

Leading Authorities



1220 L Street, NW, Suite 850
Washington DC 20005

TELEPHONE 1 800 SPEAKER
LOCAL 202 783 0300
FAX 202 783 0301
EMAIL LA@lauthorities.com
www.leadingauthorities.com

INVOICE IVC07191

Invoice Date 2/11/03

ATTACHMENT I – Page 3 of 4

Fleming Companies Incorporated
1945 Lakepointe Drive

Lewisville TX 75029
ATTN Shayne Boyd

Description	Customer ID	Salesperson ID	Due Date
B-BUTLER-4/2/03	FCI-BOYD	TB	3/19/03

BALANCE FEE FOR RICHARD BUTLER

EVENT DATE APRIL 2, 2003 \$14,000 00

Subtotal \$14 000

Payment received \$0

Total \$14,000

Please remit payment to LEADING AUTHORITIES, INC

Federal ID # 52-1705098

Your prompt payment is appreciated Thank you

Monique Remy

From Tony Berardo
Sent Thursday, April 17, 2003 9 39 AM
To Monique Remy
Subject Fleming Cancellation

Matt Reynolds who is the Manager of People Development called me on March 14, 2003 to tell me that they needed to cancel Richard Butler, Robert Kriegel and Stew Leonard. He asked if he could reschedule the event for late September. I agreed but told him that he would be responsible for Richard Butler's \$5,000 travel allowance as well as the speaker's full fees. Matt Reynolds understood that LAI was going to pay the speakers in full on the original scheduled dates as agreed to on the contracts.

Tony Berardo

Vice President
Leading Authorities, Inc
1220 L Street, NW
Suite 850
Washington, DC 20005
1 800 SPEAKER x1003
202 783 0301 Fax
Tony@Lauthorities.com
www.leadingauthorities.com

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Version 6.0.459 / Virus Database 258 - Release Date 2/25/03

Leading Authorities

FIRM OFFER LETTER

Date March 7, 2003
 To: Matt Reynolds
 From: Anthony Berardo
 Re: Firm Offer Letter

ATTACHMENT II - Page 1 of 3

Matt, I will let Robert Kriegel know you are committed as soon as we receive this signed agreement from you

• Client.	Fleming Companies Incorporated
• Theme of Meeting.	Dialogue Meeting <i>Working to Win - Partnering for Success</i>
• Date of Appearance.	April 03, 2003
• Event Location	Westin Stonebriar Resort 1549 Legacy Drive Frisco, TX 75034
• Audience Description:	300 - Owner Operators of Super Markets Nationwide Independent Retailers & Fleming Associates
• Speaking Fee	\$15,000.00
• Expense Description	First class travel, ground transportation, tips, meals and incidentals billed directly to client by speaker. Hotel to be billed to client's master account
• Timetable of Events.	The 60-minute presentation is to begin the afternoon of April 3, 2003 at 2:50pm.

By signing this agreement, you agree that this is a firm and irrevocable offer to engage Robert Kriegel for Fleming Companies Incorporated on the terms set forth above. You are also representing that you have authority to enter into a binding contract for Fleming Companies Incorporated. If the speaker accepts this offer, a binding contract will be formed, subjecting Fleming Companies Incorporated to the terms of Leading Authorities' standard contract. The terms of this contract include the following provisions with regard to cancellation. Fleming Companies Incorporated will be responsible for paying Leading Authorities a non-refundable deposit equaling 50% of the speaking fee within 30 days of signing this agreement. The remaining balance of the fee will be due 14 days prior to the event and is non-refundable within 90 days of the scheduled event date. It is agreed that these non-refundable amounts will constitute liquidated damages if the contract is terminated by Fleming Companies Incorporated. This firm offer must be completed and returned to Leading Authorities within 72 hours. Final confirmation of the speaker's appearance is contingent upon his/her acceptance of this firm offer.

Signed on behalf of Fleming Companies Incorporated


 Signature

March 10, 2003
 Date



1220 L Street, NW, Suite 850
Washington DC 20005

INVOICE IVC07425

Invoice Date 3/11/03

TELEPHONE 1-800 SPEAKER
LOCAL 202 783 0300
FAX 202 783 0301
EMAIL LA@lauthorities.com
www.leadingauthorities.com

ATTACHMENT II – Page 2 of 3

Fleming Companies Incorporated
1945 Lakepointe Drive

Lewisville TX 75029
ATTN Matt Reynolds

Description	Customer ID	Salesperson ID	Due Date
F-KRIEGEL-4/3/03	FCI-REYNOLDS	TB	3/11/03

FULL FEE FOR ROBERT KRIEGEL

EVENT DATE APRIL 3, 2003 \$15,000 00

Subtotal \$15,000 00

Payment received \$0 00

Total \$15,000 00

Please remit payment to LEADING AUTHORITIES, INC

Federal ID # 52-1705098

Your prompt payment is appreciated Thank you

Monique Remy

From Tony Berardo
Sent Thursday, April 17, 2003 9 39 AM
To Monique Remy
Subject Fleming Cancellation

Matt Reynolds who is the Manager of People Development called me on March 14, 2003 to tell me that they needed to cancel Richard Butler, Robert Kriegel and Stew Leonard. He asked if he could reschedule the event for late September. I agreed but told him that he would be responsible for Richard Butler's \$5,000 travel allowance as well as the speaker's full fees. Matt Reynolds understood that LAI was going to pay the speakers in full on the original scheduled dates as agreed to on the contracts.

Tony Berardo

Vice President
Leading Authorities, Inc
1220 L Street, NW
Suite 850
Washington, DC 20005
1 800 SPEAKER x1003
202 783 0301 Fax
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Leading Authorities

FIRM OFFER LETTER

Date. March 7, 2003
 To Matt Reynolds
 From. Anthony Berardo
 Re Firm Offer Letter

ATTACHMENT III - Page 1 of 3

Matt, I will let Stew Leonard know you are committed as soon as we receive this signed agreement from you

• Client.	Fleming Companies Incorporated
• Theme of Meeting	Dialogue Meeting <i>Working to Win - Partnering for Success</i>
• Date of Appearance	April 03, 2003
• Event Location	Westin Stonebriar Resort 1549 Legacy Drive Frisco, TX 75034
• Audience Description	<i>200</i> - Owner Operators of Super Markets Nationwide, Independant Retailers & Fleming Associates
• Speaking Fee.	\$12,500.00
• Expense Description:	First class travel, ground transportation, tips, meals and incidentals billed directly to client by speaker. Hotel to be billed to client's master account
• Timetable of Events:	The 60-minute presentation is to begin the morning of April 3 2003 at 8:30am.

By signing this agreement, you agree that this is a firm and irrevocable offer to engage Stew Leonard for Fleming Companies Incorporated on the terms set forth above. You are also representing that you have authority to enter into a binding contract for Fleming Companies Incorporated. If the speaker accepts this offer, a binding contract will be formed, subjecting Fleming Companies Incorporated to the terms of Leading Authorities' standard contract. The terms of this contract include the following provisions with regard to cancellation. Fleming Companies Incorporated will be responsible for paying Leading Authorities a non-refundable deposit equaling 50% of the speaking fee within 30 days of signing this agreement. The remaining balance of the fee will be due 14 days prior to the event and is non-refundable within 90 days of the scheduled event date. It is agreed that these non-refundable amounts will constitute liquidated damages if the contract is terminated by Fleming Companies Incorporated. This firm offer must be completed and returned to Leading Authorities within 72 hours. Final confirmation of the speaker's appearance is contingent upon his/her acceptance of this firm offer.

Signed on behalf of Fleming Companies Incorporated

[Signature]
 Signature

March 10, 2003
 Date

Leading Authorities



1220 L Street, NW, Suite 850
Washington DC 20005

TELEPHONE 1 800 SPEAKER
LOCAL 202 783 0300
FAX 202 783-0301
EMAIL LA@lauthorities.com
www.leadingauthorities.com

INVOICE IVC07424

Invoice Date 3/11/03

ATTACHMENT III – Page 2 of 3

Fleming Companies Incorporated
1945 Lakepointe Drive

Lewisville TX 75029
ATTN Matt Reynolds

Description	Customer ID	Salesperson ID	Due Date
F-LEONARD-4/3/03	FCI-REYNOLDS	TB	3/11/03

FULL FEE FOR STEW LEONARD

EVENT DATE APRIL 3, 2003

\$12,500 00

Please remit payment to LEADING AUTHORITIES, INC
Federal ID # 52-1705098
Your prompt payment is appreciated Thank you

Subtotal	\$12,500 00
Payment received	\$0 00
Total	\$12,500 00

Monique Remy

From Tony Berardo
Sent Thursday, April 17, 2003 9 39 AM
To Monique Remy
Subject Fleming Cancellation

Matt Reynolds who is the Manager of People Development called me on March 14, 2003 to tell me that they needed to cancel Richard Butler, Robert Kriegel and Stew Leonard. He asked if he could reschedule the event for late September. I agreed but told him that he would be responsible for Richard Butler's \$5,000 travel allowance as well as the speaker's full fees. Matt Reynolds understood that LAI was going to pay the speakers in full on the original scheduled dates as agreed to on the contracts.

Tony Berardo

Vice President
Leading Authorities, Inc
1220 L Street, NW
Suite 850
Washington, DC 20005
1 800 SPEAKER x1003
202 783 0301 Fax
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Leading Authorities

1220 L Street NW, Suite 850 Washington DC, 20005-4070 1-800-SPEAKER Line 202-783-0300 Fax 202 783-0301

1 Agreement to Engage Talent

A	Client	Fleming Companies Incorporated 1945 Lakepoint Drive Louisville TX 75029 Tel (972) 906-8622 Fax (972) 906 2401
B	Logistics Contact	Matt Reynolds Phone (972) 906-8622
C	Leading Authorities Contact	Anthony Berardo Home Phone (301) 888-9197 Beeper Number 800 SKY 8888 PIN #2026083
D	Talent	Marcus Buckingham
E	Performance Fee	\$35,000 00
F	Books	120 Copies of <i>First, Break All the Rules</i> @ \$18 00 = \$2,160 00 \$2 160 00 + \$50 00 for shipping & handling = \$2 210 00
G	Date of Appearance Event Timetable	Tuesday, February 04 2003 The 60 minute presentation is to begin the morning of February 4 2003 at 9 00am Any additions or revisions to the timetable must be requested and approved in writing by Leading Authorities and the talent.
H	Speech Title	1 Complete phase 1 of convenience integration plan 2 A selling process that delivers profitable growth 3 Driving to the low cost position 4 Talent that achieves best in class productivity
I	Theme of Meeting	Leadership Conference
J	Audience Description	130 - Division Presidents and Senior Vice Presidents
K	Required Attire	Business
L	Event Location/Phone	Marriott Las Colinas 223 West Las Colinas Boulevard Irving, TX 75038 Phone (972) 831-0000 Fax (972) 831-8861 Same as Event
M	Accommodations/Phone	
N	Deposit Amount	\$17,500 00 + \$2 210 00 = \$19,710 00
O	Deposit Payable By	Due upon receipt of invoice
P	Balance Amount	\$17,500 00
Q	Balance Due Date	Tuesday January 21 2003
R	Expense Description	First class travel ground transportation tips meals and incidentals billed directly to client by speaker Hotel to be billed to client's master account
S	A/V Requirements	LCD projector lavalliere microphone podium with a gooseneck microphone and a glass of water Mr Buckingham will bring his Sony VAIO laptop and remote mouse with him This appearance may not be recorded (including by television camera) broadcast or transmitted by any means, for any purpose without an express written agreement between client and speaker on a Leading Authorities Inc contract form
T	Arrival	Speaker will arrive the evening before his presentation

The client agrees to the terms in section one above and to those additional terms set forth in sections two through twenty three of this agreement. The representative of the client in signing this agreement warrants that he/she signs as a duly authorized representative of the client.

Further the client understands that final confirmation of talent's appearance is contingent upon talent's acceptance of this engagement on the terms above.

2) Client agrees to the terms in Section One (1) of this agreement and to the additional terms stated below.

3) Client agrees to provide a well-heated or air-conditioned venue as appropriate for the time of year. Client also agrees to provide a well-lit venue, in good condition together with all necessary stage accessories and properties including microphones A/V equipment and an amplification system in proper working condition.

Accepted by Leading Authorities, Inc

Anthony Berardo
Name
Vice President
Title
Signature
Date 12-16-02

Accepted by client

Matt Reynolds
Name
Mng. Rep. Dev.
Title
Signature
Date 12/16/2002

Leading Authorities

1220 L Street, NW Suite 850 Washington DC, 20005-4070 1-800-SPEAKER Line 202-783-0300 Fax 202-783-0301

- 4) The client certifies that it is contracting for a private event only and that the event is not a public program that will be marketed to the general public in any way
- 5) Client understands and agrees that Leading Authorities Inc acts herein as agent for talent and is not responsible for any act of commission or omission on the part of talent
- 6) In the event that the client fails or refuses to provide any of the items herein stated or fails or refuses to make any of the payments as provided in Section One (1) of this agreement or fails to proceed with the engagement the talent shall have no obligation to perform under the terms of this agreement
- 7) The deposit specified in Section One (1) is non refundable and shall be due and payable immediately upon receipt by client of an invoice from Leading Authorities Inc Client agrees to forfeit the deposit in its entirety in the event of breach or cancellation of this contract by client up to 90 days prior to the scheduled event
- 8) In the event of breach or cancellation of this contract by client within 90 days of the scheduled event the entire fee shall be due immediately to Leading Authorities, Inc
- 9) In the event that talent is unavoidably delayed but arrives and presents his/her program in full as directed by client, the engagement will be considered to have been completed as agreed and all fees honorariums, and other charges shall be due in full unless otherwise agreed in writing by Leading Authorities Inc
- 10) In the event of cancellation of this agreement by talent for any reason Leading Authorities Inc will not have any liability for expenses, losses or consequential damages incurred by the client Leading Authorities Inc will attempt to arrange comparable talent that is acceptable to the client Client understands that the fees for replacement talent may be higher or lower than for the talent specified in Section One (1) of this agreement and that a new agreement will be necessary to bind replacement talent
- 11) Force Majeure Notwithstanding any other provision of this agreement, in the event that the performance of any obligation under this agreement by any party to this agreement (Client Talent or Leading Authorities Inc) is prevented due to acts of God any government restriction wars, hostilities civil disturbances revolutions strikes terrorist attacks lockouts or any other cause beyond the reasonable control of any party then such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this agreement The terms of this clause shall not exempt but merely suspend any party from its duty to perform the obligations under this agreement as soon as practicable after a force majeure condition ceases to exist
- 12) Leading Authorities, Inc agrees to refund to client any advances or deposits received from client in the event that talent cancels the contract and if Leading Authorities Inc cannot arrange comparable talent that is acceptable to the client The foregoing rights of cancellation shall be in addition to any other provision(s) regarding cancellation in this agreement
- 13) Client agrees to hold Leading Authorities, Inc its directors officers employees independent contractors and agents harmless and indemnify Leading Authorities, Inc with respect to any and all claims losses damages liabilities judgements, or settlements, including reasonable attorney's fees costs and other expenses as a result of any performance cancellation by talent, or any act of commission or omission by talent or any breach or alleged breach of any of client's representations, warranties and agreements and from any and all claims of third parties Client also agrees not to pursue any legal or other remedies against Leading Authorities Inc
- 14) No additional appearances or activities shall be planned by the client involving the talent nor expected of the talent unless expressly contained in Section Twenty-Three (23) of this agreement The fee listed is understood to be for the engagement specified in Section One (1) only unless otherwise specified in Section One (1)
- 15) Expenses will include first class domestic air fare or international business class air fare unless otherwise stated in Section One (1) and any other normal expenses such as local lodging, meals taxi cab or limousine fares and any other reasonable expenses made necessary by the talent's trip to presence in, or trip from the city in which the engagement is to be presented
- 16) The client agrees to submit two copies of all promotional material to Leading Authorities at least two weeks prior to the engagement that have been provided to the audience along with information on the sponsoring organization This information is requested to assist the talent in preparing for the engagement
- 17) Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association in the District of Columbia and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof The prevailing party shall be entitled to reasonable attorney's fees and costs and any other justifiable costs and fees
- 18) The client understands that this agreement is contingent upon Leading Authorities Inc's receiving a signed contract from talent agreeing to perform the engagement on the terms stated herein
- 19) The client agrees to pay any and all state and local taxes or fees specifically excluding income taxes related to this agreement
- 20) If talent's performance occurs outside of the United States of America and its territories and if any gross receipts or sales taxes, any value-added taxes or any other applicable taxes are payable by talent and/or Leading Authorities Inc to fulfill this agreement, client agrees to assist Leading Authorities Inc and/or talent in securing an exemption for the amount of taxes due or to pay such taxes on behalf of Leading Authorities Inc and/or talent and remit a net amount after such taxes to Leading Authorities Inc that is equal to the amount of the speaking fee set forth in Section One (1) of this agreement
- 21) The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision of this contract and each provision shall be enforced to the maximum extent permitted by applicable law
- 22) This constitutes the sole complete and binding agreement between client and Leading Authorities Inc This agreement may not be changed modified or altered except by an instrument in writing signed by the parties It shall become effective when signed below by client and Leading Authorities Inc or in counterpart and photocopy facsimile electronic or other copies shall have the same effect for all purposes as a signed original
- 23) Other terms and provisions provided ☒ None ☐ See attached addendum

Accepted by Leading Authorities, Inc

Accepted by client

2

Name

Name

Title

Title

Signature

Signature

Date

Date

Leading Authorities



1220 L Street, NW, Suite 850
Washington DC 20005

TELEPHONE 1 800 SPEAKER
LOCAL 202 783-0300
FAX 202 783-0301
EMAIL LA@laauthorities.com
www.leadingauthorities.com

INVOICE IVC07664

Invoice Date 4/9/03

ATTACHMENT IV – Page 3 of 7

Fleming Companies Incorporated
1945 Lakepointe Drive

Lewisville TX 75029
ATTN Matt Reynolds

Description	Customer ID	Salesperson ID	Due Date
E-BUCKINGHAM-2/4/03	FCI-REYNOLDS	TB	4/9/03

EXPENSES FOR MARCUS BUCKINGHAM

EVENT DATE FEBRUARY 4, 2003

AIRFARE	\$1,513 9
GROUNDTRANSPORTATION	\$214 5
LODGING	\$206 C

Please remit payment to Leading Authorities, Inc (FIN # 52-1705098)

For Payment by Wire

Branch Banking & Trust Bank
1909 K Street, NW
Washington DC 20006
ABA # 054001547
Account # 5160069440

Subtotal	\$1,934
Payment received	\$0
Total	\$1,934

To DANIELLE

Re INVOICE NUMBER -431032

From CAREY LOS ANGELES INC

ATTACHMENT IV - Page 5 of 7

CAREY INVOICE

FAX
REPRINT 2/10/2003Reservation Number 03431032
Service Date 03FEB2003
Invoice Number 431032

SERVICE	GRATUTIES	MISC EXP	COMMISSION	TOTAL
Flat rate	82 03	14 77		96 80

STC		8 20		8 20
-----	--	------	--	------

PO#/DEPT
Placed By LINDA POTTER
Passenger MARCUS MR BUCKINGHAM
P/U Addr 610 LINDEN DRIVE BEVERLY HILLS
Dest TRF-LAX-AMERICAN DPT0633 DROP OFF
RATE \$82 03 +\$14 77 +\$8 20 +\$4 50 =\$109 50Customer Number 000003
Customer Name VISA CARD
Customer Address

Total Invoice 105 00

To DANIELLE

Re INVOICE NUMBER -431037

ATTACHMENT IV - Page 6 of 7

From CAREY LOS ANGELES INC

CAREY INVOICE

FAX
REPRINT 2/10/2003

Reservation Number 03431037

Service Date 04FEB2003

Invoice Number 431037

SERVICE	GRATUTIES	MISC EXP	COMMISSION	TOTAL
Flat rate	82 03	14 77	4 50	101 30
STC		8 20		8 20

PO#/DEPT

Pick Up Time 13 35

Placed By LINDA POTTER

Passenger MARCUS MR. BUCKINGHAM

P/U Addr LAX-AMERICAN #2433 FROM DALLAS

Dest TRF-610 LINDEN DRIVE BEVERLY HILLS DROP OFF

RATE \$82 03 +\$14 77 +\$8 20 +\$4 50 =\$109 50

Customer Number 000003

Customer Name VISA CARD

Customer Address

Total Invoice 109 50

DALLAS Marriott

LAS COLINAS

223 West Las Colinas Boulevard, Irving, Texas 75039
(972) 831 0000 Fax (972) 831 8861

For your protection we have NOT included a credit card receipt on this express check bill. Please accept this statement as a receipt. Any additional charges will be added to the final amount charged to your credit card. If you need an updated receipt or credit card voucher, please stop by the Front Desk. Thank you.

GUEST FOLIO

204 BUCKINGHAM/MARCUS 109.00 DUPLICATE 14:15 ACCT#
ROOM NAME RATE DEPART TIME 412
SDDG FLEMING 02/03/03
TYPE ARRIVE TIME GROUP
1945 LAKEPOINT DR
LEWISVILLE TX BKXXXXXXXXXXXX6598
75057
ROOM CLERK ADDRESS PAYMENT

DATE	REFERENCE	CHARGES	CREDITS	BALANCE DUE
02/03	LD PHONE 0093-800	00		
02/03	LOCAL 0095-LOC	.75		
02/03	LD PHONE 0096-212	2.90		
02/03	BISTRO 1155 204	54.25		
02/03	LOBBYBAR 1815 204	5.75		
02/03	RM SERV 1594 204	16.65		
02/03	MOVIES MOVIE	16.23		
02/03	MOVIES MOVIE	12.98		
02/03	ROOM 204, 1	109.00		
02/03	ROOM TAX 204, 1	7.63		
02/03	OCC TAX 204, 1	6.54		
02/03	LD PHONE 0080-310	2.90		
02/04	CCARD-BK		112.41	
02/04	CCARD-BK		123.17	
02/04	CASH	.00		
				.00

DALLAS Marriott
LAS COLINAS

223 West Las Colinas Boulevard, Irving, Texas 75039
(972) 831 0000 Fax (972) 831-8861

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amount shown in the credits column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. The credit card company will bill in the usual manner. If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed in the event payment is not made within 25 days after check-out, you will owe us interest from the check out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law plus the reasonable cost of collection, including attorney fees.

Signature X