

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

PROOF OF CLAIM



565009

Bar Date Ref # 2-NVM-23707

In re
Fleming Cos

Case Number
03-10945 (MFW)

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.

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.

Name of Creditor and Address

Mr Warren Mason
1200 College Pkwy #312
Lewisville TX 75077

0354653565009

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 (972) 221-6641 OR (214) 529-2304

CREDITOR TAX ID #

417-76-1970

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
Fleming Vendor # 9026416

Check here replaces or amends if this claim

a previously filed claim dated _____

1 BASIS FOR CLAIM

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

Your social security number _____

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

2 DATE DEBT WAS INCURRED

31 MAR 03 (SERVICE) (15 MAR - 31 MAR 03)

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

\$ *6,071.43* (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (total)

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

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.

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

THIS SPACE FOR COURT

USE ONLY
FILED

SEP 03 2003

BMC

DATE SIGNED

02 SEP 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).

Warren Mason

Warren Mason

Fleming Companies Claim



07388

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

CONSULTING AGREEMENT

This Agreement, is made as of the 7th day of September, 2002 by and between FLEMING COMPANIES, INC (hereinafter referred to as "Company") and WARREN MASON (hereinafter referred to as "Consultant")

1 Term of Agreement The Company hereby retains the services of Consultant and Consultant hereby accepts such retention with the Company for a term of one (1) year beginning on August 29, 2002 and ending September 6, 2003, unless sooner terminated as hereinafter provided

2 Duties of Consultant During the term of this Agreement, Consultant will render advisory and consulting services to the Company and provide the Company the benefit of his special knowledge, skills, contacts, and business experience performing such services which shall include, but not be limited to, those described on Exhibit A attached hereto

3 Compensation

A For his services hereunder, the Company agrees to pay Consultant \$130,000.00 payable in bi-weekly installments of \$5,000.00 each in accordance with Fleming's standard payroll schedule. The first installment shall be processed on September 20, 2002

B Company agrees to reimburse Consultant for his reasonable expenses incurred for temporary housing and car rental during the first month of this Agreement. Consultant shall be solely responsible for all other expenses incurred while performing his services to the Company unless otherwise agreed in writing

C It is expressly understood that Consultant is an independent contractor and not an employee of Company. Therefore, Consultant is solely responsible for the payment of all income, self employment, FICA and any and all other taxes applicable to Consultant's earnings hereunder. As an independent contractor, it is understood that Consultant is not eligible for, and Company will not maintain or provide, any workers compensation, unemployment, medical insurance, paid sick days, paid vacation days or any other benefits. No other compensation shall be paid to Consultant except as specifically provided for in Paragraphs 3A & 3B above

4 Trade Secrets and Confidential Information Consultant acknowledges that because of his performance of services for the Company, Consultant will gain access to and become familiar with certain information of the Company which the Company deems proprietary and confidential ("Confidential Information"). Consultant shall not, except with the prior written consent of the Company, directly or indirectly divulge, reveal, report, publish, transfer or otherwise disclose such Confidential Information to any person or entity. Furthermore, Consultant shall not use such Confidential Information

to the detriment of Company Consultant confirms that such information is the exclusive property of the Company

5 Renewal and Termination This Agreement shall automatically terminate on the expiration date set forth in paragraph 1 above, unless otherwise terminated by the Company pursuant to the terms of this Agreement. Notwithstanding anything contained herein to the contrary, the Company may terminate this Agreement by providing written notice of termination to the Consultant at least sixty (60) days prior to the desired termination date, at which time any further payments to Consultant shall cease, except for those payments already earned by Consultant under paragraph 3A hereof. The Company may terminate this Agreement immediately for cause including, but not limited to, Consultant's failure to perform as required under this Agreement.

6 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 Oklahoma City, Oklahoma, in accordance with the rules for arbitration of the American Arbitration Association. Any arbitration shall be undertaken pursuant to the Federal Arbitration Act, where possible, and 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. Otherwise, a single arbitrator shall be employed. All costs relating to the arbitration, including attorney's fees, shall be allocated and charged as determined by the arbitrators. 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. In resolving all disputes between the parties, the arbitrators will apply the laws of the State of Oklahoma. The parties will be entitled to conduct document discovery by requesting production of documents. The arbitrators will resolve any discovery disputes by such prehearing 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. An action for the breach of this Agreement must be commenced within one (1) year after the event giving rise to the cause of action occurs.

7 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

8 Entire Agreement This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both oral and written, between the parties with respect to the subject matter herein and no modifications, changes or amendments to this Agreement shall be valid or enforceable unless made in writing and signed by both parties.

9 No Third Party Beneficiaries Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person, other than Company and Consultant.

10 Notices All notices hereunder shall be in writing and shall be deemed to have been duly given when mailed and telefaxed to the other party at the address and number set forth below

If to Company Fleming Companies Inc
1945 Lakepointe Drive
Lewisville, Texas 75057
Attention Chief Information Officer

If to Consultant Mr Warren Mason
201 Kelsey Lynn Lane
Huntsville, AL 35806
TEL (256) 837-2756

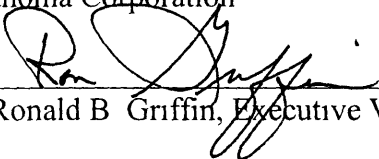
11 No Assignment Consultant may not assign its rights or delegate its duties hereunder without the prior written consent of the Company

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above

“COMPANY”

FLEMING COMPANIES INC
An Oklahoma Corporation

By



Ronald B Griffin, Executive Vice President

“CONSULTANT”



Warren Mason