

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

**PROOF OF CLAIM**



s136375

Scheduled Claim Ref # 2-F2 24001

**YOUR CLAIM IS SCHEDULED AS**

\$75 191 65 UNSECURED

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.

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**  
  
*TYLER MOUNTAIN WATER COMPANY dba* 0354429424741  
 RAINBOW FRUIT JUICE CO  
~~PO BOX 503675~~ *159 HARRIS DRIVE*  
~~ST LOUIS MO 63150~~ *POCA, WV 25159*

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.

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 (304) 755-9160

CREDITOR TAX ID #  
*55-0533374*

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR  
—

Check here  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** *1/24/03 THROUGH 3/27/03*

**3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE**

\$ *90,672.50* (unsecured)    \$ — (secured)    \$ — (unsecured priority)    \$ *90,672.50* (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 08 2003



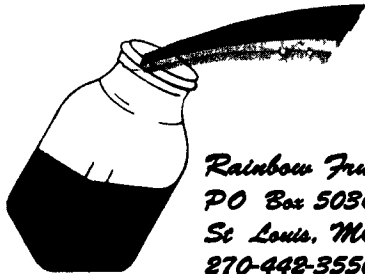
DATE SIGNED *9/5/03*

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)

*[Signature]* **RALPH SANVILLE JR. TREASURER**

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**



*Rainbow Fruit Juice Co.*  
 PO Box 503675  
 St Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

# INVOICE 50503

CUSTOMER NO 23477600

BILL TO FLEMING-TULSA DIVISION  
 P O Box 268959  
 OKLAHOMA CITY, OK 74108  
 918-439-9979

SHIP TO FLEMING-TULSA DIVISION  
 420 S 145TH EAST AVE  
 TULSA, OK 74108  
 918-439-6820

02/26/03	SWINFORD	PPD	28/10	N/30
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995503 02/04/03 GAFFNEY, DENNIS 50503

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
231	10 480808	RB 48-8 F PUNCH	4 4900	1037 19	0 00	0 00	1037 19
117	28 240808	TF 24-8 FRUIT PUNCH	3 1300	366 21	0 00	0 00	366 21
231	10 480807	RB 48-8 GRAPE	4 4900	1037 19	0 00	0 00	1037 19
154	10 480805	RB 48-8 L LIME	4 4900	691 46	0 00	0 00	691 46
154	10 480804	RB 48-8 STRAWBERRY	4 4900	691 46	0 00	0 00	691 46
231	10 480801	RB 48-8 B RASPBERRY	4 4900	1037 19	0 00	0 00	1037 19
117	28 240801	TF 24-8 BLUE RASPBERRY	3 1300	366 21	0 00	0 00	366 21
77	10 480802	RB 48-8 LEMONADE	4 4900	345 73	0 00	0 00	345 73
231	10 480806	RB 48-8 ORANGE	4 4900	1037 19	0 00	0 00	1037 19
117	28 240806	TF 24-8 ORANGE	3 1300	366 21	0 00	0 00	366 21
20	SHIPPED	PALLETS	0 0000				0 00

*Thank You*

6976 04	0 00	0 00	6976 04
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DUPLICATE FILE COPY

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

50503

SHIPPER NO 114679

SWINFORD DR#4

Feb 04, 2003

NAME OF CARRIER

DATE

TO FLEMING-TULSA DIVISION  
420 S 145TH EAST AVE

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086

FEB 4 11 33

TULSA, OK 74108  
918-439-6820

DESTINATION

FEB 4 14 48

DELIVERY ADDRESS

ROUTE OTR

SEAL NUMBER

TR# 5353  
TMW RFS 29850

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
231	RB 48-8 F.PUNCH	6699.00		P 0234
117	TF 24-8 FRUIT PUNCH	1696.50		A 3453
231	RB 48-8 GRAPE	6699.00		A 0304
154	RB 48-8 L.LIME	4466.00		P 0354
154	RB 48-8 STRAWBERRY	4466.00		A 0154
231	RB 48-8 B RASPBERRY	6699.00		P 2873
117	TF 24-8 BLUE RASPBERRY	1696.50		P 0254
77	RB 48-8 LEMONADE	2233.00		A 0204
231	RB 48-8 ORANGE	6699.00		P 2883
117	TF 24-8 ORANGE	1696.50		A 0234
20	PALLETS	1000.00		P 0294
Total Weight:		44050.50		
P O ; 995503				
ARRIVE: 02/05/03 0400-0900				
FOB: PPD				
LOADED BY	<i>Kathy</i>	DATE	<i>2-4-03</i>	PALLETS IN _____ OUT <i>20</i>

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if in motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER \_\_\_\_\_ DATE \_\_\_\_\_

CARRIER *TMW RFS*  
PER *Darryl Lewis*  
DATE *2-4-03*



*Rainbow Fruit Juice Co*  
 PO Box 503675  
 St Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

# INVOICE 50745

CUSTOMER NO 23471600

BILL TO FLEMING-TULSA DIVISION  
 P O Box 268959  
 OKLAHOMA CITY, OK 74108  
 918-439-9979

SHIP TO FLEMING-TULSA DIVISION  
 420 S 145TH EAST AVE  
 TULSA, OK 74108  
 918 439-6820

DATE 02/21/03 SWINFORD PERD 28/10 N/30

INVOICE ORDER NUMBER 995923 SHIP DATE 02/21/03 GAFNEY, DENNIS 50745

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
154	13 240808	RB 24 8 F PUNCH	3 3800	520 52	0 00	0 00	520 52
154	13 240807	RB 24-8 GRAPE	3 3800	520 52	0 00	0 00	520 52
154	13 240801	RB 24-8 B RASPBERRY	3 3800	520 52	0 00	0 00	520 52
154	13 240806	RB 24 8 ORANGE	3 3800	520 52	0 00	0 00	520 52
231	10 480808	RB 48 8 F PUNCH	4 7400	1094 94	0 00	0 00	1094 94
154	10 480807	RB 48 8 GRAPE	4 7400	729 96	0 00	0 00	729 96
154	10 480805	RB 48 8 L LIME	4 7400	729 96	0 00	0 00	729 96
77	10 480803	RB 48 8 CH BERRY	4 7400	364 98	0 00	0 00	364 98
231	10 480804	RB 48-8 STRAWBERRY	4 7400	1094 94	0 00	0 00	1094 94
231	10 480801	RB 48 8 B RASPBERRY	4 7400	1094 94	0 00	0 00	1094 94
154	10 480802	RB 48-8 LEMONADE	4 7400	729 96	0 00	0 00	729 96
20	SHIPPED - PALLET'S		0 0000				0 00

*Thank You*

7921 76	0 00	0.00	7921 76
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DUPLICATE FILE COPY



STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 114836

SWINFORD

Feb 21, 2003

NAME OF CARRIER

DATE

TO FLEMING-TULSA DIVISION  
420 S 145TH EAST AVE  
  
TULSA, OK 74108  
918-439-6820

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086

DESTINATION

DONE  
FEB2110??

DELIVERY ADDRESS

ROUTE OTR

SEAL NUMBER

TR# 5409  
Mw PFD 29814

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
154	RB 24-8 F PUNCH	2233 00		P3153
154	RB 24-8 GRAPE	2233 00		P2623
154	RB 24-8 B RASPBERRY	2233 00		P3523
154	RB 24-8 ORANGE	2233.00		
231	RB 48-8 F PUNCH	6699 00		A0494
154	RB 48-8 GRAPE	4466 00		A0514
154	RB 48-8 L LIME	4466 00		
77	RB 48-8 CH. BERRY	2233 00		
231	RB 48-8 STRAWBERRY	6699 00		A0504
231	RB 48-8 B RASPBERRY	6699.00		A0294
154	RB 48-8 LEMONADE	4466 00		P0524
20	PALLETS	1000.00		
Total Weight:		45660 00		A0504
P O : 995923				P0304
ARRIVE: 02/24/03 0600				
APPT #713287				
DOOR #71				
FOB: PPD				
LOADED BY	<i>Chert</i>	DATE	2-21-03	PALLETS IN _____ OUT 20

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of pack unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the tract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Dom Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if the motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

CARRIER *Swinford*  
PER *2-21-2003*  
DATE *1 10 2003*

PFR \_\_\_\_\_ DATE \_\_\_\_\_



*Rainbow Fruit Juice Co.*  
 PO Box 503675  
 St Louis, MO 63150-3675  
 870-442-3550  
 870-442-3775 (Fax)

# INVOICE 50991

CUSTOMER NO 23473100

BILL TO FLEMING/GENEVA  
 POST OFFICE BOX 24760  
 OKLAHOMA CITY, OK 73124

SHIP TO FLEMING/GENEVA DIVISION  
 \*\*\*PRODUCE DEPT\*\*\*  
 2001 WEST MAGNOLIA AVENUE  
 GENEVA, AL 36340  
 334-684-3631

03/03/03 SWINEFORD RPD 28/10 N/30

03/03/03 STILLWELL ROBERT 50991

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
539	21 480810	RB 48-8 4 FLV VRTY PK	4 5200	2436 28	0 00	0 00	2436 28
'002	22 240810	RB 24-8 4 FLAV VRTY PK	2 3800	4764 76	0 00	0 00	4764 76
20	SHIPPED	- PALLETS	0 0000				0 00

*Thank You*

7201 04	0 00	0 00	7201 04
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2W0

50991

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 114923

SWINFORD

Mar 03, 2003

NAME OF CARRIER

DATE

TO FLEMING/GENEVA DIVISION  
\*\*\*PRODUCE DEPT\*\*\*  
2001 WEST MAGNOLIA AVENUE  
GENEVA, AL 36340  
334-684-3631

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH KY 42086

DESTINATION

Done @  
MAR 3 12 42

DELIVERY ADDRESS

ROUTE <sup>OTR</sup>

TR# 5478  
SEAL NUMBER 30218

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
539	RB 48-8 4 FLV VRTY PK	15631 00		A0524
2002	RB 24-8 4 FLAV VRTY PK	29029 00		P0294
20	PALLETS	1000 00		
Total Weight:		45660 00		
P O : 992432				
ARRIVE: 03/04/03 0500-1000				
FOB: PPD				
LOADED BY: <i>[Signature]</i>	DATE: <i>3/3/03</i>	PALLETS IN: _____	OUT: <i>20</i>	

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Motor Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if it is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER

DATE

CARRIER *Richard Ball*

PER *Swinford*

DATE *3-3-03*



*Rainbow Fruit Juice Co*  
 PO Box 503675  
 St. Louis, MO 63150-3675  
 870-448-3550  
 870-448-3775 (Fax)

# INVOICE 50897

CUSTOMER NO 23467200

BILL TO FLEMING-WARSAW  
 P O BOX 268854  
 OKLAHOMA CITY, OK 731268854  
 405-752-4148

SHIP TO FLEMING-WARSAW  
 1018 HIGHWAY 117 SOUTH  
 PRODUCE DEPT  
 WARSAW, NC 28498  
 910-293-3860

02/25/03 PTL PPD 28/10 N/30

990721 02/25/03 C & S MARKETERS 50897

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
154	10 480808	RB 48-8 F PUNCH	4 6700	719 18	0 00	0 00	719 18
154	10 480807	RB 48-8 GRAPE	4 6700	719 18	0 00	0 00	719 18
154	10 480805	RB 48-8 L LIME	4 6700	719 18	0 00	0 00	719 18
154	10 480803	RB 48-8 CH BERRY	4 6700	719 18	0 00	0 00	719 18
154	10 480806	RB 48-8 ORANGE	4 6700	719 18	0 00	0 00	719 18
10	SHIPPED	- PALLETS	0 0000				0 00

*Thank You*

3595 90	0 00	0 00	3595 90
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DUPLICATE FILE COPY



2W0

50897

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 114878

PTL

Feb 25, 2003

NAME OF CARRIER

DATE

TO FLEMING-WARSAW  
1018 HIGHWAY 117 SOUTH  
PRODUCE DEPT  
WARSAW, NC 28398  
910-293-3860

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086

DESTINATION

Done @  
FEB250742

DELIVERY ADDRESS

TR# 43-1973

SEAL NUMBER 29768

ROUTE OTR

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
154	RB 48-8 F PUNCH	4466 00		P0514
154	RB 48-8 GRAPE	4466 00		P0514
154	RB 48-8 L LIME	4466 00		P0504
154	RB 48-8 CH. BERRY	4466 00		P0294
154	RB 48-8 ORANGE	4466 00		P0534
10	PALLETS	500 00		
Total Weight		22830 00		
P O : 990721				
ARRIVE: 02/27/03 0700				
FOB: PPD				
LOADED BY <u>Rent</u>	DATE <u>2/25/03</u>	PALLETS IN _____	OUT <u>16</u>	

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff in motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER \_\_\_\_\_

DATE \_\_\_\_\_

CARRIER P.T.L.

PER Cory Wumberly

DATE 2/25/03



*Rainbow Fruit Juice Co.*  
 PO Box 503675  
 St. Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

**INVOICE** 50903  
 CUSTOMER NO 23466700

**BILL TO** FLEMING-SOUTHAVEN  
 POST OFFICE BOX 24810  
 OKLAHOMA CITY, OK 73124  
 662-342-4158

**SHIP TO** FLEMING-SOUTHAVEN  
 8690 TOLANE ROAD  
 PRODUCE DEPT  
 SOUTHAVEN, MS 38671  
 662-342-4100

02/25/03 SWINFORD PPD 2%/10 N/30

994947 02/25/03 CROSS MARK - MEMPHIS 50903

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
77	10 480808	RB 48-8 F PUNCH	4 2200	324 94	0 00	0 00	324 94
77	10 480807	RB 48-8 GRAPE	4 2200	324 94	0 00	0 00	324 94
154	10 480805	RB 48-8 L LIME	4 2200	649 88	0 00	0 00	649 88
154	10 480804	RB 48-8 STRAWBERRY	4 2200	649 88	0 00	0 00	649 88
77	10 480801	RB 48-8 B RASPBERRY	4 2200	324 94	0 00	0 00	324 94
77	10 480802	RB 48-8 LEMONADE	4 2200	324 94	0 00	0 00	324 94
154	10 480806	RB 48-8 ORANGE	4 2200	649 88	0 00	0 00	649 88
63	11 241608	RB 24-16 S C F PUN	4 8200	303 66	0 00	0 00	303 66
63	11 241607	RB 24-16 S.C GRAPE	4 8200	303 66	0 00	0 00	303 66
63	11 241604	RB 24-16 S C STRAWBERRY	4 8200	303 66	0 00	0 00	303 66
63	11 241601	RB 24-16 S C. B.RASP	4 8200	303 66	0 00	0 00	303 66
63	11 241602	RB 24-16 S C LEMONADE	4 8200	303 66	0 00	0 00	303 66
63	11 241606	RB 24-16 S C. ORANGE	4 8200	303 66	0 00	0 00	303 66
154	22 240810	RB 24-8 4 FLAV VRTY PK	2 2800	351 12	0 00	0 00	351 12
462	22 240810	RB 24 8 4 FLAV VRTY PK	2 2800	1053 36	0 00	0 00	1053 36
21	SHIPPED	- PALLETS	0 0000				0 00

*Thank You*

6475.84	0 00	0.00	6475.84
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DUPLICATE FILE COPY

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 114879

SWINFORD *Deol 1*

Feb 25, 2003

NAME OF CARRIER

DATE

TO FLEMING-SOUTHAVEN  
8690 TOLANE ROAD  
PRODUCE DEPT  
SOUTHAVEN, MS 38671  
662-342-4100

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086 FEB25 10:34

DESTINATION

DELIVERY ADDRESS

ROUTE <sup>OTR</sup>

*TR# 5485*  
SEAL NUMBER *ThwRFJ 0030173* FEB25 15:10

NO SHIPPING UNITS	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
77	RB 48-8 F PUNCH	2233 00		P0514
77	RB 48-8 GRAPE	2233.00		P0504
154	RB 48-8 L LIME	4466 00		P0524
154	RB 48-8 STRAWBERRY	4466.00		A0514
77	RB 48-8 B RASPBERRY	2233 00		A0304
77	RB 48-8 LEMONADE	2233 00		P0534
154	RB 48-8 ORANGE	4466 00		A0414
63	RB 24-16 S C. F PUN	1827 00		A0364
63	RB 24-16 S C. GRAPE	1827 00		P0484
63	RB 24-16 S C STRAWBERRY	<del>1827.00</del>		P0524
63	RB 24-16 S C B RASP	1827 00		P0554
63	RB 24-16 S C LEMONADE	1827 00		A0304
63	RB 24-16 S C. ORANGE	1827 00		A0444
154	RB 24-8 4 FLAV VRTY PK	2233 00		
462	RB 24-8 4 FLAV VRTY PK	6699 00		
21	PALLETS	1050 00		
Total Weight:		<del>43012.00</del>		
P O : 994947		43274.00		
ARRIVE: 02/26/03 0600-1000				
FOB: PPD				
LOADED BY <i>albert</i>	DATE <i>2-25-03</i>	PALLETS IN	OUT <i>21</i>	

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of pack unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the tract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Dorr Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if it is motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading if the shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

PER \_\_\_\_\_ DATE \_\_\_\_\_

CARRIER *Swinford*  
PER *C. Mathis*  
DATE *2-25-03*



*Rainbow Fruit Juice Co*  
 PO Box 503675  
 St. Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

**INVOICE** 51161  
 CUSTOMER NO 23468700

BILL TO FLEMING/MARYLAND DIV  
 P O BOX 268999  
 OKLAHOMA CITY, OK 73126  
 405-951-7782

SHIP TO FLEMING/MARYLAND DIV  
 #4 CENTER DRIVE  
 NORTH COMMERCE CENTER  
 NORTH EAST, MD 21901  
 410-287-4092

03/12/03 PTL PPD 2%/10 N/30  
 762378 03/12/03 STONEHOUSE MARKETING 51161

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
720	35 486820	TP 48 8 6 PACK CITRUS	9 2500	6660 00	0 00	0 00	6660 00
420	35 486821	TP 48 8 6 PACK MANGO	9 2500	3885 00	0 00	0 00	3885 00
300	35 486822	TP 48 8 6 PACK TROPICAL	9 2500	2775 00	0 00	0 00	2775 00
24	SHIPPED	- PALLETS	0 0000				0 00

*Thank You*

13320 00	0 00	0 00	13320 00
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DUPLICATE FILE COPY

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51161

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 115017

PTL

Mar 12, 2003

NAME OF CARRIER

DATE

TO FLEMING/MARYLAND DIV  
#4 CENTER DRIVE  
NORTH COMMERCE CENTER  
NORTH EAST, MD 21901  
410-287-4092

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086

MAR 12 13:08

DESTINATION

MAR 12 15:23

DELIVERY ADDRESS

ROUTE OTR

SEAL NUMBER

TR# 43-2221  
MWRFD 30108

NO SHIPPING UNITS	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
720	TP 48-8 6 PACK CITRUS	20880 00		A070603
420	TP 48-8 6 PACK MANGO	12180 00		P080203
300	TP 48-8 6 PACK TROPICAL	8700 00		A080203
24	PALLETS	1200 00		A070603
Total Weight:		42960 00		
P O : 762378				
ARRIVE: 03/14/03 0500				
FOB: PPD				
LOADED BY	<i>albert</i>	DATE	3-12-03	PALLETS IN _____ OUT 24

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of pack unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over a Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other law charges.

CARRIER *High Bourne*

PER *Audrey Karua*

PER

DATE

DATE 3-12-03



Tyler Mountain Water Company, Inc.  
 dba Rainbow Fruit Juice Co  
 PO Box 503675  
 St Louis, MO 63150-3675  
 870-442-3550  
 870-442-3775 (Fax)

# INVOICE

CUSTOMER NO 23468700

BILL TO FLEMING/MARYLAND DIV  
 P.O. BOX 268999  
 OKLAHOMA CITY, OK 73126  
 405-951-7787

SHIP TO FLEMING/MARYLAND DIV  
 #4 CENTER DRIVE  
 NORTH COMMERCE CENTER  
 NORTH EAST, MD 21901  
 410-287-4092

DATE	SHIP VIA	FOB	TERMS
01/24/03	SWINFORD	PPD	2%/10 N/30

ORDER NUMBER	SHIP DATE	BROKER	OUR ORDER NUMBER
432063-NE	01/24/03	STONEHOUSE MARKETING	50378

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
291	10 480805	RB 48-8 L LIME	4 4000	1016 40	0 00	0 00	1016 40
308	10 480801	RB 48-8 B RASPBERRY	4 4000	1355 20	0 00	0 00	1355 20
77	10 480802	RB 48-8 LEMONADE	4 4000	338 80	0 00	0 00	338 80
154	10 480803	RB 48-8 CH BERRY	4 4000	677 60	0 00	0 00	677 60
154	10 480804	RB 48-8 STRAWBERRY	4 4000	677 60	0 00	0 00	677 60
154	10 480806	RB 48-8 ORANGE	4 4000	677 60	0 00	0 00	677 60
154	10 480807	RB 48-8 GRAPE	4 4000	677 60	0 00	0 00	677 60
154	10 480808	RB 48-8 F PUNCH	4 4000	677 60	0 00	0 00	677 60
126	11 241608	RB 24-16 S C F PUN	5 6500	711 90	0 00	0 00	711 90
20	SHIPPER	PALLETS	0 0000				0 00

*Thank You*

RETAIL AMOUNT	PICK-UP ALLOW	TAX	AMOUNT DUE
6810 30	0 00	0 00	6810 30

DUPLICATE FILE COPY

STRAIGHT BILL OF LADING - ORIGINAL NOT NEGOTIABLE

50378

SHIPPER NO 114606

SWINFORD  
NAME OF CARRIER

Jan 24, 2003  
DATE

TO FLEMING/MARYLAND DIV  
#4 CENTER DRIVE  
NORTH COMMERCE CENTER  
NORTH EAST, MD 21901  
410-287-4092

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086  
IN 241355

DESTINATION

JAN241503

DELIVERY ADDRESS

ROUTE OTR

SEAL NUMBER

TRK# 5371  
TMW RFS 29438

NO SHIPPING UNITS	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
231	RB 48-8 L.LIME	6699 00		A 0154
308	RB 48-8 B.RASPBERRY	8932 00		A 0224
77	RB 48-8 LEMONADE	2233 00		P2583
154	RB 48-8 CH BERRY	4466 00		A 3183
154	RB 48-8 STRAWBERRY	4466 00		A3433
154	RB 48-8 ORANGE	4466 00		P0214
154	RB 48-8 GRAPE	4466 00		A0154
154	RB 48-8 F PUNCH	4466 00		A0134
126	RB 24-16 S C F PUN	3654 00		P0034
20	PALLETS	1000 00		
Total Weight:		44848 00		
P O : 432063-NE				
ARRIVE: 01/27/03 0200				
FOB: PPD				
LOADED BY <u>Kathy</u>	DATE <u>1-24-03</u>	PALLETS IN _____	OUT <u>20</u>	

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

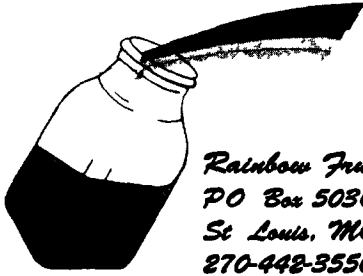
RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order, except as noted (contents and condition of contents of pack unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the tract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if the motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER \_\_\_\_\_ DATE \_\_\_\_\_

CARRIER Swinford  
PER Laura Thompson  
DATE 1-24-03



*Rainbow Fruit Juice Co.*  
 PO Box 503675  
 St. Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

# INVOICE 51191

CUSTOMER NO 8012700

BILL TO FLEMING CO /LAFAYETTE  
 P O BOX 24660  
 OKLAHOMA CITY, OK 73124  
 337-837-8316

SHIP TO FLEMING COMPANIES, INC  
 113 KOL DRIVE  
 PERISHABLE RECEIVING  
 BROUSSARD, LA 70518  
 337-837-8316

DATE	SHIP TO	TERMS					
03/21/03	SWINFORD	PPD	2%/10 N/30				
998635	03/21/03	PROGRESSIVE BROKERAGE	51191				
CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
3080 20	22 2408 SHIPPED	10 RB 24-8 4 FLAV VRTY PK PALLETS	2 4000 0 0000	7392 00	0 00	0 00	7392 00 0 00

*Thank You*

7392 00	0 00	0 00	7392 00
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DUPLICATE FILE COPY



2W0

51191

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 115041

SWINFORD DR#1  
NAME OF CARRIER

Mar. 21, 2003  
DATE

TO FLEMING COMPANIES, INC  
113 KOL DRIVE  
PERISHABLE RECEIVING  
BROUSSARD, LA 70518  
337-837-8316

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086  
MAR211407

DESTINATION CALL 72 HRS IN ADVANCE

MAR211445

DELIVERY ADDRESS

ROUTE OTR

TR# 5487  
SEAL NUMBER 30341

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
3080 20	RB 24-8 4 FLAV VRTY PK PALLETS  Total Weight: P O 998635 ARRIVE: 03/24/03 0400  FOB: PPD	44660 00 1000.00 ----- 45660 00		AD669
LOADED BY <i>[Signature]</i>	DATE 3/21/03	PALLETS IN _____	OUT 20	

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order, except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or rail water shipment, or (2) in the applicable motor carrier classification or tariff if it is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CARRIER *[Signature]*  
PER *[Signature]*  
DATE 3-21-03

PER \_\_\_\_\_ DATE \_\_\_\_\_



*Rainbow Fruit Juice Co.*  
 PO Box 503675  
 St Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

# INVOICE 51094

CUSTOMER NO 8012700

BILL TO FLEMING CO /LAFAYETTE  
 P O BOX 24660  
 OKLAHOMA CITY, OK 73124  
 337 837-8316

SHIP TO FLEMING COMPANIES, INC  
 113 KOL DRIVE  
 PERISHABLE RECEIVING  
 BROUSSARD, LA 70518  
 337-837-8316

03/07/03 SWINFORD PPD 2%/10 N/30

998539 03/07/03 PROGRESSIVE BROKERAGE 51094

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
3080 20	22 240810	RB 24-8 4 FLAV VRTY PK SHIPPED - PALLETS	2 4000 0 0000	7392 00	0 00	0 00	7392 00 0 00

*Thank You*

7392 00	0 00	0 00	7392 00
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DUPLICATE FILE COPY

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 114968

SWINFORD  
NAME OF CARRIER

Mar 06, 2003  
DATE

TO FLEMING COMPANIES, INC  
113 KOL DRIVE  
PERISHABLE RECEIVING  
BROUSSARD, LA 70518  
337-837-8316

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086  
MAR 6 16 2003

DESTINATION CALL 72 HRS IN ADVANCE

DELIVERY ADDRESS

MAR 6 16 44

ROUTE <sup>OTR</sup>

TR# 5373  
SEAL NUMBER TMRFD 30042

NO SHIPPING UNITS	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
3080 20	RB 24-8 4 FLAV VRTY PK PALLETS  Total Weight: P O : 998539 ARRIVE: 03/10/03 0500  FOB: PPD  <i>albert</i>	44660 00 1000.00 ----- 45660 00		A+P 0644
LOADED BY	<i>albert</i>	DATE 3-6-03	PALLETS IN	OUT 20

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

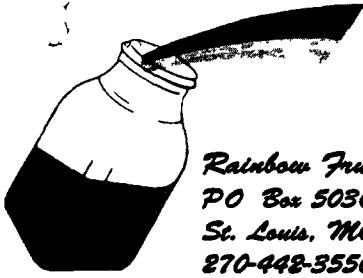
RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CARRIER *Swinford*  
PER *C. Mathis*  
DATE 3-6-03

PER \_\_\_\_\_ DATE \_\_\_\_\_



*Rainbow Fruit Juice Co*  
 PO Box 503675  
 St. Louis, MO 63150-3675  
 870-448-3550  
 870-448-3775 (Fax)

# INVOICE 50776

CUSTOMER NO 8012700

BILL TO FLEMING CO /LAFAYETTE  
 P O BOX 24660  
 OKLAHOMA CITY, OK 73124  
 337-837-8316

SHIP TO FLEMING COMPANIES, INC  
 113 KOL DRIVE  
 PERISHABLE RECEIVING  
 BROUSSARD, LA 70518  
 337-837-8316

DATE	SHIP VIA	TERMS
02/26/03	SWINFORD	PPD
		28/10 N/30

998258 02/26/03 PROGRESSIVE BROKERAGE 50776

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
2926	22 240810	RB 24-8 4 FLAV VRTY PK	2 4000	7022 40	0 00	0 00	7022 40
19	SHIPPED	- PALLETS	0 0000				0 00

*Thank You*

7022 40	0 00	0 00	7022.40
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DUPLICATE FILE COPY

2W0

50776

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 114884

SWINFORD

Feb 26, 2003

NAME OF CARRIER

DATE

TO FLEMING COMPANIES, INC  
113 KOL DRIVE  
PERISHABLE RECEIVING  
BROUSSARD, LA 70518  
337-837-8316

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086  
FEB 26 11:34

DESTINATION CALL 72 HRS IN ADVANCE

DELIVERY ADDRESS

FEB 26 11:03

ROUTE OTR

TR# 5344  
SEAL NUMBER 30258

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
2926 <del>3080</del> 1920	RB 24-8 4 FLAV VRTY PK PALLETS  Total Weight: P O : 998258 ARRIVE 02/27/03 0500  Cut Per Heather FOB: PPD  LOADED BY <i>[Signature]</i>	42427 00 <del>44560 00</del> <del>1000 00</del> --- 350 00 <del>45660 00</del> 43377 00		AC504 PO#154
		PALLETS IN _____		OUT 20

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above, in apparent good order, except as noted (contents and condition of contents of pack unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the tract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Don Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if it motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PER \_\_\_\_\_ DATE \_\_\_\_\_

CARRIER Swinford  
PER [Signature]  
DATE 2-26-03



**Rainbow Fruit Juice Co**  
 PO Box 503675  
 St Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

# INVOICE 50767

CUSTOMER NO 8012700

**BILL TO** FLEMING CO /LAFAYETTE  
 P O BOX 24660  
 OKLAHOMA CITY, OK 73124  
 337 837-8316

**SHIP TO** FLEMING COMPANIES, INC  
 113 KOL DRIVE  
 PERISHABLE RECEIVING  
 BROUSSARD, LA 70518  
 337-837-8316

02/26/03 DELIVERY EXPRESS 02/26/03 28/10 N/30

108257 02/26/03 PROGRESSIVE BROKERAGE 50767

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
154	10 480808	RB 48-8 F PUNCH	4 4600	686 84	0 00	0 00	686 84
308	10 480801	RB 48-8 B RASPBERRY	4 4600	1373 68	0 00	0 00	1373 68
308	10 480806	RB 48 8 ORANGE	4 4600	1373 68	0 00	0 00	1373 68
308	21 480810	RB 48 8 4 FLV VRTY PK	4 5600	1404 48	0 00	0 00	1404 48
63	11 241606	RB 24 16 S C ORANGE	5 0600	318 78	0 00	0 00	318 78
63	11 241607	RB 24-16 S C GRAPE	5 0600	318 78	0 00	0 00	318 78
126	11 241608	RB 24-16 S C F PUN	5 0600	637 56	0 00	0 00	637 56
126	11 241601	RB 24-16 S C B RASP	5 0600	637 56	0 00	0 00	637 56
63	11 241604	RB 24-16 S C STRAWBERRY	5 0600	318 78	0 00	0 00	318 78
21	SHIPPED	PALETS	0 0000				0 00

*Thank You*

7070 14	0 00	0 00	7070.14
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DUPLICATE FILE COPY

2W0

50767

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 114883

DELIVERY EXPRESS

Feb 26, 2003

NAME OF CARRIER

DATE

TO FLEMING COMPANIES, INC  
113 KOL DRIVE  
PERISHABLE RECEIVING  
BROUSSARD, LA 70518  
337-837-8316

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086  
FEB 26 03 15

DESTINATION CALL 72 HRS IN ADVANCE

FEB 26 12 23

DELIVERY ADDRESS

ROUTE <sup>OTR</sup>

TR#006  
SEAL NUMBER 30162

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
154	RB 48-8 F PUNCH	4466 00		00514
308	RB 48-8 B RASPBERRY	8932.00		00514
308	RB 48-8 ORANGE	8932 00		00534
308	RB 48-8 4 FLV VRTY PK	8932 00		00534
63	RB 24-16 S C ORANGE	1827 00		00134
63	RB 24-16 S.C GRAPE	1827 00		00364
126	RB 24-16 S.C F PUN	3654 00		00444
126	RB 24-16 S C B RASP	3654 00		00504
6354 21	RB 24-16 S C STRAWBERRY PALLETS	1827 00 <del>1566 00</del> 1050 00		00504
Total Weight: P O : 998257 ARRIVE: 02/27/03 0500		<del>44840.00</del> 45,101 00		
FOB: PPD				
LOADED BY <i>[Signature]</i>	DATE 2/26/03		PALLETS IN _____	OUT 21

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order except as noted (contents and condition of contents of pack unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the tract) agrees to carry to its usual place of delivery at said destination. If on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Don Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff for motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this ship and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

PER \_\_\_\_\_ DATE \_\_\_\_\_

CARRIER *DEL EXP*  
PER *[Signature]*  
DATE 2 26 03



*Rainbow Fruit Juice Co*  
 PO Box 503675  
 St Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

# INVOICE 51126

CUSTOMER NO 23467600

**BILL TO** FLEMING-LACROSSE DIVISION  
 POST OFFICE BOX 26680  
 OKLAHOMA CITY, OK 73126  
 405-858-6979

**SHIP TO** FLEMING-LACROSSE DIVISION  
 1637 ST JAMES STREET  
 PERISHABLE DEPT  
 LACROSSE, WI 54601  
 608-779-3543

03/27/03 PTL PPD 2%/10 N/30

701665 03/27/03 B L V MARKETING, INC 51126

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
77	10 480808	RB 48-8 F PUNCH	4.5500	350 35	0 00	0 00	350 35
154	10 480805	RB 48-8 L LIME	4 5500	700 70	0 00	0 00	700 70
154	10 480801	RB 48-8 B RASPBERRY	4 5500	700 70	0 00	0 00	700 70
63	11 241606	RB 24-16 S C ORANGE	5 1600	325 08	0 00	0 00	325 08
63	11 241607	RB 24-16 S C GRAPE	5 1600	325 08	0 00	0 00	325 08
63	11 241601	RB 24-16 S C B RASP	5 1600	325 08	0 00	0 00	325 08
154	10 480806	RB 48-8 ORANGE	4 5500	700 70	0 00	0 00	700 70
10	SHIPPED - PALLETS		0 0000				0 00

*Thank You*

3427 69	0 00	0 00	3427 69
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DUPLICATE FILE COPY



STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 115062

PTL  
NAME OF CARRIER

Mar 27, 2003  
DATE

TO FLEMING-LACROSSE DIVISION  
1637 ST JAMES STREET  
PERISHABLE DEPT  
LACROSSE, WI 54601  
608-779-3543

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH, KY 42086

DESTINATION

*Done*  
MAR 27 07:32

DELIVERY ADDRESS

ROUTE <sup>OTR</sup>

TR# 13-600  
SEAL NUMBER 30513

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
77	RB 48-8 F PUNCH	2233 00		A0834
154	RB 48-8 L LIME	4466 00		P079A
154	RB 48-8 B RASPBERRY	4466 00		A085A
63	RB 24-16 S C ORANGE	1827 00		P062A
63	RB 24-16 S C GRAPE	1827 00		P071A
63	RB 24-16 S C B RASP	1827 00		P078A
154	RB 48-8 ORANGE	4466 00		A077A
10	PALLETS	500 00		
Total Weight:		21612 00		
P O : 701665				
ARRIVE: 03/28/03 0900				
FOB: PPD				
LOADED BY <i>[Signature]</i>	DATE 3/27/03	PALLETS IN	OUT 10	

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order, except as noted (contents and condition of contents of packs unknown) marked consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CARRIER P.T.L.

PER Cory Wumberly

DATE 3/27/03

PER \_\_\_\_\_ DATE \_\_\_\_\_



*Rainbow Fruit Juice Co*  
 PO Box 503675  
 St. Louis, MO 63150-3675  
 270-442-3550  
 270-442-3775 (Fax)

# INVOICE 51171

CUSTOMER NO 23465700

**BILL TO** FLEMING/GOODLETTSVILLE  
 POST OFFICE BOX 24830  
 OKLAHOMA CITY, OK 732144830  
 615-859-4171

**SHIP TO** FLEMING/GOODLETTSVILLE  
 500 SOUTH CARTWRIGHT  
 GOODLETTSVILLE, TN 37070  
 615-859-8287

03/27/03 SWINFORD PPD 2%/10 N/30

997678 03/27/03 REESE BROKERAGE 51171

CASES SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RETAIL AMOUNT	PICK-UP ALLOW	ALLOWANCE	NET AMOUNT
77	10 480808	RB 48-8 F PUNCH	4.1000	315.70	0 00	0.00	315.70
77	10 480807	RB 48-8 GRAPE	4.1000	315.70	0 00	0.00	315.70
77	10 480805	RB 48-8 L. LIME	4.1000	315.70	0 00	0.00	315.70
77	10 480804	RB 48-8 STRAWBERRY	4.1000	315.70	0 00	0.00	315.70
77	10 480802	RB 48-8 LEMONADE	4.1000	315.70	0 00	0.00	315.70
154	10 480806	RB 48-8 ORANGE	4.1000	631.40	0 00	0.00	631.40
189	11 241608	RB 24-16 S C. F PUN	4.7100	890.19	0 00	0.00	890.19
126	11 241607	RB 24-16 S C GRAPE	4.7100	593.46	0.00	0.00	593.46
63	11 241604	RB 24-16 S C STRAWBERRY	4.7100	296.73	0.00	0.00	296.73
315	11 241601	RB 24-16 S.C. B.RASP.	4.7100	1483.65	0 00	0.00	1483.65
126	11 241606	RB 24-16 S C ORANGE	4.7100	593.46	0 00	0.00	593.46
20	SHIPPED -	PALLETS	0.0000				0.00

*Thank You*

6067.39	0.00	0.00	
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DUPLICATE FILE COPY

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

SHIPPER NO 115065

SWINFORD DR#5  
NAME OF CARRIER

Mar 27, 2003  
DATE

TO FLEMING/GOODLETTSVILLE  
500 SOUTH CARTWRIGHT  
  
GOODLETTSVILLE, TN 37070  
615-859-8287

FROM TYLER MOUNTAIN WATER CO  
RAINBOW FRUIT DRINK DIVISION  
7845 CARNEAL RD  
WEST PADUCAH KY 42086  
MAR 27 10:00

DESTINATION

DELIVERY ADDRESS

ROUTE OTR

TR#5457  
SEAL NUMBER 30540

MAR 27 17:01

NO SHIPPING UNITS	KIND OF PACKAGING DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	LOT NUMBER
				A0839
				P0844
77	RB 48-8 F PUNCH	2233 00		A0654
77	RB 48-8 GRAPE	2233 00		P0834
77	RB 48-8 L LIME	2233 00		P0864
77	RB 48-8 STRAWBERRY	2233 00		A0774
77	RB 48-8 LEMONADE	2233 00		
154	RB 48-8 ORANGE	4466 00		A0284
189	RB 24-16 S C F PUN	5481 00		P0714
126	RB 24-16 S C GRAPE	3654 00		A0144
63	RB 24-16 S C STRAWBERRY	1827 00		A0774
315	RB 24-16 S C B RASP	9135 00		P0624
126	RB 24-16 S C ORANGE	3654 00		
20	PALLETS	1000 00		
Total Weight		40382 00		
P O : 997678				
ARRIVE 03/28/03 0500-0900				
FOB: PPD				
LOADED BY <i>[Signature]</i>	DATE 3/27/03	PALLETS IN _____	OUT 20	

PREPAID \_\_\_\_\_ PREPAID & ADD \_\_\_\_\_ CPU \_\_\_\_\_ COLLECT \_\_\_\_\_ OTHER \_\_\_\_\_

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order, except as noted (contents and condition of contents of package unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classification in effect on the date hereof if this is a rail or rail water shipment or (2) in the applicable motor carrier classification on or after the date of motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

PER \_\_\_\_\_ DATE \_\_\_\_\_

CARRIER *Swinford*  
PER *C Mathis*  
DATE 3-27-03

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re ) Chapter 11  
)  
Fleming Companies, Inc et al<sup>1</sup> ) 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,<sup>2</sup>
- (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

<sup>1</sup> 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.

<sup>2</sup> 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).