

United States Bankruptcy Court District Of DELAWARE		PROOF OF CLAIM **CONTINGENT**									
In re RAINBOW FOOD GROUP		Case Number	03-10967								
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request of payment of an administrative expense may be filed pursuant to 11 U S C § 503											
Name of Creditor (There person or entity to whom the debtor owes money or property) Discover Financial Services Inc Name and Address Where Notices Should be Sent Discover Financial Services Inc ATTN Lisa Myers PO Box 3012 New Albany OH 43054 Telephone No (800) 347 7560		<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 the address differs from the address on the envelope sent to you by the court									
ACCOUNT or OTHER NUMBER by which creditor identified debtor 6011 0175 3763 026		Check here if this claim <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends									
1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal Injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe Briefly) <i>Chargebacks/Fees</i>		<input type="checkbox"/> Retiree benefits as defined in 11 U S C § 1114 (a) <input type="checkbox"/> Wages salaries and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ (date) (date)									
2 DATE DEBT WAS INCURRED 01/25/03 thru 03/31/03		3 IF COURT JUDGMENT DATE OBTAINED									
4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured It is possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM											
<input type="checkbox"/> SECURED CLAIM Attach evidence of perfection of security interest Brief Description on Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges included in secured claim above in any _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM <u>\$ 32,951 04</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim		<input type="checkbox"/> UNSECURED PRIORITY CLAIM Specify the priority of the claim <input type="checkbox"/> Wages salaries or commissions (up to \$2 000) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier- 11 U S C § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan U S C § 507(a)(4) <input type="checkbox"/> Up to \$2100 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units 11 U S C § 507(a)(7) <input type="checkbox"/> Other 11 U S C §§ 507(a)(2) (a)(5) (Describe briefly)									
5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">\$ 32 951 04 (Unsecured)</td> <td style="width: 33%; text-align: center;">\$ - (Secured)</td> <td style="width: 33%; text-align: center;">\$ - (Priority)</td> <td style="width: 33%; text-align: center;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">32,951 04*</div> </td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">Amount*</td> </tr> </table> Plus an unliquidated and/or contingent amount (see attached) <input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim Attach itemized statement of all additional charges				\$ 32 951 04 (Unsecured)	\$ - (Secured)	\$ - (Priority)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">32,951 04*</div>				Amount*
\$ 32 951 04 (Unsecured)	\$ - (Secured)	\$ - (Priority)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">32,951 04*</div>								
			Amount*								
6 CREDITS AND SETOFFS Not applicable		THIS SPACE FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-size: 1.2em; font-weight: bold; margin: 10px 0;">SEP 08 2003</div> <div style="font-size: 2.5em; font-weight: bold; margin: 10px 0;">BMC</div> <div style="font-size: 0.8em; margin-top: 20px;"> Fleming Companies Claim  08962 </div>									
7 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interest If the documents are not available explain If the documents are voluminous attach a summary											
8 TIME STAMPED COPY To receive an acknowledgement of the filing of your claim enclose a stamped self addressed envelope and copy of the proof of claim											
Date August 29, 2003	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) Lisa Myers - Associate <i>Lisa Myers</i>										

PROOF OF CLAIM FORM, ATTACHMENT 1

UNITED STATES BANKRUPTCY COURT

DISTRICT OF DELAWARE

Merchant's Legal Name	RAINBOW FOOD GROUP
Case Number	03-10967
Merchant Account Number(s)	6011 0175 3763 026

Response to Question 1 The consideration for this debt is, and the grounds for liability on the claim arise out of the services and financial accommodations provided by Discover Financial Services, Inc (DFSI), f/k/a NOVUS Services Inc, ("NOVUS Services") or its predecessor, Discover Card Services, Inc ("DCSI"), in connection with Debtor's acceptance of Cards in payment for goods and services in accordance with the pursuant to a Merchant Services Agreement ('Agreement') between the Debtor and DFSI in its own capacity or as successor to DCSI

Response to Question 2 The debt was incurred throughout the term of the Agreement between the Debtor and DFSI See the attached list for the dates that the Card sales were charged back to the Debtor pursuant to the Agreement, the terms of which provide that DFSI will be reimbursed for charged back card sales

Response to Question 4 This claim may be a priority claim to the extent that it is a claim for the return of the deposits made by individual Cardmembers prior to the commencement of the case, in connection with the purchase, lease or rental of property, or the purchase of services for the personal, family or household use of such individuals, which were not delivered or provided by the Debtor not exceeding \$2100 00 per cardmember

Note This is in addition to any claims relating to charges made on or after the commencement date of the case -- which constitute administrative priority claims

Response to Question 5 The Agreement provides that the Debtor is obligated to reimburse DFSI for amounts with respect to Card sales which were paid to Debtor by DFSI where such Card sales are later charged back to DFSI by the Cardmembers This amount may aggregate the amount set forth on the attached claim or more but cannot be ascertained with certainty at this time

DFSI may also have a claim for attorneys' fees and costs incurred in collecting the amounts due and owing it in connection with the above-described indebtedness, which amount cannot be reasonably calculated or estimated at this time DFSI does not waive its rights to any or all attorneys' fees, costs and expenses by not stating a specific amount at this time

All of the foregoing constitutes an unliquidated and/or contingent portion of this claim DFSI against the Debtor which cannot be estimated with certainty at this time

This Proof of Claim does not include the claims, if any, of DFSI with respect to services or financial accommodations provided to Debtor under the Agreement after the filing of the petition initiating this case DFSI reserves all of its rights with respect to such claims

Response to Question 6 This claim is not subject to any set-off or counterclaim However, DFSI has rights of recoupment and set-off with respect to all amounts which now or hereafter may be owing DFSI to Debtor under the Agreement

Response to Question 7 Attached are the following documents, (a) Agreement between DFSI and Debtor, and (b) a list of the obligation owed by Debtor to DFSI as of the date of this claim, including chargebacks, merchant fees, terminal fees, and other fees, as authorized by the Agreement

DISPOSTN CODE A5

CLASS IS A FRANCHISE FROM THE FRANCHISE LIST

CHG DTE 12/23/94 USERID HBROWN4

0227

MERCHANT NAME GATEWAY FOODS INC

ADDR 8000 EXCELSIOR BLVD

PRIME CNTCT

CORP NAME GATEWAY FOODS INC

ADDR1 1515 EXCELSIOR AVE F

ADDR2

PH (612)931-1100

FAX NF

HOPKINS

MN 55343

PSTN

PARENT FLEMING COMPANIES

HOPKINS

MN 55343

PH (612)931-1100 FED TAX ID 39-0299330

PRINCIPAL SIDNEY APPLEBAUM

ADDR

TITLE PRESIDENT

PH

SSN

MERCHANT TYPE HDQTR

MAIL ORDER? NO

YRS AT RESIDENCE 00

BUSINESS TYPE CORP

HIGH RISK? NO

YRS IN BUSINESS 11

CATGY 5411 - GROCERY STORES AND SUPERMARKET

YRS AT LOCATION 00

F1-HELP F2-DECISION F5-REFERENCE F6-ADD'L F9-D&B F10-EXP F11-DUP F24-RETURN
QUERY FUNCTION COMPLETE

MERCHANT NAME GATEWAY FOODS INC

PROFILE CONTROL NUMBER R79311222133518

ANNUAL SALES BANKCARD 99000000 AMEX 00000000 OTHER 00000000 AVG TICKET 040
BANKCARD PROCESSOR # DRAFT CAPTURE

WEB SITE ADDR

DATE TRANSMITTED 1994-12-22

SEP BUSINESS ENTRY YES EXTERIOR SIGNS NO CASH REGISTER YES TELEMARKETING YES
MERCH ON DISPLAY YES OPERABLE PHONE YES STOCKROOM YES RESIDENCE NOCONTRACT NUMBER PROFILE TERMINAL
33722
CONTRACT DATE 1993-01-01
CONTRACT GIVEN TO SIDNEY APPLEBAUMACQUISITION REP # DIST
REP NAME

NUMBER OF OUTLETS 037

F2-DECISION F4-PRIMARY F5-REFERENCE F24-NEXT FUNCTION
QUERY FUNCTION COMPLETE

MERCHANT NAME GATEWAY FOODS INC

CREDIT BANK NAME

PH

DEBIT BANK NAME

PH

BUS REFERENCE 1 COMPANY GOURMET FOODS
CONTACT ACCTS RECEIVABLE
BUS REFERENCE 2 COMPANY KEMPS/CLOVERLEAF
CONTACT ACCTS RECEIVABLE

PH (612)646-2981

PH (612)331-6691

PREVIOUS BUSINESS INFORMATION

BUSINESS NAME

ADDR

PROFILE COMMENTS SEND SET UP REQUEST TO SHERI DONOVAN
FLEMING - CENTRAL

SPECIAL HANDLING COMMENTS

F2-DECISION

F4-PRIMARY

F6-ADDITIONAL

F24-NEXT FUNCTION

QUERY FUNCTION COMPLETE

Merchant Name _____

MasterCard Processing Rate ▶ _____ %

Visa Processing Rate ▶ _____ %

American Express Processing Rate ▶ _____ CENTS

**To Inquire About Your Discover Card Merchant Account
Call 1-800 347-2000**

Merchant Floor Limit ▶ \$ _____

Merchant Fee ▶ _____ %

One Time Fee(s) ▶ \$ _____

Monthly Service Fee(s) ▶ \$ _____

Per Transaction Fee for Discover Card Sales ▶ _____ CENTS

THIS AGREEMENT GOVERNS THE ACCEPTANCE OF THE DISCOVER CARD BY THE MERCHANT SPECIFIED ABOVE. THE ACCEPTANCE OF THE DISCOVER CARD AND THE SUBMISSION OF SALES DATA BY YOU WILL INDICATE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. This Agreement supersedes any other agreements concerning the Discover Card. Please read it carefully. You must follow all of its terms.

In this Agreement the words "you" and "your" mean the merchant specified above. The words "we" and "us" refer to Discover Card Services Inc. Card means a valid Discover Card. Cardmember means a person to whom we have issued a Card and/or any authorized user of a Card and Sales Data means evidence of Card transactions whether in paper, magnetic or electronic form that is received by us in the form and format that we specify. Unless the context clearly indicates otherwise, words used in the singular include the plural and words used in the plural include the singular.

1 Acceptance of Cards You agree to accept the Card at all of your locations in payment for consumer goods and services from all Cardmembers who want to use the Card at your establishment. You agree to follow the procedures in this Agreement and in our Operating Guide concerning your acceptance of the Card and the preparation of sales slips. You agree that you will not impose any surcharge, levy or fee of any kind for any transaction where a Cardmember desires to use the Card for any purchase of goods or services. You must include all goods and services purchased at one time and at one sales register on one sales slip. Each sales slip must be imprinted to obtain a clear imprint of the Card (except that in the case of Sales Data which you electronically produce — i.e. by electronically reading or scanning the Card — and which is identified as being electronically produced, you do not need to obtain an imprint of the Card). The Cardmember must sign the sales slip in your presence, and the signature must be the same as the signature on the Card. If you have asked us to issue you a test Card or test account in order to test Card acceptance at your locations, you are liable for any improper or fraudulent use of such Card or account by any of your employees. You agree to use reasonable efforts to safeguard such Card or account in a secure place. You may not accept the Card in exchange for advancing cash to a Cardmember, unless you have executed a separate agreement with us, but you may accept Discover Card checks which we may make available to Cardmembers and which you should treat like any other check. Your owners, officers or employees may not receive cash advances or purchase any goods or services from you using their personal Discover Cards except for bona fide purchases in the ordinary course of business. You agree that you will not require that any Cardmember must make a minimum dollar purchase in order to use the Card, and you will not limit the maximum amount that a Cardmember may spend when using the Card. You further agree that you will not institute or adopt any practice that discriminates or provides unequal treatment for users of the Card versus any other credit or charge card.

Unless you have received our prior written approval, you may not submit Card sales under an installment plan or other multi-payment plan. If we do provide written approval for you to submit an installment payment sale, it is with your understanding and agreement that whether or not you will receive all future installments is completely at your risk. You must receive a current authorization for each installment prior to submitting it. If we or you have terminated this Agreement, you may not submit installments that are due after the date of termination. The Cardmember ceases to be a Cardmember due to his, her or our termination of the relationship; you may not submit any further installments and you must find an alternate method of collecting payment from the Cardmember. If we authorize one installment, that is it. A guaranty that any future installment will be authorized or paid. If at any time a Cardmember disputes any installments or the goods or services you agreed to provide, we may, in our discretion, charge back that installment and any prior installments you have submitted.

2 Operating Guide Our Operating Guide is incorporated into this Agreement as Exhibit A. The Operating Guide is a part of this Agreement and contains procedures which must follow in connection with the Card. We may change the Operating Guide from time to time by sending you written notice 30 days in advance. However, certain changes may be effective immediately for security reasons. If there is any conflict between this Agreement and the Operating Guide, the terms of this Agreement will govern.

3 Authorization For each individual Card sale at or above the floor limit specified here, you must obtain authorization from us prior to making the Card sale. As explained in Operating Guide, you can obtain authorization from us by telephone or by electronic mail. We will provide you with an authorization code which must be written on the sales slip.

If at the commencement of this Agreement you regularly receive authorizations by means other than with an electronic authorization terminal, your floor limit will be the amount specified above. However, notwithstanding the above floor limit, if at any time during the term of this Agreement, you begin to utilize one or more electronic authorization terminals to receive authorizations for Card sales, your floor limit will automatically be reduced to \$0, meaning all sales must be authorized. If this happens, we will discontinue sending you the Warning Bulletin if you previously received it. If you accept the Card for a sale at or above the floor limit without receiving our prior authorization, we are not required to pay you for the sale, and have already paid you, we can process a Chargeback as described in section 10 on the reverse side of this Agreement. Even if we give you authorization for a Card sale, it is not a guaranty of payment as the Card sale may be charged back to you for the reasons set forth in the Agreement and in the Operating Guide. We may charge you a floor limit from time to time by sending you written notice. At our option, we may periodically supply you with paper Warning Bulletins. If a Discover Card is listed in the Warning Bulletin, you are not authorized to complete the transaction with that card.

Occasionally, we may ask you to request certain information from a Discover Cardmember for verification purposes. Also, we may request that you take the Discover Card customer. If we do, you agree to follow the instructions given by our authorization. You agree that you will not use any force or effort if the customer refuses to give up the Discover Card, and that you will not take any action which will alarm or embarrass the member. You agree to advise all of your employees of these terms. We will pay you a fee amount specified in the Operating Guide for each Discover Card that you pick up at our request.

Telephone and Mail Order Sales You may accept the Card for a telephone or mail order sale provided that each such Card sale is authorized that you prepare a sales slip as

required by this Agreement and by the Operating Guide, and that you write the words "telephone order" or "mail order" as applicable on the sales slip in lieu of the Cardmember's signature. If telephone and mail order sales are or become a substantial portion of your total charge card sales volume (meaning in excess of 50%), you agree to inform us of this and to execute and abide by any supplemental or replacement agreements we may provide to you regarding telephone and mail order sales. If the Cardmember asserts that he or she has not authorized a mail or telephone order Card sale, such Card sale will be subject to Chargeback pursuant to section 10 on the reverse side of this Agreement.

5 Cardmember Refunds and Credits You may establish your own policy concerning refunds, and you agree to advise Cardmembers in advance of any card sale of this policy. If you have done so, we agree to honor your return policy as long as it complies with all federal state and local laws. If a Cardmember returns goods or services purchased with the Card at your establishment in accordance with your policy, you agree to give a credit to the Cardmember's Card account by completing a credit slip as required in the Operating Guide. You agree that if a Cardmember receives merchandise or services that are defective or not as agreed upon at the time of sale, you must give the Cardmember a credit, if requested by the Cardmember. You agree to send us Sales Data for each credit within 7 calendar days after you issue it.

6 Settlement of Transactions If you transmit Sales Data by electronic means, you agree to transmit your Sales Data each business day to the location that we specify. If you send Sales Data by mail or other non-electronic means, you agree to send your Sales Data at least once each week to the location that we specify. If you fail to send Sales Data to us in a timely manner or to the location that we specify, we will not be required to reimburse you for such Card transactions. You agree to follow the instructions in this Agreement and in the Operating Guide regarding summary information that must be sent with the Sales Data. We will reimburse you for the amount of each Card sale that you submit to us which results from a purchase made at your establishment with the Card, minus any Chargebacks, the amounts of any credits to Cardmembers that you submit to us, and the merchant fee, if applicable, and plus or minus adjustments that we make to reconcile or correct errors in your Sales Data. We call this procedure Settlement.

For Sales Data transmitted to us in electronic form or delivered to us in magnetic tape form and received by us at or before 10:00 A.M. local time on a business day, we will use our best efforts to initiate Settlement by the following business day. For Sales Data transmitted to us in electronic form or delivered to us in magnetic tape form and received by us after 10:00 A.M. local time on a business day, we will use our best efforts to initiate Settlement by the second business day following receipt of the Sales Data. For Sales Data mailed to us in paper form, we will use our best efforts to initiate settlement by the second business day following receipt of the Sales Data.

Depending upon the Settlement option that you select, we will either send you a check for Settlement or send the funds electronically to an account that you designate at a financial institution (called the "Settlement Account"). If you choose electronic Settlement, you authorize us to credit and debit the Settlement Account as specified in this Agreement and in accordance with the rules and procedures of the applicable clearinghouse association and settlement institution(s). This authority will remain in effect until 5 business days after we receive written notice of your cancellation of such authorization. We are not liable for any delays in the receipt of funds or errors in debit and credit entries caused by third parties, including but not limited to a clearinghouse, your financial institution or your agents. If there are insufficient funds in your Settlement Account to pay us the amounts that you owe us, you agree to immediately send us such amounts upon demand, or at our option we may offset such amounts owed to us from money that we may subsequently owe you.

You are responsible for reviewing all Settlement amounts you receive to confirm that the payment you received correctly matches your Sales Data submissions. If you believe you have received an overpayment, you must notify us immediately so that we may pay you any additional amounts owed. If you fail to notify us within 90 days of the date funds have been settled, and we are unable to recover any mis-posted funds that should have been paid to you, we will not be required to pay you the amount of any such funds. If you have received an overpayment or a payment is mistakenly sent to you, you agree to immediately notify us and remit the overpayment to us. You may not spend any overpayment, and if an overpayment is in the Settlement Account, you may not withdraw it. You agree that we may debit the Settlement Account for the amount of the overpayment.

Except for Cardmember deposits for purchases, you agree not to send us Sales Data for goods or services ordered by a Cardmember until the goods or services have been delivered or furnished to the Cardmember.

7 Merchant Fee and Other Fees In consideration for your participation in the Card program, you agree to pay us a merchant fee. If you are a Discover Card only merchant, in an amount equal to the percent specified above of the gross amount of your Card sales, or if applicable to you, the per transaction cost multiplied by the number of your transactions, less the sum of the amount of any credits to Cardmembers that you submit to us, plus any Card Sales we have charged back to you, and plus any adjustments that we make to reconcile or correct errors in the Sales Data. If you are a merchant that submits Visa and MasterCard transactions to us for processing in addition to Discover Card transactions, you agree to pay us a Discover Card merchant fee based solely upon the gross amount of your Card sales or Card transactions, as applicable. We will calculate and collect the amount of the merchant fee on a daily or monthly basis, depending on your method of settlement. If you are a monthly merchant fee merchant, upon 30 days prior written notice, we may convert you to a daily merchant fee merchant. In our sole judgment, we believe your financial condition warrants it, or if you have previously failed to satisfy any obligation to us in a timely manner, as provided herein. If you are a merchant that also submits Visa and MasterCard transactions to us for processing in addition to Discover Card sales, we will calculate and collect the amount of your merchant fee to us only on a monthly basis. To collect the merchant fee, we will debit your Settlement Account, or we will offset the total merchant fee for a calculation period from the Settlement amount we would otherwise pay you on the day we calculate the fee, or you will pay us any amounts that are owed to us on demand.

In addition to the above referenced Discover Card merchant fee, you further agree to pay us on demand or pursuant to a debit to your Settlement Account for any application charges.



In this Agreement, the words "you" and "your" mean the merchant that has received and agreed to the terms of this Agreement as specified below, the words "we", "our" and "us" refer to Discover Card Services, Inc., "Card" means a valid credit, charge or other card bearing a Discover Card or NOVUS logo, service mark or trademark identified in the Operating Regulations or as otherwise approved in writing by us, "Cardmember" means a person to whom a Card has been issued and/or any authorized user of a Card, and "Sales Data" means evidence of Card transactions, whether in paper, magnetic or electronic form, that is received by us in the form and format that we specify. Unless the context clearly indicates otherwise, words used in the singular include the plural, and words used in the plural include the singular.

THIS AGREEMENT GOVERNS THE ACCEPTANCE OF CARDS BY THE MERCHANT. THE ACCEPTANCE OF ANY CARD AND THE SUBMISSION OF SALES DATA BY YOU WILL INDICATE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. This Agreement supersedes any other agreements concerning the Cards. Please read it carefully. You must follow all of its terms.

1 Acceptance of Cards. You agree to accept Cards at all of your locations in payment for purchases of goods and services from all Cardmembers who want to use Cards at your establishment. You agree to follow the procedures in this Agreement and in our Operating Regulations concerning your acceptance of Cards and the preparation of sales slips. Please refer to your Operating Regulations for specific details regarding how you may accept Card sales.

2 Operating Regulations. Our Operating Regulations are incorporated into this Agreement as Exhibit A. The Operating Regulations are an integral part of this Agreement and contain procedures which you must follow in connection with acceptance of a Card. We may change the Operating Regulations from time to time by sending you written notice 30 days in advance. However, certain changes may become effective immediately for security reasons. If there is any conflict between this Agreement and the Operating Regulations, the terms of this Agreement will govern.

3 Authorization. For each individual Card sale, you must obtain authorization from us prior to making the Card sale. Please refer to the Operating Regulations for specific information on obtaining authorization.

4 Telephone and Mail Order Sales. You may accept a Card for a telephone or mail order sale provided that you follow the procedures in the Operating Regulations for accepting such Card sales. If telephone and mail order sales are or become a substantial portion of your total charge card sales volume (meaning in excess of 50%), you agree to inform us of this and to execute and abide by any supplemental or replacement agreements we may provide to you regarding telephone and mail order sales.

5 Cardmember Refunds and Credits. You may establish your own policy concerning refunds, and you agree to advise Cardmembers, in advance of any Card sale, of this policy. Consult the Operating Regulations regarding the procedures you must follow in order for us to honor your return policy.

6 Settlement of Transactions. As used in this Agreement, the term "Settlement" means the procedure by which we will reimburse you for the amount of each Card sale that you submit to us that results from a purchase made at your establishment with a Card, minus an amount equal to the sum of any Chargebacks, any credits to Cardmembers that you submit to us, and the Merchant Fee, if applicable, and plus minus adjustments that we make to reconcile or correct errors in your Sales Data. In order to properly effect Settlement, you must comply with each of the terms and conditions set forth in the Agreement and in the Operating Regulations. Consult your Operating Regulations for these important Settlement terms and conditions.

7 Merchant Fee and Other Fees. In consideration of your participation in the Card program, you agree to pay us a merchant fee ("Merchant Fee") as reflected in our records, which will be either a percentage of your Net Sales, as defined in the Operating Regulations, or a per transaction amount. The Operating Regulations fully explain how the Merchant Fee is calculated and paid.

8 Billing Inquiries. You agree to follow the procedure set forth in the Operating Regulations with respect to Cardmember disputes and billing inquiries from us.

9 Chargeback Rights. Under certain circumstances, we may return a Card sale to you unpaid, or we may return a previously paid Card sale to you for repayment to us. These returned charges are called "Chargebacks." You agree that you will follow all the terms of this Agreement and the Operating Regulations when making a transaction with a Card, or if a Card sale which is the subject of a billing dispute or quality dispute is subject to Chargeback as specified in this Agreement, we may refuse to pay you for the Card sale or the disputed portion of it. Refer to your Operating Regulations for complete terms and conditions with respect to Chargebacks.

10 Retention of Records. You agree to keep an original copy of each sales slip and each credit slip for no less than 210 days from the transaction date. If you deliver or transmit Sales Data to us in magnetic or electronic form, you also agree to keep microfilm or other copies of each sales slip and each credit slip for no less than 3 years from the date of the transaction. You agree to provide us with a copy of any sales slip or credit slip within 30 calendar days of our request.

11 Assignment. You may not assign or transfer this Agreement to any other party without our prior written approval. If you sell all or a substantial part of your business or materially change the nature of your business, or by any means cause or permit a new entity to own a substantial part of your business, you agree to notify us in advance, and we may offset any amounts we owe you against any outstanding obligations you have to us, or, at our option, terminate this Agreement as provided below. We may assign this Agreement and our rights and obligations under it, in whole or in part, to any company which is a direct or indirect parent, subsidiary or affiliate of ours. We will notify you of any such assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12 Changing This Agreement. We may change this Agreement at any time by giving you written notice at least 30



Merchant Services Agreement

Merchant's Legal Name		Doing Business As			
Street Address		City	State	Zip Code	
Discover Business Merchant Fee	Discover Per-Transaction Fee	Other Discover Fee	Mastercard Processing Fee	Visa Processing Fee	AMEX Processing Fee
¢/¢	cents		¢/¢	¢/¢	cents

In this Agreement the words "you" and "your" mean the merchant that has received and agreed to the terms of this Agreement; the words "we" "our" "Discover Business Services" and "us" refer to Discover Financial Services Inc. Business Day refers to Monday through Friday except when we are closed for business. "Card" means (1) a valid credit charge or other card bearing a Discover Card or NOVUS logo service mark or trademark identified by Discover Business Services Operating Regulations for merchants or as otherwise approved in writing by us or (2) the Card Account if the Cardmember is not present at a physical location. "Card Account" means the credit account represented by the unique sixteen digit account number assigned by the issuer which the Cardmember may use as permitted by the issuer. "Cardmember" means a person to whom a Card has been issued and/or are authorized user of a Card. "Operating Regulations" refers to our Operating Regulations for merchants and "Sales Data" means evidence of Card transactions whether in paper, magnetic or electronic form that is received by us in the form and format that we specify. Unless the context clearly indicates otherwise, words used in the singular include the plural and vice versa and in the plural include the singular.

THIS AGREEMENT GOVERNS YOUR ACCEPTANCE OF CARDS. YOUR ACCEPTANCE OF A CARD OR CLAIM STATUS OF SALES DATA DOCUMENTING A CARD SALE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. This Agreement supersedes any other agreements concerning Cards. Please read this Agreement carefully. You will know all of the terms set forth below.

1. Acceptance of Cards. You agree to accept Cards at all of your locations in payment for purchases of goods and services from all Cardmembers who use Cards at your establishment. You agree to follow the procedures in this Agreement and in our Operating Regulations concerning your acceptance of Cards and the processing of Card Sales. Please refer to your Operating Regulations for specific details regarding how you may accept Card sales.

2. Operating Regulations. Our Operating Regulations are incorporated into this Agreement as Exhibit A. The Operating Regulations are an integral part of this Agreement and contain procedures which you must follow in connection with your acceptance of a Card. We may change the Operating Regulations from time to time by sending you written notice 30 days in advance. However, certain changes may become effective immediately for security reasons. If there is any conflict between this Agreement and the Operating Regulations, the terms of this Agreement will govern.

3. Authorization. For each individual Card sale, you must obtain authorization from us prior to making the Card sale. Please refer to the Operating Regulations for specific information on obtaining authorization.

4. Telephone, Mail Order and Internet Card Sales. You agree to obtain our prior approval before accepting any Card sales over the Internet. Any Card sales over the Internet that do not comply with the Operating Regulations are subject to Chargeback as described in Section 9. You may accept a Card for a telephone or mail order sale provided that you follow the procedures in the Operating Regulations for accepting such Card sales. If telephone or mail order Card sales are or become a substantial portion of your total charge card sales volume (meaning in excess of 50%), you agree to inform us of this and to execute and abide by any supplemental or replacement agreements that we may provide to you regarding telephone and mail order Card sales.

5. Cardmember Refunds and Credits. You may establish your own policy concerning refunds and you agree to advise Cardmembers in advance of any Card sale of this policy. Consult the Operating Regulations for the procedures you must follow in order for us to honor your return policy.

6. Settlement of Transactions. As used in this Agreement the term "Settlement" means the procedure by which we will reimburse you for the amount of each Card sale for which you transmit Sales Data to us which represents a purchase made at your establishment with a Card minus an amount equal to the sum of any Chargebacks, any credits to Cardmembers that you submit to us and the Merchant Fee if applicable, and plus or minus adjustments that we make to reconcile for correct errors in your Sales Data. Your terminals or point of sale devices must be programmed with the Merchant number that we assign to you if you are to receive payment for Card sales. You are responsible for the programming of your terminals to accept Card sales. If a third party programs your terminal, you are responsible for such party's action and omissions in connection therewith including without limitation any payment of your Settlement amount to the incorrect party. Promptly following the completion of programming service we suggest, that you confirm the receipt in your Settlement Account of Settlement amounts for Card sales accepted by you. If you do not receive Settlement amounts for Card sales within thirty (30) days of the date of submission of Sales Data for Card sales, you must contact us immediately and ask for non-payment for each Card sale. In order to properly collect Settlement you must comply with each of the terms and conditions set forth in the Agreement and in the Operating Regulations. Consult your Operating Regulations for these rules and Settlement terms and conditions.

7. Merchant Fee and Other Fees. In consideration for your participation in the Card program, you agree to pay fees to us in the amount indicated in our records, which consist of some or all of the following: (1) a percentage of the Gross Card Sales or Net Sales accepted by you as defined in the Operating Regulations; (2) a Per Transaction Fee as defined in the Operating Regulations; and (3) other fees, including without limitation: (a) fees listed in the Operating Regulations, fees for errors in connection with the processing and submission of Card transactions and fees for services that you must to receive from us. The fees in (a) and (b) are collectively referred to as the "Merchant Fee." The Operating Regulations fully explain how the Merchant Fee is calculated by us and paid by you.

8. Billing Inquiries. You agree to follow the procedures set forth in the Operating Regulations with respect to the notices of Cardmember disputes and billing inquiries that you receive from us.

9. Chargeback Rights. Under certain circumstances, we may return a Card sale to you unpaid or we may return a previously paid Card sale to you for repayment to us. These returned charges are called "Chargebacks." If you do not follow all the terms of this Agreement and the Operating Regulations when making a transaction with a Card or if a Card sale which is the subject of a billing dispute or quality dispute is subject to Chargeback as specified in this Agreement, we may refuse to pay you for the Card sale or the disputed portion of it. Refer to your Operating Regulations for complete terms and conditions with respect to Chargebacks.

10. Retention of Records. You agree to keep an original copy of each Sales slip and each Credit slip for no less than two hundred and ten (210) days for our review for collection of this Agreement.

(210) days from the Card transaction date or one hundred and eighty (180) days from the date of submission of Sales Data to us, whichever is later. If you deliver or transmit Sales Data to us in magnetic or electronic form, you also agree to keep microfilm or other copies of each Sales slip, and each Credit slip for no less than three (3) years from the date of the Card transaction. You agree to provide us with a copy of any Sales slip or Credit slip within fifteen (15) business days of our request.

11. Assignment. You may not assign or transfer this Agreement to any other party without our prior written approval. If you sell all or a substantial part of your business or materially change the nature of your business or if any event causes or permits a new entity to own a substantial part of your business, you agree to notify us in advance, and we may offset any amounts we owe you against any outstanding obligations you have to us. Or at our option, terminate this Agreement, as provided below. We may assign this Agreement and our rights and obligations under it, in whole or in part, to any company which is a direct or indirect parent, subsidiary or affiliate of ours. We will notify you of any such assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Changing This Agreement. We may change this Agreement at any time by giving you written notice at least 30 days in advance of the change. If you do not accept such a change, you may terminate this Agreement by notifying us within that 30 day period. If you make any Card sales after the effective date of a change in terms, this means that you have consented to the new terms.

13. Term and Termination. This Agreement will become effective upon your acceptance of the terms of this Agreement through the conduct described in the second introductory paragraph of this Agreement. We are not bound by any changes that you propose to this Agreement unless our written approval provides you with written approval of such changes. If you propose changes to this Agreement and accept Card sales before you receive written approval of such changes from us, you agree that such Card sales shall be governed by the terms of this Agreement without any of the proposed changes unless such changes are acceptable to us. Any entity agrees upon changes in the Agreement shall apply to all Card sales accepted by you from and after the date of the proposed changes. This Agreement remains in full force and effect until terminated as provided for in this Section 13. You may terminate this Agreement at any time by giving us written notice sent certified mail to the address specified in the Operating Regulations. We may terminate this Agreement at any time by giving you 30 days prior written notice. We may terminate this Agreement without such notice if you have materially breached this Agreement, or if, in our sole opinion, Card sales made at your establishment are irregular, you have had, or may have an unusual or inappropriate number of Cardmember inquiries, credit request or Chargebacks during a relevant period, there are security concerns regarding Card sales at any of your establishment, or your financial condition or other conditions warrant earlier termination. You agree to accept Cards and follow the terms of this Agreement until the termination becomes effective. The provisions governing the processing of Sales slips and Credit slips and Settlement will continue to apply even after the termination until all Card transactions made prior to the termination are settled or resolved. Upon termination, you agree to immediately send us all previously unsubmitted Sales slips and Credit slips for Card sales made up to the date of termination. We are not liable to you for any direct or consequential damages that you may suffer as a result of our termination of this Agreement.

14. Reserve Account. At the termination, or during the term of this Agreement, we may require you to maintain with us, or at a financial institution designated by us, money as cash collateral in reserve in an amount necessary to cover fees, Chargebacks and Cardmember disputes which relate to transactions made prior to the termination. You agree to pay us the amount of the reserve balance promptly on demand, or at our option we may debit the Settlement Account, suspend Settlement without prior notice or withhold payment(s) owed to you at termination for the reserve balance. We will release any money held in reserve not later than 210 days after the termination date, and we will provide you with an accounting of any money taken out of the reserve account. We may also require you to establish a reserve account through one of the methods

discussed above during the term of this Agreement. If there are excessive disputes or Chargebacks relating to Card sales at your establishment or if, in our discretion, we believe that your financial position warrants such an account. If you do not agree to establish a Reserve account upon our request, we may terminate this Agreement as provided in Section 13.

15. Financial Information. If we request it, you agree to provide us with financial information including without limitation, financial statements concerning you and/or your establishment's financial condition and general creditworthiness, and your and/or your establishment's ability to perform your obligations under this Agreement. You agree to immediately send us written notice if you become insolvent or discontinue your business or if you or any creditor files for your bankruptcy or reorganization.

16. Indemnification. You agree to indemnify and hold us harmless, along with our subsidiaries and affiliates who are engaged in the Card program, and each company's executive officers, directors and employees for all costs, damages, claims or complaints arising from your wrongful acts or omissions in connection with each Card sale (including but not limited to costs, damages, claims or complaints arising in connection with the goods or services purchased in the Card sale) and from your failure to perform your duties and responsibilities under this Agreement. We agree to indemnify and hold you harmless, along with your subsidiaries and divisions who accept Cards, and each company's respective officers, directors and employees, for all costs, damages, claims or complaints arising from our wrongful acts or omissions in connection with your acceptance of Cards. The terms of this section 16 shall survive termination of this Agreement.

17. Factoring. You agree that you will not factor any Card Sales. See the Operating Regulations for complete details regarding what constitutes factoring and the liability you incur if you factor any Card Sale.

18. Type of Business. You understand that we have considered your application to become a Card merchant and proposed the terms of this Agreement based upon the information you provided in your application for the types and kinds of business you listed in your application to become a Card merchant. The Operating Regulations specify what you must do, the notice you must provide, and what may happen if you change the type or kind of business in which you engage.

19. Performance of Duties. Neither party shall be liable for its failure to perform under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not limited to, acts of God, fire, wars or strikes.

20. Enforcement of our Rights. If you breach this Agreement, you agree to reimburse us for our costs and expenses, including reasonable attorneys fees, that we incur in enforcing our rights under this Agreement.

21. Notice. You agree that you will send any notice to us that is required by this Agreement or by the Operating Regulations to the address specified in the Operating Regulations. We agree that we will send any notice to you that is required by this Agreement or the Operating Regulations to your address as specified in our records.

22. Captions. The captions used in this Agreement are for reference only and will not be interpreted to limit or define the text of this Agreement.

23. Governing Law. This Agreement is governed by the laws of the State of Delaware. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable. We have not waived any of our rights under this Agreement unless we agree to do so in writing. Each party agrees to comply with all applicable laws and regulations in connection with the Card program and this Agreement.

24. Credit Information. In consideration of your application to become a Card merchant and our agreement to review your application, you and each of your owners agree that we and any of our affiliates or agents may obtain, verify and exchange with others business and personal financial and/or credit information on you and any of your owners.

33722 Rev 4/01

**** DISCOVER CARD SERVICES ****

09/02/03

LEDGER# 28093

SUBSIDIARY LEDGER/SUSPENSE TRACKING

12 20 54


MRCH STL PND-DISCBNK

MMI COLLECTION CODE SUMMARY

#051

ORDER BY COLL CODE MERC 01753763026 - CNTR/DEPT -
EFF DATE - BOOK DATE - RCDE
AMT - STARS -

S	COLL	MERCHANT#	EFF-DATE	BOK-DATE	AMOUNT	D/C	FSD	RCDE	STARS#
	BK	01753763026	04/04/03	04/08/03	30,451	12	D	OHL R29	2720048653220
	BK	01753763026	04/11/03	04/14/03	408	74	D	OHL	2860051732093
	BK	01753763026	04/15/03	04/16/03	91	81	D	OHL	2930052860991
	BK	01753763026	05/02/03	05/05/03	17	49	D	OHL	3160057435826
	BK	01753763026	05/08/03	05/09/03	27	58	D	OHL	3250059565821
	BK	01753763026	05/20/03	05/21/03	12	51	D	OHL	3430062587263
	BK	01753763026	08/06/03	08/07/03	1,817	48	D	OHL	4549885970988
	BK	01753763026	08/06/03	08/07/03	81	60	D	OHL	4549875654290
	BK	01753763026	08/06/03	08/07/03	23	90	D	OHL	4540085375849
	BK	01753763026	08/06/03	08/07/03	18	81	D	OHL	4549525559780

#DR ITEMS 10 TOTAL 32,951.04 BALANCE  CR
#CR ITEMS 0 TOTAL 0.00 NET TOT 32,951.04 DR
F1 HELP F3 END F4 MENU F5 CLR F7 PREV F8 NEXT F9 BROT F13 DTL F14 SUSP
MSG: NO MORE DETAIL LINE - HIT F7 TO SEE PREV PAGE

Name **RAINBOW FOOD STORES/ CASH REC**
 Merchant Number **601101753763026**
 Chapter **11**
 Case Number **03-10967**

ACTIVITY REPORT	CM	CARD SALE	CHARGEBACK
DATE	#	DATE	AMOUNT
4/11/03	7362	01/26/03	\$408 74
4/15/03	71364	02/09/03	\$91 81
4/30/03	36010	02/09/03	\$18 81
5/2/03	11104	01/28/03	\$17 49
5/8/03	70710	03/29/03	\$27 58
5/20/03	77245	03/19/03	\$12 51
8/6/03	70144	03/26/03	\$7 40
8/6/03	70144	03/26/03	\$16 50

Total 600 84

Chargeback Total **\$600 84**
 Chargeback Reversal
 Discount \$29 114 23
 Fees \$1,336 89
 SUBTOTAL \$30 451 12
 Discount \$1,817 48
 Fees \$81 60
 SUBTOTAL \$1 899 08
 TOTAL FEES/DISC **\$32,350 20**
 Total Claim **\$32,951 04**

March 03 Discount	\$29 114 23
March 03 Fees	\$1,336 89

April 03 Discount	\$28 018 79
pre petition	\$1,817 48
post petition	\$26 201 31
April 03 Fees	\$1 268 94
pre petition	\$81 60
post petition	\$1,187 34

DAILY DETAIL REPORT

PAGE 8 OF 8
ACTIVITY END'ING 04/11/2003**Batches Received Continued**

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/11/03		DISCOVER CARD	S	349 52
OUTLET TOTAL				349 52

6011 0175 3763 356 RAINBOW FOODS 402

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/11/03		DISCOVER CARD	S	105 03
OUTLET TOTAL				105 03

6011 0179 9059 785 RAINBOW FOODS 66

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/11/03		DISCOVER CARD	S	2,113 15
OUTLET TOTAL				2,113 15

Discover Card Chargebacks & Adjustments

DIRECT ALL CHARGEBACK INQUIRIES TO 1-800-347-0251

6011 0175 3763 273 RAINBOW FOODS 61

Card Number [REDACTED] 7362

TRAN DATE	REASON	AMOUNT
04/11/03	TRANSACTION EXCEEDS FLOOR LIMIT	-408 74
CASE# 9035693584	RAINBOW FOODS #061 MAPLEWOOD MN	
ORIGINAL DATE 01/25/03	PREFIX 33 ID 003	
TRAN ID 19240816		
OUTLET TOTAL		-408 74

FOR SERVICE REQUESTS PLEASE CALL 1-800-347 0251

DAILY DETAIL REPORT

PAGE 8 OF 8
ACTIVITY ENDING 04/15/2003

s Received Continued

1	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
5/03		DISCOVER CARD	S/R	457 18
			OUTLET TOTAL	457 18

,011 0175 3763 331 RAINBOW FOODS 306

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/15/03		DISCOVER CARD	S	808 97
			OUTLET TOTAL	808 97

6011 0175 3763 349 RAINBOW FOODS 401

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/15/03		DISCOVER CARD	S	396 59
			OUTLET TOTAL	396 59

6011 0175 3763 356 RAINBOW FOODS 402

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/15/03		DISCOVER CARD	S	211 05
			OUTLET TOTAL	211 05

6011 0179 9059 785 RAINBOW FOODS 66

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/15/03		DISCOVER CARD	S	2,215 71
			OUTLET TOTAL	2,215 71

Discover Card Chargebacks & Adjustments

DIRECT ALL CHARGEBACK INQUIRIES TO 1-800-347-0251

6011 0175 3763 232 RAINBOW FOODS 56

Card Number [REDACTED] 1364

TRAN DATE	REASON	AMOUNT
04/15/03	NON-RECEIPT OF REQUESTED ITEM	91 81
CASE# 2108930502	RAINBOW FOODS #056 BURNSVILLE MN	
ORIGINAL DATE 02/09/03	PREFIX 33 ID 003 TRAN ID 19240416	
	OUTLET TOTAL	-91 81

FOR SERVICE REQUESTS PLEASE CALL 1-800-347-0251

#? #####? 6011 0175 3763 026

DAILY DETAIL REPORT

PAGE 8 OF 8
ACTIVITY ENDING 05/02/2003

Batches Received Continued

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/02/03		DISCOVER CARD	S	238 22
OUTLET TOTAL				238 22

6011 0175 3763 356 RAINBOW FOODS 402

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/02/03		DISCOVER CARD	S	418 90
OUTLET TOTAL				418 90

6011 0179 9059 785 RAINBOW FOODS 66

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/02/03		DISCOVER CARD	S	1,704 04
OUTLET TOTAL				1,704 04

Discover Card Chargebacks & Adjustments

DIRECT ALL CHARGEBACK INQUIRIES TO 1-800-347-0251

6011 0170 4631 959 RAINBOW FOODS #68

Card Number [REDACTED] 1104

TRAN DATE	REASON	AMOUNT
05/02/03	NON RECEIPT OF REQUESTED ITEM	17 49
CASE# 4604192342 RAINBOW FOODS #068 MINNEAPOLIS MN		
ORIGINAL DATE 01/28/03 PREFIX 33 ID 003 TRAN ID 28308827		
OUTLET TOTAL		17 49

FOR SERVICE REQUESTS PLEASE CALL 1-800 347-0251

DAILY DETAIL REPORT

PAGE 8 OF 8
ACTIVITY ENDING 05/08/2003**Batches Received Continued**

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/08/03		DISCOVER CARD	S	326 90
			OUTLET TOTAL	326 90

6011 0179 9059 785 RAINBOW FOODS 66

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/08/03		DISCOVER CARD	S	2,221 97
			OUTLET TOTAL	2,221 97

Discover Card Chargebacks & Adjustments

DIRECT ALL CHARGEBACK INQUIRIES TO 1-800-347-0251

6011 0175 3763 109 RAINBOW FOODS 28

Card Number: [REDACTED] 0710

TRAN DATE	REASON	AMOUNT
05/08/03	DUPLICATE PROCESSING	27 58
CASE# 8579669647	RAINBOW FOODS #028 APPLE VALLEY MN	
ORIGINAL DATE 03/29/03	PREFIX 33 ID 003 TRAN ID 19238411	
	OUTLET TOTAL	27 58

FOR SERVICE REQUESTS PLEASE CALL 1-800-347 0251

DAILY DETAIL REPORT

Batches Received Continued

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/20/03		DISCOVER CARD	S	487 59
OUTLET TOTAL				487 59

6011 0175 3763 356 RAINBOW FOODS 402

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/20/03		DISCOVER CARD	S	432 00
OUTLET TOTAL				432 00

6011 0179 9059 785 RAINBOW FOODS 66

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
05/20/03		DISCOVER CARD	S	1,745 60
OUTLET TOTAL				1,745 60

Discover Card Chargebacks & Adjustments

DIRECT ALL CHARGEBACK INQUIRIES TO 1-800-347-0251

6011 0131 0796 071 RAINBOW # 52 FUEL CENTER

Card Number ██████████ 7245

TRAN DATE	REASON	AMOUNT
05/20/03	DUPLICATE PROCESSING	-12 51
CASE# 2283693932	RAINBOW FOODS #52 FUEL OAKDALE MN	
ORIGINAL DATE 03/19/03	PREFIX 33 ID 003 TRAN ID 11817228	
OUTLET TOTAL		-12 51

FOR SERVICE REQUESTS PLEASE CALL 1-800-347-0251

DISCOVER BUSINESS SERVICES
P O BOX 52145
PHOENIX AZ 85072

MERCHANT NUMBER 6011 0175 3763 026

DAILY DETAIL REPORT

PAGE 1 OF 2
ACTIVITY ENDING 08/06/2003

ACTIVITY REPORT

If you previously received a notice from us regarding our plans to assess fees this Fall for certain CID and AVS errors, you will be pleased to learn that we have decided not to do so at this time. Nevertheless, we strongly encourage you to work with your processor or terminal support provider to develop the capability to use CID and AVS when appropriate, as they are important tools for you to minimize your risks with credit card acceptance—especially when the card being used is not present.

#BWNBCRL ??SEQ?***
#1753763026#
RAINBOW FOOD STORES/CASH REC
PO BOX 268877
OKLAHOMA CITY OK 73126-8877

For your convenience, we are now offering both Authorization and Address Verification Services through one quick call. Please call 1-800-347-1111 and use your touch tone phone to process your request.

Transaction Summary

TYPE	COUNT	AMOUNT
Additional Settlement Activity		1,917 89
Chargebacks/Adjustments	2	23 90

Additional Settlement Activity

The following activity was settled via **ELECTRONIC TRANSFER** to
JPMORGAN CHASE Account# 08806324388

EFFECTIVE DATE	TRANSACTION TYPE	AMOUNT
08/07/03	ADJUST PREPETITION CHARGEBACK OH	18 81
	TOTAL AMOUNT SETTLED	18 81
08/07/03	ADJUST PRE-PETITION DISCOUNT	1,817 48
	TOTAL AMOUNT SETTLED	1,817 48
08/07/03	TRANSACTION(S) RELEASED/RESUBMITTED	81 60
	TOTAL AMOUNT SETTLED	81 60

Discover Card Chargebacks & Adjustments

DIRECT ALL CHARGEBACK INQUIRIES TO **1-800-347-0251**

6011 0175 3763 133 RAINBOW FOODS 34

Card Number  0144

TRAN

DATE	REASON	AMOUNT
08/06/03	NON RECEIPT OF REQUESTED ITEM	-7 40
CASE# 7002582967	RAINBOW FOODS #034 COLUMBIA HGH MN	
ORIGINAL DATE 03/26/03	PREFIX 33 ID 003 TRAN ID 19238722	

MERCHANT NUMBER 6011 0175 3763 026

DAILY DETAIL REPORT

PAGE 2 OF 2
ACTIVITY ENDING 08/06/2003

Discover Card Chargebacks & Adjustments Continued

Card Number [REDACTED] 00144

TRAN

DATE

08/06/03

CASE# 2960025552

ORIGINAL DATE 03/26/03

REASON

NON-RECEIPT OF REQUESTED ITEM

RAINBOW FOODS #034 COLUMBIA HGH MN

PREFIX 33

ID 003

TRAN ID 19238721

AMOUNT

16 50

OUTLET TOTAL

23 90

FOR SERVICE REQUESTS PLEASE CALL 1 800-347-0251

MONTHLY DETAIL REPORT

PAGE 64 OF 67
ACTIVITY ENDING 04/30/2003

Batches Received Continued

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
04/01/03		DISCOVER CARD	S	1,744 31
04/02/03		DISCOVER CARD	S	2,061 12
04/03/03		DISCOVER CARD	S	1,166 32
04/04/03		DISCOVER CARD	S	1,226 55
04/05/03		DISCOVER CARD	S	1,647 31
04/06/03		DISCOVER CARD	S	3,212 11
04/07/03		DISCOVER CARD	S	2,080 10
04/08/03		DISCOVER CARD	S	2,063 23
04/09/03		DISCOVER CARD	S/R	1,590 31
04/10/03		DISCOVER CARD	S	1,941 35
04/11/03		DISCOVER CARD	S	2,113 15
04/12/03		DISCOVER CARD	S	2,798 58
04/13/03		DISCOVER CARD	S	3,382 97
04/14/03		DISCOVER CARD	S	1,757 00
04/15/03		DISCOVER CARD	S	2,215 71
04/16/03		DISCOVER CARD	S	2,001 75
04/17/03		DISCOVER CARD	S/R	1,850 28
04/18/03		DISCOVER CARD	S	3,501 65
04/19/03		DISCOVER CARD	S	3,494 61
04/20/03		DISCOVER CARD	S	3,912 11
04/22/03		DISCOVER CARD	S	1,462 59
04/23/03		DISCOVER CARD	S	2,159 78
04/24/03		DISCOVER CARD	S	1,567 09
04/25/03		DISCOVER CARD	S	1,777 10
04/26/03		DISCOVER CARD	S	2,030 75
04/27/03		DISCOVER CARD	S	2,576 22
04/28/03		DISCOVER CARD	S	1,906 84
04/29/03		DISCOVER CARD	S	1,639 73
04/30/03		DISCOVER CARD	S	1,690 12
OUTLET TOTAL				62,570 74

Discover Card Chargebacks & Adjustments

DIRECT ALL CHARGEBACK INQUIRIES TO 1-800-347-0251

6011 0175 3763 208 RAINBOW FOODS 53

Card Number [REDACTED] 6010

TRAN

DATE

REASON

AMOUNT

04/04/03

TRANSACTION EXCEEDS FLOOR LIMIT

-18 81

CASE# 0649633516

RAINBOW FOODS #053 BLAINE MN

ORIGINAL DATE 02/09/03

PREFIX 33

ID 003

TRAN ID 19239802

OUTLET TOTAL

-18 81

6011 0175 3763 232 RAINBOW FOODS 56

Card Number [REDACTED] 1364

TRAN

DATE

REASON

AMOUNT

04/15/03

NON RECEIPT OF REQUESTED ITEM

91 81

CASE# 2108930502

RAINBOW FOODS #056 BURNSVILLE MN

ORIGINAL DATE 02/09/03

PREFIX 33

ID 003

TRAN ID 19240416

OUTLET TOTAL

91 81

6011 0175 3763 273 RAINBOW FOODS 61

DAILY DETAIL REPORT

PAGE 2 OF 2
ACTIVITY ENDING 08/06/2003**Discover Card Chargebacks & Adjustments Continued**

Card Number [REDACTED] 00144

TRAN

DATE	REASON	AMOUNT
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08/06/03	NON RECEIPT OF REQUESTED ITEM	16 50
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CASE# 2960025552 RAINBOW FOODS #034 COLUMBIA HGH MN

ORIGINAL DATE 03/26/03 PREFIX 33 ID 003 TRAN ID 19238721

6011 0175 3763 133 RAINBOW FOODS 34

Card Number [REDACTED] 00144

TRAN

DATE	REASON	AMOUNT
------	--------	--------

08/06/03	NON RECEIPT OF REQUESTED ITEM	-7 40
----------	-------------------------------	-------

CASE# 7002582967 RAINBOW FOODS #034 COLUMBIA HGH MN

ORIGINAL DATE 03/26/03 PREFIX 33 ID 003 TRAN ID 19238722

OUTLET TOTAL 23 90

FOR SERVICE REQUESTS PLEASE CALL 1 800-347 0251

DAILY DETAIL REPORT

PAGE 9 OF 11
ACTIVITY ENDING 03/31/2003**Batches Received Continued**

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
03/31/03		DISCOVER CARD	S	1,048 87
OUTLET TOTAL				1,048 87

6011 0175 3763 349 RAINBOW FOODS 401

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
03/31/03		DISCOVER CARD	S	592 25
OUTLET TOTAL				592 25

6011 0175 3763 356 RAINBOW FOODS 402

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
03/31/03		DISCOVER CARD	S	202 28
OUTLET TOTAL				202 28

6011 0179 9059 785 RAINBOW FOODS 66

BATCH DATE	BATCH REF #	CARD BRAND	TRAN TYPE	RECEIVED AMOUNT
03/31/03		DISCOVER CARD	S	2,063 68
OUTLET TOTAL				2,063 68

Discount Activity

Your Discover Card discount is calculated by multiplying your gross sales volume by your discount rate. Gross sales volume equals sales, plus or minus any adjustments.

DATE SETTLED	MERCHANT OUTLET NUMBER	VOLUME	DISCOUNT RATE	DISCOUNT AMOUNT
03/31/03	601101309238341	10,443 16	1 800	188 01
03/31/03	601101309238358	5,153 19	1 800	92 78
03/31/03	601101310796055	16,769 49	1 800	301 84
03/31/03	601101310796063	8,629 48	1 800	-155 38
03/31/03	601101310796071	11,920 70	1 800	214 55
03/31/03	601101310796097	5,669 61	1 800	102 04
03/31/03	601101310796105	7,115 12	1 800	128 06
03/31/03	601101700045667	22,045 64	1 800	396 83
03/31/03	601101700045683	24,028 84	1 800	-432 53
03/31/03	601101704112323	24,097 30	1 800	-433 74
03/31/03	601101704395118	35,503 64	1 800	639 04
03/31/03	601101704432762	17,332 99	1 800	311 97
03/31/03	601101704616398	25,263 95	1 800	-454 75
03/31/03	601101704631959	77,436 29	1 800	-1,393 84
03/31/03	601101704866480	43,381 21	1 800	-780 83
03/31/03	601101704866498	38,678 28	1 800	-696 19
03/31/03	601101704866506	53,405 93	1 800	-961 30
03/31/03	601101704895083	37,849 16	1 800	-681 27
03/31/03	601101704903283	33,202 85	1 800	-597 68
03/31/03	601101704964335	989 06	1 800	17 81
03/31/03	601101705001814	26,865 43	1 800	-483 60
03/31/03	601101705046801	11,701 44	1 800	-210 65
03/31/03	601101705046819	17,592 99	1 800	-316 66
03/31/03	601101753763034	36,809 29	1 800	662 58
03/31/03	601101753763042	41,488 43	1 800	-746 79
03/31/03	601101753763059	87,858 91	1 800	1,581 47
03/31/03	601101753763083	41,944 49	1 800	-755 01
03/31/03	601101753763109	46,016 91	1 800	828 28
03/31/03	601101753763117	17,688 38	1 800	318 39

DAILY DETAIL REPORT

PAGE 10 OF 11
ACTIVITY ENDING 03/31/2003**Discount Activity Continued**

DATE	MERCHANT		DISCOUNT	DISCOUNT
SETTLED	OUTLET NUMBER	VOLUME	RATE	AMOUNT
03/31/03	601101753763125	9,384 25	1 800	168 91
03/31/03	601101753763133	23,126 36	1 800	416 27
03/31/03	601101753763141	23,299 55	1 800	-419 39
03/31/03	601101753763158	53,545 23	1 800	-963 81
03/31/03	601101753763166	21,152 56	1 800	-380 75
03/31/03	601101753763174	10,695 19	1 800	-192 52
03/31/03	601101753763182	54,873 91	1 800	-987 74
03/31/03	601101753763190	52,026 68	1 800	936 48
03/31/03	601101753763208	30,652 37	1 800	551 72
03/31/03	601101753763216	54,758 64	1 800	-985 64
03/31/03	601101753763224	30,224 09	1 800	-544 04
03/31/03	601101753763232	43,998 29	1 800	-791 98
03/31/03	601101753763240	42,161 68	1 800	758 92
03/31/03	601101753763257	75,421 34	1 800	1,357 57
03/31/03	601101753763265	47,927 37	1 800	862 66
03/31/03	601101753763273	46,265 85	1 800	832 81
03/31/03	601101753763281	32,879 93	1 800	591 84
03/31/03	601101753763315	11,874 84	1 800	213 74
03/31/03	601101753763323	14,386 10	1 800	258 92
03/31/03	601101753763331	21,732 91	1 800	391 22
03/31/03	601101753763349	13,856 42	1 800	-249 41
03/31/03	601101753763356	12,704 47	1 800	228 68
03/31/03	601101799059785	63,628 11	1 800	-1,145 34
TOTAL				29,114 23

Your Discover Card processing fee is calculated by multiplying your total number of Discover Card sales transactions by your processing fee rate

DATE	MERCHANT	TRANSACTION	PROCESSING	PROCESSING FEE
SETTLED	OUTLET NUMBER	COUNT	FEE RATE	AMOUNT
03/31/03	601101309238341	540	0 0200	10 80
03/31/03	601101309238358	276	0 0200	5 52
03/31/03	601101310796055	947	0 0300	-28 41
03/31/03	601101310796063	530	0 0300	15 90
03/31/03	601101310796071	731	0 0300	21 93
03/31/03	601101310796097	345	0 0300	10 35
03/31/03	601101310796105	379	0 0300	11 37
03/31/03	601101700045667	607	0 0300	18 21
03/31/03	601101700045683	801	0 0300	24 03
03/31/03	601101704112323	655	0 0300	19 65
03/31/03	601101704395118	782	0 0300	23 46
03/31/03	601101704432762	547	0 0300	16 41
03/31/03	601101704616398	595	0 0300	17 85
03/31/03	601101704631959	2,133	0 0300	63 99
03/31/03	601101704866480	1,175	0 0300	35 25
03/31/03	601101704866498	1,275	0 0300	38 25
03/31/03	601101704866506	1,250	0 0300	37 50
03/31/03	601101704895083	887	0 0300	26 61
03/31/03	601101704903283	902	0 0300	27 06
03/31/03	601101704964335	45	0 0300	-1 35
03/31/03	601101705001814	608	0 0300	18 24
03/31/03	601101705046801	374	0 0300	-11 22
03/31/03	601101705046819	566	0 0300	16 98
03/31/03	601101753763034	1,037	0 0300	31 11
03/31/03	601101753763042	1,056	0 0300	31 68
03/31/03	601101753763059	2,074	0 0300	62 22
03/31/03	601101753763083	1,226	0 0300	36 78
03/31/03	601101753763109	1,115	0 0300	33 45

DAILY DETAIL REPORT

PAGE 11 OF 11
ACTIVITY ENDING 03/31/2003**Discount Activity Continued**

DATE	MERCHANT	TRANSACTION	PROCESSING	PROCESSING FEE
SETTLED	OUTLET NUMBER	COUNT	FEE RATE	AMOUNT
03/31/03	601101753763117	701	0 0300	-21 03
03/31/03	601101753763125	273	0 0300	8 19
03/31/03	601101753763133	754	0 0300	-22 62
03/31/03	601101753763141	590	0 0300	-17 70
03/31/03	601101753763158	1,361	0 0300	40 83
03/31/03	601101753763166	631	0 0300	-18 93
03/31/03	601101753763174	280	0 0300	-8 40
03/31/03	601101753763182	1,355	0 0300	40 65
03/31/03	601101753763190	1,289	0 0300	38 67
03/31/03	601101753763208	787	0 0300	23 61
03/31/03	601101753763216	1,408	0 0300	42 24
03/31/03	601101753763224	874	0 0300	26 22
03/31/03	601101753763232	1,034	0 0300	31 02
03/31/03	601101753763240	1,118	0 0300	33 54
03/31/03	601101753763257	1,809	0 0300	54 27
03/31/03	601101753763265	1,420	0 0300	42 60
03/31/03	601101753763273	1,238	0 0300	37 14
03/31/03	601101753763281	740	0 0300	-22 20
03/31/03	601101753763315	412	0 0300	12 36
03/31/03	601101753763323	466	0 0300	13 98
03/31/03	601101753763331	592	0 0300	17 76
03/31/03	601101753763349	354	0 0300	10 62
03/31/03	601101753763356	388	0 0300	11 64
03/31/03	601101799059785	1,503	0 0300	45 09
TOTAL				-1,336 89

THIS IS A STATEMENT OF YOUR ACCOUNT
THE REPORTED ACTIVITY WILL BE REFLECTED IN YOUR SETTLEMENT

FOR SERVICE REQUESTS PLEASE CALL 1-800-347 0251

MONTHLY DETAIL REPORT

PAGE 65 OF 67
ACTIVITY ENDING 04/30/2003

TRAN
DATE 04/11/03 REASON TRANSACTION EXCEEDS FLOOR LIMIT AMOUNT 408 74
CASE# 9035693584 RAINBOW FOODS #061 MAPLEWOOD MN
ORIGINAL DATE 01/25/03 PREFIX 33 ID 003 TRAN ID 19240816
OUTLET TOTAL 408 74

Discount Activity

Your Discover Card discount is calculated by multiplying your gross sales volume by your discount rate Gross sales volume equals sales, plus or minus any adjustments

DATE SETTLED	MERCHANT OUTLET NUMBER	VOLUME	DISCOUNT RATE	DISCOUNT AMOUNT
04/30/03	601101309238341	5,091 93	1 800	91 66
04/30/03	601101309238358	2,710 10	1 800	48 80
04/30/03	601101310796055	10,404 15	1 800	-187 27
04/30/03	601101310796063	2,195 47	1 800	39 52
04/30/03	601101310796071	3,209 36	1 800	57 76
04/30/03	601101310796097	3,068 20	1 800	55 23
04/30/03	601101310796105	2,021 63	1 800	36 42
04/30/03	601101700045667	21,419 98	1 800	385 55
04/30/03	601101700045683	24,601 36	1 800	-442 81
04/30/03	601101704112323	22,806 89	1 800	-410 51
04/30/03	601101704395118	34,293 86	1 800	617 29
04/30/03	601101704432762	17,434 28	1 800	-313 81
04/30/03	601101704616398	25,720 67	1 800	-462 96
04/30/03	601101704631959	73,309 84	1 800	1,319 58
04/30/03	601101704866480	45,543 37	1 800	819 76
04/30/03	601101704866498	36,358 31	1 800	-654 46
04/30/03	601101704866506	54,236 98	1 800	976 25
04/30/03	601101704895083	37,610 54	1 800	-677 00
04/30/03	601101704903283	34,520 17	1 800	-621 37
04/30/03	601101704964335	607 85	1 800	10 96
04/30/03	601101705001814	25,235 27	1 800	-454 24
04/30/03	601101705046801	12,457 06	1 800	-224 20
04/30/03	601101705046819	13,867 87	1 800	-249 62
04/30/03	601101753763034	38,746 82	1 800	-697 44
04/30/03	601101753763042	36,996 63	1 800	665 94
04/30/03	601101753763059	86,200 38	1 800	1,551 58
04/30/03	601101753763083	40,494 32	1 800	728 89
04/30/03	601101753763109	44,518 24	1 800	-801 31
04/30/03	601101753763117	9,837 58	1 800	-177 06
04/30/03	601101753763125	9,304 92	1 800	167 48
04/30/03	601101753763133	22,488 61	1 800	404 79
04/30/03	601101753763141	24,929 28	1 800	-448 72
04/30/03	601101753763158	56,284 12	1 800	1,013 10
04/30/03	601101753763166	19,383 01	1 800	348 87
04/30/03	601101753763174	11,111 62	1 800	-200 01
04/30/03	601101753763182	57,616 79	1 800	-1,037 08
04/30/03	601101753763190	51,077 20	1 800	919 39
04/30/03	601101753763208	33,889 64	1 800	-609 99
04/30/03	601101753763216	51,775 74	1 800	931 96
04/30/03	601101753763224	28,238 05	1 800	508 28
04/30/03	601101753763232	44,599 69	1 800	802 78
04/30/03	601101753763240	39,935 97	1 800	-718 87
04/30/03	601101753763257	78,352 52	1 800	-1,410 32
04/30/03	601101753763265	49,666 68	1 800	894 03
04/30/03	601101753763273	47,379 47	1 800	-852 82

MONTHLY DETAIL REPORT

PAGE 66 OF 67
ACTIVITY ENDING 04/30/2003**Discount Activity Continued**

DATE	MERCHANT		DISCOUNT	DISCOUNT
SETTLED	OUTLET NUMBER	VOLUME	RATE	AMOUNT
04/30/03	601101753763281	33,325 28	1 800	-599 86
04/30/03	601101753763315	12,147 03	1 800	218 63
04/30/03	601101753763323	12,824 70	1 800	-230 85
04/30/03	601101753763331	20,246 88	1 800	364 41
04/30/03	601101753763349	12,906 04	1 800	-232 33
04/30/03	601101753763356	11,023 86	1 800	-198 43
04/30/03	601101799059785	62,585 82	1 800	-1,126 54
TOTAL				-28,016 79

Your Discover Card processing fee is calculated by multiplying your total number of Discover Card sales transactions by your processing fee rate

DATE	MERCHANT	TRANSACTION	PROCESSING	PROCESSING FEE
SETTLED	OUTLET NUMBER	COUNT	FEE RATE	AMOUNT
04/30/03	601101309238341	270	0 0200	5 40
04/30/03	601101309238358	147	0 0200	2 94
04/30/03	601101310796055	586	0 0300	17 58
04/30/03	601101310796063	135	0 0300	4 05
04/30/03	601101310796071	184	0 0300	-5 52
04/30/03	601101310796097	181	0 0300	-5 43
04/30/03	601101310796105	120	0 0300	3 60
04/30/03	601101700045667	599	0 0300	17 97
04/30/03	601101700045683	829	0 0300	24 87
04/30/03	601101704112323	604	0 0300	18 12
04/30/03	601101704395118	811	0 0300	24 33
04/30/03	601101704432762	568	0 0300	17 04
04/30/03	601101704616398	633	0 0300	18 99
04/30/03	601101704631959	2,045	0 0300	61 35
04/30/03	601101704866480	1,246	0 0300	37 38
04/30/03	601101704866498	1,215	0 0300	36 45
04/30/03	601101704866506	1,302	0 0300	39 06
04/30/03	601101704895083	927	0 0300	27 81
04/30/03	601101704903283	929	0 0300	-27 87
04/30/03	601101704964335	29	0 0300	-0 87
04/30/03	601101705001814	576	0 0300	17 28
04/30/03	601101705046801	425	0 0300	12 75
04/30/03	601101705046819	492	0 0300	14 76
04/30/03	601101753763034	1,030	0 0300	30 90
04/30/03	601101753763042	961	0 0300	28 83
04/30/03	601101753763059	2,059	0 0300	61 77
04/30/03	601101753763083	1,205	0 0300	36 15
04/30/03	601101753763109	1,040	0 0300	31 20
04/30/03	601101753763117	407	0 0300	12 21
04/30/03	601101753763125	256	0 0300	7 68
04/30/03	601101753763133	721	0 0300	21 63
04/30/03	601101753763141	603	0 0300	18 09
04/30/03	601101753763158	1,434	0 0300	-43 02
04/30/03	601101753763166	600	0 0300	18 00
04/30/03	601101753763174	290	0 0300	-8 70
04/30/03	601101753763182	1,495	0 0300	-44 85
04/30/03	601101753763190	1,268	0 0300	38 04
04/30/03	601101753763208	911	0 0300	27 33
04/30/03	601101753763216	1,323	0 0300	39 69
04/30/03	601101753763224	797	0 0300	23 91
04/30/03	601101753763232	1,075	0 0300	32 25
04/30/03	601101753763240	1,119	0 0300	33 57
04/30/03	601101753763257	1,808	0 0300	54 24
04/30/03	601101753763265	1,431	0 0300	-42 93

MONTHLY DETAIL REPORT

PAGE 67 OF 67
ACTIVITY ENDING 04/30/2003**Discount Activity Continued**

DATE	MERCHANT	TRANSACTION	PROCESSING	PROCESSING FEE
SETTLED	OUTLET NUMBER	COUNT	FEE RATE	AMOUNT
04/30/03	601101753763273	1,246	0 0300	37 38
04/30/03	601101753763281	755	0 0300	-22 65
04/30/03	601101753763315	438	0 0300	13 14
04/30/03	601101753763323	421	0 0300	12 63
04/30/03	601101753763331	571	0 0300	17 13
04/30/03	601101753763349	341	0 0300	-10 23
04/30/03	601101753763356	379	0 0300	11 37
04/30/03	601101799059785	1,600	0 0300	48 00
			TOTAL	-1,268 94

THIS IS A STATEMENT OF YOUR ACCOUNT
THE REPORTED ACTIVITY WILL BE REFLECTED IN YOUR SETTLEMENT

FOR SERVICE REQUESTS PLEASE CALL 1-800-347-0251