

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor FLEMING COMPANIES INC	Case Number 03-10945	THIS SPACE IS FOR COURT USE ONLY
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 (The person or other entity to whom the debtor owes money or property) CESSNA FINANCE CORPORATION	<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	
Name and addresses where notices should be sent LEGAL DEPARTMENT Cessna Finance Corporation P O Box 308 Wichita KS 67201-0308 Telephone Number 316-660-1200		
Account or other number by which creditor identifies debtor 01 0005058-01-0090097		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 Aircraft Lease Rejection Claim		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages salaries and compensation (fill out below) Your SS# _____ Unpaid compensation for services performed From ____/____/____ to ____/____/____ (date) (date)
2 Date debt was incurred December 23, 1999		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ 4 890 184 26 - Unsecured Claim		
If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages salaries or commissions (up to \$4 300) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1 950* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony maintenance or support owed to a spouse former spouse or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(____) *Amounts are subject to adjustment on 4/1/98 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		THIS SPACE IS FOR COURT USE ONLY FILED SEP 08 2003 BMC Fleming Companies Claim  08966
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 the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim		
Date 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) CESSNA FINANCE CORPORATION BY  DAVID L. BLAKEMORE VICE PRESIDENT & GENERAL COUNSEL	
Penalty for presenting fraudulent claim Fine of up to \$500 000 or imprisonment for up to 5 years or both 18 U.S.C. §§ 152 and 3571		

SUPPLEMENT TO PROOF OF CLAIM

1 On December 23, 1999, Cessna Finance Corporation (“CFC”) and Fleming Companies, Inc (“Debtor”) entered into an aircraft lease (the “Aircraft Lease”), dated December 23, 1999 as amended on July 31, 2001. The leased aircraft is a Cessna Model 560, S/N 560-0127, FAA Reg No N127VP. The Aircraft Lease was recorded by the Federal Aviation Administration on March 3, 2000 as conveyance no H99320. A copy of the Aircraft Lease, as amended, is attached hereto as Exhibit “A.”

2 Pursuant to the Aircraft Lease, the monthly rental is \$43,732.24 plus Additional Rentals at a rate of \$130 per flight hour plus \$250 per hour for each flight hour in excess of 600 hours per year.

3 On April 1, 2003 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its businesses as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On April 2, 2003, the Debtor filed the Motion seeking to reject the Aircraft Lease with CFC. On April 9, 2003, counsel for CFC sent a letter to Debtor’s counsel, via hand delivery, requesting that the Debtor make immediate arrangements with CFC for the return of the aircraft to CFC. Notwithstanding the Debtor’s intent to reject the Aircraft Lease and CFC’s repeated request for the return of the Aircraft, Debtors refused to surrender the Aircraft until April 29, 2003. On May 6, 2003, the Court entered an order authorizing the rejection of the Aircraft Lease effective as of April 30, 2003.

4 The breakdown of CFC's general unsecured lease rejection claim is as follows

\$4,752,645 00	Stipulated Loss Value as of 4/30/03 (per Payment #41 of Annex B of the Amendment #1 to the Aircraft Lease)
\$ 22,339 26	Repossession, Repairs, Storage, Marketing Costs Paid To Date
\$ 115,500 00	Return Condition Daily Rent (4/30/03 through 6/26/03 \$1375 x 84 days)(84 days elapsed between the date the Aircraft was returned and the date the Aircraft returned to airworthy and marketable condition)
\$4,890,184 26	Total

5 CFC reserves the right to supplement, amend and modify the Proof of Claim

AIRCRAFT LEASE

NUMBER 99-P1063

THIS LEASE AGREEMENT is made and entered into at Wichita, Kansas, as of the 23rd day of December, 1999, by and between CESSNA FINANCE CORPORATION (an affiliate of The Cessna Aircraft Company), 220 West Douglas, Suite 300, P O Box 308, Wichita, Kansas 67202-0308, as Lessor, hereinafter called "OWNER" and FLEMING COMPANIES, INC., 6301 Waterford Blvd., Oklahoma City, Oklahoma 73118, hereinafter called "LESSEE "

WITNESSETH That,

1 THE LEASED AIRCRAFT OWNER leases to LESSEE and LESSEE leases from OWNER, upon the terms and conditions herein contained, the following described aircraft, all presently installed equipment, including, but not limited to, the engines identified below and the equipment listed on Annex A, all engine and airframe logbooks for or relating to the aircraft, and all additions thereto and replacements or substitutions therefor, all of the foregoing items (including, without limitation, all additions thereto and replacements or substitutions therefor) being herein referred to as the "Aircraft "

Cessna Model	<u>560</u>
Serial No	<u>560-0127</u>
FAA Reg No	<u>N127VP</u>
Engine(s) Make & Model	<u>Pratt & Whitney JT15D-5A</u>
Serial No LH	<u>PCE108265</u>
Serial No RH	<u>PCE108264</u>

OWNER either owns the Aircraft on the date hereof or will purchase the Aircraft on or before the date of the delivery of the Aircraft to LESSEE as shown on the delivery and acceptance receipt signed by LESSEE or LESSEE'S agent (the "Delivery Date")

2 DELIVERY OF AIRCRAFT The Aircraft will be delivered to LESSEE at Wichita, Kansas, or at such other location and on such terms as shall be mutually agreed to by the parties The tentative delivery date of the Aircraft is December 31, 1999

3 LOCATION AND USE OF AIRCRAFT The Aircraft shall be based
at Wiley Post Municipal Oklahoma City
(Airport) (City)

Oklahoma Oklahoma
(County) (State)

The permanent base of the Aircraft may be changed to another location within the continental United States if LESSEE immediately notifies OWNER in writing of such new permanent base The Aircraft shall not be based or operated outside the continental United States or registered in any foreign country without the prior written consent of OWNER. Owner hereby consents to the occasional flight of the Aircraft to Canada, Mexico, South America, Western Europe, and the islands of the Caribbean, so long as the insurance on the Aircraft is in full force and effect, includes war and confiscation risk coverage, and covers flights to those destinations, provided, however, that any flights to Mexico shall not be made until the Aircraft is covered (in addition to the insurance that is required by Article 10) by at least \$100,000 liability coverage written by a Mexican insurance company reasonably acceptable to OWNER and that notwithstanding

such occasional use outside the continental United States and Hawaii, the Aircraft shall be based and predominantly used within the United States. Notwithstanding any provisions in this Article 3 to the contrary, the Aircraft shall not be operated in Cuba or any country where war risk exists, or in any country unless the insurance required by Article 10 covers operations in that country. LESSEE will use the Aircraft primarily for business purposes.

4 TERM AND LEASE RENTAL The Aircraft is leased for a term of eight-five (85) months, commencing with the Delivery Date. As consideration for the lease of the Aircraft, LESSEE agrees to pay OWNER in accordance with Annex C to this Lease, which is incorporated herein by this reference.

5 ADDITIONAL RENTAL LESSEE shall pay OWNER on each Monthly Rental Payment Date a sum of money (hereinafter "Additional Rental") equal to \$130.00 per hour for each hour of flight time logged on the Aircraft during the preceding month. LESSEE shall submit a certificate (on a form reasonably satisfactory to OWNER) of the flight time logged on the Aircraft during the preceding month with each monthly payment of Additional Rental. A final payment of Additional Rental shall be paid upon the termination of this Lease for the flight time logged in the last month of the Lease, unless LESSEE shall exercise its option to purchase the Aircraft as provided herein, in which case no such final payment of Additional Rental shall be made. Additional Rentals shall be accounted for and applied as provided in Article 9 below.

6 LIMITATION ON FLIGHT TIME LESSEE agrees to pay \$250.00 for each flight hour that the Aircraft is flown in excess of 600 hours during each twelve (12) month period during the term of this Lease (each a "Lease Year"). The first Lease Year shall commence with the Delivery Date. LESSEE shall pay OWNER a proportional amount for any partial Lease Year during the term of this Lease. LESSEE shall make a certification on a form acceptable to OWNER of the hours flown by the Aircraft during each Lease Year or part thereof, and shall, within 30 days of the end of such Lease Year or part thereof, pay OWNER any amounts due hereunder.

7 INTENTIONALLY OMITTED

8 OPTION TO PURCHASE OWNER hereby grants LESSEE an option to purchase the Aircraft which may only be exercised on the 12th, 24th, 36th, 48th, 60th, 72nd, or 84th Monthly Rental Payment Date, or on the last day of the term of this Lease. This option to purchase may be exercised only upon not less than ninety (90) days' prior written notice to OWNER and only if all amounts due hereunder have been timely paid. In the event this option is exercised, LESSEE shall, on or before the date of purchase (the "Purchase Date"), pay OWNER the Stipulated Loss Value of the Aircraft as specified on Annex B to this Lease for the Purchase Date, and all other sums then due under this Lease (with appropriate credit for Additional Rentals as provided herein). In addition, LESSEE shall reimburse OWNER for all expenses incurred in connection with the exercise of this option to purchase, including attorneys' fees. OWNER, upon such payment, shall transfer the Aircraft to LESSEE, AS IS, WHERE IS, with no warranties, express or implied, provided, however that OWNER shall warrant title to the Aircraft and that the Aircraft is free and clear of all liens and encumbrances, except liens and encumbrances resulting from the acts or omissions of LESSEE. LESSEE shall continue to pay the Regular Monthly Rental Payments and all other sums due under this Lease as the same become due until receipt by OWNER of all sums due under this purchase option.

9 ACCOUNTING FOR AND APPLICATION OF ADDITIONAL RENTALS It is the intention of the parties hereto that LESSEE shall be responsible for all repairs and maintenance of the Aircraft (including any major overhauls that may be necessary) during the term of this Lease. The Additional Rentals have been calculated to amortize the anticipated cost of the manufacturers' recommended schedule of major engine overhauls, engine hot-section inspections (excluding discrepancies discovered by said inspections), which cost includes labor at the normal hourly rate, exclusive of premiums for overtime, weekends, holidays or the like (hereinafter a "Reserve Overhaul"). If a Reserve Overhaul is conducted and the same shall result in the restarting of the time allowed between such Reserve Overhauls by the manufacturers' recommended schedule, the Additional Rentals paid by LESSEE to the date of such Reserve

Overhaul shall be applied to the reasonable cost of the same, provided, however, that no Additional Rentals shall be applied (a) to expenses caused, in OWNER'S sole opinion, by LESSEE'S misuse, abuse, or negligence, (b) to labor cost premiums for overtime, weekends, holidays or the like, (c), in the case of parts which are, in the sole opinion of OWNER, reparable, to any costs in excess of the cost of repair or (d) for the cost of any rental engine, payment of which expenses, premiums, and costs shall be the sole responsibility of LESSEE. LESSEE shall be responsible for and pay the cost of any Reserve Overhaul to the extent that such cost exceeds the balance of Additional Rentals available to cover the cost of such Reserve Overhaul as provided above. Additional Rentals shall not be available to defray the cost of maintenance and repairs that are not Reserve Overhauls or to defray the cost of Reserve Overhauls that do not result in the restarting of the time allowed between such Reserve Overhauls by the manufacturers' recommended schedule, which costs shall be the sole responsibility of LESSEE as provided in Article 13, subparagraph (c). If LESSEE exercises its option to purchase the Aircraft as provided in Article 8, or if OWNER is paid in full as a result of a total loss, the unapplied balance of Additional Rentals, if any, shall be applied to all sums then payable to OWNER by LESSEE. In the event OWNER takes possession of the Aircraft pursuant to Article 16, the unapplied balance of Additional Rentals, if any, shall be retained by OWNER in addition to all other sums payable to OWNER by LESSEE pursuant to this Lease.

10 INSURANCE LESSEE shall, at LESSEE'S expense, secure and maintain in effect throughout the term of this Lease, as a minimum, insurance coverage on the Aircraft as follows

- (a) Bodily Injury Liability--\)
Including Passengers) \$25,000,000
) Single Limit
- (b) Property Damage Liability)
- (c) Hull Insurance--Hull insurance shall be in an amount at all times that is not less than the greater of the Aircraft's Stipulated Loss Value at the beginning of each policy period or its fair market value. The Aircraft's fair market value shall be determined by reference to its "Average Retail" value as published in the then current Aircraft Bluebook Price Digest, which is currently published quarterly by Intertec Publishing Corporation. If at any time during this Lease the Aircraft Bluebook Price Digest is not published on at least a quarterly basis, reference shall be made to any similar publication designated by OWNER.

All insurance shall be written in the name of OWNER and LESSEE and shall name OWNER as loss payee. Hull insurance shall be all risk ground and flight, include a breach of warranty endorsement in favor of OWNER, provide for 30 days' prior written notice to OWNER of cancellation and provide coverage for foreign object damage. All insurance shall be written in insurance companies and with terms (including, but not limited to, maximum deductibles) acceptable to OWNER.

LESSEE shall furnish OWNER copies of all hull and liability insurance policies and all endorsements and attachments thereto, whether the insurance is purchased at the beginning or during the term of the Lease. LESSEE shall furnish OWNER evidence that required insurance has been secured prior to the delivery of the Aircraft.

11 RISK OF LOSS All risks of loss or damage to the Aircraft, from whatever cause, are hereby assumed by LESSEE. It is the intent of the parties that this Article 11 be construed in all events so that OWNER shall be paid in full for every loss, charge or expense it suffers or incurs in connection with any loss, damage, destruction, seizure, condemnation, confiscation or taking of the Aircraft, whether partial or total. Upon the occurrence of any such event, LESSEE shall promptly report the same to the insurance company, OWNER and all applicable federal, state, and other governmental agencies, shall furnish such information and execute such documents as may be required for OWNER to make claim under the applicable insurance policies, and shall, in the case of any seizure, condemnation, confiscation or taking, take all necessary action to secure release of the Aircraft and the rights and liabilities of the parties shall be as follows

- (a) In the event the Aircraft is lost or damaged beyond repair or seized, condemned, confiscated or in any manner taken by the Government of the United States or any foreign government or any political subdivision thereof or any agencies of any such governments or political subdivisions, or by any terrorist or terrorist group

or by any other party, person or persons whatsoever, LESSEE shall, on the earlier of ten (10) days after any payment by the insurance company of any claim made in respect of any such loss or other event or ninety (90) days after the date of any such loss or other event, pay OWNER an amount equal to the Stipulated Loss Value of the Aircraft on the date of such payment by LESSEE to OWNER as determined by reference to Annex B to this Lease, plus all other sums due hereunder, less the amount of any proceeds of insurance received by OWNER in respect of such loss or other event. LESSEE shall continue to pay the Regular Monthly Rental Payments and all other sums due hereunder as the same become due until receipt by OWNER of payment from the insurance company and LESSEE as set forth above. Upon receipt by OWNER of all payments from the insurance company and LESSEE as above set forth, this Lease shall end. In the event the term of this Lease and any extensions thereof, should expire before receipt by OWNER of payment from the insurance company and LESSEE as set forth above, LESSEE shall pay OWNER the additional sum of \$1,375 00 per day for each day which elapses between the date the lease term expires and the date upon which OWNER receives payment from the insurance company and LESSEE as set forth above. In the event of full payment by LESSEE prior to OWNER's receipt of any insurance proceeds, OWNER will assign to LESSEE all claims it may have against the insurance company under the insurance policy and, in the case of any such seizure, condemnation, confiscation or taking, will transfer to LESSEE its interest in the Aircraft AS IS, WHERE IS, with no warranties, express or implied.

(b) If the Aircraft is only partially damaged, this Lease shall remain in full force and effect and LESSEE shall at its cost and expense, repair the Aircraft so as to place it as nearly as possible in the same condition as it was before the damage. To the extent such damage is covered by the heretofore described insurance, OWNER, upon receiving from LESSEE such information and such documents as may be required, shall make claim under the insurance policy and shall promptly reimburse LESSEE for the cost of repairing the Aircraft to the full extent of, but not more than, the net amount of any insurance recovery actually received, provided, however, that no such payment shall be made if LESSEE has not paid all amounts then owing hereunder and the payment shall not be made until the repairs have been approved by OWNER or its designees. During the period the Aircraft is being repaired, LESSEE shall continue to pay the Regular Monthly Rental Payments and all other sums due hereunder as they become due. In the event the term of this Lease and any extensions thereof, should expire before the repairs are completed, LESSEE shall pay OWNER the additional sum of \$1,366 67 per day for each day which elapses between the date the lease term expires and the date upon which the repairs are completed. If payment for the damage to the Aircraft is not made to OWNER by the insurance company LESSEE shall be obligated to repair the Aircraft at its sole cost and expense and OWNER will thereafter assign to LESSEE all claims it may have against the insurance company for the damages to the Aircraft.

12 INSIGNIA LESSEE may affix to the Aircraft any proper advertisement or insignia designed by LESSEE to indicate the same is being used in the business of LESSEE. At the expiration or termination of this Lease, LESSEE agrees at its expense to remove such advertisement or insignia and to restore the paint of the Aircraft so as to put it as nearly as possible in the same condition as it was at the time of delivery. Failure of LESSEE to so remove such advertisement or insignia shall make LESSEE liable to OWNER for the cost of such removal, which cost LESSEE agrees to pay to OWNER forthwith upon demand.

13 LESSEE COVENANTS LESSEE covenants and agrees

(a) to obtain all licenses and registrations (except Federal Aviation Administration Registrations) required by law, in the name of OWNER, to pay all taxes, assessments, licenses and other fees and charges imposed by any national, state, or municipal government or other public or airport authority of any nature whatsoever on this Lease, on OWNER's purchase of the Aircraft for lease to LESSEE hereunder, any payments hereunder, on the Aircraft or on its use during the term of this Lease (including penalties and interest) whether the same be payable by or assessed to OWNER or LESSEE and whether assessed during the term or after the expiration or cancellation of this Lease, and to save OWNER free and harmless therefrom or, if under local law or custom payment therefore may be made only by OWNER, to reimburse OWNER upon demand for any such payments made by OWNER, to file any returns or reports in connection with the foregoing required of either OWNER or LESSEE except when OWNER makes payment as aforesaid,

(b) that the Aircraft will be used and operated (1) in accordance with the operating instructions of the

manufacturers (2) in conformity with all laws, ordinances, rules and regulations, national, state, municipal or otherwise, now existing or hereafter enacted, controlling or in any way affecting the operation, use or possession of the Aircraft or the use of any airport premises by the Aircraft, and (3) only in compliance with the conditions and limitations set forth in the applications for or policies of insurance made or issued pursuant to the terms of this Lease and the Aircraft shall not be used and operated for any purpose or in any manner or area which is excluded or prohibited by said insurance policies,

(c) at LESSEE'S expense, to (1) keep the Aircraft enrolled and participating at all times in the manufacturer's CESCOP Maintenance Monitoring System, (2) maintain and keep the Aircraft in good order and repair and completely airworthy, which shall include, but shall not be limited to, maintenance and repair in accordance with the requirements of the Federal Aviation Administration and the manufacturers' recommendations, and (3) replace within a reasonable time any and all parts or equipment, including engines, which may be worn out, lost, destroyed, confiscated or otherwise rendered unsatisfactory or unavailable for use in or on the Aircraft, which replacements shall be in good operating condition and have a value, utility, and quality at least equal to the property replaced if such property were in good operating condition and be free and clear of all liens and encumbrances, it being understood that for so long (and for only so long) as LESSEE shall not be in default hereunder and no event shall have occurred that would become an event of default hereunder with the passage of time, LESSEE shall be entitled to exercise OWNER'S rights and privileges under the warranties of the manufacturers of the Aircraft, the terms of which warranties are known and understood by LESSEE, and that, except in case of emergencies, all repairs and maintenance shall be performed at service facilities approved by The Cessna Aircraft Company for the model of aircraft covered by this Lease,

(d) subject to the provisions of Article 9, at LESSEE'S expense (1) to cause all inspections and all major overhauls on the Aircraft and its engines to be performed as required by the Federal Aviation Administration and as recommended by the manufacturers, (2) to comply with all directives and requirements of the Federal Aviation Administration or any other governmental authority pertaining to the Aircraft, and (3) to comply with the manufacturers' service letters and bulletins applicable to the Aircraft,

(e) that LESSEE shall not make any alterations or modifications to the Aircraft or install any additional equipment or any rental engine therein without the prior written consent of OWNER or install any rental engine thereon without prior written notice to OWNER, that unless otherwise agreed in writing prior to installation, all additional equipment installed in the Aircraft shall become the property of OWNER forthwith, be included in the definition of the Aircraft and subject to all of the terms and conditions of this Lease,

(f) that neither this Lease nor LESSEE'S rights hereunder shall be assignable by LESSEE nor shall the Aircraft be subleased or loaned without the prior written consent of OWNER and LESSEE will not permit any charge, lien, or encumbrance of any nature to be placed or to remain upon the Aircraft,

(g) to inspect the Aircraft upon receipt and furnish OWNER a delivery and acceptance receipt, upon acceptance it shall be conclusively presumed that LESSEE accepted the Aircraft in its then condition and that it has been found by LESSEE to be in good, safe and serviceable condition and fit for LESSEE'S intended use, to permit OWNER and its designees at all reasonable times to inspect the Aircraft to determine the condition thereof and to ascertain whether or not LESSEE is performing its agreements relative to proper care and maintenance of the Aircraft, and to furnish any information with respect to the Aircraft and its use and maintenance that OWNER may reasonably request,

(h) to be liable to OWNER for and indemnify OWNER against any and all damage to the Aircraft which occurs in any manner from any cause or causes during the term of this Lease or until the re-delivery of the Aircraft to OWNER, except to the extent that OWNER shall be promptly paid for such damage pursuant to the heretofore described insurance, and to indemnify and save OWNER harmless from and against any and all claims, costs, expenses, demands, liabilities, penalties, fines, and forfeitures of any nature whatsoever which may be asserted against OWNER or the Aircraft or incurred by OWNER arising out of or in any manner occasioned by LESSEE'S use, operation or maintenance of the Aircraft during the term of this Lease or until re-delivery of the Aircraft to OWNER and that this covenant of indemnity shall survive the expiration, cancellation or termination of this Lease,

(i) to maintain all records, logs, and other materials required by the Federal Aviation Administration

or any other governmental authority to be maintained in respect of the Aircraft, to make the same available at all reasonable times for inspection by OWNER and at the expiration or termination of this Lease to deliver such materials to OWNER,

(j) to permit the Aircraft to be operated only by a pilot having completed a training course approved by The Cessna Aircraft Company for the operation of the type of aircraft covered by this Lease, and having a current certificate as required by the Federal Aviation Administration and who meets the minimum requirements of the heretofore described insurance policies, certificates or applications,

(k) to pay for all fuel, oil and other consumables for operation of the Aircraft,

(l) to maintain a hangar facility for storage of the Aircraft at the airport identified in accordance with Article 3

14 RETURN OF AIRCRAFT At the termination of this Lease, however caused, LESSEE shall deliver possession of the Aircraft to OWNER at Wichita, Kansas, or at another mutually acceptable location, in the same condition and appearance as when delivered to LESSEE, excepting only normal wear, with all systems operating normally, a current U S Airworthiness Certificate, and with no open mandatory service bulletins, service letters, manufacturers' directives or airworthiness directives. In the event the Aircraft is not returned to OWNER in compliance with the foregoing return requirement, LESSEE shall pay OWNER the amount necessary to put the Aircraft in such condition, plus daily rent of \$1,375 00 per day until OWNER is able (with the exercise of due diligence) to put the Aircraft into such condition.

15 LESSEE REPRESENTATIONS AND WARRANTIES LESSEE hereby represents and warrants to OWNER that on the date hereof and at all times during the term hereof

(a) LESSEE has adequate power and capacity to enter into, and perform under, this Lease and all related documents (together, the "Documents") and is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction where the Aircraft is to be based.

(b) The Documents have been duly authorized, executed and delivered by LESSEE and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws.

(c) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by LESSEE of the Documents except such as have already been obtained.

(d) The entry into and performance by LESSEE of the Documents will not (i) violate any judgment, order, law or regulation applicable to LESSEE or any provision of LESSEE's Certificate of Incorporation or Bylaws, Partnership Agreement or similar document, or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon the Aircraft pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Lease) to which LESSEE is a party.

(e) There are no suits or proceedings, pending or threatened, in court or before any commission, board or other administrative agency against or affecting LESSEE, which would have a material adverse effect on the ability of LESSEE to fulfill its obligations under this Lease, except as disclosed in LESSEE's annual reports and SEC filings.

(f) Each Balance Sheet and Statement of Income and all other financial information delivered to OWNER has been prepared in accordance with generally accepted accounting principles, and since the date of the most recent such Balance Sheet, Statement of Income and financial information, there has been no material adverse change, except as disclosed in LESSEE's annual reports and SEC filings.

(g) If LESSEE is a corporation, LESSEE is and will be at all times validly existing and in good

standing under the laws of the State of its incorporation and will continue to be a "Citizen of the United States" within the meaning of the Federal Aviation Act of 1958, as amended

(h) LESSEE has selected the Aircraft, manufacturer and vendor thereof, and approves of all maintenance facilities required hereby

16 **DEFAULT BY LESSEE** In the event LESSEE fails to repair and maintain the Aircraft, discharge all liens, secure all licenses or registrations, pay all taxes, assessments, licenses, and other fees or charges, pay all costs and expenses to be paid by LESSEE, procure and maintain insurance, all as above provided, or to perform any of the other covenants or obligations of LESSEE, OWNER at its option, may do so, and all advances and expenses incurred by OWNER in connection therewith shall be repaid by LESSEE to OWNER upon demand, together with interest thereon at the highest applicable rate allowed by law [but not more than one and one-half percent (1-1/2%) per month or fraction thereof] until paid. OWNER may enter upon the premises where the Aircraft is located for purpose of inspection, and may remove the Aircraft forthwith, without notice to LESSEE, if, in the opinion of OWNER, the Aircraft is being improperly used or maintained

If LESSEE shall fail to make any Regular Monthly Rental Payment or to pay any other amounts payable hereunder when the same are due and payable and such failure continues for a period of fifteen (15) days after OWNER has provided LESSEE notice thereof, or if LESSEE should default in the performance of any of the other terms, conditions, or covenants to be performed by LESSEE hereunder or under any other contracts or agreements between LESSEE and OWNER at any time and any such default continues for a period of fifteen (15) days after OWNER has provided LESSEE notice thereof (provided that LESSEE shall not be entitled to such notice and right to cure with respect to the defaults listed below in this paragraph), or if the insurance required to be maintained hereunder shall expire or be canceled and LESSEE shall fail to replace such insurance, or if the Aircraft shall be misused or abandoned, or if LESSEE shall become insolvent, commit any act of bankruptcy or if bankruptcy proceedings are begun by or against LESSEE and not dismissed within sixty (60) days thereafter, or if a receiver is appointed for LESSEE, or if for any reason OWNER shall in good faith deem said Aircraft or itself insecure, then OWNER, at its option, and in addition to and without prejudice to any other remedies, may take possession of and remove the Aircraft, with or without notice to LESSEE, and with or without legal proceedings, and in removing the Aircraft, OWNER may, if permitted by law, use any of LESSEE'S licenses in respect to the Aircraft and OWNER may thereupon terminate this Lease

Upon such termination, LESSEE shall be liable to OWNER and shall forthwith pay OWNER, the full amount of OWNER's damages caused by LESSEE's default(s). LESSEE shall also pay any and all costs and expenses incurred by OWNER in the repossession of the Aircraft, including, but not limited to, court costs and attorneys' fees, where allowed by law, and transportation and storage expenses, plus all reasonable costs and expenses required to refurbish or repair the Aircraft to bring it into compliance with the return requirements set forth in Article 14 hereof. In addition, LESSEE shall forthwith pay OWNER all other sums due under other provisions of this Lease, including, but not limited to, past due Regular Monthly Rental Payments, Additional Rentals, and late payment fees

17 **NO REPRESENTATIONS** Time is of the essence of this Lease. No representations, warranties, promises, guarantees, covenants or agreements, oral or written, expressed or implied, have been made by either party with respect to this Lease or the Aircraft, except as expressly provided herein

18 **MISCELLANEOUS** This Agreement is, and is intended to be, a lease, and LESSEE does not acquire any right, title or interest whatsoever, legal or equitable, in the Aircraft except its interest as LESSEE hereunder as expressed herein. Though LESSEE herewith acknowledges and agrees that its only interest in the Aircraft is that of a lessee hereunder and that it does not acquire any other right, title or interest whatsoever, legal or equitable, in the Aircraft, LESSEE hereby grants OWNER a lien and security interest in all of LESSEE'S interest in the Aircraft of whatever nature or description that LESSEE may hereby or otherwise acquire, legal or equitable, and in all proceeds thereof, to secure all of LESSEE'S obligations hereunder and under any other agreement with OWNER. OWNER covenants that if LESSEE is not in default under this Lease as described herein, LESSEE shall peacefully and quietly hold, possess and use the Aircraft during the entire Lease term, free from any interference or hindrance. In the event LESSEE requests OWNER'S consent pursuant to any of the provisions of this Lease, such consent will not unreasonably withheld or delayed by OWNER. Rentals hereunder shall not abate during the term hereof because LESSEE'S right to possession of the Aircraft

has terminated, or for any other reason, unless LESSEE elects to exercise the Option to Purchase as set forth in Article 8

LESSEE shall at no time during this Lease for any purpose whatsoever be or become the agent of OWNER, and OWNER shall not be responsible for the acts and omissions of LESSEE or LESSEE'S agents. OWNER's rights and remedies with respect to any term and condition of the Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in favor of OWNER under any applicable law. If any provisions of this Lease are invalid or cannot be enforced for any reason, the remainder of this Lease will stay in full force and effect. Any provisions of this Lease that are contrary to applicable law will be considered to be modified to the extent required to conform with the law, if possible, and otherwise omitted from this Lease. OWNER's failure to enforce strictly any provisions of this Lease shall not be construed as a waiver thereof. All notices shall be effective and binding on the parties hereto upon actual delivery or when deposited in the United States mail with first class postage prepaid and properly addressed to the address of the party set forth herein. OWNER may assign its rights under this Lease and when so assigned, this Lease shall be free from any charges, claims, or defenses whatsoever which LESSEE may have against OWNER. Nothing in the preceding sentence shall be construed to limit any such assignee's obligations under Article 8 hereof, including, without limitation, the warranty of title contained therein, or under the preceding paragraph of this Article 18, including, without limitation, the covenant of quiet enjoyment contained therein. All payments or other money due hereunder shall be paid by LESSEE to such assignee without recoupment, setoff or counterclaim, either in law or in equity. This Lease, which, together with the referenced Annexes, constitutes the entire agreement between the parties, shall be binding on the heirs, executors, administrators, successors and assigns of LESSEE and inure to the benefit of OWNER'S successors and assigns. Except as elsewhere herein provided, any change or modification to this Lease shall be in writing and signed by the parties hereto. **THIS LEASE IS A KANSAS CONTRACT AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS**

19 FAIR MARKET VALUE OF AIRCRAFT Unless the language of any provision in this Lease shall expressly provide otherwise, all references to the Aircraft's "fair market value" for any purpose hereunder shall mean the fair market value of the Aircraft assuming that it is brought into compliance with the return requirements specified in Article 14 of this Lease

20 NO OWNER WARRANTIES, LIMITATION OF LIABILITY, LESSEE WAIVERS

(a) LESSEE acknowledges and agrees that the Aircraft is a used Aircraft and that LESSEE is leasing the Aircraft "as is" and "with all faults." OWNER makes no warranties whatsoever concerning the Aircraft express or implied, that extend beyond those set forth on the face of this Lease, whether of merchantability, description, durability, fitness for a particular use or purpose or otherwise, all such warranties being hereby expressly disclaimed. OWNER has not authorized any third party, including without limitation, The Cessna Aircraft Company, its officers, agents or employees, to make any representations, warranties, promises, guarantees, covenants or agreements, oral or written, concerning the Aircraft or this Lease on OWNER'S behalf, and LESSEE acknowledges and agrees that no such third party is the agent of OWNER and that OWNER shall not be bound by any such purported representations, warranties, promises, guarantees, covenants or agreements.

(b) OWNER shall have no liability to LESSEE for any claim, loss or damage caused or alleged to have been caused, directly or indirectly, by the Aircraft or the use thereof, whether such damages or alleged damages are general, special, consequential, incidental or otherwise, whether such liability or alleged liability arises or is alleged to arise out of any design, manufacturing or other defect, latent or patent, improper maintenance, strict liability, crashworthiness, or any other statutory or common law theory of liability whatsoever.

(c) LESSEE'S obligation to pay rent and all other amounts due hereunder shall be absolute and unconditional, except to the extent expressly limited herein. LESSEE expressly acknowledges, represents and agrees that in negotiating and agreeing to the terms and conditions of this Lease, it has dealt and has intended to deal, exclusively with OWNER as the only contracting party other than LESSEE. LESSEE further expressly acknowledges, represents and agrees, however, that it has not sought or received any advice or recommendation from OWNER (or relied upon OWNER in any way whatsoever) concerning the airworthiness condition, merchantability or suitability of the Aircraft for any particular use or purpose, or in connection with the

selection, inspection or acceptance of the Aircraft for lease pursuant hereto In consideration of this Lease, LESSEE completely waives and surrenders the right to pursue or to interpose any claim or defense against OWNER, in law or in equity (including, without limitation, any right to recoupment, setoff or counterclaim), based upon the airworthiness, merchantability, condition or suitability of the Aircraft for any particular use or purpose, or upon allegations that OWNER is so closely or intimately connected with the manufacturers or prior OWNER(S) of the Aircraft or with any other third party whatsoever that OWNER knew or had reason to know of facts about the Aircraft (or about LESSEE'S dealings with such manufacturers, prior OWNER(S) or third parties, or about their general business practices) that would support a claim, counterclaim or defense by LESSEE against such manufacturers, prior OWNER(S) or third parties

(d) The laws of some states do not permit certain disclaimers or limitations of warranties or remedies In the event any such law applies, the foregoing disclaimers and limitations are amended insofar, and only insofar, as required by said laws

(e) Each of the terms conditions, representations and agreements contained in this Article 19 have been pointed out to LESSEE LESSEE has read and understands this Article 20

21 TRUTH-IN-LEASING

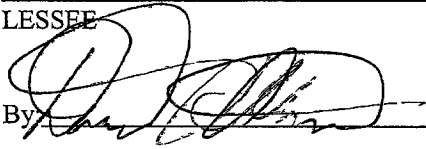
(a) THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION REGULATIONS DURING THE TWELVE (12) MONTHS PRIOR TO THE EXECUTION OF THIS LEASE OWNER AND LESSEE CERTIFY THAT THE AIRCRAFT PRESENTLY COMPLIES WITH THE APPLICABLE MAINTENANCE AND INSPECTION REQUIREMENTS OF PART 91 OF THE FEDERAL AVIATION REGULATIONS

(b) LESSEE CERTIFIES THAT LESSEE, AND NOT OWNER, IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT UNDER THIS LEASE DURING THE TERM HEREOF LESSEE FURTHER CERTIFIES THAT LESSEE UNDERSTANDS ITS RESPONSIBILITY FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS

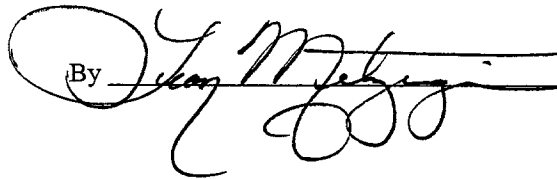
(c) LESSEE CERTIFIES THAT THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION REGULATIONS FOR OPERATIONS TO BE CONDUCTED UNDER THIS LEASE LESSEE UNDERSTANDS THAT AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE

IN WITNESS WHEREOF, this Lease has been finally executed at Wichita, Kansas, as of the day and year first above written in triplicate originals, one executed copy of which was delivered to LESSEE, the receipt of which is hereby acknowledged

FLEMING COMPANIES, INC
LESSEE

By  SR VP
Title

CESSNA FINANCE CORPORATION

By  President
Title

ANNEX A TO AIRCRAFT LEASE

No 99-P1063

Equipment List

Cessna Model 560
Serial 560-0127
Registration N127VP

EXTERIOR	Overall Matterhorn White with Ruby, Gold, Burgundy, and Maroon Stripes	
INTERIOR	Seats are Beige Leather, Carpeting is a Natural Beige Tweed, Window Reveals are Beige with a Subtle Pattern, Plating is Satin Almond Gold, and Woodwork is Crown Cherry Laminate	
SEATING	Seven Passenger Seats in a Center Club Configuration Four Executive Tables, Storage Drawers under 4 Seats, Aft Coat Rod and LH Refreshment Center Aft Lavatory w/Sliding Doors and Flushing Belted Potty Seat for Eighth Passenger	
AVIONICS	Flight Director, 5-Tube 5x5" EFIS Auto Pilot Communication (VHF) Transceivers (dual) Navigation (VHF) Receivers (dual) Automatic Direction Finder Distance Measuring Equipment (dual) ATC Transponder (dual) High Frequency Communications (provisions for portable unit only) Radio Magnetic Indicator (dual) Encoding Altimeter (dual) Radio Altimeter Color Radar, Stabilized Flight Management System (w/enroute GPS) In-Flight Radio Telephone Cockpit Voice Recorder Emergency Locator Transmitter TCAD	Honeywell SPZ 500 Honeywell SPZ 500 Collins VHF-22A Collins VIR-32 Collins ADF-462 Collins DME-42 Collins TDR-90 Strap Down Unit Collins RMI 36 Honeywell SPZ 500 Collins ALT-55B Honeywell Primus 870 Universal UNS-1B Wulfsberg Flitefone 800 Universal Dorne-Margolin B F Goodrich Skywatch

INSTALLED EQUIPMENT

Thrust Reversers, Freon Air Conditioning, AOA, Heads up Checklist with PAX Briefing, Pulse Lighting System, Foxtronics Ramp Guard Security System

ANNEX B TO AIRCRAFT LEASE

No 99-P1063

Schedule of Stipulated Loss Values

Cessna Model 560
 Serial 560-0127
 Registration N127VP

The Stipulated Loss Value is expressed as a percentage of the Total Aircraft Price of \$5,000,000

Regular Monthly Number Percentage	Rental Payment Number	Regular Monthly Percentage	Rental Payment
1	100 58309	43	90 36282
2	100 47116	44	89 99227
3	100 35617	45	89 61745
4	100 23810	46	89 23693
5	100 09983	47	88 85210
6	99 95838	48	88 46292
7	99 79661	49	88 26953
8	99 63155	50	87 87176
9	99 46318	51	87 46959
10	99 27437	52	87 06300
11	99 08213	53	86 65513
12	98 88647	54	86 24282
13	98 87178	55	85 82921
14	98 65355	56	85 41112
15	98 43177	57	84 98854
16	98 20641	58	84 56461
17	97 97017	59	84 13616
18	97 73028	60	83 70316
19	97 47943	61	83 26876
20	97 22488	62	82 82979
21	96 96659	63	82 38623
22	96 69727	64	81 93805
23	96 42414	65	81 49282
24	96 14720	66	81 04297
25	96 06069	67	80 59606
26	95 77029	68	80 14453
27	95 47600	69	79 68833
28	95 17780	70	79 23506
29	94 87426	71	78 77712
30	94 56676	72	78 31450
31	94 25388	73	77 85476
32	93 93700	74	77 39034
33	93 61610	75	76 92119
34	93 28975	76	76 44731
35	92 95934	77	75 97627
36	92 62484	78	75 50047
37	92 48639	79	75 02751
38	92 14382	80	74 54978
39	91 79711	81	74 06728
40	91 44624	82	73 58757
41	91 08978	83	73 10308
42	90 72912	84	72 61378
		85	72 12723

On the last day of the lease, the Stipulated Loss Value is 71.35% of the Aircraft Price

NNEX C TO AIRCRAFT LEASE

No 99-P1063

Cessna Model 560
Serial 560-0127
Registration N127VP

As consideration for the lease of the Aircraft, LESSEE agrees to pay OWNER aggregate rentals of \$3,506,250.00 in regular monthly rental payments (hereinafter "Regular Monthly Rental Payments"), as follows eighty-five (85) Regular Monthly Rental Payments of \$41,250.00. The first Regular Monthly Rental Payment shall be paid to OWNER on the Delivery Date and each subsequent Regular Monthly Rental Payment shall be due and payable to OWNER on or before the same day of each succeeding month (hereinafter "Monthly Rental Payment Date") during the lease term. All payments shall be payable to Cessna Finance Corporation, 220 W Douglas, Suite 300, P O Box 308, Wichita, Kansas 67202-0308, unless otherwise directed. Any late rental payments shall be subject to a late payment fee of one and one-half percent (1-1/2%) of the amount of the late rental payment per month or fraction thereof.

CESSNA FINANCE CORPORATION

DELIVERY AND ACCEPTANCE RECEIPT

The undersigned LESSEE under Lease No 99-P1063 dated as of December 23,
1999 covering the following described aircraft

<u>560</u>	<u>560-0127</u>	<u>N127VP</u>
Cessna Model	Serial No	FAA Reg No

acknowledges that it has inspected the above-described aircraft, has found it to be in accordance with terms of said Lease, and accepts delivery of it in accordance with and on the terms and conditions stated in said Lease. The above-described aircraft shows a total of 3,642.5 accumulated flight hours at the time of delivery and acceptance. This is the Delivery and Acceptance Receipt referred to in Article 13, Subparagraph (g) of the said Lease.

Dated this 31st day of December, 1999

FLEMING COMPANIES, INC

By  _____ SR VP
Signature Title

))

AMENDMENT #1 TO AIRCRAFT LEASE

July 31, 2001

99-P1063

This Amendment #1 to that certain Cessna Finance Corporation Aircraft Lease (the "Lease") dated December 23, 1999, by and between Fleming Companies Inc., ("LESSEE") and Cessna Finance Corporation ("OWNER") which Lease was recorded by the Federal Aviation Administration (the "FAA") on March 3, 2000, as Conveyance Number H99320, and which Lease covers the following described Aircraft

Cessna Model	<u>560</u>
Serial No	<u>560-0127</u>
Reg No	<u>N127VP</u>
Engine(s) Make & Model	<u>Pratt & Whitney JT15D-5A</u>
Serial No LH	<u>PCE108265</u>
Serial No RH	<u>PCE108264</u>

is entered into by LESSEE and OWNER as of the date set forth above. The LESSEE has requested additional financing of \$204,655.00 for the installation of Avionics. The parties now desire to modify the Lease and, therefore, it is agreed that the Lease is hereby amended as set forth below:

- (1) Annex A is hereby deleted in its entirety and replaced with the Annex A attached hereto
- (2) Annex B is hereby deleted in its entirety and replaced with the Annex B attached hereto
- (3) Annex C is hereby deleted in its entirety and replaced with the Annex C attached hereto

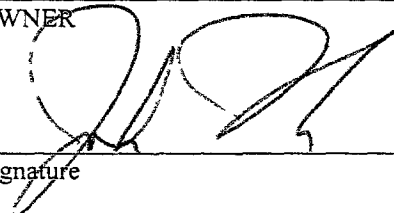
THE LEASE, AS AMENDED, AND THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS. Except as herein amended, the lease shall remain in full force and effect and, as modified and amended, the lease is hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Aircraft Lease in triplicate originals as of the day and year first above written.

Fleming Companies, Inc.
LESSEE


Signature Scott M. Northcutt EVP Human Resources
Title

CESSNA FINANCE CORPORATION
OWNER


Signature _____ Senior VP
Title Domestic Sales & Marketing

ANNEX A TO AIRCRAFT LEASE

No 99-P1063

Equipment List

Cessna Model 560
 Serial 560-0127
 Registration N127VP

EXTERIOR	Overall Matterhorn White with Ruby, Gold, Burgundy, and Maroon Stripes	
INTERIOR	Seats are Beige Leather, Carpeting is a Natural Beige Tweed, Window Reveals are Beige with a Subtle Pattern, Plating is Satin Almond Gold, and Woodwork is Crown Cherry Laminate	
SEATING	Seven Passenger Seats in a Center Club Configuration Four Executive Tables, Storage Drawers under 4 Seats, Aft Coat Rod and LH Refreshment Center Aft Lavatory w/Sliding Doors and Flushing Belted Potty Seat for Eighth Passenger	
AVIONICS	Flight Director, 5-Tube 5x5" EFIS Auto Pilot Communication (VHF) Transceivers (dual) Navigation (VHF) Receivers (dual) Automatic Direction Finder Distance Measuring Equipment (dual) ATC Transponder (dual) High Frequency Communications (provisions for portable unit only) Radio Magnetic Indicator (dual) Encoding Altimeter (dual) Radio Altimeter Color Radar, Stabilized Flight Management System (w/enroute GPS) In-Flight Radio Telephone Cockpit Voice Recorder Emergency Locator Transmitter TCAD CAS 67A TCAS II	Honeywell SPZ 500 Honeywell SPZ 500 Collins VHF-22A Collins VIR-32 Collins ADF-462 Collins DME-42 Collins TDR-90 Strap Down Unit Collins RMI 36 Honeywell SPZ 500 Collins ALT-55B Honeywell Primus 870 Universal UNS-1B Wulfsberg Flitefone 800 Universal Dorne-Margolin B F Goodrich Skywatch
INSTALLED EQUIPMENT	Thrust Reversers, Freon Air Conditioning, AOA, Heads up Checklist with PAX Briefing, Pulse Lighting System, Foxtronics Ramp Guard Security System	

ANNEX B TO AIRCRAFT LEASE

No 99-P1063

Schedule of Stipulated Loss Values

Cessna Model 560
 Serial 560-0127
 Registration N127VP

The Stipulated Loss Value is expressed as a percentage of the Total Aircraft Price of \$5,000,000.

Regular Monthly Rental Payment Number	Percentage	Regular Monthly Rental Payment Number	Percentage
12-31-01-1	100 0000	43	94 2802
1/10-02-2	100 5831	44	93 8856
3	100 4712	45	93 4864
4	100 3562	46	93 0826
5	100 2381	47	92 6728
6	100 0998	48	92 2583
7	99 9584	49	91 8391
8	99 7966	50	91 6154
9	99 6316	51	91 1869
10	99 4632	52	90 7538
11	99 7744	53	90 3159
12	99 0821	54	89 8766
13	98 8865	55	89 4325
14	98 8718	56	88 9869
15	98 6536	57	88 5365
16	98 4318	58	88 0813
17	98 2064	59	87 6246
18	97 9698	60	87 1631
19	97 7295	61	86 6966
20	101 5709	62	86 2286
21	101 2973	63	85 7557
22	101 0198	64	85 2779
23	100 7306	65	84 7951
24	100 4373	66	84 3151
25	100 1399	67	83 8302
1/10-26	100 0324	68	83 3479
27	99 7207	69	82 8608
28	99 4048	70	82 3686
29	99 0848	71	81 8791
30	98 7587	72	81 3847
31	98 4283	73	80 8852
32	98 0918	74	80 3884
33	97 7509	75	79 8866
34	97 4058	76	79 3798
35	97 0545	77	78 8678
36	96 6988	78	78 3587
37	96 3387	79	77 8444
1/03-38	96 1739	80	77 3330
39	95 8046	81	76 8164
40	95 4310	82	76 2948
41	95 0529	83	75 7758
42	94 6688	84	75 2518
		85	74 7226

On the last day of the lease, the Stipulated Loss Value is 74 19608% of the Aircraft Price

ANNEX C TO AIRCRAFT LEASE

No 99-P1063

Cessna Model 560
Serial 560-0127
Registration N127VP

As consideration for the lease of the Aircraft, LESSEE agrees to pay OWNER aggregate rentals of \$3,671,502.82 in regular monthly rental payments (hereinafter "Regular Monthly Rental Payments"), as follows nineteen (19) Regular Monthly Rental Payments of \$41,250.00, then sixty-six (66) Regular Monthly Rental Payments of \$43,732.24. The first Regular Monthly Rental Payment shall be paid to OWNER on the Delivery Date and each subsequent Regular Monthly Rental Payment shall be due and payable to OWNER on or before the same day of each succeeding month (hereinafter "Monthly Rental Payment Date") during the lease term. All payments shall be payable to Cessna Finance Corporation, 220 W Douglas, Suite 300, P O Box 308, Wichita, Kansas 67202-0308, unless otherwise directed. Any late rental payments shall be subject to a late payment fee of one and one-half percent (1-1/2%) of the amount of the late rental payment per month or fraction thereof.



VIA FEDERAL EXPRESS

September 5, 2003

Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

Re Fleming Companies, Inc , et al
Case No 03-10945-(MFW)

To Whom It May Concern

Enclosed please find one original and one duplicate of a proof of claim to file on behalf of Cessna Finance Corporation in the above case. At your convenience, please return one file-stamped copy of the claim to us. A postage paid envelope is enclosed.

Sincerely,

CESSNA FINANCE CORPORATION

Stephanie Dean
Legal Assistant

/sd

Enclosure