

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

PROOF OF CLAIM



s138051

Scheduled Claim Ref # 2-F2-25677

YOUR CLAIM IS SCHEDULED AS

\$14 484 48 UNSECURED

In re
Fleming Companies, Inc

Case Number
03-10945

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name of Creditor and Address

0354429440315

WENNER BREAD PRODUCTS INC
33 RAJON ROAD
BAYPORT NY 11705

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number (631) 563-6262 ext 207
CREDITOR TAX ID #
11-2366431

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
2313

Check here replaces or amends a previously filed claim dated _____ if this claim

1 BASIS FOR CLAIM
 Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Services performed Taxes Wages, salaries, and compensation (Fill out below)
 Money loaned Other (describe briefly)
 Your social security number _____
 Unpaid compensation for services performed from _____ to _____
 (date) (date)

2 DATE DEBT WAS INCURRED 2/27/03 thru 3/20/03

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 14,780.08 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ 14,780.08 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5 SECURED CLAIM
 Check this box if your claim is secured by collateral (including a right of setoff).
 Brief description of collateral:
 Real Estate
 Motor Vehicle
 Other _____
 Value of collateral \$ _____
 Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____

6 UNSECURED PRIORITY CLAIM
 Check this box if you have an unsecured priority claim.
 Specify the priority of the claim:
 Wages, salaries, or commissions (up to \$4,650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)
 Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)
 Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6)
 Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)
 Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)
 Other. Specify applicable paragraph of 11 U.S.C. § 507(a) _____
Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS if the documents are not available. Explain. If the documents are voluminous, attach a summary.

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.
 BY MAIL TO: Bankruptcy Management Corporation, P.O. BOX 900, El Segundo, CA 90245-0900
 BY HAND OR OVERNIGHT DELIVERY TO: Bankruptcy Management Corporation, 1330 East Franklin Avenue, El Segundo, CA 90245

THIS SPACE FOR COURT USE ONLY
FILED
 SEP 09 2003
BMC

DATE SIGNED
9/5/2003

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).
 Richard R Wenner
 President, CEO



Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions

Wenner Bread Products, Inc
Fleming Unpaid Invoice Summary

<u>invoice</u>		
<u>date</u>	<u>number</u>	<u>amount \$</u>
02/27/2003	24796	2,524 60
03/14/2003	25435	4,833 28
03/20/2003	25545	3,256 62
03/20/2003	25465	4,165 58
	total	<u>\$14,780 08</u>

INVOICE

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
DISTRIBUTION CENTER
1402 ALBERTSONS DR
PLANT CITY, FL 33566

DATE 02/27/03
INVOICE # 24796-1
PO NUMBER 744613
ORDERED BY fax
SALESMAN JC
BROKER PALM BROKERAG
CUSTOMER # 2313

Page one of one

10	10	6777 Braided Challah	29 78	\$297 80
190	190	625 Acme Italian Bread	11 72	\$2,226 80

200 200 End of page one

TOTAL NUMBER OF CASES SHIPPED	200	GROSS	\$2,524 60
		NET AMOUNT DUE	\$2,524 60

Terms 2% n 10 net 20 days

You may deduct \$50 49 from the NET invoice amount
IF payment is received by WENNER on or before 03/09/03
Payment in Full is due 03/19/03

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 1 5% per month on past due accounts that are referred to an attorney for collection

See our web page at WWW WENNER-BREAD COM

TCCE

WIGHT BILL OF LADING — SHORT FORM
NOT NEGOTIABLE

Shipper No **B 40710**
Date
Carrier No

TO WING - TILL 10 S. 145TH ST WILSA, OK (918) 439-6764		Zip Code	FROM Shipper Street Origin
--	--	----------	-------------------------------------

Quantity	HM*	Kind of Packaging Description of Articles Special Marks and Exceptions	* Weight (Subject to Correction)	Rate or Class	CHARGES
200		Product must be... at -10... Sample case Year # 2010 16			

REMIT COD TO ADDRESS	ON COLLECT ON DELIVERY SHIPMENTS THE LETTERS COD MUST APPEAR BEFORE CONSIGNEE'S NAME - OR AS OTHERWISE PROVIDED IN ITEM 430 SEC 1 COD Amt \$	COD FEE PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> \$
If the shipment moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is carrier's weight The fibre containers used or this shipment conform to the specifications set forth in the box maker's certificate thereon and all other requirements of Rule 41 of the Uniform Freight Classification and Rule of the National Motor Freight Classification - Shipper's print in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission NOTE: Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ PER	Subject to Section 7 of the conditions if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges Signature of Consignor	TOTAL CHARGES FREIGHT CHARGES FREIGHT PREPAID except when box at right is checked <input type="checkbox"/> Check box if charges are to be collect <input type="checkbox"/>

RECEIVED subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading the property described above in apparent good order except as noted (contents and condition of contents of packages unknown marked consigned and destined as stated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to maintain and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to all the Bill of Lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes and negates any claim alleged or asserted oral or written contract promise representation or understanding between the parties with respect to this freight except to the extent of any written contract which established lawful contract carriage and is signed by authorized representatives of both parties to the contract.

SHIPPER **WENNER BREAD PRODUCTS, INC** CARRIER **1111**
 PER **311** DATE

MARK WITH X TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF FEDERAL REGULATIONS
 errant post-office address of shipper
 11071

4

Delivery Slip

FACTS INC

control

05-11-03

(631) 563-6267

FROZEN DOUGH SPECIALIST

FLEMING - TULSA
4200 S 145TH EAST AVENUE
TULSA OK 74106

DATE 02/27/03
INVOICE # 24796
PO NUMBER 744613
ORDERED BY fax
SALESMAN JC
CUSTOMER # 2313
Delivered by Carrier
Apptmt Date/Time 03/03/03 6 AM
Appointment # DOOR 179 CONF#713658

658 (915)4 764

AMOUNT ORDERED	AMOUNT SHIPPED	ITEM DESCRIPTION	UNIT PRICE	AMOUNT EXTENDED
10	10	6777 Braided Challah		
2	2	625 Acme Italian Bread		

Weight 26

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 2% per month on past due amounts that are referred to an attorney for collection

See our page at www.wenner-bread.com

0012466

Thank you for this order

SIGNATURE



Carrier # 18178 PRIME INC
Pickup # 67228

Delivery Date & Time 03/03/03 6 AM

Door/Cont # DOOR 179 CONF#713658

CONFIRMATION

POSTED
Pw.sec

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
DISTRIBUTION CENTER
1402 ALBERTSONS DR
PLANT CITY, FL 33566

DATE 02/27/03
INVOICE # 24796-1
PO NUMBER 744613
ORDERED BY fax
SALESMAN JC
BROKER PALM BROKERAG
CUSTOMER # 2313
* Delivery 03/03/03 6 AM

Page one of one

10	10	6777 Braided Challah	29 78	\$297 80
190	190	625 Acme Italian Bread	11 72	\$2,226 80

200 200 End of page one

TOTAL NUMBER OF CASES SHIPPED	200	GROSS	\$2,524 60
		NET AMOUNT DUE	\$2,524 60

Terms 2% n 10 net 20 days

You may deduct \$50 49 from the NET invoice amount
IF payment is received by WENNER on or before 03/09/03
Payment in Full is due 03/19/03

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See our web page at WWW WENNER-BREAD COM

POSTED

CONFIRMATION

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
DISTRIBUTION CENTER
1402 ALBERTSONS DR
PLANT CITY, FL 33566

DATE 02/28/03
INVOICE # 24796-1
PO NUMBER 744613
ORDERED BY fax
SALESMAN JC
BROKER PALM BROKERAG
CUSTOMER # 2313
Delivery 03/06/03 - 3-3

Note correct prices

Page one of one

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200 200 End of page one

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		NET AMOUNT DUE	\$2,524 60

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IF payment is received by WENNER on or before 03/10/03
Payment in Full is due 03/20/03

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See our web page at WWW WENNER-BREAD COM

CONFIRMATION

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
DISTRIBUTION CENTER
1402 ALBERTSONS DR
PLANT CITY, FL 33566

DATE 02/28/03
INVOICE # 24796-1
PO NUMBER 744613
ORDERED BY fax
SALESMAN JC
BROKER PALM BROKERAG
CUSTOMER # 2313
Delivery 03/06/03

Page one of one

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See our web page at WWW WENNER-BREAD COM

*Corp Albertsons
12/1
Mike Byrum*

VISION
145TH EAST AVE

SHIP TO
TULSA DIVISION
420 S 145TH EAST AVE

OK 74108

TULSA

OK 74108

VENDOR

WENNER BREAD PRODUCT
WENNER BREAD PRODUCTS
33 RAJON ROAD
BAYPORT NY 11705

SHIP
03708703

VENDOR NO
15432

ing
ntes, Inc

CHASE
ORDER

DATE ORDERED
02/21/03

PURCHASE
ORDER NO
744613

TERMS
20 DAYS
2 007

PRICE PROTECTION

800-869-6262

IMPORTANT NOTICE

BY FLEMING FOODS PURCHASING DEPARTMENT IF UNABLE TO MEET SPECIFIED ARRIVAL DATE

BY FLEMING FOODS PURCHASING DEPARTMENT BY TELEGRAM TELEPHONE OR AIRMAIL THE CARRIER NUMBER ROUTING DATE SHIPPED AND ORIGINATING POINT OF RAISIN SHIPMENTS

TERMS AND CONDITIONS

PURCHASE ORDER NUMBER MUST BE SHOWN ON ALL INVOICES SHIPPING PAPERS AND FREIGHT BILL. Seller warrants that everything to which this Purchase Order applies and everything done by Seller in connection with this Purchase Order shall be in compliance with law. The word law as used herein includes but is not limited to all federal, state and local laws relating to food, drug and cosmetic labeling, environmental protection and occupational safety and health and all regulations, standards, rules, codes and other requirements thereunder. Without prejudice to any other remedy, Buyer may have. Seller shall indemnify Buyer and save Buyer harmless from any and all liability and loss arising out of any breach of the foregoing warranty and shall reimburse Buyer for any and all expenses incurred in connection therewith.

Under the terms and conditions of this purchase order, Fleming Companies holds all suppliers/manufacturers solely responsible for the contents of their products with respect to existing federal and state standards including California Health and Safety Code 25495.23249.13

THIS PURCHASE ORDER IS ISSUED IN COMPLIANCE WITH EXECUTIVE ORDER 11246 THE REHABILITATION ACT OF 1973 AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT

Seller also guarantees that all terms of sale covered by this purchase order are available to all other purchasers on proportionately equal terms.

Bill of lading must be itemized as to quantity, size, pack and description. Shipment must be tendered to carrier so that it is segregated as to quantity, size, pack and description, and bill of lading must carry certification of the same signed by carrier representative.

DELIVERY TERMS OF SALE REQUIRE DRIVER UNLOADING AT OUR DOCK.

FAILURE TO COMPLY WITH ABOVE MAY RESULT IN REFUSAL OF THIS SHIPMENT.

SHIP VIA

FOB

FREIGHT SHIPPED PAID BY			
PRO	COL	FLEM	VEN
P			V

QUANTITY ORDERED	UPC CASE CODE	DESCRIPTION	PACK & SIZE	TIE HIGH	COST
10	80000 06777	CHALLAH BREAD #777 02875-3 24 19 Z		1	28 360
190	64890 00625	ALB ITALIAN BREAD 02882-9 32 19 0Z		10 5	11 160

2313
2-28
3-6
C
24796

MERCHANDISER	TOTAL UNITS	TOTAL CUBE	TOTAL PALLETS	TOTAL WEIGHT	TOTAL EXT COST
DHAMIJA DAWNEY	200	238	14	7515	2404

**** FAX COVER LETTER ****

Date 02/21/03 Time 09 23 00

To
WENNER BREAD PRODUCT

From DHAMIJA, DAWNEY

Re 744613

Including this cover sheet, you should receive 2 pages

If you have difficulty in receiving this transmission,
please call us at

9184396700

972-908-8000

INVOICE

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
FLEMING CENTRAL TRADE PAYABLES
268959 OKLAHOMA CITY
OKLAHOMA CITY, OK 73126-8959

DATE 03/14/03
INVOICE # 25435-1
PO NUMBER 892994-TU
ORDERED BY ed1
SALESMAN 006943773TU00
BROKER PALM BROKERAG
CUSTOMER # 2313

Page one of one

150	150	982 Sweet Diamond Yeast	19 49	\$2,923 50
11	11	6777 Braided Challah	29 78	\$327 58
135	135	625 Acme Italian Bread	11 72	\$1,582 20

296 296 End of page one

TOTAL NUMBER OF CASES SHIPPED 296 GPOSS \$4,833 28
NFT AMOUNT DUE \$4,833 28

Terms 2% n 10 net 20 days

You may deduct \$96 67 from the NET invoice amount
IF payment is received by WENNER on or before 03/24/03
Payment in Full is due 04/03/03

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 1 5% per month on past due accounts that are referred to an attorney for collection

See our web page at WWW WENNER-BREAD COM

ALL O LADING — SHORT FORM
NEGOTIABLE

Shipper No **B 40974**
Date
Carrier No

18142 5714
147
147
720 147
Code

FROM
Shipper **WENNER BREAD PRODUCTS, INC**
Street **13 Pajon Road**
Origin **W H PORT NEW YORK 11705**

Units	HM*	Kind of Packaging	Description of Articles	Special Marks and Exceptions	* Weight (Subject to Correction)	Vehicle Number	Rate or Class	CHARGES
456		Tray	Loaf		10.5			
			The Above product pickup completely FROZEN at -10 F and in Perfect condition		Pallets Out 6			
			Product MUST be kept at -10 F at ALL TIMES		Pallets In			
			Product # 822594-71					
			Sample Cases					
			Seal #					

EMIT COD TO ADDRESS
ON COLLECT ON DELIVERY SHIPMENTS THE LETTERS COD MUST APPEAR BEFORE CONSIGNEE'S NAME - OR AS OTHERWISE PROVIDED IN ITEM 430 SEC 1
COD Amt \$

When shipment moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is carrier's weight
When fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification and Shippers are not in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission
Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding
PER

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

COD FEE
PREPAID
COLLECT \$

TOTAL CHARGES
FREIGHT CHARGES
FREIGHT PREPAID except when box at right is checked Check box if charges are to be collect

Signature of Consignor _____

Shipped subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading the property described above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another place on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to transportation and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to the Bill of Lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which established lawful contract carriage and is signed by authorized representatives of both parties to the contract.

Shipper certifies that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SHIPPER **WENNER BREAD PRODUCTS, INC**
CARRIER **115**
PER **A. J. [Signature]**
DATE **1/14/51**

3

[Large handwritten signature]

Delivery Slip

WENNER BREADS, INC

control 54

1704-1102

(918) 563-6267

FROZEN DOUGH SPECIALISTS

LEMING - TULSA
420 S 145TH EAST AVENUE
TULSA, OK 74108

DATE 03/14/03
INVOICE # 25435
PO NUMBER 892994-TU
ORDERED BY ed1
SALESMAN 0069437731000
CUSTOMER # 2313
Delivered by CARRIER
Apptmt Date/Time 3/20/03

(918)439-6764

	AMOUNT ORDERED	AMOUNT SHIPPED	ITEM DESCRIPTION	UNIT PRICE	AMOUNT EXTENDED
1	150	150	982 Sweet Diamond Yeast		
2	11	11	6777 Braided Challah		
3	135	135	625 Acme Italian Bread		
	296	296			

Weight 10639 6

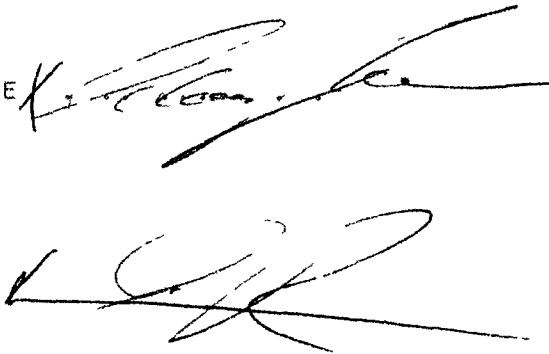
Seal # _____

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 2% per month on past due accounts that are referred to an attorney for collection

See Our Web page at www.wenner-bread.com

Thank YOU for this order

SIGNATURE



POSTED

CONFIRMATION

WENNER BREAD PRODUCTS, INC
ROAD
TULSA, NY 11705-1102
(631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
DISTRIBUTION CENTER
1402 ALBERTSONS DR
PLANT CITY, FL 33566

DATE 03/14/03
INVOICE # 25435-1
PO NUMBER 892994-TU
ORDERED BY edi
SALESMAN 006943773TU00
BROKER PALM BROKERAG
CUSTOMER # 2313
Delivery 3/20/03

note correct prices

Page one of one

150	150	982 Sweet Diamond Yeast	19 49 -	\$2,923 50
11	11	6777 Braided Challah	29 78	\$327 58
135	135	625 Acme Italian Bread	11 72	\$1,582 20

296 296 End of page one

TOTAL NUMBER OF CASES SHIPPED	296	GROSS	\$4,833 28
		NET AMOUNT DUE	\$4,833 28

Terms 2% n 10 net 20 days

You may deduct \$96 67 from the NET invoice amount
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See our web page at WWW WENNER-BREAD COM

G50~N~20030311~892994~TU~
G61~BD DHAMIJA, DAWNEY~TE~9729068000~
G62~*02~20030320~
G66~PP~M~*~ 02~
N1~BT~FLEMING TULSA DIVISION~9~006943773TU00~
N1~ST~FLEMING TULSA DIVISION~9 006943773TU00~
N1~VN~WENNER BREAD PRODUCT~9~0100247350000~
G68~150~*CA~22 37~007648900982~PI~02883~
G69~*ALB SWT DIAMND YEAST RO 02883 00225 2 25~
G68~*11~*CA~*28 36~048000006777~PI~02875~
G69~*CHALLAH BREAD 777 02875 00024 19 z~
G68~*135~*CA~*11 16~*076489000625 PI~*02882~
G69~*ALB ITALIAN BREAD 02882 00032 19 oz~
G76~*296~*UN~*10464~*LB~364 CF~*517400~

25435
3-14
3-20

~~25383 - Deleted~~
2313
3-14

~~25112~~
25111

972
906
7926

CONFIRMATION

EAD PRODUCTS, INC
✓ ROAD
r, NY 11705-1102
(631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
DISTRIBUTION CENTER
1402 ALBERTSONS DR
PLANT CITY, FL 33566

DATE 03/14/03
INVOICE # 25383-1
PO NUMBER 892994
ORDERED BY FAX
SALESMAN JC
BROKER PALM BROKERAG
CUSTOMER # 2313
Delivery 03/20/03

Page one of one

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See our web page at WWW WENNER-BREAD COM

SHIP TO
 TULSA DIVISION
 420 S 145TH EAST AVE
 TULSA OK 74108

VENDOR
 WENNER BREAD PRODUCT
 WENNER BREAD PRODUCTS
 33 RAJON ROAD
 BAYPORT NY 11705

SHIP
 03/11/03

VENDOR NO
 15432

DATE ORDERED
 03/11/03

PURCHASE ORDER NO
 892994

TERMS
 20 DAYS
 2 00%

PRICE PROTECTION

SHIP VIA _____ FOB _____

FREIGHT SHIPPED PAID BY
 PPD COL FLEM VEN
 P V

0-869-6262

IMPORTANT NOTICE
 FLEMING FOODS PURCHASING
 AGENT IF UNABLE TO MEET
 SCHEDULED ARRIVAL DATE

PLEASE FLEMING FOODS PURCHASING
 DEPARTMENT BY TELEGRAM
 TELEPHONE OR AIRMAIL THE CAR
 NUMBER ROUTING DATE SHIPPED
 AND ORIGINATING POINT OF RAIL
 SHIPMENTS

TERMS AND CONDITIONS

PURCHASE ORDER NUMBER MUST BE
 SHOWN ON ALL INVOICES SHIPPING
 PAPERS AND FREIGHT BILL
 Seller warrants that everything to which
 this Purchase Order applies and
 everything done by Seller in connection
 with this Purchase Order shall be in
 compliance with law. The word law as
 used herein includes but is not limited to
 all federal state and local laws relating to
 food drug and cosmetic labeling
 environmental protection and
 occupational safety and health and all
 regulations standards rules codes and
 other requirements thereunder. Without
 prejudice to any other remedy Buyer may
 have Seller shall indemnify Buyer and
 save Buyer harmless from any and all
 liability and loss arising out of any breach
 of the foregoing warranty and shall
 reimburse Buyer for any and all expenses
 incurred in connection therewith.

Under the terms and conditions of this
 purchase order Fleming Companies holds
 all suppliers/manufacturers solely
 responsible for the contents of their
 products with respect to existing federal
 and state standards including California
 Health and Safety Code 25 49 5
 25 49 13

THIS PURCHASE ORDER IS ISSUED IN
 COMPLIANCE WITH EXECUTIVE
 ORDER 11246 THE REHABILITATION
 ACT OF 1973 AND THE VIETNAM ERA
 VETERANS READJUSTMENT
 ASSISTANCE ACT

Seller also guarantees that all terms of
 sale covered by this purchase order are
 available to all other purchasers on
 proportionately equal terms

Bill of lading must be itemized as to
 quantity size pack and description
 Shipment must be tendered to carrier
 sorted and segregated as to quantity size
 pack and description and bill of lading
 must carry certification of the same signed
 by carrier representative

DELIVERY TERMS OF SALE REQUIRE
 DRIVER UNLOADING AT OUR DOCK

FAILURE TO COMPLY WITH ABOVE
 MAY RESULT IN REFUSAL OF THIS
 SHIPMENT

QUANTITY ORDERED	UPC CASE CODE	ITEM CODE	DESCRIPTION	PACK & SIZE	TIE HIGH	COST
150	76489 00982	ALB SWT DIAMND YEAST ROLL 02883-7 225	2 25	10 5	22 370	
11	80000 06777	CHALLAH BREAD #777 02875-3 24 19 Z		1 1	28 360	
135	64890 00625	ALB ITALIAN BREAD 02882-9 32	19 0Z	10 5	11 160	

2313
 3-14
 3-20
 C
 28383

MERCHANDISER	TOTAL UNITS	TOTAL CUBE	TOTAL PALLETS	TOTAL WEIGHT	TOTAL EXT COST
DHAMIJA DAWNEY	296	367	17	10464	5174

**** FAX COVER LETTER ****

Date 03/11/03 Time 12 21 00

To
WENNER BREAD PRODUCT

From DHAMIJA, DAWNEY

Re 892994

Including this cover sheet, you should receive 2 pages

If you have difficulty in receiving this transmission,
please call us at

9184396700

LOWANUS
9/2-03-70.7

INVOICE

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
FLEMING CENTRAL TRADE PAYABLES
268959 OKLAHOMA CITY
OKLAHOMA CITY, OK 73126-8959

DATE 03/20/03
INVOICE # 25545-1
PO NUMBER 052551-TU
ORDERED BY edi
SALESMAN 006943773TU00
BROKER PALM BROKERAG
CUSTOMER # 2313

Page one of one

9	9	6777 Braided Challah	29 78	\$268 02
255	255	625 Acme Italian Bread	11 72	\$2,988 60

264 264 End of page one

TOTAL NUMBER OF CASES SHIPPED	264	GROSS	\$3,256 62
		NET AMOUNT DUE	\$3,256 62

Terms 2% n 10 net 20 days

You may deduct \$65 13 from the NET invoice amount
IF payment is received by WENNER on or before 03/30/03
Payment in Full is due 04/09/03

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 1 5% per month on past due accounts that are referred to an attorney for collection

See our web page at WWW WENNER-BREAD COM

TLCT

WIGHT BILL OF LADING — SHORT FORM
NOT NEGOTIABLE

Shipper No
Date
Carrier No

45002

FLEMING - TULSA
420 S. 45TH EAST AVENUE
TULSA OK
(918)419-6764

FROM
Shipper
Street
Origin
WENNER BREAD PRODUCTS, INC
33 Rajon Road
BAYPORT NY 11705

Vehicle
Number

Number of Shipping Units	HM*	Kind of Packaging Description of Articles Special Marks and Exceptions	* Weight (Subject to Correction)	Rate or Class	CHARGES
4		Frozen Dough Bread Invoice # 25451 The Above product pickup completely FROZEN at -10 F and in Perfect condition Product MUST be kept at -10 F at ALL TIMES F U # 052551-T Sample Cases _____ Seal # <u>1246</u>	10,782 Pallets Out _____ Pallets In _____		

COD TO SS	ON COLLECT ON DELIVERY SHIPMENTS THE LETTERS COD MUST APPEAR BEFORE CONSIGNEE'S NAME - OR AS OTHERWISE PROVIDED IN ITEM 430 SEC 1	COD FEE
	COD Amt \$	PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> \$
When moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is carrier's right	Subject to Section 7 of the conditions if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges	TOTAL CHARGES
Containers used for this shipment conform to the specifications set forth in the box makers certificate thereon and all other of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification + Shippers stamp not a part of bill of lading approved by the Interstate Commerce Commission	Signature of Consignor _____	FREIGHT CHARGES
When the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the freight or declared value of the property is hereby specifically stated by the shipper to be not exceeding PER		FREIGHT PREPAID except when box at right is checked <input type="checkbox"/> Check box if charges are to be collect

Subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading the property described
is in good order except as noted contents and condition of contents of packages unknown marked consigned and destined as
such said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession
of the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another
place to said destination It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to
be paid to each party at any time entered in all or any said property that every service to be performed hereunder shall be subject to
all the Bill of Lading terms and conditions in the governing classification on the date of shipment
Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and
conditions are hereby agreed to by the shipper and accepted for himself and his assigns NOTICE Freight moving under this Bill of Lading is
subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading This notice supersedes and negates any claimed
alleged or asserted oral or written contract promise representation or understanding between the parties with respect to this freight except to the
extent of any written contract which established lawful contract carriage and is signed by authorized representatives of both parties to the contract

that the above named materials are properly classified described packaged marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

WENNER BREAD PRODUCTS, INC

CARRIER KL
PER W. Hall 5/18/03 DATE 5/18/03 **3**

X TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF FEDERAL REGULATIONS
-office address of shipper

DATE OF ORDER

WENNER BREAD PRODUCTS INC
3 EASTWOOD ROAD
SARASOTA NY 11705-1100

control

PHONE (631) 563-626

FROM SPECIAL

FLEMING - TULSA
470 145TH EAST AVENUE
TULSA OK 74108

DATE 1/23/03
INVOICE NUMBER
QUANTITY ORDERED
SALESMAN
CUSTOMER
ORDER BY
ORDER TIME

ORDER #

QUANTITY ORDERED	AMOUNT SHIPPED	ITEM DESCRIPTION	UNIT PRICE
4	5777	Branded (halved)	
5	625	Acme Italian bread	

Weight 10,879

ORDER #

12596

WENNER BREAD PRODUCTS that WENNER BREAD has the right to use the name of WENNER BREAD in connection with its products and to sell its products at a price of 25% as well as interest on accounts that are referred to an attorney.

For more information visit www.wenner-bread.com

Thank you for this order

SIGNATURE

Carrier # 1100
Pickup 4/27/20

Delivery to 145th East Tulsa OK 74108 All

Door/Drop

972-906-7128

John Paul

Plotnick

139
POSTED

CONFIRMATION

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
FLEMING CENTRAL TRADE PAYABLES
268959 OKLAHOMA CITY
OKLAHOMA CITY, OK 73126-8959

DATE 03/20/03
INVOICE # 25545-1
PO NUMBER 052551-TU
ORDERED BY ed1
SALESMAN 006943773TU00
BROKER PALM BROKERAG
CUSTOMER # 2313
Delivery 3/24/03

Page one of one

9	9	6777 Braided Challah	29 78 28 36	\$268 02
255	255	625 Acme Italian Bread	11 72 - 11 16	\$2,988 60

264 264 End of page one

TOTAL NUMBER OF CASES SHIPPED	264	GROSS	\$3,256 62
		NET AMOUNT DUE	\$3,256 62

Terms 2% n 10 net 20 days

You may deduct \$65 13 from the NET invoice amount
IF payment is received by WENNER on or before 03/30/03
Payment in Full is due 04/09/03

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 1 5% per month on past due accounts that are referred to an attorney for collection

See our web page at WWW WENNER-BREAD COM

G50*N*20030317~052551-TU~
G61^BD^DHAMIJA, DAWNEY^TE^9729068000~
G62^02^20030328~
G66^PP^M*^^^02~
N1*BT*FLEMING TULSA DIVISION^9^006943773TU00~
N1*ST^FLEMING TULSA DIVISION^9^006943773TU00~
N1^VN^WENNER BREAD PRODUCT^9^0100247350000~
G68^9^CA^28 36^048000006777^PI^02875~
G69*CHALLAH BREAD 777 02875 00024 19 Z~
G68^255^CA^11 16*076489000625*PI^02882~
G69*ALB ITALIAN BREAD 02882 00032 19 OZ~
G76^264^UN^9956^LB*311*CF^^310100~

TO
DIVISION
145TH EAST AVE

SHIP TO
TULSA DIVISION
420 S 145TH EAST AVE

A OK 74108

TULSA

OK 74108

UCS

VENDOR

ming Parallel
Companies, Inc

WENNER BREAD PRODUCT
WENNER BREAD PRODUCTS
33 RAJON ROAD
BAYPORT NY 11705

SHIP
03/28/03

VENDOR NO
15432

PURCHASE ORDER

DATE ORDERED 03/17/03
PURCHASE ORDER NO 052551

TERMS 20 DAYS
PRICE PROTECTION 2.00%

800-869-6262

SHIP VIA _____ FOB _____

FREIGHT SHIPPED / PAID BY	
PPO COL FLEM VEN	P V

IMPORTANT NOTICE
NOTIFY FLEMING FOODS PURCHASING DEPARTMENT IF UNABLE TO MEET SPECIFIED ARRIVAL DATE

ADVISE FLEMING FOODS PURCHASING DEPARTMENT BY TELEGRAM TELEPHONE OR AIRMAIL THE CAR NUMBER ROUTING DATE SHIPPED AND ORIGINATING POINT OF RAIL SHIPMENTS

TERMS AND CONDITIONS

PURCHASE ORDER NUMBER MUST BE SHOWN ON ALL INVOICES SHIPPING PAPERS AND FREIGHT BILL

Seller warrants that everything to which this Purchase Order applies and everything done by Seller in connection with this Purchase Order shall be in compliance with law. The word law as used herein includes but is not limited to all federal state and local laws relating to food drug and cosmetic labeling environmental protection and occupational safety and health and all regulations standards rules codes and other requirements thereunder. Without prejudice to any other remedy Buyer may have Seller shall indemnify Buyer and save Buyer harmless from any and all liability and loss arising out of any breach of the foregoing warranty and shall reimburse Buyer for any and all expenses incurred in connection therewith.

Under the terms and conditions of this purchase order Fleming Companies holds all suppliers/manufacturers solely responsible for the contents of the products with respect to existing federal and state standards including California Health and Safety Code 25 49 5 25249 13

THIS PURCHASE ORDER IS ISSUED IN COMPLIANCE WITH EXECUTIVE ORDER 11246 THE REHABILITATION ACT OF 1973 AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT

Seller also guarantees that all terms of sale covered by this purchase order are available to all other purchasers on proportionately equal terms

Bill of lading must be itemized as to quantity size pack and description. Shipment must be tendered to carrier sorted and segregated as to quantity size pack and description and bill of lading must carry certification of the same signed by carrier representative.

DELIVERY TERMS OF SALE REQUIRE DRIVER UNLOADING AT OUR DOCK

FAILURE TO COMPLY WITH ABOVE MAY RESULT IN REFUSAL OF THIS SHIPMENT

QUANTITY ORDERED	UPC CASE CODE	ITEM CODE	DESCRIPTION	PACK & SIZE	TIE HIGH	COST
9	80000 06777		CHALLAH BREAD #777		1	28 360
		02875-3		24 19 Z	1	
255	64890 00625		ALB ITALIAN BREAD		10	11 160
		02882-9		32 19 OZ	5	

MERCHANDISER	TOTAL UNITS	TOTAL CUBE	TOTAL PALLETS	TOTAL WEIGHT	TOTAL EXT COST
DHAMIJA DAWNEY	264	313	15	9956	3101

**** FAX COVER LETTER ****

Date 03/17/03 Time 12 27 00

To
WENNER BREAD PRODUCT

From DHAMIJA, DAWNEY

Re 052551

Including this cover sheet, you should receive 2 pages

If you have difficulty in receiving this transmission,
please call us at

9184396700

INVOICE

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
FLEMING CENTRAL TRADE PAYABLES
268959 OKLAHOMA CITY
OKLAHOMA CITY, OK 73126-8959

DATE 03/20/03
INVOICE # 25465-1
PO NUMBER 023120-TU
ORDERED BY ed1
SALESMAN 006943773TU00
BROKER PALM BROKERAG
CUSTOMER # 2313

Page one of one

47	47	6777 Braided Challah	29 78	\$1,399 66
236	236	625 Acme Italian Bread	11 72	\$2,765 92
283	283	End of page one		

TOTAL NUMBER OF CASES SHIPPED	283	GROSS	\$4,165 58
		NET AMOUNT DUE	\$4,165 58

Terms 2% n 10 net 20 days

You may deduct \$83 31 from the NET invoice amount
IF payment is received by WENNER on or before 03/30/03
Payment in Full is due 04/09/03

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 1 5% per month on past due accounts that are referred to an attorney for collection

See our web page at WWW WENNER-BREAD COM

T.V.T

STRAIGHT BILL OF LADING — SHORT FORM
NCT NEGOTIABLE

Shipper No

45001

Date

Carrier No

93/10/13

TO FLIMING - TULSA 420 S 145TH EAST AVENUE TULSA, OK Zip 74008	FROM Shipper WENNER BREAD PRODUCTS, INC Street 33 Rajon Road Origin BAYPORT, NY 11705
--	---

Rate **14.87439-6764** Vehicle Number

Number of Pipping Units	HM*	Kind of Packaging Description of Articles Special Marks and Exceptions	* Weight (Subject to Correction)	Rate or Class	CHARGES
137		Frozen Dough Bread Invoice # 254651 The Above product pickup completely FROZEN at -10 F and in Perfect condition Product MUST be kept at -10 F at ALL TIMES H O # 027110-TT Sample Cases _____ Seal # _____	10,666		Pallets Out <u> 6 </u> Pallets In <u> 1 </u>

MIT C O D TO DRESS	ON COLLECT ON DELIVERY SHIPMENTS THE LETTERS COD MUST APPEAR BEFORE CONSIGNEE'S NAME - OR AS OTHERWISE PROVIDED IN ITEM 430 SEC 1 COD Amt \$	C O D FEE PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> \$
<small>shipment moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is carrier's weight</small> <small>ifre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon and all other terms of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification + Shippers in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission</small> <small>Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding</small> PER	<small>Subject to Section 7 of the conditions if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement</small> <small>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges</small> Signature of Consignor _____	TOTAL CHARGES FREIGHT CHARGES FREIGHT PREPAID except when box at right is checked <input type="checkbox"/> Check box if charges are to be collect <input type="checkbox"/>

IVED subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading the property described in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another place on the route to said destination It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to the extent of any written contract which established lawful contract carriage and a signed by authorized representatives of both parties to the contract

to certify that the above named materials are properly classified described packaged marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

PPER **WENNER BREAD PRODUCTS, INC**
 CARRIER *Handwritten*
 PER *Handwritten* DATE **7-14-13**

MARK WITH X TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF FEDERAL REGULATIONS

Delivery date at time **07/24/13**

Door/Conf # **DOOR 171 CONF#714689**

Delivery Slip

WENNER BREAD PRODUCTS, INC
33 RAJUN ROAD
RAYFORD, NY 11705-1102

ontrol 18

Phone (631) 563-6262

FROZEN DOUGH SPECIALIST,

FLEMING - TULSA
120 S 145TH EAST AVENUE
TULSA, OK 74108

DATE 03/20/03
INVOICE # 25465
PO NUMBER 023120-111
ORDERED BY edi
SALESMAN 006943773TU00
CUSTOMER # 2313
Delivered by CARRIER
Apptmt Date/Time 03/24/03 4 AM
Appointment # DOOR 171 CONF#71

89
(918)439-6764

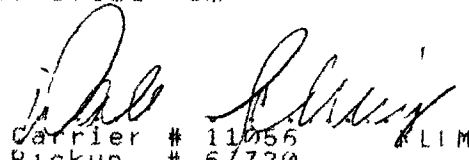
AMOUNT ORDERED	AMOUNT SHIPPED	ITEM DESCRIPTION	UNIT PRICE	AMOUNT EXTENDED
47	47	6777 Braided Challah		
236	236	625 Acme Italian Bread		
283	283			

Weight 10666 Seal # _____

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 2% per month on past due accounts that are referred to an attorney for collection

Our Web page at www.wenner-bread.com

Thank YOU for this order

SIGNATURE 
Carrier # 11055
Pickup # 67720

Delivery Date & Time 03/24/03 4 AM
Door/Conf # DOOR 171 CONF#714689

CONFIRMATION

POSTED

WENNER BREAD PRODUCTS, INC
33 RAJON ROAD
BAYPORT, NY 11705-1102
Phone (631) 563-6262

FROZEN DOUGH SPECIALISTS

FLEMING - TULSA
DISTRIBUTION CENTER
1402 ALBERTSONS DR
PLANT CITY, FL 33566

DATE 03/20/03
INVOICE # 25465-1
PO NUMBER 023120-TU
ORDERED BY ed1
SALESMAN 006943773TU00
BROKER PALM BROKERAG
CUSTOMER # 2313
Delivery 3/24/03

note correct Prices

Page one of one

47	47	6777 Braided Challah	29 78	\$1,399 66
236	236	625 Acme Italian Bread	11 72	\$2,765 92

283 283 End of page one

TOTAL NUMBER OF CASES SHIPPED	283	GROSS	\$4,165 58
		NET AMOUNT DUE	\$4,165 58

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Payment in Full is due 04/09/03

Customer agrees that WENNER BREAD has the right to charge attorney's fees of 25% as well as interest of 1 5% per month on past due accounts that are referred to an attorney for collection

See our web page at WWW WENNER-BREAD COM

G50*N*20030313~023120-TU~
G61*BD~DHAMIJA, DAWNEY~TE*9729068000~
G62*02*20030324~
G66*PP~M*~*02~
N1*BT~FLEMING TULSA DIVISION~9*006943773TU00~
N1*ST~FLEMING TULSA DIVISION~9~006943773TU00~
N1*VN~WENNER BREAD PRODUCT*9*0100247350000~
G68~47~CA*28 36*048000006777~PI*02875~
G69*CHALLAH BREAD 777 02875 00024 19 Z~
G68*236*CA*11 16*076489000625*PI*02882~
G69*ALB ITALIAN BREAD 02882 00032 19 OZ~
G76*283*UN*10355*LB*336*CF *396600~