

<b>United States Bankruptcy Court</b> District of <u>DELAWARE</u>		<b>PROOF OF CLAIM</b>							
In re (Name of Debtor) <b>Fleming Companies, Inc et al ,</b>		Case Number <b>03-10945 (Jointly Administered)</b>							
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 <i>(The person or entity to whom the debtor owes money or property)</i> <b>De Lage Landen Financial Services, Inc</b>		<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 checked="" 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 <b>De Lage Landen Financial Services, Inc (f/k/a Tokai Financial)</b> <b>1111 Old Eagle School Road</b> <b>Wayne PA 19087</b>									
Telephone No <b>800-767-5022 or 610-386-5000</b>		THIS SPACE IS FOR COURT USE ONLY							
Account or other number by which Creditor identifies Debtor <b>24295607</b>									
1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) <b>LEASE</b>		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages salaries and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) _____ (date)							
2 DATE DEBT WAS INCURRED <b>4/14/1999</b>		3 IF COURT JUDGEMENT DATE OBTAINED							
4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured It is possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM									
<input type="checkbox"/> SECURED CLAIM Attach evidence of perfection of security interest Brief Description of Collateral  <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other (Describe briefly) <b>equipment</b>  Amount of arrearage and other charges at time case filed included in secured claim if any _____		<input type="checkbox"/> UNSECURED PRIORITY CLAIM _____ Specify the priority of the claim <input type="checkbox"/> Wages salaries or commissions (up to \$2000) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other 11 U.S.C. §§ 507(a)(2) (a)(5) (Describe Briefly)							
<input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM <b>\$1,454 38</b> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim									
5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><b>\$1,454 38</b></td> <td style="text-align: center;"><b>\$1,454 38</b></td> </tr> <tr> <td style="text-align: center;">(Secured)</td> <td style="text-align: center;">(Priority)</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>(Total)</b></td> </tr> </table>		<b>\$1,454 38</b>	<b>\$1,454 38</b>	(Secured)	(Priority)	<b>(Total)</b>	
<b>\$1,454 38</b>	<b>\$1,454 38</b>								
(Secured)	(Priority)								
<b>(Total)</b>									
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim Attach itemized statement of all additional charges									
6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim In filing this claim claimant has deducted all amounts that claimant owes to debtor		THIS SPACE IS FOR COURT USE ONLY  <h1 style="margin: 0;">FILED</h1>  <b>SFP 1 1 2003</b>   <small>10012</small>							
7 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes purchase order invoices itemized statements of running accounts contracts court judgements or evidence of security interests If the documents are not available explain If the documents are voluminous attach a summary									
8 TIME STAMPED COPY To receive an acknowledgement of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim									
Date <b>9/3/2003</b>	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)  <b>Ray Crouse Director Litigation and Recovery</b>								



TOKAI FINANCIAL SERVICES, INC

2429-5607

**Lease Agreement**

VOICE (800) 735-3273

FACSIMILE (800) 776-2329

<b>LESSEE</b>	Full Legal Name <i>Fleming Companies Inc</i>	Phone Number <i>814-944-9374</i>
	DBA Name (if any)	Purchase Order Requisition Number
	Billing Address <i>PO Box 470 Altoona, PA 16603</i>	Send Invoice to Attention of <i>Dwight Lakner</i>

<b>EQUIPMENT INFORMATION</b>	Equipment Make	Model No	Serial Number	Description (Attach Separate Schedule if Necessary)
		<i>CANON</i>	<i>CLC900</i>	<i>NJ 00343R</i>
Equipment Location (if not same as above)				

<b>PAYMENT INFORMATION</b>	Number of Lease Payments	Lease Payment (PLUS)	Sales Tax (EQUALS)	Total Lease Payment
	<i>48</i>	<i>518.23</i>	<i>31.09</i>	<i>= 549.32</i>
Terms of Lease In Months    Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other End of Lease Option    End of Lease Purchase Option shall be FMV unless another option is selected. <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other Security Deposit (PLUS)    First Payment Period (PLUS)    Other (EQUALS)    Total Payment Enclosed <i>0</i> <i>+</i> <i>0</i> <i>+</i> <i>0</i> <i>=</i> <i>0</i>				

<b>LESSEE SIGNATURE</b>	You agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.	
	You acknowledge that the leased equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <i>James L LATTERNER</i>	Date <i>4-12-99</i>
	Print Name <i>JAMES L LATTERNER</i>	
	Title <i>DIR PRESIDENT</i>	
	For <i>FLEMING COMPANIES INC</i> Legal Name of Corporation or Partnership <small>(AGREEMENT MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)</small>	

**TERMS & CONDITIONS**

Please read your copy of this Lease carefully and feel free to ask us any questions you may have about it. Words you and your refer to the Lessee and the words we us and our refer to Tokai Financial Services Inc the Lessor of the Equipment

1 LEASE We agree to lease to you and you agree to lease from us the Equipment listed above (and on any attached schedule) including all replacement parts repairs additions and accessories ( Equipment ) on the terms and conditions on the face of this Lease and on any attached schedule. In order to maintain our rate of return you authorize us to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate or if the Lease is not accepted within thirty (30) days of the date you sign the Lease

2 TERM The Lease goes into effect and the term of the Lease begins when it is signed and accepted by us (the Commencement Date ) The first Lease Payment is due on the date we accept the Lease or any later date designated by us. Subsequent Lease Payments will be due as invoiced by us for successive months until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to you under this Lease are paid in full. Your obligation to pay the Lease Payments and other Lease obligations is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON CANCELABLE

3 LATE CHARGES/DOCUMENTATION FEES Whenever any Lease Payment is not made when due you agree to pay us within one month a late charge of five percent (5%) for each delayed payment with a minimum of \$10.00 as compensation for our internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law. You agree to pay us a fee of \$49.50

(Terms and Conditions continued on the reverse side of this Agreement)

<b>GUARANTY</b>	To induce us to enter this Lease the undersigned unconditionally guarantees the prompt payment of all the Lessee's obligations under the Lease. We are not required to proceed against the Lessee or the equipment or enforce other remedies before proceeding against the undersigned. The undersigned waives notice of acceptance and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to the Lessee and the undersigned and/or compromise of my obligations of the Lessee or any other guarantors without releasing the undersigned from his or her obligations. This is a continuing guarantee and will remain in effect in the event of the death of the undersigned and will bind the heirs, administrators, representatives, successors and assigns of undersigned and may be enforced by or for the benefit of any assignee or successor of us. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania.	
	Signature	Date
	Print Name	
	Home Address	
	Soc. Sec. No	Phone
	Signature	Date
Print Name		
Home Address		
Soc. Sec. No	Phone	

<b>ACCEPTANCE</b>	You acknowledge that the equipment shown above has been received, has been put in use, is in good working order and is satisfactory and acceptable.	
	Signature <i>James L LATTERNER</i>	Date <i>4-12-99</i>
	Print Name <i>JAMES L LATTERNER</i>	
	Title <i>DIR PRESIDENT</i>	
For <i>FLEMING COMPANIES INC.</i> Legal Name of Corporation or Partnership		

<b>LESSOR</b>	Lessor Signature <i>912</i>	Date <i>4-15-99</i>
	Print Name	
	Title	
	For <b>TOKAI FINANCIAL SERVICES, INC</b>	
	Lease Number <i>24295607</i>	Lease Commencement Date
Vendor I.D. Number		

QUEEN CITY BUSINESS SYSTEMS



- La Vale
- Morgantown
- Johnstown
- Altoona

1-800 638-4536

SHIPPING TO  
 FLEMING COMPANIES INC  
 010 SEVENTH AVENUE  
 ALTOONA PA 15009

INVOICE NO  
 640056 1  
 INVOICE DATE  
 04/17/99

CUSTOMER #	PO #	ORDER DATE	SHIP DATE	SHIPPED VIA	REPRESENTATIVE	
LVH061	LS-5-46421	04/15/99	04/17/99	OUR TRUCK	LV3A06	
QUANTITY	PKG.	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	1	46421	EPSON 600 COLOR LASER COLOR PRINTER VENDOR # F1-46421-001	19,894.70	19,894.70
1	EA	1	46421	1.100001 1.100001 1.100001	410.00	410.00
1	EA	1	46421	1.100001 1.100001 1.100001	1,440.00	1,440.00

PLEASE REFERENCE YOUR LEASE # EFS-46421

BILL TO

TERMS Hardware - Due Upon Delivery  
 TOTAL FINANCIAL SERVICE  
 JOHN WESLEY'S DRIVE  
 PLEASANTON IA 47177

REMIT TO

Service & Supplies - 2% 10, Net 30  
 QUEEN CITY BUSINESS SYSTEMS  
 505 NATIONAL HWY  
 LAVALE NJ 07842

COMMENTS

PLEASE PAY FROM THIS INVOICE  
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT  
 FEE OF 1.5% PER MONTH  
 WE ACCEPT VISA MASTERCARD AND AMEX

QUEEN CITY BUSINESS SYSTEMS



- La Vale
- Morgantown
- Johnstown
- Altoona

1-800 638 4536

SHIPPING COMPANIES INC  
 HED BOX 470  
 P 5010 SEVENTH AVENUE  
 ALTOONA PA 15009

INVOICE NO  
 640056 2  
 INVOICE DATE  
 04/17/99

CUSTOMER #	PO #	ORDER DATE	SHIP DATE	SHIPPED VIA	REPRESENTATIVE	
LVH061	LS-5-46421	04/15/99	04/17/99	OUR TRUCK	LV3A06	
QUANTITY	PKG.	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				COMPANY#	APPROVAL	TODAY'S DATE
				10	912	4-14-99
				CHECKS	CHECK AMOUNT	VENDOR CODE
					\$21,774.37	4270
				LESSEE	APPR	
				FLEMING	EFS 46421	
				LEASE#	FUNDING CODE	
				24295607	AW WIRE	
					SUBTOTAL	21,774.37
					TOTAL DUE	21,774.37

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**anop**  
**NON U.S.A. INC** NEW JERSEY  
 1000 EXPLORER U.S.A., INC.  
 WINDY DRIVE  
 WINDY, NJ 08872

TELEPHONE  
 TELEX

NO. 1000000000  
 3-3-99

QUEEN CITY BUSINESS SYSTEMS,  
 INC.  
 505 NATIONAL HIGHWAY  
 LA VALE  
 MD 21502

SHIPPED TO  
 Q090

QUEEN CITY BUSINESS SYSTEMS,  
 INC.  
 505 NATIONAL HIGHWAY  
 LA VALE  
 MD 21502

ST	TR	FROM	TO	CUSTOMER ORDER NO	DATE	SHIP VIA	FREIGHT	TERM CODE	DATE SHIPPED
107	10	221-		71521 03-24-99		1 GROUND	4 COLLECT	03	

QUANTITY			ITEM NO	DESCRIPTION
ORDERED	SHIPPED	BACK-ORDERED		
1	1	0	CLC-0900-PS1	CLC900 SET-ITEM M126
			CONSIST OF	
1	✓ 1	0	13-6531-002	CLC900 M126 NJC03438 SERIAL#
1	✓ 1	0	23-5412-000	I/F BOARD A1 F110
1	✓ 1	0	24-6544-000	PC BOARD UNIT A1 M123 SERIAL# #E04352

SEE ROUTING GUIDE = 25 \*

Rec  
 3/26/99  
 JL

CKER		PCS		CARRIER	P. Fischer
HECKER		WGT		FILE	
ACKER		B/L	97299		

REPRODUCTION NO 10616942  
 PACKING SLIP/SALES COPY  
 ALL CLAIMS MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF SHIPMENT