


United States Bankruptcy Court District of <u>DELAWARE</u>		PROOF OF CLAIM	
In re (Name of Debtor) Fleming Companies, Inc et al,		Case Number 03-10945 (Jointly Administered)	
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> De Lage Landen Financial Services, Inc		<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 De Lage Landen Financial Services, Inc (t/k/a Tokai Financial) 1111 Old Eagle School Road Wayne, PA 19087			
Telephone No 800-767-5022 or 610-386-5000			
Account or other number by which Creditor identifies Debtor 24430757		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim dated _____	
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) <u>LEASE</u>		<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 <u>4/1/2002</u>		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) <u>equipment</u> 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 <u>\$7,584 25</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim			
5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED			
<input type="checkbox"/> (Secured) _____ <input checked="" type="checkbox"/> (Unsecured) <u>\$7,584 25</u> <input type="checkbox"/> (Priority) _____ <input type="checkbox"/> (Total) <u>\$7,584 25</u>			
<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 FILED SEP 11 2003  10015	
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 STAMPLD 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 <u>9/3/2003</u>	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) <u>Ray Crouse Director Litigation and Recovery</u>		

24430757

De Lage Landen Financial Services

LESSEE	Full Legal Name FLEMING COMPANIES INC DBA/ RAINBOW FOODS				Phone Number (915) 778 8996	
	Billing Address 5200 MONTANA EL PASO TX 79903				Purchase Order/Requisition Number	
	Equipment Location (if not same as above) 1				Send invoice to Payment of Accts Payable	
EQUIPMENT INFORMATION	Equipment Make	Model/Year	Serial Number	Qty	Description (Attach Separate Schedule A if Necessary)	
	SHARP	SF 2022	6660288Y	1	COPIER	
	SHARP	FO 5700	17102128	1	FACSIMILE	
	SHARP	FO-2970M	OG10778X	1	FACSIMILE	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment		Term of Lease in Months
	39	\$216.00 +	\$17.82 =	\$233.82		18 Months
						Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
						End of Lease Option: <input checked="" type="checkbox"/> F&V <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
						End of Lease Purchase Option shall be FMV unless another option is selected
						Security Deposit (PLUS) First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed
						0 + 0 + 0 = 0

TERMS AND CONDITIONS

1 Lease You (the Lessee) agree to lease from us (the Lessor) the Equipment listed above and on any attached schedule (the Lease). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. The Lease starts on the day the Equipment is delivered to you (the Commencement Date) and the Lease payments shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. Your Lease obligations are absolute unconditional and are not subject to cancellation, retention, setoff or counterclaim. You agree to pay a documentation fee of \$54.50 and if the Equipment is located in more than one location an additional \$10.00 documentation fee for each additional location. Security deposits are not interest bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. When a payment is not made when due, you agree to pay us a late charge of 10% for each payment of \$10.00 whichever is greater. We may charge you a fee of \$25.00 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2 Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you AS IS AND MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR YEAR 2000 COMPLIANCE IN CONNECTION WITH THE LEASE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs if the Equipment is attached to real estate it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to remove it without our prior written consent. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impede your obligation to pay all Lease payments when due.

3 Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses or setoffs that you may have against us or any supplier.

4 Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not give us such proof, we may elect to obtain insurance and you will pay us for any insurance premium and related costs. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will

continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with co-leases and amounts acceptable to us.

5 Taxes: You agree to pay, when due, either directly or as reimbursement to us, all taxes (i.e. sales use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings.

6 End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value) or b) return all the Equipment in good working condition at your cost in a timely manner and to a location we designate. If you fail to notify us or if you don't (a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60 day periods.

7 Default and Remedies: You are in default on this Lease if a) you fail to pay a Lease payment or any other amount when due or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: a) declare the Lease balance of unpaid Lease payments for the full Lease term immediately due and payable to us; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 6% per year plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% per year from the date of default; d) require that you immediately return the Equipment to us or we may peacefully repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine at one or more public or private sales with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8 Miscellaneous: You authorize us to sign financing statements and file financing statements on your behalf. You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier, agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You have made your operations Year 2000 compliant and "Year 2000" issues will not materially affect your operations or financial position. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Lessee (Full Legal Name) FLEMING COMPANIES INC / RAINBOW	
	Signature <i>[Signature]</i>	
	Print Name James Salazar	Date 1-8-02
	Title Director of Operations	
LESSOR	De Lage Landen Financial Services, Inc. Lease Processing Center 1055 Westlakes Drive Berwyn PA 19312 2410 PHONE: (800) 735-5373 • FAX: (800) 776-2329	
	Lease Commencement Date 1/1/02	Lease Number 24430757
	Accepted By <i>[Signature]</i>	

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of my assignee or successor of the Lessor.	
	Signature	Date
	Print Name	
ACCEPTANCE	The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature <i>[Signature]</i>	Date 1/8/02
	Print Name James Salazar	Title Director of Operations

EL PASO TRIAD

ATTN LINDA LEAHY

REMIT TO:
CORPORATE OFFICES
14397 AMARGOSA RD
VICTORVILLE CA 92392 2348
800-769-2679 FAX 760-241-3159

SOLD TO

DE LAGE LANDEN FINANCIAL SERVICES
~~1055 WESTLAKES DRIVE~~ 1111 Old Eagle School Rd
BERWYN, PA 19312 WYNE PA 19087
ATTN ACCOUNTS PAYABLE

SHIP TO

RAINBOW FOODS / Fleming Companies INC
5200 MONTANA
EL PASO, TX 79903
ATTN LAURIO GONZALES

SHIPPING #	DATE	CUST NO	CUSTOMER PO NO	INVOICE NO	ORDER REF	SALES REP		
	11/30/01	101313		32597A ** REVISED		Ramirez		
PAGE	FOB	PAYMENT TERMS		ORDER DATE	DATE SHIPPED	SLS	NO BOXES	WEIGHT
1								
ITEM	QUANTITY SHIPPED	PART NUMBER/DESCRIPTION			B/O QUANTITY	UNIT PRICE	EXTENDED PRICE	
1	1EA	SHARP SF 2022U SERIAL # 6660288Y					3 778 69	New 4/1/02 DL-peral
2	1EA	SHARP FO-2970M SERIAL # 0G10778X					1 395 00	
3	1EA	SHARP FO-5700 SERIAL # 17102128					2 750 00	

7,923 70
0 00
7 923 70

OTHER
TOTAL

A finance charge of 1.5% per month will be made on all past due amounts up to \$1 500 00 This is an annual percentage rate of 18% Amounts over \$1 500 00 will be charged at 1% of the amount in excess of \$1 500 00 an annual percentage rate of 12%

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