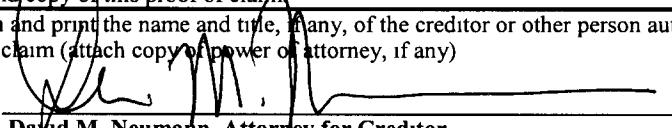


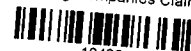
- * ED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor <b>Fleming Companies, Inc</b>		Case Number <b>03-10945 (MFW)</b>
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment 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) <b>GE Consumer Products</b> <b>fka GE Lighting, a division of the General Electric Company</b> <b>1975 Noble Road, Bldg 328H</b> <b>Cleveland, OH 44112</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 type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent <b>David M. Neumann, Esq</b> <b>Benesch Friedlander Coplan &amp; Aronoff LLP</b> <b>2300 BP Tower, 200 Public Square</b> <b>Cleveland, OH 44114</b> <b>Telephone number (216) 363-4584</b>	THIS SPACE IS FOR COURT USE ONLY	
Account or other number by which creditor identifies debtor	Check here <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated _____	
<b>1 Basis for Claim</b> <input checked="" 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 type="checkbox"/> Other _____ <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 _____		
<b>2 Date debt was Incurred</b> <b>Prepetition</b>	<b>3 If court judgment, date obtained</b>	
<b>4 Total Amount of Claim at Time Case Filed \$3,225,407.61 (\$1,087,115.35 of this amount has been separately asserted as a reclamation claim pursuant to court-approved procedures governing reclamation claims in these cases. Such reclamation claim has been asserted herein, to the extent that such reclamation claim is either reduced or is otherwise determined to not be entitled to administrative expense priority status.)</b>  If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input 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.		
<b>5 Secured Claim</b> <input checked="" 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 checked="" type="checkbox"/> Other <b>Lighting Products, Accounts Receivable, and Proceeds of Both</b>  Value of Collateral \$ <b>Unknown</b>  Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____	<b>6 Unsecured Priority Claim</b> <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 \$4,650),* 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) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> 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) <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)(____) <i>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</i>	
<b>7 Credits</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.  <b>8 Supporting Documents</b> 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. See Summary Exhibits A and B, and Exhibit C.  <b>9 Date-Stamped Copy</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date <b>September 10, 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)  By  <b>David M. Neumann, Attorney for Creditor</b>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.		

FILED

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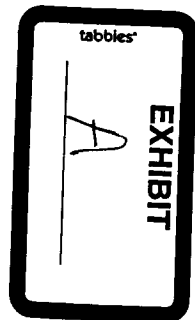
Fleming Companies Claim



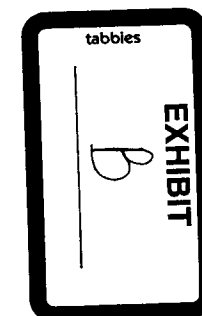
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Fleming Accounts Receivable Balance 7/10/03

	Extended	Curr	PD 1 Month	PD 2 Month	PD 3 5 Month	PD 6 11 Month	PD 12 +	Credits	TOTAL
2803000 FLEMING Oklahoma City	\$0 00	\$0 00	\$0 00	\$0 00	\$130 729 20	\$78 233 75	\$40 565 96	(\$55 904 43)	\$193 624 48
2803100 FLEMING Oklahoma City	\$0 00	\$0 00	\$0 00	\$0 00	\$6 288 98	\$23 617 51	\$0 00	(\$758 896 43)	(\$728 989 94)
2802700 FLEMING GMD Oklahoma Ci	\$522 34	\$0 00	\$0 00	\$0 00	\$0 00	\$25 899 72	\$14 605 13	(\$4 737 02)	\$36 290 17
2802800 FLEMING INC Oklahoma City	\$0 00	\$0 00	\$0 00	\$0 00	\$356 359 66	\$40 433 22	\$34 108 50	(\$20 690 34)	\$410 211 04
2803400 FLEMING Oklahoma City	\$0 00	\$0 00	\$0 00	\$0 00	\$355 482 54	\$12 023 54	\$7 752 24	(\$35 200 37)	\$340 057 95
2803600 FLEMING Oklahoma City	\$834 50	\$0 00	\$0 00	\$0 00	\$321 226 20	\$24 178 06	\$28 597 99	(\$27 087 80)	\$347 748 95
2803700 FLEMING Oklahoma City	\$0 00	\$0 00	\$0 00	\$0 00	\$278 213 18	\$21 444 20	\$19 998 95	(\$22 525 00)	\$297 131 33
2802900 FLEMING - Altoona	\$0 00	\$0 00	\$0 00	\$0 00	\$947 20	\$616 32	\$0 00	\$0 00	\$1 563 52
2803200 FLEMING - Lacrosse	\$2 104 32	\$0 00	\$0 00	\$0 00	\$232 998 13	\$31 373 64	\$4 603 03	(\$31 288 75)	\$239 790 37
2803300 FLEMING - Lacrosse	\$0 00	\$0 00	\$0 00	\$0 00	\$688 40	\$340 16	\$0 00	(\$13 55)	\$1 015 01
2802600 ALLIED MERCH INDUSTRY	\$0 00	\$0 00	\$0 00	\$0 00	\$40 853 56	\$0 00	\$0 00	(\$9 563 35)	\$31 290 21
	\$3 461 16	\$0 00	\$0 00	\$0 00	\$1 723 787 05	\$258 160 12	\$150 231 80	(\$965 907 04)	\$1 169 733 09



Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
2351100	FLEMING GMD-DIP	2474321	ANTHONY BIG 8 FOODS	9	2001	\$424 14
2351100	FLEMING GMD-DIP	2342956	AZLE IGA	9	2001	\$1 110 00
2351100	FLEMING GMD-DIP	2474305	BIG 8 FOODS	9	2001	\$424 14
2351100	FLEMING GMD-DIP	2474301	BIG 8 FOODS LTD	9	2001	\$467 22
2351100	FLEMING GMD-DIP	2474302	BIG 8 FOODS LTD	9	2001	\$424 14
2351100	FLEMING GMD-DIP	2474303	BIG 8 FOODS LTD	9	2001	\$424 14
2351100	FLEMING GMD-DIP	2474304	BIG 8 FOODS LTD	9	2001	\$424 14
2351100	FLEMING GMD-DIP	2474306	BIG 8 FOODS LTD	9	2001	\$467 22
2351100	FLEMING GMD-DIP	024-74307	BIG 8 FOODS LTD	9	2001	\$467 22
2351100	FLEMING GMD-DIP	2342	BURRUS SUPER MARKETS	9	2001	\$7 919 00
2351100	FLEMING GMD-DIP	008-83210	CARL'S #1	9	2001	\$2 164 79
2351100	FLEMING GMD-DIP	008-83228	CARL'S #2	9	2001	\$2 316 00
2351100	FLEMING GMD-DIP	008-83194	CARL'S #5	9	2001	\$2 164 79
2351100	FLEMING GMD-DIP	008-83251	CARL'S #6	9	2001	\$4 141 72
2351100	FLEMING GMD-DIP	008-83186	CARL'S #7	9	2001	\$4 551 01
2351100	FLEMING GMD-DIP	136-35800	COLLINSVILLE HOMETOWN IGA	8	2001	\$1 000 00
2351100	FLEMING GMD-DIP	136-35202	DICUS #3	9	2001	\$1 582 97
2351100	FLEMING GMD-DIP	337538	EDMOND MARKET PLAZA	9	2001	\$246 54
2351100	FLEMING GMD-DIP	2342290	FEAGIN SUPERMARKET	9	2001	\$1 713 14
2351100	FLEMING GMD-DIP	136-35775	FOOD WORLD	8	2001	\$1 000 00
2351100	FLEMING GMD-DIP	136-36803	HARVEST FINE FOODS	8	2001	\$1 000 00
2351100	FLEMING GMD-DIP	136-36804	HARVEST FINE FOODS	8	2001	\$1 000 00
2351100	FLEMING GMD-DIP	136-36805	HARVEST FINE FOODS	8	2001	\$1 000 00
2351100	FLEMING GMD-DIP	008-83601	KIRBY MODEL MARKET	9	2001	\$1 345 31
2351100	FLEMING GMD-DIP	021-73309	LAWRENCE IGA #1389	9	2001	\$1 200 00
2351100	FLEMING GMD-DIP	2472099	LAWRENCE (GERE)	9	2001	\$16 720 00
2351100	FLEMING GMD-DIP	72193	LAWRENCE IGA	9	2001	\$1 200 00
2351100	FLEMING GMD-DIP	72394	LAWRENCE IGA #1	9	2001	\$1 200 00
2351100	FLEMING GMD-DIP	72463	LAWRENCE IGA #2	9	2001	\$1 200 00
2351100	FLEMING GMD-DIP	72113	LAWRENCE IGA #3	9	2001	\$1 200 00
2351100	FLEMING GMD-DIP	72133	LAWRENCE IGA #5	9	2001	\$1 200 00
2351100	FLEMING GMD-DIP	72523	LAWRENCE IGA #7	9	2001	\$1 200 00
2351100	FLEMING GMD-DIP	2342074	LEVEL FOOD CENTER #1074	9	2001	\$1 713 14
2351100	FLEMING GMD-DIP	2342075	LEVEL FOOD CENTER #1075	9	2001	\$713 16
2351100	FLEMING GMD-DIP	2342546	LEVEL FOOD CTR #0546	9	2001	\$1 713 14
2351100	FLEMING GMD-DIP	2342229	LEVELS #1229	9	2001	\$1 713 14
2351100	FLEMING GMD-DIP	337785	MEGAMARKET #3	9	2001	\$3 000 00
2351100	FLEMING GMD-DIP	012 16536	OAK TREE FOODS	9	2001	\$700 00
2351100	FLEMING GMD-DIP	2474320	POWELL'S BIG 8 FOODS	9	2001	\$424 14
2351100	FLEMING GMD-DIP	2474330	S+S BIG 8 FOODS	9	2001	\$424 14
2351100	FLEMING GMD-DIP	008-83000	SUPER S	9	2001	\$44 798 40
2351100	FLEMING GMD-DIP	2342518	WYLLIE SUPERMARKET	9	2001	\$1 130 00
2351200	FLEMING INC-DIP	55-485-00	52ND & OKLAHOMA SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	55-550-00	76TH STREET SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-734-00	APPLETON WEST SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-097-00	AUGUSTA IGA	9	2000	\$1 346 84



Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
2351200	FLEMING INC-DIP	65-026-00	B & R IGA	9	2000	\$2 531 83
2351200	FLEMING INC-DIP	45-544-00	BAUERSFELD NORTH	9	2000	\$1 879 69
2351200	FLEMING INC-DIP	45-535-00	BAUERSFELD WEST	9	2000	\$1 081 05
2351200	FLEMING INC-DIP	45-500-00	BAUERSFELD GROCERY	9	2000	\$1 964 17
2351200	FLEMING INC-DIP	65-150-00	BEATRICE SUPER	2	2001	\$875 91
2351200	FLEMING INC-DIP	55-805-00	BELOIT SUPER SAVER	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-253-00	BERLIN SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	42-109-00	BOB'S EXCELSIOR IGA	9	2000	\$4 699 90
2351200	FLEMING INC-DIP	45-470-00	BOBS IGA FARM MKT	9	2000	\$185 08
2351200	FLEMING INC-DIP	42-105-00	BOB'S NORTH OAK IGA	9	2000	\$6 031 72
2351200	FLEMING INC-DIP	65-450-00	BOOGAARTS	9	2000	\$401 99
2351200	FLEMING INC-DIP	42-452-00	BOONEVILLE UNITED SUPER	9	2000	\$402 78
2351200	FLEMING INC-DIP	55-356-00	BRILLION SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-320-00	BRODHEAD SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	65-259-00	BUCHE JUBILEE	3	2002	\$833 43
2351200	FLEMING INC-DIP	55-638-00	BUTLER SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-213-00	CALHOUN ROAD SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	62-103-00	CARSONS IGA	9	2000	\$367 17
2351200	FLEMING INC-DIP	75-246-00	CARTERS IGA	9	2000	\$739 06
2351200	FLEMING INC-DIP	45-707-00	CHARLES IGA	9	2000	\$474 09
2351200	FLEMING INC-DIP	45-852-00	CHECKERS	9	2000	\$2 911 24
2351200	FLEMING INC-DIP	45-419-00	CIMARRON IGA	9	2000	\$665 91
2351200	FLEMING INC-DIP	45-701-00	CLASENS CHECKENS	9	2000	\$2 579 22
2351200	FLEMING INC-DIP	42-555-00	COLUMBIA MEGA MARKET	9	2000	\$4 422 14
2351200	FLEMING INC-DIP	45-417-00	CONCORDIA IGA	9	2000	\$1 549 17
2351200	FLEMING INC-DIP	55-581-00	COTTAGE GROVE SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-826-00	COUNTRY HARVEST	9	2000	\$1 541 11
2351200	FLEMING INC-DIP	75-102-00	CVS IGA	9	2000	\$467 00
2351200	FLEMING INC-DIP	75-103-00	CVS IGA	9	2000	\$359 57
2351200	FLEMING INC-DIP	76-104-00	CV S IGA	9	2000	\$946 69
2351200	FLEMING INC-DIP	55-375-00	DANIELS JANESVILLE WEST	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-706-00	DANNY S IGA	9	2000	\$2 183 69
2351200	FLEMING INC-DIP	55-801-00	ELKHORN SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	55-342-00	ELM GROVE SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	55-815-00	FDL & HAMPTON SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	45-985-00	FESTIVAL FOODS	3	2002	\$5 709 23
2351200	FLEMING INC-DIP	58-060-00	FOOD 4 LESS	9	2000	\$2 400 00
2351200	FLEMING INC-DIP	55-780-00	FORT ATKINSON SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-824-00	FOX RUN SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-703-00	GENE'S EAST	9	2000	\$648 39
2351200	FLEMING INC-DIP	45-704-00	GENE'S WEST	9	2000	\$1 102 98
2351200	FLEMING INC-DIP	47-974-00	GLOBAL MARKET	9	2000	\$2 097 18
2351200	FLEMING INC-DIP	65-347-00	GRAND CENTRAL FOODS	10	2000	\$1 553 60
2351200	FLEMING INC-DIP	65-078-00	GRAND CENTRAL IGA	9	2000	\$868 86
2351200	FLEMING INC-DIP	55-635-00	HARMONY SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	65-122-00	HENDERSON S IGA	9	2000	\$881 13

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
2351200	FLEMING INC-DIP	55-702-00	HILLDALE SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-317-00	HOWELL AVENUE SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	45-373-00	HUMBOLDT IGA	9	2000	\$703 43
2351200	FLEMING INC-DIP	77-152-00	IGA THRIFTWAY	3	2002	\$652 41
2351200	FLEMING INC-DIP	77-284-00	IGA THRIFTWAY #2	9	2000	\$652 41
2351200	FLEMING INC-DIP	77-171-00	IGA THRIFTWAY 1	9	2000	\$1 562 64
2351200	FLEMING INC-DIP	55-225-00	JIM & JUDY'S FOODS	9	2000	\$600 00
2351200	FLEMING INC-DIP	45-401-00	J S IGA	9	2000	\$667 60
2351200	FLEMING INC-DIP	67-550-00	KEYSTONE PHARMACY #50	12	2000	\$1 335 93
2351200	FLEMING INC-DIP	55-114-00	LAKE GENEVA SENTRY	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-592-00	LAKE MILLS SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-610-00	LISBON AVENUE SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-360-00	M & M	9	2000	\$126 79
2351200	FLEMING INC-DIP	75-116-00	MARVIN'S IGA	9	2000	\$481 46
2351200	FLEMING INC-DIP	75-134-00	MARVIN'S IGA	9	2000	\$530 39
2351200	FLEMING INC-DIP	75-243-00	MARVIN S IGA	9	2000	\$459 56
2351200	FLEMING INC-DIP	77-190-00	MARVIN S IGA	9	2000	\$665 91
2351200	FLEMING INC-DIP	75-383-00	MARVIN'S IGA II	9	2000	\$989 55
2351200	FLEMING INC-DIP	67-543-00	MEDICINE CHEST #43	1	2001	\$1 671 38
2351200	FLEMING INC-DIP	67-544-00	MEDICINE CHEST #44	2	2001	\$1 544 07
2351200	FLEMING INC-DIP	67-563-00	MEDICINE CHEST #63	12	2000	\$1 232 42
2351200	FLEMING INC-DIP	67-566-00	MEDICINE CHEST #66	12	2000	\$1 383 44
2351200	FLEMING INC-DIP	67-571-00	MEDICINE CHEST #71	2	2001	\$1 559 61
2351200	FLEMING INC-DIP	67-572-00	MEDICINE CHEST #72	2	2001	\$1 497 08
2351200	FLEMING INC-DIP	65-579-00	MEDICINE CHEST #79	2	2001	\$1 632 42
2351200	FLEMING INC-DIP	67-590-00	MEDICINE CHEST #90	12	2000	\$1 465 21
2351200	FLEMING INC-DIP	67-594-00	MEDICINE CHEST #94	12	2000	\$1 432 19
2351200	FLEMING INC-DIP	67-596-00	MEDICINE CHEST #96	12	2000	\$1 452 21
2351200	FLEMING INC-DIP	67-598-00	MEDICINE CHEST #98	12	2000	\$1 310 59
2351200	FLEMING INC-DIP	55-745-00	MIDDLETON SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-372-00	MOBERLY FOOD 4 LESS	9	2000	\$363 74
2351200	FLEMING INC-DIP	75-119-00	MONTGOMERY IGA	9	2000	\$800 00
2351200	FLEMING INC-DIP	55-030-00	MUKWONAGO SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-440-00	MULCHS UNITED SUPER	9	2000	\$1 288 42
2351200	FLEMING INC-DIP	55-220-00	MUSKEGO SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-206-00	NATIONAL AVENUE SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-465-00	NICKERSON IGA	9	2000	\$257 22
2351200	FLEMING INC-DIP	65-758-00	NO FRILLS SUPERMARKET	9	2000	\$1 267 39
2351200	FLEMING INC-DIP	45-795-00	NOEWELLS FOODS-BRANSON	9	2000	\$1 825 73
2351200	FLEMING INC-DIP	45-447-00	NOWELLS	9	2000	\$1 018 15
2351200	FLEMING INC-DIP	45-436-00	NOWELL'S	9	2000	\$1 206 63
2351200	FLEMING INC-DIP	45-796-00	NOWELLS FOODS HOLLISTER	9	2000	\$1 189 66
2351200	FLEMING INC-DIP	45-351-00	NOWELL S JEFFERSON CITY	9	2000	\$1 482 84
2351200	FLEMING INC-DIP	55-292-00	OAKLAND AVENUE SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	75-172-00	PANAMA IGA	9	2000	\$529 02
2351200	FLEMING INC-DIP	45-690-00	PAULINE FOOD STORE	9	2000	\$504 62

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
2351200	FLEMING INC-DIP	42-222-00	PLATTE WOODS PIGGLY WIGGLY	9	2000	\$1 528 96
2351200	FLEMING INC-DIP	55-761-00	PORT CALUMET SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-101-00	PORT WASHINGTON SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-645-00	PRAIRIE DU SAC SENTRY	9	2000	\$980 00
2351200	FLEMING INC-DIP	42-607-00	R J TURNER FOOD STORE	9	2000	\$605 61
2351200	FLEMING INC-DIP	55-714-00	RAWSON SUPER SAVER	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	45-520-00	RAYTOWN US	9	2000	\$3 919 96
2351200	FLEMING INC-DIP	42-409-00	RICHMOND HILLS US	9	2000	\$1 194 35
2351200	FLEMING INC-DIP	45-429-00	RICH S IGA	9	2000	\$363 02
2351200	FLEMING INC-DIP	75-209-00	ROLAND IGA	9	2000	\$554 14
2351200	FLEMING INC-DIP	45-099-00	ROSEHILL IGA	9	2000	\$593 74
2351200	FLEMING INC-DIP	65-046-00	RUSS BISHOP HEIGHTS IGA	9	2000	\$2 565 32
2351200	FLEMING INC-DIP	65-056-00	RUSS MARKET #21	3	2002	\$1 282 61
2351200	FLEMING INC-DIP	65-036-00	RUSS'S IGA	9	2000	\$2 300 64
2351200	FLEMING INC-DIP	65-266-00	RUSS'S IGA	9	2000	\$2 216 72
2351200	FLEMING INC-DIP	65-076-00	RUSS S MARKET #14	9	2000	\$1 484 65
2351200	FLEMING INC-DIP	65-086-00	RUSS S MARKET #15	9	2000	\$1 131 74
2351200	FLEMING INC-DIP	65-096-00	RUSS S MARKET #16	9	2000	\$1 708 65
2351200	FLEMING INC-DIP	55-432-00	SCOTLAND SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-442-00	SENTRY FOODS	9	2000	\$600 00
2351200	FLEMING INC-DIP	55-825-00	SENTRY FOODS TUCKAWAY	9	2000	\$600 00
2351200	FLEMING INC-DIP	45-427-00	SHARPS IGA	9	2000	\$864 30
2351200	FLEMING INC-DIP	45-416-00	SMILLIES IGA	9	2000	\$498 19
2351200	FLEMING INC-DIP	55-454-00	STADIUM SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-700-00	STATE STREET SENTRY	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-333-00	SUN PRAIRIE SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-192-00	SUPER SAVE PEWAUKEE	9	2000	\$2 754 10
2351200	FLEM NG INC-DIP	65-206-00	SUPER SAVER	9	2000	\$1 130 47
2351200	FLEMING INC-DIP	65-306-00	SUPER SAVER	9	2000	\$3 618 87
2351200	FLEMING INC-DIP	65-406-00	SUPER SAVER	9	2000	\$2 319 51
2351200	FLEMING INC-DIP	65-506-00	SUPER SAVER	9	2000	\$2 614 56
2351200	FLEMING INC-DIP	65-606-00	SUPER SAVER	9	2000	\$2 435 64
2351200	FLEMING INC-DIP	65-706-00	SUPER SAVER	9	2000	\$1 315 47
2351200	FLEMING INC-DIP	65-806-00	SUPER SAVER	9	2000	\$1 965 73
2351200	FLEMING INC-DIP	65-906-00	SUPER SAVER	9	2000	\$2 299 16
2351200	FLEMING INC-DIP	55-428-00	SUPER SAVER 76TH & COLD SPRING	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-051-00	SUPER SAVER BROWN DEER	9	2000	\$980 00
2351200	FLEMING INC-DIP	55-172-00	SUPER SAVER CAPITAL & CALHOUN	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-165-00	SUPER SAVER GLENWOOD CROSSING	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-140-00	SUPER SAVER MANITOWOC	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-182-00	SUPER SAVER MENOMONEE FALLS	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-856-00	SUPER SAVER OAK CREEK	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-056-00	SUPER SAVER RACINE	9	2000	\$1 800 00
2351200	FLEMING INC-DIP	55-151-00	SUPER SAVER SOUTHTOWNE	9	2000	\$2 400 00
2351200	FLEMING INC-DIP	55-041-00	SUPER SAVER WAUKESHA	9	2000	\$980 00
2351200	FLEMING INC-DIP	55-414-00	SUPER SAVER WEST MILWAUKEE	9	2000	\$1 800 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
2351200	FLEMING INC-DIP	55-195-00	SUPER SAVOR GRAFTON	6	2001	\$900 00
2351200	FLEMING INC-DIP	55-258-00	SUPER SAVOR OCONOMOWOC	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-237-00	SUSSEX SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-156-00	TWIN LAKES SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	55-395-00	TWO RIVERS SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	75-125-00	VIAN IGA	9	2000	\$571 36
2351200	FLEMING INC-DIP	45-365-00	WAKEENEY IGA	9	2000	\$430 02
2351200	FLEMING INC-DIP	55-681-00	WALWORTH SENTRY	9	2000	\$4 961 67
2351200	FLEMING INC-DIP	55-409-00	WAUNAKEE SENTRY	9	2000	\$600 00
2351200	FLEMING INC-DIP	55-122-00	WEBSTER AVENUE SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-340-00	WHITE S KINGMAN IGA	9	2000	\$665 91
2351200	FLEMING INC-DIP	55-126-00	WHITEWATER SENTRY	9	2000	\$1 200 00
2351200	FLEMING INC-DIP	45-334-00	WILLARDS IGA	9	2000	\$443 57
3021900	FLEMING-LACROSSE-DIP	12349	APPLEBAUM IGA	9	2002	\$556 62
3021900	FLEMING-LACROSSE-DIP	500067	BIELOH FAMILY FOOSDS	9	2002	\$800 00
3021900	FLEMING-LACROSSE-DIP	11010	BOB'S FOOD STORE	9	2002	\$563 56
3021900	FLEMING-LACROSSE-DIP	11035	CAPITOL CENTER FOODS	9	2002	\$563 56
3021900	FLEMING-LACROSSE-DIP	11075	CLIPPER S IGA	9	2002	\$563 56
3021900	FLEMING-LACROSSE-DIP	10995	DONS VALLEY IGA	9	2002	\$555 15
3021900	FLEMING-LACROSSE-DIP	688086	ED'S FOODS	9	2002	\$1 263 60
3021900	FLEMING-LACROSSE-DIP	11019	FESTIVAL FOODS	9	2002	\$2 948 72
3021900	FLEMING-LACROSSE-DIP	11040	FESTIVAL FOODS	9	2002	\$2 857 62
3021900	FLEMING-LACROSSE-DIP	11068	GORDY'S IGA	9	2002	\$905 60
3021900	FLEMING-LACROSSE-DIP	11285	GRAY'S IGA	9	2002	\$564 72
3021900	FLEMING-LACROSSE-DIP	11026	HANSEN S IGA	9	2002	\$727 65
3021900	FLEMING-LACROSSE-DIP	11032	HANSEN'S IGA	9	2002	\$606 16
3021900	FLEMING-LACROSSE-DIP	11061	HANSON'S IGA	9	2002	\$529 96
3021900	FLEMING-LACROSSE-DIP	11132	HARMONY IGA	9	2002	\$555 15
3021900	FLEMING-LACROSSE-DIP	10452	JAMIE S STAR MARKET	9	2002	\$504 00
3021900	FLEMING-LACROSSE-DIP	11047	JENIFER STREET IGA	9	2002	\$563 56
3021900	FLEMING-LACROSSE-DIP	11085	JOHNS EXTRA FOODS	9	2002	\$557 78
3021900	FLEMING-LACROSSE-DIP	11094	JOHNS FOOD RANCH	9	2002	\$558 75
3021900	FLEMING-LACROSSE-DIP	11124	JUBILEE FOODS	9	2002	\$1 511 56
3021900	FLEMING-LACROSSE-DIP	11169	JUBILEE FOODS	9	2002	\$1 393 56
3021900	FLEMING-LACROSSE-DIP	800175	JUBILEE FOODS	9	2002	\$1 600 00
3021900	FLEMING-LACROSSE-DIP	500836	KINTLOSS CORP	9	2002	\$2 410 38
3021900	FLEMING-LACROSSE-DIP	12462	KNOWLANS	9	2002	\$830 35
3021900	FLEMING-LACROSSE-DIP	12434	KNOWLANS SUPER MKT #2	9	2002	\$514 80
3021900	FLEMING-LACROSSE-DIP	10897	MIDTOWN FOODS IGA	9	2002	\$563 56
3021900	FLEMING-LACROSSE-DIP	672365	MIKES IGA	9	2002	\$555 15
3021900	FLEMING-LACROSSE-DIP	1	MINER'S INC	9	2002	\$15 523 20
3021900	FLEMING-LACROSSE-DIP	11007	MOORE'S IGA	9	2002	\$563 56
3021900	FLEMING-LACROSSE-DIP	500090	OGLE'S IGA	9	2002	\$1 622 88
3021900	FLEMING-LACROSSE-DIP	475036	ONEYS FOOD STORE	9	2002	\$600 00
3021900	FLEMING-LACROSSE-DIP	475044	ONEYS FOOD STORE	9	2002	\$1 200 00
3021900	FLEMING-LACROSSE-DIP	475184	ONEYS FOOD STORE	9	2002	\$600 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
3021900	FLEMING-LACROSSE-DIP	475192	ONEYS FOOD STORE	9	2002	\$600 00
3021900	FLEMING-LACROSSE-DIP	12806	PTACEKS #2	9	2002	\$463 04
3021900	FLEMING-LACROSSE-DIP	11054	QUILLIN'S IGA	9	2002	\$548 91
3021900	FLEMING-LACROSSE-DIP	11046	QUILLINS	9	2002	\$727 65
3021900	FLEMING-LACROSSE-DIP	11005	QUILLIN'S WEST	9	2002	\$548 91
3021900	FLEMING-LACROSSE-DIP	11473	QUILLINS FOODHOUSE	9	2002	\$576 45
3021900	FLEMING-LACROSSE-DIP	11484	QUILLINS IGA SHELBY	9	2002	\$3 421 24
3021900	FLEMING-LACROSSE-DIP	12331	RAINBOW FOODS	9	2002	\$106 453 18
3021900	FLEMING-LACROSSE-DIP	11099	RUSHFORD IGA	9	2002	\$549 38
3021900	FLEMING-LACROSSE-DIP	10992	SKIPPY'S IGA	9	2002	\$1 157 42
3021900	FLEMING-LACROSSE-DIP	11012	SKOGENS CENTER 90	9	2002	\$535 71
3021900	FLEMING-LACROSSE-DIP	11118	SKOGENS IGA	9	2002	\$463 12
3021900	FLEMING-LACROSSE-DIP	501597	SUPER ONE	9	2002	\$1 641 60
3763000	FLEMING-DIP	0002124-6	ADRIENS SUPERMARKET	9	2000	\$5 000 00
3763000	FLEMING-DIP	0002125-3	ADRIENS SUPERMARKET	9	2000	\$5 000 00
3763000	FLEMING-DIP	240	B5 ZWOLLE #310 IGA	9	2000	\$1 500 00
3763000	FLEMING-DIP	0000277-4	BIG STAR #147	9	2000	\$2 250 00
3763000	FLEMING-DIP	159-60723	BIG STAR #50	5	2002	\$1 000 00
3763000	FLEMING-DIP	0000279-0	BIG STAR #9	9	2000	\$600 00
3763000	FLEMING-DIP	159-81729	BS #20	9	2000	\$1 000 00
3763000	FLEMING-DIP	4994	BS #27	9	2000	\$2 000 00
3763000	FLEMING-DIP	8235	BS #60	9	2000	\$2 000 00
3763000	FLEMING-DIP	159-84947	BS #7	9	2000	\$1 000 00
3763000	FLEMING-DIP	27235	BS MANSFIELD	9	2000	\$1 500 00
3763000	FLEMING-DIP	27086	BS MANY	9	2000	\$1 500 00
3763000	FLEMING-DIP	27078	BS TOLEDO BEND	9	2000	\$1 500 00
3763000	FLEMING-DIP	27334	BUDDY'S IGA	9	2000	\$1 500 00
3763000	FLEMING-DIP	62471	CARLIE C IGA	9	2000	\$1 500 00
3763000	FLEMING-DIP	72835	CARLIE C IGA	9	2000	\$1 500 00
3763000	FLEMING-DIP	81158	CARLIE C IGA	9	2000	\$1 500 00
3763000	FLEMING-DIP	62430	CARLIE C IGA #4	9	2000	\$1 500 00
3763000	FLEMING-DIP	159-37135	CHESTER MARKETPLACE	9	2000	\$720 00
3763000	FLEMING-DIP	62422	COATS IGA	9	2000	\$1 500 00
3763000	FLEMING-DIP	159-26492	COMMUNITY SUPERMARKET	9	2000	\$1 500 00
3763000	FLEMING-DIP	0005477-5	COOPERS BIG STAR #222	9	2000	\$800 00
3763000	FLEMING-DIP	159-37291	DAVE S IGA	9	2000	\$450 00
3763000	FLEMING-DIP	46946	DOUG S IGA	9	2000	\$500 00
3763000	FLEMING-DIP	159-43364	E W JAMES #21	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-40410	E W JAMES #24	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-40436	E W JAMES #26	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-40444	E W JAMES #27	9	2000	\$1 000 00
3763000	FLEMING-DIP	1230	EDDIE S SUPER FOODS	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-13208	ELBA MARKET PLACE	5	2002	\$1 200 00
3763000	FLEMING-DIP	62463	ERWIN IGA	9	2000	\$1 500 00
3763000	FLEMING-DIP	40154	EW JAMES #11	9	2000	\$1 000 00
3763000	FLEMING-DIP	40287	EW JAMES #12	9	2000	\$1 000 00

Bill to Customer Number	Bill to Customer Name	Reseller Number	Reseller Name	Reseller New Month	Reseller New Year	Reseller New Amount
3763000	FLEMING-DIP	40295	EW JAMES #13	9	2000	\$1 000 00
3763000	FLEMING-DIP	40402	EW JAMES #15	9	2000	\$1 000 00
3763000	FLEMING-DIP	40303	EW JAMES #16	9	2000	\$1 000 00
3763000	FLEMING-DIP	40253	EW JAMES #19	9	2000	\$1 000 00
3763000	FLEMING-DIP	40220	EW JAMES #2	9	2000	\$1 000 00
3763000	FLEMING-DIP	9092	EW JAMES #20	9	2000	\$1 000 00
3763000	FLEMING-DIP	40170	EW JAMES #3	9	2000	\$1 000 00
3763000	FLEMING-DIP	40238	EW JAMES #4	9	2000	\$1 000 00
3763000	FLEMING-DIP	40196	EW JAMES #5	9	2000	\$1 000 00
3763000	FLEMING-DIP	21592	EW JAMES #6	9	2000	\$1 000 00
3763000	FLEMING DIP	45617	EW JAMES #8	9	2000	\$1 000 00
3763000	FLEMING-DIP	40246	EW JAMES #9	9	2000	\$1 000 00
3763000	FLEMING-DIP	40279	EXCEL SUPERMARKET	9	2000	\$1 000 00
3763000	FLEMING-DIP	0003356-3	FOOD CENTER	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-63586	FOOD GIANT #249	11	2001	\$600 00
3763000	FLEMING-DIP	159-21345	FOOD GIANT #31	11	2001	\$600 00
3763000	FLEMING-DIP	159-16312	FOOD GIANT #6	11	2001	\$1 200 00
3763000	FLEMING-DIP	159-16320	FOOD GIANT #7	11	2001	\$600 00
3763000	FLEMING-DIP	159-16068	FOOD GIANT #72	11	2001	\$1 200 00
3763000	FLEMING-DIP	159-16338	FOOD GIANT #73	11	2001	\$600 00
3763000	FLEMING-DIP	159-37499	FOOD GIANT #75	11	2001	\$600 00
3763000	FLEMING-DIP	159-13064	FOOD GIANT BILOXI	5	2002	\$600 00
3763000	FLEMING-DIP	159-13063	FOOD GIANT GULFPORT	5	2002	\$1 200 00
3763000	FLEMING-DIP	24554	FOOD KING	9	2000	\$600 00
3763000	FLEMING-DIP	159-34942	FOOD RITE #98	9	2000	\$600 00
3763000	FLEMING-DIP	0000430-9	FOOD RITE #D22	9	2000	\$800 00
3763000	FLEMING-DIP	159-37234	FOODLAND #1	9	2000	\$800 00
3763000	FLEMING-DIP	159-37267	FOODLAND #2	9	2000	\$800 00
3763000	FLEMING-DIP	0003782-0	FOODRITE #32	9	2000	\$800 00
3763000	FLEMING-DIP	0004858-7	FW #66	9	2000	\$600 00
3763000	FLEMING-DIP	81026	GOODING'S #8012	9	2000	\$3 000 00
3763000	FLEMING-DIP	81216	GOODING'S #8021	9	2000	\$3 000 00
3763000	FLEMING-DIP	11957	GORE'S FOODTOWN	9	2000	\$800 00
3763000	FLEMING-DIP	159-84996	GREENBRIER SUPER CENTER	9	2000	\$1 000 00
3763000	FLEMING-DIP	155-63396	GREYHOUND #92	11	2001	\$600 00
3763000	FLEMING DIP	159-69757	HAY S #3	9	2000	\$1 000 00
3763000	FLEMING-DIP	0000759-1	HAY'S #4	9	2001	\$1 000 00
3763000	FLEMING-DIP	155-38208	HOMETOWN GROCERY HARTSELLE	5	2001	\$600 00
3763000	FLEMING-DIP	159-16167	IGA FOOD GIANT #76	11	2001	\$600 00
3763000	FLEMING-DIP	159-16304	IGA FOOD GIANT #77	11	2001	\$600 00
3763000	FLEMING-DIP	159-72942	JACKSON IGA #3	9	2000	\$2 000 00
3763000	FLEMING-DIP	0007295-9	JACKSONS IGA #1	9	2001	\$2 000 00
3763000	FLEMING-DIP	0007299-1	JACKSONS IGA #2	9	2001	\$2 000 00
3763000	FLEMING-DIP	159-60137	JADES #3	9	2000	\$1 000 00
3763000	FLEMING-DIP	0004271-3	KAYE'S #1	9	2000	\$500 00
3763000	FLEMING DIP	0000573-6	KAYE'S #2	9	2000	\$500 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
3763000	FLEMING-DIP	0002467-9	KAYE S #3	9	2000	\$500 00
3763000	FLEMING-DIP	159-96305	KAYES #7	1	2002	\$1 000 00
3763000	FLEMING-DIP	159-96313	KAYES #8	1	2002	\$1 000 00
3763000	FLEMING-DIP	27433	KAYE S FDS FERRIDAY	9	2000	\$500 00
3763000	FLEMING-DIP	0002318-4	KNIGHTS #1	9	2000	\$5 000 00
3763000	FLEMING-DIP	23218	KNIGHTS #2	9	2000	\$5 000 00
3763000	FLEMING-DIP	0002322-6	KNIGHTS #3	9	2000	\$5 000 00
3763000	FLEMING-DIP	23234	KNIGHTS #4	9	2000	\$5 000 00
3763000	FLEMING-DIP	47761	LA MIA MKT	9	2000	\$795 84
3763000	FLEMING-DIP	159-75655	LUCKY S #16	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-21667	LUCKY'S #20	9	2000	\$1 200 00
3763000	FLEMING-DIP	0007568-9	LUCKYS #34	9	2000	\$1 000 00
3763000	FLEMING-DIP	0007571-3	LUCKYS #99	9	2000	\$1 000 00
3763000	FLEMING-DIP	0007566-3	LUCKY S 18	9	2000	\$1 000 00
3763000	FLEMING-DIP	0007569-7	LUCKY'S 37	9	2000	\$1 000 00
3763000	FLEMING-DIP	0008194-3	LUCKY'S 38	9	2000	\$1 000 00
3763000	FLEMING-DIP	0007570-5	LUCKY'S 94	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-16353	MARKET PLACE #95	11	2001	\$1 200 00
3763000	FLEMING-DIP	159-13043	MARKET PLACE CITRONELLE	5	2002	\$2 055 64
3763000	FLEMING-DIP	159-24661	MARKET PLACE DELI	11	2001	\$600 00
3763000	FLEMING-DIP	49593	MDSNV'LL MKTPLC	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-36723	MEGA MARKET #276	2	2001	\$1 200 00
3763000	FLEMING-DIP	70029	MILAM S MKT #2	9	2000	\$500 00
3763000	FLEMING-DIP	70011	M'LAM S SUPERMARKET	9	2000	\$790 86
3763000	FLEMING-DIP	33571	MORGAN BESTWAY	9	2000	\$500 00
3763000	FLEMING-DIP	159-40584	MUNAF0'S JUBILEE #1	9	2000	\$1 600 00
3763000	FLEMING-DIP	159-48512	MUNAF0'S JUBILEE #2	9	2000	\$1 600 00
3763000	FLEMING-DIP	3763000	MUNAF0'S JUBILEE #3	9	2000	\$1 600 00
3763000	FLEMING-DIP	43174	NEIGHBORS IGA	9	2000	\$786 75
3763000	FLEMING-DIP	43158	NEIGHBORS IGA #2	9	2000	\$500 00
3763000	FLEMING-DIP	59-35030	PERRY COUNTY MKT PLACE	9	2000	\$600 00
3763000	FLEMING-DIP	159-13067	PIC N SAVE ANDALUSIA	5	2002	\$1 868 74
3763000	FLEMING-DIP	0002712-8	PIGGLY WIGGLY	9	2000	\$800 00
3763000	FLEMING-DIP	0003519-6	PIGGLY WIGGLY	9	2000	\$400 00
3763000	FLEMING-DIP	0000269-1	PIGGLY WIGGLY #139	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-29150	PIGGLY WIGGLY #15	2	2001	\$1 200 00
3763000	FLEMING-DIP	159-29160	PIGGLY WIGGLY #16	5	2002	\$1 200 00
3763000	FLEMING-DIP	159-29200	PIGGLY WIGGLY #20	5	2002	\$1 200 00
3763000	FLEMING-DIP	0000256-8	PIGGLY WIGGLY #23	9	2000	\$600 00
3763000	FLEMING-DIP	159-29240	PIGGLY WIGGLY #24	5	2002	\$1 200 00
3763000	FLEMING-DIP	159-36749	PIGGLY WIGGLY #247	2	2001	\$1 200 00
3763000	FLEMING-DIP	159-29250	PIGGLY WIGGLY #25	5	2002	\$1 200 00
3763000	FLEMING-DIP	0000255-0	PIGGLY WIGGLY #255	9	2000	\$600 00
3763000	FLEMING-DIP	0000257-6	PIGGLY WIGGLY #257	9	2000	\$600 00
3763000	FLEMING-DIP	0000266-7	PIGGLY WIGGLY #36	9	2000	\$600 00
3763000	FLEMING-DIP	9544	PIGGLY WIGGLY #366	2	2001	\$1 200 00

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3763000	FLEMING DIP	0000268-3	PIGGLY WIGGLY #38	9	2000	\$600 00
3763000	FLEMING-DIP	159-81521	PIGGLY WIGGLY #38	9	2000	\$600 00
3763000	FLEMING-DIP	0000259-2	PIGGLY WIGGLY #39	9	2000	\$600 00
3763000	FLEMING-DIP	0000264-2	PIGGLY WIGGLY #44	9	2000	\$600 00
3763000	FLEMING-DIP	159-29050	PIGGLY WIGGLY #5	5	2002	\$600 00
3763000	FLEMING-DIP	159-29550	PIGGLY WIGGLY #55	5	2002	\$600 00
3763000	FLEMING-DIP	0000260-0	PIGGLY WIGGLY #60	9	2000	\$600 00
3763000	FLEMING-DIP	0004250-7	PIGGLY WIGGLY #68	9	2000	\$1 200 00
3763000	FLEMING-DIP	0005615-0	PIGGLY WIGGLY #78	9	2000	\$1 200 00
3763000	FLEMING-DIP	0005616-8	PIGGLY WIGGLY #79	9	2000	\$600 00
3763000	FLEMING-DIP	0000280-8	PIGGLY WIGGLY #80	9	2000	\$600 00
3763000	FLEMING-DIP	0000281-6	PIGGLY WIGGLY #81	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-29880	PIGGLY WIGGLY #88	5	2002	\$1 200 00
3763000	FLEMING-DIP	159-35071	PIGGLY WIGGLY #90	2	2001	\$1 200 00
3763000	FLEMING-DIP	159-35295	PIGGLY WIGGLY #91	2	2001	\$1 200 00
3763000	FLEMING-DIP	159-35998	PIGGLY WIGGLY #92	2	2001	\$1 200 00
3763000	FLEMING-DIP	159-35485	PIGGLY WIGGLY #93	2	2001	\$1 200 00
3763000	FLEMING-DIP	0000300-4	PIGGLY WIGGLY #94	9	2000	\$600 00
3763000	FLEMING-DIP	0006598-7	PIGLY WIGLY #22 SWANSBORO	9	2000	\$1 000 00
3763000	FLEMING-DIP	0006604-3	PIGLY WIGLY #3 JACKSONVILLE	9	2000	\$1 000 00
3763000	FLEMING-DIP	0006600-1	PIGLY WIGLY #33 KINSTON	9	2000	\$1 000 00
3763000	FLEMING-DIP	0003884-4	PIGLY WIGLY #4 JACKSONVILLE	9	2000	\$1 000 00
3763000	FLEMING-DIP	0002974-4	PIGLY WIGLY #74	9	2000	\$1 000 00
3763000	FLEMING-DIP	0002957-9	PIGLY WIGLY #75	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-05161	PONCHARTRAIN FRESH FOODS	5	2002	\$1 200 00
3763000	FLEMING-DIP	159-60798	POW #64	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-05462	PW #70	11	2001	\$600 00
3763000	FLEMING-DIP	10710	PW #10	9	2000	\$800 00
3763000	FLEMING-DIP	159-60145	PW #10	9	2000	\$1 200 00
3763000	FLEMING-DIP	0004787-8	PW #107	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60228	PW #11	9	2000	\$1 200 00
3763000	FLEMING-DIP	0007021-9	PW #11 MADISON	9	2000	\$1 000 00
3763000	FLEMING-DIP	0000717-9	PW #121	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60251	PW #13	9	2000	\$1 200 00
3763000	FLEMING-DIP	60327	PW #15	9	2000	\$1 000 00
3763000	FLEMING-DIP	0000724-5	PW #164 MEMPHIS	9	2000	\$1 000 00
3763000	FLEMING-DIP	60434	PW #17	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60277	PW #18	9	2000	\$1 200 00
3763000	FLEMING-DIP	0005404-9	PW #187 MEMPHIS	9	2000	\$1 000 00
3763000	FLEMING-DIP	0000604-9	PW #189 MEMPHIS	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60285	PW #19	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60012	PW #2 GRIFTON	9	2000	\$1 200 00
3763000	FLEMING-DIP	20198	PW #21	9	2000	\$600 00
3763000	FLEMING-DIP	159-60293	PW #29	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-34850	PW #30	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60368	PW #31	9	2000	\$1 200 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
3763000	FLEMING-DIP	159-34991	PW #32	9	2000	\$1 200 00
3763000	FLEMING DIP	159-34876	PW #35	9	2000	\$600 00
3763000	FLEMING-DIP	159-34892	PW #36	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60418	PW #37	9	2000	\$1 200 00
3763000	FLEMING-DIP	66035	PW #38	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60426	PW #41	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-35022	PW #42	9	2000	\$600 00
3763000	FLEMING-DIP	66191	PW #43	9	2000	\$1 500 00
3763000	FLEMING-DIP	70268	PW #46	9	2000	\$1 000 00
3763000	FLEMING-DIP	42861	PW #47 TRENTON	9	2000	\$1 000 00
3763000	FLEMING-DIP	9498	PW #49 WASHINGTON	9	2000	\$1 000 00
3763000	FLEMING-DIP	67579	PW #51 AURORA	9	2000	\$1 000 00
3763000	FLEMING-DIP	0004473-5	PW #51 MEMPHIS	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60848	PW #52 GRANTSBORO	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-73403	PW #54	9	2000	\$1 000 00
3763000	FLEMING-DIP	65797	PW #56 NEWBERN	9	2000	\$1 000 00
3763000	FLEMING-DIP	47720	PW #57 EXTRA	9	2000	\$1 000 00
3763000	FLEMING-DIP	69948	PW #58 GOLDSBORO	9	2000	\$1 000 00
3763000	FLEMING-DIP	7823	PW #6 NEWTON	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60475	PW #60 KINSTON	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60509	PW #61 KINSTON	9	2000	\$1 200 00
3763000	FLEMING-DIP	0000716-1	PW #61 MEMPHIS	9	2000	\$1 000 00
3763000	FLEMING-DIP	75549	PW #63	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60756	PW #63	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-34447	PW #64 AYDEN	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60525	PW #65	9	2000	\$1 200 00
3763000	FLEMING-DIP	77842	PW #66 KINSTON	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60533	PW #67 ROCKY MOUNT	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60541	PW #68 ROCKY MOUNT	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60558	PW #69 WILSON	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-33985	PW #70 FARMVILLE	9	2000	\$1 200 00
3763000	FLEMING-DIP	20990	PW #70 LOUISVILLE	9	2000	\$800 00
3763000	FLEMING-DIP	159-60566	PW #71 WILSON	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60582	PW #72 R/RAPIDS	9	2000	\$1 200 00
3763000	FLEMING-DIP	59618	PW #73 GOLDSBORO	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-73411	PW #76	9	2000	\$1 000 00
3763000	FLEMING-DIP	73338	PW #77	9	2000	\$1 000 00
3763000	FLEMING-DIP	73379	PW #78	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-84954	PW #8	9	2000	\$1 000 00
3763000	FLEMING-DIP	63958	PW #80	9	2000	\$1 200 00
3763000	FLEMING-DIP	63974	PW #81	9	2000	\$1 200 00
3763000	FLEMING-DIP	63925	PW #82	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60681	PW #82	9	2000	\$1 200 00
3763000	FLEMING-DIP	61150	PW #83	9	2000	\$1 000 00
3763000	FLEMING-DIP	64014	PW #83	9	2000	\$1 200 00
3763000	FLEMING-DIP	63982	PW #85	9	2000	\$1 200 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
3763000	FLEMING-DIP	159-60764	PW #85 PINETOPS	9	2000	\$1 200 00
3763000	FLEMING-DIP	64006	PW #86	9	2000	\$1 200 00
3763000	FLEMING-DIP	65805	PW #86 WALLACE	9	2000	\$1 000 00
3763000	FLEMING-DIP	29850	PW #87	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-60822	PW #89 AHOSKIE	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-60079	PW #9	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-78782	PW #9	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-16361	PW #96	11	2001	\$600 00
3763000	FLEMING-DIP	159-60863	PW #99	9	2000	\$600 00
3763000	FLEMING-DIP	159-15995	PW #999	11	2001	\$600 00
3763000	FLEMING-DIP	65995	PW 334 GREENVILLE	9	2000	\$1 000 00
3763000	FLEMING-DIP	66027	PW 39 GOLDSBORO	9	2000	\$1 000 00
3763000	FLEMING-DIP	27037	PW 4 CORNERS	9	2000	\$500 00
3763000	FLEMING-DIP	63941	PW 84	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-13016	PW ABBEVILLE	5	2002	\$1 566 54
3763000	FLEMING-DIP	159-13056	PW BAYMINETTE	5	2002	\$1 839 56
3763000	FLEMING-DIP	159-13047	PW BAYSPRINGS	5	2002	\$1 038 31
3763000	FLEMING-DIP	159-13023	PW BRUNDIDGE	5	2002	\$513 53
3763000	FLEMING-DIP	159-13041	PW BUTLER	5	2002	\$700 00
3763000	FLEMING-DIP	159-13010	PW CENTURY	5	2002	\$1 200 00
3763000	FLEMING-DIP	159-13022	PW CLAYTON	5	2002	\$1 576 18
3763000	FLEMING-DIP	22152	PW CLEMENTS	9	2000	\$500 00
3763000	FLEMING-DIP	159-13024	PW COLLINS	5	2002	\$1 890 50
3763000	FLEMING-DIP	159-13033	PW COLUMBIA	5	2002	\$953 80
3763000	FLEMING-DIP	159-13205	PW DALEVILLE	5	2002	\$600 00
3763000	FLEMING-DIP	159-13051	PW ESCATAWPA	5	2002	\$3 446 16
3763000	FLEMING-DIP	159-13011	PW EVERGREEN	5	2002	\$464 01
3763000	FLEMING-DIP	21071	PW FAR NORTH	9	2000	\$500 00
3763000	FLEMING-DIP	159-13059	PW FLORAIA	5	2002	\$2 035 65
3763000	FLEMING-DIP	159-13048	PW GENEVA	5	2002	\$2 182 72
3763000	FLEMING-DIP	159-22541	PW GOLDEN MEADOW	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-13019	PW GRACEVILLE	5	2002	\$1 458 50
3763000	FLEMING-DIP	159-13207	PW GREENVILLE	5	2002	\$1 494 48
3763000	FLEMING-DIP	159-13021	PW HARTFORD	5	2002	\$415 38
3763000	FLEMING-DIP	159-13030	PW LAUREL	5	2002	\$1 348 87
3763000	FLEMING-DIP	159-13029	PW LEAKSVILLE	5	2002	\$3 204 53
3763000	FLEMING-DIP	159-12037	PW MAGEE	5	2002	\$1 167 87
3763000	FLEMING-DIP	159-13061	PW MONROEVILLE	5	2002	\$9 728 21
3763000	FLEMING-DIP	23051	PW OIL CENTER	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-13020	PW PELHAM	5	2002	\$2 904 73
3763000	FLEMING-DIP	10272	PW PLANK	9	2000	\$400 00
3763000	FLEMING-DIP	159-13062	PW PRENTISS	5	2002	\$1 862 64
3763000	FLEMING-DIP	159-13008	PW SAMSON	5	2002	\$2 242 37
3763000	FLEMING-DIP	48793	PW SIMCOE	9	2000	\$500 00
3763000	FLEMING-DIP	159-13045	PW TAYLORSVILLE	5	2002	\$1 195 36
3763000	FLEMING-DIP	159-10032	PW TYLERTOWN	5	2002	\$1 790 15

Bill to Customer				Reseller New	Reseller New	Reseller New
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3763000	FLEMING-DIP	159-13202	PW WALNUT HILL	5	2002	\$600 00
3763000	FLEMING-DIP	159-13028	PW WIGGINS	5	2002	\$3 115 70
3763000	FLEMING-DIP	0006011-1	SAFEWAY #14	9	2000	\$500 00
3763000	FLEMING-DIP	0006057-4	SAFEWAY #15	9	2000	\$500 00
3763000	FLEMING-DIP	0006048-3	SAFEWAY #1801	9	2000	\$500 00
3763000	FLEMING-DIP	0006015-2	SAFEWAY #2120	9	2000	\$500 00
3763000	FLEMING-DIP	0006005-3	SAFEWAY #2131	9	2000	\$500 00
3763000	FLEMING-DIP	0006091-3	SAFEWAY #2176	9	2000	\$500 00
3763000	FLEMING-DIP	0006008-7	SAFEWAY #2435	9	2000	\$500 00
3763000	FLEMING-DIP	0006003-8	SAFEWAY #5602	9	2000	\$500 00
3763000	FLEMING-DIP	0006009-5	SAFEWAY #6	9	2000	\$500 00
3763000	FLEMING-DIP	159-10263	SLOCOMB FOODS	5	2002	\$600 00
3763000	FLEMING-DIP	0003514-7	SM #65	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-52035	SMITHVILLE BESTWAY	9	2000	\$1 200 00
3763000	FLEMING-DIP	159-35774	SOLL'S GATEWAY	12	2001	\$600 00
3763000	FLEMING-DIP	159-16379	STAN'S FOOD MART	11	2001	\$600 00
3763000	FLEMING-DIP	6254	STEPHERSON'S	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-63529	STEWARTS IGA #246	4	2002	\$600 00
3763000	FLEMING-DIP	159-36511	STEWARTS IGA #247	4	2002	\$600 00
3763000	FLEMING-DIP	159-63362	STEWARTS IGA #248	4	2002	\$600 00
3763000	FLEMING-DIP	0008747-8	STUART FINE FOODS	9	2000	\$1 742 71
3763000	FLEMING-DIP	159-13074	SUNSHINE FOODS	5	2002	\$645 59
3763000	FLEMING-DIP	6247	SUPER-LO FOODS	9	2000	\$1 000 00
3763000	FLEMING-DIP	0000282-4	SUREWAY #82	9	2000	\$1 200 00
3763000	FLEMING-DIP	0000284-0	SUREWAY #84	9	2000	\$1 200 00
3763000	FLEMING-DIP	0000285-7	SUREWAY #85	9	2000	\$600 00
3763000	FLEMING-DIP	0000288-1	SUREWAY #88	9	2000	\$1 200 00
3763000	FLEMING-DIP	0000289-9	SUREWAY #89	9	2000	\$1 200 00
3763000	FLEMING-DIP	0000290-7	SUREWAY #90	9	2000	\$1 200 00
3763000	FLEMING-DIP	0007298-3	TEACHEYS #1	9	2000	\$500 00
3763000	FLEMING-DIP	0007302-3	TEACHEYS #2	9	2000	\$500 00
3763000	FLEMING-DIP	159-37275	THE MARKETPLACE @ COLUMBIA	9	2000	\$1 200 00
3763000	FLEMING-DIP	13151	TOPP'S IGA #2	9	2000	\$500 00
3763000	FLEMING-DIP	27805	TOPPS SUPER MARKET	9	2000	\$500 00
3763000	FLEMING-DIP	159-45682	VILLAGE SUPER CENTER	9	2000	\$1 000 00
3763000	FLEMING-DIP	67462	WHALEY S SUPERMARKET	9	2000	\$1 000 00
3763000	FLEMING-DIP	159-36111	WONDER MARKET	9	2000	\$600 00
8412400	FLEMING-DIP	275	ADAMS TWO THRIFTWAY	9	2000	\$3 150 00
8412400	FLEMING-DIP	17402	AMDY S IGA	9	2000	\$761 04
8412400	FLEMING-DIP	463	AMERICAN FAMILY HARVEST MKT	9	2000	\$2 500 00
8412400	FLEMING-DIP	353	ANNAPOLIS THRIFTWAY	9	2000	\$2 250 00
8412400	FLEMING-DIP	50672	ARTHUR GOLDSTEIN	9	2000	\$945 00
8412400	FLEMING-DIP	30012	ATTICA JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	30004	B & B JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	3382	B & H SUPERMARKET	9	2000	\$855 00
8412400	FLEMING-DIP	77415	BAG N SAVE	9	2000	\$2 500 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
8412400	FLEMING-DIP	2751	BATH THRIFTWAY	9	2000	\$2 500 00
8412400	FLEMING-DIP	50119	BEALLS SHOP N BAG	9	2000	\$2 000 00
8412400	FLEMING-DIP	3130	BEST FOOD MARKET	9	2000	\$900 00
8412400	FLEMING-DIP	77086	BORDER'S FOOD 4 LESS	9	2000	\$2 500 00
8412400	FLEMING-DIP	30048	BRADFORD JUBILEE	9	2000	\$1 558 32
8412400	FLEMING-DIP	30046	BRASS JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	33765	BREENS BELLS	9	2000	\$761 04
8412400	FLEMING-DIP	33768	BREENS BELLS	9	2000	\$761 04
8412400	FLEMING-DIP	743	BRIDESBURG TWAY	9	2000	\$1 660 00
8412400	FLEMING-DIP	1275	BRIGANTINE SHOP & BAG	9	2000	\$7 000 00
8412400	FLEMING-DIP	443	BROWN S UNIVERSITY T/W	9	2000	\$500 00
8412400	FLEMING-DIP	30066	CALEDONIA BELLS MARKET	9	2000	\$761 04
8412400	FLEMING-DIP	33803	CANTON JUBILEE	9	2000	\$761 04
8412400	FLEMING-DIP	823	CASSELS MARKET	9	2000	\$1 660 00
8412400	FLEMING-DIP	1990	CASTOR AVE HOLIDAY	9	2000	\$3 000 00
8412400	FLEMING-DIP	33332	CENTRAL SQUARE IGA PLUS	9	2000	\$761 04
8412400	FLEMING-DIP	6663	CHARLIE'S THRIFTWAY	9	2000	\$5 000 00
8412400	FLEMING-DIP	270	CHERRY HILL SHOP N BAG	9	2000	\$1 000 00
8412400	FLEMING-DIP	3468	CLEMENS	9	2000	\$2 500 00
8412400	FLEMING-DIP	3400	CLEMEN'S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3452	CLEMEN S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3454	CLEMEN'S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3462	CLEMEN'S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3464	CLEMEN S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3466	CLEMEN S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3470	CLEMEN'S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3490	CLEMEN S	9	2000	\$2 500 00
8412400	FLEMING-DIP	3484	CLEMENS EXTON #14	9	2000	\$2 500 00
8412400	FLEMING-DIP	3460	CLEMENS GLENWOOD SHP CNTR	9	2000	\$2 500 00
8412400	FLEMING-DIP	3495	CLEMENS HARLEYSVILLE	9	2000	\$2 500 00
8412400	FLEMING-DIP	3450	CLEMEN'S LANSDALE	9	2000	\$2 500 00
8412400	FLEMING-DIP	3488	CLEMENS MKT SNYD SQ	9	2000	\$2 500 00
8412400	FLEMING-DIP	3472	CLEMENS PLUMSTED SQ	9	2000	\$2 500 00
8412400	FLEMING-DIP	3494	CLEMENS WHITEMARSH	9	2000	\$2 500 00
8412400	FLEMING-DIP	30157	CORRY MARKET BASKET	9	2000	\$761 04
8412400	FLEMING-DIP	30396	COUDERSPORT MARKET BASKET	9	2000	\$761 04
8412400	FLEMING-DIP	30395	CUBA MARKET BASKET	9	2000	\$761 04
8412400	FLEMING-DIP	30144	DALE & SON JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	179	DEL-RAY FOODS T/A T/W	9	2000	\$4 500 00
8412400	FLEMING-DIP	50101	DRESHER SHOP N BAG	9	2000	\$2 835 00
8412400	FLEMING-DIP	30141	DUBEL'S JUBILEE	9	2000	\$761 04
8412400	FLEMING-DIP	152	DUTTON MILL SHOP N BAG	9	2000	\$1 500 00
8412400	FLEMING-DIP	30174	EAST AURORA JUBILEE	9	2000	\$761 04
8412400	FLEMING-DIP	1680	EDGEWOOD VILLAGE THRIFTWAY	9	2000	\$3 150 00
8412400	FLEMING-DIP	30393	ELDRED MARKET BASKET	9	2000	\$761 04
8412400	FLEMING-DIP	22106	EMITSBURG ST	9	2000	\$761 04

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Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
8412400	FLEMING-DIP	17190	EMLENTON SUPER DUPER	9	2000	\$761 04
8412400	FLEMING-DIP	30402	EMPORIUM MARKET BASKET #31	9	2000	\$761 04
8412400	FLEMING-DIP	50311	ESC ENTERPRISE T/A SHOP N BAG	9	2000	\$3 600 00
8412400	FLEMING-DIP	17188	FERRI'S FRANKLIN PLAZA	9	2000	\$761 04
8412400	FLEMING-DIP	30406	FILLMORE MARKET BASKET 41	9	2000	\$761 04
8412400	FLEMING-DIP	24310	FINKSBURG GAMBLER ROAD	9	2000	\$761 04
8412400	FLEMING-DIP	735	FOICROFT SHOP N BAG	9	2000	\$2 750 00
8412400	FLEMING-DIP	40382	FOOD COUNTRY #12	9	2000	\$800 00
8412400	FLEMING-DIP	40360	FOOD COUNTRY #14	9	2000	\$800 00
8412400	FLEMING-DIP	40378	FOOD COUNTRY #5	9	2000	\$800 00
8412400	FLEMING-DIP	40352	FOOD COUNTRY USA	9	2000	\$800 00
8412400	FLEMING-DIP	40343	FOOD COUNTRY USA #1	9	2000	\$400 00
8412400	FLEMING-DIP	40366	FOOD COUNTRY USA #11	9	2000	\$800 00
8412400	FLEMING-DIP	40345	FOOD COUNTRY USA #2	9	2000	\$400 00
8412400	FLEMING-DIP	40357	FOOD COUNTRY USA #3	9	2000	\$800 00
8412400	FLEMING-DIP	40339	FOOD COUNTRY USA #4	9	2000	\$400 00
8412400	FLEMING-DIP	40344	FOOD COUNTRY USA #6	9	2000	\$800 00
8412400	FLEMING-DIP	40346	FOOD COUNTRY USA #8	9	2000	\$800 00
8412400	FLEMING-DIP	40342	FOOD COUNTRY USA #9	9	2000	\$800 00
8412400	FLEMING-DIP	3279	FOOD TOWN	9	2000	\$1 700 00
8412400	FLEMING-DIP	65140	FOOD TOWN SUPERMARKET	9	2000	\$1 800 00
8412400	FLEMING-DIP	731	FOX'S HERSHEY	9	2000	\$3 125 00
8412400	FLEMING-DIP	944	FOX'S MARKET	9	2000	\$3 125 00
8412400	FLEMING-DIP	1075	FOX S MARKET	9	2000	\$3 125 00
8412400	FLEMING-DIP	2540	FOX'S MARKET	9	2000	\$3 125 00
8412400	FLEMING-DIP	22631	G&E SUPER THRIF #4	9	2000	\$1 014 72
8412400	FLEMING-DIP	30391	GALETON MARKET BASKET #6	9	2000	\$761 04
8412400	FLEMING-DIP	1712	GEORGETOWN THRIFTWAY	9	2000	\$2 250 00
8412400	FLEMING-DIP	322	GIUNTA THRIFTWAY	9	2000	\$2 000 00
8412400	FLEMING-DIP	30247	GOWANDA JUBILEE	9	2000	\$761 04
8412400	FLEMING-DIP	77068	GREEN IGA	9	2000	\$5 000 00
8412400	FLEMING-DIP	30338	HARLEM RD JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	77060	HARTVILLE IGA FOODLINER	9	2000	\$1 000 00
8412400	FLEMING-DIP	77199	HEATH FESTIVAL FOODS	9	2000	\$2 500 00
8412400	FLEMING-DIP	811	HEIM SHOP N BAG	9	2000	\$1 500 00
8412400	FLEMING-DIP	30245	HERREMAS BELLS	9	2000	\$761 04
8412400	FLEMING-DIP	1996	HOLIDAY #10	9	2000	\$2 490 58
8412400	FLEMING-DIP	30289	HOLLEY JUBILEE	9	2000	\$761 04
8412400	FLEMING-DIP	675	HOLLY OKE AMERI FAM MKT	9	2000	\$3 150 00
8412400	FLEMING-DIP	122	HOPE PLAZA	9	2000	\$3 500 00
8412400	FLEMING-DIP	4647112	JERRY'S MARKET	9	2000	\$653 66
8412400	FLEMING-DIP	30392	JOHNSONBURG MARKET BAKSET 14	9	2000	\$761 04
8412400	FLEMING-DIP	17083	JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	17086	JUBILEE FOODS	9	2000	\$1 558 32
8412400	FLEMING-DIP	17087	JUBILEE FOODS	9	2000	\$1 558 32
8412400	FLEMING-DIP	17089	JUBILEE FOODS	9	2000	\$761 04

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
8412400	FLEMING-DIP	17090	JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	30407	KANE MARKET BASKET 45	9	2000	\$761 04
8412400	FLEMING-DIP	20436	KINSLEY'S MARKET	9	2000	\$2 337 48
8412400	FLEMING-DIP	77403	LANCASTER FESTIVAL FOODS	9	2000	\$2 500 00
8412400	FLEMING-DIP	1157	LANDIS MARKET	9	2000	\$3 150 00
8412400	FLEMING-DIP	24880	LAUERS SUPER THRIFT #1	9	2000	\$1 141 56
8412400	FLEMING-DIP	52153	LEO MALL SHOP N BAG	9	2000	\$8 500 00
8412400	FLEMING-DIP	51933	LEON & BARBARA SKALSKI	9	2000	\$945 00
8412400	FLEMING-DIP	30350	LEROY BELLS	9	2000	\$1 558 32
8412400	FLEMING-DIP	20495	LOWE'S SUPER DUPER	9	2000	\$761 04
8412400	FLEMING-DIP	33600	MALONE SUPER DUPER	9	2000	\$761 04
8412400	FLEMING-DIP	1550	MANNY & CARMEN'S STOP & SHOP	9	2000	\$675 00
8412400	FLEMING-DIP	25475	MARS SUPERMARKET	9	2000	\$30 000 00
8412400	FLEMING-DIP	30355	MARTINO SUPER DUPER #88	9	2000	\$761 04
8412400	FLEMING-DIP	1690	MCCAFFERY S MARKET	9	2000	\$4 500 00
8412400	FLEMING-DIP	1670	MCCAFFREY'S WEST WINDSOR	9	2000	\$1 500 00
8412400	FLEMING-DIP	400	MEDFORD LAKES T W	9	2000	\$1 710 00
8412400	FLEMING-DIP	30367	MEDINA JUBILEE	9	2000	\$761 04
8412400	FLEMING-DIP	2555	MELROSE SHOP N BAG	9	2000	\$1 500 00
8412400	FLEMING-DIP	50716	MIDDLETOWN SHOP N BAG	9	2000	\$945 00
8412400	FLEMING-DIP	1515	MILLVILLE THRIFTWAY	9	2000	\$3 150 00
8412400	FLEMING-DIP	77281	MONROEVILLE FOOD 4 LESS	9	2000	\$2 500 00
8412400	FLEMING-DIP	2609	MOORESTOWN SHOP N BAG	9	2000	\$2 500 00
8412400	FLEMING-DIP	30385	MT MORRIS JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	77138	NEW BOSTON FESTIVAL FOODS	9	2000	\$2 500 00
8412400	FLEMING-DIP	30390	NEWFANE JUBILEE	9	2000	\$761 04
8412400	FLEMING-DIP	77482	NO FRILLS FOOD AND DRUG	9	2000	\$2 500 00
8412400	FLEMING-DIP	23810	NOCKERS SUPER THRIFT	9	2000	\$326 16
8412400	FLEMING-DIP	77508	NORTH ROYALTON FOOD 4 LESS	9	2000	\$2 500 00
8412400	FLEMING-DIP	26180	NORTHEASTERN S T	9	2000	\$761 04
8412400	FLEMING-DIP	30428	NUNDA JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	77078	OAKWOOD SQUARE IGA	9	2000	\$1 000 00
8412400	FLEMING-DIP	960	OCEAN BAY THRIFTWAY	9	2000	\$750 00
8412400	FLEMING-DIP	30464	ORCHARD PARK JUBILEE FOODS	9	2000	\$2 337 48
8412400	FLEMING-DIP	609	PENNINGTON SUPERMARKET	9	2000	\$3 600 00
8412400	FLEMING-DIP	30435	PERRY'S BELLS	9	2000	\$1 558 32
8412400	FLEMING-DIP	17061	PIC-N-SAVE	9	2000	\$761 04
8412400	FLEMING-DIP	660	PLAINSBORO SHOP N BAG	9	2000	\$2 500 00
8412400	FLEMING-DIP	883	POLLY DRUMMOND THRIFTWAY	9	2000	\$2 050 00
8412400	FLEMING-DIP	30398	PORT ALLEGANY MARKET BASKET 25	9	2000	\$761 04
8412400	FLEMING-DIP	2497	PORT RICHMOND THRIFTWAY	9	2000	\$1 500 00
8412400	FLEMING-DIP	77202	PORTAGE LAKES IGA	9	2000	\$1 000 00
8412400	FLEMING-DIP	20632	RAINBOW MARKET	9	2000	\$761 04
8412400	FLEMING-DIP	3520	RENNINGERS SUPER MKT	9	2000	\$761 01
8412400	FLEMING-DIP	1939	RICHBORO SHOP N BAG	9	2000	\$5 000 00
8412400	FLEMING-DIP	50483	ROEBLING SHOP N BAG	9	2000	\$945 00

Bill to  
Customer

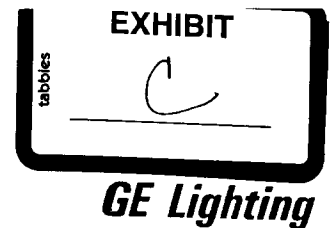
Number	Bill to Customer Name	Reseller Number	Reseller Name	Reseller New Month	Reseller New Year	Reseller New Amount
8412400	FLEMING-DIP	30497	ROGERS SUPER DUPER	9	2000	\$761 04
8412400	FLEMING-DIP	409	ROSEMOARE THRIFTWAY	9	2000	\$5 000 00
8412400	FLEMING-DIP	30070	SALAMANCA MARKET BASKET	9	2000	\$761 04
8412400	FLEMING-DIP	27131	SAUBEL'S SUPER THRIFT	9	2000	\$1 558 32
8412400	FLEMING-DIP	1810	SAVE MORE	9	2000	\$500 00
8412400	FLEMING-DIP	30405	SMETHPORT MARKET BASKET 36	9	2000	\$761 04
8412400	FLEMING-DIP	250	SMITHVILLE SHOP N BAG	9	2000	\$5 000 00
8412400	FLEMING-DIP	30564	SOUTH OGDEN JUBILEE	9	2000	\$2 337 48
8412400	FLEMING-DIP	51300	SOUTHAMPTON SHOP N BAG	9	2000	\$945 00
8412400	FLEMING-DIP	30558	SPENCERPORT JUBILEE FOODS	9	2000	\$1 558 32
8412400	FLEMING-DIP	30397	ST MARYS MARKET BASKET 23	9	2000	\$761 04
8412400	FLEMING-DIP	2872	STOP & SHOP	9	2000	\$1 710 00
8412400	FLEMING-DIP	129	STRAWBERRY SQUARE	9	2000	\$3 500 00
8412400	FLEMING-DIP	77211	SUFFIELD IGA FOODLINER	9	2000	\$1 000 00
8412400	FLEMING-DIP	33195	SWEATHEART CORNER INC	9	2000	\$761 04
8412400	FLEMING-DIP	28527	TANEYTOWN S T	9	2000	\$761 04
8412400	FLEMING-DIP	28576	THOMAS I SMITH MARKETS	9	2000	\$1 558 32
8412400	FLEMING-DIP	373	THRIFTWAY RENAISSANCE PLAZA	9	2000	\$500 00
8412400	FLEMING-DIP	28598	THURMONT S T	9	2000	\$761 04
8412400	FLEMING-DIP	164	TILTONS MARKETS	9	2000	\$1 000 00
8412400	FLEMING-DIP	50312	TRAINER SHOP N BAG	9	2000	\$6 000 00
8412400	FLEMING-DIP	1856	TREVOSE SHOP N BAG	9	2000	\$1 500 00
8412400	FLEMING-DIP	148	TWIN RIVERS T/W	9	2000	\$1 000 00
8412400	FLEMING-DIP	50310	VINELAND SHOP N BAG	9	2000	\$1 890 00
8412400	FLEMING-DIP	80531	WADE'S FOOD INC	9	2000	\$1 300 00
8412400	FLEMING-DIP	80538	WADE S FOOD INC	9	2000	\$1 300 00
8412400	FLEMING-DIP	80541	WADE'S FOOD INC	9	2000	\$1 300 00
8412400	FLEMING-DIP	80542	WADE'S FOOD INC	9	2000	\$1 300 00
8412400	FLEMING-DIP	80543	WADE'S FOOD INC	9	2000	\$1 300 00
8412400	FLEMING-DIP	80557	WADE'S FOOD INC	9	2000	\$1 300 00
8412400	FLEMING-DIP	611	WARRINGTON SHOP N BAG	9	2000	\$2 500 00
8412400	FLEMING-DIP	30636	WARSAW JUBILEE FOODS	9	2000	\$761 04
8412400	FLEMING-DIP	30380	WATERFORD MARKET BASKET	9	2000	\$761 04
8412400	FLEMING-DIP	28901	WAYNESBORO S T	9	2000	\$761 04
8412400	FLEMING-DIP	52531	WELSH ROAD SHOP & BAG	9	2000	\$8 500 00
8412400	FLEMING-DIP	30658	WESTFIELD MARKET BASKET	9	2000	\$761 04
8412400	FLEMING-DIP	29035	WESTLAWN SUPER MARKET	9	2000	\$761 04
8412400	FLEMING-DIP	50140	WESTTPWN SHOP N BAG	9	2000	\$4 000 00
8412400	FLEMING-DIP	77278	WEXFORD FOOD 4 LESS	9	2000	\$2 500 00
8412400	FLEMING-DIP	989	WHITE HAVEN THRIFTWAY	9	2000	\$3 150 00
8412400	FLEMING-DIP	52141	WHITEMARSH SHOP N BAG	9	2000	\$2 500 00
8412400	FLEMING-DIP	41284	WHITES DISCOUNT FOOD #11	9	2000	\$800 00
8412400	FLEMING-DIP	41295	WHITE'S DISCOUNT FOOD #2	9	2000	\$720 00
8412400	FLEMING-DIP	41296	WHITE S DISCOUNT FOOD #3	9	2000	\$720 00
8412400	FLEMING-DIP	41297	WHITE S DISCOUNT FOOD #4	9	2000	\$1 440 00
8412400	FLEMING-DIP	41298	WHITE'S DISCOUNT FOOD #5	9	2000	\$720 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
8412400	FLEMING-DIP	41299	WHITE S DISCOUNT FOOD #6	9	2000	\$1 440 00
8412400	FLEMING-DIP	41292	WHITE'S DISCOUNT FOOD #7	9	2000	\$1 440 00
8412400	FLEMING-DIP	41291	WHITE S DISCOUNT FOOD #8	9	2000	\$720 00
8412400	FLEMING-DIP	41290	WHITE'S DISCOUNT FOOD #9	9	2000	\$800 00
8412400	FLEMING-DIP	41289	WHITE S DISCOUNT FOODS #10	9	2000	\$800 00
8412400	FLEMING-DIP	711	WINSLOW SHOP N BAG	9	2000	\$1 000 00
8412400	FLEMING-DIP	394	WISHING WELL MARKET	9	2000	\$1 350 00
8412400	FLEMING-DIP	886	Z MART	9	2000	\$1 724 13
8556300	FLEMING-DIP	11103033	49ER MARKET	9	2001	\$1 500 00
8556300	FLEMING-DIP	11104789	A C MARKET	9	2001	\$4 000 00
8556300	FLEMING-DIP	111-00115	A-MART	9	2001	\$2 500 00
8556300	FLEMING-DIP	11100815	ARTEGAS SUPER SAVER #2	1	2002	\$7 500 00
8556300	FLEMING-DIP	039-67286	B&G MARKET IGA	9	2001	\$3 000 00
8556300	FLEMING-DIP	11450604	BEN LOMOND SUPER	5	2002	\$2 500 00
8556300	FLEMING-DIP	9524	BEST BUY MARKET	9	2001	\$2 000 00
8556300	FLEMING-DIP	4720220	BIG SAVE ELEELE	9	2001	\$2 000 00
8556300	FLEMING-DIP	4720222	BIG SAVE KAPAA	9	2001	\$1 000 00
8556300	FLEMING-DIP	4720225	BIG SAVE LIHU	9	2001	\$2 000 00
8556300	FLEMING-DIP	4720226	BIG SAVE WAIMEA	9	2001	\$2 000 00
8556300	FLEMING-DIP	3939450	BOB S IGA	9	2001	\$1 000 00
8556300	FLEMING-DIP	111-00357	CANYON FORK MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	111-12061	CENTRAL MART	9	2001	\$5 000 00
8556300	FLEMING-DIP	11450541	COSENTINO S	9	2001	\$1 500 00
8556300	FLEMING-DIP	11450536	COSENTINOS VEG HAVEN	9	2001	\$1 500 00
8556300	FLEMING-DIP	111-00888	COST LESS	9	2001	\$5 000 00
8556300	FLEMING-DIP	11100894	COST LESS MKT TURLOCK	1	2002	\$2 500 00
8556300	FLEMING-DIP	11101884	COUNTRY BOY	9	2001	\$3 000 00
8556300	FLEMING-DIP	039-23050	DALE S MARKET	9	2001	\$2 000 00
8556300	FLEMING-DIP	11426202	DELUXE FOODS OF APTOS	9	2001	\$3 000 00
8556300	FLEMING-DIP	114-07970	DIAMOND FOODS	9	2001	\$2 500 00
8556300	FLEMING-DIP	11101233	DRUG FAIR	9	2001	\$3 000 00
8556300	FLEMING-DIP	3919668	ED S IGA SUPERMARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	11401349	EL MERCADO MARKET	3	2002	\$3 500 00
8556300	FLEMING-DIP	3200	FAIRWAY IGA #1	9	2001	\$3 000 00
8556300	FLEMING-DIP	3911	FAIRWAY IGA #3	9	2001	\$3 000 00
8556300	FLEMING-DIP	3257	FARMERS FOOD MARKET	9	2001	\$2 500 00
8556300	FLEMING-DIP	11404525	FARMERS SENTRY MARKET	1	2002	\$5 000 00
8556300	FLEMING-DIP	3922900	FOOD 4 LESS #1 PHOENIX	9	2001	\$10 000 00
8556300	FLEMING-DIP	3922902	FOOD 4 LESS #2 CHANDLER	9	2001	\$10 000 00
8556300	FLEMING-DIP	11400701	FOOD 4 LESS ANTIOCH	9	2001	\$10 000 00
8556300	FLEMING-DIP	11106500	FOOD 4 LESS BEN MADDOX	9	2001	\$5 000 00
8556300	FLEMING-DIP	11423201	FOOD 4 LESS CHICO	9	2001	\$10 000 00
8556300	FLEMING-DIP	11437101	FOOD 4 LESS CITRUS HEIGHTS	9	2001	\$10 000 00
8556300	FLEMING-DIP	11484102	FOOD 4 LESS CONCORD	9	2001	\$10 000 00
8556300	FLEMING-DIP	11431601	FOOD 4 LESS FAIRFIELD	9	2001	\$10 000 00
8556300	FLEMING-DIP	11409905	FOOD 4 LESS HAMMER LANE	9	2001	\$10 000 00

Bill to Customer				Reseller New	Reseller New	Reseller New
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8556300	FLEMING-DIP	6200	FOOD 4 LESS HANFORD	9	2001	\$5 000 00
8556300	FLEMING-DIP	2101200	FOOD 4 LESS KERNS	9	2001	\$10 000 00
8556300	FLEMING-DIP	11409903	FOOD 4 LESS LODI	9	2001	\$10 000 00
8556300	FLEMING-DIP	3875	FOOD 4 LESS MADERA	9	2001	\$5 000 00
8556300	FLEMING-DIP	60101	FOOD 4 LESS MARYSVILLE	9	2001	\$10 000 00
8556300	FLEMING-DIP	11103970	FOOD 4 LESS MERCED	9	2001	\$5 000 00
8556300	FLEMING-DIP	3922854	FOOD 4 LESS PEORIA	9	2001	\$10 000 00
8556300	FLEMING-DIP	2101885	FOOD 4 LESS PROVO	9	2001	\$10 000 00
8556300	FLEMING-DIP	11450201	FOOD 4 LESS RED BLUFF	9	2001	\$10 000 00
8556300	FLEMING-DIP	11472501	FOOD 4 LESS REDDING	9	2001	\$10 000 00
8556300	FLEMING-DIP	11409901	FOOD 4 LESS STOCKTON	9	2001	\$10 000 00
8556300	FLEMING-DIP	11484101	FOOD 4 LESS TRACY	9	2001	\$10 000 00
8556300	FLEMING-DIP	9401	FOOD 4 LESS VALLEJO	9	2001	\$10 000 00
8556300	FLEMING-DIP	2101216	FOOD 4 LESS VANWINKLE	9	2001	\$10 000 00
8556300	FLEMING-DIP	3424	FOOD 4 LESS VISALIA	9	2001	\$5 000 00
8556300	FLEMING-DIP	2101158	FOOD 4 LESS W VALLEY CITY	9	2001	\$10 000 00
8556300	FLEMING-DIP	11409902	FOOD 4 LESS WILSON WAY	9	2001	\$10 000 00
8556300	FLEMING-DIP	11409405	FOOD 4 LESS WOODLAND	9	2001	\$10 000 00
8556300	FLEMING-DIP	11489901	FOOD 4 LESS YUBA CITY	9	2001	\$10 000 00
8556300	FLEMING-DIP	11101150	FOOD CENTER	9	2001	\$2 500 00
8556300	FLEMING-DIP	11109529	FOOD KING LEMOORE	9	2001	\$4 000 00
8556300	FLEMING-DIP	11104400	FOODLAND #1	9	2001	\$3 000 00
8556300	FLEMING-DIP	11104420	FOODLAND #2	9	2001	\$3 000 00
8556300	FLEMING-DIP	11104440	FOODLAND #3	9	2001	\$3 000 00
8556300	FLEMING-DIP	11416423	FOODS ETC INC	9	2001	\$3 000 00
8556300	FLEMING-DIP	3925590	FOODTOWN MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	039-67285	FRANKLIN FARMS IGA	9	2001	\$2 000 00
8556300	FLEMING-DIP	3923069	GARRETT'S SUPER MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	3929479	GORDON'S MARKET #3	9	2001	\$1 000 00
8556300	FLEMING-DIP	3929524	GORDON'S MARKET #7	9	2001	\$1 000 00
8556300	FLEMING-DIP	2101507	HARMON'S 7TH ST	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101644	HARMON S BENNION	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101640	HARMON S BRICKYARD	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101512	HARMON S COUGAR STORE	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101645	HARMON'S DIXIE	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101643	HARMON'S EAST	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101641	HARMON'S OGDEN	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101516	HARMON S OREM	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101638	HARMON S ROY	9	2001	\$7 000 00
8556300	FLEMING-DIP	2101642	HARMON'S WEST	9	2001	\$7 000 00
8556300	FLEMING-DIP	11103136	HESTBECK'S FOOD TOWN MARKET	9	2001	\$3 500 00
8556300	FLEMING-DIP	11451838	JOHN S TOWN & COUNTRY	9	2001	\$1 500 00
8556300	FLEMING-DIP	114-51714	JOHNNIE'S MARKET	2	2002	\$2 500 00
8556300	FLEMING-DIP	11451811	JOHNS VALLEY FOODS	9	2001	\$1 500 00
8556300	FLEMING-DIP	11102017	LASSEN MARKET	9	2001	\$1 500 00
8556300	FLEMING-DIP	11402823	LIBERTY MARKET DELHI	9	2001	\$5 000 00

Bill to Customer		Reseller		Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Number	Name	Month	Year	Amount
8556300	FLEMING-DIP	11405485	LLOYD'S MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	3944505	LUCERNE VALLEY IGA	9	2001	\$1 000 00
8556300	FLEMING-DIP	111-09931	MEDOTA FOOD CENTER	6	2002	\$5 000 00
8556300	FLEMING-DIP	111-01674	MENDOTA FOOD MART	6	2002	\$2 500 00
8556300	FLEMING-DIP	11105941	MR G S COUNTRY STORE	9	2001	\$3 000 00
8556300	FLEMING-DIP	11417000	MURPHY'S MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	11417010	MURPHY'S MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	11417020	MURPHY'S MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	11417030	MURPHY'S MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	770554635	NEW DEAL MARKET	12	2001	\$5 000 00
8556300	FLEMING-DIP	11105502	NIELSEN'S MARKET	9	2001	\$4 000 00
8556300	FLEMING-DIP	11107027	NORTHFORK MARKET	9	2001	\$3 000 00
8556300	FLEMING-DIP	11407865	NUGGET MARKET #1	9	2001	\$4 000 00
8556300	FLEMING-DIP	11407851	NUGGET MARKET #2	9	2001	\$4 000 00
8556300	FLEMING-DIP	11407869	NUGGET MARKET #3	9	2001	\$4 000 00
8556300	FLEMING-DIP	11407870	NUGGET MARKET #4	9	2001	\$4 000 00
8556300	FLEMING-DIP	114-15235	OLINDA MARKET	9	2001	\$2 500 00
8556300	FLEMING-DIP	11107240	PALACE FOOD DEPOT	9	2001	\$5 000 00
8556300	FLEMING-DIP	6511	PAYLESS MARKET #2	9	2001	\$2 000 00
8556300	FLEMING-DIP	11451387	PIAZZA S FINE FOODS	9	2001	\$2 000 00
8556300	FLEMING-DIP	11467201	PODESTO'S MARKET	4	2002	\$2 500 00
8556300	FLEMING-DIP	3947345	PRICE CHOPPER FOODS	9	2001	\$4 000 00
8556300	FLEMING-DIP	11113464	RANCHO MARKET	9	2001	\$3 500 00
8556300	FLEMING-DIP	1065	RICHLAND #5	9	2001	\$3 000 00
8556300	FLEMING-DIP	1062	RICHLAND MARKET #2	9	2001	\$3 000 00
8556300	FLEMING-DIP	1063	RICHLAND MARKET #3	9	2001	\$3 000 00
8556300	FLEMING-DIP	1064	RICHLAND MARKET #4	9	2001	\$3 000 00
8556300	FLEMING-DIP	1066	RICHLAND MARKET #6	9	2001	\$3 000 00
8556300	FLEMING-DIP	11401067	RICHLAND MARKET #7	9	2001	\$3 000 00
8556300	FLEMING-DIP	11401068	RICHLAND MARKET #8	1	2002	\$7 500 00
8556300	FLEMING-DIP	11102088	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102089	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102090	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102091	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102092	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102093	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102094	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102095	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11102096	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	11107585	R-N MARKET	9	2001	\$5 000 00
8556300	FLEMING-DIP	111-02097	R-N MODESTO	9	2001	\$5 000 00
8556300	FLEMING-DIP	3946901	R-RANCH MARKET INC	9	2001	\$1 500 00
8556300	FLEMING-DIP	3946902	R-RANCH MARKET INC #2	9	2001	\$1 500 00
8556300	FLEMING-DIP	3946904	R-RANCH MARKET INC #4	9	2001	\$1 500 00
8556300	FLEMING-DIP	3946905	R RANCH MARKET INC #5	9	2001	\$1 500 00
8556300	FLEMING-DIP	3946906	R-RANCH MARKET INC #6	9	2001	\$1 500 00

Bill to Customer				Reseller New	Reseller New	Reseller New
Number	Bill to Customer Name	Reseller Number	Reseller Name	Month	Year	Amount
8556300	FLEMING-DIP	11408641	SAMI FOODS	9	2001	\$1 000 00
8556300	FLEMING-DIP	11132717	SAV MOR MARKET	9	2001	\$4 000 00
8556300	FLEMING-DIP	111-04825	SAV-MOR MARKET	9	2001	\$2 500 00
8556300	FLEMING-DIP	114-03500	SERVIDIO'S MARKET	10	2001	\$3 500 00
8556300	FLEMING-DIP	11451724	SHOP N SAVE	9	2001	\$1 000 00
8556300	FLEMING-DIP	3964717	SHOPE'S MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	11101798	SIMPLY FOODS	9	2001	\$4 000 00
8556300	FLEMING-DIP	11408635	SPD MARKET	9	2001	\$2 000 00
8556300	FLEMING-DIP	11408647	SPD MARKET	9	2001	\$2 000 00
8556300	FLEMING-DIP	111-09420	STAR MARKET	6	2002	\$5 000 00
8556300	FLEMING-DIP	11109885	STATE MARKET #6	9	2001	\$3 000 00
8556300	FLEMING-DIP	039-54387	SUN FOODS #2	9	2001	\$3 000 00
8556300	FLEMING-DIP	039-54388	SUN FOODS #3	9	2001	\$3 000 00
8556300	FLEMING-DIP	039-54389	SUN FOODS #4	9	2001	\$2 000 00
8556300	FLEMING-DIP	039-54390	SUN FOODS #5	9	2001	\$2 000 00
8556300	FLEMING-DIP	3954385	SUN FOODS IGA #1	9	2001	\$3 000 00
8556300	FLEMING-DIP	111-00455	SUPER MERCADO LATINO	9	2001	\$2 500 00
8556300	FLEMING-DIP	11100812	SUPERSAVER MARKET	9	2001	\$2 000 00
8556300	FLEMING-DIP	11405030	SUSANVILLE SUPERMARKET	9	2001	\$2 000 00
8556300	FLEMING-DIP	039-44000	TEMPE IGA MARKET	9	2001	\$3 000 00
8556300	FLEMING-DIP	11107225	THE PINES	9	2001	\$3 000 00
8556300	FLEMING-DIP	5431	TOWN & COUNTRY	9	2001	\$3 000 00
8556300	FLEMING-DIP	11108600	TOWN AND COUNTRY	9	2001	\$3 000 00
8556300	FLEMING-DIP	3970594	TRIFTEE SUPER MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	2700	UNITED MARKET	9	2001	\$4 500 00
8556300	FLEMING-DIP	11452692	UNITED MARKET	9	2001	\$3 000 00
8556300	FLEMING-DIP	11452694	UNITED MARKET	9	2001	\$3 000 00
8556300	FLEMING-DIP	11102702	UNITED MARKET #2	9	2001	\$3 000 00
8556300	FLEMING-DIP	9150	VALLEY FOOD CENTER IGA	9	2001	\$3 000 00
8556300	FLEMING-DIP	11486395	VIC S	9	2001	\$1 500 00
8556300	FLEMING-DIP	11457279	VILLAGE MARKET	9	2001	\$1 500 00
8556300	FLEMING-DIP	3952169	WEBER S IGA SUPERMARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	11417040	WESTWOOD MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	3975950	WILBUR'S IGA MARKET	9	2001	\$1 000 00
8556300	FLEMING-DIP	11452987	ZANOTTO S	9	2001	\$3 000 00
8556300	FLEMING-DIP	11452988	ZANOTTO S DELUXE MARKET	9	2001	\$3 000 00
8556300	FLEMING-DIP	11452995	ZANOTTO S DELUXE #2	9	2001	\$3 000 00
8556300	FLEMING-DIP	11452993	ZANOTTO S #4	9	2001	\$2 000 00
						\$1 915 180 70



# DISTRIBUTOR AGREEMENT

## FOR GE LIGHTING PRODUCTS

THIS AGREEMENT (hereinafter called Agreement ) is made as of the FIRST DAY OF Feb. 19 94 between  
FLEMING COMPANIES, INC.

(NAME)

6301 WATERFORD BLVD.

(STREET ADDRESS)

OKLAHOMA CITY, OK 73118

(CITY STATE COUNTY ZIP CODE)

MAIL TO

P.O.

BOX

ZIP

CODE

(hereinafter called Distributor ) and General Electric Company GE Lighting Nela Park Cleveland, Ohio 44112 (hereinafter called Manufacturer )

- 1 **DISTRIBUTOR'S REPRESENTATION** Distributor desiring appointment as a distributor of Manufacturer's GE Lighting products as referenced below ( Products ), represents that it desires to purchase, in accordance with the terms of this Agreement Products for resale Distributor's Distributor Application for GE Lighting Products, forms a part of this Agreement and is incorporated by reference This Agreement may be modified to include additional products by agreement of the parties This Agreement covers Products with schedules of additional terms and price schedules as set forth below

PRODUCT LINE	SCHEDULE OF ADDITIONAL TERMS	PRICE SCHEDULE
LARGE	4502	9200-D
-See Attachment A		
PROJECTION	3502	PH-3200-D
MINIATURE	5502	M-5200-D
HOLIDAY	6502	X-6200-D
BATTERY	8502	BY-8200-D
WIRING DEVICE	13502	WD-13200-D

- 2 **SALE OF PRODUCTS** Relying on the above, Manufacturer agrees to sell Products to Distributor in reasonable quantities All such sales to Distributor shall be subject to the provisions of this Agreement Any provision of any purchase order placed by Distributor which is inconsistent herewith or in addition hereto (except routine provisions listing the types and quantities of the Products ordered and invoicing instructions) is expressly objected to shall be null and void and shall not be binding on Manufacturer This Agreement covers the sale of Products for delivery by Manufacturer to destinations within the continental United States Alaska and Hawaii

Signed as of the date stated above

For FLEMING COMPANIES, INC

(Name of Distributor)

By

(Name)

(Title - Owner Partner Corporate Officer or other person authorized to sign)

GENERAL ELECTRIC COMPANY  
GE Lighting

By

Title

Presented by

(Sales Representative)

By executing this Agreement, Distributor agrees to be bound by all of the provisions of this entire Agreement Distributor should read all of the provisions before executing

3 **DISTRIBUTOR'S RESPONSIBILITIES** Distributor agrees that so long as this Agreement is in effect it will

- (a) Use its best efforts to promote the sale of and to sell Products
- (b) Maintain a sales organization which will actively solicit the sale of Products carry out promotional programs and fully utilize the sales assistance furnished by Manufacturer and
- (c) Maintain a representative and adequate stock of Products and include a representative listing of Products in any catalogs issued by it

4 **BUYER SELLER RELATIONSHIP** The relationship between Distributor and Manufacturer under this Agreement is solely that of buyer and seller. Distributor and its agents and employees shall under no circumstances be considered to be agents employees or representatives of Manufacturer nor shall they be entitled to any benefits under Manufacturer's benefit plans for its own employees. They shall not hold themselves out as agents employees or representatives of Manufacturer to third parties nor attempt to enter into contracts or commitments in the name of or on behalf of Manufacturer nor attempt to bind Manufacturer in any respect whatsoever. Distributor shall be solely responsible for compensating its agents and employees, including withholding and payment of all applicable taxes or contributions to benefit plans

5 **DELIVERY** All delivery dates are approximate. While Manufacturer will endeavor to meet Distributor's delivery schedules, Manufacturer shall not be liable for delays or failures to manufacture or deliver due to (1) causes beyond its reasonable control (2) acts of God, acts of Distributor acts of civil or military authority priorities or other governmental allocations or controls fires, strikes or other labor difficulties, flood epidemics war, riot or other civil disturbance delays in usual source of supply delays in transportation or car shortages (3) inability or delay on account of causes beyond its reasonable control to obtain necessary labor materials components or manufacturing facilities or (4) any other commercial impracticability. In event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. In the event of a Product shortage Manufacturer shall have the right to allocate its available Products among its distributors and other customers (including business components of Manufacturer) in such manner as it may deem equitable

6 **PRICES, TERMS and CONDITIONS** Distributor's orders for Products accepted by Manufacturer will be billed at the prices shown in the price schedules referenced in Article 1 hereof (hereinafter called "Price Schedules") in effect at the time of shipment. Orders shall be subject to the terms conditions, and discounts set forth in the Price Schedules and in the schedules of additional terms referenced in Article 1 or such other schedules of additional terms as may be issued in lieu thereof (hereinafter called "Schedules of Additional Terms") in effect at the time of shipment. (Copies of the present Price Schedules and Schedules of Additional Terms have been delivered to Distributor and receipt is hereby acknowledged.) Unless otherwise specifically stated therein, Manufacturer's prices do not include sales, use excise or similar taxes applicable to the sale, transportation or use of Products. All

such taxes (whether presently applicable or applicable in the future) shall be paid by Distributor unless Distributor shall timely provide Manufacturer with a tax exemption certificate acceptable to the taxing authorities

The prices and discounts provided Distributor are applicable to Products for distribution by resale to resellers and to commercial industrial and local governmental purchasers and not for retail sales. In the event any Products ordered pursuant to this Agreement shall be sold by Distributor at retail Distributor agrees to notify Manufacturer and to pay Manufacturer upon submission of invoices the difference if any between Manufacturer's prices to Distributor and Manufacturer's prices applicable to purchasers for sales at retail. Without limiting any other rights that Manufacturer may have under this Agreement or otherwise if Distributor shall fail to notify Manufacturer or pay such difference, Manufacturer may terminate this Agreement on one (1) day's notice and shall have the right to recover such differences from Distributor. Manufacturer shall be permitted to audit Distributor's books and records at Manufacturer's expense to verify Distributor's compliance with the provisions of this Agreement

7 **SPECIAL PROVISIONS RELATING TO CONSIGNMENT** Manufacturer makes available to distributors of large lamps i.e. large incandescent fluorescent high intensity discharge and quartz lamps (collectively referred to as "Large Lamps" herein) a consignment program. The provisions set forth in Attachment A govern consignment and are a part hereof if this Agreement relates to the sale of Large Lamps. Consignment is applicable only to Large Lamps and to no other products. References to consignment and 'accounting elsewhere in this Agreement apply solely to the purchase of such Large Lamps

8 **SECURITY AGREEMENT** As security for all liabilities of Distributor to Manufacturer due or to become due now existing or hereafter arising for Products heretofore or hereafter sold or delivered to Distributor hereunder by Manufacturer Distributor hereby grants to Manufacturer a security interest in all said Products now or hereafter in the consigned stock (if consignment is applicable) or otherwise delivered to or for Distributor or in Distributor's custody or inventory and in all cash and noncash proceeds of all thereof, including accounts contract rights chattel paper and any other rights to the payment of money and security therefor

Distributor acknowledges that Manufacturer is not required to extend credit under this Agreement. In consideration of any credit extended, Distributor will execute any and all documents which may be required to perfect Manufacturer's Security interest

## 9 WARRANTY

(a) Manufacturer warrants that the Products to be delivered hereunder will be free from defects in material workmanship and title. This warranty shall apply only to defects which appear within one (1) year from the date of withdrawal from consigned stock or date of Manufacturer's invoice, whichever is later, (except for defects in title, which shall have no time limitation)

If any Product delivered on any purchase order placed by Distributor under this Agreement does not meet the

above warranty and if Distributor notifies Manufacturer in writing within thirty (30) days after discovery of the defect Manufacturer shall thereupon correct such defect by either (at Manufacturer's option) replacing the defective Product or part thereof (to be Manufacturer's plant or other point of shipment with freight allowed to destination within the continental United States, Alaska and Hawaii) or refunding the price thereof.

Except for liability for patent infringement or third party claims of injury which are covered by (b) and (c) below, the foregoing shall constitute the sole remedy of Distributor and the sole liability of Manufacturer with regard to warranty. Manufacturer makes no other warranty, statutory or otherwise, and none is to be implied. **IN PARTICULAR, WITHOUT LIMITING THE FOREGOING, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED.**


(b) Distributor agrees to indemnify Manufacturer for and hold Manufacturer harmless from and against any damage, expense or loss that Manufacturer may suffer or be subject to by reason of infringement of patent or trademark arising from compliance with Distributor's designs or specifications, modifications or instructions. Except as otherwise provided in the preceding sentence, Manufacturer shall defend any suit or proceeding brought against Distributor so far as based on a claim that any Product furnished under this Agreement constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at Manufacturer's expense) for the defense of same, and Manufacturer shall pay any damages and costs awarded therein against Distributor. In case said Product is in such suit held to constitute infringement and the sale of said Product is enjoined, Manufacturer shall at its own expense and at its election either procure for Distributor the right to continue selling said Product or replace same with a non-infringing Product or modify it so it becomes non-infringing or permit the return of said Product and refund the purchase price. The foregoing states the entire liability of Manufacturer for patent infringement by the said Product.

Manufacturer shall not be liable for any costs or damages incurred by Distributor as a result of any suit or proceeding brought against Distributor so far as based on any claim (i) that use of any Product, or any part thereof furnished hereunder in combination with products not supplied by Manufacturer constitutes either direct or contributory infringement of any patent or (ii) that a manufacturing or other process utilizing any Product, or part thereof furnished hereunder constitutes either direct or contributory infringement of any patent.

(c) If any independent third party institutes legal actions or claims against Distributor alleging personal injury, death or property damage resulting from actual defects in Products, Distributor shall notify Manufacturer immediately of any such claims and shall permit Manufacturer to defend or settle such claims and to select counsel for such defense. Manufacturer shall pay the costs of such defense and any judgment or settlement resulting therefrom, except that Manufacturer shall have no liability for claims not timely turned over to it for defense or settled without its prior written consent. Distributor shall provide all reasonable assistance to Manufacturer for the defense or settlement of all such claims. If Distributor

chooses to retain its own counsel, the fees and expenses of such counsel shall be at Distributor's expense.

- 10 **TRADEMARKS** Except in the manner and to the extent that Manufacturer may specifically consent in writing, Distributor shall not use directly or indirectly in whole or in part Manufacturer's signature

**GENERAL ELECTRIC** or the monogram  or the initials GE or any other trademark or name that is now or may hereafter be owned, or licensed to, or controlled by Manufacturer as part of Distributor's corporate or business name, or in any way in connection with Distributor's business.

- 11 **CHANGES** Manufacturer expressly reserves the right to change the terms and conditions of this Agreement (including any additional terms and conditions set forth in or referenced in Attachment A) in whole or in part at any time and from time to time with respect to Products of fered prices, discounts, charges (including but not limited to minimum order charge), allowances, terms of sale, terms of payment, shipments, delivery, consignments (where applicable) and/or in any other respect. Any such changes may be made by Manufacturer without notice to Distributor other than Manufacturer's regular notice to the trade announcing such change and shall become effective on the date specified in such notice.

- 12 **DURATION AND TERMINATION** This Agreement shall be effective for one year from the date hereof (unless sooner terminated as herein provided). The Agreement shall be automatically renewed for another year and from year to year thereafter unless, within sixty (60) days prior to the end of the initial term, or any succeeding term thereafter, either party notifies the other in writing that it does not wish to renew the Agreement, in which event it shall terminate at the end of the year.

Distributor may terminate this Agreement for any cause or no cause at any time upon giving written notice to Manufacturer.

This Agreement is personal in its character and Manufacturer reserves the right to terminate it on one (1) day's written notice in the event of the sale or other transfer of Distributor's business to persons unacceptable to Manufacturer. This Agreement is not assignable by Distributor without the prior written consent of Manufacturer, and any such attempted assignment shall be void. If at any time Distributor shall be or become insolvent or the normal conduct of Distributor's business or Distributor's credit shall become impaired in the opinion of Manufacturer, or if Distributor shall be or become involved in any other financial difficulty which in the opinion of Manufacturer, may impair Distributor's credit or ability to properly conduct its business hereunder, then Manufacturer may without incurring any liability to Distributor refuse to accept any orders and suspend further shipments on any outstanding orders except upon credit terms acceptable to Manufacturer and may also if Manufacturer so desires terminate this Agreement on one (1) day's written notice to Distributor. Without limiting the foregoing, if Distributor shall fail to make any payment when due or fail to perform any of the provisions, terms or conditions hereof on its part to be performed, or if it shall falsify any document submitted to Manufacturer or falsely claim any benefit to which it might be otherwise entitled, or if it shall call any meeting of creditors, or if a receiver or trustee shall be appointed for it or its assets, or if

any petition or proceeding under any provision of the Bankruptcy Act be filed or instituted with respect to it then and in any such case Manufacturer may terminate this Agreement on one days written notice to Distributor

Without limiting the foregoing Manufacturer may also terminate this Agreement without cause upon the giving of sixty (60) days written notice to Distributor

Immediately following any termination of this Agreement Distributor shall upon request surrender to Manufacturer all Large Lamps that may be consigned hereunder which remain in Distributor's stock remit for any Large Lamps not returned and shall fully perform all obligations of Distributor which then remain unfulfilled

Any transactions between Manufacturer and Distributor after the termination of this Agreement shall not be construed as a renewal or extension thereof nor as a waiver of the termination thereof but all such transactions shall be subject to provisions identical with those of this Agreement except as the parties may otherwise mutually agree in writing

Neither Manufacturer nor Distributor shall, by reason of any termination of this Agreement be liable to the other for compensation reimbursement or damages of any kind either on account of present or prospective profits on sales or anticipated sales, or on account of expenditures investments or commitments made in connection therewith or in connection with the establishment development or maintenance of the business or goodwill of Manufacturer or Distributor or on account of any other cause or thing whatsoever provided, however that such termination shall not affect the right or liabilities of the parties with respect to Products previously sold hereunder or with respect to any indebtedness then owing by either party to the other

- 13 **LIMITATION OF LIABILITY** Manufacturer's liability to Distributor on any claim of any kind including negligence for any loss or damage arising out of connected with, or resulting from this Agreement, or from the performance or breach thereof or from the design manufacture sale delivery resale installation inspection repair operation or use of any Product covered by or furnished under this Agreement shall in no case (except as provided in Article 9 (b) and (c) which deal with patents and third party injuries exceed the price allocable to the Product or part thereof which gives rise to the claim and shall terminate four (4) years after the date of withdrawal from consigned stock or delivery to Distributor which ever is later of the Product giving rise to the claim

In no event whether as a result of breach of contract or warranty or alleged negligence or otherwise shall either party be liable to the other for special or consequential damages including but not limited to loss of profits or revenue loss of use of the Products furnished or any associated equipment cost of capital cost of substitute equipment downtime costs or claims of suppliers or customers of either for such damage or any special or consequential damages

#### 14 GENERAL PROVISIONS

(a) The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision

(b) In consideration of the execution of this Agreement by Manufacturer Distributor hereby releases Manufacturer from all claims demands contracts and liabilities if there be any, as of the date of the execution of this Agreement by Distributor except indebtedness which may be owing and claims (i) founded upon a written contract and (ii) under written warranties of Manufacturer

(c) This instrument contains the entire and only agreement between the parties respecting the sale to and the purchase by Distributor of the Products referred to in Article 1 hereof All prior and collateral representations promises and conditions either oral or written in connection with said matter and any representation promise or condition not incorporated herein or made a part hereof shall not be binding upon either party

This Agreement terminates any agreement(s) which may be in effect between Distributor and Manufacturer for the distribution of Products but such termination shall not affect the rights or liabilities of either party with respect to Products previously sold under any such agreement or with respect to any indebtedness then owing by either party to the other under such agreement This Agreement shall not become effective or be binding on Manufacturer until signed by an Officer or authorized Manager of GE Lighting No waiver or modification of this Agreement or of any of its terms other than a modification as provided in Article 11 herein may be made unless such waiver or modification is in writing and signed by such Officer or Manager Such Manager has no authority to alter prices terms or conditions without approval of General Electric Company GE Lighting

- 15 **PROPERTIES** Warehouses to be included under this Agreement are listed below or on an attached rider



This Attachment A governs consignment and is part the Distributor Agreement for GE Lighting Products if such Agreement covers the sale of large lamps, i.e., large incandescent, fluorescent high intensity discharge and quartz lamps (collectively referred to as Large Lamps in this Attachment) Consignment (and the provisions of this Attachment) are applicable only to such Large Lamps

#### CONSIGNMENT

- (a) Manufacturer agrees to maintain on consignment in the custody of Distributor a stock of GE Large Lamps. The sizes, types, classes and quantity of Large Lamps and the length of time they shall remain in stock shall be determined at the sole discretion of Manufacturer. All Large Lamps in such stock shall be and remain the property of Manufacturer until the Large Lamps are withdrawn from said stock for sale or distribution or other use, at which time they shall become the exclusive property of Distributor to dispose of in such manner and on such prices, terms and conditions as Distributor shall determine.
- (b) All Large Lamps shipped to Distributor shall be stored at Distributor's regular place or places of business (specified in the Distributor Agreement) until withdrawn for sale or distribution or other use. Until Large Lamps are so withdrawn, Manufacturer shall bear all risk of loss or damage resulting from fire, action of the elements, riots, war or like catastrophe, however. Distributor shall send prompt notice of any such loss directly to Manufacturer, and Distributor shall also use reasonable efforts to minimize loss in the event of such catastrophe and thereafter cooperate with Manufacturer's insurance adjustors. Distributor shall pay Manufacturer for all Large Lamps otherwise lost or missing from or damaged in the consigned stock in its custody.
- (c) With respect to such consigned stock Distributor assumes all ordinary costs of doing business such as, but not limited to, the following general categories:
  - (1) Expenses for storage, cartage, transportation and handling.
  - (2) All taxes, excises and charges, which are now or may hereafter be levied, imposed or charged (whether by federal, state, municipal or other public authority) with respect to Large Lamps except assessed personal property taxes on consigned stock or other taxes based upon ownership of such stock.
- (d) Distributor shall return to Manufacturer at any time when directed by the latter, all or any part of the said consigned stock which has not been withdrawn by Distributor for sale or distribution or other use.

**ACCOUNTING.** Distributor agrees to account monthly to Manufacturer for the consigned stock and for Large Lamps withdrawn for sale or other use therefrom on forms provided by Manufacturer. Distributor shall pay to Manufacturer on the 15th day of every month an amount equal to the total price to Distributor of the Large Lamps withdrawn from consigned stock during the preceding month.

For purposes of such reports, the consigned value of Large Lamps in the consigned stock will be deemed to remain the same each month (until changed as provided below) and withdrawals from consigned stock shall be considered to have been equal in value to the value of shipments of Large Lamps made pursuant to Distributor's orders, and such shipments whether to its places of business or direct to its customers shall be considered as replacing Large Lamps withdrawn from consigned stock. However, if the parties agree in writing to increase consigned stock, shipments for that purpose will not be considered as replacement of Large Lamps withdrawn from consigned stock but shall be considered as an addition to the consigned stock for which Distributor shall be accountable.

Manufacturer shall have access to Distributor's places of business at all times during business hours to inspect Manufacturer's consigned stock, records related to consigned stock, shipment records of consigned stock, records related to payments or accounts due for Large Lamps and records related to security given Manufacturer therefor.

Distributor must submit a complete itemized inventory of all Large Lamps in consigned stock at the close of each calendar quarter or monthly if it elects, or at such other time as may be agreed in writing. The withdrawals from consigned stock shall be measured by the difference between the value of the previous consigned stock plus shipments made since the previous inventory pursuant to Distributor's orders and the value of such inventory.

At the time each such inventory is submitted, Distributor shall pay to Manufacturer for all Large Lamps lost or missing from or damaged in, the consigned stock in its custody.

Whenever a complete itemized inventory is submitted, the value of the consigned stock shall be adjusted to the current value of the Large Lamps shown on the inventory. In no event shall the value of the stock except for additions or reductions agreed upon in writing be changed unless such an inventory has been submitted by Distributor.

**LIMITATION OF TOTAL ACCOUNTABILITY.** The total value of consigned stocks and of accounts payable or deferred, charged to Distributor shall be subject at all times to credit approval by Manufacturer.

*ATTACHMENT A CONSIGNMENT*

*This Attachment governs consignment and is part of the Distributor Agreement for GE Lighting Products only if the Agreement includes Large Lamps*

*Consignment and the provisions of this Agreement apply only to Large Lamps*

# **Fleming Companies, Inc.**

6301 Waterford Blvd  
P O Box 26647  
Oklahoma City OK 73126 0647  
405/840 7200

CORPORATE STAFF

May 13, 1998

**Via Airborne Express No. 5574753111**

General Electric Company  
1975 Noble Road, Comp 1563  
Cleveland, Ohio 44112  
Attn Mr Don R Henry  
Regional Credit Manager

Re Request for UCC-1 Financing Statements

Dear Mr Henry

Enclosed with this letter is a copy of a Second Addendum to Distributor Agreement executed by both Fleming Companies, Inc , as Distributor, and General Electric Company, as Manufacturer As you know, this Addendum modifies Section 8 of the Distributor Agreement dated February 1, 1994 between the parties by confining the security interest granted therein to consigned inventory only

Pursuant to our previous correspondence, the description of collateral in the various UCC-1s which you submitted to Fleming for execution must be changed to conform to the amended security interest (suggested language is enclosed for your convenience) Once these new UCC-1s have been prepared, please forward them to me and I will have them signed on behalf of Fleming Please ensure that the description of collateral related solely to the consigned inventory and proceeds thereof

If you have any questions, please do not hesitate to call

Very Truly Yours

FLEMING COMPANIES, INC



Charles A Mooney  
Corporate Counsel

Enclosures

corr cam\henr0513 ltr

## SECOND ADDENDUM TO DISTRIBUTOR AGREEMENT

THIS SECOND ADDENDUM TO DISTRIBUTOR AGREEMENT is made and entered into this 12<sup>th</sup> day of <sup>MAY</sup> March, 1998, by and between Fleming Companies, Inc., ("Distributor") and General Electric Company ("Manufacturer"), in order to amend that certain Distributor Agreement (For G E Lighting Products) dated February 1, 1994 by and between Distributor and Manufacturer (the "Agreement") Capitalized terms used but not otherwise defined in this Addendum shall have the meaning set forth in the Agreement References to "Sections" are to sections of the Agreement

The Agreement is hereby amended as follows

- 1     Section 8     Section 8 is deleted in its entirety and replaced with the following

8 SECURITY AGREEMENT As security for all liabilities of Distributor to Manufacturer, due or to become due, now existing or hereinafter arising, for Products heretofore or hereafter sold or delivered to Distributor hereunder by Manufacturer, Distributor hereby grants to Manufacturer a security interest in all said Products now or hereafter consigned to Distributor by Manufacturer, and in all cash and noncash proceeds thereof

Distributor acknowledges that Manufacturer is not required to extend credit under this Agreement. In consideration of any credit extended, Distributor will execute any and all documents which may be required to perfect Manufacturer's security interest.

IN WITNESS WHEREOF, the parties hereto have agreed to the above and foregoing in its entirety as of the day and year first above written

"DISTRIBUTOR"

FLEMING COMPANIES, INC.,

By

Robert W. Smith  
Its. SR. VICE PRES

"MANUFACTURER"

~~GENERAL ELECTRIC COMPANY~~

By

Thomas A. Smith  
Its. MANAGER EFS

1 cm/gac amd

Demeter

## FIRST ADDENDUM TO DISTRIBUTOR AGREEMENT

THIS FIRST ADDENDUM TO DISTRIBUTOR AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between FLEMING COMPANIES, INC ("Distributor"), and GENERAL ELECTRIC COMPANY ("Manufacturer"), in order to amend that certain Distributor Agreement (For G E Lighting Products) of an even date herewith by and between Distributor and Manufacturer (the "Agreement") Capitalized terms used but not otherwise defined in this Addendum shall have the meaning set forth in the Agreement References to "Sections" are to sections of the Agreement

The Agreement is hereby amended as follows

1 Section 3 The words "its best" in Section 3(a) of the Agreement shall be deleted and, in lieu thereof, the term "reasonable" shall be inserted

2 Section 9 The following clause shall be inserted immediately following the word "defense" in the tenth line of Section 9(c) "(if such failure materially prejudices Manufacturer's ability to defend such claim) " In addition, the following clause shall be inserted immediately after the word "shall" in the eleventh line of Section 9(c): ", at Manufacturer's expense, "

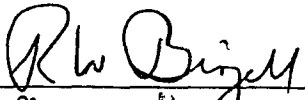
3 Attachment A Consignment Section (c)(2) The following clause shall be inserted after the word "stock" at the end of Section (c)(2) "(which shall be the responsibility of Manufacturer ")

Furthermore, with respect to the Products purchased by Distributor, the parties acknowledge and agree that no price change shall be effective unless Manufacturer provides Distributor with normal and commercially reasonable notice

FLEMING COMPANIES, INC

By   
VP. and

GENERAL ELECTRIC COMPANY

By   
Mgr. - Brady, Hendon

KS 11/18/94

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801 Adlai Stevenson Drive  
Springfield, IL 62703  
Phone (217) 544 5900

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1790203 - 2

Debtor Fleming Companies, Inc (FX TO V) (G")  
Juris County Clerk, Oklahoma County, OK

DOI # 200300684433U

DATE 06/06/2003  
TIME 12 06 15  
TYPE UC1  
CAROLYNN CAUDILL  
OKLAHOMA County Clerk  
RECORDED AND FILED

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (1a or 1b) do not abbreviate or combine names

1a ORGANIZATION'S NAME

Fleming Companies, Inc

OR

1b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c MAILING ADDRESS

6301 Waterford Blvd

CITY

Oklahoma City

STATE

OK

POSTAL CODE

73118

COUNTRY

USA

1d SEE INSTRUCTIONS

ADDL INFO RE  
ORGANIZATION  
DEBTOR

1e TYPE OF ORGANIZATION  
CORP

1f JURISDICTION OF ORGANIZATION  
OK

1g ORGANIZATIONAL ID # if any

DB00366987

☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (2a or 2b) do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR

2b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d SEE INSTRUCTIONS

ADDL INFO RE  
ORGANIZATION  
DEBTOR

2e TYPE OF ORGANIZATION

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATIONAL ID # if any

☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME

General Electric Company, GE Lighting

OR

3b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c MAILING ADDRESS

Noble Rd

Mgr Credit Administration, 1975

CITY

Cleveland

STATE

OH

POSTAL CODE

44112

COUNTRY

USA

4 This FINANCING STATEMENT covers the following collateral

All assets indicated on Item 16 of the financing statement addendum attached to this financing statement which financing statement addendum is made a part of this financing statement as if fully reprinted herein

This financing statement is intended to continue each financing statement identified on Attachment A attached to this financing statement (each financing statement so identified a "pre-effective-date financing statement") which Attachment A is made a part of this financing statement as if fully reprinted herein Each pre-effective-date financing statement remains effective

5 ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON UCC FILING  
6 ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2  
8 OPTIONAL FILER REFERENCE DATA

OK-Oklahoma County (Central Filing Office)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV 05/22/02)

LexisNexis Document Solutions  
801 Adlai Stevenson Drive  
Springfield IL 62703 4261

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a ORGANIZATION'S NAME

OR

Fleming Companies, Inc

9b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME SUFFIX

10 MISCELLANEOUS OK-Oklahoma County (Central Filing Office)

THE ABOVE SPACE IS FOR FILING OFFICE USE

**11 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — insert only one name (11a or 11b) — do not abbreviate or combine names**

11a ORGANIZATION'S NAME

OR

11b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d TAX ID # SSN OR EIN

ADD NL INFO RE  
ORGANIZATION  
DEBTOR

11e TYPE OF ORGANIZATION

11f JURISDICTION OF  
ORGANIZATION

11g ORGANIZATIONAL ID # if any

☐ NONE**12 ADDITIONAL SECURED PARTY'S or ASSIGNOR'S NAME — insert only one name (12a or 12b)**

12a ORGANIZATION'S NAME

OR

12b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13 This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as extractedcollateral or is filed as a ☐ fixture filing

14 Description of real estate

15 Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16 Additional collateral description

(A) Inventory consisting of lamps and light bulbs (including without limitation, incandescent, fluorescent, high intensity discharge, quartz photo, miniature, holiday and accessories and parts relating thereto), lighting fixtures including parts and components for lighting fixtures, wiring devices, holiday light sets, batteries portable lighting products and Tungstrom branded lamps now or hereafter consigned to the Debtor by General Electric Company, and (B) accounts receivable, contract rights, chattel paper, and any other right to the payment of money and security therefor, now or hereafter arising from the sale, consignment or other transfer by the Debtor of said inventory, and (C) proceeds of (A) and (B)

17 Check only if applicable and check only one boxDebtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18 Check only if applicable and check only one box☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured Home Transaction — effective 30 years☐ Filed in connection with a Public Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV 07/29/98)

**ATTACHMENT A**

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME Fleming Companies, Inc		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

The financing statement to which this Attachment B is attached and of which this Attachment B is made a part is intended to continue each pre-effective date financing statement identified below. Each such pre-effective date financing statement remains effective.

PRE-EFFECTIVE-DATE FINANCING STATEMENT			MOST RECENT CONTINUATION STATEMENT	
Office in which the pre-effective-date financing statement is filed	Date of filing of the pre-effective-date financing statement	File number of the pre-effective-date financing statement	Date of filing of most recent continuation statement relating to the pre-effective-date financing statement	File number of the most recent continuation statement relating to the pre-effective-date financing statement
Secretary of State, Texas	06/22/1998	98-126095	N/A	N/A



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1790203 - 1

Debtor Fleming Companies, Inc (FX TO V) (\*G)  
Juris County Clerk, Oklahoma County OK

DOL # 2003006845331

DATE 06/16/2013  
TIME 12:06 15  
TYPE CN1  
CARDLYNN CAUDILL  
OKLAHOMA County Clerk  
RECORDED AND FILED

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE #

0031565 Date 06/18/1998

1b This FINANCING STATEMENT AMENDMENT is  
to be filed (for record) (or recorded) in the  
REAL ESTATE RECORDS

2 ☐ TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3 ☒ CONTINUATION Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4 ☐ ASSIGNMENT (full or partial) Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9

5 AMENDMENT (PARTY INFORMATION) This Amendment affects ☐ Debtor or ☐ Secured Party of record Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

☐ CHANGE name and/or address. Please refer to the detailed instructions  
in regards to changing the name/address of a party.

☐ DELETE name Give record name  
to be deleted in item 6a or 6b

☐ ADD name Complete item 7a or 7b and also item 7c  
also complete items 7e-7g (if applicable).

6 CURRENT RECORD INFORMATION

6a ORGANIZATION'S NAME

Fleming Companies, Inc

OR 6b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7 CHANGED (NEW) OR ADDED INFORMATION

7a ORGANIZATION'S NAME

OR 7b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d SEE INSTRUCTIONS

ADD L INFO RE  
ORGANIZATION  
DEBTOR

7e TYPE OF ORGANIZATION

7f JURISDICTION OF ORGANIZATION

7g ORGANIZATIONAL ID # if any

☐ NONE

8 AMENDMENT (COLLATERAL CHANGE) check only one box

Describe collateral ☐ deleted or ☐ added or give entire ☐ restated collateral description or describe collateral ☐ assigned

9 NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor or if this is a Termination authorized by a Debtor check here ☐ and enter name of DEBTOR authorizing this Amendment

9a ORGANIZATION'S NAME

General Electric Company, GE Lighting

OR 9b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10 OPTIONAL FILER REFERENCE DATA

OK-Oklahoma County Fleming Companies, Inc



*David M. Neumann*  
Writer's Direct Dial (216) 363-4584

September 10, 2003

***Sent by Federal Express***

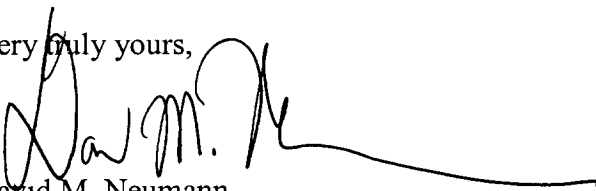
Bankruptcy Management Corporation  
1330 East Franklin Avenue  
El Segundo, CA 90245

Re In re *Fleming Companies, Inc.*, et al  
United States Bankruptcy Court for the District of Delaware  
Case No 03-10945 (MFW)

To Whom It May Concern

Enclosed herein you will find an original and two copies of a Proof of Claim to be filed in the captioned matter on behalf of my client, GE Consumer Products, fka GE Lighting, a division of the General Electric Company. Please return a time-stamped copy of the Proof of Claim to the undersigned in the self-addressed, stamped envelope which is also enclosed.

Thank you for your attention hereto.

Very truly yours,  
  
David M. Neumann

DRM/ct

Enclosures

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

**In re Fleming Companies, Inc et al.  
Case No 03-10945-(MFW)-11**

**DOCUMENTS APPENDED TO CLAIM**

On September 20, 2005, document(s) were appended to Claim Numbers **r375, r502 and 10426** for the following reason(s)

- ☒ Settlement Agreement confirmed via e-mail on 9/20/05
- ☐ Proof of Payment dated 4/21/05
- ☐ Change of Address Confirmation Notice
- ☐ Withdrawal Notice dated
- ☐ Other Docket Number #####

## Lisa Ruppaner

---

**From** MJ John  
**Sent** Tuesday, September 20, 2005 2 19 PM  
**To** Lisa Ruppaner  
**Subject** Fleming - GE Consumer Products - Admin Claim # 10426

Lisa,

Please have a copy of this e-mail attached to the following claims Thanks

r375  
r502  
10426

---

**From** Erin Brady [mailto:ebrady@kirkland.com]  
**Sent** Tuesday, September 20, 2005 1 08 PM  
**To** MJ John  
**Cc** JFranks@AlixPartners.com  
**Subject** GE Consumer Products - Admin Claim # 10426

FYI -- please attach to the appropriate claim and mark any CM admin claims as allowed

-- Forwarded by Erin Brady/Los Angeles/Kirkland Ellis on 09/20/2005 01 05 PM --

"Latu, Nathan" <nlatu@core-mark.com>

To "Erin Brady <ebrady@kirkland.com> Franks John"  
<JFranks@AlixPartners.com>

09/20/2005 01 04 PM

cc Bryant Jutta <jbryant@coremark.com>  
Subject GE Consumer Products - Admin Claim # 10426

Erin / John -- FYI

**Nathan Latu**

**Core-Mark International Corporate Office**

**Phone (650) 589-9445 Ext 3071**

**Fax (650) 589-2815**

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---

**From** Sylvester, Michael J (GE Consumer & Industrial) [mailto:Michael.Sylvester@ge.com]  
**Sent** Tuesday, September 20, 2005 12 47 PM  
**To** Latu, Nathan  
**Subject** RE: Claim # 10426

9/20/2005

Nathan,

Please allow this communication to confirm that GE Lighting has settled its pre-petition claims with RCT, and has no pending post-petition claims with Core-Mark International Thanks

Mike

-----Original Message-----

**From** Latu, Nathan [mailto:nlatu@core-mark.com]

**Sent** Tuesday, September 20, 2005 2:32 PM

**To** Sylvester, Michael J (GE Consumer & Industrial)

**Subject** Claim # 10426

Good Morning Michael,

As per telephone conversation, could you please confirm the followings?

- 1 The above-mentioned claim is ALL pre-petition related and have been settled with RCT
- 2 GE has no claims pending against Core-Mark International in regards of Post Petition

Should you have any questions, please do not hesitate to let me know

Thank you,

**Nathan Latu**

**Core-Mark International Corporate Office**

**Phone (650) 589-9445 Ext 3071**

**Fax (650) 589-2815**

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\*\*\*\*\*

9/20/2005