

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

PROOF OF CLAIM



514685

Bar Date Ref # 2-NC 3923050

In re
FLEMING Companies Inc ET, AL

Case Number
03-10948

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

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

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

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

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

Name of Creditor and Address

0354653514685

DALE S MARKET PLACE IGA
7361 VIA PASEO DEL SUR
SCOTTSDALE AZ 85258

Creditor Telephone Number *480 991-3937*

CREDITOR TAX ID #
86-1025212

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here replaces or amends a previously filed claim dated _____

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

2 DATE DEBT WAS INCURRED *4/01/02 - 4/01/03*

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ *251,228.22* (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (total)

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

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

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

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

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

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

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.

BY MAIL TO: Bankruptcy Management Corporation, P.O. BOX 900, El Segundo, CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO: Bankruptcy Management Corporation, 1330 East Franklin Avenue, El Segundo, CA 90245

THIS SPACE FOR COURT USE ONLY
FILED
 SEP 12 2003
BMC
 Fleming Companies Claim
 10520

DATE SIGNED: *9/11/03*

SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Raymond Dale **RAYMOND DALE** *President*

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

See Other Side For Instructions

In re, Fleming Companies, Inc et al ,
CaseNo 03-10945 (MFW)

Chapter 11

R S Dale Corporation and Raymond and Shirley Dale (Guarantors) are seeking consequential damages for Debtors' default under an Executory contract to supply

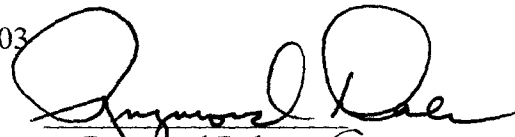
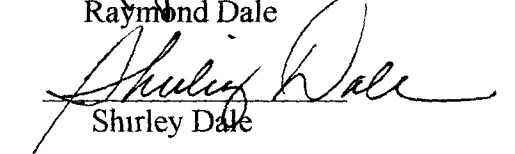
Prepetition----Claim is limited to Prepetition default by debtor under
The Facility Standby Agreement

1 Damages due to Debtor breach of Facility Standby Agreement
not less than -----\$251,228 22

Invoices showing shortages and outages available, but too lengthy to
attach

Copy of Standby Agreement attached

Respectfully submitted this 11th day of September, 2003


Raymond Dale

Shirley Dale

FACILITY STANDBY AGREEMENT

THIS FACILITY STANDBY AGREEMENT (the "Agreement") is made as of May 12, 2001 (the "Effective Date"), by and between FLEMING COMPANIES, INC, an Oklahoma corporation ("Fleming"), and R S DALE CORPORATION, an Arizona corporation ("Retailer"), with reference to the following circumstances

(i) Fleming is a full-line wholesale supplier of food, grocery, and related products through its product supply center at Phoenix, Arizona and other locations, and

(ii) Retailer is a retailer of food, grocery, and related products and operates retail grocery stores at the locations listed on Exhibit "A" hereto, and

(iii) Retailer contemplates acquiring and/or developing additional retail grocery stores from time to time during the term of this Agreement and desires that the additional stores be subject to this Agreement, and

(iv) By a concurrent transaction, Fleming has made a loan to Retailer, and

(v) Retailer presently subleases from Fleming the premises at which the Store is located (the sublease shall be referred to in this Agreement as the "Sublease"), and

(vi) Retailer has requested that Fleming be prepared to supply to Retailer a certain amount of food, grocery, and related products, and to be able to do so Fleming will have to commit certain resources, including capital, employees, inventory, equipment, and facilities, and

(vii) Retailer acknowledges that but for Retailer's covenants and agreements in this Agreement, Fleming would not have agreed to commit its resources for the benefit of Retailer, entered into this Agreement, and/or entered into the Sublease

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants stated below, the parties agree as follows

✓ (1 Fleming's Commitment to Supply Throughout the term of this Agreement, Fleming will maintain capital, employees, inventory, equipment, and facilities sufficient to supply Products to Retailer in quantities sufficient to allow Retailer to maintain the Teamwork Score described in Section 3 of this Agreement

2 Price and Other Terms of Sale Except as hereinafter provided, the Products sold to Retailer pursuant to this Agreement shall be priced and other terms of sale shall be established, generally in accordance with the Fleming FlexMate Marketing Plan dated June 8, 1998, which Retailer has reviewed and which is attached hereto as Exhibit B, as amended from time to time by Fleming in its discretion upon thirty (30) days notice (the "Selling Plan") Although Fleming has the ability to amend the Selling Plan in any respect, any amendments will be applicable to all customers of Fleming who are situated similarly to Retailer in Retailer's trade area and who are purchasing Products pursuant to the Selling Plan As to any Products