

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

**PROOF OF CLAIM**



s160938

Scheduled Claim Ref # 12-F2-13253  
**YOUR CLAIM IS SCHEDULED AS**

In re  
**Fleming Foods of Texas, LP**

Case Number  
**03-10955**

\$24 741 52 UNSECURED  
**\$25,783.12**

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

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

**Name of Creditor and Address**  
  
0354429377940  
  
AMERICAN CHEF  
PO BOX 860535  
PLANO TX 75086

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

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

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

**If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.** If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number ( )  
  
CREDITOR TAX ID #  
**752459493**

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

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

**1 BASIS FOR CLAIM**  
 Goods sold  
 Services performed  
 Money loaned  
 Personal injury/wrongful death  
 Taxes  
 Other (describe briefly)

Retiree benefits as defined in 11 U.S.C. § 1114(a)  
 Wages, salaries and compensation (Fill out below)  
Your social security number \_\_\_\_\_  
Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_ (date)

**FILED**  
**SEP 12 2003**  
**BMC**

**2 DATE DEBT WAS INCURRED** 11-18-02/03-21-03

**3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE** \$ 25783.12 (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.

**THIS SPACE FOR COURT USE ONLY**

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

DATE SIGNED  
**09/11/03**

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).  
**CHARLES E. SPENCE PRESIDENT**

**BMC**  
Fleming Companies Claim

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**



10780

**AMERICAN CHEF, INC.**

**P O BOX 860535  
PLANO, TX 75086-0535**

**Invoice**

DATE	INVOICE #
3/10/2003	948084

<b>BILL TO</b>
FLEMING GARLAND CTP/GARLAND P O BOX 24750 OKLAHOMA CITY OK 73124

<b>SHIP TO</b>
FLEMING GARLAND 2500 McCREE ROAD GARLAND, TX 75041

P O NUMBER	TERMS	REP	SHIP	VIA	FOB
333283-GA	NET 7		3/10/2003		11334
ITEM CODE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	
56009	COOKED HAM 16/10oz 4 CASES 40#	4	21 70	86 80	
56022	CHOPPED HAM 12/16oz 17 CASES 204#	17	19 56	332 52	
56023	SLICED COOKED HAM & WATER 16/10 oz 33 CASES 330#	33	19 70	650 10	
56029	CHOPPED HAM 16/10OZ 22 CASES 220#	22	16 90	371 80	
56049	SMOKE HAM 16/10oz 9 CASES 90#	9	23 20	208 80	
57029	WHITE TURKEY 16/10oz 12 CASES 120#	12	19 70	236 40	
Please rerut to above address				<b>Total</b>	\$1,886 42

0• G+

1,886.42 +

8,504.5 +

4,637.3 +

1,041.6 +

2,771.3 +

3,689.5 +

3,252.5 +

007.....

25,783.12 G+



B/L NO 0003945

PAGE 1 of 1

DATE: 03/10/03



PRINTED 03/10/03 13 3

SALES ORDERS 8797804

THIS MEMORANDUM is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for benefit of and his consignee.

CUSTOMER 90025

CARRIER A99 - CUSTOMER PICKUP

FROM IHP - IOWA HAM/OELWEIN  
OELWEIN, IA

CONSIGNEE FLEMING CO  
TO 2600 MCCREE RD  
GARLAND, TX 75041

*Miss  
8 PM  
on*

Permanent Address of Shipper  
TYSON FOODS, INC  
P O Box 2020  
Springdale, AR 72765  
Phone 479-290-4000

CHARGES ARE TO BE

PREPAID  
 COLLECT

Received \$ \_\_\_\_\_  
to apply in prepayment of the charges  
on the property described hereon

Agent or Cashier  
Per \_\_\_\_\_  
(The signature here acknowledges only  
the amount prepaid.)

Charges Advanced  
\$ \_\_\_\_\_

If shipment moves between two ports  
by water the law requires that the bill of  
lading shall state whether it is a carrier's  
or shipper's weight.

(Shipper's imprint in lieu of stamp not  
a part of bill of lading approved by the  
Interstate Commerce Commission)

NOTE Where rate is dependent on value  
shippers are required to state specifically  
in writing the agreed or declared value of  
the property  
The agreed or declared value of the  
property is hereby specifically stated by  
the shipper to be not exceeding

Per \_\_\_\_\_

The fibre boxes used for this shipment  
conform to the specifications set forth in  
the box makers's certificate (thereon and  
all other requirements of Consolidated  
Freight Classification.

This is to certify that the above articles  
are properly described by name, and are  
packed and marked and are in proper  
condition for transportation according to  
regulations prescribed by the Interstate  
Commerce Commission

subject to conditions of applicable bill of  
lading. If this shipment is to be delivered  
to the consignee without recourse on the  
consignor the consignor shall sign the  
following statement:  
The carrier shall not make delivery of  
this shipment without payment of freight  
and all other lawful charges.

D BEGALSKE  
(Signature of Consignor)

AGENT SCARS

PER *Mark J. Morris*

ROUTE CAR NO 9292 SEAL NOS. DROP NO 01 TO# 8548540

PRODUCT CODE	QTY SHIPPED	DESCRIPTION	BRAND NAME	NET WEIGHT
656009-0923	4	16/10 AM CHEF 96% FF CK Iowa Ham Item # 56009	GEN BRND	40 00
656022-0923	17	12/16 AM CHEF WA CHPD Iowa Ham Item # 56022	GEN BRND	204 00
656023-0923	33	16/10 AM CHEF 35% CKD Iowa Ham Item # 56023	GEN BRND	330 00
656029-0923	22	16/10 AM CHEF CHPD HM Iowa Ham Item # 56029	GEN BRND	220 00
656049-0923	9	16/10 AM CHEF 97 SM HNY Iowa Ham Item # 56049	GEN BRND	90 00
657029-0923	12	16/10 AM CHEF WHT TRKY Iowa Ham Item # 57029	GEN BRND	120 00

APPT FOR MAR 10 AT 00 00  
CALL (0 ) 0 -0 FOR APPOINTMENT  
PO# 11334/333283-GA  
EMPTY PALLETS IN 0  
EMPTY PALLETS OUT 0  
CARRIER 0

*Recd 97cs  
3-13-03  
Mike Kohn*

TOTAL UNITS 97 TOTAL NET WEIGHT 1,004 00  
TOTAL TARE 67 05 TOTAL WEIGHT 1,071 05

FOOTNOTES  
MAINTAIN TEMPERATURE 28 F  
PALLETS IN 1 PALLETS OUT 1

NOTICE to receiver of goods Any claim or evidence of possible claim must be so noted at time of delivery on the Bill of Lading by receiver of goods

**AMERICAN CHEF, INC**

**P O BOX 860535  
PLANO, TX 75086-0535**

**Invoice**

DATE	INVOICE #
3/14/2003	948098

<b>BILL TO</b>
FLEMING CO CTP LUBBOCK DIVISION P O BOX 24680 OKLAHOMA CITY,OK 73124

<b>SHIP TO</b>
FLEMING CO 5824 ELM ST LUBBOCK, TX 79408

P O NUMBER	TERMS	REP	SHIP	VIA	FOB
525730-LU	NET 7		3/14/2003		11356
ITEM CODE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	
56009	COOKED HAM 16/10oz 161 CASES 1610#	161	23 50	3 783 50	
56029	CHOPPED HAM 16/10OZ 124 CASES 1240#	124	19 50	2,418 00	
57017	TURKEY BREAST 16/10oz 98 CASES 980#	98	23 50	2,303 00	
Please remit to above address				<b>Total</b>	\$8 504 50

**STRAIGHT BILL OF LADING-SHORT FORM**  
**ORIGINAL-NOT NEGOTIABLE**



B/L NO 0004025  
 PAGE 1 of 1  
 DATE 03/14/03



PRINTED 03/14/03 11 39

SALES ORDERS 8819415

RECEIVED subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown, marked, consigned, and declared as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery or destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party of any time interested in all or any of said property that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof if this is a rail or a rail water shipment, or (2) in the applicable motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

CUSTOMER 90031

CARRIER A99 - CUSTOMER PICKUP

FROM IHP - IOWA HAM/OELWEIN  
 OELWEIN, IA

CONSIGNEE FLEMING CO  
 TO 5824 ELM STREET  
 LUBBOCK, TX 79408

Permanent Address of Shipper  
 TYSON FOODS, INC  
 P O Box 2020  
 Springdale, AR 72765  
 Phone 479-290-4000

**CHARGES ARE TO BE**

PREPAID  
 COLLECT

Received \$ \_\_\_\_\_  
 to apply in prepayment of the charges on the property described hereon

Agent or Cashier  
 Per \_\_\_\_\_  
 (The signature here acknowledges only the amount prepaid)

Charges Advanced  
 \$ \_\_\_\_\_

If shipment moves between two ports by water the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight

(Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission)

NOTE Where rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property  
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Per \_\_\_\_\_

The fibre boxes used for this shipment conform to the specifications set forth in the box makers certificate thereon and all other requirements of Consolidated Freight Classification

This is to certify that the above articles are properly described by name, and are packed and marked and are in proper condition for transportation according to regulations prescribed by the Interstate Commerce Commission

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

D BEGALSKE  
 (Signature of Consignor)

AGENT *Scas*

PER *[Signature]*

**ORIGINAL**

ROUTE CAR NO 124

SEAL NOS

DROP NO 01 TO# 8563104

PRODUCT CODE	QTY SHIPPED	DESCRIPTION	BRAND NAME	NET WEIGHT
656009-0923	161	16/10 AM CHEF 96% FF CK Iowa Ham Item # 56009	GEN BRND	1,610 00
656029-0923	124	16/10 AM CHEF CHPD HM Iowa Ham Item # 56029	GEN BRND	1,240 00
657017-0923	98	16/10 A C TKY BR (142) Iowa Ham Item # 57017	GEN BRND	980 00
APPT FOR MAR 14 AT 00 00				
CALL (0 )0 -0 FOR APPOINTMENT				
PO# 11356/525730-LU				
EMPTY PALLETS IN 0				
EMPTY PALLETS OUT 0				
CARRIER 0				
TOTAL UNITS 383		TOTAL NET WEIGHT 3,830 00		
TOTAL TARE 268 10		TOTAL WEIGHT 4,098 10		

*[Handwritten Signature]*

FOOTNOTES  
 MAINTAIN TEMPERATURE 28 F  
 PALLETS IN 3 PALLETS OUT 3

NOTICE to receiver of goods Any claim or evidence of possible claim must be so noted at time of delivery on the Bill of Lading by receiver of goods

**AMERICAN CHEF, INC.**

**P.O BOX 860535  
PLANO, TX 75086-0535**

**Invoice**

DATE	INVOICE #
3/10/2003	948085

<b>BILL TO</b>
FLEMING CO CTP LUBBOCK DIVISION P O BOX 24680 OKLAHOMA CITY,OK 73124

<b>SHIP TO</b>
FLEMING CO 5824 ELM ST LUBBOCK, TX 79408

P O NUMBER	TERMS	REP	SHIP	VIA	FO B
485242-LU	NET 7		3/10/2003		11335
ITEM CODE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	
55015	CHOPPED HAM W/A 6/5# 24 CASES 720#	24	30 60	734 40	
55020	6/5# 35% DELI HAM 4X4 66 CASES 1980#	66	30 90	2,039 40	
56009	COOKED HAM 16/10oz 47 CASES 470#	47	23 50	1,104 50	
56029	CHOPPED HAM 16/10OZ 10 CASES 100#	10	19 50	195 00	
57017	TURKEY BREAST 16/10oz 24 CASES 240#	24	23 50	564 00	
Please remit to above address			<b>Total</b>	\$4 637 30	

**STRAIGHT BILL OF LADING-SHORT FORM**

**ORIGINAL-NOT NEGOTIABLE**



B/L NO 000394

PAGE 1 of 1

DATE 03/10/03



PRINTED 03/10/03

SALES ORDERS 8798570

CEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

property described below in apparent good order, except as noted (contents and condition of contents of packages unknown, resealed, consigned, and destined as indicated below each said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agree to carry to each place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every carrier to be performed under shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof. If this is a rail or a rail water shipment, or (2) in the applicable motor carrier shipment.

you hereby certify that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for said and his escape

CUSTOMER 90031

CARRIER A99 - CUSTOMER PICKUP

FROM IHP - IOWA HAM/OELWEIN  
OELWEIN, IA

CONSIGNEE FLEMING CO  
TO 5824 ELM STREET  
LUBBOCK, TX 79408

Permanent Address of Shipper  
TYSON FOODS, INC  
P O Box 2020  
Springdale, AR 72765  
Phone 479-290-4000

**CHARGES ARE TO BE**

PREPAID

COLLECT

Received \$ \_\_\_\_\_  
to apply in prepayment of the charges on the property described hereon

Agent or Cashier  
Per \_\_\_\_\_  
(The signature here acknowledges only the amount prepaid)

Charges Advanced  
\$ \_\_\_\_\_

If shipment moves between two ports by water the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight

(Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission)

NOTE Where rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_

Per \_\_\_\_\_

The fibre boxes used for this shipment conform to the specifications set forth in the box makers' certificate thereon and all other requirements of Consolidated Freight Classification

This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation according to regulations prescribed by the Interstate Commerce Commission

subject to conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

D BEGALSKE

(Signature of Consignor)

AGENT *SEARS*

PER *Frank Fleming*

**ORIGINAL**

ROUTE CAR NO 9292 SEAL NOS DROP NO 01 TO# 8548937

PRODUCT CODE	QTY SHIPPED	DESCRIPTION	BRAND NAME	NET WEIGHT
656009-0923	47	16/10 AM CHEF 96% FF CK Iowa Ham Item # 56009	GEN BRND	470 00
656029-0923	10	16/10 AM CHEF CHPD HM Iowa Ham Item # 56029	GEN BRND	100 00
657017-0923	24	16/10 A C TKY BR (142) Iowa Ham Item # 57017	GEN BRND	240 00
APPT FOR MAR 10 AT 00 00				
CALL (0 ) 0 -0 FOR APPOINTMENT				
PO# 11335/485242 LU				
EMPTY PALLETS IN 0				
EMPTY PALLETS OUT 0				
CARRIER 0				
TOTAL UNITS	81	TOTAL NET WEIGHT	810 00	
TOTAL TARE	56 70	TOTAL WEIGHT	866 70	

*Buy Malt...*

FOOTNOTES  
MAINTAIN TEMPERATURE 28 F  
PALLETS IN | PALLETS OUT |

NOTICE to receiver of goods Any claim or evidence of possible claim must be so noted at time of delivery on the Bill of Lading by receiver of goods



**ORANDUM** is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate covering the property named herein, and is intended solely for filing or record subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading

**DELIVERY RECEIPT NO.**  
001152

**STEWART DELIVERY**  
any described below, in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated, belong to the company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) at the usual place of delivery at said destination if on its own road or its own water line otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that the carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property that every person performed hereunder shall be subject to all the conditions not prohibited by law whether printed or written herein contained including the conditions on back hereof which are agreed to by the shipper and accepted for himself and his assigns

**ON THE ACCOUNT OF**  
American Chem Prod  
Attn: (Dept) Sp...  
912 15th Street  
Flora TX 77044

*LUBBOCK*

DATE ORDERED 03-07-03	<input checked="" type="checkbox"/> <b>BILL OF LADING</b>
DATE SHIPPED 03-07-03	CUSTOMER ORDER NUMBER Prepared
ORDER / PO # [Redacted]	
DELIVERING CARRIER <b>STEWART DELIVERY</b>	
11335	
Mon 7 AM 9:50	

**INSIGNED TO**  
[Redacted]  
[Redacted] TX

QUANTITY SHIPPED	SAID TO CONTAIN	NET WEIGHT	GROSS WEIGHT	LOT / MARK
	***** 2 UNITS	179.50	168.00	
	***** 2 UNITS	1980.00	2112.00	
	***** 2 UNITS	90	2100.00	
	***** 2 UNITS	200.00	2880.00	

*By [Signature]*

NAME \_\_\_\_\_ DL # \_\_\_\_\_ VEH LIC # \_\_\_\_\_ CO. \_\_\_\_\_  
CONTAINER / CAR # 101 SEALS 5056357

If the shipment moves between parts by a carrier by water the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight. NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

AGENT PER \_\_\_\_\_ DATE 3-7-03

RECEIVED IN GOOD ORDER FROM \_\_\_\_\_  
1133

**AMERICAN CHEF, INC.**

P O BOX 860535  
 PLANO, TX 75086-0535

**Invoice**

DATE	INVOICE #
11/18/2002	947683

<b>BILL TO</b>
FLEMING GARLAND CTP/GARLAND P O BOX 24750 OKLAHOMA CITY, OK 73124

<b>SHIP TO</b>
FLEMING GARLAND 2500 McCREE ROAD GARLAND TX 75041

P O NUMBER	TERMS	REP	SHIP	VIA	FOB
039781-GA	NET 7		11/18/2002		10863
ITEM CODE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	
55045	35% SMOKE HAM w/5# AMERICAN CHEF LABEL 31 CASES 930#	31	33 60	1,041 60	
Please remit to above address				<b>Total</b>	\$1,041 60

TIME: 04:44 PM  
DATE: 22-NOV-02

CS INTEGRATED LLC - SAMUELS

PAGE: 1  
TRAN\_PRO

DAILY ORDER/RECEIVE REPORT

ORDER SHIPPED TO: FLEMING CO  
SHIPPED DATE: 11-22-2002  
CARRIER: SEARS  
ORDER NUM: 10862-B  
PURCHASE NO: 739194-GA  
CS INTEGRATED DELIVERY TICKET #: D64409

LOT#	LOT DESC	QUANTITY	WEIGHT	PRODUCT CODE	IDENTITY
T64312	A.C. XDCK FLEM-GARL	31	341.00	AXDOCK	201102XX
TOTAL		31	341.00		



**AMERICAN CHEF, INC.**

**P O BOX 860535  
PLANO, TX 75086-0535**

**Invoice**

DATE	INVOICE #
3/10/2003	948083

<b>BILL TO</b>
FLEMING CO CTP LUBBOCK DIVISION P O BOX 24680 OKLAHOMA CITY,OK 73124

<b>SHIP TO</b>
FLEMING CO 5824 ELM ST LUBBOCK, TX 79408

<b>P O NUMBER</b>	<b>TERMS</b>	<b>REP</b>	<b>SHIP</b>	<b>VIA</b>	<b>FOB</b>
498801-LU	NET 7		3/10/2003		11344

ITEM CODE	DESCRIPTION	QUANTITY	PRICE	AMOUNT
55015	CHOPPED HAM W/A 6/5# 6 CASES 180#	6	30 60	183 60
55020	6/5# 35% DELI HAM 4X4 8 CASES 240#	8	30 90	247 20
56009	COOKED HAM 16/10oz 38 CASES 380#	38	23 50	893 00
56029	CHOPPED HAM 16/10OZ 20 CASES 200#	20	19 50	390 00
57017	TURKEY BREAST 16/10oz 45 CASES 450#	45	23 50	1 057 50

Please remit to above address	<b>Total</b>	\$2 771 30
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F 100#1

**MEMORANDUM** is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate covering the property named herein and is intended solely for filing or record subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading

**DELIVERY RECEIVING**

99-05am

01592

Party described below in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated by the bill of lading. The word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract, agree to deliver to the carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in said property, the carrier shall be subject to all the conditions not prohibited by law whether printed or written herein contained including the conditions on back hereof which are agreed to by the shipper and accepted for himself and his assigns

ON THE ACCOUNT OF

Company Name  
512 12th Street  
Place

*Handwritten:* LEWIS BUCK

DATE ORDERED

03-06-03

BILL OF LADING

DATE SHIPPED

03-07-03

CUSTOMER ORDER NUMBER

PP-0114

ORDER / P.O. #

178801-11

ASSIGNED TO

PLUMMER

DELIVERING CARRIER

Customer

11344

MAX 7 AM 4-8-03

QUANTITY SHIPPED	SAID TO CONTAIN	NET WEIGHT	GROSS WEIGHT	LOT / MARK
6 55014	5 AM... (faded)	192.00	192.00	05W11
3 50008	3 AM... (faded)	254.00	254.00	A67015
54-208	54-208... (faded)	14	14	
	<i>Handwritten:</i> Buy Mark			

DL # \_\_\_\_\_ VEH LIC # \_\_\_\_\_ CO \_\_\_\_\_  
CONTAINER / CAR # 101 SEALS 5056357

shipment moves between parts by a carrier by the law requires that the bill of lading shall whether it is a carrier's or shipper's weight  
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

IT PER \_\_\_\_\_ DATE 3-7-03  
RECEIVED IN GOOD ORDER FROM \_\_\_\_\_  
PER PER \_\_\_\_\_ DATE \_\_\_\_\_

**STRAIGHT BILL OF LADING-SHORT FORM**

**ORIGINAL-NOT NEGOTIABLE**

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

In property described below, in apparent good order except as noted (contents and condition of contents of packages unexamined, unsealed, unweighed, and declared as indicated below) check said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry a its usual place of delivery or said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classifications or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.



B/L NO 0003945

PAGE 1 of 1

DATE 03/10/03



PRINTED 03/10/03

SALES ORDERS 8807209

CUSTOMER 90031

CARRIER A99 - CUSTOMER PICKUP

FROM IHP - IOWA HAM/OELWEIN  
OELWEIN, IA

CONSIGNEE FLEMING CO  
TO 5824 ELM STREET  
LUBBOCK, TX 79408

Permanent Address of Shipper  
TYSON FOODS, INC  
P O Box 2020  
Springdale, AR 72765  
Phone 479-290-4000

ROUTE CAR NO 9292 SEAL NOS DROP NO 01 TO# 8554384

PRODUCT CODE	QTY SHIPPED	DESCRIPTION	BRAND NAME	NET WEIGHT
656009-0923	38	16/10 AM CHEF 96% FF CK Iowa Ham Item # 56009	GEN BRND	380 00
656029-0923	20	16/10 AM CHEF CHPD HM Iowa Ham Item # 56029	GEN BRND	200 00
657017-0923	45	16/10 A C TKY BR (142) Iowa Ham Item # 57017	GEN BRND	450 00

APPT FOR MAR 10 AT 00 00  
CALL (0 ) 0 -0 FOR APPOINTMENT  
PO# 11344/498801-LU  
EMPTY PALLETS IN 0  
EMPTY PALLETS OUT 0  
CARRIER 0

TOTAL UNITS 103  
TOTAL TARE 72 10  
TOTAL NET WEIGHT 1,030 00  
TOTAL WEIGHT 1,102 10

FOOTNOTES  
MAINTAIN TEMPERATURE 28 F  
PALLETS IN | PALLETS OUT |

**CHARGES ARE TO BE**

PREPAID  
 COLLECT

Received \$ \_\_\_\_\_ to apply in payment of the charges on the property described hereon

Agent or Cashier  
Per \_\_\_\_\_  
(The signature here acknowledges only the amount prepaid)

Charges Advanced  
\$ \_\_\_\_\_

If shipment moves between two ports by water the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight

(Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission)

NOTE: Where rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_

Per \_\_\_\_\_

The fibre boxes used for this shipment conform to the specifications set forth in the box makers certificate thereon and all other requirements of Consolidated Freight Classification

This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation according to regulations prescribed by the Interstate Commerce Commission

subject to conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

D BEGALSKE  
(Signature of Consignor)

AGENT *SCMS*

PER *Frank [Signature]*

NOTICE to receiver of goods: Any claim or evidence of possible claim must be so noted at time of delivery on the Bill of Lading by receiver of goods

**ORIGINAL**

**AMERICAN CHEF, INC.**

**P O BOX 860535  
PLANO, TX 75086-0535**

**Invoice**

DATE	INVOICE #
3/21/2003	948130

<b>BILL TO</b>
FLEMING CO CTP LUBBOCK DIVISION P O BOX 24680 OKLAHOMA CITY, OK 73124

<b>SHIP TO</b>
FLEMING CO 5824 ELM ST LUBBOCK, TX 79408

P O NUMBER	TERMS	REP	SHIP	VIA	FOB
566054-LU	NET 7		3/21/2003		11387
ITEM CODE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	
56009	COOKED HAM 16/10oz 63 CASES 630#	63	23 50	1,480 50	
56029	CHOPPED HAM 16/10OZ 47 CASES 470#	47	19 50	916 50	
57017	TURKEY BREAST 16/10oz	55	23 50	1,292 50	
Please remit to above address			<b>Total</b>	<b>\$3,689 50</b>	



**STRAIGHT BILL OF LADING-SHORT FORM**  
**ORIGINAL-NOT NEGOTIABLE**



B/L NO 0004120

PAGE 1 of 1

DATE 03/21/03



PRINTED 03/21/03 13 46

SALES ORDERS 8839382

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

a property described herein, in apparent good order, except as noted (contents and conditions of contents of packages enclosed, marked, consigned, and declared as indicated below) such as to the carrier being understood throughout this contract as receiving any person or corporation in possession of the property under the contract to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each item of all or any of said property over all or any portion of said route to destination and as to each party of any time interested in all or any of said property that every person to be performed remainder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier shipment.

shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for itself and its consignee.

CUSTOMER 90031

CARRIER A99 - CUSTOMER PICKUP

FROM IHP - IOWA HAM/OELWEIN  
 OELWEIN, IA

CONSIGNEE FLEMING CO  
 TO 5824 ELM STREET  
 LUBBOCK, TX 79408

Permanent Address of Shipper  
 TYSON FOODS, INC  
 P O Box 2020  
 Springdale, AR 72765  
 Phone 479-290-4000

**CHARGES ARE TO BE**

PREPAID  
 COLLECT

Received \$ \_\_\_\_\_  
 to apply in prepayment of the charges on the property described hereon

Agent or Cashier  
 Per \_\_\_\_\_  
 (The signature here acknowledges only the amount prepaid)

Charges Advanced  
 \$ \_\_\_\_\_

If shipment moves between two ports by water the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight

(Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission)

NOTE Where rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property  
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Per \_\_\_\_\_

The fibre boxes used for this shipment conform to the specifications set forth in the box makers specifications thereon and all other requirements of Consolidated Freight Classification

This is to certify that the above articles are properly described by name, and are packed and marked and are in proper condition for transportation according to regulations prescribed by the Interstate Commerce Commission

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

D BEGALSKE  
 (Signature of Consignor)

AGENT SCARS

PER \_\_\_\_\_

**ROUTE CAR NO**

**SEAL NOS**

**DROP NO 01 TO# 8576772**

PRODUCT CODE	QTY SHIPPED	DESCRIPTION	BRAND NAME	NET WEIGHT
656009-0923	63	16/10 AM CHEF 96% FF CK Iowa Ham Item # 56009	GEN BRND	630 00
656029-0923	47	16/10 AM CHEF CHPD HM Iowa Ham Item # 56029	GEN BRND	470 00
657017-0923	55	16/10 A C TKY BR (142) Iowa Ham Item # 57017	GEN BRND	550 00
APPT FOR MAR 21 AT 00 00				
CALL (0 )0 -0 FOR APPOINTMENT				
PO# 11387/566054-LU				
EMPTY PALLETS IN 0				
EMPTY PALLETS OUT 0				
CARRIER 0				
TOTAL UNITS	165	TOTAL NET WEIGHT	1,650 00	
TOTAL TARE	115 50	TOTAL WEIGHT	1,765 50	

*Beef Melts*

FOOTNOTES  
 MAINTAIN TEMPERATURE 28 F  
 PALLETS IN 2 PALLETS OUT 2

NOTICE to receiver of goods Any claim or evidence of possible claim must be so noted at time of delivery on the Bill of Lading by receiver of goods

**ORIGINAL**

**AMERICAN CHEF, INC.**

**P O BOX 860535  
PLANO, TX 75086-0535**

**Invoice**

<b>DATE</b>	<b>INVOICE #</b>
3/17/2003	948104

<b>BILL TO</b>
FLEMING GARLAND CTP/GARLAND P O BOX 24750 OKLAHOMA CITY, OK 73124

<b>SHIP TO</b>
FLEMING GARLAND 2500 McCREE ROAD GARLAND, TX 75041

P O NUMBER	TERMS	REP	SHIP	VIA	FOB
392139-GA	NET 7		3/17/2003		11357
ITEM CODE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	
56003	COOKED HAM 12/16oz 53 CASES 636#	53	25 00	1 325 00	
56009	COOKED HAM 16/10oz 10 CASES 100#	10	21 70	217 00	
56022	CHOPPED HAM 12/16oz 5 CASES 60#	5	19 56	97 80	
56023	SLICED COOKED HAM & WATER 16/10 oz 11 CASES 110#	11	19 70	216 70	
56029	CHOPPED HAM 16/10OZ 33 CASES 330#	33	16 90	557 70	
56049	SMOKE HAM 16/10oz 20 CASES 200#	20	23 20	464 00	
57021	TURKEY HAM 16/10oz 10 CASES 100#	10	19 70	197 00	
57029	WHITE TURKEY 16/10oz 9 CASES 90#	9	19 70	177 30	
Please remit to above address				<b>Total</b>	\$3 252 50

**BILL OF LADING-SHORT FORM**  
**ORIGINAL-NOT NEGOTIABLE**



B/L NO 0004028

PAGE 1 of 1

DATE 03/14/03



PRINTED 03/14/03 11 46

SALES ORDERS 8820822

CUSTOMER 90025

CARRIER A99 - CUSTOMER PICKUP

FROM IHP - IOWA HAM/OELWEIN  
 OELWEIN, IA

CONSIGNEE FLEMING CO  
 TO 2600 MCCREE RD  
 GARLAND, TX 75041

*Must  
8pm.*

Permanent Address of Shipper  
 TYSON FOODS, INC  
 P O Box 2020  
 Springdale, AR 72765  
 Phone 479-290-4000

**CHARGES ARE TO BE**

PREPAID  
 COLLECT

Received \$ \_\_\_\_\_  
 to apply in prepayment of the charges  
 on the property described hereon

Agent or Cashier  
 Per \_\_\_\_\_  
 (The signature here acknowledges only  
 the amount prepaid)

Charges Advanced  
 \$ \_\_\_\_\_

If shipment moves between two ports  
 by water the law requires that the bill of  
 lading shall state whether it is a carrier's  
 or shipper's weight

(Shipper's imprint in lieu of stamp not  
 a part of bill of lading approved by the  
 Interstate Commerce Commission)

NOTE Where rate is dependent on value  
 shippers are required to state specifically  
 in writing the agreed or declared value of  
 the property  
 The agreed or declared value of the  
 property is hereby specifically stated by  
 the shipper to be not exceeding

Per \_\_\_\_\_

The fibre boxes used for this shipment  
 conform to the specifications set forth in  
 the box makers' certificates thereon and  
 all other requirements of Consolidated  
 Freight Classification

This is to certify that the above articles  
 are properly described by name and are  
 packed and marked and are in proper  
 condition for transportation according to  
 regulations prescribed by the Interstate  
 Commerce Commission

subject to conditions of applicable bill of  
 lading, if this shipment is to be delivered  
 to the consignee without recourse on the  
 consignor the consignor shall sign the  
 following statement  
 The carrier shall not make delivery of  
 this shipment without payment of freight  
 and all other lawful charges

D BEGALSKE  
 (Signature of Consignor)

AGENT *SOARS*

PER *[Signature]*

ROUTE CAR NO 124 SEAL NOS DROP NO 01 TO# 8564254

PRODUCT CODE	QTY SHIPPED	DESCRIPTION	BRAND NAME	NET WEIGHT
656003-0923	53	12/16 AM CHEF 96 WA CKD Iowa Ham Item # 56003	GEN BRND	636 00
656009-0923	10	16/10 AM CHEF 96% FF CK Iowa Ham Item # 56009	GEN BRND	100 00
656022-0923	5	12/16 AM CHEF WA CHPD Iowa Ham Item # 56022	GEN BRND	60 00
656023-0923	11	16/10 AM CHEF 35% CKD Iowa Ham Item # 56023	GEN BRND	110 00
656029-0923	33	16/10 AM CHEF CHPD HM Iowa Ham Item # 56029	GEN BRND	330 00
656049-0923	20	16/10 AM CHEF 97 SM HNY Iowa Ham Item # 56049	GEN BRND	200 00
657021-0923	10	16/10 AM CHEF TKY HAM Iowa Ham Item # 57021	GEN BRND	100 00
657029-0923	9	16/10 AM CHEF WHT TRKY Iowa Ham Item # 57029	GEN BRND	90 00
APPT FOR MAR 17 AT 00 00				
CALL (0 )0 -0 FOR APPOINTMENT				
PO# 11357/392139-GA				
EMPTY PALLETS IN 0				
EMPTY PALLETS OUT 0				
CARRIER 0				
TOTAL UNITS	151	TOTAL NET WEIGHT	1,626 00	
TOTAL TARE	102 80	TOTAL WEIGHT	1,728 80	

*[Signature]*  
 3-20-03

FOOTNOTES  
 MAINTAIN TEMPERATURE 28 F  
 PALLETS IN 1 PALLETS OUT 1

NOTICE to receiver of goods Any claim or evidence of possible claim must be so noted at time of delivery on the Bill of Lading by receiver of goods

**ORIGINAL**