
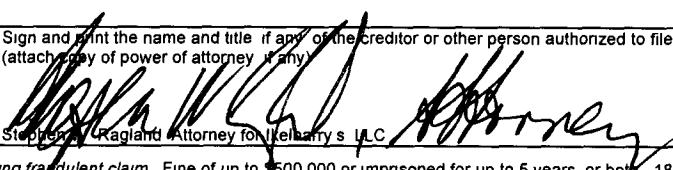


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor FLEMING COMPANIES INC	Case Number 03 10945 (MFW) Chapter 11 Jointly Administered	This Space is for Court Use Only
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement 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) IKELBARRY S LLC	<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 Stephen W Ragland Esq 100 Peabody Place #900 Memphis TN 38103	Telephone Number (901) 543 5917	
Account or other number by which creditor identifies debtor	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated _____	
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Facility Standby Agreement etc <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 _____ (date) to _____ (date)		
2 Date debt was incurred January 2 2003	3 If court judgment date obtained	
4 Total Amount of Claim at Time Case Filed \$305 000 00 If all or part of your claim is secured or entitled to priority also complete Item 5 or 7 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.		
5 Secured Claim <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 setoff Value of Collateral _____ Amount of arrearage and other charges at time case filed included in secured claim if any _____		7 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specific 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)(____)
6 Unsecured Nonpriority Claim A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		* 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.
8 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		This Space is for Court Use Only <div style="font-size: 2em; font-weight: bold; margin: 0;">FILED</div> <div style="font-size: 1.5em; font-weight: bold; margin: 0;">SEP 12 2003</div> <div style="font-size: 3em; font-weight: bold; margin: 0;">BMC</div> Fleming Companies Claim  <small>10796</small>
9 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.		
10 Date Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 9/10/03	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).  Stephen W Ragland Attorney for Ikelbarry S LLC	
Penalty for presenting fraudulent claim: Fine of up to \$500 000 or imprisoned for up to 5 years, or both. 18 U.S.C. §§ 1		
*SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF. ADDITIONAL INFORMATION IS AVAILABLE UPON REQUEST. CLAIMANT RESERVES THE RIGHT TO AMEND ITS CLAIM.		

EXHIBIT

FLEMING COMPANIES, INC
CHAPTER 11 CASE NO 03-10945 (MFW)

IKELBARRY'S, LLC, CLAIMANT

Claimant files this Proof of Claim for amounts due with respect to Debtor(s') breach of the Facility Standby Agreement and related documents Claimant reserves the right to amend this Proof of Claim to set forth further information and any additional amounts to be claimed Additional information and documentation available upon request By filing this claim, Claimant does not waive any further claims it may have or positions that it has taken or may take with respect to the administration of Debtor(s') cases and the particular proceedings with respect to the Facility Standby Agreement and related documents Claimant asserts a secured claim to the extent of any setoff rights

Claimant is in the process of settling with Debtor(s) and files this Proof of Claim to preserve its rights with respect thereto because the settlement has not yet been approved by the Court

FACILITY STANDBY AGREEMENT

THIS FACILITY STANDBY AGREEMENT (the "Agreement") is made as of January 2, 2003 (the "Effective Date"), by and between FLEMING COMPANIES, INC, an Oklahoma corporation ("Fleming"), and IKELBARRY'S, LLC, a Tennessee limited liability company ("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 Southaven, Mississippi and other locations, and

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

(iii) Retailer presently subleases from Fleming the premises at which the Store is located and in the future may sublease from Fleming other premises at which Stores may be located (in either case, the subleases shall be referred to in this Agreement as the "Sublease") and

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

(v) 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

(vi) 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, made the loan to Retailer, 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 purchase the Estimated Purchase Level 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 Memphis Division Sell Plan and Support Program 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 which are not covered by the Selling Plan, the price of such Products shall be Fleming's quoted selling price in effect for such Products from time to time

3 Facility Standby Fee

(a) Amount By entering into this Agreement, Fleming has committed to devote such capital, employees, inventory, equipment, and facilities as are required to supply Retailer with the quantity of Products necessary for Retailer to purchase the Estimated Purchase Level described in Section 3(b) for the term of this Agreement. Fleming is willing to so commit such resources because of the return it will realize from sale of Products in the quantities necessary for Retailer to purchase the Estimated Purchase Level during the term of this Agreement. If Retailer does not purchase Products in such quantities, Retailer agrees to pay Fleming a Facility Standby Fee. The amount of the Facility Standby Fee shall be equal to two percent (2%) of the amount by which Retailer's purchases during each twelve (12) month period during the term of this Agreement are less than the Estimated Purchase Level. For example, if the Estimated Purchase Level is \$6,000,000 per year and at the first anniversary of this Agreement Retailer has purchased \$5,500,000 of Products, Retailer will owe a Facility Standby Fee of \$10,000. Retailer shall pay the Facility Standby Fee within thirty (30) days after the close of the twelve (12) month period for which such fee is owed.

(b) Estimated Purchase Level Retailer has estimated that its purchases of Products for delivery to the Stores during each twelve (12) month period during the term of this Agreement will be not less than \$6,000,000 (the "Estimated Purchase Level"). Fleming will commit its resources, including capital, employees, inventory, equipment, and facilities, in order to be prepared to supply the Estimated Purchase Level of Products to Retailer.

(c) No Other Retailer Obligations Except as otherwise provided in Section 14 of this Agreement, Retailer shall have no obligation to purchase any specific quantity or type of Products from Fleming.

4 Term of Agreement

(a) Term Unless terminated sooner in accordance with this Agreement, the term of this Agreement will commence on the date hereof and will extend until the date which is five years following the date hereof, at the end of such term, this Agreement will automatically be extended for additional one-year terms until terminated on an anniversary date by either party on six months prior written notice, provided however, such termination by Retailer shall not occur until (i) Retailer is no longer obligated under any agreement with Fleming, or any affiliate of Fleming, other than this Agreement, and (ii) all of Retailer's financial obligations to Fleming, and all affiliates of Fleming, have been fully paid and satisfied, provided, however, if a Store or Additional Store operates on property under a Sublease, the term of this Agreement, as to that Store or Additional Store, will extend until the later of the date set forth above or the termination or expiration of the applicable Sublease, provided further, however, in no event will the term of this Agreement extend beyond twenty (20) years from the date hereof.

(b) Termination of Sublease If Fleming terminates a Sublease for any reason other than a default by Retailer, then this Agreement shall also terminate on the date the Sublease terminates.

5 Default

(a) Default by Retailer If Retailer fails to perform in any material respect any of its obligations under this Agreement, then Retailer shall be in default and Fleming shall have all rights and remedies available under law, including, without limitation, the right to immediately stop shipment of Products, the right to immediately terminate this Agreement by written notice, and the right of specific enforcement of the obligations of Retailer. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Retailer shall have five days from receipt of the written notice of termination from Fleming within which to cure the monetary default. Fleming shall not be obligated to ship any Products to Retailer during such five days. In the event of a non-monetary default, Retailer shall have thirty days from receipt of written notice from Fleming to cure such default, provided that such cure period is not applicable to paragraph 15(n) of this Agreement. Fleming's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Fleming. In no event whatsoever shall Retailer be liable to Fleming for, and Fleming waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damage or otherwise), or statutorily prescribed damages.

(b) Default by Fleming If Fleming fails to perform in any material respect any of its obligations under this Agreement, then Fleming shall be in default and Retailer shall have the right to immediately terminate this Agreement by written notice and pursue all remedies available under this Agreement or law by reason of such default, including, without limitation, specific enforcement of the obligations of Fleming. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Fleming shall have five days from receipt of the written notice of termination from Retailer within which to cure the monetary default. In the event of a non-monetary default, Fleming shall have thirty days from receipt of written notice from Retailer to cure such default. Retailer's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Retailer. In no event whatsoever shall Fleming be liable to Retailer for, and Retailer waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), or statutorily prescribed damages.

6 Disputes, Arbitration All disputes between Fleming and Retailer, including any matter relating to this Agreement, shall be resolved by final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). To the extent they are available, arbitrators shall be selected from the AAA Food Industry panel. In any dispute involving a claim in excess of \$100,000, three arbitrators shall be employed. Absent a showing of good cause, the hearing shall be conducted within ninety (90) days from the service of the statement of claim. All proceedings shall be governed by the Federal Arbitration Act.

Each party shall bear the expense of its own attorneys, experts and out-of-pocket costs as well as fifty percent (50%) of the expense of administration and arbitrator fees. However, Retailer may be relieved from all or part of such obligation as it relates to such administration and arbitrator fees upon a finding by the arbitrator(s) of economic hardship.

The parties agree (i) TO WAIVE THE RIGHT TO RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES, and (ii) that the arbitrators SHALL NOT HAVE THE POWER TO AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES unless, in the case of (i) or (ii), the arbitrator(s) or a court of competent jurisdiction determines that this limitation, under the circumstances, violates public policy

Depositions, other than those taken in lieu of live testimony, shall not be taken except upon the arbitrator(s) finding of special need Parties shall be entitled to conduct document discovery in accordance with a procedure where responses to information requests shall be made within twenty (20) days from their receipt

Either party shall be entitled to pursue remedies for emergency judicial relief in any court of competent jurisdiction, e g , in order for Fleming to preserve its collateral, except that immediately following the preliminary adjudication of such request for emergency relief, the parties hereby consent to a stay of the judicial proceedings pending a determination of the dispute on the merits by arbitration as herein provided

7 Change of Control If there has been a Change of Control upon thirty (30) days written notice to Retailer, Fleming may terminate this Agreement

8 Sublease Rent Provided that Retailer is not in default under this Agreement, the Sublease or any other obligation to Fleming, Fleming shall provide to Retailer a subsidy of \$8,333.33 per month during the first three (3) years of the Initial Term of this Agreement to be applied toward payment of the minimum monthly rent owed by Retailer to Fleming under the Sublease Such monthly subsidy shall be evidenced by a credit on Retailer's statement from Fleming Fleming shall not be obligated to provide for the foregoing rent subsidy at any time that Retailer is in default under the Sublease, this Agreement or any other agreement with Fleming

9 Amendment or Waiver This Agreement may not be amended, nor any of its terms waived, unless such amendment or waiver is in writing and signed by the parties hereto

10 Governing Law This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma

11 Counterparts This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument and each of which will be considered an original for all purposes

12 Time is of the Essence Time is of the essence of this Agreement

13 Notices Whenever any notice is required to be given under this Agreement, then such notice shall be written and shall be given or sent, and the other party shall be deemed to have received it, if delivered personally or by national overnight courier, on the date such notice is delivered personally or by the national overnight courier, or if mailed, on the third business day after mailing, if sent by first-class certified mail, postage prepaid, return receipt requested, and addressed as follows

(a) Notices to Fleming

Fleming Companies, Inc
2929 Stateline Road
Southaven, Mississippi 38671
Attn Division President

With copies to

Fleming Companies, Inc
1945 Lakepointe Drive
Lewisville, Texas 75057-6424
Attn Associate General Counsel

(b) Notices to Retailer

Ikelbarry's, LLC
6600 Stage Road
Bartlett, TN 38134
Attn David Barry

With copies to

Bass, Berry & Sims, PLC
100 Peabody Place, Suite 900
Memphis, TN 38103
Attn John A Stemmler

or to such other address as may be designated on ten (10) days prior notice in writing by such party. All such notices and communications shall be in writing and signed by the party giving such notice.

14 Purchase of Store Supplies and Control Label Products Upon the termination of this Agreement, Retailer will purchase from Fleming (i) all store supplies that Fleming has purchased or obtained as supplies for Retailer, and (ii) private label or label designated products, each group of which, because of any special design, label, logo, quantity, or other feature cannot be sold promptly by Fleming to other retailers being served by the product supply center servicing Retailer under this Agreement at the same price being paid for such supplies and control label products by Retailer. Retailer will pay to Fleming the then current price for such supplies and control label products being charged by Fleming to Retailer. Such amount will be paid and such supplies and products will be delivered by Fleming to Retailer within ten (10) days after termination of this Agreement.

15 Miscellaneous

(a) Authorization Retailer or Fleming will execute and deliver any and all documents that may reasonably be requested by the other in order to properly document this Agreement, including, but not limited to, certified resolutions of the owners of Equity Interests in Retailer authorizing the undersigned to enter into this Agreement

(b) Binding Effect This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Except as expressly provided herein, neither this Agreement nor the rights and obligations of Retailer hereunder shall be assignable by Retailer, and any purported assignment in contravention hereof shall be void without the consent of Fleming. However, if Fleming should consent to an assignment or if without Fleming's consent the rights and obligations of Retailer are transferred by operation of law or otherwise, Retailer shall require that such rights and obligations be assumed by the transferee.

(c) Exhibits Any Exhibit attached to this Agreement is made a part hereof and is fully incorporated herein by reference.

(d) Entire Agreement This Agreement is the final expression of the agreement of the parties regarding the purchase of Products by Retailer from Fleming and supersedes any prior or contemporaneous agreement between the parties pertaining to the matters covered by this Agreement. There are no representations, promises, warranties, understandings, or agreements, express or implied, oral or otherwise, except those expressly referred to or set forth in this Agreement. Retailer acknowledges that the execution and delivery of this Agreement is its free and voluntary act and deed and that Retailer's execution and delivery have not been induced by or done in reliance upon any representations, promises, warranties, understandings, or agreements made by Fleming or its agents, officers, employees, or representatives that are not expressly stated in this Agreement. No promise, representation, warranty, or agreement made subsequent to the execution and delivery of this Agreement by either party, and no revocation, partial or otherwise, or change, amendment, addition, alteration, waiver or modification of this Agreement or any of the terms hereof will be enforceable, unless it is in writing and signed by Fleming and Retailer.

(e) Headings Headings or captions of the sections in this Agreement are for convenience of reference only and in no way define or limit or describe the intent of this Agreement or any provision hereof.

(f) Inconsistency with Selling Plan If any of the provisions of this Agreement are inconsistent with the provisions of the Selling Plan, the provisions of this Agreement will govern.

(g) No Effect The length of the term of this Agreement may not correspond with the terms of other agreements between Fleming and Retailer, and nothing shall be implied therefrom. Furthermore, this Agreement shall have no relevance or effect in determining whether or not a loan, mortgage, sublease, license, franchise, or other agreement, if any, between Fleming and Retailer will be extended or renewed.

(h) Limitation of Actions In accordance with the provisions of Article 2 of the Uniform Commercial Code, an action for breach of this Agreement must be commenced within two years after the cause of action has occurred by sending the other party a statement of claim and demand for arbitration under the provisions of this Agreement

(i) Cross Default Any material breach of this Agreement by Retailer will be deemed to be a breach of any and all other agreements by and between Retailer and Fleming and its affiliates, whether now in existence or hereafter entered into, including, without limitation, any and all lease agreements, franchises, licenses, sublease agreements, promissory or demand notes, loan agreements, security agreements, deeds of trust, leasehold deeds of trust and pledge agreements. A breach of any of the agreements referenced in the preceding sentence shall constitute a breach of this Agreement, in which event Fleming may pursue all remedies legally available to it under this Agreement and those other agreements, including, without limitation, termination, acceleration of Retailer's obligations under those agreements, seeking monetary damages and seeking equitable relief

(j) Force Majeure Fleming shall not be deemed in default of this Agreement if Fleming's non-performance is the result of a condition beyond Fleming's control, including, but not limited to, labor strikes, government rationing or other regulations, flood, fuel shortages, earthquake, acts of God, drought, and other weather conditions

(k) State and Local Taxes Retailer represents and warrants that all Products purchased from Fleming that are tangible personal property shall be purchased for resale in the ordinary course of Retailer's business, and that Retailer shall comply with pertinent state and local laws regarding the collection and payment of sales, use, and other taxes applicable to all such resale transactions and furnish evidence thereof to Fleming. If any such tangible personal property is put to a taxable use by Retailer or is purchased by Retailer other than for resale, Retailer shall make timely return and payment to the proper taxing authority of all sales, use, and like taxes applicable thereto, and shall indemnify Fleming against such taxes and all penalties and interest related thereto

(l) Severable If any provision of this Agreement is determined by a court of competent jurisdiction or arbitrators appointed pursuant to this Agreement to be void or unenforceable, then the remaining provisions of this Agreement shall be given effect as if such void or unenforceable provision was not a part of this Agreement

(m) Financial Statements Retailer shall deliver to Fleming Retailer's quarterly financial statements within sixty (60) days after the end of each quarter, except in the case of the last quarter of each fiscal year, in which case Retailer shall deliver to Fleming an annual financial statement in place of the quarterly statement for the fourth quarter. If Retailer's annual financial statements are audited, then such audited financial statements shall be required by this Section

(n) Confidentiality This Agreement will give Retailer access to Fleming's confidential and proprietary methods of operations, pricing policies, marketing strategies, trade secrets and other confidential and proprietary information (the "Confidential Information") During the term of this Agreement and for one year after the expiration or

termination of this Agreement for any reason, Retailer will not, in any manner, directly or indirectly, disclose to any person the Confidential Information or the terms of this Agreement (including the Selling Plan) except as reasonably necessary to obtain reliable advice from its legal or financial advisors. Retailer shall cause its agents and advisors to maintain the confidentiality of all Confidential Information and the terms of this Agreement.

16 Definitions Capitalized terms used in this Agreement shall have the following meanings

“Change of Control” means the acquisition by any Person of the sufficient Equity Interest in Retailer such that the Person has the power to Control Retailer

“Control” means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of equity, by contract, or otherwise

“Effective Date” shall have the meaning stated in the first paragraph of this Agreement

“Equity Interest” means, in the case of a corporation, the voting capital preferred or common stock or other voting security of the corporation, and in the case of a limited liability company or partnership, any membership, partnership, or other economic interest in the entity

“Estimated Purchase Level” shall have the meaning described in Section 3(b) of this Agreement

“Facility Standby Fee” shall have the meaning described in Section 3(a) of this Agreement

“Fleming” shall have the meaning stated in the first paragraph of this Agreement

“Initial Term” shall have the meaning stated in Section 4 of this Agreement

“Period” means any of the thirteen (13) four-week periods into which Fleming divides each calendar year for Fleming’s internal accounting purposes

“Person” means any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department agency or political subdivision thereof)

“Products” means food, grocery, meat, perishables, and other related products, supplies, and merchandise described in the Selling Plan that Fleming offers for sale to its other retail customers

"Retailer" means the person identified in the first paragraph of this Agreement and any successors thereof

"Selling Plan" shall have the meaning described in Section 2 of this Agreement

"Store" or Stores" means any of the retail grocery stores operated by Retailer at the locations described in Exhibit "A" of this Agreement

"Sublease" shall have the meaning described in the recitals of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

FLEMING COMPANIES, INC , an Oklahoma corporation

By William May
Name William May
Title SVP operations

"FLEMING"

IKELBARRY'S, LLC, a Tennessee limited liability company

By David J. Barry
Name DAVID J. BARRY
Title Chief Manager

"RETAILER"

EXHIBIT A

STORES

Piggly Wiggly #107
6600 Stage Road
Bartlett, Tennessee 38134

EXHIBIT B
SELLING PLAN

COPY

DEMAND NOTE

\$1,010,000

January 2, 2003

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one (hereinafter called the "Borrower"), promises to pay to the order of Fleming Companies, Inc an Oklahoma corporation ("Fleming"), at 5701 North Shartel, Oklahoma City, Oklahoma 73118, or at such other place as may be designated from time to time by the holder of this Note, **ON DEMAND** the principal sum of One Million Ten Thousand and No/100 Dollars (\$1,010,000), together with interest on the principal amount outstanding from the date hereof until paid in full at a fluctuating rate per annum equal to the Prime Rate plus four percent (4%)

The term "Prime Rate" means the rate of interest published from time to time by *The Wall Street Journal*, and designated as the Prime Rate in the "Money Rates" section of such publication. If such publication describes the Prime Rate as a range of rates, for purposes of this Note, the Prime Rate shall be the highest rate designated in such range. The interest rate under this Note shall be adjusted as of the date the first weekly installment is due hereunder following January 1, April 1, July 1 and October 1 of each year (the "Adjustment Date") to equal a fluctuating rate per annum equal to the Prime Rate plus four percent (4%). The interest rate to which the rate hereunder shall be adjusted will be based upon the Prime Rate published on the last business day of the month preceding each Adjustment Date. Interest shall be computed on the basis of a year consisting of 364 days. Borrower acknowledges that the Prime Rate effective on the date of execution of this Note is four and one-quarter percent (4.25%) per annum, and that the amount outstanding under this Note on this date will initially bear interest at the rate of eight and one-quarter percent (8.25%) per annum.

This Note shall be payable on demand. Until such demand is made, payments shall be made as follows: Consecutive weekly installments of principal and interest with each installment in the amount of Three Thousand Six Hundred Fifty Four and 76/100 Dollars (\$3,654.76), commencing on January 11, 2003, and on the same day of each and every week thereafter until paid in full. In the event the Prime Rate increases so that the amount of the weekly installments set forth herein is insufficient to pay the accrued interest, Borrower agrees to pay an increased weekly installment in an amount sufficient to pay accrued interest. As each weekly installment is paid, the same shall be applied first to accrued interest on the outstanding principal balance of this Note, and the balance, if any, to the payment of principal. If no demand is made prior thereto, the entire principal balance of this Note, together with accrued interest, shall be due and payable in full on January 2, 2010. This Note is a demand Note subject to being called at any time without reason upon actual demand by the holder. The inclusion of a payment schedule in this Note is merely to provide terms for payment prior to demand, and does not affect or impair the holder's absolute right to demand payment of this Note at any time without reason. The Borrower has agreed that the holder may make demand at any time before the final payment date specified above.

Borrower may, at any time, and from time to time, on thirty (30) days prior written notice to holder, prepay the unpaid principal balance of this Note in whole or in part without premium or penalty, but with all accrued but unpaid interest to the date of prepayment.

Any partial prepayment of principal shall not postpone the due date of any subsequent installment provided in this Note or change the amount of any such installment

Any amount not paid on or before the date required by this Note will bear interest at a rate equal to the lesser of (i) nine percent (9%) plus the Prime Rate, or (ii) the maximum rate of interest allowed by applicable law. The holder of this Note may collect a late charge equal to five percent (5%) of any installment that is not paid on the date required by this Note for the purpose of covering the extra expenses involved in handling the delinquent payment. This late charge shall not be applicable if the holder elects to receive interest at the increased rate provided above.

Borrower, and each other party now or hereafter liable for payment of this Note as endorser, accommodation party, surety, guarantor or otherwise hereby (i) waives the benefit of any and all present or future applicable exemption laws, (ii) waives presentment for payment, notice of intent to demand, notice of dishonor of nonpayment and notice of protest and any and all other notices or defenses in connection with the delivery, acceptance, performance, or enforcement of, this Note, (iii) consents to any extensions of time for payment, renewals, releases of any party to or security for this Note, and any waivers, modifications or indulgences that may be granted or consented to by the holder respecting this Note, (iv) agrees to pay, in addition to all other sums due hereunder, all costs and expenses relating to the collection and enforcement of this Note, including reasonable attorneys' fees, court costs and disbursements, (v) agrees that demand for payment hereunder may be made by any means either orally or in writing by the holder hereof, including without limitation, hand delivery, mailing, express delivery, telecopy or telefax and if notice of demand is given by mail, evidence of mailing to the Borrower at the address below by return receipt shall be sufficient, (vi) **waives the right, if any, to a jury trial for any action, cause of action or claim arising under or in any way related to this Note or in connection with this loan transaction or any related transactions,** and (vii) agrees that any applicable statute of limitations for judicial enforcement of this Note shall not commence to run until the earlier of an actual demand or the stated final payment date set forth above, unless such date is extended in writing by the holder of this Note, which shall then be the final payment date.

This Note is secured by, among other things, a security agreement executed by Borrower granting a security interest in certain assets of Borrower. The security agreement secures additional indebtedness of the Borrower and contains provisions concerning default with respect to such additional indebtedness. It is not necessary that one of the events of default specified in the security agreement occur before the holder of this Note may demand payment hereunder. The reference in the security agreement to events of default shall not affect or impair the holder's right to demand payment of this Note at any time without reason.

Fleming may assign, pledge or otherwise transfer this Note, in whole or in part, and may otherwise deal with this Note and all security for the repayment hereof, and any subsequent holder of this Note shall have all of the benefits, rights and privileges of Fleming under this Note and with respect to any security instrument or financial statements/information of Borrower relating hereto.

This Note is issued by the Borrower and accepted by the holder pursuant to a lending transaction negotiated, consummated, and to be performed in the State of Oklahoma, and this Note is to be governed by and construed according to the domestic laws of the State of Oklahoma without giving effect to the conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential, or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

Any provision in this Note to the contrary notwithstanding, the obligations of the Borrower under this Note are intended to be limited so that in no event whatsoever, whether by reason of disbursement of the proceeds hereof or otherwise, shall the amount of interest or finance charge paid or agreed to be paid by the Borrower to the holder hereof exceed the highest lawful contract rate of interest or the maximum finance charge permissible under the law which a court of competent jurisdiction, by nonappealable order, determines to be applicable to this Note. If fulfillment of any agreement between the Borrower and the holder, at the time the performance of such agreement becomes due, involves exceeding such highest lawful contract rate for such maximum permissible finance charge, then the obligation to fulfill the same shall be reduced so that such obligation does not exceed such highest lawful contract rate or maximum permissible finance charge. If by any circumstance the holder shall ever receive as interest or finance charge an amount that would exceed the amount allowed by applicable law, the amount which may be deemed excessive shall be deemed applied to the principal of the indebtedness evidenced hereby and not to interest. All interest and finance charges paid or agreed to be paid to the holder shall be prorated, allocated and spread throughout the full period of this Note. This paragraph shall control all the terms of this Note and of any other document executed in connection herewith. If any provision of this Note or the application thereof to any party or encumbrance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances shall not be affected thereby, provisions of this Note being severable in such instance.

IN WITNESS WHEREOF, the undersigned has duly executed this Note this 2nd day of January 2003

IKELBARRY'S, LLC, a Tennessee limited liability company

By David J Barry
Name DAVID J BARRY
Title Chief Manager

Notice Address
6600 Stage Road
Bartlett, TN 38134
Attn David Barry

STEPHEN W RAGLAND
TEL (901) 543 5917
FAX (877) 382 3940
sragland@bassberry.com

BASS, BERRY & SIMS PLC

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

THE TOWER AT PEABODY PLACE
100 PEABODY PLACE SUITE 900
MEMPHIS TN 38103 3672
(901) 543 5900

www.bassberry.com

OTHER OFFICES

NASHVILLE DOWNTOWN
NASHVILLE MUSIC ROW
KNOXVILLE

September 11, 2003

VIA FEDEX

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

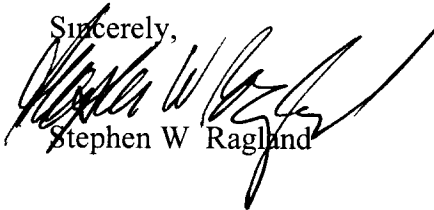
RE Fleming Companies, Inc
Chapter 11 Case No 03-10945 (MFW)

Dear Bankruptcy Management Corporation

I enclose the original and two copies of Ikelbarry's, LLC's Proof of Claim for filing. Please file the original and return the "filed" copies to me in the business reply envelope provided. If you have any questions or comments, please let me know.

Thank you for your courtesies in this matter.

Sincerely,



Stephen W Ragland

SWR ljw
Enclosure

cc John A Stemmler, Esq (w/o encl)
Mr Dave Barry
Richard W Riley, Esq