

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

PROOF OF CLAIM



Bar Date Ref #

In re **Fleming Companies, Inc , et al**

Case Number
03-10945 (MFW)

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.

Name of Creditor and Address

0354653000000

Kyger Bakery Products Inc
Roberts E Inveiss
Henderson Daily Withrow & DeVoe
1 Indiana Sq Ste 2600
Indianapolis, IN 46204-2071

Creditor Telephone Number **(317) 639-4121**

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

CREDITOR TAX ID #
35-2096733

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
 - 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) (date)

2 DATE DEBT WAS INCURRED 7/16/02 - 3/28/03

3 IF COURT JUDGMENT DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE: \$ 215,303.92 (unsecured) \$ 106,503.70 (secured) \$ 0.00 (unsecured priority) \$ 321,807.62 (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). See Attachment "A".

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. See Attachment "A".

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

FILED
SEP 12 2003

DATE SIGNED
September 9, 2003

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)
Paul G Hayden CFO

BMC
Fleming Companies Claim
10933

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

KYGER BAKERY PRODUCTS INC

ATTACHMENT "A"

Enclosed please find Kyger Bakery Products, Inc 's ("Kyger")¹, claim summary, which shows the Fleming Companies, Inc 's ("Debtor") pre-Petition debts and obligations owing to Kyger by dated invoice and amount. Additional supporting documentation is available from Kyger upon request of the Debtor. \$106,504 (rounded up from \$106,503.70) constitutes the amount of Kyger's reclamation claim, which has been accorded Trade Creditor Lien status under the Debtor's Approved Trade Creditor program. Enclosed is a copy of the May 19, 2003 Trade Creditor Lien/Program Agreement between Debtor and Kyger. The remainder of the amounts on the summary (\$215,303.92) constitute Kyger's unsecured claim.

The submission of this Proof of Claim is not intended as a waiver of any of Kyger's rights or junior lien status under the Trade Creditor Lien/Program Agreement or, if and only to the extent Kyger's participation under the Trade Creditor Lien/Program Agreement terminates for any reason, as to Kyger's reclamation claim pursuant to Kyger's Notice by Kyger Bakery Products, Inc of Reclamation Demand, or Alternatively, for Priority Claim or Lien filed with the Court on April 7, 2003.

¹ Kyger is an affiliate of Harlan Bakeries, Inc, whose name appears at the top of the claims summary.

HARLAN BAKERIES, INC
FLEMING PRE-PETITION AR BALANCE BY INVOICE

Customer #	Customer Name	Customer Purchase Order #	Invoice Date	Original Amt	Amt Paid	Invoice #	Total Due
RECLAMATION CLAIM							
000095	FLEMING COMPANIES (SALT LAKE)	476392-SL	3/21/03	\$1 993 85	\$0 00	0000006272	\$1 993 85
000026	FLEMING COMPANIES (SOUTHHAVEN)	54040	3/21/03	\$5 665 25	\$0 00	0000006274	\$5 665 25
000016	FLEMING COMPANIES (GARLAND)	392072-GA	3/22/03	\$15 993 45	\$0 00	0000006273	\$15,993 45
000016	FLEMING COMPANIES (GARLAND)	452895-GA	3/24/03	\$26,715 15	\$0 00	0000006284	\$26 715 15
000101	FLEMING-SUPERIOR	710822	3/25/03	\$1 959 00	\$0 00	0000006292	\$1 959 00
000020	FLEMING COMPANIES (LACROSSE)	710772	3/25/03	\$2,753 85	\$0 00	0000006293	\$2 753 85
000091	FLEMING COMPANIES (LUBBOCK)	566077-LU	3/25/03	\$3,577 55	\$0 00	0000006294	\$3 577 55
000021	FLEMING COMPANIES (NASHVILLE)	528250-NA	3/26/03	\$4,620 00	\$0 00	0000006312	\$4 620 00
000026	FLEMING COMPANIES (SOUTHHAVEN)	54041	3/26/03	\$5 412 00	\$0 00	0000006313	\$5,412 00
000026	FLEMING COMPANIES (SOUTHHAVEN)	54930	3/26/03	\$4 341 20	\$0 00	0000006315	\$4,341 20
000121	FLEMING COMPANIES (TULSA)	052545-TU	3/26/03	\$4,731 95	\$0 00	0000006316	\$4 731 95
000096	FLEMING COMPANIES (PHOENIX)	523427-PX	3/27/03	\$3 801 90	\$0 00	0000006331	\$3 801 90
000021	FLEMING COMPANIES (NASHVILLE)	562697-NA	3/28/03	\$4 620 00	\$0 00	0000006339	\$4,620 00
000132	FLEMING-MINNEAPOLIS	710735	3/28/03	\$4,860 00	\$0 00	0000006340	\$4,860 00
000093	FLEMING-SACRAMENTO	113131-SC	3/28/03	\$15,458 55	\$0 00	0000006342	\$15,458 55
							\$106,503 70
ALL OTHER PRE-PETITION AR BALANCES DUE							
000016	FLEMING COMPANIES (GARLAND)	INSTEIN TEST PROD	7/16/02	\$1,502 50	\$0 00	0000004235	\$1,502 50
000016	FLEMING COMPANIES (GARLAND)	333307	8/26/02	\$439 00	\$0 00	0000004691	\$439 00
000095	FLEMING COMPANIES (SALT LAKE)	243261-SL	9/21/02	\$4 144 55	\$3,144 55	0000004832	\$1 000 00
000026	FLEMING COMPANIES (SOUTHHAVEN)	46918	10/3/02	\$171 00	\$0 00	0000005141	\$171 00
000021	FLEMING COMPANIES (NASHVILLE)	544811-NA	11/6/02	\$4 356 00	\$2,007 64	0000005280	\$2 348 36
000096	FLEMING COMPANIES (PHOENIX)	854491	11/15/02	\$5,701 50	\$1,074 78	0000005541	\$4,626 72
000121	FLEMING COMPANIES (TULSA)	778933-TU	11/19/02	\$5 408 05	\$781 33	0000005525	\$4 626 72
000093	FLEMING-SACRAMENTO	031203-SC	11/21/02	\$13,683 60	\$7,969 08	0000005476	\$5,714 52
000132	FLEMING-MINNEAPOLIS	975866	11/23/02	\$4,500 00	\$2,186 64	0000005491	\$2 313 36
000095	FLEMING COMPANIES (SALT LAKE)	741624-SL	12/6/02	\$3,420 90	\$1,107 54	0000005625	\$2 313 36
000020	FLEMING COMPANIES (LACROSSE)	978155	12/30/02	\$15,246 00	\$4,917 87	0000005733	\$10,328 13
000016	FLEMING COMPANIES (GARLAND)	030634-GA	2/10/03	\$12,966 00	\$2 853 20	0000006004	\$10 112 80
000017	FLEMING COMPANIES (WARSAW)	434961-VVV	2/12/03	\$4,660 30	\$2 978 99	0000006011	\$1 681 31
000026	FLEMING COMPANIES (SOUTHHAVEN)	53669	2/27/03	\$4 449 75	\$3,658 81	0000006091	\$790 94
000026	FLEMING COMPANIES (SOUTHHAVEN)	53486	2/27/03	\$5 192 60	\$4 788 60	0000006098	\$404 00
000020	FLEMING COMPANIES (LACROSSE)	702503	3/1/03	\$2 753 85	\$0 00	0000006104	\$2 753 85
000024	FLEMING COMPANIES (MASSILLON)	197929-MA	3/3/03	\$5 309 00	\$0 00	0000006109	\$5,309 00

Attachment "A"

HARLAN BAKERIES, INC
FLEMING PRE-PETITION AR BALANCE BY INVOICE

Customer #	Customer Name	Customer Purchase		Original Amt	Amt Paid	Invoice #	Total Due
		Order #	Invoice Date				
000016	FLEMING COMPANIES (GARLAND)	224432-GA	3/4/03	\$9,181 35	\$0.00	0000006102	\$9,181.35
000016	FLEMING COMPANIES (GARLAND)	293718-GA	3/4/03	\$6,190 95	\$0 00	0000006103	\$6 190 95
000091	FLEMING COMPANIES (LUBBOCK)	430956-LU	3/4/03	\$3,416 80	\$0 00	0000006105	\$3,416 80
000018	FLEMING COMPANIES (GENEVA)	260841-GE	3/5/03	\$12,960 00	\$0 00	0000006142	\$12 960 00
000121	FLEMING COMPANIES (TULSA)	103181-TU	3/7/03	\$15 600 00	\$0 00	0000006169	\$15 600 00
000093	FLEMING-SACRAMENTO	854722-SC	3/7/03	\$13,809 00	\$0 00	0000006175	\$13,809 00
000095	FLEMING COMPANIES (SALT LAKE)	377771-SL	3/7/03	\$1,961 20	\$0 00	0000006176	\$1,961 20
000091	FLEMING COMPANIES (LUBBOCK)	492028-LU	3/11/03	\$4 451 05	\$0 00	0000006182	\$4 451 05
000121	FLEMING COMPANIES (TULSA)	823421-TU	3/11/03	\$2 924 35	\$0 00	0000006183	\$2 924 35
000020	FLEMING COMPANIES (LACROSSE)	706475	3/11/03	\$2 145 90	\$0 00	0000006201	\$2 145 90
000095	FLEMING COMPANIES (SALT LAKE)	456895-SL	3/12/03	\$2,168 35	\$0 00	0000006190	\$2 168 35
000016	FLEMING COMPANIES (GARLAND)	333248-GA	3/12/03	\$11,142 00	\$0 00	0000006191	\$11,142 00
000026	FLEMING COMPANIES (SOUTHAVEN)	54039	3/12/03	\$9,291 65	\$0 00	0000006192	\$9,291 65
000024	FLEMING COMPANIES (MASSILLON)	339087-MA	3/12/03	\$5 306 00	\$0 00	0000006194	\$5 306 00
000020	FLEMING COMPANIES (LACROSSE)	702072	3/12/03	\$15 600 00	\$0 00	0000006196	\$15 600 00
000101	FLEMING-SUPERIOR	702070	3/13/03	\$15,600 00	\$0 00	0000006188	\$15,600 00
000024	FLEMING COMPANIES (MASSILLON)	544552-MA	3/13/03	\$15,600 00	\$0 00	0000006217	\$15,600 00
000132	FLEMING-MINNEAPOLIS	706477	3/14/03	\$4 860 00	\$0 00	0000006233	\$4,860 00
000121	FLEMING COMPANIES (TULSA)	892993-TU	3/18/03	\$6 659 75	\$0 00	0000006257	\$6 659 75
							\$215,303 92
TOTAL FLEMING PRE-PETITION AR BALANCE							\$321,807 62

FLEMING COMPANIES, INC., ET AL.

May 19, 2003

TO Kyger Bakery Products
Joe Latouf
7597 East U.S. Highway 36
Avon, Indiana 46123

AP# 168057 & Bakery

Dear Valued Supplier

As you are no doubt aware, Fleming Companies, Inc and certain subsidiaries (collectively, the "Company") filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Case" and the "Bankruptcy Court," respectively) on April 1, 2003 (the "Petition Date"). The Company requested the Bankruptcy Court's authority to pay certain suppliers in recognition of the importance of its relationship with such suppliers and its desire that the Bankruptcy Cases have as little effect on such suppliers as possible. On April 24th, 2003, the Bankruptcy Court entered an order (the "Order") authorizing the Company, under certain conditions, to provide certain vendors with a junior trade lien (the "Trade Creditor Lien") in consideration of (i) certain amounts related to reclamation claims owing to such vendors before the Petition Date and (ii) amounts owing to such vendors reflecting advances of trade credit to the Company by such vendors after the Petition Date. Such a Trade Creditor Lien would be junior to the existing liens by the Company's senior secured lenders and the lenders under any loan made to the Company to finance the Bankruptcy Cases and is expressly subject to the terms and conditions set forth in the Order and the Terms of Trade Creditor Lien and Statement of Qualifications attached to the Order. A copy of the Order is enclosed.

In order to receive the Trade Creditor Lien on certain prepetition claims, you must agree to continue to supply goods to the Company based on "Customary Trade Terms." "Customary Trade Terms" shall mean normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reimbursement, normal product mix and availability, volume/quantity of product provided and other applicable terms and programs) which were available to the Company and in effect between you and the Company on a historical basis in the one-hundred eighty (180) days prior to the Petition Date or such other trade terms as agreed by the Company and you, with notice of any such other trade terms to be provided to the agents appointed pursuant to the DIP Credit Agreement (as defined in the Terms of Trade Creditor Lien attached to the Order), and, in addition, any normal customary promotional practices (including, but not limited to, growth incentive programs, preferred vendor programs, ad-allowance programs, and bill backs) which were in place prior to the Petition Date, it being understood that in no event will any amount of trade credit you provided prior to the Petition Date be deemed to satisfy any portion of your obligation to provide Customary Trade Terms on and after the Petition Date.

The Trade Creditor Lien for which you are eligible will extend to the following types of claims (the "Secured Vendor Claims") (i) the claims (net of allowances, rebates, coupon

reconciliations and other credits) held by you on account of goods shipped to the Company by you and accepted by the Company from and after the date on which you have become an "Approved Trade Creditor" pursuant to the terms of the Order and (ii) certain of your reclamation claims in respect of amounts owed to you by the Company prior to the Petition Date.

Without limiting the foregoing, in the event that the dollar amount of your reclamation claim secured by a Trade Creditor Lien exceeds the actual aggregate amount of your pre-petition claims against the Company, you and the Company agree that such excess shall constitute a credit which the Company may utilize at any time after the effective date of a Plan of Reorganization for the purchase of goods, which purchase shall in all other respects be subject to the Customary Trade Terms as set forth herein.

For purposes of administration of this Trade Credit Program (as defined below) as authorized by the Bankruptcy Court, the Company and you agree as follows

- 1 The estimated balance of the prepetition reclamation claim (net of any setoffs, credits or discounts) (the "Reclamation Secured Claim") on which the Company will grant to you a Trade Creditor Lien (which balance shall be capped at the amount of trade credit you provide after the Petition Date) is \$106,504.00
2. You will provide open credit terms as follows (if more space is required, attach continuation pages)

We will provide net fifteen (15) day terms
- 3 The open trade balance or credit line that you will extend to the Company for shipment of postpetition goods is \$ 125,000.00 (which shall be the normal and customary terms on a historical basis in the one-hundred eighty (180) days prior to the Petition Date) as reduced to account for the Debtors' actual requirements
- 4 You agree that you shall not require a lump sum payment upon confirmation of a plan in these Bankruptcy Cases on account of any administrative expense priority claim that you may assert, but instead agree that such claims will be paid in the ordinary course of business after confirmation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Company
- 5 You will hereafter extend to the Company all Customary Trade Terms for so long as the parties shall agree, with the understanding that the Trade Creditor Lien shall be deemed null and void upon cessation of goods shipped by you under this Agreement, except as to any Secured Vendor Claims outstanding on the date of cessation.

Granting of a Trade Creditor Lien in the manner set forth in the Order may only occur upon execution of this letter by a duly authorized representative of your company and the return of this letter to the Company Your execution of this letter agreement and return of the same to the Company constitutes an agreement by you and the Company

1 To the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of the Reclamation Secured Claim set forth above,

2 That (i) during the pendency of the Bankruptcy Cases, you will continue to supply the Company with goods pursuant to the Customary Trade Terms and that the Company will pay for such goods in accordance with the Customary Trade Terms and (ii) you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms,

3. That (i) you will not separately seek payment for reclamation and similar claims outside of the terms of the Order unless your participation in the trade payment program authorized by the Order (the "Trade Credit Program") is terminated, in consideration for the payment described herein, you agree not to file or otherwise assert against any and all of Fleming Companies, Inc and its subsidiaries, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by Fleming Companies, Inc and/or any subsidiary thereof arising from agreements or arrangements of any kind entered into prior to the Petition Date and (ii) if you have taken steps to file or assert such a lien prior to entering into this letter agreement, you will take all necessary steps to remove such lien as soon as possible,

4 That you waive your right to make or file, and shall not make or file, any objection to the Post-Petition Financing or the Post-Petition Loan Documents (as those terms are defined in the Order) or any of the matters or transactions contemplated therein or thereby; and

5 That if either the Trade Credit Program or your participation therein terminates as provided in the Order, or you later refuse to continue to supply goods to the Company on Customary Trade Terms during the pendency of the Bankruptcy Cases, any Trade Creditor Lien received by you will be deemed null and void, except for any Secured Vendor Claims outstanding on the date of termination

The Company and you also hereby agree that any dispute with respect to this letter agreement, the Order and/or your participation in the Trade Credit Program shall be determined by the Bankruptcy Court

If you have any questions about this Agreement or our financial restructuring, do not hesitate to call Fred Ruehl at 972-906-8211

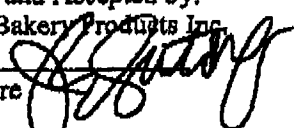
Sincerely,



Fleming Companies, Inc , et al

By Michael Scott
Its Treasurer

Agreed and Accepted by,
Kyger Bakery Products Inc.

Signature 

By Joseph E. Latouf.

Its President

May 22 / 2003



September 11, 2003

VIA FEDERAL EXPRESS

THOMAS A WITHROW
PHILIP J RIPANI
C DANIEL YATES
O WAYNE DAVIS
DAVID J BODLE
B KEITH SHAKE
CHRISTOPHER D LONG
TIMOTHY J O'HARA
ROBERTS E INVEISS
MICHAEL O CHENOWETH
R D ZINK
SCOTT S MORRISON
ROBERT L HARTLEY
SCOTT E TARTER
MICHAEL R HARPRING
DEBRA A MASTRIAN
KERRY L WAGNER
KAREN BALL WOODS
THOMAS B BAYS
JONATHAN P EMENHISER
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CHRISTOPHER J LUKAART
AARON R RAFF

SENIOR COUNSEL

EUGENE L HENDERSON

OF COUNSEL

ROBERT T WILDMAN
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THOMAS N ECKERLE
CLARK L SNYDER

ELISABETH M DAILY
1916 1983

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

Re Kyger Bakery Products, Inc
In re Fleming Companies Inc , et al
Case Number 03-10945 (MFW)
United States Bankruptcy Court
District of Delaware
Proof of Claim

Dear Sir or Madam

Please find enclosed Kyger Bakery Products, Inc 's Proof of Claim in the above-referenced matter in the total amount of \$321,807.62. We would request a date stamped acknowledgment of this claim and enclosed is a self-addressed, stamped envelope and an additional copy of this Proof of Claim for same. Please do not hesitate to contact the undersigned if you should have any questions.

Sincerely,

Aaron R Raff

ARR/adb

Enclosures

cc Roberts E Inveiss (w/o encl)
Paul G Hayden (w/encl)
William D Sullivan (by facsimile to 302-428 3180 w/encl)

**HENDERSON DAILY
WITHROW & DEVOE
ATTORNEYS AT LAW**

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TELEPHONE 317 639 4121