

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM



s161282

Scheduled Claim Ref # 12-F2 13597
YOUR CLAIM IS SCHEDULED AS

In re
Fleming Foods of Texas, LP

Case Number
03-10955

\$29 926 16 UNSECURED

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.

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.

Name of Creditor and Address
The White Lily Foods Company 0354429399614
c/o GUENTHER & SON INC C H
PO BOX 840444 129 E Guenther Street
DALLAS TX 75204 San Antonio TX 78204

Creditor Telephone Number () 210-227-1401

CREDITOR TAX ID #
62-1587550

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 various prepetition

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 137,048.15 (unsecured) \$ (secured) \$ (unsecured priority) \$ 137,048.15 (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. **See Attachment 1**

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

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

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

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

THIS SPACE FOR COURT USE ONLY

FILED

SEP 12 2003

BMC

Fleming Companies Claim

DATE SIGNED
9/11/03

SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).
Thomas A. McRae, VP, General Counsel
The White Lily Foods Company

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



11893

Attachment 1 to Proof of Claim

filed by The White Lily Foods Company

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

United States District Court for the District of Delaware

Case Number 03-10955

A Notes

1 Creditor, The White Lily Foods Company has also filed a proof of claim for the same amount claimed herein in In re Fleming Companies, Inc , United States District Court for the District of Delaware, Case Number 03-10945 Creditor, The White Lily Foods Company, does not seek to recover such unsecured claim twice, however, Creditor's records do not distinguish whether **Fleming Foods of Texas, LP** or Fleming Companies, Inc incurred the debts which give rise to the unsecured claim All or a portion of the asserted claim is owed by **Fleming Foods of Texas, LP** Any amount not owed by **Fleming Foods of Texas, LP** is owed by Fleming Companies, Inc

2 Creditor reserves the right to amend this Proof of Claim

B Supporting Documents

- 1 Coversheet showing totals owed and deductions
- 2 Reprint of invoices (invoices are electronically stored)
- 3 Copy of returned check
- 4 Details of deductions

The White Lily Foods Company

Invoice no	Amount
136940	17,326 48
137415	15,823 76
137280	13,167 37
137325	12,477 22
137350	12,477 22
137407	15,428 47
137206	4,128 00
Returned check	17,853 51
Double payments	
210537	(135 00)
210975	(384 00)
Collect back deductions	28,885 12
Total	137,048 15

WHITE LILY FOODS
AGED TRIAL BALANCE
AGED BY INVOICE DATE

CUSTOMER NUMBER/NAME/ADDRESS						AGED BALANCE			
INV	REF TYPE	INV DATE	DUE DATE	AMOUNT	CURRENT	30 TO 60	60 TO 90	OVER 90	
95171	MITCHELL GROCERY CORP	RAILROAD AVE		PO DRAWER 370	79 ALBERTVILLE	AL 35950	256 878	4211	
GROUP AFFILIATED 999999 ACCT									
904982	46079 UNAPP C	10/09/01	7/04/04	269 07	269 07				
831183	73181 UNAPP C	11/18/02	8/13/05	33 63-	33 63				
932867	74934 UNAPP C	12/16/02	9/10/05	780 86	780 86-				
137329	105550 INVOICE	3/26/03	4/05/03	12457 54	12457 54				
137382	105551 INVOICE	3/28/03	4/08/03	12457 54	12457 54				
137409	105552 INVOICE	3/31/03	4/11/03	12457 54	12457 54				
137437	105553 INVOICE	4/01/03	4/12/03	12457 54	12457 54				
138226	105554 INVOICE	4/03/03	4/14/03	12457 54	12457 54				
138227	105555 INVOICE	4/03/03	4/14/03	12457 54	12457 54				
138240	105682 INVOICE	4/03/03	4/14/03	15922 08	15922 08				
138360	105556 INVOICE	4/04/03	4/15/03	12457 54	12457 54				
*** OVER LIMIT OF 15 DAYS *** TOTALS				102041 30	102041 30	00	00	00 6	
AVG PMT DAYS - 15		LAST PMT DATE - 4/03/03		AVG BAL	76579				
95198	PIGGLY WIGGLY/BESSEMER	PO BOX 2400		79 BESSEMER	AL 35021	205 481	2300		
GROUP AFFILIATED 153 PIGGLY WIGGLY									
137209	105336 INVOICE	3/20/03	3/31/03	24198 96	24198 96				
137341	105446 INVOICE	3/27/03	4/07/03	19826 40	19826 40				
137381	105540 INVOICE	3/28/03	4/08/03	14342 40	14342 40				
137408	105539 INVOICE	3/31/03	4/11/03	13545 60	13545 60				
137454	105541 INVOICE	4/02/03	4/13/03	14342 40	14342 40				
138225	105542 INVOICE	4/03/03	4/14/03	14342 40	14342 40				
138411	105543 INVOICE	4/07/03	4/18/03	14342 40	14342 40				
138412	105544 INVOICE	4/07/03	4/18/03	14342 40	14342 40				
*** OVER LIMIT OF 15 DAYS *** TOTALS				129282 96	129282 96	00	00	00	
AVG PMT DAYS 31		LAST PMT DATE - 3/31/03		AVG BAL	121979				
95236	WINN DIXIE/MONTGOMERY AL	PO BOX 40475		94 JACKSONVILLE	FL 32203	0475904783	5000	8241	
GROUP AFFILIATED 124 WINN DIXIE									
905652	620251 UNAPP C	10/17/01	7/12/04	153 60	153 60				
928848	678618 UNAPP C	3/04/03	11/27/05	4543 20-	4543 20				
137428	105468 INVOICE	4/01/03	4/12/03	23768 16	23768 16				
138223	105523 INVOICE	4/03/03	4/14/03	14164 80	14164 80				
138434	105775 INVOICE	4/07/03	4/18/03	13207 20	13207 20				
*** OVER LIMIT OF 15 DAYS *** TOTALS				46443 36	46443 36	00	00	00 6	
AVG PMT DAYS 14		LAST PMT DATE 3/20/03		AVG BAL	70558				
95295	CTP/GENEVA AL	P O BOX 24760		96 OKLAHOMA CITY	OK 73124	256-684-5200			
GROUP AFFILIATED 105 FLEMING									
270537	257597 UNAPP C	12/17/02	9/11/05	135 00-	135 00				
270975	257597 UNAPP C	12/17/02	9/11/05	384 00-	384 00-				
*** OVER LIMIT OF 15 DAYS *** TOTALS				519 00	519 00-	00	00	00 6	
AVG PMT DAYS 26		LAST PMT DATE 2/10/03		AVG BAL	36780				

***** REPRINTED INVOICE *****

1

ASM/FLEMING

136940

095

3/11/03

105130 20

WHITE LILY FOODS

9529-5
CTP/GENEVA AL
P O BOX 24760

FLEMING FOODS-GENEVA
2001 W MAGNOLIA AVE
PO BOX 398
GENEVA AL 36340

OKLAHOMA CITY OK 73124

536008 GE 3/03/03 3/11/03 EDI/030303

02388	8/5 LB WL S/R CRNML	50 00	50 00	2 050	13 28	664 00
04281	10/2 WL S/R BMLK MEAL	75 00	75 00	1 500	9 36	702 00
04388	8/5 WL S/R BMLK CRNML	120 00	120 00	4 920	13 28	1 593 60
10201	10/2 WL PLAIN FLR	90 00	90 00	1 800	9 36	842 40
10281	10/2 WL S/R FLR	270 00	270 00	5 400	9 36	2 527 20
10388	8/5 WL S/R FLR	540 00	540 00	22 140	13 28	7 171 20
10488	4/10 WHITE LILY SELF RISING FL	28 00	28 00	1 148	14 64	409 92
48110	24/8 1 WL B/B MFN MX	64 00	64 00	896	17 16	1 098 24
50110	24/8 1 WL STRABRY MFN MX	48 00	48 00	672	17 16	823 68
50200	24/8 1 WL WLDTRY MFN MX	16 00	16 00	224	17 16	274 56
50700	24/ WL BANANA NUT MFN	32 00	32 00	448	17 16	549 12
50800	24/ WL CHOC CHIP MFN MIX	16 00	16 00	224	17 16	274 56
51100	12/19 CHEWY FUDGE BROWNIE	12 00	12 00	186	14 40	172 80
51300	12/19 GOO GOO SUP BROWNIE	12 00	12 00	186	18 60	223 20

DISCOUNT AVAILABLE OF 346 51 ON GROSS AMOUNT OF 17326 48 IF PAID BEFORE 3/21/03

GLIC 2% 10 NET 11 1373 00 1373 00 41 794 17 326 48

***** REPRINTED INVOICE *****

1

ASM/FLEMING

137415

095

3/31/03

105608 20

WHITE LILY FOODS

9529 5
CTP/GENEVA AL
P O BOX 24760

OKLAHOMA CITY OK 73124

FLEMING FOODS GENEVA
2001 W MAGNOLIA AVE
PO BOX 398
GENEVA AL 36340

659081-GE 3/25/03 3/31/03 EDI/032503

04281	10/2 WL S/R BMLK MEAL	60 00	60 00	1 200	9 36	561 60
04388	8/5 WL S/R BMLK CRNML	60 00	60 00	2 460	13 28	796 80
10281	10/2 WL S/R FLR	180 00	180 00	3 600	9 36	1 684 80
10308	8/5 WL PLAIN FLR	60 00	60 00	2 460	13 28	796 80
10388	8/5 WL S/R FLR	780 00	780 00	31 980	13 28	10 358 40
10488	4/10 WHITE LILY SELF RISING FL	35 00	35 00	1 435	14 64	512 40
12388	8/5 WL UNBL S/R FLR	10 00	10 00	410	13 28	132 80
42100	24/6 25 WL BMLK BIS MX	16 00	16 00	192	9 78	156 48
48110	24/8 1 WL B/B MFN MX	16 00	16 00	224	17 16	274 56
50110	24/8 1 WL STRABRY MFN MX	16 00	16 00	224	17 16	274 56
50700	24/ WL BANANA NUT MFN	16 00	16 00	224	17 16	274 56

DISCOUNT AVAILABLE OF 316 49 ON GROSS AMOUNT OF 15823 76 IF PAID BEFORE 4/10/03

GLIC 2% 10 NET 11 1249 00 1249 00 44 409 15 823 76

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1

ASM/FLEMING

137280

095

3/25/03

105474 20

WHITE LILY FOODS

9802 6
FLEMING CO/GOODLETTSVILLE
P O BOX 268959

FLEMING FOODS/NASHVILLE
NASHVILLE DIVISION
500 S CARTWRIGHT
GOODLETTSVILLE TN 37072

OKLAHOMA CITY OK 73126

569794 NA 3/19/03 3/25/03 EDI/031903

10308	8/5 WL PLAIN FLR	420 00	420 00	17 220	13 28	5 577 60
10388	8/5 WL S/R FLR	60 00	60 00	2 460	13 28	796 80
10581	2/25 WHITE LILY SELF RISING FL	42 00	42 00	2 100	18 00	756 00
12388	8/5 WL UNBL S/R FLR	300 00	300 00	12 300	13 28	3 984 00
13308	8/5 WL BREAD FLR	60 00	60 00	2 460	13 28	796 80
51300	12/19 GOO GOO SUP BROWNIE	48 00	48 00	744	18 60	892 80
52100	24/6 50 WL CB MX	64 00	64 00	768	9 78	625 92

PICKUP ALLOWANCE 262 55

DISCOUNT AVAILABLE OF 268 61 ON GROSS AMOUNT OF 13429 92 IF PAID BEFORE 4/04/03

PU 2 1/2 NET 11 994 00 994 00 38 052 13 167 37

***** REPRINTED INVOICE *****

1

ASM/FLEMING

137325

095

3/26/03

105475 20

WHITE LILY FOODS

9802 6
FLEMING CO/GOODLETTSVILLE
P O BOX 268959

FLEMING FOODS/NASHVILLE
NASHVILLE DIVISION
500 S CARTWRIGHT
GOODLETTSVILLE TN 37072

OKLAHOMA CITY OK 73126

569795 NA 3/19/03 3/26/03 EDI/031903

10388 8/5 WL S/R FLR 960 00 960 00 39 360 13 28 12 748 80

PICKUP ALLOWANCE 271 58

DISCOUNT AVAILABLE OF 254 98 ON GROSS AMOUNT OF 12748 80 IF PAID BEFORE 4/05/03

PU 2 1/2 10 NET 11 960 00 960 00 39 360 12 477 22

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1

ASM/FLEMING

137350

095

3/27/03

105476 20

WHITE LILY FOODS

9802 6
FLEMING CO/GOODLETTSVILLE
P O BOX 268959

FLEMING FOODS/NASHVILLE
NASHVILLE DIVISION
500 S CARTWRIGHT
GOODLETTSVILLE TN 37072

OKLAHOMA CITY OK 73126

569796 NA 3/19/03 3/27/03 EDI/031903

03388	8/5 LB 3 RIVERS S/R CORNMEAL	60 00	60 00	2 460	13 28	796 80
10388	8/5 WL S/R FLR	900 00	900 00	36 900	13 28	11 952 00

PICKUP ALLOWANCE 271 58

DISCOUNT AVAILABLE OF 254 98 ON GROSS AMOUNT OF 12748 80 IF PAID BEFORE 4/06/03

PU 2 1/2 10 NET 11 960 00 960 00 39 360 12 477 22

***** REPRINTED INVOICE *****

1

ASM/FLEMING

137407

095

3/31/03

105537 20

WHITE LILY FOODS

9802-6
FLEMING CO/GOODLETTSVILLE
P O BOX 268959

FLEMING FOODS/NASHVILLE
NASHVILLE DIVISION
500 S CARTWRIGHT
GOODLETTSVILLE TN 37072

OKLAHOMA CITY OK 73126

583879 NA 3/21/03 3/31/03 EDI/032103

03388	8/5 LB 3 RIVERS S/R CORNMEAL	60 00	60 00	2 460	13 28	796 80
10281	10/2 WL S/R FLR	90 00	90 00	1 800	9 36	842 40
10388	8/5 WL S/R FLR	660 00	660 00	27 060	13 28	8 764 80
10488	4/10 WHITE LILY SELF RISING FL	49 00	49 00	2 009	14 64	717 36
12388	8/5 WL UNBL S/R FLR	60 00	60 00	2 460	13 28	796 80
13308	8/5 WL BREAD FLR	40 00	40 00	1 640	13 28	531 20
42100	24/6 25 WL BMLK BIS MX	16 00	16 00	192	9 78	156 48
46100	24/5 50 WL BMLK PNC MX	32 00	32 00	384	9 78	312 96
48110	24/8 1 WL B/B MFN MX	80 00	80 00	1 120	17 16	1 372 80
50800	24/ WL CHOC CHIP MFN MIX	16 00	16 00	224	17 16	274 56
51200	12/19 TRIP CHOC CHK BROWNIE	24 00	24 00	372	18 60	446 40
57100	COUNTRY GRAVY MIX	40 00	40 00	177	17 28	691 20

PICKUP ALLOWANCE 275 29

DISCOUNT AVAILABLE OF 314 09 ON GROSS AMOUNT OF 15703 76 IF PAID BEFORE 4/10/03

PU 2% 10 NET 11 1167 00 1167 00 39 898 15 428 47

***** REPRINTED INVOICE *****

ASM/FLEMING

095

1

137206

3/20/03

105270 20

WHITE LILY FOODS

8314 6
FLEMING CO/ SOUTHAVEN
FLEMING COMPANIES INC
P O BOX 268959
OKLAHOMA CITY OK 73126

FLEMING/SOUTHAVEN
MEMPHIS DIVISION
2929 STATELINE RD
SOUTHAVEN MS 38671

890123-ME 3/11/03 3/20/03 EDI/031103

10388 8/5 WL S/R FLR 300 00 300 00 12 300 13 76 4 128 00

DISCOUNT AVAILABLE OF 82 56 ON GROSS AMOUNT OF 4128 00 IF PAID BEFORE 3/30/03

VOLL 2% 10 NET 11 300 00 300 00 12 300 4 128 00

THE FACE OF THIS DOCUMENT IS PRINTED IN BLUE AND RED INK

Fleming

Box 26647 Oklahoma City OK 73126

TEXAS COMMERCE
SAN ANGELO, TX

No **23573266** ^{64-88/ 1113}

No

LC
Amount

Date

.03/26/03 \$*****17,853 51*

DO NOT RE-DEPOSIT

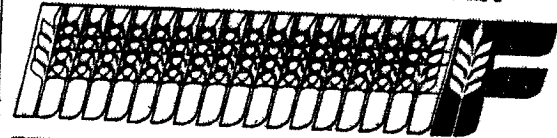
Pay

SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY THREE DOLLARS AND

51/100 **REFER TO DRAWER**

Pay
To
The
Order
Of

C.H. Guenther & Son Inc
**C.H. GUENTHER & SON INC
WHITE LILY FOODS
PO BOX 840441
DALLAS, TX 75284**



Unique Character Facsimile Signature

⑈ 23573266 ⑈ ⑆ 1 1 300880 ⑆ 06300036 160 ⑈

⑈ 000 178535 1 ⑈

White Lily Fleming Deduction Status

Customer	Ded ID	Amount	Date	Co	Type	Reason
083146 - FLEMING/SOUTHHAVEN MS	MEB000067	\$74 00	16-Sep-02	13	Collect	Not valid support provided - Collect Back
095295 - CTP/GENEVA AL	GEC201510	\$332 00	18-Mar-02	13	Collect	Not valid support provided - Collect Back
095295 - CTP/GENEVA AL	GEC212113	\$360 00	8-Nov-02	13	Collect	Deducting for BB all deals were given OI
095295 - CTP/GENEVA AL	GEP971143	\$9 094 34	27-Jan-03	13	Collect	No deals on flour were offered during January 03
098026 - FLEMING/NASHVILLE/GOODLET	NAC213723	\$60 00	4-Nov-02	13	Collect	Late Deal notice - require 84 days - Days prior to deal 194
098026 - FLEMING/NASHVILLE/GOODLET	NAC213735	\$60 00	4-Nov-02	13	Collect	Late Deal notice - require 84 days - Days prior to deal 208
098026 - FLEMING/NASHVILLE/GOODLET	NAC213737	\$72 00	4-Nov-02	13	Collect	Duplicate of NAC0213322
098026 - FLEMING/NASHVILLE/GOODLET	NAC213741B	\$74 88	4-Nov-02	13	Collect	Not valid support provided - Collect Back
098026 - FLEMING/NASHVILLE/GOODLET	NAC211734	\$91 20	16-Oct-02	13	Collect	Order placed prior to first order date
098026 - FLEMING/NASHVILLE/GOODLET	NAC200323	\$92 16	30-Dec-02	13	Collect	Not valid support provided - Collect Back
098026 - FLEMING/NASHVILLE/GOODLET	NAC213710A	\$99 96	4-Nov-02	13	Collect	Items duplicated on their deduction invoice
098026 - FLEMING/NASHVILLE/GOODLET	NAC213721	\$105 60	4-Nov-02	13	Collect	Late Deal notice - require 84 days - Days prior to deal 208
098026 - FLEMING/NASHVILLE/GOODLET	NAC211286	\$115 20	16-Oct-02	13	Collect	Not valid support provided - Collect Back
098026 - FLEMING/NASHVILLE/GOODLET	NAC213733	\$124 80	4-Nov-02	13	Collect	Late Deal notice - require 84 days - Days prior to deal 89
098026 - FLEMING/NASHVILLE/GOODLET	NAC213740	\$216 00	4-Nov-02	13	Collect	Duplicate of NAC0213708
098026 - FLEMING/NASHVILLE/GOODLET	NAC211285	\$230 40	16-Oct-02	13	Collect	Order placed after last order date
098026 - FLEMING/NASHVILLE/GOODLET	NAC211287	\$230 40	16-Oct-02	13	Collect	Order placed after last order date
098026 - FLEMING/NASHVILLE/GOODLET	NAC213720	\$231 84	4-Nov-02	13	Collect	Late Deal notice - require 84 days - Days prior to deal 208
098026 - FLEMING/NASHVILLE/GOODLET	NAC213732	\$249 60	4-Nov-02	13	Collect	Late Deal notice - require 84 days - Days prior to deal 89
098026 - FLEMING/NASHVILLE/GOODLET	NAC211733	\$345 60	16-Oct-02	13	Collect	Order placed prior to first order date
098026 - FLEMING/NASHVILLE/GOODLET	NAC213731	\$345 60	4-Nov-02	13	Collect	Late Deal notice - require 84 days - Days prior to deal 89
098026 - FLEMING/NASHVILLE/GOODLET	NAC213739	\$403 20	4-Nov-02	13	Collect	Duplicate of NAC0213707 and NAC0213709
098026 - FLEMING/NASHVILLE/GOODLET	NAC213730	\$408 00	4-Nov-02	13	Collect	Duplicate of NAC0213728
098026 - FLEMING/NASHVILLE/GOODLET	NAC211732	\$432 00	16-Oct-02	13	Collect	Not valid support provided - Collect Back
098026 - FLEMING/NASHVILLE/GOODLET	NAX899240	\$449 60	19-Jun-02	13	Collect	Comparisons with MDI - Request repay
098026 - FLEMING/NASHVILLE/GOODLET	NAC213729	\$460 00	4-Nov-02	13	Collect	Duplicate of NAC0213726
098026 - FLEMING/NASHVILLE/GOODLET	NAC211229	\$465 60	16-Oct-02	13	Collect	Not valid support provided - Collect Back
						Late Truck - LTL are shipped week of due to Poole trucks - cannot guarantee day of Late trucks deducted by Fleming audit departments have been repaid Audit late trucks have not been repaid Repayments made on check #25782030 2/6/03
098026 - FLEMING/NASHVILLE/GOODLET	NAC200174	\$500 00	30-Dec-02	13	Collect	
098026 - FLEMING/NASHVILLE/GOODLET	NAC214247	\$500 00	25-Nov-02	13	Collect	This deduction is due to less than 97% fill rate - Order was cut at their drivers request - the load was too heavy for his truck - request repay

White Lily Fleming Deduction Status

Customer	Ded ID	Amount	Date	Co	Type	Reason
098026 - FLEMING/NASHVILLE/GOODLET	NAC214248	\$500 00	25-Nov-02	13	Collect	Late Truck - LTL are shipped week of due to Poole trucks - cannot guarantee day of Late trucks deducted by Fleming audit departments have been repaid Audit late trucks have not been repaid Repayments made on check #25782030 2/6/03
098026 - FLEMING/NASHVILLE/GOODLET	NAC213725	\$1,552 32	4-Nov-02	13	Collect	
098026 - FLEMING/NASHVILLE/GOODLET	NAC212679	\$2,640 42	8-Nov-02	13	Collect	Admin fees do not apply as these were not ASAP charges These were customer invoices which checks had been issued to the customer and then Fleming also deducted for customer - checks were voided
098026 - FLEMING/NASHVILLE/GOODLET	NAP922612	\$2,961 20	27-Jan-03	13	Collect	No deals on flour were offered during January 03
098026 - FLEMING/NASHVILLE/GOODLET	NAP922762	\$5,007 20	10-Feb-03	13	Collect	No deals on flour were offered during January 03

\$28,885 12



Thomas A. McRae
Vice President - General Counsel

Sent Via UPS Priority Overnight

September 11, 2003

Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 92045

Re Fleming Foods of Texas, LP
Case No 03-10955

To Whom It May Concern

Enclosed are two (2) copies of a Proof of Claim by The White Lily Foods Company (a subsidiary of C H Guenther & Son, Inc) to be filed in the referenced matter. After filing, I would appreciate your returning one file stamped copy of the Proof of Claim to me in the enclosed, stamped, self-addressed envelope.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Tom A. McRae', written in black ink.

Thomas A. McRae
TAM rye

Enclosures



WHITE WINGS

