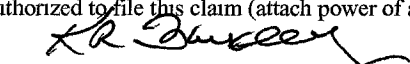


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		<b>PROOF OF ADMINISTRATIVE CLAIM</b>	
In re <b>Fleming Companies, Inc , et al †</b> Debtors	Chapter 11 Case Number Case No 03 10945 (MFW) (Jointly Administered)		
NOTE This form should only be used to make a claim for an administrative expense arising on or after April 1, 2003 through and including October 31 2003 <b>IT SHOULD NOT BE USED FOR CLAIMS ARISING PRIOR TO APRIL 1, 2003</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach a copy of statement given 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 this address differs from the address on the envelope sent to you by the court	
Name of Creditor and Address Cagle's, Inc Attn Accounts Receivable P O Box 4664 Atlanta, Georgia 30302			
Creditor Telephone Number ( 404 ) 355-2820			
CREDITOR TAX ID # 58-0625713	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here If this claim	<input checked="" type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated <u>8/6/03</u>
<b>1 BASIS FOR ADMINISTRATIVE CLAIM</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> Goods sold  <input type="checkbox"/> Services performed  <input type="checkbox"/> Money loaned  <input type="checkbox"/> Contractual or lease obligations             </div> <div style="width: 45%;"> <input type="checkbox"/> Personal injury/wrongful death/property damage  <input type="checkbox"/> Taxes  <input type="checkbox"/> Other (describe briefly)             </div> <div style="width: 45%;"> <input type="checkbox"/> Retiree benefits as defined in 11 USC § 1114(a)  <input type="checkbox"/> Wages, salaries and compensation (Fill out below)                Your social security number _____                Unpaid compensation for services performed from _____ to _____  <div style="text-align: right;">(date) (date)</div> </div> </div>			
<b>2 DATE DEBT WAS INCURRED</b> May 2003		<b>3 IF COURT JUDGMENT, DATE OBTAINED</b> N/A	
<b>4 TOTAL AMOUNT OF ADMINISTRATIVE CLAIM</b>		\$161,441.00 (Total)	
If all or part of your claim is secured also complete Item 5 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			
<b>5 SECURED CLAIM</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of set off) Brief description of collateral _____ <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other _____ Value of collateral \$ _____		<b>7 Offsets, Credits and Setoffs</b> <input type="checkbox"/> All payments made on this claim by the Debtors have been credited and deducted from the amount claimed herein <input checked="" type="checkbox"/> This claim is not subject to any setoff or counterclaim <input type="checkbox"/> This claim is subject to setoff or counter claim as follows _____ _____	
<b>6 Please identify the Debtor against whom your claim is asserted†</b> <u>Fleming Companies, Inc (03-10945)</u>		<b>8 This Administrative Proof of Claim</b> <input type="checkbox"/> is the first filed proof of claim evidencing the claim asserted herein <input checked="" type="checkbox"/> amends/supplements a proof of claim filed on <u>8/6/03</u> or <input type="checkbox"/> replaces/suspends a proof of claim filed on _____	
<b>9 Assignment</b> <input type="checkbox"/> If the claimant has obtained this claim by Assignment a copy is attached hereto		<b>THIS SPACE FOR COURT USE ONLY</b>	
DATE SIGNED  12/18/2003	SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach power of attorney, if any) <div style="text-align: center;">   <b>KR Barkley Senior VP</b> </div>		<div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.2em;">DEC 19 2003</div> <div style="font-size: 2em; font-weight: bold;">BMC</div>

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

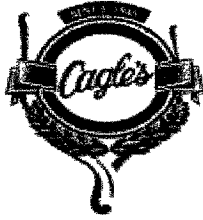
†

Please refer to instructions on reverse side for a complete list of debtors

Fleming Companies Claim

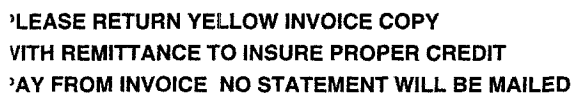


15264



## Outstanding Fleming Invoices

Date	Location	P O #	Invoice #	Amount	Status
5/7/03	Southhaven	56662	987299	\$19,120 00	open
5/13/03	Massillon	659407	988319	\$14,645 96	open
5/13/03	Southhaven	57136	988290	\$8,800 00	open
5/13/03	Tulsa	150571	988289	\$34,100 64	open
5/14/03	Southhaven	56992	988164	\$18,240 00	open
5/14/03	Southhaven	57135	988447	\$8,800 00	open
5/15/03	Southhaven	57139	988641	\$15,062 40	open
5/27/03	Southhaven	57385	991020	\$42,672 00	open
Total				<u>\$161,441 00</u>	



Shipper's No

11- 18482

SHORT FORM

NOT NEGOTIABLE

559

Carrier's No

(Name of Carrier)

(SCAC)

GA 31069

5

8

20

3

From CAGLE'S, INC

Property described below in apparent good order except as noted (contents and condition of contents of packages unknown) marked, consigned and destined 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 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 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 the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classifications in effect on the date hereof if this is a rail or a rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a 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.

Consigned to

Fleming

Destination

SOUTHAVEN

State

MS

County

Delivery Address

(Mail or street address of consignee—For purpose of notification only)

Route

Delivering Carrier

Dowdell Trucking

Car or Vehicle Initials

83814

No

7767

No Packages	HM	Kind of Package Description of Articles Special Marks and Exceptions	WEIGHT (Subject to)	Class or Rate	Check Column	Subject to Section 7 of 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
90		647 BRST Tenders	3600.00			
200		722 BITY KING	8000.00			
100		891 B/S BRST	4000.00			
<div>SHIPPING</div> <div>PO # <u>5662</u></div> <div>Transport @ <u>-10</u></div> <div>Seal # <u>7767</u></div> <div>Verify <u>[Signature]</u></div> <div>UNIT TEMP SETTING = <u>-10</u></div> <div>VERIFIED BY <u>[Signature]</u> PRINT NAME</div> <div>Pallets In <u>10</u> Pallets Out <u>10</u></div>						
						(Signature of Consignor)
						If charges are to be prepaid write or stamp here "To be Prepaid"
						Rec'd \$ _____ to apply in prepayment of the charges on the property described herein
						Agent or Cashier
						Per _____ (The signature here acknowledges only the amount prepaid)
						Charges Advanced

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

*[Signature]*

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

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

CAGLE'S, INC

Shipper, Per

Agent, Per

1

Permanent post office address of shipper 250 GA HWY 247 SPUR - PERRY, GA 31069

Mark with X to designate Hazardous Material  
as defined in Title 49 of the Code of Federal Regulations

MISCELLANEOUS CHARGE

TOTAL CASES	TOTAL WEIGHT	TOTAL CHARGE
1210	4001470	7776.00

760.00



IN EACH CASE OF LOSS OR DAMAGE TO THE PROPERTY UNDER THE CONTRACT, THE CARRIER SHALL BE RESPONSIBLE TO THE SHIPPER TO THE EXTENT OF THE INSURANCE COVERAGE PROVIDED BY THE CARRIER.

P 02

**CAGLE'S INC.**  
George Cagle Drive • Collinsville, AL 35061

DATE 5/9/03  
CARRIER 9 20110  
CARRIER'S NO. 002

**Fleming Food**

Massillon, OH  
PO# 659407

CONSIGNEE  
AND  
DESTINATION

ROUTE

SHIPMENT CLASSIFICATION

CAR OR VEHICLE  
INITIALS & NO

NO. OF PACKAGES	NO.	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WGT. (SUBJECT TO CORR.)	CLASS OR RATE	✓
200	57182	PBF WOGS	56735		
200	57183	Squary WOGS	5490-		
100	57184	Remen Herbs WOGS	28805		
100	23287	8-PC	39901		

Subject to Section 7 of conditions of  
carriage, the carrier shall be liable for  
loss of or damage to the property  
described hereon, whether or not the  
property is insured, and the carrier  
shall not be relieved of liability by  
any insurance or other arrangement  
made by the shipper.

180341

**FLEMING COMP INC**

CASES RECEIVED 100

CASES REFUSED

CASES SHORT

CASES OVER

RECEIVED BY FW

DRIVER

DATE 5-13-03

LESS LOSS

PRODUCTS MUST BE RETURNED AT

NO CLAIM FOR SHORT WEIGHTS OR QUALITY

WILL BE ALLOWED UNLESS SHIPPER'S PLANT

IS NOTIFIED UPON RECEIPT OF PRODUCT

PACKETS IN

TELEPHONE

SEALS

0127350

DRIVER'S SIGNATURE

EMERGENCY RESPONSE PHONE NO

SIGNATURE

TITLE

COD SHIPMENT

COD Amt

Collection Fee

Total Charges

**CAGLE'S INC.**  
George Cagle Drive • Collinsville, AL 35061

Shipper, Pay

Permanent post office address of shipper

Agent must detach and retain this Shipping  
Order and must sign the Original Bill of Lading

2



PAGE

EAGLES, INC.  
GA00432  
ATLANTA, GA 30352-0103

SHIPPING INSTRUCTIONS  
WEEBAR 18582

SHIPPED TO

Fleming Foods  
P O Box 24810  
Oklahoma City, OK 73124-4810

FLEMING FOODS  
2929 STATELINE RD  
Southhaven MS 38671

**PLEASE RETURN YELLOW INVOICE COPY  
WITH REMITTANCE TO INSURE PROPER CREDIT  
PAY FROM INVOICE NO STATEMENT WILL BE MAILED**

11-18582

Carrier's No.

(Name of Carrier)

(SCAC)

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

at PERRY, GA 31069 5/13 2003 From CAGLE'S, INC

the property described below in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined 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 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 carload 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 the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classifications in effect on the date hereof if this is a rail or a rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a 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.

(Mail or street address of consignee—For purposes of notification only)

Destination Southaven State MS County \_\_\_\_\_ Delivery Address ★

★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof

Route

Delivering Carrier Weebar Car or Vehicle Initials 1280 No 0007058

No Packages	HM	Kind of Package Description of Articles Special Marks and Exceptions	WEIGHT (Subject to)	Class or Rate	Check Column
60		#647 - Tenders	2,400 00		
300		# 722 - Party Wings	12,000 00		
60		# 891 - Breast	2,400 00		
420		TOTAL	16,800.00		
Recd \$ _____ 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 Acknowledged _____					

Subject to Section 7 of 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

Pallets In 23      Pallets Out 11

UNIT TEMP SETTING = -10  
 VERIFIED BY: Jerry  
 PRINT NAME

5/14/03  
 R.D.# 56992  
 TRANSPORT @ -10  
 SEAL # 000 7058  
 VERIFY Jerry  
 420c Rec

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

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

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

**CAGLE'S, INC**

Shipper, Per Van Breda

Agent, Per

Permanent post office address of shipper 250 GA HWY 247 SPUR - PERRY, GA 31069

Mark with X to designate Hazardous Material  
as defined in Title 49 of the Code of Federal Regulations

TOTAL	<del>300</del>	12.000.00
-------	----------------	-----------

299 TOTAL  
RECEIVED

PREPARED BY

PALLETS IN 23 PALLETS OUT 8

TRUCK DRIVERS SIGNATURE

HACCP CCP'S VERIFIED *Yes* *OK*

Form # 11 1027





CAGLES, INC.  
GA00432  
ATLANTA, GA 30353-0103

INVOICE  
NUMBER 986290

SHIPPING INSTRUCTIONS  
BOL#9-26242

SHIPPED TO

Fleming Foods  
P. O. Box 24810  
Oklahoma City, Ok 73124-4810

TLEMINO FOODS  
 2929 STATELINE PI  
 Southhaven MS 38671

**EASE RETURN YELLOW INVOICE COPY  
WITH REMITTANCE TO INSURE PROPER CREDIT  
PAY FROM INVOICE NO STATEMENT WILL BE MAILED**

The property described below in agreement with the carrier, except as noted (contents and condition of containers of packages unknown) marked, consigned and destined as indicated herein, which may be used for any purpose, is hereby agreed to be shipped by the carrier, at the option of the shipper, under the terms and conditions of the contract of carriage, and as to each party at any time hereafter in all or any of said property, that every condition to be performed hereunder shall be subject to all the terms and conditions of the Uniform Commercial Code and of the Uniform Freight Classification and of the Uniform Rules of the International Brotherhood of Teamsters, Inc. Freight Classification in effect on the date hereof. If this is a full or a non-regular shipment, or if it is in the applicable motor carrier classification or tariff, it is a full or a non-regular shipment, and the 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, and that the classification or tariff which governs the transportation of this shipment, and the conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

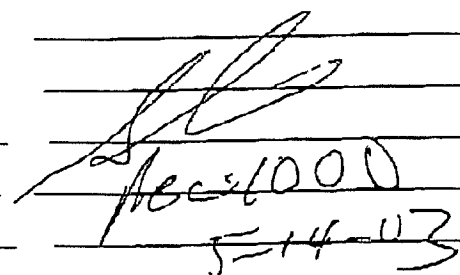
From **CAGLE'S INC**  
George Cagle Drive • Collinsville, AL 35061

CLASSIFICATION  
AND  
DESTINATION

Fleming  
2929 Stateline Rd  
Southaven, MS

PO# 57136

DATE <b>5/14/03</b>	SHIPPER'S NO. <b>9 26242</b>
CARRIER	CARRIER'S NO.
BY <b>James Cagle</b>	DESTINING CARRIER <b>General</b>
ROUTE	CAR OR VEHICLE INITIALS & NO. <b>118</b>

NO. PACKAGE	Y PKG	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTS	QTY #	WEIGHT (SUBJECT TO CARR)	LEADS OR NOT	✓	Remarks to Receiver of property applicable bill of lading. If the property is to be delivered to the receiver, it is or a decision on the receiver. They owner shall sign the following notice: "The carrier shall not receive any of the property unless it is properly labeled and all other bills of lading are properly filed."
1000		15380 Leg Qtrs		40,000			
							
LOAD LOCKS <b>1</b> PRODUCTS MUST BE MAINTAINED AT <b>100°</b> NO CLAIM FOR SHORT WEIGHTS OR QUALITY WILL BE ALLOWED UNLESS SHIPPING PLANT IS NOTIFIED UPON RECEIPT OF PRODUCT PALLETS IN <b>32</b> PALLETS OUT <b>25</b> PALLETS RETURNED TO DRIVER TELEPHONE: 256-324-2147 SEAL# <b>0127398</b>							
PLACARDS SUPPLIED <input type="checkbox"/> YES <input type="checkbox"/> NO			DRIVER'S SIGNATURE		EMERGENCY RESPONSE PHONE NO.		

SHIPPER'S CERTIFICATION: This is to certify that the above-described materials are  
classified, packaged, marked and labeled and are in proper condition for  
transportation according to all applicable regulations of the Department of Transport.

If the shipment is made between two parties by a carrier, the law requires that the bill of lading shall state whether it is "surface" or "through" bill of lading.  
When the rate is dependent on value, the shipper is required to state specifically in writing the amount of declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

THIS SHIPMENT IS CORRECTLY DESCRIBED

If the above bills of lading contain to the specifications  
set forth in the box makes maritime liability and all other  
and enters of the Consolidated Freight Classification

CORRECT WEIGHT IS \_\_\_\_\_ LBS

SHIPPER

**CAGLE'S INC**  
George Cagle Drive • Collinsville, AL 35061

Shipper, Per

Agent Per

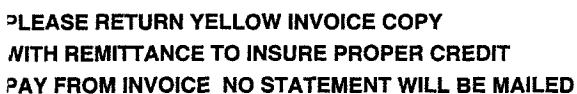
Permanent post office address of shipper

COD SHIPMENT

COD Amt

Collection Fee

Total Charges



## STRAIGHT BILL OF LADING—SHORT FORM

ORIGINAL—NOT NEGOTIABLE

11-18646

Carrier's No

(Name of Carrier)

(SCAC)

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

at **PERRY, GA 31069** **5/14 20 03** From **CAGLE'S, INC**

the property described below in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined 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 at said destination if on its route otherwise to deliver to and her carrier or 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 the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1 in Official Southern Western and Illinois Freight Classifications in effect on the date hereof if this is a rail or a rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a 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

Consigned to **Fleming**Destination **Southaven** State **MS** County **\_\_\_\_\_** Delivery Address **★** **\_\_\_\_\_**

\* To be filled in only when shipper desires and governing tariffs provide for delivery thereat

Route **\_\_\_\_\_**Delivering Carrier **WEEBAR** Car or Vehicle Initials **88** No **7865**

No Packages	HM	Kind of Package Description of Articles Special Marks and Exceptions	*WEIGHT (Subject to)	Class or Rate	Check Column	Subject to Section 7 of 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
1000		53410 Leg Qtrs	40000			The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
<div style="position: relative;"> <div style="position: absolute; top: 0; left: 0; transform: rotate(-45deg); font-weight: bold;">5/14/03</div> <div style="position: absolute; top: 0; right: 0; font-weight: bold;">SHIPPING</div> <div style="position: absolute; top: 10px; left: 10px;">PO # <u>57135</u></div> <div style="position: absolute; top: 15px; left: 10px;">Transport @ <u>100</u></div> <div style="position: absolute; top: 20px; left: 10px;">Seal # <u>7865</u></div> <div style="position: absolute; top: 25px; left: 10px;">Verify <u>84</u></div> <div style="position: absolute; bottom: 0; left: 0; transform: rotate(-45deg); font-weight: bold;">100 Dec Fee</div> </div>						(Signature of Consignor)
						If charges are to be prepaid write or stamp here "To be Prepaid"
						Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon
						Agent or Cashier
<div style="position: relative;"> <div style="position: absolute; top: 0; left: 0; transform: rotate(-45deg); font-weight: bold;">5/14/03</div> <div style="position: absolute; top: 0; right: 0; font-weight: bold;">SHIPPING</div> <div style="position: absolute; top: 10px; left: 10px;">PO # <u>57135</u></div> <div style="position: absolute; top: 15px; left: 10px;">Transport @ <u>100</u></div> <div style="position: absolute; top: 20px; left: 10px;">Seal # <u>7865</u></div> <div style="position: absolute; top: 25px; left: 10px;">Verify <u>84</u></div> <div style="position: absolute; bottom: 0; left: 0; transform: rotate(-45deg); font-weight: bold;">100 Dec Fee</div> </div>						Per _____ (The signature here acknowledges only the amount prepaid)
1000		Pallets In <u>23</u> Pallets Out <u>24</u>	40,000			Charges Advanced

If the shipment moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is carrier's or shipper's weight  
NOTE—Where the rate is dependant 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 maker's certificate thereon and all other requirements of the Consolidated Freight Classification

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

**CAGLE'S, INC**Shipper, Per **72074**Agent, Per **1**Permanent post office address of shipper **250 GA HWY 247 SPUR - PERRY, GA 31069**

Mark with X to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations

TOTAL

\$900.00

Phone #	Fax #
601 632-0126	601-632 0129

2000 HILLS AVENUE  
ATLANTA GEORGIA 30318  
(404) 355 2820 FAX 404-355 9326

REMIT  
TO

CAGLES, INC  
GA00432  
ATLANTA, GA 30353-0103

**INVOICE  
NUMBER**

788641

SHIPPING INSTRUCTIONS  
WEEBAR 18635

BILL TO

SHIPPED TO

Fleming Foods  
P. O. Box 24810  
Oklahoma City, OK 73124-4810

FLEMING FOODS  
2929 STATELINE RD  
Southhaven MS 38671

[illegible]

**PLEASE RETURN YELLOW INVOICE COPY  
WITH REMITTANCE TO INSURE PROPER CREDIT  
PAY FROM INVOICE NO STATEMENT WILL BE MAILED**

**STANDARD**  
LOGISTICS PERSONNEL  
DEDICATED

ORIGINAL—NOT NEGOTIABLE

11-18635

(Name of Carrier)

(SCAC)

Carrier's No

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

at **PERRY, GA 31069** **5/14 2003** From **CAGLE'S, INC**

the property described below in apparent good order except as noted (contents and condition of contents of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract to mean any person or corporation in possession or the property under the contract) agrees 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 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 the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern Western and Illinois Freight Classifications in effect on the date hereof if this is a rail or a water shipment or (2) in the applicable motor carrier classification or tariff if this is a 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.

Consigned to **Fleming**Destination **Southaven** State **MS** County **\_\_\_\_\_** Delivery Address **★**

★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat

Route **\_\_\_\_\_**Delivering Carrier **Weebar** Car or Vehicle Initials **T 136** No **000 7045**

No Packages	HM	Kind of Package Description of Articles Special Marks and Exceptions	WEIGHT (Subject to)	Class or Rate	Check Column	Subject to Section 7 of 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
300		722 - Party Wings	12,000.00			The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
<del>568</del>		53410 - 4/10 Leg Quarters	<del>22,720.00</del> 19920			
<del>868</del>		<b>← TOTAL →</b>	<b>34,720.00</b>			(Signature of Consignor)
<del>798</del>			31920			If charges are to be prepaid write or stamp here "To be Prepaid"
UNIT TEMP SETTING = <b>-10</b>						
VERIFIED BY <b>[Signature]</b>						
PRINT NAME <b>SHIPPING</b>						
PO # <b>57139</b>						
Transport @ <b>-10</b>						
Seal # <b>000 7045</b>						
Verify <b>[Signature]</b>						
Pallets In <b>24</b> Pallets Out <b>22 21</b>						

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

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

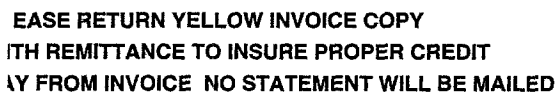
**CAGLE'S, INC**Shipper, Per **[Signature]** Agent, Per **1**Permanent post office address of shipper **250 GA HWY 247 SPUR - PERRY, GA 31069**

Mark with X to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations

I thank you for your business

**Total****\$650.00**

Phone #	Fax #
601-632-0126	601-632 0129



RECEIVED subject to the classification and tariff filed in effect on the date of issue of this 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 delivered 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 at said destination if on its route otherwise to deliver to another carrier on the route to said destination if it mutually agrees so in each corner 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 the 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 classification or tariff if this is a 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 and that he agrees to 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.

From **CAGLE'S INC** 2233-188406  
 At **George Cagle Drive • Collinsville, AL 35981**  
 DATE **5-13-03** SHIPPER'S NO. **9 26263**  
 CARRIER **171** CARRIER'S NO.

CONSIGNEE AND DESTINATION **Fleming  
 420 S. 145th East Ave  
 Tulsa, OK 74180**  
 PO# **150571**  
 BY **Henderson**  
 ROUTE  
 CAR OR VEHICLE INITIALS & NO. **20112**

NO. OF PACKAGES	AM	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	EST. #	WEIGHT (SUBJECT TO CORR.)	CLASS OR RATE	✓
1008		23288 MRB Chicken 12HA.		38,901.6		
<b>FLEMINGS COMPANIES, INC TULSA - PSC</b>						
CASES RECEIVED <u>1008</u> CASES REFUSED _____ CASES SHORT _____ CASES OVER _____ A PROVED BY <u>[Signature]</u> DATE <u>05-13-03</u> CHECK RECEIVED _____ CHECK REFUSED _____ PALLETS IN _____ PALLETS OUT _____ LOAD LOCKS _____ PRODUCTS MUST BE MAINTAINED AT <u>F-10°</u> NO CLAIM FOR SHORT WEIGHTS OR QUALITY WILL BE ALLOWED UNLESS SHIPPING PLANT IS NOTIFIED UPON RECEIPT OF PRODUCT PALLETS IN <u>24</u> PALLETS OUT <u>24</u> PALLETS RETURNED TO DRIVER TELEPHONE 256-524-2147 SEAL# <u>0127401</u>						
PLACARDS SUPPLIED <input type="checkbox"/> YES <input type="checkbox"/> NO			DRIVER'S SIGNATURE		EMERGENCY RESPONSE PHONE NO.	

SHIPPER'S CERTIFICATION This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

If the shipment moves between two ports 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. Shipper's Imprints in lieu of stamp, not a part of Bill of Lading approved by the Interstate Commerce Commission. 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 \_\_\_\_\_

THIS SHIPMENT IS CORRECTLY RECD. ☐ YES ☐ NO  
 CORRECT WEIGHT IS \_\_\_\_\_  
 used for this shipment conform to the regulations box makers certificate in effect and all other Consolidated Freight Classification

**CAGLE'S INC**  
 George Cagle Drv Collsville, AL 35981  
 Permanent post office address of shipper  
 Shipper Per [Signature] Agent Per \_\_\_\_\_  
 C O D SHIPMENT  
 C O D Amt \_\_\_\_\_  
 Collection Fee \_\_\_\_\_  
 Total Charges \_\_\_\_\_



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

**In re: Fleming Companies, Inc et al  
Case No 03-10945-(MFW)-11**

**DOCUMENTS APPENDED TO CLAIM**

On October 25, 2005, document(s) were appended to Claim Number **15264** for the following reason(s)

- ☒ Stipulation
- ☐ Proof of Payment
- ☐ Change of Address Request dated
- ☒ Withdrawal Notice
- ☒ Other Docket Number 11985 EOD 10/25/05

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

In re

Chapter 11

FLEMING COMPANIES, INC , et al.,<sup>1</sup>

Case No 03-10945 (MFW)

Debtors

(Jointly Administered)

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PCT,

Plaintiff,

v

Adv Pro No 05-76796 (PBL)

CAGLES, INC ,

Defendant.

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**STIPULATION BY AND BETWEEN PCT AND CAGLES, INC. RESOLVING. (I)  
ADMINISTRATIVE CLAIM OF CAGLES, INC. [CLAIM NO. 15264]; (II) PCT'S  
THIRTY-FIFTH OMNIBUS OBJECTION TO CLAIMS (SUBSTANTIVE) SOLELY  
TO THE EXTENT IT RELATES TO ADMINISTRATIVE CLAIM  
OF CAGLES, INC.; AND (III) OVERPAYMENTS  
AND DEDUCTIONS CLAIMS IN ADVERSARY PROCEEDING**

Plaintiff PCT ("PCT") together with Cagles, Inc ("Cagles") hereby stipulate (the  
"Stipulation") as follows regarding (i) the Administrative Claim of Cagles (Claim No 15264)  
(the "Administrative Claim"), (ii) PCT's Thirty-Fifth Omnibus Objection To Claims  
(Substantive) (DI 11334) (the "Claims Objection"), solely to the extent the Claims Objection  
relates to Cagles' Administrative Claim, and (iii) the overpayments and deductions claims

---

<sup>1</sup> The former Debtors whose cases are still open are Core-Mark International, Inc , Fleming  
Companies, Inc , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-  
Mark Mid-Continent, Inc , General Acceptance Corporation, Head Distributing Company; Marquise Ventures  
Company, Inc , and Minter-Weisman Co

asserted in the above-captioned adversary proceeding (the “Adversary Proceeding”), and further stipulate as follows

WHEREAS, on April 1, 2003, the above-captioned, post-confirmation debtors (the “Debtors”) filed voluntary petitions for relief under Chapter 11 of title 11 of the United States Code (as amended, the “Bankruptcy Code”),

WHEREAS, on July 27, 2004, this Court entered an Order confirming the Debtors’ and Official Committee of Unsecured Creditors’ Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the “Plan”),

WHEREAS, pursuant to the Plan and the Post-Confirmation Trust Agreement dated August 19, 2004 and executed in connection with the Plan, the PCT was created and empowered with the authority to, among other things, prosecute claims of the Debtors as well as object to and resolve claims filed by creditors of the Debtors against the Debtors’ estates,

WHEREAS, subsequent to the Petition Date, Cagles filed a request for allowance and payment of an administrative expense claim (Claim No 15264) (the “Administrative Claim”) against the Debtors’ estates, pursuant to which Administrative Claim Cagles sought allowance and payment of \$161,441 00 as an administrative expense,

WHEREAS, on June 30, 2005, PCT filed the Claims Objection, pursuant to which PCT sought to disallow and expunge Cagles’ Administrative Claim, and as such identified Cagles’ Administrative Claim on Exhibit “A” to the Claims Objection,

WHEREAS, on March 22, 2005, PCT filed the Complaint (A.D I 1) (the “Complaint”) against Cagles, pursuant to which PCT sought (i) to avoid and recover \$263,139 24 in allegedly preferential transfers (the “Preference Claim”), (ii) to recover

\$8,670 00 in post-petition deductions allegedly owed by Cagles to Debtors (the “Deductions Claim”), and (iii) to recover \$237,003 60 in overpayments allegedly owed by Cagles to Debtors (the “Overpayments Claim”), and

WHEREAS, subsequent to the filing of the Claims Objection and the commencement of the Adversary Proceeding, respective counsel for Cagles and PCT entered into negotiations with respect to the Administrative Claim, the Claims Objection, the Deductions Claim and the Overpayments Claim

NOW, THEREFORE, in consideration of the foregoing, plus additional valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PCT and Cagles hereby stipulate as follows

1 Cagles’ Administrative Claim shall be reduced and allowed as an Allowed Administrative Claim pursuant to the Plan in the amount of \$81,037 40, which shall be paid by the Debtors within 30 days of execution of this Stipulation

2 The Claims Objection shall be withdrawn solely to the extent it objects to Cagles’ Administrative Claim This Stipulation shall not affect the Claims Objection as it relates to the claims of parties other than Cagles

3 The Overpayments Claim and the Deductions Claim components of the Complaint in the Adversary Proceeding are hereby resolved, and PCT shall not seek to obtain any recovery in the Adversary Proceeding on account of the Overpayments Claim or the Deductions Claim

4 The Preference Claim component of the Complaint in the Adversary Proceeding is not resolved by this Stipulation, and nothing in this Stipulation shall affect the

Preference Claim in any respect PCT and Cagles specifically reserve all of their respective rights with respect to the Preference Claim.

Dated 10/21/05, 2005



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- and -

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Attorneys for Defendant Cagles, Inc

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

**In re: Fleming Companies, Inc et al  
Case No 03-10945-(MFW)-11**

**DOCUMENTS APPENDED TO CLAIM**

On November 9, 2005, document(s) were appended to Claim Number **15264** for the following reason(s)

- ☐ Stipulation and Agreement
- ☒ Proof of Payment
- ☐ Change of Address Request dated
- ☐ Notice of Withdrawal of Claim
- ☐ Other Docket Number ###

POC # 15264

**Fleming Companies, Inc - Estate****34874**

REFERENCE NO / DESCRIPTION		INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
Account Payables - CAP					81,037 40
CHECK DATE	CHECK NUMBER	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
11/4/05	34874	CAGLE'S INC			\$81,037 40

THE BACKGROUND OF THIS DOCUMENT IS PRINTED IN COLORED INK

**Fleming Companies, Inc - Estate**

Phone: 405-841-5789  
 5781 North Shartel  
 Oklahoma City, OK 73118

JPMorgan Chase Bank  
 New York, Controlled Disbursements

**34874**

CHECK NUMBER	DATE	AMOUNT
34874	Nov 4, 2005	\$81,037 40

Eighty One Thousand Thirty Seven and 40/100 Dollars

Name

CAGLE'S INC  
 ATTN ACCOUNTS RECEIVABLE  
 PO BOX 4664  
 ATLANTA, GA 30302

Authorized Signature

"0034874" "021000021" "904047075"