IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
Fleming Companies, Inc., et al.,	)	Case No. 03-10945 (MFW)
	)	(Jointly Administered)
Debtors.	)	

THE PRODUCE EXCHANGE, INC.'S DECLARATION IN SUPPORT OF CLAIMS UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 7 U.S.C. § 499a, et seq.

I, Donald G. Held, declare under penalty of perjury as follows:

1. I am and at all times herein mentioned was the Chief Executive Officer of The Produce Exchange, Inc., a California corporation ("TPE"). I make this declaration in support of TPE's trust claim in this matter under the Perishable Agricultural Commodities Act ("PACA"). The facts set forth herein are within my personal knowledge and if called as a witness in this matter I could and would testify to the truth thereof.

2. TPE is a dealer in perishable agricultural commodities with a principal place of business located at Livermore, California.

3. The debtor was and is now a dealer under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. § 499a, et seq.

4. During the period of June 11, 2001, through April 1, 2003, TPE sold in interstate commerce to the debtor, various wholesale lots of perishable agricultural commodities worth $1,784,106.56, after all credits and payments, before reconciliation. Attached hereto as Exhibit "A" is a copy of a statement of the account. Due to the number of open invoices on the account,

only specimen copies of invoices are attached as Exhibit "B". These invoices are representative of the other invoices identified on Exhibit "A".

5. The payment terms for these transactions were that debtor was to remit payment to TPE within twenty-one (21) days. This was later reduced to fourteen (14) days, and then to seven (7) days. Our payment terms were agreed to in advance, were repeatedly set forth on our written invoices, and were the subject of the letter agreements attached as Exhibit "C". TPE gave written notice of its intent to claim and preserve trust benefits as provided for in 7 U.S.C. § 499e(c)(4), on the face of its invoices.

6. Fleming was obligated to hold in trust all funds received from the sale of these commodities, for payment to TPE.

7. After all credits and reconciliation with representatives of the debtors, the principal sum remaining due is $352,672.68.

8. On or about June 13, 2003, TPE received an early payment letter from the debtor. The letter is attached as Exhibit "D". The letter indicates that as to $388,481.85 of TPE's claim of $1,784,106.56, additional information is required to reconcile the $388,481.85. The debtor advised that invoices and proofs of delivery should be submitted for those items. The invoices and proofs of delivery have been submitted to the debtor. They are voluminous and sample copies are attached as Exhibit "F".

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 23rd day of June, 2003, at Stockton, California.

DONALD G. HELD

Exhibit "A"

to

The Produce Exchange, Inc.'s

Declaration

THE PRODUC EXCHANGE
REVISED - LISTING OF OPEN INVOICES DUE FROM FLEMING FOODS
This list has been revised to reflect receipt of payments in the amount of $633,601.49

Inv Date	TPE Inv. #	PO#	TPE Load#	Balance
6/11/2001	100926	5721 1/5		$ 500.00
6/11/2001	100911	5721 1/5		$ 500.00
6/11/2001	100907	5721 1/5		$ 500.00
6/11/2001	100904	5721 1/5		$ 500.00
3/29/2003	671483	99226	305468	$ 90.00
3/15/2003	668776	425300	304834	$ 1,092.00
2/18/2003	663107	436595	302937	$ 424.05
2/28/2003	665448	436633	303740	$ 6,600.00
3/11/2003	667498	436671	304233	$ 792.50
3/8/2003	667148	701647	304019	$ 22.50
3/8/2003	667149	701647	304019	$ 2,450.20
3/12/2003	667800	701692	304247	$ 3,275.40
3/14/2003	668547	701757	304523	$ 15.00
3/14/2003	668548	701757	304523	$ 1,443.50
3/18/2003	668980	701799	304718	$ 37.50
3/18/2003	668981	701799	304718	$ 3,955.40
3/20/2003	669560	701840	304953	$ 30.00
3/20/2003	669561	701840	304953	$ 3,484.15
3/25/2003	670338	701907	305176	$ 2,416.30
3/8/2003	667162	703159	304021	$ 45.00
3/8/2003	667163	703159	304021	$ 3,467.70
3/12/2003	667808	703187	304305	$ 15.00
3/12/2003	667809	703187	304305	$ 1,814.45
3/14/2003	668555	703241	304526	$ 15.00
3/14/2003	668556	703241	304526	$ 2,002.45
3/18/2003	669006	703271	304785	$ 23.50
3/18/2003	669007	703271	304785	$ 1,268.00
3/21/2003	669795	703302	304955	$ 30.00
3/21/2003	669796	703302	304955	$ 4,329.75
3/25/2003	670360	709314	305248	$ 3,311.45
3/28/2003	671168	709357	305415	$ 1,025.65
4/1/2003	671805	709400	305715	$ 22.50
4/1/2003	671806	709400	305715	$ 2,685.70
3/28/2003	671160	709587	305417	$ 2,530.40
4/1/2003	671791	709631	305644	$ 1,083.75
4/1/2003	671792	709661	305644	$ 22.50
4/1/2003	671793	709661	305644	$ 1,035.25
3/8/2003	667140	990156	304126	$ 197.75
3/8/2003	667141	990156	304126	$ 8,193.65
11/1/2002	641598	990180	214611	$ 1,575.00
3/8/2003	667142	990197	304294	$ 271.25
3/11/2003	667494	990203	304233	$ 347.00
3/11/2003	667495	990203	304233	$ 6,736.40
3/8/2003	667143	990212	304126	$ 64.25
1/28/2003	658602	990228	301399	$ 105.00
3/11/2003	667497	990322	304233	$ 157.00
3/12/2003	667789	990334	304408	$ 237.00
3/12/2003	667790	990334	304408	$ 2,139.45
3/11/2003	667496	990343	304415	$ 892.50

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Inv Date	TPE Inv. #	PO#	TPE Load#		Balance
3/12/2003	667791	990363	304453	$	202.15
3/12/2003	667792	990379	304408	$	1,758.40
3/12/2003	667793	990458	304408	$	3,509.05
2/19/2003	663390	990471	302732	$	3,134.80
3/15/2003	668766	990476	304524	$	99.25
3/15/2003	668767	990476	304524	$	7,450.00
2/19/2003	663391	990498	302732	$	1,963.15
3/11/2003	667685	990501	304565	$	372.35
3/11/2003	667686	990506	304565	$	505.50
3/14/2003	668543	990513	304641	$	3,770.00
3/14/2003	668544	990513	304641	$	5,595.40
3/15/2003	668775	990553	304524	$	1,127.70
3/15/2003	668769	990556	304862	$	1,347.50
3/15/2003	668770	990556	304862	$	99.25
3/15/2003	668771	990556	304862	$	4,844.30
2/26/2003	664882	990594	303470	$	1,302.80
3/15/2003	668772	990613	304774	$	2,479.00
3/15/2003	668773	990613	304774	$	983.95
3/15/2003	668774	990639	304808	$	143.50
3/11/2003	667503	990687	304229	$	1,561.50
3/11/2003	667504	990687	304229	$	4,805.80
3/12/2003	667794	990700	304288	$	4,667.60
3/19/2003	669349	990701	305055	$	747.50
3/19/2003	669350	990701	305055	$	3,172.45
3/19/2003	669351	990701	305055	$	1,119.65
3/11/2003	667505	990734	304229	$	330.00
3/12/2003	667795	990737	304288	$	70.20
3/12/2003	667796	990744	304288	$	1,820.80
3/12/2003	667797	990747	304288	$	3,303.00
3/12/2003	667798	990747	304288	$	4,864.40
3/18/2003	668973	990754	304701	$	145.80
3/18/2003	668974	990754	304701	$	4,032.80
3/18/2003	668975	990755	304716	$	4,433.00
3/19/2003	669352	990781	305055	$	520.80
3/20/2003	669557	990785	305036	$	119.25
3/20/2003	669558	990785	305036	$	2,205.35
3/18/2003	668976	990795	304701	$	2,592.50
3/18/2003	668977	990795	304701	$	1,040.85
3/18/2003	668978	990799	304716	$	2,402.95
3/18/2003	668979	990799	304716	$	4,695.30
3/20/2003	669559	990854	305036	$	1,736.00
3/22/2003	670036	990856	305180	$	2,383.40
3/26/2003	670701	990873	305213	$	2,384.95
3/25/2003	670337	990900	305212	$	935.00
3/21/2003	669782	990901	305167	$	2,262.00
3/22/2003	670037	990902	305181	$	1,508.00
3/25/2003	670329	990938	305296	$	4,462.60
4/1/2003	671787	990938	305721	$	1,003.50
4/1/2003	671788	990938	305721	$	3,099.50

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4/1/2003	671789	990938	305721	$	8.85
4/1/2003	671790	990948	305721	$	510.85
3/25/2003	670565	990978	305345	$	228.50
3/25/2003	670566	990978	305345	$	1,647.90
3/22/2003	670038	991000	305180	$	13,048.80
3/25/2003	670571	991019	305345	$	2,068.50
3/25/2003	670570	991020	305345	$	945.60
3/26/2003	670699	991024	305423	$	1,041.00
3/26/2003	670700	991024	305423	$	2,724.00
3/25/2003	670568	991052	305508	$	1,348.00
3/25/2003	670569	991052	305508	$	11,662.35
3/27/2003	671005	991057	305442	$	4,414.20
3/25/2003	670330	991070	305499	$	143.50
3/28/2003	671159	991148	305587	$	8,024.75
3/31/2003	671723	991180	305671	$	53.70
3/31/2003	671724	991180	305671	$	80.55
3/31/2003	671725	991180	305671	$	5,444.65
3/31/2003	671726	991180	305671	$	128.50
4/1/2003	671786	991224	305740	$	829.40
3/29/2003	671482	991247	305819	$	1,507.30
4/1/2003	671985	991250	305898	$	239.60
4/1/2003	671986	991250	305898	$	5,519.75
4/1/2003	671987	991304	305800	$	7,560.00
3/31/2003	671727	991326	305671	$	1,658.80
4/1/2003	671988	991369	305898	$	1,576.00
4/2/2003	672124	991409	305908	$	277.00
4/2/2003	672125	991409	305908	$	222.75
4/1/2003	671989	991410	305898	$	6,396.40
4/1/2003	671990	991410	305898	$	891.00
4/2/2003	672126	991433	305995	$	4,527.60
2/19/2003	663395	991448	302792	$	1,288.00
2/19/2003	663396	991448	302792	$	8,402.75
2/19/2003	663397	991495	302961	$	2,853.15
2/19/2003	663398	991509	302792	$	2,472.35
2/28/2003	665454	991667	303466	$	494.00
2/28/2003	665455	991667	303466	$	6,361.90
3/1/2003	665670	991712	303622	$	187.20
3/1/2003	665671	991712	303622	$	1,000.35
3/4/2003	665996	991773	303519	$	162.75
3/4/2003	665997	991773	303519	$	315.50
3/8/2003	667158	991818	304117	$	459.75
3/8/2003	667159	991818	304117	$	2,607.80
3/8/2003	667156	991832	304117	$	39.25
3/8/2003	667157	991832	304117	$	6,293.35
3/11/2003	667516	991854	304231	$	1,381.50
3/11/2003	667517	991854	304231	$	5,178.50
3/11/2003	667518	991904	304231	$	4,547.55
3/11/2003	667519	991906	304231	$	5,448.00
3/12/2003	667802	991929	304401	$	1,244.80

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3/12/2003	667803	991940	304401	$ 805.05
3/12/2003	667804	991940	304401	$ 2,740.00
3/12/2003	667805	991946	304401	$ 4,994.00
3/12/2003	667806	991965	304401	$ 23.40
3/12/2003	667807	991965	304401	$ 2,087.40
3/15/2003	668777	991966	304562	$ 564.00
3/15/2003	668778	991966	304562	$ 5,202.90
3/15/2003	668779	991978	304562	$ 3,768.90
3/18/2003	668992	992002	304707	$ 68.50
3/18/2003	668993	992002	304707	$ 6,958.70
3/18/2003	668996	992010	304707	$ 237.75
3/18/2003	668997	992010	304707	$ 5,739.90
3/18/2003	668998	992036	304707	$ 8,258.00
3/18/2003	668999	992037	304906	$ 5,654.00
3/18/2003	668994	992079	304906	$ 376.25
3/18/2003	668995	992079	304906	$ 7,303.20
3/21/2003	669792	992108	304951	$ 297.00
3/21/2003	669793	992108	304951	$ 4,135.10
3/21/2003	669791	992124	304951	$ 1,401.25
3/25/2003	670352	992146	305173	$ 117.75
3/25/2003	670353	992146	305173	$ 2,512.55
3/25/2003	670354	992171	305173	$ 529.75
3/25/2003	670355	992171	305173	$ 3,544.30
3/21/2003	669794	992185	304951	$ 287.00
3/26/2003	670702	992205	305346	$ 39.25
3/26/2003	670703	992205	305346	$ 3,536.55
3/26/2003	670704	992220	305342	$ 349.20
3/26/2003	670705	992220	305342	$ 11,210.10
3/25/2003	670356	992235	305173	$ 1,106.75
3/26/2003	670706	992243	305342	$ 583.80
3/28/2003	671166	992246	305469	$ 1,810.40
3/28/2003	671167	992286	305469	$ 849.50
3/29/2003	671485	992289	305624	$ 3,407.45
3/29/2003	671487	992337	305624	$ 2,415.00
3/29/2003	671488	992337	305624	$ 1,147.35
4/2/2003	672134	992351	305838	$ 47.10
4/2/2003	672135	992351	305838	$ 4,622.35
4/2/2003	672132	992366	305742	$ 822.00
4/2/2003	672133	992366	305742	$ 9,205.95
4/2/2003	672136	992384	305742	$ 63.75
3/8/2003	667151	993222	303952	$ 2,469.60
3/8/2003	667152	993243	303952	$ 60.00
3/8/2003	667153	993243	303952	$ 3,682.90
3/11/2003	667508	993254	304103	$ 3,045.05
3/11/2003	667510	993275	304103	$ 1,606.50
3/11/2003	667511	993275	304103	$ 5,867.25
3/14/2003	668551	993276	304464	$ 82.50
3/14/2003	668552	993276	304464	$ 10,633.90
3/11/2003	667509	993312	304103	$ 1,108.00

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Inv Date	TPE Inv. #	PO#	TPE Load#		Balance
3/18/2003	668985	993346	304702	$	5,387.65
3/21/2003	669788	993364	304703	$	2,845.45
3/18/2003	668986	993372	304702	$	6,074.50
3/21/2003	669789	993422	304703	$	486.75
3/25/2003	670345	993460	305257	$	3,422.40
3/25/2003	670344	993466	305257	$	4,079.15
3/25/2003	670346	993488	305257	$	2,173.05
3/28/2003	671163	993489	305335	$	935.00
3/28/2003	671164	993489	305335	$	6,220.70
3/25/2003	670347	993511	305257	$	982.40
4/1/2003	671795	993529	305668	$	420.75
4/1/2003	671796	993529	305668	$	5,895.50
2/15/2003	662783	994707	302489	$	22.50
2/15/2003	662784	994707	302489	$	1,915.35
2/18/2003	663128	994811	302911	$	7.50
2/18/2003	663129	994811	302911	$	619.50
1/16/2003	656107	994993	300628	$	52.50
1/21/2003	657039	995072	300891	$	13.50
1/30/2003	659126	995202	301510	$	112.50
2/18/2003	663124	995505	302107	$	37.50
2/12/2003	661832	995513	302652	$	1,576.00
4/1/2003	671797	995626	305381	$	16,830.00
4/1/2003	671798	995671	305381	$	3,328.50
3/11/2003	667512	995855	304286	$	22.50
3/11/2003	667513	995855	304286	$	2,544.20
3/12/2003	667801	995856	304273	$	1,717.85
3/18/2003	668987	995936	304746	$	995.75
3/18/2003	668989	995956	304888	$	1,757.70
3/18/2003	668988	995966	304888	$	1,110.10
3/18/2003	668990	995976	304888	$	1,268.00
3/25/2003	670348	996019	305379	$	4,883.20
1/28/2003	658619	996182	301401	$	60.00
2/15/2003	662786	996402	302581	$	229.35
2/15/2003	662788	996402	302581	$	4,630.65
3/11/2003	667522	996636	304373	$	75.00
3/11/2003	667523	996636	304373	$	8,670.70
3/14/2003	668557	996681	304481	$	97.50
3/14/2003	668558	996681	304481	$	10,720.35
3/14/2003	668553	996749	304525	$	30.00
3/14/2003	668554	996749	304525	$	5,150.85
3/18/2003	669008	996774	304745	$	67.50
3/18/2003	669009	996774	304745	$	13,507.50
3/21/2003	669798	996777	304850	$	6,292.90
3/18/2003	668991	996801	304786	$	2,621.80
3/21/2003	669790	996836	304954	$	2,720.40
3/25/2003	670349	996899	305249	$	4,528.90
3/28/2003	671165	996933	305418	$	11,440.05
4/1/2003	671799	996988	305714	$	52.50
4/1/2003	671800	996988	305714	$	7,441.65

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Inv Date	TPE Inv. #	PO#	TPE Load#		Balance
4/3/2003	672449	997025	305897	$	1,090.00
3/25/2003	670361	997031	305250	$	2,625.55
3/25/2003	670362	997032	305353	$	3,016.00
3/28/2003	671169	997111	305416	$	5,033.00
4/1/2003	671807	997261	305719	$	82.50
4/1/2003	671808	997261	305719	$	7,790.05
3/4/2003	665989	997560	303954	$	15.00
3/4/2003	665990	997560	303954	$	1,576.00
1/16/2003	656099	997711	300487	$	52.50
3/25/2003	670350	997921	305343	$	1,870.00
3/25/2003	670351	997921	305343	$	3,487.35
1/31/2003	659403	997936	301654	$	15.00
1/28/2003	658597	997987	301503	$	90.00
2/11/2003	661449	998187	302492	$	2,354.00
2/15/2003	662768	998280	302859	$	2,192.00
2/19/2003	663394	998288	302874	$	663.75
2/19/2003	663393	998291	302874	$	2,835.85
1/21/2003	657026	998361	300788	$	156.50
2/19/2003	663387	998393	302963	$	3,403.70
2/19/2003	663388	998393	302963	$	82.50
2/19/2003	663389	998393	302963	$	5,470.85
3/4/2003	666000	998540	303976	$	123.50
3/4/2003	666001	998540	303976	$	5,081.10
3/4/2003	666003	998575	303976	$	411.00
2/27/2003	665218	998612	303618	$	112.50
2/27/2003	665219	998612	303618	$	11,507.45
3/8/2003	667160	998612	304248	$	45.00
3/8/2003	667161	998612	304248	$	5,555.55
3/11/2003	667520	998650	304403	$	52.50
3/11/2003	667521	998650	304403	$	4,723.10
3/18/2003	668982	998697	304848	$	22.50
3/18/2003	668983	998697	304848	$	4,384.65
3/8/2003	667145	998734	304079	$	1,331.15
3/8/2003	667146	998734	304079	$	90.00
3/8/2003	667147	998734	304079	$	10,037.05
3/18/2003	669000	998735	304710	$	101.75
3/18/2003	669001	998735	304710	$	7,542.20
3/21/2003	669784	998740	304950	$	22.50
3/21/2003	669785	998740	304950	$	3,294.65
3/25/2003	670340	998775	305254	$	271.25
3/18/2003	669002	998778	304870	$	45.00
3/18/2003	669003	998778	304870	$	5,437.50
3/25/2003	670339	998797	305254	$	4,752.95
3/18/2003	669004	998807	304870	$	897.60
3/18/2003	669005	998812	304870	$	311.85
3/28/2003	671161	998841	305511	$	3,407.80
3/11/2003	667500	998845	304383	$	86.80
3/11/2003	667501	998845	304383	$	90.00
3/11/2003	667502	998845	304383	$	12,073.80

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3/14/2003	668545	998846	304419	$	113.50
3/14/2003	668546	998846	304419	$	11,841.85
3/22/2003	670039	998859	305172	$	1,665.65
4/1/2003	671794	998878	305713	$	2,478.00
3/22/2003	670040	998882	305172	$	30.00
3/22/2003	670041	998882	305172	$	1,919.40
2/5/2003	660138	998889	301966	$	50.55
3/25/2003	670357	998924	305347	$	45.00
3/25/2003	670358	998924	305347	$	5,191.45
3/25/2003	670359	998931	305347	$	640.90
3/29/2003	671489	998951	305509	$	1,152.00
3/29/2003	671490	998951	305509	$	2,004.00
3/8/2003	667150	998981	304078	$	6,660.65
3/18/2003	668970	998996	304864	$	60.00
3/18/2003	668971	998996	304864	$	946.80
3/18/2003	668972	998996	304864	$	7,819.60
3/29/2003	671491	998999	305652	$	3,964.45
3/21/2003	669783	999000	304851	$	7,824.15
4/1/2003	671802	999037	305726	$	788.25
4/1/2003	671803	999037	305726	$	23.55
4/1/2003	671804	999037	305726	$	6,157.60
3/11/2003	667506	999060	304370	$	75.00
3/11/2003	667507	999060	304370	$	8,163.10
4/3/2003	672450	999068	305986	$	4,585.60
3/14/2003	668549	999086	304480	$	22.50
3/14/2003	668550	999086	304480	$	2,538.35
3/18/2003	668984	999136	304744	$	4,576.05
3/25/2003	670332	999169	305350	$	(134.80)
3/25/2003	670333	999169	305350	$	134.80
3/25/2003	670335	999169	305350	$	4,498.75
2/12/2003	661807	999176	302504	$	301.10
3/21/2003	669786	999210	304952	$	23.50
3/21/2003	669787	999210	304952	$	2,271.85
3/29/2003	671484	999226	305468	$	10,133.85
3/25/2003	670342	999281	305253	$	2,559.20
3/25/2003	670343	999281	305253	$	5,973.60
2/18/2003	663108	999283	302802	$	565.50
2/18/2003	663109	999283	302802	$	604.45
4/2/2003	672128	999332	305718	$	128.50
4/2/2003	672129	999332	305718	$	60.00
4/2/2003	672130	999332	305718	$	4,560.50
3/28/2003	671162	999368	305411	$	2,818.60
4/2/2003	672131	999438	305651	$	3,346.80
2/19/2003	663379	999495	303005	$	64.25
2/19/2003	663380	999495	303005	$	5,106.50
2/18/2003	663110	999503	303007	$	714.45
2/19/2003	663384	999513	303005	$	555.00
2/19/2003	663385	999513	303005	$	2,478.00
2/19/2003	663381	999542	303005	$	1,249.50

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2/19/2003	663382	999542	303005	$	1,714.80
2/19/2003	663383	999597	303005	$	1,932.45
10/15/2001	102741	04 PXL		$	300.00
10/15/2001	943017	07 NCU		$	607.50
10/15/2001	102452	07 PXX		$	300.00
1/31/2003	997163	13 NCX	221099	$	493.68
3/10/2003	41602	15 LAC		$	107.46
3/10/2003	600659	15 PXT		$	115.20
12/2/2002	950289	18 NCU	224059	$	285.85
11/12/2002	957900	22 MAU	221481	$	46.50
10/31/2002	734991	38 KCT	221364	$	205.51
6/21/2002	954441	40 LUU	207566	$	646.88
12/9/2002	956612	49 PXU	212787	$	662.79
1/14/2003	950911	50 NCU DUP	225230	$	148.50
3/31/2003	418940	6 LAC		$	61.30
2/27/2003	416421	77 GAT		$	2,125.69
9/19/2002	272079	97 PXL		$	300.00
9/19/2002	272082	97 PXL		$	300.00
2/7/2003	660823	RE:I658903	301350	$	1,192.80
3/19/2003	669510	RE:I660758	301984	$	351.00
3/14/2003	668655	RE:I667799	304247	$	78.50
3/31/2003	573596			$	(0.50)
4/3/2003	672444	991440	306081	$	7,560.00
4/3/2003	672449	997025	305897	$	1,090.00
4/3/2003	672450	999068	305986	$	4,585.60
1/24/2003	31269	978506	300994	$	(1,331.45)
3/12/2003	32158	979613	304582	$	1,612.85
3/12/2003	32164	979604	304564/304596	$	3,750.40
3/12/2003	32165	979602	304564/304596	$	6,753.20
3/12/2003	32166	979601	304564/304596/30468	$	4,971.10
3/12/2003	32167	979603	304564	$	4,090.05
3/12/2003	32168	979598	304564/304599	$	4,240.75
3/12/2003	32169	979595	304564/304598	$	3,647.45
3/12/2003	32170	979616	304564/304598	$	2,229.30
3/12/2003	32171	979624	304602	$	1,781.66
3/12/2003	32172	979634	304588	$	2,372.65
3/12/2003	32173	979636	304623	$	4,433.67
3/12/2003	32174	979637	304602	$	7,042.51
3/12/2003	32175	979638	304602	$	8,777.67
3/12/2003	32176	979639	304623/304655	$	4,257.95
3/12/2003	32177	979628	304583	$	7,703.96
3/12/2003	32178	979627	304583	$	3,158.12
3/12/2003	32179	979640	304595	$	2,000.85
3/12/2003	32180	979641	304595	$	2,632.10
3/12/2003	32181	979642	304619	$	891.19
3/12/2003	32182	979632	304588	$	1,691.81
3/12/2003	32183	979629	304587	$	2,102.25
3/12/2003	32184	979635	304587	$	2,302.30
3/12/2003	32185	979633	304588	$	1,840.25

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3/12/2003	32186	979626	304583	$	2,156.92
3/12/2003	32187	979630	304589	$	3,240.15
3/12/2003	32188	979631	304587	$	1,848.48
3/12/2003	32189	979605	304582	$	2,738.20
3/12/2003	32190	979606	304582	$	2,061.04
3/12/2003	32192	979618	304619	$	3,676.25
3/12/2003	32193	979619	304619	$	3,067.85
3/12/2003	32194	979620	304619	$	1,190.14
3/12/2003	32195	979621	304619	$	2,100.70
3/12/2003	32196	979622	304919	$	918.78
3/13/2003	32200	979663	304704	$	1,660.00
3/13/2003	32206	979654	304711/304737	$	2,730.00
3/13/2003	32207	979652	304711/304737	$	6,303.85
3/13/2003	32209	979653	304712/304738	$	2,882.95
3/13/2003	32210	979648	304711/304737	$	3,271.30
3/13/2003	32211	979645	304712/304738	$	4,284.11
3/13/2003	32212	979666	304712/304738	$	2,420.55
3/13/2003	32213	979674	304713/304736	$	3,382.55
3/13/2003	32214	979684	304708	$	1,284.20
3/13/2003	32215	979686	304714	$	2,316.79
3/13/2003	32216	979687	304713	$	2,955.26
3/13/2003	32217	979688	304713	$	7,400.12
3/13/2003	32218	979689	304714	$	2,640.95
3/13/2003	32219	979678	304704	$	6,407.52
3/13/2003	32220	979677	304705	$	2,573.10
3/13/2003	32224	979682	304708	$	1,815.91
3/13/2003	32225	979679	304705	$	1,450.25
3/13/2003	32226	979685	304706	$	3,189.95
3/13/2003	32227	979683	304708	$	3,009.98
3/13/2003	32228	979676	304705	$	2,204.77
3/13/2003	32229	979680	304705	$	3,116.48
3/13/2003	32230	979681	304705	$	1,856.45
3/13/2003	32231	979655	304704	$	2,808.96
3/13/2003	32232	979656	304704	$	1,660.22
3/13/2003	32233	979667	304719	$	554.30
3/13/2003	32234	979668	304719	$	4,384.45
3/13/2003	32235	979669	304719	$	1,317.55
3/13/2003	32236	979670	304719	$	1,302.20
3/13/2003	32237	979671	304719	$	2,596.75
3/13/2003	32238	979672	304719	$	2,772.32
3/18/2003	32242	979713	304854	$	2,475.30
3/18/2003	32248	979704	304888/304899	$	4,539.05
3/18/2003	32249	979702	304871/304899	$	11,064.10
3/18/2003	32250	979701	304882/304898	$	9,123.25
3/18/2003	32251	979703	304483/304899	$	6,228.01
3/18/2003	32252	979698	304882/304898	$	5,595.55
3/18/2003	32253	979695	304871/304914	$	5,419.05
3/18/2003	32254	979716	304869/304914	$	3,857.25
3/18/2003	32255	979724	304865/304914	$	12,898.50

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3/18/2003	32256	979734	304856	$	3,168.95
3/18/2003	32257	979736	304866/304897	$	5,774.15
3/18/2003	32258	979737	304880/304897	$	8,920.17
3/18/2003	32259	979738	304880	$	7,858.52
3/18/2003	32260	979739	304881/304897	$	5,567.80
3/18/2003	32261	979728	304854	$	11,940.00
3/18/2003	32262	979727	304852	$	7,659.30
3/18/2003	32263	979740	304865	$	1,295.20
3/18/2003	32264	979741	304865	$	3,070.45
3/18/2003	32266	979732	304856	$	2,790.07
3/18/2003	32267	979729	304855	$	2,009.42
3/18/2003	32268	979735	304855	$	3,595.10
3/18/2003	32269	979733	304856	$	2,527.96
3/18/2003	32270	979726	304852	$	4,065.66
3/18/2003	32271	979730	304855	$	6,054.78
3/18/2003	32272	979731	304855	$	1,536.95
3/18/2003	32273	979705	304854	$	4,096.04
3/18/2003	32274	979706	304852	$	2,429.69
3/18/2003	32276	979718	304862	$	4,987.60
3/18/2003	32277	979719	304862	$	5,846.40
3/18/2003	32278	979720	304859	$	3,613.90
3/18/2003	32279	979721	304859	$	2,931.15
3/18/2003	32280	979722	304859	$	3,698.13
3/18/2003	32284	979763	305044	$	1,154.05
3/18/2003	32290	979754	305055/305074	$	3,704.15
3/18/2003	32291	979752	305057/305074	$	7,149.85
3/18/2003	32292	979751	305051/305074	$	5,385.00
3/18/2003	32293	979753	305064/305074	$	4,046.70
3/18/2003	32294	979748	305051/305074	$	4,599.80
3/18/2003	32295	979745	305064	$	3,066.75
3/18/2003	32296	979766	305062	$	2,541.55
3/18/2003	32297	979774	305065/305074	$	5,114.90
3/18/2003	32298	979784	305047	$	2,407.10
3/18/2003	32299	979786	305063	$	2,598.65
3/18/2003	32300	979787	305067	$	6,521.25
3/18/2003	32301	979788	305063	$	7,385.40
3/18/2003	32302	979789	305063	$	2,605.30
3/18/2003	32303	979778	305044	$	5,242.40
3/18/2003	32304	979777	305045	$	3,263.65
3/18/2003	32308	979782	305048	$	1,474.90
3/18/2003	32309	979779	305047	$	1,807.20
3/18/2003	32310	979785	305047	$	1,157.35
3/18/2003	32311	979783	305048	$	1,880.35
3/18/2003	32312	979776	305045	$	2,041.35
3/18/2003	32313	979780	305047	$	2,405.35
3/18/2003	32314	979781	305047	$	1,510.75
3/18/2003	32315	979755	305044	$	2,107.50
3/18/2003	32316	979756	305044	$	1,683.90
3/18/2003	32318	979768	305083	$	1,309.50

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3/18/2003	32319	979769	305083	$	1,071 60
3/18/2003	32320	979770	305083	$	519.22
3/18/2003	32321	979771	305083	$	1,470.35
3/18/2003	32322	979772	305083	$	1,473.64
3/24/2003	32326	979813	305168	$	744.11
3/24/2003	32332	979804	305183/305190	$	2,758.00
3/24/2003	32333	979802	305183/305190	$	6,300.25
3/24/2003	32334	979801	305110/305155	$	4,200.75
3/24/2003	32335	979803	305183/305190	$	4,738.65
3/24/2003	32336	979798	305110/305185	$	3,923.00
3/24/2003	32337	979795	305184/305190	$	1,731.20
3/24/2003	32338	979816	305184/305190	$	2,727.25
3/24/2003	32339	979824	305187/305230	$	4,049.55
3/24/2003	32340	979834	305158	$	1,762.25
3/24/2003	32341	979836	305179	$	2,844 40
3/24/2003	32342	979837	305187	$	1,767.30
3/24/2003	32343	979838	305186	$	2,506.70
3/24/2003	32344	979839	305189	$	2,470.40
3/24/2003	32345	979828	305168	$	5,197.55
3/24/2003	32346	979827	305169	$	2,793.15
3/24/2003	32350	979832	305158	$	1,075.45
3/24/2003	32351	979829	305157	$	1,543 30
3/24/2003	32352	979835	305157	$	1,056.40
3/24/2003	32353	979833	305158	$	1,799.45
3/24/2003	32354	979826	305169	$	2,201.60
3/24/2003	32355	979830	305157	$	2,156.00
3/24/2003	32356	979831	305157	$	1,803.30
3/24/2003	32357	979805	305168	$	2,362 80
3/24/2003	32358	979806	305168	$	973.50
3/24/2003	32359	979817	305191	$	1,667.05
3/24/2003	32360	979818	305191	$	1,313.20
3/24/2003	32361	979819	305191	$	789.70
3/24/2003	32362	979820	305170	$	994.30
3/24/2003	32363	979821	305191	$	1,102.05
3/24/2003	32364	979822	305191	$	857.95
3/26/2003	32368	979863	305327	$	939.84
3/26/2003	32375	979852	305329/305367	$	8,301.96
3/26/2003	32376	979851	305337/305359	$	7,920.20
3/26/2003	32377	979853	305329/305367	$	7,318.85
3/26/2003	32378	979848	305338/305359	$	4,924.30
3/26/2003	32379	979845	305330/305367	$	5,448.42
3/26/2003	32380	979866	305330/305367	$	2,726.68
3/26/2003	32381	979874	305323/305340	$	12,286.48
3/26/2003	32382	979884	305320	$	2,989.90
3/26/2003	32383	979886	305324	$	3,888.35
3/26/2003	32384	979887	305333	$	5,463.35
3/26/2003	32385	979888	305339	$	5,840.35
3/26/2003	32386	979889	305339	$	4,605.70
3/26/2003	32387	979878	305327	$	9,338.60

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3/26/2003	32388	979877	305326	$	7,338.15
3/26/2003	32392	979882	305320	$	1,868.05
3/26/2003	32393	979879	305319	$	2,072.00
3/26/2003	32394	979885	305319	$	1,849.55
3/26/2003	32395	979883	305320	$	1,349.00
3/26/2003	32396	979876	305326	$	2,607.30
3/26/2003	32397	979880	305319	$	3,181.90
3/26/2003	32398	979881	305319	$	941.80
3/26/2003	32399	979855	305327	$	3,464.01
3/26/2003	32400	979856	305326	$	1,541.01
3/26/2003	32401	979867	305315	$	1,747.45
3/26/2003	32402	979868	305315	$	1,756.30
3/26/2003	32403	979869	305315	$	2,280.70
3/26/2003	32404	979870	305314	$	1,294.05
3/26/2003	32405	979871	305314	$	709.85
3/26/2003	32406	979872	305314	$	1,268.95
4/1/2003	32507	980024	305785/305817	$	828.00
4/4/2003	32542	980054	306001/306005	$	2,561.45
4/4/2003	32543	980052	306001/306005	$	5,288.20
4/4/2003	32544	980051	305993/30600	$	4,756.25
4/4/2003	32546	980048	306000/306005	$	3,654.15
4/4/2003	32547	980045	306001/306006	$	2,803.20
4/4/2003	32550	980084	305982	$	3,021.05
4/4/2003	32551	980086	305999/306012	$	3,341.75
4/4/2003	32552	980087	305992	$	4,393.55
4/4/2003	32560	980082	305982	$	778.15
4/4/2003	32561	980079	305981	$	1,566.55
4/4/2003	32562	980085	305982	$	2,495.40
4/4/2003	32566	980081	305981	$	2,262.80
4/4/2003	32569	980056	306008	$	1,623.70
4/4/2003	32570	980067	306032	$	1,330.15
4/4/2003	32571	980068	306032	$	932.10
4/4/2003	32572	980069	306032	$	1,755.30
4/4/2003	32574	980071	306031	$	817.35
4/4/2003	32575	980072	306031	$	1,545.15
3/14/2003	668519	837468	304908	$	480.00
3/14/2003	668520	837469	304908	$	480.00
3/14/2003	668521	837467	304908	$	480.00
3/21/2003	669707	837471	305369	$	240.00
3/21/2003	669708	837473	305369	$	240.00
3/21/2003	669709	837470	305369	$	480.00
3/21/2003	669710	837472	305369	$	480.00
4/1/2003	671779	837475	306106	$	240.00
4/1/2003	671780	837477	306106	$	480.00
4/1/2003	671781	837478	306106	$	240.00
3/22/2003	670009	579887	305333	$	570.00
4/1/2003	671782	837476	306106	$	480.00
3/4/2003	665981-982/S242			$	1,616.80
3/6/2003	666508/S243435			$	1,544.40

THE PRODUC EXCHANGE
REVISED - LISTING OF OPEN INVOICES DUE FROM FLEMING FOODS
This list has been revised to reflect receipt of payments in the amount of $633,601.49

Inv Date	TPE Inv. #	PO#	TPE Load#	Balance
3/4/2003	665983/S242399			$ 1,486.80
2/21/2003	663934/32/387/S			$ 2,961.45
3/6/2003	666514/513/S243			$ 4,205.90
3/7/2003	666516/517			$ 5,977.80
3/4/2003	665980/979/S243			$ 5,836.80
3/6/2003	666507/S243435			$ 1,501.00
3/6/2003	666510/666509			$ 1,606.00
3/4/2003	666511/512/S243			$ 6,572.50
3/4/2003	665984-985/S243			$ 8,165.85
3/7/2003	665986			$ 969.60
3/6/2003	66499/500/S2434			$ 8,162.50
3/4/2003	665976/975/S242			$ 1,100.45
3/4/2003	665978/S242880			$ 2,834.40
3/6/2003	666503/S243738			$ 1,041.60
3/4/2003	665992/991/S243			$ 2,427.20
3/4/2003	665995/S242459			$ 3,603.60
3/6/2003	666519/666518			$ 5,707.20
3/6/2003	666520/S243566			$ 2,059.20
3/4/2003	665973/974/S243			$ 2,988.25
3/4/2003	665977/S242948			$ 592.50
3/6/2003	666502/501/S243			$ 2,778.15
3/6/2003	666506/S244141			$ 6,160.00
3/4/2003	665994/S242450			$ 3,088.80
3/4/2003	665998/999/S243			$ 4,898.95
2/25/2003	664715/716/S241			$ 9,511.35
3/11/2003	32123			$ 11,975.44
3/4/2003	666004/S243263			$ 10,654.75
3/6/2003	666504/505/S244			$ 11,492.70
3/7/2003	666743/742/S244			$ 3,670.05
3/4/2003	665993/S243636			$ 4,751.85
3/1/2003	665673A/S242813			$ 175.20
3/7/2003	666747/746/S244			$ 13,753.75
2/12/2003	661829			$ 1,496.25
2/15/2003	662763/662764			$ 6,692.50
2/19/2003	663399			$ 1,156.20
3/1/2003	65664/665/666/S			$ 7,453.75
2/15/2003	662765			$ 1,079.40
3/12/2003	LAC041894BB			$ (61.30)
2/25/2003	664710			$ 45.00
3/1/2003	665669			$ 4,199.85
3/4/2003	665988			$ 12,469.90
3/8/2003	667155			$ 4,696.10
3/11/2003	667515			$ 3,350.65
2/13/2003	669797			$ 94.80
2/25/2003	664711			$ 5,362.90
3/4/2003	665987			$ 90.00
3/8/2003	667154			$ 37.50
3/11/2003	667514			$ 22.50
Grand Total Open Invoices Owing TPE				**$ 1,784,106.56**

Exhibit "B"

to

The Produce Exchange, Inc.'s

Declaration

1

THE PRODUCE EXCHANGE

7407 Southfront Road • Livermore, CA 94550 • (925) 454-8700

INVOICE NO: 668552

INVOICE DATE: 3/14/03

PAGE:

SOLD TO: FLEMING COMPANY
CTP/LUBBOCK DIVISION
P.O. BOX 24680
OKLAHOMA CITY OK 73124

REMIT TO: THE PRODUCE EXCHANGE
P.O. BOX 980966
WEST SACRAMENTO CA 95798-0966

DATE SHIPPED : 3/11/03
DATE DELIVERED : 3/11/03
TERMS : FOB 7 DAYS

SHIP VIA : FLEMING COMPANY
YOUR P.O. NO. : 993276
LOAD NO. : 304464

QUANTITY	DESCRIPTION	LABEL	PRICE	AMOUNT
24	SUPER SELECT CUCUMBERS	CTN FOB	24.85	596.40
84	LARGE CUCUMBER	CTN FOB	20.85	1,751.40
30	FANCY ZUCCHINI SQUASH	LUG FOB	16.85	505.50
16	FCY YELLOW STRAIGHT NECK SQ	LUG FOB	16.85	269.60
56	LARGE BELL PEPPERS	CTN FOB	9.85	551.60
4	24 COUNT EGGPLANT	CTN FOB	7.85	31.40
88	6X6 TOMATOES	LUG FOB	14.85	1,306.80
264	5X5 TOMATOES	FLAT FOB	14.85	3,920.40
28	MEDIUM WHITE ZUCCHINI SQUASH	LUG FOB	14.85	415.80
100	WIRE BOUND JALAPENOS	CTN FOB	12.85	1,285.00
694	QUANTITY TOTAL			
	THIS SAME PO IS ALSO ON INVOICE: 668551			

INVOICE TOTAL 10,633.90

The Perishable Agricultural Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

THE PRODUCE EXCHANGE
7407 Southfront Road • Livermore, CA 94551 • (925) 454-8700

INVOICE NO: 671484

INVOICE DATE: 3/29/03

PAGE:

SOLD TO: FLEMING COMPANY
CTP/GARLAND DIVISION
P.O. BOX 24750
OKLAHOMA CITY OK 73124

REMIT TO: THE PRODUCE EXCHANGE
P.O. BOX 980966
WEST SACRAMENTO CA 95798-0966

DATE SHIPPED : 3/26/03
DATE DELIVERED : 3/26/03
TERMS : FOB 7 DAYS

SHIP VIA : FLEMING COMPANY
YOUR P.O. NO. : 999226
LOAD NO. : 305468

QUANTITY	DESCRIPTION		LABEL	PRICE	AMOUNT
168	SUPER SELECT CUCUMBERS	CTN	FOB	16.85	2,830.80
30	MEDIUM ZUCCHINI SQUASH	LUG	FOB	7.85	235.50
80	FANCY ZUCCHINI SQUASH	LUG	FOB	9.85	788.00
80	MED YELLOW STRAIGHT NECK SQ	LUG	FOB	12.85	1,028.00
10	MEDIUM ACORN SQUASH	LUG	FOB	8.85	88.50
8	MEDIUM BUTTERNUT SQUASH	CTN	FOB	12.85	102.80
8	MEDIUM SPAGHETTI SQUASH	CTN	FOB	16.85	134.80
25	WIRE BOUND JALAPENOS	CTN	FOB	14.85	371.25
28	24 COUNT EGGPLANT	CTN	FOB	11.85	331.80
224	EXTRA LARGE BELL PEPPERS	CTN	FOB	18.85	4,222.40
661	QUANTITY TOTAL				

INVOICE TOTAL 10,133.85

The Perishable Agricultural Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Exhibit "C"

to

The Produce Exchange, Inc.'s

Declaration

FLEMFM... 6

THE PRODUCE EXCHANGE, INC

January 2, 1992

FLEMING COMPANIES
6301 WATERFORD BLVD
P. O. BOX 25200
OKLAHOMA CITY OK 73126

Subject: PACA Trust Fund Statement of Credit Terms

In accordance with the regulations under the Perishable Agricultural Commodities Act we are writing to re-confirm our credit term policy that we extend to you as a produce buying customer.

It is the policy of The Produce Exchange, Inc. that all invoices billed to customers are due and payable within 21 days of invoice date.

We ask that you acknowledge receipt of this letter and the understanding of credit terms extended by having an authorized signature placed on the line provided below. Once executed would you please mail one copy of the letter to our office and retain the other copy for your files.

Should you have any questions regarding this matter please feel free to contact our office. Thank you for your cooperation and we apologize for any inconvenience that this may cause.

Sincerely

of The Produce Exchange, Inc.

Recieved and Acknowledged:

Jeffrey Padilla

From: Martin Mazzanti
Sent: Monday, December 30, 2002 10:06 AM
To: Jeffrey Padilla
Cc: Sam Jones, Jr.
Subject: RE: Payment Terms

Sure, thanks. The fax number is 405-951-7839.
MM

-----Original Message-----
From: Jeffrey Padilla
Sent: Monday, December 30, 2002 9:55 AM
To: Martin Mazzanti
Subject: RE: Payment Terms

Sam is on vacation. Should I take this from here?
Jeff

-----Original Message-----
From: Martin Mazzanti
Sent: Monday, December 30, 2002 9:53 AM
To: Jeffrey Padilla
Subject: RE: Payment Terms

I forwarded this to Sam.
MM

-----Original Message-----
From: Jeffrey Padilla
Sent: Monday, December 30, 2002 9:32 AM
To: Martin Mazzanti
Subject: RE: Payment Terms

Sweeeet! Will you be sending the letterhead note?

Jeff

-----Original Message-----
From: Martin Mazzanti
Sent: Monday, December 30, 2002 9:23 AM
To: Jeffrey Padilla
Subject: FW: Payment Terms

FYI,
MM

-----Original Message-----
From: Scott Danner [mailto:sdanner@email.fleming.com]
Sent: Monday, December 30, 2002 8:44 AM
To: mmazzanti@tpemail.com
Subject: Payment Terms

Marty,

I have contacted our payable office and there is no problem with paying you in 14 days. Please fax over on your letterhead to Jessica Gonzalez, stating that your payment terms are 14 days.

Thanks and have a Happy New Year.

Scott Danner
Director of Produce Operations
972-906-8459 Office
972-906-1485 Fax
sdanner@email.fleming.com

THE PRODUCE EXCHANGE

Date: December 30, 2002

To: Fleming Foods Payable
Attn: Jessica Gonzalez
Fax: 405-951-7839

Please note that as per our new agreement commencing 1/06/03, our payment terms will be 14 days.

Thank you,

Marty Mazzanti
Owner/Director
The Produce Exchange

7407 Southfront Road · Livermore CA 94550-9247 · Tel: (925) 454-8700 · Fax: (925) 454-8710
E-mail: info@tpemail.com Visit our web site at www.tpeonline.com

THE PRODUCE EXCHANGE

February 12, 2003

Fleming Foods

Subject Payment Terms

Dear Jessica Gonzalez:

This is to confirm our agreement to modify the payment terms specified in our letter agreement dated December 30,2002. Commencing February 12, 2003, all invoices will be due and payable seven (7) days after shipment. All other terms specified in our letter agreement shall remain unchanged, and in full force and effect. As with our previous agreement and the Perishables Agricultural Commodities Act, we ask that your authorized signature please confirm our agreement in writing, by counter-signing and returning this letter to us.

Thank you for your cooperation and should you have any questions or concerns do not hesitate to contact me.

The Produce Exchange

By: Glenn Barwig Controller

Agreement confirmed:

Fleming Foods

By: ______________________________ Dated: ________________

7407 Southfront Road · Livermore CA 94550-9247 · Tel: (925) 454-8700 · Fax: (925) 454-8710
E-mail: info@tpemail.com · Visit our web site at www.tpeonline.com

Exhibit "D"

to

The Produce Exchange, Inc.'s

Declaration

Fleming™

1945 Lakepointe Drive
P.O. Box 299013
Lewisville, TX 75029

Daniel A McDaniel
Nomellini Grilli & McDaniel
235 E Weber Ave
PO Box 1461
STOCKTON, CA 95201-1461

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

Dear Valued Supplier:

Fleming Companies, Inc. and certain of its subsidiaries[1] (the "Debtors") 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 Court") on April 1, 2003 (the "Petition Date"). Prior to the Petition Date the Debtors purchased agricultural goods from you, many of which may qualify for treatment under the Perishable Agriculture and Commodities Act ("PACA").

The Bankruptcy Court has entered the PACA Order[2] in these cases to govern a process for the Debtors to review, object to if necessary and pay PACA claims. Because of difficulties inherent in the reconciliation process, the reconciliation of PACA Claims in these cases is labor intensive and time consuming. In order to provide a mechanism for payment to vendors such as yourself earlier than would likely be the case under the PACA Order, the Debtors have

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1 03-10944 - Core-Mark International, Inc.; 03-10945 - Fleming Companies, Inc.; 03-10946 - ABCO Food Group, Inc.; 03-10947 - ABCO Markets, Inc.; 03-10948 - ABCO Realty, Corp.; 03-10949 - ASI Office Automation, Inc.; 03-10950 - Core-Mark Mid-Continent, Inc.; 03-10951 - Core-Mark Interrelated Companies, Inc.; 03-10952 - C/M Products, Inc.; 03-10953 - FAVAR Concepts, Ltd.; 03-10954 - Fleming Foods Management Co., L.L.C.; 03-10955 - Fleming Foods at Texas, LP; 03-10956 - Fleming International, Ltd.; 03-10957 - Fleming Transportation Service, Inc.; 03-10958 - Fleming Supermarkets of Florida, Inc.; 03-10959 - Food 4 Less Beverage Company, Inc.; 03-10960 - FuelServ, Inc.; 03-10961 - General Acceptance Corporation; 03-10962 - Marquise Ventures Company, Inc.; 03-10963 - Head Distributing Company; 03-10964 - Minter-Weisman Co.; 03-10965 - Piggly Wiggly Company; 03-10966 - Progressive Realty, Inc.; 03-10967 - Rainbow Food Group, Inc.; 03-10968 - Retail Investments, Inc.; 03-10970 - Retail Supermarkets, Inc.; 03-10971 - RFS Marketing Services, Inc.; 03-10972 - Richmar Foods, Inc.; and, 03-10973 - Dunigan Fuels, Inc.

2 The Order Requiring Segregation of Funds to Cover Certain PACA Claims and Authorizing Procedure for Reconciliation and Payment of Valid Claims Under the Perishable Agricultural Commodities Act and the Packers and Stockyard Act.

negotiated and obtained the necessary consent from their lending banks as well as the Official Committee of Unsecured Creditors to enter an agreement (the "Letter Agreement") on the terms proposed below. The intent of this Letter Agreement is to allow the Debtors to pay vendors on an expedited basis, to obtain the information necessary to reconcile disputed portions of claims on an expedited basis and, if appropriate, to make payment on such contested amounts once reconciled. This Letter Agreement is also intended to save both parties the time and expense of potential litigation as well as to preserve the Debtors' liquidity as they work to stabilize their business - the stabilization of which will inure to the benefit of all creditors including the Debtors' PACA vendors.

Therefore, the Debtors and **Produce Exchange Inc** ("Vendor") agree as follows:

(i) Vendor has filed PACA Claim No. **r3155** ("Claim No. **r3155**") in the amount of **$1,784,106.56** (the "Asserted Claim Amount") in these cases.

(ii) Following a review of Claim No. **r3155** and pursuant to their claim reconciliation protocol, the Debtors are prepared to make an expedited, preliminary payment to Vendor in the amount of **$1,335,964.27** at this time (the "Estimated PACA Payment"). The Debtors agree to pay the Estimated PACA Payment to Vendor within 3 calendar days of Vendor signing and returning this Letter Agreement to the Debtors.[3] The Debtors reserve their right, following further reconciliation efforts, to assert that the Estimated Payment was in excess of the valid PACA Claim of Vendor (an "Overpayment") and that the Overpayment must be returned by the Vendor to the Debtors. The Debtors may setoff any Overpayment against either (a) amounts due Vendor after further reconciliation of any Unreconciled Claim Portion (as defined in paragraph (iii) below) or (b) against post-petition invoices owed by the Debtors to Vendor. The Debtors will provide detail of any asserted Overpayment to Vendor and will provide notice in advance of any offset. Any dispute with respect to the amount or existence of an Overpayment shall be resolved by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

(iii) The difference between the Asserted Claim Amount (as defined in paragraph (i) above) and the Estimated PACA Payment (as defined in paragraph (ii) above) is the unreconciled portion of Vendor's PACA Claim (the "Unreconciled Claim Portion").

(A) In the course of their review of the Unreconciled Claim Portion, the Debtors have identified **$388,481.85** of invoices and other

[3] The Debtors will accept fax signatures to 312-660-0168.

amounts (which invoices and amounts are listed on Exhibit A attached hereto) for which additional information including copies of invoices and proof of delivery is required (the "Additional Detail") before a final reconciliation can be completed.

(B) Vendor agrees, to the extent not already provided, to provide the Additional Detail to the Debtors within 7 calendar days of receipt of this Letter Agreement.

(C) The Debtors agree that, on or before August 16, 2003, the date of the Second Supplemental PACA Report, as defined in the PACA Order (the "Reconciliation Period"), the Debtors will complete their reconciliation of Claim No. **r3155** including, to the extent the Additional Detail has been timely provided, their reconciliation of the Unreconciled Claim Portion. Any payments due by the Debtors to Vendor following reconciliation of the Unreconciled Claim Portion shall be made in accordance with the PACA Order.[4]

(iv) In the event that, at the time for filing the Second Supplemental PACA Report, the Debtors do not believe that all or a portion of Claim No. **r3155** represents a valid PACA claim, the Debtors shall list such amount (the "Contested Claim") on such Supplemental PACA Report and such Contested Claim shall be governed by the PACA Order.

(v) During the Reconciliation Period, Vendor agrees (a) to refrain from taking any legal action to enforce Claim No. **r3155**, and (b) to establish "Customary Trade Terms" which were available to each of the Debtors' operations. "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, and specifically excluding promotional dating of payment terms) which were available to each of the Debtors' operations individually 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 Debtors and Vendor, subject to the consent to any such other trade terms of the agents appointed pursuant to the DIP Credit Agreement and with notice of such other trade terms to the court-appointed advisors of the Official Committee of Unsecured Creditors, which information shall be

4 The PACA Order provides for the Debtors to file a Supplemental PACA Report on July 16, 2003 and August 16, 2003.

kept confidential and shall not be shared by such advisors with Committee members, 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.

(vi) The Company and Vendor agree that any dispute with respect to this Letter Agreement shall be determined by the Bankruptcy Court.

If you have any questions about this agreement please do not hesitate to contact the Fleming PACA reconciliation team at (972) 535-7149 or via e-mail at cms@fleming.com.

Sincerely,

/s/ Harry Morford

Harry Morford
Vice President of Produce Operations
Fleming Companies, Inc.

Agreed and Accepted by:
Produce Exchange Inc

By: ______________________________
Its: ______________________________

The Debtors

By: ______________________________
Its: ______________________________

Dated ____________________, 2003

Re: <u>Fleming Companies, Inc.</u>, <u>et al.</u> Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

EXHIBIT A

PACA Reconciliation Detail
Produce Exchange Inc
Additional Information Request

System ID	Division	PO	Invoice Number	Invoice Date	Invoice Amount
2907			32123	3/11/2003	$11,975 44
2488		993276	668552	3/14/2003	$10,633 90
2621		999226	671484	3/29/2003	$10,133 85
2573		998734	667147	3/8/2003	$10,037 05
2479		992366	672133	4/2/2003	$9,205 95
2525		996636	667523	3/11/2003	$8,670 70
2423		991448	663396	2/19/2003	$8,402 75
2936		990156	667141	3/8/2003	$8,193 65
2610		999060	667507	3/11/2003	$8,163 10
2603		998996	668972	3/18/2003	$7,819 60
2544		997261	671808	4/1/2003	$7,790 05
2659		991440	672444	4/3/2003	$7,560 00
2538		996988	671800	4/1/2003	$7,441 65
2456		992079	668995	3/18/2003	$7,303 20
2450		992002	668993	3/18/2003	$6,958 70
2336		990203	667495	3/11/2003	$6,736 40
2435		991832	667157	3/8/2003	$6,293 35
2608		999037	671804	4/1/2003	$6,157 60
2501		993529	671796	4/1/2003	$5,895 50
2486		993275	667511	3/11/2003	$5,867 25
2452		992010	668997	3/18/2003	$5,739 90
2353		990513	668544	3/14/2003	$5,595 40
2566		998612	667161	3/8/2003	$5,555 55
2408		991180	671725	3/31/2003	$5,444 65
2580		998778	669003	3/18/2003	$5,437.50
2851		980052	32543	4/4/2003	$5,288 20
2447		991966	668778	3/15/2003	$5,202 90
2437		991854	667517	3/11/2003	$5,178 50
2372		990747	667798	3/12/2003	$4,864 40

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

EXHIBIT A

PACA Reconciliation Detail
Produce Exchange Inc
Additional Information Request

System ID	Division	PO	Invoice Number	Invoice Date	Invoice Amount
2357		990556	668771	3/15/2003	$4,844 30
2363		990687	667504	3/11/2003	$4,805 80
2852		980051	32544	4/4/2003	$4,756 25
2568		998650	667521	3/11/2003	$4,723 10
2523		996402	662788	2/15/2003	$4,630 65
2477		992351	672135	4/2/2003	$4,622 35
2611		999068	672450	4/3/2003	$4,585 60
2661		999068	672450	4/3/2003	$4,585 60
2628		999332	672130	4/2/2003	$4,560 50
2438		991904	667518	3/11/2003	$4,547 55
2857		980087	32552	4/4/2003	$4,393 55
2458		992108	669793	3/21/2003	$4,135 10
2483		993243	667153	3/8/2003	$3,682 90
2853		980048	32546	4/4/2003	$3,654 15
2463		992171	670355	3/25/2003	$3,544 30
2466		992205	670703	3/26/2003	$3,536 55
2549		997921	670351	3/25/2003	$3,487 35
2557		998393	663387	2/19/2003	$3,403 70
2856		980086	32551	4/4/2003	$3,341 75
2577		998740	669785	3/21/2003	$3,294 65
2366		990701	669350	3/19/2003	$3,172 45
2855		980084	32550	4/4/2003	$3,021 05
2854		980045	32547	4/4/2003	$2,803 20
2442		991940	667804	3/12/2003	$2,740 00
2400		991024	670700	3/26/2003	$2,724 00
2433		991818	667159	3/8/2003	$2,607 80
2379		990795	668976	3/18/2003	$2,592 50
2850		980054	32542	4/4/2003	$2,561 45
2622		999281	670342	3/25/2003	$2,559 20

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

EXHIBIT A

PACA Reconciliation Detail
Produce Exchange Inc
Additional Information Request

System ID	Division	PO	Invoice Number	Invoice Date	Invoice Amount
2514		995855	667513	3/11/2003	$2,544 20
2613		999086	668550	3/14/2003	$2,538 35
2860		980085	32562	4/4/2003	$2,495 40
2474		992337	671487	3/29/2003	$2,415 00
2381		990799	668978	3/18/2003	$2,402 95
2385		990873	670701	3/26/2003	$2,384 95
2861		980081	32566	4/4/2003	$2,262 80
2553		998280	662768	2/15/2003	$2,192 00
2341		990334	667790	3/12/2003	$2,139 45
2652			416421	2/27/2003	$2,125 69
2445		991965	667807	3/12/2003	$2,087 40
2599		998951	671490	3/29/2003	$2,004 00
2593		998882	670041	3/22/2003	$1,919 40
2517		995956	668989	3/18/2003	$1,757 70
2865		980069	32572	4/4/2003	$1,755 30
2862		980056	32569	4/4/2003	$1,623 70
2510		995513	661832	2/12/2003	$1,576 00
2333		990180	641598	11/1/2002	$1,575 00
2859		980079	32561	4/4/2003	$1,566 55
2867		980072	32575	4/4/2003	$1,545 15
2081		991052	670568	3/25/2003	$1,348 00
2863		980067	32570	4/4/2003	$1,330 15
2519		995976	668990	3/18/2003	$1,268 00
2655			660823	2/7/2003	$1,192 80
2367		990701	669351	3/19/2003	$1,119 65
2660		997025	672449	4/3/2003	$1,090 00
2539		997025	672449	4/3/2003	$1,090 00
2390		990938	671787	4/1/2003	$1,003 50
2429		991712	665671	3/1/2003	$1,000 35

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

EXHIBIT A

PACA Reconciliation Detail
Produce Exchange Inc
Additional Information Request

System ID	Division	PO	Invoice Number	Invoice Date	Invoice Amount
2360		990613	668773	3/15/2003	$983 95
2497		993489	671163	3/28/2003	$935 00
2864		980068	32571	4/4/2003	$932 10
2420		991410	671990	4/1/2003	$891 00
2849		980024	32507	4/1/2003	$828 00
2478		992366	672132	4/2/2003	$822 00
2866		980071	32574	4/4/2003	$817 35
2858		980082	32560	4/4/2003	$778 15
2649			956612	12/9/2002	$662 79
2648			954441	6/21/2002	$646 88
2640			943017	10/15/2001	$607 50
2878		579887	670009	3/22/2003	$570 00
2301		5721 2	100926	6/11/2001	$500 00
2303		5721.2	100907	6/11/2001	$500 00
2304		5721 2	100904	6/11/2001	$500 00
2302		5721 2	100911	6/11/2001	$500 00
2642			997163	1/31/2003	$493 68
2876		837477	671780	4/1/2003	$480 00
2879		837476	671782	4/1/2003	$480 00
2562		998575	666003	3/4/2003	$411 00
2656			669510	3/19/2003	$351 00
2467		992220	670704	3/26/2003	$349 20
2431		991773	665997	3/4/2003	$315 50
2618		999176	661807	2/12/2003	$301 10
2641			102452	10/15/2001	$300 00
2639			102741	10/15/2001	$300 00
2653			272079	9/19/2002	$300 00
2654			272082	9/19/2002	$300 00
2645			950289	12/2/2002	$285 85

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

EXHIBIT A

PACA Reconciliation Detail
Produce Exchange Inc
Additional Information Request

System ID	Division	PO	Invoice Number	Invoice Date	Invoice Amount
2875		837475	671779	4/1/2003	$240 00
2877		837478	671781	4/1/2003	$240 00
2412		991250	671985	4/1/2003	$239 60
2522		996402	662786	2/15/2003	$229 35
2394		990978	670565	3/25/2003	$228 50
2418		991409	672125	4/2/2003	$222 75
2647			734991	10/31/2002	$205 51
2428		991712	665670	3/1/2003	$187 20
2556		998361	657026	1/21/2003	$156 50
2650			950911	1/14/2003	$148 50
2373		990754	668973	3/18/2003	$145 80
2616		999169	670333	3/25/2003	$134 80
2409		991180	671726	3/31/2003	$128 50
2377		990785	669557	3/20/2003	$119 25
2460		992146	670352	3/25/2003	$117 75
2644			600659	3/10/2003	$115 20
2588		998846	668545	3/14/2003	$113 50
2508		995202	659126	1/30/2003	$112 50
2643			41602	3/10/2003	$107 46
2338		990228	658602	1/28/2003	$105 00
2574		998735	669000	3/18/2003	$101 75
2347		990476	668766	3/15/2003	$99 25
2356		990556	668770	3/15/2003	$99 25
2526		996681	668557	3/14/2003	$97 50
2572		998734	667146	3/8/2003	$90.00
2551		997987	658597	1/28/2003	$90 00
2586		998845	667501	3/11/2003	$90 00
2530		996774	669008	3/18/2003	$67 50
2651			418940	3/31/2003	$61 30

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

EXHIBIT A

PACA Reconciliation Detail
Produce Exchange Inc
Additional Information Request

System ID	Division	PO	Invoice Number	Invoice Date	Invoice Amount
2521		996182	658619	1/28/2003	$60 00
2627		999332	672129	4/2/2003	$60 00
2601		998996	668970	3/18/2003	$60 00
2406		991180	671723	3/31/2003	$53 70
2537		996988	671799	4/1/2003	$52 50
2547		997711	656099	1/16/2003	$52 50
2506		994993	656107	1/16/2003	$52 50
2594		998889	660138	2/5/2003	$50 55
2646			957900	11/12/2002	$46 50
2320		703159	667162	3/8/2003	$45 00
2595		998924	670357	3/25/2003	$45 00
2315		701799	668980	3/18/2003	$37 50
2509		995505	663124	2/18/2003	$37 50
2317		701840	669560	3/20/2003	$30 00
2328		703302	669795	3/21/2003	$30 00
2607		999037	671803	4/1/2003	$23 55
2326		703271	669006	3/18/2003	$23 50
2619		999210	669786	3/21/2003	$23 50
2310		701647	667148	3/8/2003	$22 50
2332		709400	671805	4/1/2003	$22 50
2933		709661	671792	4/1/2003	$22 50
2569		998697	668982	3/18/2003	$22 50
2550		997936	659403	1/31/2003	$15 00
2322		703187	667808	3/12/2003	$15 00
2313		701757	668547	3/14/2003	$15 00
2324		703241	668555	3/14/2003	$15 00
2507		995072	657039	1/21/2003	$13 50
2392		990938	671789	4/1/2003	$8 85
2658			573596	3/31/2003	($0 50)

Re: <u>Fleming Companies, Inc.</u>, <u>et al.</u> Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Produce Exchange Inc**

EXHIBIT A

PACA Reconciliation Detail
Produce Exchange Inc
Additional Information Request

System ID	Division	PO	Invoice Number	Invoice Date	Invoice Amount
2919			LAC041894BB	3/12/2003	($61 30)
2615		999169	670332	3/25/2003	($134 80)
2662		978506	31269	1/24/2003	($1,331 45)
					$388,481 85

Exhibit "E"

to

The Produce Exchange, Inc.'s

None

Exhibit "F"

to

The Produce Exchange, Inc.'s

Declaration

THE PRODUCE EXCHANGE
7407 Southfront Road • Livermore, CA 94551 • (925) 454-8700

INVOICE NO: 669785

INVOICE DATE: 3/21/03

PAGE:

SOLD TO: FLEMING COMPANY
CTR/LAFAYETTE DIVISION
P.O. BOX 24660
OKLAHOMA CITY OK 73124

REMIT TO: THE PRODUCE EXCHANGE
P.O. BOX 980966
WEST SACRAMENTO CA 95798-0966

DATE SHIPPED : 3/18/03
DATE DELIVERED : 3/18/03
TERMS FOB 7 DAYS

SHIP VIA : FLEMING COMPANY
YOUR P.O. NO. : 998740
LOAD NO. : 304950

QUANTITY	DESCRIPTION		LABEL	PRICE	AMOUNT
60	VINE RIPE LOOSE 5X6 TOMATO	CTN	FOB	12.85	771.00
88	4X5 TOMATOES	FLAT	FOB	16.85	1,482.80
81	LARGE ROMAS	LUG	FOB	12.85	1,040.85
229	QUANTITY TOTAL				
	THIS SAME PO IS ALSO ON INVOICE# 669784				

The Perishable Agricultural Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

INVOICE TOTAL 3,294.65

WHEN CALLING THE PRODUCE EXCHANGE, PLEASE REFER TO LOAD #
304550

CONTRACT OF HAUL

THE PRODUCE EXCHANGE
7407 Southfront Road, Livermore, CA 94550 • (925) 454-8702
Truckers Watts 1 (800) 333-6531

P.O. # 998740

RECEIVER FLEMING COMPANY

PHONE # 337 7373304 ALT # 972 9068406

DELIVERY ADDRESS 113 KOL DRIVE BROUSSARD LA

EXPECTED DAY, DATE, & TIME OF DELIVERY

TRAILER LIC # 59R121 TX

TRUCK BROKER FLEMING COMPANY TRUCK NAME FLEMING COMPANY

DRIVER AGREES TO CALL THE PRODUCE EXCHANGE AT 1 (800) 333-6531 OR (925) 454-8702 EVERY MORNING OUT, BETWEEN 8:00 AM AND 10:00 AM PACIFIC STANDARD TIME AND UPON COMPLETION OF FINAL DELIVERY. FAILURE TO DO SO MAY RESULT IN A $50.00 PENALTY. FAILURE TO REPORT ANY DELAY IN EXPECTED DELIVERY TIMES AS WELL AS FAILURE TO REPORT ANY DAMAGES, SHORTAGES, REJECTIONS, OR WRONG ITEMS TO THE PRODUCE EXCHANGE MAY RESULT IN A MINIMUM OF A $100.00 PENALTY. WE DON'T WANT TO PENALIZE YOU, WE WANT TO TALK TO YOU.

FOUT NOG

PALLETS IN ______ PALLETS OUT ______

PRINT DRIVER'S NAME ______

CHEP BLUE IN ______ OUT ______

DRIVER'S SIGNATURE ______

SET AND MAINTAIN TEMPERATURE AT 42 °F.

ORDERED	SHIPPED	DESCRIPTION	
	60 CTN	VINE RIPE LOOSE 5X6 TOMATO	FMRSBEST
	88 FLAT	4X5 TOMATOES	CASABLANC
	61 LUG	LARGE ROMAS	FMRSBEST
	3 EACH	PALLET WRAP	
	232 * TOTALS	THIS CUSTOMER *	

SIGNED (SHIPPER) ______

DRIVER'S RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD ORDER.

DRIVER'S SIGNATURE: ______ DATE 3/18/03 TIME OUT ______ AM PM

DELIVERY RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD CONDITION EXCEPT AS NOTED

HERE: ______

______ DATE ______ TIME REC'D ______ AM PM

THE PRODUCE EXCHANGE

7407 Southfront Road • Livermore, CA 94550 • (925) 454-8700

INVOICE NO: 669350

INVOICE DATE: 3/19/03

PAGE:

SOLD TO: FLEMING FOODS
CTF/NORCAL DIVISION
PO BOX 24840
OKLAHOMA CITY OK 73124

REMIT TO: THE PRODUCE EXCHANGE
P.O. BOX 980966
WEST SACRAMENTO CA 95798-0966

DATE SHIPPED : 3/14/03
DATE DELIVERED : 3/16/03
TERMS : FOB 7 DAYS

SHIP VIA : TRANS-PRO EXPRESS
YOUR P.O. NO. : 990701
LOAD NO. : 305055

QUANTITY	DESCRIPTION	LABEL		PRICE	AMOUNT
5	BANANA SQUASH CTN	CTN	FOB	12.85	64.25
12	GRAPE CHERRY TOMATO 1PT	FLAT	FOB	8.85	106.20
18	12/7 OZ SWEET GRAPE CHTOM	BOX	FOB	8.85	159.30
10	12/1 PT CLAM SHELL CHTOM	FLAT	FOB	10.85	108.50
20	20# PICKLING CUCUMBER	CTN	FOB	14.85	297.00
14	18 COUNT EGGPLANT	CTN	FOB	6.85	95.90
5	24 COUNT EGGPLANT	CTN	FOB	6.85	34.25
21	MEDIUM RED BELL PEPPERS	CTN	FOB	16.85	353.85
40	4X5 TOMATOES	FLAT	FOB	16.85	674.00
16	FCY YELLOW STRAIGHT NECK SQ	LUG	FOB	14.85	237.60
96	FANCY ZUCCHINI SQUASH	LUG	FOB	10.85	1,041.60
257	QUANTITY TOTAL				
	THIS SAME PO IS ALSO ON INVOICE: 669349,669351				

The Perishable Agricultural Commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

INVOICE TOTAL 3,172.45

PAUL

WHEN CALLING THE PRODUCE EXCHANGE, PLEASE REFER TO LOAD # 305055

OF 5

THE PRODUCE EXCHANGE

7407 Southfront Road, Livermore, CA 94550 • (925) 454-8702
Truckers Watts 1 (800) 333-6531

(2)

RECEIVER FLEMING FOODS P.O # 990701

DELIVERY ADDRESS 4276 TRACY BOULEVARD TRACY CA PHONE # 209 8335219 ALT #972 9068406

EXPECTED DAY, DATE, & TIME OF DELIVERY SUNDAY 3/16 930AM

TRUCK BROKER TRANS-PRO EXPRESS TRUCK NAME TRANS-PRO EXPRESS TRAILER LIC # HT20933 CA

DRIVER AGREES TO CALL THE PRODUCE EXCHANGE AT 1 (800) 333-6531 OR (925) 454-8702 EVERY MORNING OUT BETWEEN 8:00 AM AND 10:00 AM PACIFIC STANDARD TIME AND UPON COMPLETION OF FINAL DELIVERY. FAILURE TO DO SO MAY RESULT IN A $50.00 PENALTY. FAILURE TO REPORT ANY DELAY IN EXPECTED DELIVERY TIMES AS WELL AS FAILURE TO REPORT ANY DAMAGES, SHORTAGES, REJECTIONS OR WRONG ITEMS TO THE PRODUCE EXCHANGE MAY RESULT IN A MINIMUM OF A $100.00 PENALTY. WE DON'T WANT TO PENALIZE YOU, WE WANT TO TALK TO YOU!

PALLETS IN PALLETS OUT

CHEP BLUE IN OUT PRINT DRIVER'S NAME 25ABEXE 5801 MOG

SET AND MAINTAIN TEMPERATURE AT 48 DRIVER'S SIGNATURE

ORDERED	SHIPPED	DESCRIPTION	
	49 CTN	ROUND BEANS	SUNFED
	20 CTN	20# PICKLING CUCUMBER	SELECT
	15 CTN	18 SIZE ENGLISH CUKES	RFLAVOR
	96 LUG	FANCY ZUCCHINI SQUASH	KING PLUS
	4 LUG	FCY YELLOW STRAIGHT NECK SQ	TOSALI
	12 LUG	FCY YELLOW STRAIGHT NECK SQ	VUCO
	5 CTN	BANANA SQUASH CTN	SI SENOR
	7 BOX	10/3CT STOP LIGHT BELL PEPPER	
	3 BOX	10/3CT STOP LIGHT BELL PEPPER	NL
	14 CTN	18 COUNT EGGPLANT	VG
	5 CTN	24 COUNT EGGPLANT	VG
	21 CTN	MEDIUM RED BELL PEPPERS	FB
	40 FLAT	4X5 TOMATOES	RENE
	10 FLAT	12/1 PT CLAM SHELL CHTOM	GOODDOG
	18 BOX	12/7 OZ SWEET GRAPE CHTOM	JG

C.D.F.A. BLYTHE INSPECTION STATION MAR 2003

SIGNED (SHIPPER)

*****SEE NEXT PAGE*****

DRIVER'S RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD ORDER

DRIVER'S SIGNATURE DATE 3/14/03 TIME OUT AM PM

DELIVERY RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD CONDITION EXCEPT AS NOTED

HERE:

RECEIVER'S SIGNATURE: DATE TIME REC'D AM PM

CONTINUED FROM PRIOR PAGE

PAGE 2 OF 5
WHEN CALLING THE PRODUCE EXCHANGE, PLEASE REFER TO LOAD #
305055

2

THE PRODUCE EXCHANGE

7407 Southfront Road, Livermore, CA 94550 • (925) 454-8702
Truckers Watts 1 (800) 333-6531

P.O. # 990701

RECEIVER FLEMING FOODS

DELIVERY ADDRESS 4276 TRACY BOULEVARD TRACY CA   PHONE # 209 8335219   ALT # 972 9068406

EXPECTED DAY, DATE, & TIME OF DELIVERY SUNDAY 3/16 930AM

TRUCK BROKER TRANS-PRO EXPRESS   TRUCK NAME TRANS-PRO EXPRESS   TRAILER LIC # HT20533 CA

DRIVER AGREES TO CALL THE PRODUCE EXCHANGE AT 1 (800) 333-6531 OR (925) 454-8702 EVERY MORNING OUT BETWEEN 8:00 AM AND 10:00 AM PACIFIC STANDARD TIME AND UPON COMPLETION OF FINAL DELIVERY. FAILURE TO DO SO MAY RESULT IN A $50.00 PENALTY. FAILURE TO REPORT ANY DELAY IN EXPECTED DELIVERY TIMES AS WELL AS FAILURE TO REPORT ANY DAMAGES, SHORTAGES, REJECTIONS OR WRONG ITEMS TO THE PRODUCE EXCHANGE MAY RESULT IN A MINIMUM OF A $100.00 PENALTY. WE DON'T WANT TO PENALIZE YOU. WE WANT TO TALK TO YOU.

PALLETS IN ______ PALLETS OUT ______   PRINT DRIVER'S NAME S&BEXP 9987 NOG

CHEP BLUE IN ______ OUT ______   DRIVER'S SIGNATURE ______

SET AND MAINTAIN TEMPERATURE AT 40

ORDERED	SHIPPED	DESCRIPTION
	12 FLAT	GRAPE CHERRY TOMATO 1PT PAHURER
	25 CTN	STICKERED HOTHOUSE VINE TOMATO DELCAMPO
	356 *	TOTALS THIS CUSTOMER *

C.D.F.A. BLYTHE INSPECTION STATION MAR 2003
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

SIGNED (SHIPPER) ______

DRIVER'S RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD ORDER

DRIVER'S SIGNATURE ______ DATE 3/14/03 TIME OUT ______ AM PM

DELIVERY RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD CONDITION EXCEPT AS NOTED

HERE: ______

RECEIVER'S SIGNATURE: ______ DATE 3/16/03 TIME REC'D ______ AM PM

THE PRODUCE EXCHANGE.

7407 Southfront Rd
Livermore, Ca 94550
(925) 454-8700

INVOICE NO: 32550
INVOICE DATE: 04/04/2003
PAGE: 1

SOLD TO
FLEMING FOODS
FOOD MAXX CHICO VENDOR DIRECT
PO BOX 15127
SACRAMENTO, CA 95851

REMIT TO:
THE PRODUCE EXCHANGE, INC.
P.O. BOX 980966
WEST SACRAMENTO, CA

DATE DELIVERED: Monday March 31, 2003
TERMS: DEL 7 DAYS
OUR CUST. CODE: MAXCH

SHIP VIA: TRANSPRO EXPRESS
YOUR P.O. NO.: 980084
YOUR CUST NO.: 25080
LOAD NO.: 305982

Quantity	Commodity Description	Price Per Unit	Extended Price
40	TOMATOES - LG HOT HOUSE	$8.91	$356.40
1	CHERRY TOMATOES - CHERRY 1 PT	$15.85	$15.85
1	CHERRY TOMATOES - GRAPE CH 1 PINT	$14.85	$14.85
80	ROMA TOMATOES - ROMA STRIP	$13.85	$1,108.00
2	CUCUMBERS - 14 SZ ENG	$8.85	$17.70
15	BELL PEPPERS - LG	$18.85	$282.75
30	CUCUMBERS - LARGE	$10.70	$321.00
15	ZUCCHINI SQUASH - MEXICAN GREY	$8.35	$125.25
12	ZUCCHINI SQUASH - MED	$6.95	$83.40
3	BEANS - ROUND	$33.75	$101.25
2	EGGPLANT - 24 CT	$11.30	$22.60
88	MANGOES - ATAULFO 20 SZ	$6.50	$572.00
		TOTAL DUE:	$3,021.05

Run Date: 04/04/2003
Run Time: 08:51:45

HAUL

DROP 2 OF 5

WHEN CALLING THE PRODUCE EXCHANGE, PLEASE REFER TO LOAD #

305982

THE PRODUCE EXCHANGE

7407 Southfront Road, Livermore, CA 94550-9247 • (925) 454-8702
Truckers Watts 1 (800) 333-6531

RECEIVER FOOD 4 LESS SACTO DIVISIN P.O # 980084

DELIVERY ADDRESS 2051 WHITMAN AVE CHICO CA PHONE # 530 8941050 ALT. # 209 8335204

EXPECTED DAY, DATE, & TIME OF DELIVERY MONDAY 3/31 9AM

TRUCK BROKER TRANS-PRO EXPRESS TRUCK NAME TRANS-PRO EXPRESS TRAILER LIC # HT20933 CA

DRIVER AGREES TO CALL THE PRODUCE EXCHANGE AT 1 (800) 333-6531 OR (925) 454-8702 EVERY MORNING OUT BETWEEN 8:00 AM AND 11:00 AM PACIFIC STANDARD TIME AND UPON COMPLETION OF FINAL DELIVERY. FAILURE TO DO SO MAY RESULT IN A $50.00 PENALTY. FAILURE TO REPORT ANY DELAY IN EXPECTED DELIVERY TIMES AS WELL AS FAILURE TO REPORT ANY DAMAGES, SHORTAGES, REJECTIONS OR WRONG ITEMS TO THE PRODUCE EXCHANGE MAY RESULT IN A MINIMUM OF A $100.00 PENALTY. WE DON'T WANT TO PENALIZE YOU - WE WANT TO TALK TO YOU.

KARL

PALLETS IN PALLETS OUT

CHEP BLUE IN OUT PRINT DRIVER'S NAME

SET AND MAINTAIN TEMPERATURE AT DRIVER'S SIGNATURE

ORDERED	SHIPPED	DESCRIPTION	
	40 CTN	HOT HOUSE 45 COUNT TOMATO	CHIQUITA
	1 FLAT	12/1 PT CLAM SHELL CHTOM	GOOD DOG
	1 FLAT	GRAPE CHERRY TOMATO 1PT	PAUHER
	80 LUG	XTRA LARGE ROMA	RENE
	2 CTN	14 SIZE ENGLISH CUKES	
	15 CTN	LARGE BELL PEPPERS	ALPHA
	30 CTN	LARGE CUCUMBER	SUPERNOVA
	15 LUG	FANCY WHITE ZUCCHINI SQUASH	BURNAND
	12 LUG	MEDIUM ZUCCHINI SQUASH	MAGIC
	3 CTN	ROUND BEANS	JJ-AG
	2 CTN	24 COUNT EGGPLANT	JOVA
	80 CTN	ATAULFO MANGOS 20CT	CHAMPAGNE
	289 * TOTALS THIS CUSTOMER *		

CDFA MAR 2003

SIGNED (SHIPPER)

DRIVER'S RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD ORDER

DRIVER'S SIGNATURE DATE TIME OUT

DELIVERY RECEIPT: RECEIVED THE LOAD DESCRIBED ABOVE IN APPARENT GOOD CONDITION EXCEPT AS NOTED

HERE:

RECEIVER'S SIGNATURE: DATE 3/31/03 TIME REC'D AM PM