

EXHIBIT D

EXHIBIT 1

FACILITY STANDBY AGREEMENT

THIS FACILITY STAND BY AGREEMENT (the "Agreement") is made as of May 15, 2001 (the "Effective Date"), by FLEMING COMPANIES, INC., an Oklahoma corporation ("Fleming"), and Russell's Food Store, Inc., a Tennessee corporation ("Retailer"), with reference to the following circumstances:

- (i) Fleming is a full-line wholesale supplier of food, grocery, and related products through its product supply center at 500 South Cartwright Street, Goodlettsville, TN 37072 and other locations; and
- (ii) Retailer is a retailer of food, grocery, and related products and operates retail grocery stores at the locations listed on Exhibit "A" hereto (the "Stores"); and
- (iii) Retailer contemplates acquiring and/or developing additional retail grocery stores from time to time during the term of this Agreement and desires that the additional stores be subject to this Agreement; and
- (iv) By a concurrent transaction, Fleming has made a loan to Retailer; and
- (v) Retailer has requested that Fleming be prepared to supply to Retailer a certain amount of food, grocery, and related products, and to be able to do so Fleming will have to commit certain resources, including capital, employees, inventory, equipment, and facilities.
- (vi) Retailer acknowledges that but for Retailer's covenants and agreements in this Agreement, Fleming would not have agreed to commit its resources for the benefit of Retailer, entered into this Agreement, and/or made the loan to Retailer.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants stated below, the parties agree as follows:

1. Fleming's Commitment to Supply. Throughout the term of this Agreement, Fleming will maintain capital, employees, inventory, equipment, and facilities sufficient to supply Products to Retailer in quantities sufficient to allow Retailer to meet the Teamwork Score described in Section 3 of this Agreement.
2. Price and Other Terms of Sale. Except as hereinafter provided, the Products sold to Retailer pursuant to this Agreement shall be priced, and other terms of sale shall be established, at levels which are generally consistent with the Nashville Division Sell Plan and Support Program dated June 8, 1998, a copy of which is attached hereto as Exhibit B, pursuant to which Retailer is purchasing products for the Stores, which is hereby incorporated by reference and which has been reviewed with Retailer, as

anniversary date by either party on six (6) months' prior written notice; provided however, such termination by Retailer shall not occur until (i) Retailer is no longer obligated under any agreement with Fleming, or any affiliate of Fleming; and (ii) all of Retailer's financial obligations to Fleming, and all affiliates of Fleming, have been fully paid and satisfied; provided further, however, in no event will the term of this Agreement extend beyond twenty (20) years from the date hereof.

5. Default.

(a) Default by Retailer. If Retailer fails to perform in any material respect any of its obligations under this Agreement, then Retailer shall be in default and Fleming shall have all rights and remedies available under law, including, without limitation, the right to immediately stop shipment of Products, the right to immediately terminate this Agreement by written notice, and the right of specific enforcement of the obligations of Retailer. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Retailer shall have five (5) days from receipt of the notice of termination from Fleming within which to cure the monetary default. Fleming shall not be obligated to ship any Products to Retailer during such five days. Fleming's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Fleming. In no event whatsoever shall Retailer be liable to Fleming for, and Fleming waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), unless such limitation, under the circumstances, is unconscionable or violates public policy.

(b) Default by Fleming. If Fleming fails to perform in any material respect any of its obligations under this Agreement, then Fleming shall be in default and Retailer shall have the right to immediately terminate this Agreement by written notice and pursue all remedies available under this Agreement or law by reason of such default, including, without limitation, specific enforcement of the obligations of Fleming. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Fleming shall have five (5) days from receipt of the notice of termination from Retailer within which to cure the monetary default. Retailer's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Retailer. In no event whatsoever shall Fleming be liable to Retailer for, and Retailer waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), unless such limitation, under the circumstances, is unconscionable or violates public policy.

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

conducted within ninety (90) days from the service of the statement of claim. All proceedings shall be governed by the Federal Arbitration Act.

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

The parties hereby WAIVE THE RIGHT TO SEEK OR RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES unless, the arbitrator(s) or a court of competent jurisdiction determines that this limitation, under the circumstances, is unconscionable or violates public policy.

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

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

7. Change of Control. If Fleming does not elect to exercise its right of first refusal provided in Section 8 below and there has been a Change of Control, upon thirty (30) days written notice to Retailer Fleming may terminate this Agreement.

8. Right of First Refusal. Subject to the written consent of Fleming as may be required under any other agreement between Fleming and Retailer, (including without limitation, under any security agreement or lease/sublease between Fleming or its affiliate and Retailer), in the event Retailer desires to lease/sublease and/or sell, assign or otherwise transfer, other than in the ordinary course of its business, (a) all or any part of its Assets, or (b) any Equity Owner desires to sell, assign or otherwise transfer in excess of fifty percent (50%) of an Equity Interest in Retailer or otherwise transfer in excess of fifty percent (50%) of the ownership or control of Retailer and in the event Retailer/Equity Owner shall have received a bona fide offer for such lease/sublease and/or sale, Retailer/Equity Owner shall promptly notify Fleming in writing of such offer. The notice shall state the name and address of the proposed lessee/sublessee and/or purchaser and the terms of the proposed lease/sublease or sale, including the price and manner and time of payment and other terms and conditions of such proposed lease/sublease or sale and shall be accompanied by a complete copy of the offer. Within thirty (30) days after receipt of such notice, Fleming may elect to lease/sublease and/or purchase as the case may be, the Assets or the Equity Interest, which is the subject of such offer, upon the terms and conditions as are contained in the offer by providing Retailer/Equity Owner with a written

notice of election to lease/sublease and/or purchase. Retailer/Equity Owner shall thereupon lease/sublease and/or sell as the case may be, the Assets or Equity Interest to Fleming upon the same terms and conditions as are contained in the offer from such third party, except that in the event of a sale of the Assets or Equity Interest, Retailer/Equity Owner agrees that it shall be bound to comply with the applicable laws of the states in which the Stores are located, to pay or otherwise satisfy any and all claims, liens, taxes and encumbrances in connection therewith and to deliver to Fleming good and marketable title for the Assets or Equity Interest being conveyed to Fleming.

In the event such offer is not accepted by Fleming within thirty (30) days from the date of delivery of the notice of the written offer and provided the written consent of Fleming as required by any lease/sublease or other agreement between Fleming and Retailer has been given, Retailer shall have the right for a period of ninety (90) days to lease/sublease or sell, as the case may be, the Assets or Equity Interest in Retailer to the third party specified in the written notice at a price not less than and upon terms and conditions no more favorable than offered to Fleming. If the proposed sale or lease/sublease is not consummated within such ninety (90) day period, the Assets and Equity Interest in Retailer shall again become subject to the restrictions of this right of first refusal. Notwithstanding the foregoing, nothing herein shall be construed as allowing Retailer to lease/sublease any store premises or transfer any leasehold interest therein through an assignment or otherwise, without the prior written consent of Fleming if any store premises are being leased/subleased by Retailer from Fleming or its affiliates. Furthermore, in order to preserve Fleming's right of first refusal in the Equity Interest, each Equity Owner shall, contemporaneously with the execution of this Agreement, provide evidence to Fleming that the following restrictive legend has been conspicuously stated on the face of all certificates of stock or other similar type documents evidencing the Equity Interest in Retailer:

"The shares of stock evidenced by this certificate are subject to a right of first refusal to purchase such shares granted to Fleming Companies, Inc.

Notwithstanding anything contained in this Agreement to the contrary, the right of first refusal granted hereunder to Fleming shall survive any termination of this Agreement unless Fleming specifically terminates such right of first refusal in writing. Furthermore, Fleming may assign this right of first refusal to any person or entity independent of or with any assignment of this Agreement.

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

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

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

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

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

(a) Notices to Fleming:

Fleming Companies, Inc.
500 S. Cartwright Street
Goodlettsville, TN 37072
Attention: Milton Milam

With copies to:

Fleming Companies, Inc.
6301 Waterford Boulevard
Oklahoma City, Oklahoma 73118
Attn: Associate General Counsel

(b) Notices to Retailer:

Russell's Food Store, Inc.
P. O. Box 23747
Chattanooga, Tennessee 37422
Attn: Gordon B. Russell, President

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

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

charged by Fleming to Retailer. Such amount will be paid and such supplies and products will be delivered by Fleming to Retailer within ten (10) days after termination of this Agreement.

15. Miscellaneous.

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

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

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

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

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

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

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

(h) Limitation of Actions. An action for breach of this Agreement must be commenced within two (2) years after the cause of action has accrued by sending the other party a statement of claim and demand for arbitration. A cause of action is accrued when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach.

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

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

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

(l) Partial Invalidity. Should any clause or provision of this Agreement be determined to be invalid, void or unenforceable for any reason, such invalid, void or unenforceable clause or provision shall not affect the balance of this Agreement, but such balance of this Agreement shall remain in full force and effect.

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

"Additional Stores" means additional retail grocery stores acquired or developed by Retailer during the term of this Agreement.

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, Controls Retailer (a "Controlling Person") or any Person that is Controlled by or is under common Control with a Controlling Person.

"Assets" means any of the Stores or any substantial asset or assets in any Store, including, without limitation the land and building where an owned Store is located and the leasehold interest in a leased Store, together with substantially all furniture, fixtures, equipment, inventory, accounts, general intangibles, and other personal property of any kind or character that is used in connection with any Store.

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

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

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

"Equity Owner" means any person or entity owning any Equity Interest in Retailer.

"Facility Stand By Fee" shall have the meaning described in Section 3(a) of this Agreement.

"Initial Term" shall have the meaning stated in Section 4 of this Agreement.

"Offer" means any proposal or offer for the acquisition of any of the Assets, other than in the ordinary course of Retailer's business, or any Equity Interest made by or on behalf of any Person.

"Period" means any of the 13 four-week periods into which Fleming divides each calendar year for Fleming's internal accounting purposes.


"Person" means any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an

unincorporated organization, or a governmental entity (or any department agency or political subdivision thereof).

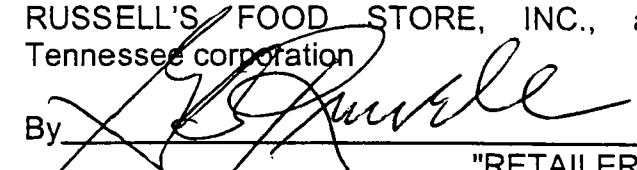
"Products" means food, grocery, meat, perishables, and other related products, supplies, and merchandise described in the Selling Plan that Fleming offers for sale to its other retail customers.

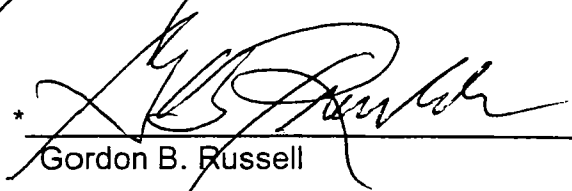
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

FLEMING COMPANIES, INC., an Oklahoma corporation

By  5-18-01
"FLEMING"

RUSSELL'S FOOD STORE, INC., a Tennessee corporation

By 
"RETAILER"

* 
Gordon B. Russell

*Executed for the purpose of agreeing to the provisions of Section 8 hereof.

EXHIBIT A

Stores

Russell's Foods
524 North Gateway
Rockwood, Tennessee

Piggly Wiggly
3507 Chattanooga Road
Tunnel Hill, Georgia

EXHIBIT B

Nashville Division Sell Plan and Support Program

EXHIBIT 2

2F000075-01 100101415609/12/200300026188221551000015583790155
 Statement For: Customer # 261082 (015583790)
 S T A T E M E N T
 Nashville Division
 P.O. Box 268973
 Oklahoma City, OK 73126
 3507 CHATTANOOGA ROAD
 TUNNEL HILL, GA 30755-0000

OPEN INVOICES AND CREDITS

Page 1
 Date 09/12/2003
 Statement # 1001014156

Distribution Center Customer Service

Invoice Date	Invoice Number	Reference	Start Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
05/31/2001	0630689	644745	06/01/2001	WEEKLY CIRCULARS	725	484.35	484.35	0.00	
06/04/2001	0631098	645298	06/08/2001	WEEKLY CIRCULARS	725	434.99	434.99	0.00	
07/23/2001	0639508	623479	07/21/2001	WEEKLY CIRCULARS	725	418.20	418.20	0.00	
08/13/2001	0644528	649583	08/11/2001	WEEKLY CIRCULARS	725	571.91	571.91	0.00	
08/14/2001	0644880	650699	08/17/2001	WEEKLY CIRCULARS	725	545.91	545.91	0.00	
08/20/2001	0646459	650759	08/24/2001	WEEKLY CIRCULARS	725	510.77	510.77	0.00	
09/03/2001	0820763		09/07/2001	MEAT REGULAR	300	1,392.26	1,392.26	2,329.11	40.228
09/05/2001	0850047	112691	09/07/2001	SHELF LABELS	725	250.00	250.00	0.00	
10/04/2001	0061497		10/05/2001	AD GROUP FEE	725	50.00	50.00	0.00	
10/16/2001	0657608	119980	10/19/2001	RETAIL DEVELOPMENT	745	9,790.53	9,790.53	0.00	
10/16/2001	0657609	119980	10/19/2001	GEORGIA SALES TAX	710	391.60	391.60	0.00	
11/20/2001	0663829	123023	11/23/2001	RETAIL DEVELOPMENT	745	406.26	406.26	0.00	
11/20/2001	0663830	123023	11/23/2001	GEORGIA SALES TAX	710	16.26	16.26	0.00	
01/14/2002	0673807	640424	01/18/2002	WEEKLY CIRCULARS	725	400.10	400.10	0.00	
01/15/2002	0673967	236388	01/18/2002	INVENTORY SERVICE	725	1,128.08	1,128.08	0.00	
04/22/2002	0251358		04/26/2002	DAIRY REGULAR	500	771.28	771.28	1,063.66	27.498
04/22/2002	0251358		04/26/2002	DAIRY 1ST CNTRL LABEL	500	119.95	119.95	173.14	30.728
12/18/2002	0050149		12/20/2002	EGGS	591	152.16	152.16	206.82	26.438
12/18/2002	0050150		12/20/2002	GMD RETAIL ZONE	700	5.00	5.00	0.00	
01/27/2003	0781606	649797	01/31/2003	GMD RETAIL ZONE	700	770.06	770.06	0.00	
01/28/2003	0168073	NE0107	02/01/2003	HABA	700	0.90	0.90	0.00	
01/28/2003	0168275	BL0107	02/01/2003	HABA	700	0.90	0.90	0.00	
01/28/2003	0168382	DI0107	02/01/2003	HABA	700	0.90	0.90	0.00	
01/29/2003	0054195	BO0107	02/07/2003	HABA	700	0.90	0.90	0.00	
01/29/2003	0054195		02/07/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
02/03/2003	0441704	012948	02/07/2003	MCGADREY	875	5.00	5.00	0.00	
02/03/2003	0441705	303881	02/07/2003	FLEMING DAIRY	875	1,043.91	1,043.91	0.00	
02/03/2003	0753779		02/07/2003	FUEL ADJUSTMENT	715	446.53	446.53	0.00	
02/03/2003	0763187	343178	02/07/2003	DAIRY DELIVERY CHARGE	512	1.00	1.00	0.00	
02/03/2003	0442560	640121	02/07/2003	GEORGIA SALES TAX	710	4.96	4.96	0.00	
02/06/2003	0043851	304363	02/07/2003	FLEMING DAIRY	728	274.99	274.99	0.00	
02/06/2003	0043851		02/07/2003	AUTO ORDERING-MSI	595	15.00	15.00	0.00	
02/06/2003	0043851		02/07/2003	AD GROUP FEE	725	50.00	50.00	0.00	
02/06/2003	0043851		02/07/2003	SHELF LABELS	765	20.00	20.00	0.00	
02/06/2003	0043851		02/07/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/06/2003	0043851		02/07/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/06/2003	0445029	300957	02/07/2003	FUEL ADJUSTMENT	595	483.41	483.41	1.61	
02/10/2003	0753717		02/14/2003	FUEL ADJUSTMENT	715	1.61	1.61	0.00	
02/10/2003	0764668		02/14/2003	CASE LABEL CHARGE	101	13.47	13.47	0.00	
02/10/2003	0764668		02/14/2003	GROC ZND CONTROL LABEL	104	21.16	21.16	32.04	33.968
02/10/2003	0764668		02/14/2003	FUEL ADJUSTMENT	715	11.56	11.56	0.00	
02/10/2003	0764669		02/14/2003	CIGARS	111	18.22	18.22	23.50	
02/10/2003	0764671		02/14/2003	CASE LABEL CHARGE	101	1.35	1.35	0.00	
02/10/2003	0764674		02/14/2003	MEAT REPAK SUPPLY	302	43.49	43.49	0.00	

OPEN INVOICES AND CREDITS

Date	Invoice Number	Reference	Stat	Description	Product Group	Detail Amount	Document Total	Retail	GM %
02/10/2003	0764674		02/14/2003	LOCAL SALES TAX	711	0.56	44.05	0.00	
02/12/2003	0053503		02/21/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
02/12/2003	0053504		02/21/2003	FLEMING DAIRY	595	489.62	489.62	0.00	
02/17/2003	0445040	305631	02/21/2003	GROCERY DELIVERY CHARG	142	48.53	48.53	0.00	
02/17/2003	0766935	345530	02/21/2003	DAIRY DELIVERY CHARG	512	4.74	4.74	0.00	
02/18/2003	0445185	306127	02/21/2003	FLEMING DAIRY	595	423.87	423.87	0.00	
02/19/2003	0056179		02/28/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
02/19/2003	0056180		02/28/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
02/20/2003	0051886		02/21/2003	AUTO ORDERING-MSI	738	15.00	15.00	0.00	
02/20/2003	0051887		02/21/2003	MSI SALES TAX	710	0.60	0.60	0.00	
07/09/2003	0100126198		02/21/2003	Partial payment for 0051887	710	0.20	0.20	0.00	
02/20/2003	0051890		02/21/2003	AD GROUP FEE	725	50.00	50.00	0.00	
02/20/2003	0051892	0236	02/21/2003	SHELF LABELS	765	20.00	20.00	0.00	
02/20/2003	0051893		02/21/2003	STATE SALES TAX	710	0.80	0.80	0.00	
02/20/2003	0051894	0236	02/21/2003	LOCAL SALES TAX	711	0.40	0.40	0.00	
02/20/2003	0051895		02/21/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/20/2003	0052163		02/21/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/20/2003	0155132		02/21/2003	SERVICE FEE-FROZEN	419	36.22	36.22	0.00	
02/20/2003	0155132		02/21/2003	SHELL ALLOWANCE	101	2.46	2.46	0.00	
02/20/2003	0172821		02/21/2003	RESTOCKING	713	162.00	164.46	0.00	
02/20/2003	0172821	D10121	02/28/2003	HABA	700	0.90	0.90	0.00	
02/20/2003	0172950	B00121	02/28/2003	HABA	700	1.80	1.80	0.00	
02/20/2003	0767910	346078	02/21/2003	GROCERY DELIVERY CHARG	142	58.19	58.19	0.00	
02/24/2003	0767911	346078	02/21/2003	DAIRY DELIVERY CHARG	512	5.14	5.14	0.00	
02/24/2003	0768770	346724	02/28/2003	GROCERY DELIVERY CHARG	142	47.48	47.48	0.00	
02/24/2003	0768771	346724	02/28/2003	DAIRY DELIVERY CHARG	512	5.36	5.36	0.00	
02/24/2003	0789394		02/28/2003	FROZEN FISH	400	523.61	523.61	0.00	
02/24/2003	0789394		02/28/2003	FROZEN FISH	400	28.44	28.44	0.00	
02/24/2003	0789394		02/28/2003	CASE LABEL CHARGE	400	1.08	1.08	0.00	
02/24/2003	0789394		02/28/2003	ICE CREAM	403	35.95	35.95	0.00	
02/24/2003	0789394		02/28/2003	PROC 1ST CONTROL LABEL	403	59.87	59.87	0.00	
02/26/2003	0058680		02/28/2003	FUEL ADJUSTMENT	713	0.77	0.77	0.00	
02/26/2003	0058681		03/07/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
02/27/2003	0055871		03/07/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
02/27/2003	0055872	0237	02/28/2003	AUTO ORDERING-MSI	738	15.00	15.00	0.00	
02/27/2003	0055872	0237	02/28/2003	MSI SALES TAX	710	0.60	0.60	0.00	
02/27/2003	0055873	0237	02/28/2003	LOCAL SALES TAX	711	0.30	0.30	0.00	
02/27/2003	0055875		02/28/2003	AD GROUP FEE	725	50.00	50.00	0.00	
02/27/2003	0055877		02/28/2003	AD GROUP FEE	725	20.00	20.00	0.00	
02/27/2003	0055878	0237	02/28/2003	SHELF LABELS	711	0.80	0.80	0.00	
02/27/2003	0055879	0237	02/28/2003	STATE SALES TAX	710	0.40	0.40	0.00	
02/27/2003	0055879	0237	02/28/2003	LOCAL SALES TAX	711	0.40	0.40	0.00	
02/27/2003	0055880	0237	02/28/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/27/2003	0055880	0237	02/28/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/27/2003	0055882	347250	02/28/2003	SERVICE FEE-FROZEN	419	36.15	36.15	0.00	
02/27/2003	0769952	347250	02/28/2003	GROCERY DELIVERY CHARG	142	29.63	29.63	0.00	
03/03/2003	0769953	347840	03/07/2003	DAIRY DELIVERY CHARG	512	4.95	4.95	0.00	
03/03/2003	0770747	347840	03/07/2003	GROCERY DELIVERY CHARG	142	34.74	34.74	0.00	
03/03/2003	0770748	347840	03/07/2003	DAIRY DELIVERY CHARG	512	5.87	5.87	0.00	
03/03/2003	0770964	641335	03/07/2003	WEEKLY CIRCULARS	725	400.06	400.06	0.00	

ZF000075-01 100101415609/12/2003000026188221551000015583790155
 STATEMENT
 Elaming Co Estate
 Nashville Division
 P.O. Box 268973
 Oklahoma City, OK 73126

Statement For: Customer # 261882
 TUNNEL HILL PIGGLY WIGGLY
 3507 CHATTANOOGA ROAD
 TUNNEL HILL, GA 30755-0000

OPEN INVOICES AND CREDITS

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Invoice Date	Invoice Number	Reference	Start Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
03/03/2003	0770965	641335	03/07/2003	GEORGIA SALES TAX	710	3.67	3.67	0.00	
03/05/2003	0157240		03/07/2003	SWEET ALLOWANCE	101	1.07	22.07	0.00	
03/05/2003	0157240		03/07/2003	RESTOCKING	713	21.00	15.00	0.00	
03/06/2003	0059854		03/07/2003	AUTO ORDERING-MSI	738	15.00	0.60	0.00	
03/06/2003	0059855		03/07/2003	MSI SALES TAX	710	0.60	0.30	0.00	
03/06/2003	0059856	0238	03/07/2003	LOCAL SALES TAX	711	0.30	50.00	0.00	
03/06/2003	0059858		03/07/2003	AD GROUP FEE	725	50.00	20.00	0.00	
03/06/2003	0059860		03/07/2003	AD GROUP FEE	765	20.00	0.80	0.00	
03/06/2003	0059861	0238	03/07/2003	SHELF LABELS	711	0.80	0.40	0.00	
03/06/2003	0059862		03/07/2003	SPATE SALES TAX	710	0.40	0.40	0.00	
03/06/2003	0059863		03/07/2003	LOCAL SALES TAX	755	10.00	10.00	0.00	
03/06/2003	0060128		03/07/2003	RETAIL ZONE	419	24.88	24.88	0.00	
03/06/2003	0771524	348383	03/07/2003	SERVICE REF-FROZEN	142	43.12	43.12	0.00	
03/06/2003	0771524		03/07/2003	GROCERY DELIVERY CHARG	512	3.17	5.00	0.00	
03/12/2003	0058160	348383	03/21/2003	DAIRY DELIVERY CHARGE	700	5.00	5.00	0.00	
03/12/2003	0058161		03/21/2003	GMD RETAIL ZONE	700	3.00	5.00	0.00	
03/13/2003	0175017		03/21/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
03/13/2003	0175295		03/21/2003	HABA	700	0.90	0.90	0.00	
03/13/2003	0175331		03/21/2003	HABA	700	1.80	1.80	0.00	
03/13/2003	0175467		03/21/2003	HABA	700	2.70	2.70	0.00	
03/13/2003	0176548		03/21/2003	HABA	700	9.00	9.00	0.00	
03/13/2003	0176756		03/21/2003	HABA	700	2.70	2.70	0.00	
03/13/2003	0176878		03/21/2003	HABA	700	0.90	0.90	0.00	
03/13/2003	0177372		03/21/2003	HABA	700	0.90	0.90	0.00	
03/13/2003	0177571		03/21/2003	HABA	700	1.80	1.80	0.00	
03/14/2003	0159861		03/21/2003	SWEET ALLOWANCE	500	5.40	5.40	0.00	
03/17/2003	0773854	349820	03/21/2003	GROCERY DELIVERY CHARG	142	0.22	47.58	0.00	
03/17/2003	0773855	349820	03/21/2003	GROCERY DELIVERY CHARG	512	47.58	47.58	0.00	
03/19/2003	0159416		03/21/2003	DAIRY DELIVERY CHARGE	713	3.20	3.20	0.00	
03/20/2003	0774788	350311	03/21/2003	RESTOCKING	142	6.00	6.00	0.00	
03/20/2003	0774789	350311	03/21/2003	RESTOCKING	713	38.42	38.42	0.00	
03/24/2003	0178828		04/04/2003	DAIRY DELIVERY CHARGE	512	4.47	4.47	0.00	
03/24/2003	0178828		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0178954		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0178980		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0178980		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0178993		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0181724		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0181910		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0181910		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0182331		04/04/2003	HABA	700	2.70	2.70	0.00	
03/24/2003	0183305		04/04/2003	HABA	700	2.70	2.70	0.00	
03/24/2003	0183747		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0183990		04/04/2003	HABA	700	0.90	0.90	0.00	
03/24/2003	0184091		04/04/2003	HABA	700	1.80	1.80	0.00	
03/24/2003	0184187		04/04/2003	HABA	700	2.70	2.70	0.00	
03/26/2003	0059455		04/04/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
03/26/2003	0059456		04/04/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
03/31/2003	0776964	351626	04/04/2003	GROCERY DELIVERY CHARG	142	37.44	37.44	0.00	
03/31/2003	0776965	351626	04/04/2003	GROCERY DELIVERY CHARG	512	5.19	5.19	0.00	
04/01/2003	0161242		04/04/2003	DAIRY DELIVERY CHARGE	713	3.00	3.00	0.00	
04/01/2003	0161242		04/04/2003	RETURN CHARGE	713	3.00	3.00	0.00	

2,487.48
 100.008

S T A T E M E N T

Fleming Co Estate
 Nashville Division
 P.O. Box 268973
 Oklahoma City, OK 73126

Statement For: Customer # 261882 (015583790)
 TUNNEL HILL, PIGGLY WIGGLY
 3507 CHATTANOOGA ROAD
 TUNNEL HILL, GA 30755-0000

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Distribution Center Customer Service

A/R SUMMARY

Total Past Due 26,361.20
 Total Current 0.00
 TOTAL DUE THIS STATEMENT 26,361.20
 Total A/R Balance 26,361.20

A/R AGING

Not Due	Current	1-7	8-14	15-21	22-28	Over 28	Total
0.00	0.00	0.00	0.00	0.00	0.00	26,361.20	26,361.20

S T A T E M E N T

Statement For: Customer # 262135 (015563628)

RUSSELL'S FOODS
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Fleming Co Estate
Nashville Division
P.O. Box 268973
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1001014323

Distribution Center Customer Service OPEN INVOICES AND CREDITS

Invoice Date	Invoice Number	Reference	Stmt Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
08/17/2001	0075540		08/17/2001	STATEMENT	999	36,322.08	36,322.08	0.00	
02/17/2003	1000957013	60955		Partial Payment for 0075540	999	18,717.55	18,717.55		
04/15/2003	1400061493	CK62757		Partial Payment for 0075540	999	22,679.43	22,679.43		
01/21/2003	0699814		01/31/2003	GEN MERCHANDISE	999	16,311.56	16,311.56		
01/21/2003	0699814		01/31/2003	SPECIALTY FOODS	700	143.96			
01/22/2003	0053898		01/31/2003	HARB RETAIL ZONE	700	230.83	1,230.82	237.20	39.27%
01/26/2003	0761359	341986	01/31/2003	GROCERY DELIVERY CHARG	700	856.03	5.00	335.82	31.26%
01/27/2003	0435641	303024	01/31/2003	DAIRY DELIVERY CHARGE	142	5.00	39.07	0.00	
01/27/2003	0435641		01/31/2003	SALE PROMO BILDMACK CR	512	3.93	3.93	0.00	
01/27/2003	0743252		01/31/2003	FLEMING DAIRY	101	140.00	140.00	0.00	
01/27/2003	0743252		01/31/2003	GROCERY REGULAR	595	428.39	428.39	0.00	
01/27/2003	0743252		01/31/2003	GROCERY ALLOWANCE	101	8.60		6,178.75	31.72%
01/27/2003	0743252		01/31/2003	CASE LABEL CHARGE	101	10.47		0.00	
01/27/2003	0743252		01/31/2003	GROCERY SUPPLY	102	156.43		0.00	
01/27/2003	0743252		01/31/2003	GROC 1ST CONTROL LABEL	103	519.36	4,903.02	762.83	31.92%
01/27/2003	0743252		01/31/2003	FUEL ADJUSTMENT	715	6.41		0.00	
01/27/2003	0743252		01/31/2003	CIGARETTES-MAJOR BRAND	110	717.49		708.65	9.99%
01/27/2003	0743252		01/31/2003	TOBACCO - OTHER	110	502.45		595.70	15.65%
01/27/2003	0743252		01/31/2003	SMELL ALLOWANCE	111	370.84	1,590.78	466.84	20.56%
01/27/2003	0743254		01/31/2003	REPAK GROCERY	101	0.04		0.00	
01/27/2003	0743254		01/31/2003	REPAK SPICES	113	2.55		5.00	49.00%
01/27/2003	0743255		01/31/2003	REPAK GUM/CANDY	113	11.87	128.19	18.60	36.18%
01/27/2003	0743255		01/31/2003	PRODUCE REGULAR	200	113.81		183.21	37.88%
01/27/2003	0743255		01/31/2003	CASE LABEL CHARGE	200	627.00		359.03	20.20%
01/27/2003	0743255		01/31/2003	MEAT REGULAR	300	1.41	628.41	0.00	
01/27/2003	0743255		01/31/2003	MEAT FROZEN	300	2,041.17		3,263.21	37.45%
01/27/2003	0743256		01/31/2003	SMELL ALLOWANCE	300	92.82		143.10	35.14%
01/27/2003	0743256		01/31/2003	CASE LABEL CHARGE	300	4.84		0.00	
01/27/2003	0743256		01/31/2003	MEAT 1ST CONTROL LBL	303	3.03		0.00	
01/27/2003	0743256		01/31/2003	FUEL ADJUSTMENT	303	45.26	2,178.75	69.96	35.31%
01/27/2003	0743256		01/31/2003	CASE LABEL CHARGE	302	1.31		0.00	
01/27/2003	0743257		01/31/2003	MEAT SUPPLY	302	0.18		0.00	
01/27/2003	0743257		01/31/2003	MEAT REPAK SUPPLY	302	172.06		0.00	
01/27/2003	0743257		01/31/2003	STATE SALES TAX	710	27.97		0.00	
01/27/2003	0743257		01/31/2003	DELT REGULAR	711	2.90	204.04	0.00	
01/27/2003	0743258		01/31/2003	FUEL ADJUSTMENT	340	0.93		0.00	
01/27/2003	0743258		01/31/2003	LOCAL SALES TAX	715	70.76	70.82	59.64	47.82%
01/27/2003	0743259		01/31/2003	SMELL ALLOWANCE	400	0.06		0.00	
01/27/2003	0743259		01/31/2003	FROZEN REGULAR	400	558.05		833.60	33.06%
01/27/2003	0743259		01/31/2003	CASE LABEL CHARGE	400	2.22		0.00	
01/27/2003	0743259		01/31/2003	ICE CREAM	401	175.34		304.26	42.37%
01/27/2003	0743259		01/31/2003	FROZ 1ST CONTROL LABEL	403	149.37		185.52	29.65%
01/27/2003	0743259		01/31/2003	FUEL ADJUSTMENT	715	0.72	884.72	0.00	

Fleming Co Estate
 Nashville Division
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 RUSSELL'S FOODS
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Distribution Center Customer Service

OPEN INVOICES AND CREDITS

Invoice Date	Invoice Number	Reference	Stmt Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
01/27/2003	0743260		01/31/2003	DAIRY REGULAR	500	747.36			
01/27/2003	0743260		01/31/2003	TEN BEV TAX DAIRY	500	0.16		1,090.98	31.50%
01/27/2003	0743260		01/31/2003	SWEET ALLOWANCE	500	4.82		0.00	
01/27/2003	0743260		01/31/2003	CASE LABEL CHARGE	500	2.16		0.00	
01/27/2003	0743260		01/31/2003	DAIRY 1ST CNTRL LABEL	503	110.66		155.04	28.62%
01/27/2003	0743260		01/31/2003	EGGS	591	253.38		301.50	15.96%
01/27/2003	0743260		01/31/2003	EGG BREAKAGE ALLOWANCE	591	6.00		0.00	
01/27/2003	0743261		01/31/2003	FUEL ADJUSTMENT	715	1.24	1,104.14	0.00	
01/27/2003	0744189		01/31/2003	CASE LABEL CHARGE	715	1.24	1.24	0.00	
01/27/2003	0744189		01/31/2003	MEAT CATCH WEIGHT	300	1.53		0.00	
01/27/2003	0744189		01/31/2003	MEAT ADJUSTMENT	301	3,877.64		6,118.91	36.63%
01/28/2003	0150849		01/31/2003	GROCERY REGULAR	715	2.59		0.00	
01/28/2003	0150849		01/31/2003	SWEET ALLOWANCE	101	126.49	3,881.76	0.00	
01/28/2003	0150849		01/31/2003	CASE LABEL CHARGE	101	0.27		0.00	
01/28/2003	0150849		01/31/2003	GROCERY DELIVERY CHARG	101	0.29		0.00	
01/28/2003	0150849		01/31/2003	MEAT REGULAR	142	11.40		0.00	
01/28/2003	0150849		01/31/2003	CASE LABEL CHARGE	300	0.03		0.00	
01/28/2003	0439743		01/31/2003	MAR'S	300	41.52	179.85	0.00	
01/28/2003	0439743		01/31/2003	FLEMING DAIRY	399	426.21	426.21	0.00	
01/29/2003	0151218		01/31/2003	SCAN PROMO CREDIT	723	70.89	70.89	0.00	
01/29/2003	0762165		01/31/2003	CUPON CLEARING	999	326.80	326.80	0.00	
01/29/2003	0762165		01/31/2003	CUPON CLEARING	723	62.35	62.35	0.00	
01/29/2003	0762270		01/31/2003	CUPON CLEARING	723	54.90	54.90	0.00	
01/30/2003	0039255		01/31/2003	NOTE FLEMING FINANCE	723	1,216.22	1,216.22	0.00	
01/30/2003	0039255		01/31/2003	AUTO ORDERING-MSI	720	1,781.88	1,781.88	0.00	
01/30/2003	0039255	0233	01/31/2003	MSI SALES TAX	710	15.00	15.00	0.00	
01/30/2003	0039255		01/31/2003	LOCAL SALES TAX	711	1.05	1.05	0.00	
01/30/2003	0039258		01/31/2003	LOCAL SALES TAX	725	0.34	0.34	0.00	
01/30/2003	0039258		01/31/2003	FREQUNT SHOPPERS	725	153.80	153.80	0.00	
01/30/2003	0039258		01/31/2003	AD GROUP FEE	725	50.00	50.00	0.00	
01/30/2003	0039262		01/31/2003	MEMBERSHIP FEE	740	10.00	10.00	0.00	
01/30/2003	0039262		01/31/2003	STATE SALES TAX	765	20.00	20.00	0.00	
01/30/2003	0039264		01/31/2003	SHELF LABELS	710	1.40	1.40	0.00	
01/30/2003	0039264	0233	01/31/2003	LOCAL SALES TAX	711	0.45	0.45	0.00	
01/30/2003	0039264		01/31/2003	LOCAL SALES TAX	765	10.00	10.00	0.00	
01/30/2003	0040039		01/31/2003	RETAIL ZONE	765	10.00	10.00	0.00	
01/30/2003	0040039		01/31/2003	SERVICE FEE-FROZEN	419	53.63	53.63	0.00	
01/30/2003	0151267		01/31/2003	SALE PROMO BILLBACK CR	101	26.64	26.64	0.00	
01/30/2003	0749131		01/31/2003	GROCERY REGULAR	101	4,144.68		5,894.00	29.68%
01/30/2003	0749131		01/31/2003	SWEET ALLOWANCE	101	10.41	4,134.27	0.00	
01/30/2003	0749132		01/31/2003	TOBACCO - OTHER	111	534.91	534.91	0.00	
01/30/2003	0749133		01/31/2003	SWEET ALLOWANCE	101	0.10	0.10	0.00	
01/30/2003	0749133		01/31/2003	PRODUCE REGULAR	200	500.15	500.15	0.00	
01/30/2003	0749135		01/31/2003	MEAT REGULAR	300	525.69	525.69	0.00	
01/30/2003	0749135		01/31/2003	SWEET ALLOWANCE	300	836.64	836.64	0.00	
01/30/2003	0749137		01/31/2003	FROZEN REGULAR	400	296.89	296.89	0.00	
01/30/2003	0749137		01/31/2003	SWEET ALLOWANCE	400	0.06	296.83	0.00	
01/30/2003	0749137		01/31/2003	DAIRY REGULAR	500	504.12		721.06	30.09%

Fleming Co Estate
 Nashville Division
 P.O. Box 268973
 Oklahoma City, OK 73126

Statement For: Customer # 262135
 RUSSELL'S FOODS
 P O BOX 949
 CHICKAUGA, GA 30707-0949

OPEN INVOICES AND CREDITS

Invoice Date	Invoice Number	Reference	Stat Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
01/30/2003	0749138		01/31/2003	SMELL ALLOWANCE	500	3.88-			
01/30/2003	0749138		01/31/2003	EGGS	591	213.16		0.00	16.688
01/30/2003	0749138		01/31/2003	EGG BREAKAGE ALLOWANCE	591	5.16-		0.00	
01/30/2003	0749925		01/31/2003	MEAT CATCH WEIGHT	301	2,739.74	710.24	4,303.08	36.338
01/30/2003	0762397	342581	01/31/2003	GROCERY DELIVERY CHARGE	142	37.91	37.91	0.00	
02/03/2003	0753856		02/07/2003	DAIRY DELIVERY CHARGE	512	2.47	2.47	0.00	
02/03/2003	0753856		02/07/2003	GROCERY REGULAR	512	3,834.14		5,511.53	30.438
02/03/2003	0753856		02/07/2003	TN BEVERAGE TAX	101	2.64		0.00	
02/03/2003	0753856		02/07/2003	SMELL ALLOWANCE	101	9.31-		0.00	
02/03/2003	0753856		02/07/2003	CASE LABEL CHARGE	101	8.43		0.00	
02/03/2003	0753856		02/07/2003	GROCERY SUPPLY	102	121.02		0.00	
02/03/2003	0753856		02/07/2003	GROC 1ST CONTROL LABEL	103	502.23		782.10	35.788
02/03/2003	0753856		02/07/2003	STATE SALES TAX	710	2.59		0.00	
02/03/2003	0753856		02/07/2003	LOCAL SALES TAX	711	0.83		0.00	
02/03/2003	0753857		02/07/2003	FUEL ADJUSTMENT	715	5.57	4,468.14	0.00	
02/03/2003	0753857		02/07/2003	CIGARETTES-RAJOR BRAND	110	600.95		0.00	24.648
02/03/2003	0753857		02/07/2003	CIGARETTES-GENERIC	110	257.50		0.00	15.958
02/03/2003	0753857		02/07/2003	CASE LABEL CHARGE	110	0.06		0.00	
02/03/2003	0753857		02/07/2003	TOBACCO - OTHER	111	414.49		518.66	20.088
02/03/2003	0753857		02/07/2003	FUEL ADJUSTMENT	715	0.06	1,273.06	0.00	
02/03/2003	0753858		02/07/2003	SMELL ALLOWANCE	101	0.08-		0.00	
02/03/2003	0753858		02/07/2003	CASE LABEL CHARGE	101	0.03		0.00	
02/03/2003	0753858		02/07/2003	REPAK GROCERY	113	20.02		0.00	44.398
02/03/2003	0753858		02/07/2003	REPAK SPICES	113	25.90		40.14	35.488
02/03/2003	0753858		02/07/2003	REPAK GUM/CANDY	113	65.34	111.24	111.04	41.168
02/03/2003	0753858		02/07/2003	FUEL ADJUSTMENT	715	0.03		0.00	
02/03/2003	0753859		02/07/2003	PRODUCE REGULAR	200	675.70		415.86	13.888
02/03/2003	0753859		02/07/2003	CASE LABEL CHARGE	200	1.62		0.00	
02/03/2003	0753860		02/07/2003	FUEL ADJUSTMENT	715	2.02	679.34	0.00	
02/03/2003	0753860		02/07/2003	PRODUCE SUPPLY	202	28.35		0.00	
02/03/2003	0753861		02/07/2003	FUEL ADJUSTMENT	715	0.01	28.36	0.00	38.038
02/03/2003	0753861		02/07/2003	MEAT REGULAR	300	1,625.70		2,623.45	34.988
02/03/2003	0753861		02/07/2003	SMELL ALLOWANCE	300	228.08		0.00	
02/03/2003	0753861		02/07/2003	MEAT FROZEN	300	2.38-		0.00	
02/03/2003	0753861		02/07/2003	CASE LABEL CHARGE	303	2.76		0.00	
02/03/2003	0753861		02/07/2003	MEAT 1ST CONTROL LBL	303	62.41	1,918.49	95.40	34.588
02/03/2003	0753862		02/07/2003	FUEL ADJUSTMENT	715	1.92		0.00	
02/03/2003	0753862		02/07/2003	SEAFOOD REGULAR	300	68.20		101.60	32.878
02/03/2003	0753862		02/07/2003	CASE LABEL CHARGE	300	0.09		0.00	
02/03/2003	0753863		02/07/2003	FUEL ADJUSTMENT	715	0.08	68.37	0.00	
02/03/2003	0753863		02/07/2003	CASE LABEL CHARGE	300	0.12		0.00	
02/03/2003	0753863		02/07/2003	MEAT SUPPLY	302	82.04		0.00	
02/03/2003	0753863		02/07/2003	MEAT REPAK SUPPLY	302	43.49		0.00	
02/03/2003	0753863		02/07/2003	STATE SALES TAX	710	1.96	128.31	0.00	
02/03/2003	0753863		02/07/2003	LOCAL SALES TAX	711	0.63		0.00	
02/03/2003	0753864		02/07/2003	FUEL ADJUSTMENT	715	0.07		0.00	
02/03/2003	0753864		02/07/2003	CASE LABEL CHARGE	340	0.10		0.00	
02/03/2003	0753864		02/07/2003	FUEL ADJUSTMENT	715	0.06	0.16	0.00	
02/03/2003	0753865		02/07/2003	FROZEN REGULAR	400	748.53		1,180.54	36.598

2F000075-01 100101432309/12/2003000026213521551000015563628155
 S T A T E M E N T
 Fleming Co Estate
 Nashville Division
 P.O. Box 268973
 Oklahoma City, OK 73126
 Statement For: Customer # 262135
 RUSSELL'S FOODS
 P O BOX 949
 CHICAMAUGA, GA 30707-0949
 (015963628)

OPEN INVOICES AND CREDITS

Invoice Date	Invoice Number	Reference	Start Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
02/03/2003	0753865		02/07/2003	SMELL ALLOWANCE	400	1.17-		0.00	
02/03/2003	0753865		02/07/2003	CASE LABEL CHANGE	401	1.89		0.00	
02/03/2003	0753865		02/07/2003	ICE CREAM	403	38.94		62.64	37.848
02/03/2003	0753865		02/07/2003	FROZ 1ST CONTROL LABEL	403	188.74		278.70	32.288
02/03/2003	0753865		02/07/2003	FUEL ADJUSTMENT	715	0.79	977.72	0.00	
02/03/2003	0753866		02/07/2003	BAKERY REGULAR-DRY	420	195.51		0.00	
02/03/2003	0753866		02/07/2003	SMELL ALLOWANCE	420	0.53-		0.00	
02/03/2003	0753866		02/07/2003	CASE LABEL CHANGE	420	0.22		0.00	
02/03/2003	0753866		02/07/2003	FUEL ADJUSTMENT	715	0.26	195.46	0.00	
02/03/2003	0753867		02/07/2003	DAIRY REGULAR	500	657.93		928.72	31.248
02/03/2003	0753867		02/07/2003	TEN BEV TAX DAIRY	500	0.39		0.00	
02/03/2003	0753867		02/07/2003	SMELL ALLOWANCE	500	0.39		0.00	
02/03/2003	0753867		02/07/2003	CASE LABEL CHANGE	500	3.17-		0.00	
02/03/2003	0753867		02/07/2003	EGGS	591	217.80		261.18	16.618
02/03/2003	0753867		02/07/2003	EGG BREAKAGE ALLOWANCE	591	5.64-		0.00	
02/03/2003	0753867		02/07/2003	FUEL ADJUSTMENT	715	1.28	870.30	0.00	
02/03/2003	0753868		02/07/2003	FUEL ADJUSTMENT	715	1.52	1.52	0.00	
02/03/2003	0753869		02/07/2003	CASE LABEL CHANGE	300	0.30	0.30	0.00	
02/03/2003	0754703		02/07/2003	MEAT CATCH WEIGHT	301	3,173.38	3,176.76	4,947.23	35.868
02/06/2003	0759617		02/07/2003	FUEL ADJUSTMENT	101	2.30		0.00	
02/06/2003	0759617		02/07/2003	GROCERY REGULAR	101	5,206.35		7,125.74	27.658
02/06/2003	0759617		02/07/2003	TN BEVERAGE TAX	101	6.03		0.00	
02/06/2003	0759617		02/07/2003	SMELL ALLOWANCE	101	12.70-		0.00	
02/06/2003	0759617		02/07/2003	CASE LABEL CHANGE	101	10.98		0.00	
02/06/2003	0759617		02/07/2003	GROC 1ST CONTROL LABEL	103	655.48	5,873.06	978.41	33.078
02/06/2003	0759618		02/07/2003	FUEL ADJUSTMENT	715	6.92		0.00	
02/06/2003	0759618		02/07/2003	CIGARETTES-MAJOR BRAND	110	545.09	707.49	707.49	22.958
02/06/2003	0759618		02/07/2003	CIGARETTES-GENERIC	110	628.07		764.80	17.888
02/06/2003	0759618		02/07/2003	CASE LABEL CHANGE	110	0.09		0.00	
02/06/2003	0759618		02/07/2003	FUEL ADJUSTMENT	715	0.05	1,173.30	0.00	
02/06/2003	0759619		02/07/2003	CASE LABEL CHANGE	101	0.09		0.00	
02/06/2003	0759619		02/07/2003	REPAK GROCERY	113	6.26		0.00	
02/06/2003	0759619		02/07/2003	REPAK GUM/CANDY	113	45.11		0.00	
02/06/2003	0759619		02/07/2003	FUEL ADJUSTMENT	715	0.01	51.47	74.08	39.118
02/06/2003	0759620		02/07/2003	PRODUCE REGULAR	200	689.75		0.00	
02/06/2003	0759620		02/07/2003	CASE LABEL CHANGE	200	1.62		470.31	13.068
02/06/2003	0759620		02/07/2003	MEAT REGULAR	715	1.85	693.22	0.00	
02/06/2003	0759621		02/07/2003	SMELL ALLOWANCE	300	1,773.03		0.00	
02/06/2003	0759621		02/07/2003	CASE LABEL CHANGE	300	2.32-		2,825.01	37.248
02/06/2003	0759621		02/07/2003	CASE LABEL CHANGE	300	3.06		0.00	
02/06/2003	1400041071	60734	02/06/2003	FUEL ADJUSTMENT	715	2.00	1,775.77	0.00	
02/06/2003	1400041071	60803	02/06/2003	Partial payment for 2400297200	700	99.09-		0.00	
02/11/2003	0001174	008701	02/07/2003	Payment on account	900	29,453.05-	29,453.05-	0.00	
02/11/2003	0193865	352047	02/21/2003	GEN MERCHANDISE	700	202.64		0.00	
02/18/2003	0767388	336824	02/21/2003	CUPON CLEARING	723	11.88-		11.88-	
02/19/2003	0056555		02/28/2003	GMD RETAIL ZONE	700	5.00		33.79-	
02/20/2003	0051348		02/21/2003	AUTO ORDERING-MSI	738	15.00		5.00	

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 09/12/2003
 1001014323

OPEN INVOICES AND CREDITS

Invoice Date	Invoice Number	Reference	Shmt Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
02/20/2003	0051352		02/21/2003	AD GROUP FEE	725	50.00	50.00	0.00	
02/20/2003	0051352		02/21/2003	SHELF LABELS	765	20.00	20.00	0.00	
02/20/2003	0051357		02/21/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/20/2003	0051358		02/21/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/20/2003	0052103		02/21/2003	SERVICE FEE-FROZEN	419	54.12	54.12	1,352.81	100.00%
02/20/2003	0172263		02/28/2003	HABR	700	0.90	0.90	0.00	
02/20/2003	0172808		02/28/2003	HABR	700	0.90	0.90	0.00	
02/20/2003	0172903		02/28/2003	HABR	700	0.90	0.90	0.00	
02/20/2003	0195155		02/28/2003	GEN MERCHANDISE	700	1.38	1.38	2.97	53.54%
02/20/2003	0767864		02/21/2003	GROCERY DELIVERY CHARG	142	35.93	35.93	0.00	
02/20/2003	0768140		02/21/2003	COUPON CLEARING	723	692.83	692.83	0.00	
02/20/2003	0784118		02/21/2003	REPAK SPICES	113	97.28	97.28	153.24	36.52%
02/20/2003	0786707		02/28/2003	REPAK GIM/CANDY	113	102.50	102.50	183.60	44.17%
02/24/2003	0786708		02/28/2003	GROCERY DELIVERY CHARG	142	37.57	37.57	0.00	
02/24/2003	0788381		02/28/2003	BAKERY REGULAR-DRY	420	2.21	2.21	0.00	
02/24/2003	0788381		02/28/2003	CASE LABEL CHARGE	420	75.40	75.40	0.00	
02/24/2003	0789381		02/28/2003	FUEL ADJUSTMENT	715	0.05	0.05	0.00	
02/24/2003	0789381		02/28/2003	FUEL ADJUSTMENT	715	1.92	1.92	0.00	
02/26/2003	0057233		03/07/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
02/27/2003	0055344		02/28/2003	AUTO ORDERING-MSI	738	15.00	15.00	0.00	
02/27/2003	0055346		02/28/2003	MSI SALES TAX	711	1.05	1.05	0.00	
02/27/2003	0055346		02/28/2003	LOCAL SALES TAX	711	0.34	0.34	0.00	
02/27/2003	0055349		02/28/2003	AD GROUP FEE	725	50.00	50.00	0.00	
02/27/2003	0055349		02/28/2003	MEMBERSHIP FEE	740	10.00	10.00	0.00	
02/27/2003	0055351		02/28/2003	SHELF LABELS	765	20.00	20.00	0.00	
02/27/2003	0055352		02/28/2003	STATE SALES TAX	710	1.40	1.40	0.00	
02/27/2003	0055352		02/28/2003	LOCAL SALES TAX	711	0.45	0.45	0.00	
02/27/2003	0055353		02/28/2003	RETAIL ZONE	765	10.00	10.00	0.00	
02/27/2003	0056088		02/28/2003	SERVICE FEE-FROZEN	419	54.94	54.94	1,373.46	100.00%
02/27/2003	0156223		02/28/2003	GROCERY REGULAR	101	16.34	16.34	0.00	
02/27/2003	0156223		02/28/2003	GROCERY EQ	101	2.65	2.65	0.00	
02/27/2003	0156223		02/28/2003	TOBACCO - OTHER	111	1,216.79	1,216.79	0.00	
02/27/2003	0156223		02/28/2003	RETURN CHARGE	713	12.00	12.00	0.00	
02/27/2003	0156223		02/28/2003	GROCERY DELIVERY CHARG	142	25.29	25.29	0.00	
02/27/2003	0769905		02/28/2003	DAIRY DELIVERY CHARGE	512	3.52	3.52	0.00	
02/27/2003	0769906		02/28/2003	DAIRY DELIVERY CHARGE	512	2.06	2.06	0.00	
02/27/2003	0795632		02/28/2003	FUEL ADJUSTMENT	715	30.43	30.43	0.00	
02/28/2003	1400061630		02/28/2003	Payment on account	900	0.06	0.06	0.00	
03/03/2003	0156642		03/07/2003	CASE LABEL CHARGE	101	0.17	0.17	0.00	
03/03/2003	0156642		03/07/2003	GROCERY DELIVERY CHARG	142	45.45	45.45	0.00	
03/03/2003	0770687		03/07/2003	GROCERY DELIVERY CHARG	142	3.30	3.30	0.00	
03/03/2003	0770688		03/07/2003	DAIRY DELIVERY CHARGE	512	1.37	1.37	0.00	
03/03/2003	0800808		03/07/2003	FUEL ADJUSTMENT	715	15.00	15.00	0.00	
03/06/2003	0059330		03/07/2003	AUTO ORDERING-MSI	710	1.05	1.05	0.00	
03/06/2003	0059331		03/07/2003	MSI SALES TAX	711	0.34	0.34	0.00	
03/06/2003	0059332		03/07/2003	LOCAL SALES TAX	711	0.34	0.34	0.00	
03/06/2003	0059333		03/07/2003	AD GROUP FEE	725	50.00	50.00	0.00	
03/06/2003	0059333		03/07/2003	MEMBERSHIP FEE	740	10.00	10.00	0.00	
03/06/2003	0059336		03/07/2003	SHELF LABELS	765	20.00	20.00	0.00	

1,223.78- 1,571.40- 22.57%

Fleming Co Estate
 Nashville Division
 P.O. Box 268973
 Oklahoma City, OK 73126

Statement For: Customer # 262135
 RUSSELL'S FOODS
 P.O. Box 949
 CHICKAMAUGA, GA 30707-0949

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 Date 09/12/2003
 Statement # 1001014323

Distribution Center Customer Service

OPEN INVOICES AND CREDITS

Invoice Date	Invoice Number	Reference	Stmt Date	Description	Product Group	Detail Amount	Document Total	Retail	GM %
03/06/2003	0059337	0238	03/07/2003	STATE SALES TAX	710	1.40	1.40	0.00	
03/06/2003	0059338	0238	03/07/2003	LOCAL SALES TAX	711	0.45	0.45	0.00	
03/06/2003	0059339		03/07/2003	RETAIL ZONE	765	10.00	10.00	0.00	
03/06/2003	0060069		03/07/2003	SERVICE FEE-FROZEN	419	57.89	57.89	1,929.59	100.00%
03/06/2003	0771576		03/07/2003	GROCERY DELIVERY CHARG	142	40.19	40.19	0.00	
03/06/2003	0771577	348385	03/07/2003	DAIRY DELIVERY CHARGE	512	4.29	4.29	0.00	
03/06/2003	0806190		03/07/2003	FUEL ADJUSTMENT	715	1.85	1.85	0.00	
03/14/2003	0158608		03/21/2003	GROCERY REGULAR	101	0.31	0.31	0.00	
03/14/2003	0158608		03/21/2003	TN BEVERAGE TAX	101	98.07	98.07	135.08	27.40%
03/14/2003	0158608		03/21/2003	SWEET ALLOWANCE	101	0.09	0.09	0.00	
03/14/2003	0158608		03/21/2003	CASE LABEL ALLOWANCE	101	0.18	0.18	0.00	
03/14/2003	0158608		03/21/2003	GROC 1ST CONTROL LABEL	103	10.95	10.95	0.00	
03/14/2003	0158608		03/21/2003	GROCERY DELIVERY CHARG	142	0.59	0.59	0.00	
03/14/2003	0158608		03/21/2003	CASE LABEL CHARGE	300	0.03	0.03	0.00	
03/17/2003	0199301		03/28/2003	GMD RETAIL ZONE	700	0.35	0.35	0.00	
03/19/2003	0069175	888882	03/28/2003	NOTE RETAIL ZONE	700	5.00	5.00	0.00	
03/20/2003	0067231		03/21/2003	Partial Payment for 0067231	720	1,781.88	1,781.88	0.00	
03/24/2003	0159887	CK61239	03/28/2003	Partial Payment for 0067231	720	812.56	812.56	0.00	
03/24/2003	0159887		03/28/2003	PRODUCE REGULAR	200	17.50	17.50	0.00	
03/24/2003	0159887		03/28/2003	CASE LABEL CHARGE	300	0.23	0.23	0.00	
03/24/2003	0159887		03/28/2003	SWEET ALLOWANCE	300	0.03	0.03	0.00	
03/24/2003	0775643	350728	03/28/2003	CASE LABEL CHARGE	300	32.46	32.46	0.00	
03/24/2003	0775644		03/28/2003	GROCERY DELIVERY CHARG	142	2.23	2.23	0.00	
03/24/2003	0825030		03/28/2003	DAIRY DELIVERY CHARGE	512	0.03	0.03	0.00	
03/24/2003	0825033		03/28/2003	FUEL ADJUSTMENT	715	1.67	1.67	0.00	
03/26/2003	0160322		03/28/2003	GROCERY EQ	101	6.00	6.00	0.00	
03/26/2003	0160322		03/28/2003	SCAN PROMO CREDIT	999	107.03	113.03	0.00	
03/27/2003	0071180	0241	03/28/2003	AUTO ORDERING-MSI	738	15.00	15.00	0.00	
03/27/2003	0071180		03/28/2003	MSI SALES TAX	710	1.05	1.05	0.00	
03/27/2003	0071181	0241	03/28/2003	LOCAL SALES TAX	711	0.34	0.34	0.00	
03/27/2003	0071184		03/28/2003	AD GROUP FEE	725	50.00	50.00	0.00	
03/27/2003	0071184		03/28/2003	MEMBERSHIP FEE	740	10.00	10.00	0.00	
03/27/2003	0071186	0241	03/28/2003	STATE SALES TAX	765	20.00	20.00	0.00	
03/27/2003	0071186		03/28/2003	RETAIL ZONE	710	0.45	0.45	0.00	
03/27/2003	0071187	0241	03/28/2003	LOCAL SALES TAX	711	1.40	1.40	0.00	
03/27/2003	0071926	351173	03/28/2003	STATE SALES TAX	710	10.00	10.00	0.00	
03/27/2003	0776222		03/28/2003	SERVICE FEE-FROZEN	419	51.53	51.53	0.00	
03/27/2003	0828595	351173	03/28/2003	GROCERY DELIVERY CHARG	142	47.50	47.50	0.00	
03/27/2003	0828595		03/28/2003	DAIRY DELIVERY CHARGE	512	2.22	2.22	0.00	
03/27/2003	0828595		03/28/2003	FUEL ADJUSTMENT	715	1.92	1.92	0.00	
03/27/2003	0828595		03/28/2003	FUEL ADJUSTMENT	715	0.52	0.52	0.00	
03/31/2003	1400130162	CK61121	04/04/2003	Payment on account	900	202.40	202.40	0.00	
03/31/2003	1400130162		04/04/2003	DAIRY DELIVERY CHARGE	512	3.72	3.72	0.00	
04/03/2003	0777565	352068	04/25/2003	Partial Payment for 0777565	512	1.38	1.38	0.00	
04/03/2003	1400110870	CK62789	04/25/2003	GMD RETAIL ZONE	700	5.00	5.00	0.00	
04/16/2003	0061768	937295	04/25/2003	SPECIALTY FOODS	700	9.66	9.66	0.00	
04/16/2003	0104194	937308	04/25/2003	GEN MERCHANDISE	700	3.39	3.39	0.00	
04/16/2003	0104195	937308	04/25/2003	GEN MERCHANDISE	700	3.39	3.39	0.00	

1,717.50
 100.00%

37.11%
 33.14%

