

## **ASSIGNMENT OF CLAIM**

For good and valuable consideration, Phoenix Foodco Investors, LLC ("Assignor") hereby transfers and assigns all its right, title and interest to Guaranty Bank ("Assignee") in Claim No. 13296 (the "Claim"), submitted by Assignee in the amount of \$4,612,295.95 against Fleming Companies, Inc. in the chapter 11 cases of In re Fleming Companies, Inc. et al., Case No. 03-10945 (MFW) (the "Cases"), pending in the United States Bankruptcy Court for the District of Delaware, including without limitation, any rights to receive any and all amounts paid or payable in respect of the Claim.

Assignor warrants that the Claim was duly and timely submitted to the Claims Agent appointed in the Cases, that the Claim has not been satisfied and that no objections to the Claim are presently pending. Assignor also warrants that it has not previously transferred or encumbered the Claim. Assignor further warrants that it is not an "insider" as that term is defined in the United States Bankruptcy Code and that within the 90 days prior to the filing of the Cases, Fleming Companies, Inc. paid rent to Assignor on a timely basis.

Assignor agrees that if, after the execution of this Assignment, Assignor shall receive any notices or other documents or any distributions on account of or in respect of the Claim, Assignor will forward the notices or other documents to Assignee and hold any distribution on behalf of and in trust for Assignee and shall deliver same forthwith to Assignee in the same form received, with the endorsement of such Assignee (without recourse), within three (3) business days.

From and after the date of this Assignment, Assignor hereby i) irrevocably appoints Assignee as its true and lawful attorney in fact with respect to the Claim and authorizes Assignee to act in Assignor's name, place and stead, to demand, compromise and recover all such sums of money which are, or may hereafter become due and payable for, or on account of the Claim herein assigned, to vote the Claim and to file amendments to any proofs of claim, if appropriate, and (ii) grants to Assignee full authority to do all things necessary to enforce the Claim. Further, if an objection to the claim is filed, Assignor agrees to make its employees available to Assignee in defending the Claim before the bankruptcy court and will provide Assignee with such information as may be necessary in order for Assignee to recover on the Claim, including without limitation, testifying in court if necessary; provided, however, that any expenditures in such defense shall be paid by Assignee and Assignor shall have no obligation to incur attorneys' fees in connection with any such defense.

Assignor consents to the waiver of notice under Federal Rule of Bankruptcy Procedure 3001(e)(2) and acknowledges that this assignment of the Claim will be effective immediately on the filing by Assignor's counsel of a notice of transfer of the Claim.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the dated first written above.

**GRANTOR:**

**PHOENIX FOODCO INVESTORS, LLC**, a Delaware limited liability company

By: /s/ M. Scott Kipp  
M. Scott Kipp, Manager