

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

In re:	}	Chapter 11
FLEMING COMPANIES, INC., <i>et al.</i> ¹	}	Case No. 03-10945 (MFW)
Debtors.	}	(Jointly Administered)

INTERROGATORIES PROPOUNDED JOINTLY BY DEBTORS, C&S WHOLESALE GROCERS, INC., C&S ACQUISITION LLC, ASSOCIATED WHOLESALE GROCERS, INC. AND AWG ACQUISITION, LLC TO KIMBALL'S SUPER FOODS

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as made applicable to this proceeding by Fed. R. Bankr. P. 7026 and 7033 and 9014, the Debtors, C&S Wholesale Grocers, Inc. and C&S Acquisition LLC (together "C&S"), and Associated Wholesale Grocers, Inc. and AWG Acquisition, Inc. (together "AWG") hereby jointly request and require that Kimball's Super Foods answer the interrogatories propounded below, separately, completely and under oath, on or before December 1, 2003, pursuant to the stipulated scheduling order in this proceeding.

¹ The "Debtors" are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCD Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; CIM Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favar Concepts, Ltd.; Fleming Foods Management Co., LLC.; Fleming Foods of Texas, LP.; Fleming International, Ltd.; Fleming Supermarkets of Florida, Inc.; Fleming Transportation Service, Inc.; Food 4 Less Beverage Company, Inc.; Fuelserv, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; Minter-Weisman Co.; Piggly Wiggly Company; Progressive Realty, Inc.; Rainbow Food Group, Inc.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

DEFINITIONS

The following definitions apply to each of the interrogatories below and are deemed to be incorporated into each interrogatory:

1. "PERSON" means any natural person or any business, legal or governmental entity or association.

2. "IDENTIFY," when referring to a person, means to give, to the extent known, the person's full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment.

3. "IDENTIFY," when referring to a DOCUMENT, means to specify (a) any and all authors, preparers and signatories thereof, (b) any and all recipients thereof; (c) the date of preparation and execution; (d) the present or last known location of the DOCUMENT; (e) the identity of the custodian of the DOCUMENT; and (e) the title and substance of the DOCUMENT.

4. "YOU" and "YOUR" refer to Kimball's Super Foods, and any and all of its present and former officers, directors, partners, managers, employees, attorneys, representatives, agents and any other person acting for it or on its behalf with respect to this proceeding, the subject matter of this proceeding or any aspect thereof.

5. "DOCUMENT" or "DOCUMENTS" means "writings" and "recordings," as those terms are defined in Fed. R. Evid. 1001(1), and include, without limitation, agreements, analyses, contracts, calendars, diaries, interoffice and intraoffice memoranda or communications, letters sent and received, notes of meetings or other communications, notations of any sort of conversations, notepads, notes, summaries, telephone call records, work papers, work sheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing. Every draft or non-identical copy of a "DOCUMENT" is a separate

“DOCUMENT” as that term is used herein. DOCUMENT also includes, without limitation, photographs, charts, and all graphical, digital, or other computer-based video or audio records, reproductions or representations of any kind, whether stored on or contained in any type of electronic, mechanical, digital or electrical recording medium or device, including, but not limited to microfiche, computer disks, computer tape, e-mail, microfilm, videotapes, audio tapes, cassettes, disks (including computer disks), CDs, CD-ROMs and/or DVDs.

6. “MOTION” means the Omnibus Motion Of Certain Retailers For An Order (A) Determining That The Notes And Note Amendments Are Executory Contracts And (B) To Compel The Debtor To (1) Reject Certain Facility Standby Agreements, Notes and Note Amendments (The “Agreements”) Pursuant To 11 U.S.C. § 365(d)(2), Or (2) In The Alternative, To Establish A Deadline By Which The Debtors Must Assume Or Reject The Agreements.

7. “FLEMING” means Fleming Companies, Inc.

8. “FSA” means the Facility Standby Agreement that YOU entered into with FLEMING.

9. “PROMISSORY NOTE” means the promissory note that YOU made, executed and delivered to FLEMING where the principal amount is not reduced in connection with purchases YOU made from FLEMING.

10. “FORGIVENESS NOTE” means the promissory note that YOU made, executed and delivered to FLEMING where the principal amount is reduced in connection with purchases that YOU made from FLEMING.

11. “NOTE” means both the PROMISSORY NOTE and the FORGIVENESS NOTE.

12. “NOTE AMENDMENT” means any DOCUMENT that amends the terms of a NOTE.

INTERROGATORIES

INTERROGATORY NO. 1:

IDENTIFY each PERSON who negotiated, or participated in the negotiations concerning, the FSA, PROMISSORY NOTE, FORGIVENESS NOTE, NOTE AMENDMENT and related documents (a) for YOU or on YOUR behalf and (b) for FLEMING or on FLEMING's behalf.

INTERROGATORY NO. 2:

IDENTIFY each attorney and accountant who reviewed the FSA, PROMISSORY NOTE, FORGIVENESS NOTE, NOTE AMENDMENT and related documents for YOU before YOU signed those documents.

INTERROGATORY NO. 3:

IDENTIFY each PERSON with whom YOU have discussed the contentions that YOU make in the MOTION.

INTERROGATORY NO. 4:

IDENTIFY each PERSON employed by or affiliated with Affiliated Foods, Southwest, Inc. with whom YOU have discussed the contentions YOU make in the MOTION.

INTERROGATORY NO. 5:

IDENTIFY each PERSON employed by or affiliated with Affiliated Foods, Southwest, Inc. with whom YOU have had any discussion on or after January 1, 2003, relating or referring to the supply of food, groceries and related products.

INTERROGATORY NO. 6:

State the amount of principal and interest owed on the PROMISSORY NOTE as of April 1, 2003, the date on which FLEMING filed its chapter 11 case, and IDENTIFY all DOCUMENTS showing the manner in which YOU calculated those amounts.

INTERROGATORY NO. 7:

State the amount of principal and interest owed on the FORGIVENESS NOTE as of April 1, 2003, and IDENTIFY all DOCUMENTS showing the manner in which YOU calculated those amounts.

INTERROGATORY NO. 8:

State each fact on which YOU base YOUR allegation in paragraph 10 of the MOTION that FLEMING “used the Debtor Loans as an incentive to entice” YOU into signing the FSA.

INTERROGATORY NO. 9:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 10 of the MOTION that FLEMING “used the Debtor Loans as an incentive to entice” YOU into signing the FSA.

INTERROGATORY NO. 10:

State each fact on which YOU base YOUR allegation in paragraph 12 of the MOTION that Fleming “had no independent objective to become a lender to supermarkets”

INTERROGATORY NO. 11:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 12 of the MOTION that Fleming “had no independent objective to become a lender to supermarkets”

INTERROGATORY NO. 12:

State each fact on which YOU base YOUR allegation in paragraph 13 of the MOTION that “the Notes and Note Amendments are integrated into the FSAs”

INTERROGATORY NO. 13:

State each fact on which YOU base YOUR allegation in paragraph 12 of the MOTION that YOU “had no independent objective to borrow money.”

INTERROGATORY NO. 14:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 12 of the MOTION that YOU “had no independent objective to borrow money.”

INTERROGATORY NO. 15:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 13 of the MOTION that “the Notes and Note Amendments are integrated into the FSAs”

INTERROGATORY NO. 16:

State each fact on which YOU base YOUR allegation in paragraph 14 of the MOTION that “the Notes and Note Amendments are executory contracts on a standalone basis.”

INTERROGATORY NO. 17:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 14 of the MOTION that “the Notes and Note Amendments are executory contracts on a standalone basis.”

INTERROGATORY NO. 18:

State each fact on which YOU base YOUR allegation in paragraph 16 of the MOTION that the FORGIVENESS NOTE, as amended by the NOTE AMENDMENT, contains obligations on the part of FLEMING which remain unperformed.

INTERROGATORY NO. 19:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 16 of the MOTION that the FORGIVENESS NOTE, as amended by the NOTE AMENDMENT contains obligations on the part of FLEMING which remain unperformed.

INTERROGATORY NO. 20:

State each fact on which YOU base YOUR allegation in paragraph 16 of the MOTION that the FORGIVENESS NOTE, as amended by the NOTE AMENDMENT, contains obligations on YOUR part which remain unperformed.

INTERROGATORY NO. 21:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 16 of the MOTION that the FORGIVENESS NOTE, as amended by the NOTE AMENDMENT contains obligations on YOUR part which remain unperformed.

INTERROGATORY NO. 22:

IDENTIFY each DOCUMENT executed by FLEMING that prohibits FLEMING from terminating YOUR FSA.

INTERROGATORY NO. 23:

State each fact on which YOU base YOUR allegation in paragraph 18 of the MOTION that FLEMING'S conduct constituted a "material" breach of the FSA , Notes and Note Amendments.

INTERROGATORY NO. 24:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 18 of the MOTION that FLEMING'S conduct constituted a "material" breach of the FSA , Notes and Note Amendments

INTERROGATORY NO. 25:

State each fact upon which YOU base YOUR allegation in paragraph 18 of the MOTION that FLEMING's conduct has caused YOU to suffer "substantial economic detriment" and specify the specific nature and amount of such "economic detriment" that YOU allegedly have suffered.

INTERROGATORY NO. 26:

IDENTIFY all DOCUMENTS (a) that contain any fact upon which YOU base YOUR allegation in paragraph 18 of the MOTION that FLEMING's conduct has caused YOU to suffer "substantial economic detriment" and (b) that show the specific nature and amount of such "economic detriment" that YOU allegedly have suffered.

INTERROGATORY NO. 27:

Do YOU deny that the FORGIVENESS NOTE was an "up-front" payment by FLEMING on purchases that YOU were to make from FLEMING in the future? If so, state each fact on which YOU base YOUR denial.

INTERROGATORY NO. 28:

Do YOU deny that if YOU terminated YOUR relationship with FLEMING before the FORGIVENESS NOTE was fully paid, YOU would be required to repay the balance of the FORGIVENESS NOTE to FLEMING? If so, state each fact on which YOU base YOUR denial.

INTERROGATORY NO. 29:

State each fact on which YOU base YOUR allegation in paragraph 19 of the MOTION that FLEMING's assertion that its "failure to deliver product under the FSAs is a nonmonetary default which, pursuant to 11 U.S.C. § 365(b)(2)(D), it is not required to cure . . . is erroneous."

INTERROGATORY NO. 30:

IDENTIFY all DOCUMENTS that contain any fact on which YOU base YOUR allegation in paragraph 19 of the MOTION that FLEMING's assertion that its "failure to deliver product under the FSAs is a nonmonetary default which, pursuant to 11 U.S.C. § 365(b)(2)(D), it is not required to cure . . . is erroneous."

INTERROGATORY NO. 31:

Do YOU contend that YOUR PROMISSORY NOTE is not assignable by FLEMING? If so, (a) state each fact on which you base YOUR contention; and (b) IDENTIFY all DOCUMENTS containing any fact on which YOU base YOUR contention.

INTERROGATORY NO. 32:

Do YOU contend that YOUR FORGIVENESS NOTE is not assignable by FLEMING? If so, (a) state each fact on which you base YOUR contention; and (b) IDENTIFY all DOCUMENTS containing any fact on which YOU base YOUR contention.

INTERROGATORY NO. 33:

Do YOU contend that YOUR PROMISSORY NOTE is not a “negotiable instrument” as that term is used in section 3-104(a) of the Uniform Commercial Code? If so, (a) state each fact on which you base YOUR contention; and (b) IDENTIFY all DOCUMENTS containing any fact on which YOU base YOUR contention.

INTERROGATORY NO. 34:

Do YOU contend that YOUR FORGIVENESS NOTE is not a “negotiable instrument” as that term is used in section 3-104(a) of the Uniform Commercial Code? If so, (a) state each fact on which you base YOUR contention; and (b) IDENTIFY all DOCUMENTS containing any fact on which YOU base YOUR contention.

INTERROGATORY NO. 35:

Have YOU signed any retainer or other agreement with any attorney authorizing that attorney to represent YOU regarding the FLEMING chapter 11 case? If so, IDENTIFY each such agreement.

INTERROGATORY NO. 36:

Have YOU paid any legal fees and/or costs to any PERSON relating to the FLEMING chapter 11 case? If so, IDENTIFY each PERSON to whom YOU made such a payment and state the amount of each payment.

INTERROGATORY NO. 37:

IDENTIFY each PERSON who has paid, or who has agreed to pay, YOUR legal fees and/or costs relating to the FLEMING chapter 11 case.

INTERROGATORY NO. 38

Did FLEMING represent to YOU that under no circumstances would it seek cash repayment of any or all of the outstanding balance of the FORGIVENESS NOTE? If so, (a) IDENTIFY each PERSON who made that representation to YOU; (b) state the date, time, place and substance of the representation; (c) IDENTIFY each PERSON who was present when the representation was made; and (d) IDENTIFY all DOCUMENTS that relate or refer to, or in any manner evidence, the representation.

INTERROGATORY NO. 39:

Did any PERSON tell YOU (either in specific words or in substance) that YOU should not enter into an agreement with C&S or AWG regarding YOUR FORGIVENESS NOTE because that PERSON could get the entire amount forgiven. If so, (a) IDENTIFY each PERSON who made that statement to YOU, (b) state the date, time and place the statement was made, (c) IDENTIFY each PERSON who was present when the statement was made, and (d) IDENTIFY all DOCUMENTS that relate or refer to, or in any manner evidence, the statement.

INTERROGATORY NO. 40:

IDENTIFY all DOCUMENTS that relate or refer to, or in any manner evidence or contain, facts of YOUR ability to cover and obtain products from another supplier(s) from March 1, 2003 to the present.

INTERROGATORY NO. 41:

IDENTIFY the PERSON most knowledgeable about YOUR ability to cover and obtain products from another supplier(s) from March 1, 2003 to the present.

INTERROGATORY NO. 42:

IDENTIFY each wholesale food suppliers, other than FLEMING, from which YOU have received inventory from March 1, 2003 to the present.

INTERROGATORY NO. 43:

IDENTIFY all witnesses YOU intend to call at the January 14, 2004 hearing on the MOTION and state the substance of each topic to which each witness is expected to testify.

INTERROGATORY NO. 44:

State what service level would be an acceptable supply ratio for FLEMING to provide to YOU under the FSA.

INTERROGATORY NO. 45:

IDENTIFY any term(s) of the FSA that YOU contend require(s) FLEMING to maintain a particular service level.

INTERROGATORY NO. 46:

IDENTIFY any term(s) of the NOTES or NOTE AMENDMENT that YOU contend require(s) FLEMING to maintain a particular service level.

INTERROGATORY NO. 47:

IDENTIFY and describe all service shortfalls by FLEMING during the term of YOUR currently operative suppliers.

INTERROGATORY NO. 48:

IDENTIFY all secondary suppliers who provided goods to any of YOUR stores after April 1, 2003.

INTERROGATORY NO. 49:

State YOUR gross sales for each of YOUR stores serviced by FLEMING from March 1, 2002 to March 1, 2003 on a monthly basis, and from March 1, 2003 to the present on a weekly basis.

INTERROGATORY NO. 50:

State YOUR gross margins for each of YOUR stores serviced by FLEMING from March 1, 2002 to March 1, 2003 on a monthly basis, and from March 1, 2003 to the present on a weekly basis.

INTERROGATORY NO. 51:

State YOUR gross profits for each of YOUR' stores serviced by FLEMING from March 1, 2002 to March 1, 2003 on a monthly basis, and from March 1, 2003 to the present on a weekly basis.

INTERROGATORY NO. 52:

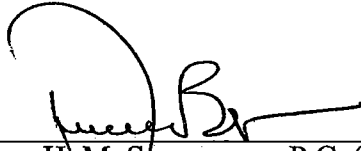
State YOUR net profits for each of YOUR stores serviced by FLEMING from March 1, 2002 to March 1, 2003 on a monthly basis, and from March 1, 2003 to the present on a weekly basis.

INTERROGATORY NO. 53:

State the weekly sales volumes for each of YOUR stores serviced by FLEMING from
March 1, 2002 to the present.

Dated: November 7, 2003

KIRKLAND & ELLIS LLP



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