

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

PROOF OF CLAIM



680175

Bar Date Ref # 21-N-54360

In re
Minter-Weisman Co

Case Number
03-10964

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Name of Creditor and Address

0354652680175

US Foodservice Inc
Sds 12-0457
PO Box 86
Minneapolis MN 55486-0457

651-683-4226
Creditor Telephone Number ()

CREDITOR TAX ID #

36-3038339

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

#14217

Check here if this claim

replaces
or
 amends

a previously filed claim dated _____

1 BASIS FOR CLAIM

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly)
- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed from _____ to _____
(date) (date)

2 DATE DEBT WAS INCURRED

1-30-03

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

\$ **2,237.51**
(unsecured)

(secured)

(unsecured priority)

(total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5 SECURED CLAIM

Check this box if your claim is secured by collateral (including a right of setoff).

Brief description of collateral

- Real Estate
- Motor Vehicle
- Other _____

Value of collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____

6 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim.

Specify the priority of the claim

- Wages, salaries, or commissions (up to \$4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)
- Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal family or household use. 11 U.S.C. § 507(a)(6)
- Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)
- Other. Specify applicable paragraph of 11 U.S.C. § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.

BY MAIL TO
Bankruptcy Management Corporation
P O BOX 900
El Segundo, CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

THIS SPACE FOR COURT
USE ONLY

AUG 22 2003

BMC

DATE SIGNED

8-19-03

SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).

[Signature]

Fleming Companies Claim



06090

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions

DATE 06/26/03
TIME 10 12 56

ALLIANT FOODSERVICE

ID ARPR06-01

PAGE 1

AR RESEARCH REPORT

PAY CHAIN NONE

CUSTOMER 14217 MINTER BROS/WEISMAN
1035 NATHAN LANE N
PLYMOUTH

DC 01 PHONE 612-545-3706-226
CONTACT
MN 55441 TERMS WEEKLY/4

NEW ORDERS	CURRENT	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4	TOT BAL	LAST STMT
2 237 51-	0 00	0 00	33 56	0 00	2,338 19	134 24	2,371 75
OPEN INV	OPEN DEBIT	OPEN PAY	OPEN CREDIT	BATCH PAY	BATCH CRED	BATCH DEBIT	
2,237 51	134 24	0 00	2,237 51	0 00	0 00	0 00	

DATE	DOC #	DESCRIPTION	ORIG AMT	RUN BAL	OPEN +	ACTION	OPEN -
01/28	570536	INVOICE	10,149 71	2,237 51	2,237 51 P	-	
03/03	030303	FINANCE CHG		2,271 07	33 56	-	
04/07	030407	FINANCE CHG		2,304 63	33 56	-	
05/05	030505	FINANCE CHG		2,338 19	33 56	-	
06/02	030602	FINANCE CHG		2,371 75	33 56	-	
06/25	43937	WRITE-OFF		134 24	-	-	2,237 51

DATE 06/26/03
TIME 10 12 56

ALLIANT FOODSERVICE

ID ARPR06-01

PAGE 1

AR RESEARCH REPORT

PAY CHAIN NONE

CUSTOMER 14217 MINTER BROS/WEISMAN
1035 NATHAN LANE N
PLYMOUTH

DC 01 PHONE 612-545-3706-226
CONTACT
MN 55441 TERMS WEEKLY/4

NEW ORDERS	CURRENT	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4	TOT BAL	LAST STMT
2,237 51-	0 00	0 00	33 56	0 00	2,338 19	134 24	2,371 75
OPEN INV	OPEN DEBIT	OPEN PAY	OPEN CREDIT	BATCH PAY	BATCH CRED	BATCH DEBIT	
2,237 51	134 24	0 00	2,237 51	0 00	0 00	0 00	

DATE	DOC #	DESCRIPTION	ORIG AMT	RUN BAL	OPEN +	ACTION	OPEN -
01/28	570536	INVOICE	10,149 71	2,237 51	2,237 51 P	-	
03/03	030303	FINANCE CHG		2,271 07	33 56	-	
04/07	030407	FINANCE CHG		2,304 63	33 56	-	
05/05	030505	FINANCE CHG		2,338 19	33 56	-	
06/02	030602	FINANCE CHG		2,371 75	33 56	-	
06/25	43937	WRITE-OFF		134 24		-	2,237 51

FUU

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re) Chapter 11
)
Fleming Companies, Inc , et al ,¹) Case No 03-10945 (MFW)
) (Jointly Administered)
Debtors)

Objection Deadline May 28, 2003 at 4 00 p m prevailing Eastern time
Hearing Date June 4, 2003 at 4 00 p m prevailing Eastern time

NOTICE OF AUCTION AND SALE HEARING

PLEASE BE ADVISED that, on May 2, 2003, Fleming Companies, Inc and Rainbow Food Group, Inc , two of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned cases, filed with the United States Bankruptcy Court for the District of Delaware ("the Bankruptcy Court") a motion (the "Procedures Motion") for an order (the "Procedures Order") establishing auction procedures (the "Auction Procedures") for the sale of 31 Rainbow Food retail grocery stores (the "Assets")² The Procedures Motion requests that the Procedures Order approve, among other things, this notice (the "Auction Notice") The Court is scheduled to conduct a hearing on the Procedures Motion on May 19, 2003 at 12 30 p m , prevailing Eastern time

PLEASE BE ADVISED that on May 12, 2003, the Debtors filed with the Bankruptcy Court another motion (the "Sale Motion") for authority to sell the Assets As set forth in the Sale Motion, the Debtors intend to sell the Assets free and clear of all liens, claims, rights, interests, and encumbrances If it is not enclosed herewith, you may obtain a copy of the Sale Motion by making a written request to the Debtors' undersigned counsel

PLEASE BE FURTHER ADVISED that on **June 3, 2003, at 11:30 a m prevailing Eastern time**, the Debtors shall hold an auction (the "Auction") for the Assets The Debtors anticipate that, in accordance with their request in the Procedures Motion, the Auction will be governed by the terms and conditions of the Auction Procedures The Auction

¹ The Debtors are the following entities Core-Mark International, Inc , Fleming Companies, Inc , ABCO Food Group, Inc , ABCO Markets, Inc , ABCO Realty Corp , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc ; Dumigan Fuels, Inc , Favara Concepts, Ltd , Fleming Foods Management Co , L L C , Fleming Foods of Texas, L P , 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

² Capitalized terms not expressly defined herein have the meanings ascribed to such terms in the Procedures Motion, or if not expressly defined therein, in the Asset Purchase Agreement ("APA") annexed as an Exhibit thereto

Procedures, as modified since the filing of the Procedures Motion, are set forth in the Sale Motion

PLEASE BE FURTHER ADVISED that the Debtors received an offer to purchase the Assets from the Buyer, which is a wholly-owned subsidiary of Roundy's, Inc. The terms and conditions of such offer, which is subject to higher and better bids at the Auction, are set forth in the Sale Motion

PLEASE BE FURTHER ADVISED that, pursuant to the Auction Procedures, the Debtors may (after consultation with the Official Committee of Unsecured Creditors) (a) with the agreement of the Buyer (which agreement may not be unreasonably delayed or unreasonably withheld) and approval of the Bankruptcy Court, impose additional terms and conditions at or prior to the Auction, (b) with the consent of the Buyer (which consent may not be unreasonably delayed or unreasonably withheld), extend the deadlines set forth in the Auction Procedures, including (without limitation) adjourn the Auction at the Auction, and/or (c) adjourn the Sale Hearing (defined below) in open court without further notice

PLEASE BE FURTHER ADVISED that the Bankruptcy Court has scheduled a hearing for **June 4, 2003, at 4 00 p m., prevailing Eastern time** (the "Sale Hearing") to consider the relief requested in the Sale Motion and to confirm the result of the Auction. The Sale Hearing will be held before the Hon. Mary F. Walrath, United States Bankruptcy Judge, Marine Midland Plaza, 824 Market Street, Sixth Floor, Wilmington, Delaware 19081

PLEASE BE FURTHER ADVISED that objections or responses to any relief requested by the Sale Motion (an "Objection") shall set forth, in writing, with particularity, the grounds for such objections or other statements of position and be filed with the Bankruptcy Court and served in such a manner that it is actually RECEIVED on or before **May 28, 2003, at 4:00 p.m. prevailing Eastern time**, by (a) counsel to the Debtors, Pachulski, Stang, Ziehl, Young, Jones & Weintraub P.C., 919 North Market Street, Sixteenth Floor, Wilmington, Delaware 19801 Attention Laura Davis Jones, Esquire, (b) Office of the United States Trustee, District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2313, Lockbox 35, Wilmington, Delaware 19801, Attention Julie Compton, Esquire, (c) counsel to the Lenders, White & Case, 1155 Avenue of the Americas, New York, New York 10036-2787, Attention Andrew P. DeNatale, Esquire, (d) counsel to the Official Committee of Unsecured Creditors, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005, Attention Dennis F. Dunne, Esquire, and Pepper Hamilton LLP, 100 Renaissance Center, Suite 3600, Detroit, Michigan 48243-1157, Attention Robert S. Hertzberg, Esquire, and (e) counsel to the Buyer, Jenner & Block, LLC, One IBM Plaza, Chicago, Illinois 60611-7603 Attention Brian Swett Esquire. Objections that do not conform to the foregoing will not be considered by the Bankruptcy Court

PLEASE BE FURTHER ADVISED that, if the Bankruptcy Court grants the Sale Motion, the Debtors will have the authority to assume and assign certain of their executory contracts and unexpired leases. Unless a contract or lease counterparty timely objects, in writing, to any of the cure amounts contained in a Cure Notice to be sent to each counterparty by the Debtors (a) the counterparty shall receive from the purchaser the cure amounts stated in the Cure Notice (the "Cure Amounts") at the time of the closing of the sale of the Assets (or promptly thereafter) if its contract or lease is assumed and assigned to the Buyer, and (b) the counterparty shall be forever barred, estopped and enjoined from asserting or enforcing against

the Buyer and/or any of the Debtors or their estates any additional cure amounts in connection with the applicable lease or contract. Any objection or response to a Cure Notice must set forth a specific default in any executory contract or unexpired lease, and claim a specific monetary amount that differs from the relevant Cure Amounts. If the order requested by the Sale Motion is granted, and the Acquired Contracts are assumed and assigned, the counterparties to the Acquired Contracts will be forever barred from asserting against the Debtors, their estates or the Buyer any default allegedly arising or incurred prior to the consummation of the transactions contemplated in the APA, any actual pecuniary loss resulting from such default or any other obligation under the Acquired Contracts arising or incurred prior to the consummation of the transactions contemplated in the APA other than the cure amount set forth in the Cure Notice with respect to the Acquired Contract. Pursuant to 11 U.S.C. § 365(k) upon assignment of any executory contracts or leases each Debtor and its estate shall have no liability for any breach of such contract or lease occurring after such assignment.

PLEASE BE FURTHER ADVISED that, all requests for information concerning the Assets should be directed to the undersigned counsel for the Debtors, Attention Christopher J. Lhulier Esquire at the Wilmington, Delaware office of Pachulski, Stang, Ziehl, Young, Jones & Weintraub, P.C.

Dated: May 12, 2003

KIRKLAND & ELLIS
James H. M. Sprayregen, P.C. (ARDC No. 6190206)
Richard L. Wynne (CA Bar No. 120349)
Bennett L. Spiegel (CA Bar No. 129558)
Shirley Cho (CA Bar No. 192619)
Marjon Ghasemi (CA Bar No. 211551)
777 South Figueroa Street
Los Angeles, California 90017
Telephone (213) 680-8400
Facsimile (213) 680-8500

and

PACHULSKI, STANG, ZIEHL, YOUNG, JONES &
WEINTRAUB P.C.



Laura Davis Jones (Bar No. 2436)
Ira D. Kharasch (CA Bar No. 109084)
Scotta E. McFarland (Bar No. 4184)
Christopher J. Lhulier (Bar No. 3850)
919 North Market Street, Sixteenth Floor
Post Office Box 8705
Wilmington, Delaware 19899-8705 (Courier No. 19801)
Telephone (302) 652-4100
Facsimile (302) 652-4400

Counsel for the Debtors and Debtors in Possession