

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

PROOF OF CLAIM



s132753

In re
Fleming Companies, Inc

Case Number
03-10945

Scheduled Claim Ref # 2-F2-20379
YOUR CLAIM IS SCHEDULED AS
\$1 694 39 UNSECURED

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.

Name of Creditor and Address

DEBONAIR MECHANICAL INC
2649 W 81ST STREET
UNIT 4
HIALEAH FL 33016

0354429390807
AUG 2003

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.

The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.
If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.
If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number ()
CREDITOR TAX ID #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here replaces or amends a previously filed claim dated _____ if this claim _____

1 BASIS FOR CLAIM

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

Your social security number _____
Unpaid compensation for services performed from _____ to _____
(date) (date)

2 DATE DEBT WAS INCURRED 2/18/03

3 IF COURT JUDGMENT DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 1,694.39 (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

DATE SIGNED
8-28-03

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

THIS SPACE FOR COURT USE ONLY
FILED
SEP 05 2003
BMC
Fleming Companies Claim
08232

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

**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)
Debtors)	(Jointly Administered)

**NOTICE OF DEADLINE FOR THE
FILING OF PROOFS OF CLAIM AND PROOFS OF INTEREST**

TO ALL CREDITORS OF THE DEBTORS

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (the "Debtors") filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (as amended from time to time, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court") The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code

Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 3002(c)(3), all Persons and Entities, including, without limitation, individuals, partnerships, corporations, estates, trusts, governmental units (which shall include all entities defined as such in Section 101(27) of the Bankruptcy Code, including any such entity that holds a claim arising from prepetition tax years or periods or from prepetition transactions to which a Debtor was a party), and entities asserting claims against an individual Debtor that arose out of the obligations of such entities or the Debtors under a contract for the provision of liability insurance (each a "Creditor" and collectively, "Creditors"), holding or wishing to assert a claim as defined in Section 101(5) of the Bankruptcy Code against any of the Debtors (collectively, the "Claims") or interest in any of the Debtors (collectively, the "Interests") arising on or before April 1, 2003 (the "Petition Date"), are required to file a separate, completed and executed proof of claim form conforming substantially to Official Bankruptcy Form 10) (the "Proof of Claim") on account of any Claims such Creditors hold or wish to assert against the Debtors, so that the Proof of Claim is actually received on or before 4 00 p m Pacific Daylight Time on September 15, 2003 (the "General Bar Date"), or in the case of governmental units, by October 1, 2003, the "Governmental Unit Bar Date," by the Debtors' Official Notice and Claims Agent at the following address

Bankruptcy Management Corporation ("BMC")
1330 East Franklin Avenue, El Segundo, CA 90245 (for overnight mail or hand delivery)
P O Box 900, El Segundo, CA 90245-0900 (for regular mail)
Telephone 1-888-909-0100

Notwithstanding the foregoing, AT THIS TIME, Proofs of Claim ARE NOT REQUIRED to be filed by Creditors holding or wishing to assert Claims against the Debtors of the types that are set forth in clauses (a) through (f) below (collectively, the "Excluded Claims")

- (a) Claims listed in the Debtors' Schedules of Assets and Liabilities (the "Schedules") filed with the Court, pursuant to Bankruptcy Rule 1007, or any amendments thereto, which are not therein listed as "contingent," "unliquidated" or "disputed," and which are not disputed by the creditor holding such claim as to nature, amount, or classification,
- (b) Claims on account of which a Proof of Claim has already been properly filed with the Court,
- (c) Claims previously allowed by, or paid pursuant to, an order of the Court, including, without limitation, any claims of the Agents and/or the Lenders allowed pursuant to the Final DIP Order,²
- (d) Claims allowable under Sections 503(b) and 507(a)(1) of the Bankruptcy Code as administrative expenses of the Debtors' chapter 11 cases,
- (e) Claims made by any of the Debtors or any direct or indirect subsidiary of any of the Debtors against one or more of the other Debtors,
- (f) Claims of an entity whose claim is limited exclusively to a claim for the repayment of principal and/or interest on or under any issuance by any of the Debtors of any debt security (collectively, the "Notes") or any indenture in respect of each issue of the Notes (the "Indentures" and each such Indenture collectively with the Notes issued thereunder, the "Debt Instruments"), provided, however, that (i) the foregoing exclusion shall not apply to the indenture trustees under any of the

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 Dunigan Fuels Inc Favar 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 The term 'Final DIP Order' refers to the Final Order Authorizing (I) Post-Petition Financing Pursuant to 11 U S C § 364 and Bankruptcy Rule 4001(c) (II) Use of Cash Collateral Pursuant to 11 U S C § 363 and Bankruptcy Rules 4001(b) and (d) (III) Grant of Adequate Protection Pursuant to 11 U S C §§ 361 and 363 and (IV) Approving Secured Inventory Trade Credit Program and Granting Subordinate Liens Pursuant to 11 U S C §§ 105 and 364(c)(3) and Rule 4001(c)

DebonAir Mechanical, Inc

2649 W 81 St
Hialeah, FL 33016

Invoice

DATE	INVOICE #
3/1/2003	223041S

BILL TO

FLEMING MIAMI DIVISION
3400 NW 74TH AVENUE
MIAMI FL 33122

P O NO	TERMS	PROJECT
	NET 30	

SERVICES RENDERED	AMOUNT
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MONTHLY SERVICE CONTRACT CHARGES
FOR MARCH 2003

TOTAL AMOUNT DUE UPON RECEIPT	400 00
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Total	\$400 00
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CM C051447

SERVICE ORDER INVOICE



Mechanical Air Conditioning

2649 W 81 St Unit 4 Hialeah FL 33016

(305) 826 2240 Fax (305) 826 2966

Toll Free 1 800 447 1562

www.debonairac.com



Air Conditioning Contractor of America

100% COMMERCIAL EQUIPMENT REPAIR

BILL TO _____

2/26/03

THIS WORK IS TO BE

JOB NUMBER _____ CUSTOMER NUMBER _____

SERVICE CONTRACT WARRANTY

MAKE _____	MAKE _____
MODEL _____	MODEL _____
SERIAL NUMBER _____	SERIAL NUMBER _____

NAME _____

STREET _____	DATE _____
--------------	------------

CITY _____

PHONE _____ AUTHORIZED BY _____

REASON FOR CALL _____

QTY	MATERIALS & SERVICE	UNIT PRICE	AMOUNT
2	SERVICE MATERIALS	5.00	10.00
			24.50
			12.00

DESCRIPTION OF WORK PERFORMED

TOTAL MATERIALS 36.50

REG HRS	OT HRS	TECHNICIAN	REG RATE	OT RATE	AMOUNT
7		_____	20		140.00
			40		300.00

SPECIAL NOTES & RECOMMENDATIONS

START TIME _____ FINISH TIME _____

LIMITED WARRANTY all materials parts and equipment are warranted by the manufacturers or suppliers written warranty only All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing The above named company makes no other warranties express or implied and its agents or technicians are not authorized to make any such warranties on behalf of the above named company

TOTAL SUMMARY	
TOTAL MATERIALS	36.50
TOTAL LABOR	440.00
TRAVEL CHARGE	
TOTAL	476.50 ✓

I have authority to order the work outlined above which has been satisfactorily completed I agree that the seller retains title to equipment/materials furnished until the final payment is made if payment is not made as agreed Seller can remove said equipment/materials at Seller's expense Any damage resulting from said removal shall not be the responsibility of Seller

TERMS Total balance due is payable upon receipt A late charge of 1.5% per month will be applied to any outstanding amounts after 30 days
In the event Debon Air Mechanical Inc employs an attorney to enforce this agreement or to collect any delinquent payments Customer agrees to pay all court costs and reasonable attorney's fees incurred or expended by Debon Air Mechanical Inc including appeals

CUSTOMER SIGNATURE _____ DATE _____

Thank You

CM C051447

**SERVICE ORDER
INVOICE**



Mechanical Air Conditioning
2649 W 81 St Unit 4 Hialeah FL 33016
(305) 826 2240 Fax (305) 826 2966
Toll Free 1 800 447 1562
www.debonairac.com



Air Conditioning Contractors of America
COMMERCIAL CONTRACTOR

13874

BILL TO _____

2/26/03

THIS WORK IS TO BE

JOB NUMBER _____ CUSTOMER NUMBER _____

SERVICE CONTRACT WARRANTY

MAKE _____ MAKE _____

MODEL _____ MODEL _____

SERIAL NUMBER _____ SERIAL NUMBER _____

NAME _____

STREET _____ DATE *2-19-03*

CITY _____

PHONE _____ AUTHORIZED BY _____

REASON FOR CALL _____

DESCRIPTION OF WORK PERFORMED

Refrigerant leak repair on 2 ton split system

Evaporator coil cleaned

Condenser coil cleaned

Refrigerant recharged

System vacuumed

Leak located and repaired

QTY	MATERIALS & SERVICE	UNIT PRICE	AMOUNT
1	SERVICE MATERIALS		0.00
1	<i>1 lb R-22</i>		45.00
1	<i>1 lb R-410A</i>		30.00
TOTAL MATERIALS			75.00

REG HRS	OT HRS	TECHNICIAN	REG RATE	OT RATE	AMOUNT
2		<i>CF</i>	60		120.00
TOTAL MATERIALS					75.00

SPECIAL NOTES & RECOMMENDATIONS

START TIME _____ FINISH TIME _____

I have authority to order the work outlined above which has been satisfactorily completed I agree that the seller retains title to equipment/materials furnished until the final payment is made if payment is not made as agreed Seller can remove said equipment/materials at Seller's expense Any damage resulting from said removal shall not be the responsibility of Seller

LIMITED WARRANTY all materials parts and equipment are warranted by the manufacturers or suppliers written warranty only All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing The above named company makes no other warranties express or implied and its agents or technicians are not authorized to make any such warranties on behalf of the above named company

TOTAL SUMMARY

TOTAL MATERIALS	75.00
TOTAL LABOR	120.00
TRAVEL CHARGE	
TOTAL	195.00

TERMS Total balance due is payable upon receipt A late charge of 1.5% per month will be applied to any outstanding amounts after 30 days

In the event Debon Air Mechanical Inc employs an attorney to enforce this agreement or to collect any delinquent payments Customer agrees to pay all court costs and reasonable attorneys fees incurred or expended by Debon Air Mechanical Inc including appeals

CUSTOMER SIGNATURE _____ DATE _____

Thank You

2649 W 81 St
Hialeah, FL 33016
Dade (305) 826-2240
Toll-free 1-800-447-1562
Fax (305) 826-2966



3700

Work Authorization

OWNER-PURCHASER Fleming Foods DATE 2-18-03

ADDRESS 3555 NW 77 Ave

The undersigned, hereby authorizes and directs Debonair Mechanical to furnish the following described labor and materials

To clean Evaporator coil on PKG. unit for Produce Dept.

To check operation after cleaning.

Unit is very old & in poor condition.

Debonair will not be responsible for coil deterioration or anything else that may occur due to age.

To install new low pressure switch. Sys was only running on one circuit.

The total contract price is (\$ _____)

To be based upon actual time and materials Labor to be charged at \$60.00 per hour per man

<small>TERMS AND CONDITIONS It is expressly agreed that title to above described property is retained by seller and shall not pass to purchaser until the entire purchase price has been paid. Said property shall be and remain personal property and retain its character as such regardless of the manner in which same is attached or affixed to realty. Purchaser shall not sell, transfer or encumber said property until the full purchase price therefor has been paid. The purchase price shall be due and payable as provided under terms above and upon the failure of the purchaser to make any payment when due, seller, at its option, may declare the entire balance of the purchase price due and payable. In case of default, purchaser shall pay all costs and damages, including a reasonable attorney's fee for collecting this account or repossessing the said property, whether suit be brought or not. Purchaser hereby waives demand, presentment and all other conditions precedent required to make it liable. No warranties, representations or promises, not expressly appearing in writing in this contract will be recognized, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. This agreement shall not be binding on the seller until duly accepted and executed by an authorized officer of the seller. The execution of this agreement by seller is subject to force majeure and is contingent upon strikes, accidents, acts of God, weather conditions, regulations or other restrictions imposed by any Government or Governmental agency or other delays beyond seller's control. Purchaser agrees to obtain and keep in force fire, windstorm and extended coverage insurance to the actual cash value of the property, with loss payable to seller as its interests may appear. Copy or certificate of coverage to be delivered to seller.</small>	TERMS
	DEBONAIR MECHANICAL, INC.
By <u>Radomir P. [Signature]</u> (Seal) Owner-Purchaser	By <u>[Signature]</u> (Seal) Authorized Agent

Office - White

Bookkeeping - Yellow

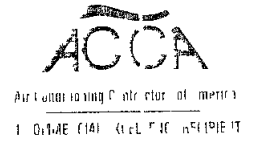
Customer's Copy - Pink

CM C051447

SERVICE ORDER INVOICE



Mechanical Air Conditioning
2649 W 81 St Unit 4 Hialeah FL 33016
(305) 826 2240 Fax (305) 826 2966
Toll Free 1 800 4471562
www.debonairac.com



13375

BILL TO _____

2/26/03
CP

THIS WORK IS TO BE

JOB NUMBER _____ CUSTOMER NUMBER _____

SERVICE CONTRACT WARRANTY

MAKE _____ MAKE _____

MODEL _____ MODEL _____

SERIAL NUMBER _____ SERIAL NUMBER _____

NAME Wm A. ... DATE 4-23

STREET 555 N 17th Ave

CITY _____

PHONE _____ AUTHORIZED BY _____

REASON FOR CALL ...

QTY	MATERIALS & SERVICE	UNIT PRICE	AMOUNT
1	SERVICE MATERIALS		5.00
1	1-1/2" A/C pipe	14.50	29.50

DESCRIPTION OF WORK PERFORMED

...

REG HRS	OT HRS	TECHNICIAN	REG RATE	OT RATE	AMOUNT
1.5		JT	100		150.00

SPECIAL NOTES & RECOMMENDATIONS

TOTAL MATERIALS 34.50

START TIME _____ FINISH TIME _____

LIMITED WARRANTY all materials parts and equipment are warranted by the manufacturers or suppliers written warranty only All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing The above named company makes no other warranties express or implied and its agents or technicians are not authorized to make any such warranties on behalf of the above named company

TERMS Total balance due is payable upon receipt A late charge of 1 5% per month will be applied to any outstanding amounts after 30 days

In the event Debon Air Mechanical Inc employs an attorney to enforce this agreement or to collect any delinquent payments Customer agrees to pay all court costs and reasonable attorneys fees incurred or expended by Debon Air Mechanical Inc including appeals

TOTAL SUMMARY

TOTAL MATERIALS	34.50
TOTAL LABOR	150.00
TRAVEL CHARGE	
TOTAL	184.50

Thank You

I have authority to order the work outlined above which has been satisfactorily completed I agree that the seller retains title to equipment/materials furnished until the final payment is made if payment is not made as agreed Seller can remove said equipment/materials at Seller's expense Any damage resulting from said removal shall not be the responsibility of Seller

CUSTOMER SIGNATURE _____ DATE _____