

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

PROOF OF CLAIM



s135502

Scheduled Claim Ref # 2-F2-23128

YOUR CLAIM IS SCHEDULED AS

\$1 502 84 UNSECURED

In re
Fleming Companies, Inc

Case Number
03-10945

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.

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.

Name of Creditor and Address

MURRYS INC
P O BOX 64976
BALTIMORE MD 21264

0354429418177

Creditor Telephone Number ()

CREDITOR TAX ID #

540698135

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

FLE51024

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

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

3 IF COURT JUDGMENT DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

\$ 1550 16
(unsecured)

\$ _____
(secured)

\$ _____
(unsecured priority)

\$ 1550 16
(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

FILED

SEP 05 2003

DATE SIGNED

9/3/03

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

[Signature] (FO)

BMC
Fleming Companies Claim



08362

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 Order²
- (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)

Murry's

***** I N V O I C E *****

INVOICE 318843
 DATE 02/28/03
 PAGE 1

S FLEMING WARSAW
 O T CTP / WARSAW DIVISION (Bill)
 L O P O BOX 268854
 D OKLAHOMA CITY OK 73126-8854

S FLEMING WARSAW
 H T Ship PHONE# 910-293-7821 EXT3885
 I O HIGHWAY 117 SOUTH
 P WARSAW NC 28398

SHIP TO P O NO / SALES REPRESENTATIVE SHIP VIA PPD/COLL TERM DUE DATE
 FLE50803 575385 / D&H MARKING MURRY'S TRUCK Prepaid 0%, NET 30 03/30/03

CHARGE ORDER NO / ORD DATE PPS-NO PPS DATE WAREHOUSE
 FLE51024 209835 02/27/03 212966 02/27/03 7000

QTY	SHIP ITEM	DESCRIPTION	PACK/ SIZE	LIST PRICE	O I ALLOW	NET COST	EXTENDED PRICE	UNIT COST
33	01050	ORIG FR TST STIX BX	12/1 00	22 08	0 00 P	22 08	728 64	1 84
5	03350	MURRY'S SUBSTEAK 28oz	12/1 75	39 48	0 00 P	39 48	197 40	3 29
6	04001	HASH BROWN PATTY	12/2 53	26 28	0 00 P	26 28	157 68	2 19
16	62201	CHIC STRIP 20 OZ	6/1 25	17 94	0 00 P	17 94	287 04	2 99
10	62301	CHIC PATTY 20 OZ	6/1 25	17 94	0 00 P	17 94	179 40	2 99

SUBTOTAL - WET ITEMS Case(s) 70 \$1,550 16

 * Please Remit Payment To *
 * Murrys Inc *
 * PO Box 64976 *
 * Baltimore MD 21264-4976 *

= Promotion
 tal Cases 70

TOTAL PAYMENT DUE \$1,550 16

- Billing Questions, please contact the A/R department at 301-420-6400 (ext 282)



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

**In re Fleming Companies, Inc et al
Case No 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On July 1, 2005, document(s) were appended to Claim Number **8362** for the following reason(s)

- Stipulation and Agreement Dated June 14, 2005
- New Supporting Documents
- Letter and Notice Dated
- Notice of Withdrawal of Claim
- Other Docket ##

GLOBAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement"), effective upon execution by all parties hereto, is made and entered into by and between PCT ("Plaintiff") and Murry's Inc ("Defendant") on June 14, 2005

RECITALS

WHEREAS, on April 1, 2003, Fleming Companies, Inc and its affiliated chapter 11 debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, commencing cases which are jointly administered under Case No 03-10945 (MFW), and

WHEREAS, on July 27, 2004, the Court entered an order confirming the Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the "Plan"), which Plan became effective on August 23, 2004, and

WHEREAS, PCT was created pursuant to the Plan to, among other things, prosecute, compromise and otherwise liquidate causes of action stated in the Complaint, and

WHEREAS, on March 7, 2005, Plaintiff filed in the United States Bankruptcy Court for the District of Delaware a complaint (the "Complaint") against Defendant, styled PCT v. Murry's Inc., Adv Pro No 05-75752 (PBL), and

WHEREAS, Plaintiff believes that it has valid claims against Defendant for the counts as stated in the Complaint, and Defendant believes that it has valid defenses to Plaintiff's claims, and

WHEREAS, in view of the expense and difficulty in litigating the merits of Plaintiff's claim(s) and Defendant's defenses, the parties have decided to resolve this matter amicably and without further litigation

NOW THEREFORE in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

AGREEMENT

1 Within five (5) days after the execution of this Settlement Agreement by all parties hereto, Defendant shall pay \$2,950 00 in immediately available funds to Plaintiff in full and final satisfaction of the claims asserted in the Complaint (the "Settlement Amount") Checks should be made payable to "PCT" and mailed to

AlixPartners LLC
Adam Sanderson
2100 McKinney Ave , Suite 800
Dallas, TX 75201

2 Effective upon receipt of the Settlement Amount, Plaintiff releases, acquits and forever discharges Defendant and its respective agents from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable, which Plaintiff now has or hereafter may have against Defendant related to or arising from the causes of action stated in the Complaint

3 Effective upon receipt of the Settlement Amount by Plaintiff, Defendant releases, acquits and forever discharges Plaintiff and its agents from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material,

immaterial, disputed, undisputed, legal or equitable, which Defendant now has or hereafter may have against Plaintiff related to or arising from the causes of action stated in the Complaint

4 Notwithstanding the foregoing, the parties do not release or waive the right to enforce any provision of this Settlement Agreement

5 Defendant agrees that it shall not file any additional proof of claim on account of the Settlement Amount and waives any claim that it may have under 11 U.S.C. § 502(h) arising out of this Settlement Agreement

6 Defendant acknowledges that its proof of claim number 8362 filed on September 5, 2003 asserted in the amount of \$1,550.16 and Plaintiff's objections, if any, thereto are resolved by this Settlement Agreement. Claim No. 8362 is hereby withdrawn and is of no further force or effect and no distribution shall be made to Defendant by Plaintiff on account of such claim.

7 This Settlement Agreement and the documents referred to herein constitute the entire agreement between the parties with regard to the subject matter hereof. The Settlement Agreement may not be modified or amended except in writing signed by all signatories hereto or their successors in interest.

8 Immediately after receipt of the Settlement Amount by the PCT in immediately available funds and confirmation that such funds have been deposited into the PCT's account, Plaintiff shall cause a Stipulation of Dismissal with Prejudice to be executed on its behalf by its counsel and filed with the Bankruptcy Court.

9 Defendant shall keep the Settlement Amount confidential and shall not disclose in any form or manner the nature of the Settlement Amount, except as required by law. ~~Defendant shall indemnify Plaintiff for any damages incurred by breaching the provisions of this paragraph.~~

*NWA
JA*

10 This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted. Each party is entering into this Settlement Agreement voluntarily, without duress, with the consultation and advice of its legal counsel (or upon a voluntary waiver of the right to such consultation and advice), and with full understanding of its terms.

11 This Settlement Agreement shall be interpreted and construed in accordance with the provisions of the Bankruptcy Code and, where not inconsistent, the laws of the State of Delaware, without regard to the conflict of laws jurisprudence of the State of Delaware.


12 Any dispute, action or proceeding arising out of or relating to this Settlement Agreement shall be within the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware.

13 This Settlement Agreement may be executed in any number of counterparts and such counterparts may, at the option of the executing party, be delivered by telefacsimile, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

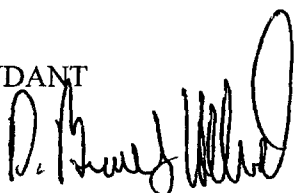
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused the Settlement Agreement to be duly executed as set forth below.

AGREED TO BY

PLAINTIFF

By: 
KIRKLAND & ELLIS LLP
Eric Liebler (CA Bar No. 149504)
Lisa Odom (CA Bar No. 233860)
777 South Figueroa Street
Los Angeles, California 90017
Telephone (213) 680-8400
FACSIMILE (213) 680-8500

DEFENDANT

By: 
Name D. BRADLEY HOLLAND
Title CFO
Defendant Murry's Inc

Attorneys for Plaintiff PCT