

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

PROOF OF CLAIM



664555

Bar Date Ref # 1-NV-7771

In re
Fleming Companies Inc ET AL

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

**FILED
SEP 09 2003
BMC**

Name of Creditor and Address

0354653664555

Martin Oil
528 N First St
Bellwood PA 16617

Creditor Telephone Number *610 742 7351*

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

CREDITOR TAX I D #
25-1154607

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
Rebate Adjustments

Check here 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

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE
\$ *1763.10* (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ *1763.10* (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

THIS SPACE FOR COURT USE **FILED**

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

SEP 09 2003
BMC

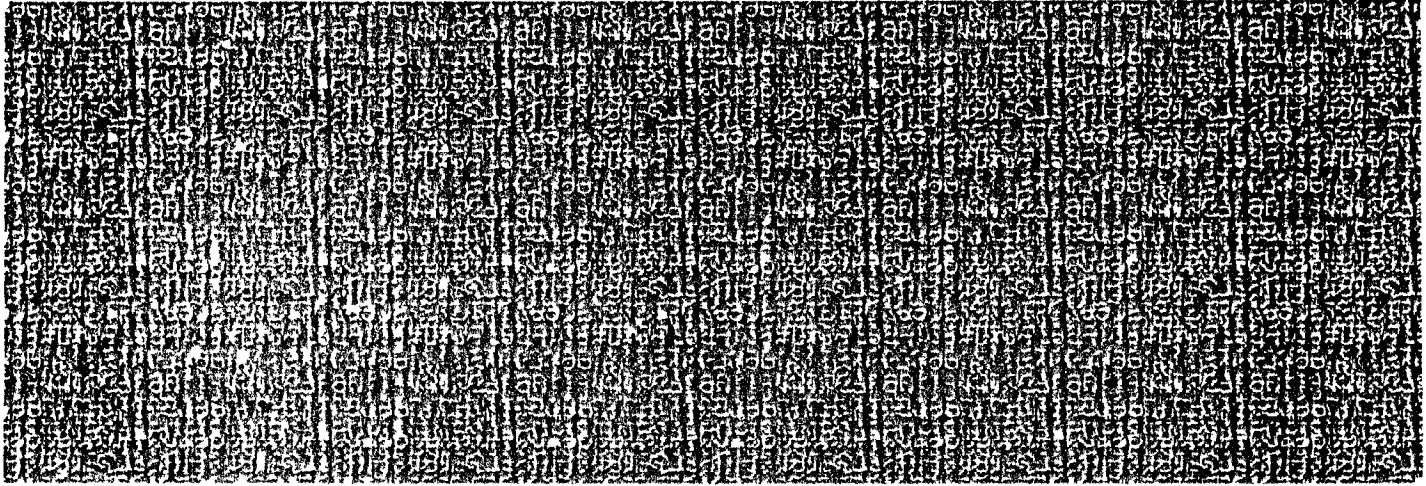
DATE SIGNED
9/5/03

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)
Joseph Irwin Credit Manager



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



329

S2020

CHECK # **904082178** FLEMING COMPANIES, INC

Page 1

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW

IF NOT CORRECT PLEASE NOTIFY US PROMPTLY

INVOICE DATE CCYY MM DD	INVOICE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT	DIV NO
2003 03 17	MARTINS	1,763 10	00	1,763 10	143
	*** Total ***	1,763 10	00	1,763 10	

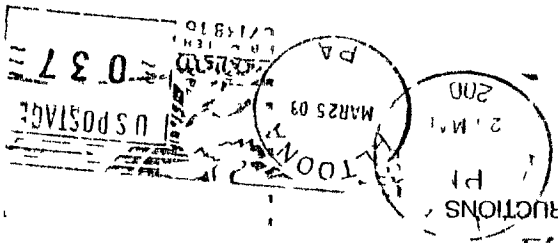
11/28
02/28

*Above Payment was Stopped by Fleming
The amount is Total Rebate doe from 12-02 thru 2-7-07
see attached highlighted for Documentation*



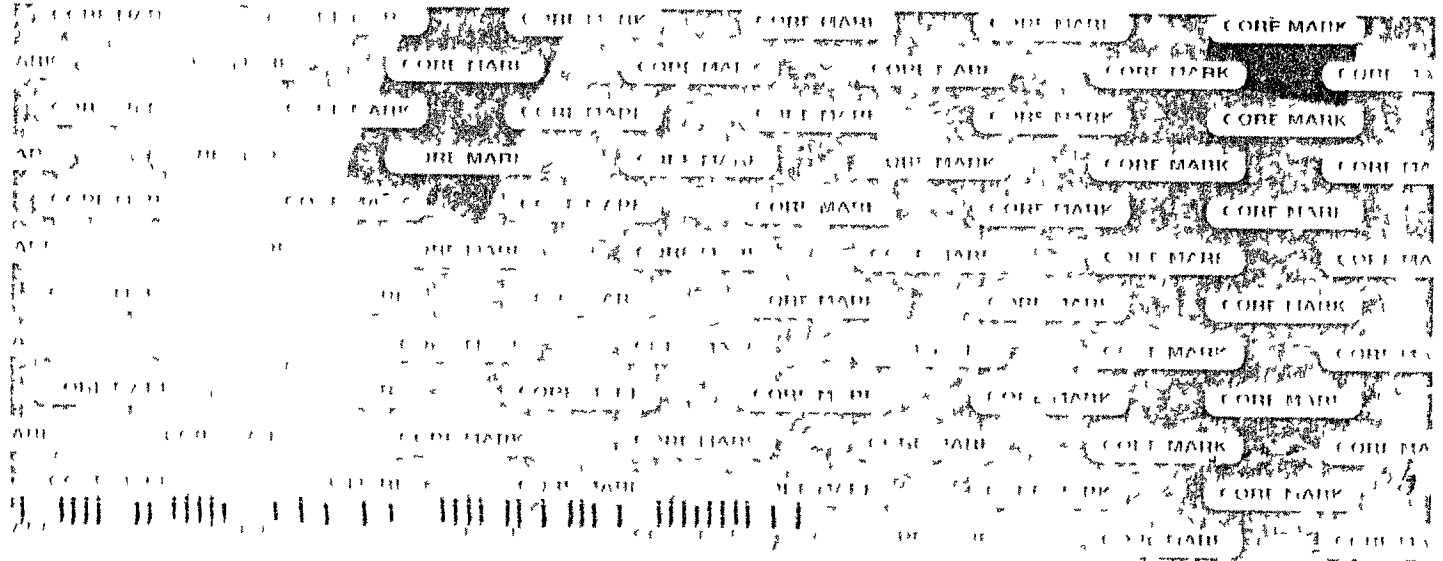
MARTIN OIL
528 N FIRST STREET
BELLWOOD, PA 16617

395 OYSTER POINT BLVD
SUITE 415
SOUTH SAN FRANCISCO
CA 94080 USA



SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

TO OPEN - FOLD AND TEAR AT PERFORATION



- A In the event there are significant changes to manufacturer programs, significant regulatory changes, supplier reserves the right to reopen discussions related to cigarette sell plan
- B Fleming will price protect Martin Oil Company one week based upon specific manufacturer time frame protection Retail stores will be paid within 60 days of price change reconciliation

12 Fee/Freight Schedule

- A Product delivery fees are outlined in exhibit "A" of this proposal
- B No service fees or MSI order equipment charges
- C Fuel surcharge will be active and float with the market when Fleming purchases mixed grade diesel over \$ 95 per gallon See attached review of fuel surcharge calculation

557 5017 1971

13 Payment Terms

- A Martin Oil Company terms are seven (7) days from date of statement
- B EFT payments electronically drafted from Martin Oil Company's bank account the following day after last delivery receives a 20% discount This rebate would amount to approximately \$5,000 a year

10015 45-150

14 Proposal

- A Fleming desires to be Martin Oil Company's supplier and enter into a three-year supply agreement Fleming would agree to pay Martin Oil Company a 1% non cigarette rebate, based on the volume given to Fleming, this would be approximately \$10,000 a year In addition, Fleming agrees to purchase Diesel Fuel from Martin Oil Company (see Calculation Sheet) This is contingent upon credit approval and the approval by the Fleming Business Development Committee
- B For Fleming fees please refer to exhibit "A" of this proposal

15 Food Service

- A Fleming will support specific Food Service requirements desired by Martin Oil Company
 - *Training and Education
 - *Movement analysis and product movement information
 - *Martin Oil Company will have an opportunity to market Fleming Food Service Branded concepts



16 Summary

We desire to be Martin Oil Company's long term supplier. Prior points serve to summarize our intent and commitment. We submit this Business Proposal, summarizing the key economic points, as well as outlined the service expectations.

Thank you for this opportunity. We look forward to being your supplier of choice, working together to **"Win at Retail"**

Respectfully Submitted by

David L. Fink
New Business Development Coordinator
Fleming CSD Altoona



Martin Oil Company

Phone (814) 742-8438
 800-252-3868
 Fax (814) 742-8458
 Voicemail (814) 742-9228
 www.martinoilco.com

Corporate Headquarters 528 N First Street, Bellwood, PA 16617

January 29, 2002

Code 344 1383 10 4/22/02
 LR for 3 2/24
 "DANIEL'S BATES" 12-11-02 4 3/24 - 4/20 1122 23 6/2

Mr Mike Klein
 Division President
 Fleming
 3010 Seventh Avenue
 Altoona, PA 16603

Dear Mike

This letter summarizes the terms of agreement between Martin Oil Company/Martin General Stores ("Martin") and Fleming, as we understand them


- 1 Fleming will pay to Martin \$14,859 this year in marketing funds Payment will be made on a period basis Similar marketing funds will be provided for each subsequent year, based on purchases
- 2 Fleming will pay to Martin 1% non-cigarette rebate
- 3 Fleming will pay to Martin \$2,000 per new location for new store development
- 4 Fleming will discount Martin Oil Company 2% for 7-10 day EFT of Martin's account - SG has been receiving
- 5 Beginning February 1, 2002, Fleming will purchase a minimum of 5000 gallons of diesel fuel per week, on average, annually
 - a If Fleming falls below 5000 gallons per week, on average, Fleming will pay Martin 10¢ per gallon for every gallon below 5000 Payment will be made quarterly
 - b If Fleming exceeds the 5000 gallon per week annual average in quarters subsequent to a shortfall, Fleming will deduct the prior prepayment to Martin from marketing funds
- 6 Martin will bill Fleming for fuel and Fleming will pay every 15 days Payment will be by check
- 7 Martin will sell fuel to Fleming at street price less 2 cents per gallon, on Martin Gold Star credit cards
 The discount will be off statement

This agreement is in consideration of Fleming serving as Martin's primary distributor of non-DSD products now being supplied by Liberty USA

Either party may cancel this agreement in writing with thirty (30) days notice

We very much look forward to beginning our relationship with Fleming.

Respectfully,


 Janice Martin
 General Manager

1% MARKETING CREDIT
 "DANIEL'S BATES" FIRST Q \$ 1,314.47 REC 6/2/02 (PDS 3.1.1)

Cc Martin Oil Company Board of Directors

DELIVERED FEB 04 2002

Balancing Fleming Check

Location	.002 Fleming Discount	Week 1 02/07/03	Week 2 02/14/03	Week 3 02/21/03	Week 4 02/28/03			Grand Total
201 Saxton	\$40 47	\$5,127 91	\$4,730 07	\$5,251 31	\$5,124 40			\$20,233 69
202 Claysburg	\$53 46	\$4,778 68	\$5,453 90	\$8,211 14	\$8,284 65			\$26,728 37
203 Main Street	\$28 48	\$3,160 02	\$4,780 77	\$3,501 57	\$2,795 39			\$14,237 75
206 Reighards	\$2 49	\$524 58	\$154 02	\$302 43	\$266 07			\$1,247 10
207 Intersection	\$31 61	\$3,859 10	\$2,805 56	\$4,144 04	\$4,998 33			\$15,807 03
208 Altoona	\$55 22	\$8,437 69	\$5,065 01	\$8,367 45	\$5,739 43			\$27,609 58
209 Williamsburg	\$64 21	\$5,974 60	\$8,971 77	\$9,795 10	\$7,361 91			\$32,103 38
210 Kettle Street	\$1 66	\$421 75	\$0 00	\$409 90	\$0 00			\$831 65
218 Gallitzin	\$46 53	\$5,624 59	\$7,207 36	\$4,822 96	\$5,608 49			\$23,263 40
226 Alexandria	\$72 99	\$10,915 62	\$9,698 26	\$7,867 04	\$8,015 44			\$36,496 36
227 Mt Union	\$35 12	\$4,175 40	\$4,914 84	\$3,361 22	\$5,108 16			\$17,559 62
228 Orbisonia	\$83 38	\$11,482 70	\$9,011 28	\$12,523 41	\$8,674 74			\$41,692 13
000	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00			\$0 00
000	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00			\$0 00
Totals	\$515.62	\$64,482 64	\$62,792 84	\$68,557 57	\$61,977 01	\$0 00	\$0 00	\$257,810 06

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Balancing Fleming Check

Location	.002 Fleming Discount	Week 1 01/03/03	Week 2 01/10/03	Week 3 01/17/03	Week 4 01/24/03	Week 5 01/31/03		Grand Total
201 Saxton	\$63 91	\$10,492 36	\$5,071 62	\$5,956 17	\$5,330 83	\$5,101 73		\$31,952 71
202 Claysburg	\$91 81	\$16,295 24	\$6,141 70	\$6,454 97	\$9,564 11	\$7,449 55		\$45,905 57
203 Main Street	\$47 60	\$8,001 52	\$2,615 01	\$4,914 59	\$4,128 50	\$4,140 64		\$23,800 26
206 Reighards	\$2 37	\$1,422 01	\$249 59	-\$705 16	\$217 15	\$0 00		\$1,183 59
207 Intersection	\$43 77	\$7,701 87	\$3,187 54	\$3,570 87	\$3,989 69	\$3,435 47		\$21,885 44
208 Altoona	\$77 22	\$12,647 69	\$3,312 08	\$13,229 52	\$5,528 60	\$3,890 70		\$38,608 59
209 Williamsburg	\$94 14	\$13,568 83	\$9,559 56	\$7,866 65	\$7,277 38	\$8,795 28		\$47,067 70
210 Kettle Street	\$1 58	\$431 24	-\$26 52	\$276 14	\$108 80	\$0 00		\$789 66
218 Gallitzin	\$63 41	\$9,593 53	\$7,611 57	\$5,564 91	\$4,324 70	\$4,609 77		\$31,704 48
226 Alexandria	\$113 39	\$19,370 48	\$11,122 03	\$9,720 46	\$9,005 46	\$7,477 95		\$56,696 38
227 Mt Union	\$52 93	\$9,089 01	\$3,026 62	\$4,339 29	\$3,242 17	\$6,767 70		\$26,464 79
228 Orbisionia	\$140 94	\$21,805 35	\$12,012 85	\$12,139 55	\$12,589 38	\$11,921 55		\$70,468 68
000	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00		\$0 00
000	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00		\$0 00
Totals	\$793 07	\$130,419 13	\$63,883 65	\$73,327 96	\$65,306 77	\$63,590 34	\$0 00	\$396,527 85

Balancing Fleming Check

Location	.002 Fleming Discount	Week 2 12/13/02	Week 3 12/20/02	Week 4 12/27/02				Grand Total
201 Saxton	\$27 13	\$1,518 47	\$6,024 50	\$6,024 50				\$13,567 47
202 Claysburg	\$61 05	\$6,769 37	\$11,877 08	\$11,877 08				\$30,523 53
203 Main Street	\$22 48	\$2,253 35	\$4,492 78	\$4,492 78				\$11,238 91
206 Reighards	\$1 85	\$493 01	\$216 49	\$216 49				\$925 99
207 Intersection	\$25 07	\$3,217 01	\$4,659 20	\$4,659 20				\$12,535 41
208 Altoona	\$32 87	\$5,700 16	\$5,366 40	\$5,366 40				\$16,432 96
209 Williamsburg	\$50 36	\$4,666 12	\$10,257 68	\$10,257 68				\$25,181 48
210 Kettle Street	\$1 34	\$448 43	\$111 84	\$111 84				\$672 11
218 Gallitzin	\$37 28	\$6,238 76	\$6,201 06	\$6,201 06				\$18,640 88
226 Alexandria	\$66 31	\$11,364 84	\$10,896 27	\$10,896 27				\$33,157 38
227 Mt Union	\$27 14	\$5,316 27	\$4,128 05	\$4,128 05				\$13,572 37
228 Orbisonia	\$101 52	\$7,157 96	\$10,140 62	\$10,140 62				\$27,439 20
000	\$0 00	\$0 00	\$0 00	\$0 00				\$0 00
000	\$0 00	\$0 00	\$0 00	\$0 00				\$0 00
Totals	\$454 40 + .01	\$55,143 75	\$74,371 97	\$74,371 97	\$0 00	\$0 00	\$0 00	\$203,887 69