ORIGINAL

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	PROOF OF CLAIM
In re ABCO MARKETS, INC.	Case Number 03-10947

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

Name of Creditor and Address

The Bank of New York
c/o Seward & Kissel LLP
One Battery Park Plaza
New York, New York 10004
Attn Laurie R. Binder, Esq

Creditor Telephone Number (212 574-1200

☐ 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

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

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) (See attached addendum)
☐ 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 _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED 3/15/01,6/18/02

3 IF COURT JUDGMENT DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE $ 578,419,097 22 (unsecured) $ _____ (secured) $ _____ (unsecured priority) $578,419,097 22* (total)

If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below * (See attached addendum)

☒ 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 1 2 2003
BMC
Fleming Companies Claim
10754

DATE SIGNED 9/9/03

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)
The Bank of New York by Stuart Kratter, Vice President

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

ADDENDUM TO THE PROOF OF CLAIM OF THE BANK OF NEW YORK, AS TRUSTEE, AGAINST ABCO MARKETS, INC (THE "DEBTOR")

1 The Bank of New York ("BNY") is the successor trustee (the "Trustee") pursuant to (a) the Indenture, dated as of March 15, 2001 (the "10-1/8% Base Indenture") by and between Fleming Companies, Inc , as issuer (the "Issuer"), the Debtor's parent and itself a Chapter 11 debtor in a case affiliated with the Debtor's case, certain subsidiaries, as guarantors (the "Subsidiary Guarantors"), and Deutsche Bank Trust Company Americas (fka Bankers Trust Company) ("DB"), as Predecessor Trustee, and the First Supplemental Indenture dated as of June 18, 2002 (the "10-1/8% Supplemental Indenture," and together with the 10-1/8% Base Indenture, the "10-1/8% Indenture") by and between the Issuer, certain Subsidiary Guarantors named therein, as guarantors, and DB, as Predecessor Trustee, for the holders of $355 million aggregate principal amount of 10-1/8% Senior Notes due April 1, 2008 (the "10-1/8% Notes") issued pursuant to the 10-1/8% Indenture, and (b) the Indenture, dated as of June 18, 2002 (the "9-1/4% Base Indenture") between the Issuer, and Manufacturers and Traders Trust Company ("M&T), as Predecessor Trustee, and the First Supplemental Indenture, dated as of June 18, 2002 (the "9-1/4% Supplemental Indenture," and together with the 9-1/4% Base Indenture, the "9-1/4% Indenture"), by and between the Issuer, certain Subsidiary Guarantors made parties thereto, as guarantors, and M&T, as Predecessor Trustee, for the holders of $200 million aggregate principal amount of 9-1/4% Senior Notes due 2010 (the "9-1/4% Notes," and together with the 10-1/8% Notes, the "Notes") A copy of the 10-1/8% Indenture is attached as Exhibit A to the Proof of Claim filed by BNY against the Issuer , a copy of the 9-1/4% Indenture is annexed as Exhibit B to the Proof of Claim filed by BNY against the Issuer

2 On information and belief, the above-referenced Debtor is a Subsidiary Guarantor under the Indentures

3 By Agreement of Resignation, Appointment and acceptance dated as of July 29, 2003 by and between the Issuer, DB, as resigning trustee, and BNY, as successor Trustee (the "DB Tripartite Agreement"), BNY became successor Trustee under the 10-1/8% Indenture A copy of the DB Tripartite Agreement is attached to the Proof of Claim filed by BNY against the Issuer as Exhibit C Likewise, by Agreement of Resignation, Appointment and Acceptance dated as of July 29, 2003 by and between the Issuer, M&T, as resigning trustee, and BNY as successor Trustee (the "M&T Tripartite Agreement"), BNY became successor Trustee under the 9-1/4% Indenture A copy of the M&T Tripartite Agreement is attached to the Proof of Claim filed by BNY against the Issuer as Exhibit D

4 Pursuant to Section 11 01 of the 10-1/8% Base Indenture and Section 10 01 of the 9-1/4% Supplemental Indenture, the Debtor jointly and severally, along with the other Subsidiary Guarantors, unconditionally guaranteed to the respective holders of the Notes the payment of principal and interest and interest on overdue principal and interest owing on the Notes as well as all other obligations of the Issuer to the Note holders and the Trustee

5 The Trustee is authorized to file this Proof of Claim pursuant to Section 6 09 of the 10-1/8% Base Indenture and Section 7 09 of the 9-1/4% Supplemental Indenture

6 Pursuant to the (a) 10-1/8% Indenture, the Trustee, on behalf of the holders of the 10-1/8% Notes, is entitled to payment of principal in the aggregate amount of $355,000,000 00, and interest as of April 1, 2003, the date of the filing of the petitions commencing these cases (the "Filing Date"), in the aggregate amount of $17,971,875 00, and (b) the 9-1/4% Indenture, the Trustee, on behalf of the holders of the 9-1/4% Notes is entitled to payment of principal in the aggregate amount of $200,000,000 00 and interest, as of the Filing Date, in the aggregate amount of $5,447,222 22

7 Pursuant to Section 7 07 of the 10-1/8% Base Indenture, the Issuer and the Debtor, as Subsidiary Guarantor, agreed to pay the Trustee compensation for all services rendered by the Trustee under the 10-1/8% Indenture, and to reimburse the Trustee for all reasonable expenses, disbursements and advances incurred or made by the Trustee, including the reasonable compensation and the expenses and disbursements of its agents and counsel (collectively the "Trustee Expenses") As of the Filing Date, there were no Trustee Expenses outstanding in connection with the 10-1/8% Indenture

8 Pursuant to Section 7 7 of the 9-1/4% Supplemental Indenture, the Issuer agreed to pay the Trustee for all services rendered by the Trustee under the 9-1/4% Indenture and to reimburse the Trustee for the Trustee Expenses Under Section 10 01 of the 9-1/4% Supplemental Indenture, the Debtor guaranteed the payment of the obligations of the Issuer to pay compensation to the Trustee As of the Filing Date, there were no Trustee Expenses outstanding in connection with the 9-1/4% Indenture

9 Since the Filing Date, the Trustee and its counsel, Seward & Kissel LLP, have incurred and continue to incur fees and expenses for services rendered on behalf of the holders of the Notes In addition, the Predecessor Trustees and their counsel have incurred fees and expenses for services rendered

10 Additionally, pursuant to Sections 7 07 of the 10-1/8% Base Indenture, the Debtor, as Subsidiary Guarantor, along with the Issuer, agreed to indemnify the Trustee for any loss, liability or expense incurred by it arising out of or in connection with the performance of its duties under the 10-1/8% Indenture Pursuant to Section 7 7 of the 9-1/4% Base Indenture, the Issuer agreed to indemnify the Trustee for any loss, liability or expense incurred by it arising out of or in connection with the performance of its duties under the 9-1/4% Indenture Pursuant to

Section 10 01 of the 9-1/4% Supplemental Indenture, the Debtor guaranteed the payment of any obligation of the Issuer to pay any amounts away under the indemnity set forth in Section 7 7 of the 9-14% Base Indenture

11 The Trustee and the Predecessor Trustees are entitled to an administrative priority claim for their fees and expenses (including attorneys' fees and expenses) incurred after the Filing Date See 10-1/8% Base Indenture, Section 7 07, 9-1/4% Base Indenture, Section 7 7 Nothing herein shall constitute a waiver of the Trustee's and the Predecessor Trustees' rights to seek administrative claims for their fees and expenses

12 Notices regarding the Proof of Claim should be sent to

Seward & Kissel LLP
One Battery Park Plaza
New York, New York 10004
Tel 212-574-1200
Fax 212-480-8421
Attn Laurie R Binder, Esq

The Bank of New York
101 Barclay Street, 21 West
New York, New York 10286
Tel 212-815-5383
Fax 212-815-5131
Attn Mr Stuart Kratter

13 The Trustee expressly reserves its right to replace, amend or supplement this Proof of Claim The filing of this Proof of Claim shall not be deemed a waiver of any other claims at law or in equity that the Trustee, on behalf of the holders of the Notes, may have against the Debtor

14 The holders of the Notes may have separate claims against the Debtor or its affiliates which are not included in this Proof of Claim and nothing contained herein shall prejudice such claims

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