

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

PROOF OF CLAIM



672809

Bar Date Ref # 1-NV-65681

In re	Case Number
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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

0354653672809

Initial Security
170 Alden Rd-unit 1
Markham ON L3R 4C1
Canada

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 <input type="checkbox"/> if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated _____
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1 BASIS FOR CLAIM

<input type="checkbox"/> Goods sold	<input type="checkbox"/> Personal injury/wrongful death	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)
<input checked="" type="checkbox"/> Services performed	<input type="checkbox"/> Taxes	<input type="checkbox"/> Wages, salaries, and compensation (Fill out below)
<input type="checkbox"/> Money loaned	<input type="checkbox"/> Other (describe briefly)	Your social security number _____

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

2 DATE DEBT WAS INCURRED 3/03	3 IF COURT JUDGMENT, DATE OBTAINED
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4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE	\$ 1,844.47 (unsecured)	\$ _____ (secured)	\$ 1,844.47 (total)
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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 \$200 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 15 2003

BMC

Filing Companies Claim



12810

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) Kevin Ward, CEO
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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

INVOICE NUMBER 179198 - 1



CORE-MARK DISTRIBUTERS
8225-30TH ST SE

CALGARY AB
T2C 2H7

INVOICE DATE 22 Mar 2003
SERVICE NUMBER 85008077
BRANCH NUMBER 085
CONTRACT/PO NUMBER
SERVICE LOCATION 8225 30 ST SE
BILLING INQUIRY 403-255-7940
OTHER INQUIRY 1-800-668-9860

PERIOD OF SERVICE 16 Mar 2003 - 22 Mar 2003

CONDITIONS PAYABLE ON RECEIPT A SERVICE CHARGE OF 1 5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS

BILLING CODE	UNITS	RATE	AMOUNT
RG2	23 00	\$11 05	\$254 15
RG3	29 00	\$11 05	\$320 45
	52 00		\$574 60
TOTAL INVOICE AMOUNT			\$574 60
GST PAYABLE @ 7 00%		REG NO 886503150	\$40 22

TOTAL AMOUNT DUE \$614 82

SECURITY OFFICER DATE	STEINMAN DONALD	PUREWAL SUKHRAJ (RAJ)	KHALID SHAKEEL				DAILY HOURS
16	0330-1930 RG3	0000-0330 RG2					19 50
21	1530-0430 RG3						13 00
22		1530-0000 RG2	0430-1530 RG2				19 50
	29 00	12 00	11 00				52 00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Remit to Initial Security
170 Alden Road
Unit 1
Markham Ontario
L3R 4C1

TOTAL INVOICE AMOUNT \$614 82

CUSTOMER NUMBER 85014878
INVOICE NUMBER 179198 - 1

AMOUNT PAID _____

INVOICE NUMBER 178670 - 1



CORE-MARK DISTRIBUTERS
8225-30TH ST SE

CALGARY AB
T2C 2H7

INVOICE DATE 15 Mar 2003
SERVICE NUMBER 85008077
BRANCH NUMBER 085
CONTRACT/PO NUMBER
SERVICE LOCATION 8225 30 ST SE
BILLING INQUIRY 403-255-7940
OTHER INQUIRY 1-800-668-9860

PERIOD OF SERVICE 09 Mar 2003 - 15 Mar 2003

CONDITIONS PAYABLE ON RECEIPT A SERVICE CHARGE OF 1 5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS

BILLING CODE	UNITS	RATE	AMOUNT
RG2	20 50	\$11 05	\$226 53
RG3	28 00	\$11 05	\$309 40
UG2	3 50	\$11 05	\$38 68
	52 00		\$574 61
TOTAL INVOICE AMOUNT			\$574 61
GST PAYABLE @ 7 00%		REG NO 886503150	\$40 22

TOTAL AMOUNT DUE \$614 83

SECURITY OFFICER DATE	HAMILTON JOHN	STEINMAN DONALD	PUREWAL SUKHRAJ (RAJ)	ANWAR AZEEM	KHALID SHAKEEL	DAILY HOURS
9		0330-1940 RG3		0000-0440 UG2		19 50
14		1530-0330 RG3				12 00
15	1500-1830 RG2		1830-0000 RG2		0330-1500 RG2	20 50
	3 50	28 00	5 50	3 50	11 50	52 00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Remit to Initial Security
170 Alden Road
Unit 1
Markham Ontario
L3R 4C1

TOTAL INVOICE AMOUNT \$614 83

CUSTOMER NUMBER 85014878
INVOICE NUMBER 178670 - 1

AMOUNT PAID

INVOICE NUMBER 179920 - 1



CORE-MARK DISTRIBUTERS
8225-30TH ST SE

CALGARY AB
T2C 2H7

INVOICE DATE 29 Mar 2003
 SERVICE NUMBER 85008077
 BRANCH NUMBER 085
 CONTRACT/PO NUMBER
 SERVICE LOCATION 8225 30 ST SE
 BILLING INQUIRY 403-255-7940
 OTHER INQUIRY 1-800-668-9860

PERIOD OF SERVICE 23 Mar 2003 - 29 Mar 2003

CONDITIONS PAYABLE ON RECEIPT A SERVICE CHARGE OF 1 5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS

BILLING CODE	UNITS	RATE	AMOUNT
RG2	24 00	\$11 05	\$265 20
RG3	28 00	\$11 05	\$309 40
	<u>52 00</u>		<u>\$574 60</u>
TOTAL INVOICE AMOUNT			\$574 60
GST PAYABLE @ 7 00%		REG NO 886503150	\$40 22
TOTAL AMOUNT DUE			<u><u>\$614 82</u></u>

SECURITY OFFICER DATE	STEINMAN DONALD	PUREWAL SUKHRAJ (RAJ)	KHALID SHAKEEL				DAILY HOURS
23	0330-1930 RG3	0000-0330 RG2					19 50
28	1530-0330 RG3						12 00
29		1545-0000 RG2	0330-1545 RG2				20 50
	28 00	11 75	12 25				52 00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Remit to Initial Security
170 Alden Road
Unit 1
Markham Ontario
L3R 4C1

TOTAL INVOICE AMOUNT \$614 82

CUSTOMER NUMBER 85014878

AMOUNT PAID _____

INVOICE NUMBER 179920 - 1

**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 November 9, 2005, document(s) were appended to Claim Number **12810** for the following reason(s)

- Settlement and Agreement dated 10/4/05
- Proof of Payment
- Change of Address Request dated
- Notice of Withdrawal of Claim
- Other Docket Number ###

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 Initial Security, LLC ("Defendant") on October 4, 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) (the "Bankruptcy Cases"), 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 April 25, 2005, Plaintiff filed in the United States Bankruptcy Court for the District of Delaware a complaint (the "Complaint") against Defendant, styled PCT v. Initial Security, LLC, Adv Pro No 05-77218 seeking, among other things, to recover transfers made to Defendant on or after April 1, 2003 in excess of the invoiced value of goods shipped or services provided by Defendant on or after April 1, 2003 ("Post-Petition Overpayments"), 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, Defendant represents to Plaintiff that it did not receive aggregate Post-Petition Overpayments in excess of the gross amount of Post-Petition Overpayments identified in the Complaint exhibit(s) (the "OP Demand Amount"), and

WHEREAS, the OP Demand Amount is net of any outstanding post-petition invoices owed to Defendant, and

WHEREAS, in view of the expense and difficulty in litigating the merits of Plaintiff's claim 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 ten (10) days after the execution of this Settlement Agreement by all parties hereto, Defendant shall pay \$20,000 in immediately available funds to Plaintiff in full and final satisfaction of the claims asserted in the Complaint (the "Settlement Amount") and all other claims as described Paragraph 2 below. 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 or related to any claims for Post-Petition Overpayments

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 all of its claims filed or existing in the Bankruptcy Cases, including, but not limited to, its proof of claim number 12810 filed on September 15, 2003, asserted in the amount of \$1,844 47 (collectively, the "Defendant Claims"), and Plaintiff's objections, if any, thereto are resolved by this Settlement Agreement The Defendant Claim

12810 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 or to accountants, attorneys or other advisors, as necessary.

10 Should any party to this Settlement Agreement breach the terms of the Settlement Agreement or default under the terms of the Agreement, the non-defaulting party shall be entitled to recover its attorney's fees and costs for bringing the defaulting party into compliance with the terms of the Agreement.

11 Should Defendant file for bankruptcy within 90 days of execution of this Agreement, and the Plaintiff returns the Settlement Amount to the Defendant, the parties agree that Plaintiff shall be entitled to assert a claim for the full amount asserted in the Complaint and that the fact of entry into this Settlement Agreement or the Settlement Amount shall not be used against the Plaintiff in such bankruptcy proceeding.

12 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.

13 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.

14 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.

15 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 facsimile, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

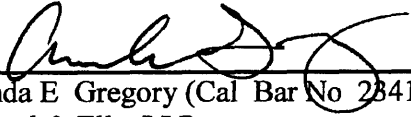
16 Each of the signatories to this Settlement Agreement warrants that he or she has the authority to sign on behalf of the Party to this Settlement Agreement and that no other signature is required.

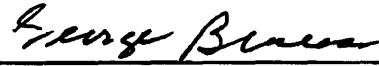
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused the Settlement Agreement to be duly executed as set forth below

AGREED TO BY

PLAINTIFF PCT

INITIAL SECURITY, LLC

By 
Amanda E. Gregory (Cal Bar No 284129)
Kirkland & Ellis LLP
777 S Figueroa St
Los Angeles, CA 90017
Tel 213 680-8284
Fax 213 680-8500

By 
Name George Beavers
Title Chief Financial Officer
Vice President

Initial Security, LLC

Attorneys for Plaintiff PCT