United States Bankruptcy Court District Of Delaware	PROOF OF CLAIM *CONTINGENT*
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 of payment of an administrative expense may be filed pursuant to 11 U S C § 503

Name of Creditor (There person or entity to whom the debtor owes money or property) Discover Financial Services Inc Name and Address Where Notices Should be Sent Discover Financial Services Inc ATTN Lisa Myers PO Box 3012 New Albany OH 43054 Telephone No (800) 347 7560	☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach ☐ Check box if you have never received any notices from the bankruptcy court in this case ☐ Check box if the address differs from the address on the envelope sent to you by the court THIS SPACE FOR COURT USE ONLY
ACCOUNT or OTHER NUMBER by which creditor identified debtor 601101577451170/ VARIOUS OTHERS *	Check here if this claim ☐ replaces a previously filed claim dated ☐ amends
1 BASIS FOR CLAIM ☐Goods sold ☐Services performed ☐Money loaned ☐Personal Injury/wrongful death ☐Taxes ■Other (Describe Briefly) Chargebacks/Fees	☐ Retiree benefits as defined in 11 U S C § 1114 (a) ☐ Wages salaries and compensations (Fill out below) Your social security number Unpaid compensations for services performed from (date) to (date)
2 DATE DEBT WAS INCURRED 03/01/03 thru 03/31/03	3 IF COURT JUDGMENT DATE OBTAINED

4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured It is possible for part of a claim to be in one category and part in another
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM

☐SECURED CLAIM Attach evidence of perfection of security interest Brief Description on Collateral ☐Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly) Amount of arrearage and other charges included in secured claim above in any ■UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim	☐ UNSECURED PRIORITY CLAIM Specify the priority of the claim ☐Wages salaries or commissions (up to $2 000) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier)--11 U S C § 507(a)(3) ☐Contributions to an employee benefit plan-- U S C § 507(a)(4) ☐ Up to $2100 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6) ☐ Taxes or penalties of governmental units--11 U S C § 507(a)(7) ☐Other 11 U S C §§ 507(a)(2) (a)(5) (Describe briefly)

5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

$ -	$ -		UNLIQUIDATED AMOUNT * *
(Unsecured)	(Secured)	(Priority)	(Total)*

*Plus an unliquidated and/or contingent amount (see attached)
☐Check this box if claim includes prepetition charges in addition to the principal amount of the claim Attach itemized statement of all additional charges

6 CREDITS AND SETOFFS Not applicable

7 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interest If the documents are not available explain If the documents are voluminous attach a summary

8 TIME STAMPED COPY To receive an acknowledgement of the filing of your claim enclose a stamped self addressed envelope and copy of the proof of claim

Date	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)
9/9/03	Lisa Myers- Associate Lisa Myers Jlerson

THIS SPACE FOR COURT USE ONLY

FILED
SEP 15 2003
BMC

Fleming Companies Claim
13472

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

PROOF OF CLAIM FORM, ATTACHMENT 1

UNITED STATES BANKRUPTCY COURT

DISTRICT OF Delaware

Merchant's Legal Name	**Fleming Companies, Inc**
Case Number	**03-10945**
Merchant Account Number(s)	**601101577451170/ VARIOUS OTHERS ***

Response to Question 1 The consideration for this debt is, and the grounds for liability on the claim arise out of the services and financial accommodations provided by Discover Financial Services, Inc (DFSI), f/k/a NOVUS Services, Inc, ("NOVUS Services") or its predecessor, Discover Card Services, Inc ("DCSI"), in connection with Debtor's acceptance of Cards in payment for goods and services in accordance with the pursuant to a Merchant Services Agreement ("Agreement") between the Debtor and DFSI in its own capacity or as successor to DCSI

Response to Question 2 The debt was incurred throughout the term of the Agreement between the Debtor and DFSI See the attached list for the dates that the Card sales were charged back to the Debtor pursuant to the Agreement, the terms of which provide that DFSI will be reimbursed for charged back card sales

Response to Question 4 This claim may be a priority claim to the extent that it is a claim for the return of the deposits made by individual Cardmembers prior to the commencement of the case, in connection with the purchase, lease or rental of property, or the purchase of services, for the personal, family or household use of such individuals, which were not delivered or provided by the Debtor, not exceeding $2100 00 per cardmember

Note This is in addition to any claims relating to charges made on or after the commencement date of the case -- which constitute administrative priority claims

Response to Question 5 The Agreement provides that the Debtor is obligated to reimburse DFSI for amounts with respect to Card sales which were paid to Debtor by DFSI where such Card sales are later charged back to DFSI by the Cardmembers This amount may aggregate the amount set forth on the attached claim or more but cannot be ascertained with certainty at this time

DFSI may also have a claim for attorneys' fees and costs incurred in collecting the amounts due and owing it in connection with the above-described indebtedness, which amount cannot be reasonably calculated or estimated at this time DFSI does not waive its rights to any or all attorneys' fees, costs and expenses by not stating a specific amount at this time

All of the foregoing constitutes an unliquidated and/or contingent portion of this claim DFSI against the Debtor which cannot be estimated with certainty at this time

This Proof of Claim does not include the claims, if any, of DFSI with respect to services or financial accommodations provided to Debtor under the Agreement after the filing of the petition initiating this case DFSI reserves all of its rights with respect to such claims

Response to Question 6 This claim is not subject to any set-off or counterclaim However, DFSI has rights of recoupment and set-off with respect to all amounts which now or hereafter may be owing DFSI to Debtor under the Agreement

Response to Question 7 Attached are the following documents, (a) Agreement between DFSI and Debtor, and (b) a list of the obligation owed by Debtor to DFSI as of the date of this claim, including chargebacks, merchant fees, terminal fees, and other fees, as authorized by the Agreement

5011 0157 7451 170 NOVUS NETWORK SERVICES 05/30/03
MERCHANT PROFILE PRIMARY INFORMATION 15 03 54
#10E

DISPOSTN CODE A0 CHG DTE 05/14/01 USERID MBOARDG
CLASS NORMAL PROFILE, DOES NOT FIT INTO ANY OTHER CATEGORY

MERCHANT NAME FLEMING FOODS INC PH (405)782-8889 FAX NF
ADDR PO BOX 26647 OKLAHOMA CITY OK 73126-0647
PRIME CNTCT DENNIS LUCAS PSTN PRES
CORP NAME FLEMING FOODS INC PARENT
ADDR1 PO BOX 26647 OKLAHOMA CITY OK 73126-0647
ADDR2 PH (405)782-8889 FED TAX ID 68-0364224

PRINCIPAL TITLE PH
ADDR SSN

MERCHANT TYPE HDQTR MAIL ORDER? NO YRS AT RESIDENCE 00
BUSINESS TYPE CORP HIGH RISK? NO YRS IN BUSINESS 05
CATGY 5411 - GROCERY STORES AND SUPERMARKET YRS AT LOCATION 05

F1-HELP F2-DECISION F5-REFERENCE F6-ADD'L F9-D&B F10-EXP F11-DUP F24-RETURN
QUERY FUNCTION COMPLETE

6011 0157 745_ 470 ** NOVUS NETWORK SERVICES ** 05/30/03
MERCHANT PROFILE ADDITIONAL INFORMATION 14 06 35
#10E

MERCHANT NAME **FLEMING FOODS INC** PROFILE CONTROL NUMBER **DJLARGEN04ebgt4**

ANNUAL SALES BANKCARD 00000000 AMEX 00000000 OTHER 00000000 AVG TICKET 050
BANKCARD PROCESSOR # DRAFT CAPTURE

WEB SITE ADDR DATE TRANSMITTED 2001-05-14

SEP BUSINESS ENTRY	NO	EXTERIOR SIGNS	NO	CASH REGISTER	NO	TELEMARKETING	NO
MERCH ON DISPLAY	NO	OPERABLE PHONE	NO	STOCKROOM	NO	RESIDENCE	NO

	PROFILE	TERMINAL
CONTRACT NUMBER	33722	
CONTRACT DATE	8099-12-31	
CONTRACT GIVEN TO	MGR	

ACQUISITION REP # E0248 DIST 6447
REP NAME **JURDEN BROWN** NUMBER OF OUTLETS 001

F2-DECISION F4-PRIMARY F5-REFERENCE F24-NEXT FUNCTION
QUERY FUNCTION COMPLETE

6017 0137 7451 170 * NOVUS NETWORK SERVICES ** 09/10/03
MERCHANT PROFILE REFERENCE INFORMATION 16 29 09
#068

MERCHANT NAME **FLEMING FOODS INC**
CREDIT BANK NAME PH
DEBIT BANK NAME PH

BUS REFERENCE 1 COMPANY **PHX AOB** PH **(800)347-7695**
CONTACT **JLARGEN**
BUS REFERENCE 2 COMPANY PH
CONTACT

PREVIOUS BUSINESS INFORMATION
BUSINESS NAME
ADDR

PROFILE COMMENTS

SPECIAL HANDLING COMMENTS

F2-DECISION F4-PRIMARY F6-ADDITIONAL F24-NEXT FUNCTION
QUERY FUNCTION COMPLETE

DISCOVER BUSINESS SERVICES

Merchant Services Agreement

Merchant's Legal Name	Doing Business As		
Street Address	City	State	Zip Code

Discover Business Merchant Fee	Discover Per-Transaction Fee	Other Discover Fee	MasterCard Processing Fee	VISA Processing Fee	AMEX Processing Fee
%	cents		%	%	cents

In this Agreement the words "you" and "your" mean the merchant that has received and agreed to the terms of this Agreement; the words "we," "our," "Discover Business Services," and "us" refer to Discover Financial Services, Inc.; "Business Day" refers to Monday through Friday except when we are closed for business; "Card" means: (i) a valid credit charge or other card bearing a Discover Card or NOVUS logo, service mark or trademark identified in Discover Business Services Operating Regulations for merchants or as otherwise approved in writing by us; or, (ii) the Card Account if the Cardmember is not present at a physical location. "Card Account" means the credit account represented by the unique sixteen digit account number assigned by the issuer which the Cardmember may use as permitted by the issuer. "Cardmember" means a person to whom a Card has been issued and/or any authorized user of a Card. "Operating Regulations" refers to our Operating Regulations for merchants and "Sales Data" means evidence of Card transactions, whether in paper, magnetic or electronic form, that is received by us in the form and format that we specify. Unless the context clearly indicates otherwise, words used in the singular include the plural and words used in the plural include the singular.

THIS AGREEMENT GOVERNS YOUR ACCEPTANCE OF CARDS. YOUR ACCEPTANCE OF A CARD OR SUBMISSION OF SALES DATA EVIDENCING A CARD SALE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. This Agreement supersedes any other agreements concerning Cards. Please read this Agreement carefully. You must follow all of the terms set forth below.

1. **Acceptance of Cards.** You agree to accept Cards at all of your locations in payment for purchases of goods and services from all Cardmembers who wish to use Cards at your establishment. You agree to follow the procedures in this Agreement and in our Operating Regulations concerning your acceptance of Cards and the preparation of Sales Data. Please refer to our Operating Regulations for specific details regarding how you may accept Card sales.

2. **Operating Regulations.** Our Operating Regulations are incorporated into this Agreement as Exhibit A. The Operating Regulations are an integral part of this Agreement and contain procedures which you must follow in connection with your acceptance of a Card. We may change the Operating Regulations from time to time by sending you written notice 30 days in advance. However, certain changes may become effective immediately for security reasons. If there is any conflict between this Agreement and the Operating Regulations, the terms of this Agreement will govern.

3. **Authorization.** For each individual Card sale, you must obtain authorization from us prior to making the Card sale. Please refer to the Operating Regulations for specific information on obtaining authorization.

4. **Telephone Mail Order and Internet Card Sales.** You agree to obtain our prior approval before accepting any Card sales over the Internet. Any Card sales over the Internet that do not comply with the Operating Regulations are subject to Chargeback as described in Section 9. You may accept a Card for a telephone or mail order sale provided that you follow the procedures in the Operating Regulations for accepting such Card sales. If telephone or mail order Card sales are or become a substantial portion of your total charge card sales volume (meaning in excess of 50%), you agree to inform us of this and to execute and abide by any supplements or replacement agreements that we may provide to you regarding telephone and mail order Card sales.

5. **Cardmember Refunds and Credits.** You may establish your own policy concerning refunds and you agree to advise Cardmembers, in advance of any Card sale of this policy. Consult the Operating Regulations for the procedures you must follow in order for us to honor your return policy.

6. **Settlement of Transactions.** As used in this Agreement, the term "Settlement" means the procedure by which we will reimburse you for the amount of each Card sale for which you transmit Sales Data to us which represents a purchase made at your establishment with a Card, minus an amount equal to the sum of any Chargebacks, any credits to Cardmembers that you submit to us, and the Merchant Fee if applicable and plus or minus adjustments that we make to reconcile or correct errors in your Sales Data. Your terminals or point-of-sale devices must be programmed with the Merchant number that we assign to you if you are to receive payment for Card sales. You are responsible for the programming of your terminals to accept Card sales. If a third party programs your terminals, you are responsible for such party's actions and omissions in connection therewith including, without limitation, any payment of your Settlement amounts to the incorrect party. Promptly following the completion of programming services, we suggest that you confirm the receipt in your Settlement Account of Settlement amounts for Card sales accepted by you. If you do not receive Settlement amounts for Card sales within thirty (30) days of the date of submission of Sales Data for Card sales, you must contact us immediately or risk non-payment for such Card sales. In order to properly effect Settlement, you must comply with each of the terms and conditions set forth in this Agreement and in the Operating Regulations. Consult your Operating Regulations for these important Settlement terms and conditions.

7. **Merchant Fee and Other Fees.** In consideration for your participation in the Card program, you agree to pay fees to us in the amount indicated in our records which consist of some or all of the following: (a) a percentage of the Gross Card Sales or Net Sales accepted by you, as defined in the Operating Regulations (the "Per Transaction Fee" as defined in the Operating Regulations and (c) other fees, including without limitation, those listed in the Operating Regulations, fees for errors in connection with the processing and submission of Card transactions and fees for services that you elect to receive from us. The fees in (a) and (b) are collectively referred to as the "Merchant Fee." The Operating Regulations fully explain how the Merchant Fee is calculated by us and paid by you.

8. **Billing Inquiries.** You agree to follow the procedures set forth in the Operating Regulations with respect to the notices of Cardmember disputes and billing inquiries that you receive from us.

9. **Chargeback Rights.** Under certain circumstances, we may return a Card sale to you unpaid, or we may return a previously paid Card sale to you for repayment to us. These returned charges are called "Chargebacks." If you do not follow all the terms of this Agreement and the Operating Regulations when making a transaction with a Card, or if a Card sale which is the subject of a billing dispute or quality dispute is subject to Chargeback as specified in this Agreement, we may refuse to pay you for the Card sale or the disputed portion of it. Refer to your Operating Regulations for complete terms and conditions with respect to Chargebacks.

10. **Retention of Records.** You agree to keep an original copy of each Sales slip and each Credit slip for no less than two hundred and ten

(see the reverse side for continuation of this Agreement)

(210) days from the Card transaction date or one hundred and eighty (180) days from the date of submission of Sales Data to us whichever is later. If you deliver or transmit Sales Data to us in magnetic or electronic form, you also agree to keep microfilm or other copies of each Sales slip and each Credit slip for no less than three (3) years from the date of the Card transaction. You agree to provide us with a copy of any Sales slip or Credit slip within fifteen (15) Business Days of our request.

11 **Assignment.** You may not assign or transfer this Agreement to any other party without our prior written approval. If you sell all or a substantial part of your business or materially change the nature of your business or by any means cause or permit a new entity to own a substantial part of your business, you agree to notify us in advance and we may offset any amounts we owe you against any outstanding obligations you have to us or at our option terminate this Agreement as provided below. We may assign this Agreement and our rights and obligations under it in whole or in part to any company which is a direct or indirect parent, subsidiary or affiliate of ours. We will notify you of any such assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12 **Changing This Agreement.** We may change this Agreement at any time by giving you written notice at least 30 days in advance of the change. If you do not accept such a change, you may terminate this Agreement by notifying us within that 30 day period. If you make any Card sales after the effective date of a change in terms, this means that you have consented to the new terms.

13 **Term and Termination.** This Agreement will become effective upon your acceptance of the terms of this Agreement through the conduct described in the second introductory paragraph of this Agreement. We are not bound by any changes that you propose to this Agreement unless our home office provides you with written approval of such changes. If you propose changes to this Agreement and accept Card sales before you receive written approval of such changes from us, you agree that such Card sales shall be governed by the terms of this Agreement without any of the proposed changes unless such changes are acceptable to us. Any mutually agreed upon changes to this Agreement shall apply to all Card sales accepted by you from and after the date of the proposed changes. This Agreement remains in full force and effect until terminated as provided for in this Section 13. You may terminate this Agreement at any time by giving us written notice sent certified mail to the address specified in the Operating Regulations. We may terminate this Agreement at any time by giving you 30 days prior written notice. We may terminate this Agreement without such notice if you have materially breached this Agreement, or if, in our sole opinion, Card sales made at your establishment are irregular, you have had or may have an excessive or inappropriate number of Cardmember inquiries, credit request or Chargebacks during a relevant period, there are security concerns regarding Card sales at any of your establishments or your financial condition or other conditions warrant earlier termination. You agree to accept Cards and follow the terms of this Agreement until the termination becomes effective. The provisions governing the processing of Sales slips and Credit slips and Settlement will continue to apply even after the termination, until all Card transactions made prior to the termination are settled or resolved. Upon termination, you agree to immediately send us all previously unsubmitted Sales slips and Credit slips for Card sales made up to the date of termination. We are not liable to you for any direct or consequential damages that you may suffer as a result of our termination of this Agreement.

14 **Reserve Account.** At the termination or during the term, of this Agreement we may require you to maintain with us, or at a financial institution designated by us, money as cash collateral in reserve in an amount necessary to cover fees, Chargebacks and Cardmember disputes which relate to transactions made prior to the termination. You agree to pay us the amount of the reserve balance promptly on demand, or at our option we may debit the Settlement Account, suspend Settlement without prior notice or withhold payment(s) owed to you at termination for the reserve balance. We will release any money held in reserve not later than 210 days after the termination date, and we will provide you with an accounting of any money taken out of the reserve account. We may also require you to establish a reserve account through one of the methods described above during the term of this Agreement if there are excessive disputes or Chargebacks relating to Card sales at your establishment or if, in our discretion, we believe that your financial position warrants such an account. If you do not agree to establish a reserve account upon our request, we may terminate this Agreement as provided in Section 13.

15 **Financial Information.** If we request, you agree to provide us with financial information including without limitation financial statements concerning you and/or your establishment's financial condition and general creditworthiness, and your and/or your establishment's ability to perform your obligations under this Agreement. You agree to immediately send us written notice if you become insolvent or discontinue your business or if you or any creditor files for your bankruptcy or reorganization.

16 **Indemnification.** You agree to indemnify and hold us harmless, along with our subsidiaries and affiliates who are engaged in the Card program and each Company's respective officers, directors and employees, for all costs, damages, claims or complaints arising from your wrongful acts or omissions in connection with each Card sale (including, but not limited to, costs, damages, claims or complaints arising in connection with the goods or services purchased in the Card sale), and from your failure to perform your duties and responsibilities under this Agreement. We agree to indemnify and hold you harmless along with your subsidiaries and divisions who accept Cards, and each company's respective officers, directors and employees, for all costs, damages, claims or complaints arising from our wrongful acts or omissions in connection with your acceptance of Cards. The terms of this section 16 shall survive termination of this Agreement.

17 **Factoring.** You agree that you will not factor any Card Sales. See the Operating Regulations for complete details regarding what constitutes Factoring and the liability you incur if you factor any Card Sale.

18 **Type of Business.** You understand that we have considered your application to become a Card merchant and processed the terms of this Agreement based upon the information you provided in your application for the types and kinds of business you listed in your application to become a Card merchant. The Operating Regulations specify what you must do, the notice you must provide and what may happen if you change the type or kind of business in which you engage.

19 **Performance of Duties.** Neither party shall be liable for its failure to perform under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not limited to, acts of God, fire, wars or riots.

20 **Enforcement of our Rights.** If you breach this Agreement you agree to reimburse us for our costs and expenses including reasonable attorney's fees, if at we incur in enforcing our rights under this Agreement.

21 **Notice.** You agree that you will send any notice to us that is required by this Agreement or by the Operating Regulations to the address specified in the Operating Regulations. We agree that we will send any notice to you that is required by this Agreement or the Operating Regulations to your address as specified in our records.

22 **Captions.** The captions used in this Agreement are for reference only and will not be interpreted to limit or define the text of this Agreement.

23 **Governing Law.** This Agreement is governed by the laws of the State of Delaware. If any part of this Agreement is not enforceable the remaining provisions will remain valid and enforceable. We have not waived any of our rights under this Agreement unless we agree to do so in writing. Each party agrees to comply with all applicable laws and regulations in connection with the Card program and this Agreement.

24 **Credit Information.** In consideration of your application to become a Card merchant and our agreement to review your application, you and each of your owners agree that we and any of our affiliates or agents may obtain, verify and exchange with others business and personal financial and/or credit information on you and any of your owners.

33722 Rev. 4/01

DISCOVER®
FINANCIAL SERVICES

MERCHANT SERVICES AGREEMEI

In this Agreement the words 'you and your mean the merchant that has received and agreed to the terms of this Agreement the words we our Discover Business Services and us refer to Discover Financial Services Inc Business Day refers to Monday through Friday except when we are closed for business Card means (i) a valid credit charge or other card or device bearing a Discover® Card or Novus® logo service mark or trademark identified in our Operating Regulations as defined below or as otherwise approved in writing by us or (ii) the Card Account if the Cardmember is not present at a physical location Card Account means the credit account represented by the unique sixteen digit account number assigned by the issuer which the Cardmember may use as permitted by the issuer Cardmember' means a person to whom a Card has been issued and/or any authorized user of a Card, Operating Regulations refers to our Merchant Operating Regulations and Sales Data means evidence of Card transactions whether in paper or electronic form that is received by us in the form and format that we specify Unless the context clearly indicates otherwise words used in the singular include the plural and words used in the plural include the singular

THIS AGREEMENT GOVERNS YOUR ACCEPTANCE OF CARDS YOUR ACCEPTANCE OF A CARD SALE OR SUBMISSION OF SALES DATA DOCUMENTING A CARD SALE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT This Agreement supersedes any other agreements concerning Cards Please read this Agreement carefully You must follow all of the terms set forth below

1 Acceptance of Cards You agree to accept Cards at all of your establishments in payment for purchases of goods and services from all Cardmembers who want to use Cards at your establishment You agree to follow the procedures in this Agreement and in our Operating Regulations concerning your acceptance of Cards and the preparation of Sales Data Please refer to the Operating Regulations for specific details regarding how you may accept Card sales

2 Other Important Documents

(a) Operating Regulations The Operating Regulations are incorporated into this Agreement as Exhibit A The Operating Regulations are an integral part of this Agreement and contain procedures which you must follow in connection with your acceptance of Cards We may change the Operating Regulations from time to time by sending you written notice thirty (30) days in advance However certain changes may become effective immediately for security reasons If there is any conflict between this Agreement and the Operating Regulations the terms of this Agreement will govern

(b) Disclosure Letter After we approve your application for a Merchant account, we will send you a Disclosure Letter that identifies important terms of your Agreement including t e fees payable by you as described in Section 9 below the deadline for submission of your Sales Data and the timing of our Settlement payments as described in Section 8 (Disclosure Letter') The Disclosure Letter is incorporated herein by reference Please retain the Disclosure Letter In the event of a conflict between the terms of the Disclosure Letter and the Operating Regulations the Disclosure Letter shall govern

3 Authorization and Sales Data Submission

(a) Authorization For each individual Card sale above the floor limit indicated in our records (the Floor Limit) you must obtain authorization from us prior to making the Card sale If you accept a Card sale above the Floor Limit without obtaining authorization from us the Card sale is subject to Chargeback to you You agree not to obtain authorization for a Card sale if you are not capable of promptly shipping the merchandise or services ordered by the Cardmember If you accept Card sales at your retail outlets if any you agree to provide complete and unaltered track data including without limitation Card Verification Value (CVV ') data to us from all Cards as described in the Operating Regulations Please refer to the Operating Regulations for specific information on obtaining authorization

(b) Submission of Sales Data You agree to transmit Sales Data to us each Business Day in our form and format and by the transmission deadline each of which is described in the Operating Regulations Additional requirements for Card sales by mail telephone and Internet are described in Section 4(b) of the Agreement

4 Telephone, Mail Order and Internet Card Sales You agree to obtain our prior approval before accepting any Card sales over the Internet You agree to comply with our data security and encryption requirements for Card transactions indicated in the Operating Regulations including our procedures for Card transactions over the Internet and Card transactions on your website regardless of the number of Card transactions that you accept Any Card sales over the Internet that do not comply with the Operating Regulations are subject to Chargeback as described in Section 11 You may accept a Card for a telephone or mail order sale provided that you follow the procedures in the Operating Regulations for accepting such C ard sales If telephone or mail order Card sales are or become a substantial portion of your total charge Card sales volume (meaning in excess of 50%) you agree to inform us of this and to execute and abide by any supplemental or replacement agreements that we may provide to you regarding telephone and mail order Card sales

(a) Address Verification For each Card sale by Internet mail or telephone in addition to obtaining authorization as described in Section 3(a) you must obtain an address verification from us prior to making the Card sale regardless of whether the authorization decision is approved or declined Refer to the Operating Regulations for detailed address verification requirements

(b) Documentation of Card Sales For each Card sale by Internet mail or telephone you must obtain the following information from the Cardmember Cardmember name Card Account number Card expiration date and shipping address You must include such information on an invoice or other documentation provided to the Cardmember at the time of delivery of the merchandise or services ordered in the Card sale and you must retain such information along with the shipping date, for the period set forth in Section 12 You shall provide the shipping date to the Cardmember at the time of each telephone order Card sale and upon request for each mail order Card sale

(c) Transmission of Sales Data For each Card sale by Internet mail or telephone Sales Data shall be transmitted to us using an electronic means of transmission You agree not to transmit Sales Data to us for merchandise or services ordered by a Cardmember until the merchandise or services have been shipped delivered or furnished to the Cardmember provided that you may accept a Card for a deposit on a purchase of merchandise or services and you may transmit the Sales Data relating to such deposit prior to the time of shipment or delivery of the merchandise or services purchased in such Card sale

5 Special Industry Requirements If you accept Card sales for recurring billing or installment sales transactions with Cardmembers please refer to the Operating Regulations for detailed requirements for these transactions including the format for authorization requests If you are a merchant in the lodging industry please refer to the Operating Regulations for procedures for guaranteed reservations advance deposits and priority check-outs If you are a merchant selling petroleum and related products that operates customer activated terminals" please refer to the Operating Regulations for specific procedures governing acceptance of Card transactions on these terminals

6 Retail Outlet Card Sales If you accept Card sales at your retail outlets if any you must follow the procedures in the Operating Regulations including those for the preparation of Sales Data, and the transmission of complete and unaltered track data including without limitation, CVV data, from all Cards as described in the Operating Regulations For each Card sale accepted at your retail outlets if any the Cardmember or authorized user of a Card must sign the Sales Data in your presence and the signature must be reasonably similar to the signature appearing on the signature panel of such Card

7 Credits for Returns You may establish your own policy concerning refunds and you agree to advise Cardmembers in advance of any Card sale of this policy Consult the Operating Regulations for the procedures that you must follow so that we will honor your return policy and the Credits that you issue

8 Settlement of Transactions As used in this Agreement the term Settlement means the procedure by which we will reimburse you for the amount of each valid Card sale for which you submit Sales Data to us that represents a purchase from your establishment with a Card minus an amount equal to the sum of any Chargebacks any credits to Cardmembers that you submit to us and the Merchant Fee if applicable and plus or minus adjustments that we make to reconcile or correct errors in your Sales Data The timing for your Settlement payments is described in the Operating Regulations unless otherwise indicated by us in writing If the timing for Settlement payments in our written notice to you such as in the Disclosure Letter conflicts with the Operating Regulations our written notice to you shall govern We may in our discretion change the timing of your Settlement payments upon five (5) calendar days advance written notice We will consider factors such as your financ al condition dispute history or business conduct and practices in making this decision Your terminals or point of sale devices must be programmed with the Merchant number that we assign to you if you are to receive payment for Card sales You are responsible for the programming of your terminals to accept Card sales If a third party programs your terminals you are responsible for such party s actions and omissions in connection therewith including without limitation, any payment of your Settlement amounts to the incorrect party Promptly following the completion of programming services you agree to confirm the receipt in your Settlement Account as defined in the Operating Regulations of Settlement amounts for Card sales accepted by you If you do not receive Settlement amounts for Card sales in accordance with the Agreement and Operating Regulations you must contact us immediately or risk non-payment for such Card sales You must comply with each of the terms and conditions in this Agreement and in the Operating Regulations before you will receive a Settlement payment for a Card sale Consult the Operating Regulations for other important Settlement terms and conditions

9 Merchant Fee and Other Fees In consideration for your participation in the Card program you agree to pay fees to us in the amounts indicated by us in writing including in the Disclosure Letter as evidenced by our records and the periodic reports if any we produce for your Merchant account The fees payable by you consist of some or all of the following (a) a percentage of the Card sales accepted by you (either Net Card Sales or Gross Card Sales as defined in the Operating Regulations) (b) a Per Transaction Fee as defined in the Operating Regulations (c) Submission Error Fees as defined in the Operating Regulations (d) fees for services that you elect to receive from us and (e) other fees payable by you as indicated in our records including without limitation application and set up charges The fees described in (a) and (b) are collectively referred to as the Merchant Fee We will notify you in writing if the amount of the Merchant Fee varies depending on the type of Card product involved in the Card sale If Merchant Fees that you owe in any calendar month are less than the minimum fee indicated by us in writing including in the

See Reverse Side For Continuation Of This Agreement

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 June 2, 2006, document(s) were appended to Claim Numbers **3259, 13470, 13471 and 13472** for the following reason(s)

☐ Stipulation and Settlement Notice

☐ Proof of Payment

☐ Change of Address request

☒ Notice of Withdrawal of Omni Objection

☒ Other Docket Number 12969 EOD 5/22/06

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)
	)	(Jointly Administered)
Debtors	)	
	)	Related Docket No. 12885
	)	

NOTICE OF WITHDRAWAL, WITHOUT PREJUDICE, OF CERTAIN OBJECTIONS BROUGHT BY THE PCT'S FIFTY-SEVENTH OMNIBUS OBJECTION TO CLAIMS

1 On April 29, 2006, the PCT filed its Fifty-Seventh Omnibus Objection to Claims [D I 12885]

2 The PCT now withdraws without prejudice the Fifty-Seventh Omnibus Objection solely as it relates to to the following claims:

(i) Claim number 3259 filed by American Red Cross;

(ii) Claim number 13470 filed by Discover Financial Services, Inc.,

(iii) Claim number 13471 filed by Discover Financial Services, Inc , and

(iv) Claim number 13472 filed by Discover Financial Services, Inc

[Remainder of page intentionally left blank]

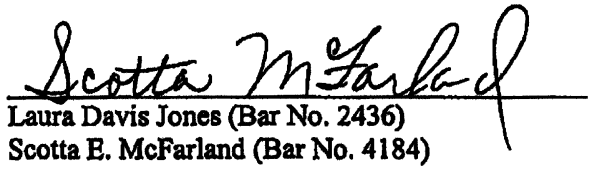
[1] The former Debtors whose cases are still open are Core-Mark International, Inc , Fleming Companies, Inc , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc , and Minter-Weisman Co

12969
eod 5/22/06

3. None of the claimants set forth above filed a response or made an informal inquiry with respect to the Fifty-Seventh Omnibus Objection to Claims

Dated: May 22, 2006

PACHULSKI STANG ZIEHL YOUNG JONES & WEINTRAUB LLP



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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)
	)	(Jointly Administered)
Debtors.	)	

AFFIDAVIT OF SERVICE

Vanessa A Preston, being duly sworn according to law, deposes and says that she is employed by the law firm of Pachulski Stang Ziehl Young Jones & Weintraub LLP and that on the 22nd day of May, 2006 she caused a copy of the following document(s) to be served upon the parties on the attached service list(s) in the manner indicated

NOTICE OF WITHDRAWAL, WITHOUT PREJUDICE, OF CERTAIN OBJECTIONS BROUGHT BY THE PCT'S FIFTY-SEVENTH OMNIBUS OBJECTION TO CLAIMS

Dated: May 22, 2006

Vanessa A Preston

Sworn to and subscribed before
me this 22nd day of May, 2006

Notary Public

My Commission Expires 11/4/07

MARY E CORCORAN
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[1] The former Debtors whose cases are still open are Core-Mark International, Inc , Fleming Companies, Inc , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc and Minter-Weisman Co

Fleming Companies, Inc.2002 Service List (NEW)
Case No. 03-10945
Document No. 102136
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92 – First Class Mail

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