FORM B10 (Official Form 10) (9/99)

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

PROOF OF CLAIM
CHAPTER

Name of Debtor
Fleming Companies, Inc et al

Case Number
03-10945 (Jointly Administered)

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 (The person or other entity to whom the debtor owes money or property)
Resources for Living, Ltd

Name and address where notices should be sent
Jackson Walker L L P
Attn Marvin E Sprouse III
100 Congress Avenue Suite 1100
Austin Texas 78701

Telephone number (512) 236 2000

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particular

☐ 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 IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

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

1 Basis for Claim (See Tab 1)

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Rejection Damages

☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages, salaries and compensation (fill out below)
Your SS # _____ _____ _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 Date debt was incurred **August 20, 2003 – December 31, 2004**

3 If court judgment, date obtained
Court Order Approving Stipulation dated August 19, 2003

4 Total Amount of Claim Allowed Per Court Order $ **321,840 20** **(See Tab 2)**

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, if any $ _____

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $ _____
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 4/1/03 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 (See Tab 3

9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

FILED
SEP 18 2003
BMC
Fleming Companies Claim
14131

Date
9/17/03

Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach a copy of power of attorney if any)

RESOURCES FOR LIVING, LTD
By _____
Marvin E. Sprouse III, Counsel for Resources for Living, Ltd

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules

—— DEFINITIONS ——

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim) This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property A lien may have been obtained through a court proceeding before the bankruptcy case began, in some states a court judgment is a lien In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim (See also Unsecured Claim)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims) The most common types of priority claims are listed on the proof of claim form Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case and the bankruptcy case number If you received a notice of the case from the court all of this information is near the top of the notice

Information about Creditor

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property and the debtor s account number, if any If anyone else has already filed a proof of claim relating to this debt if you never receive notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed check the appropriate box on the form

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed If the type of debt is not listed, check Other and briefly describe the type of debt If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid

2 Date Debt Incurred

Fill in the date when the debt first was owed by the debtor

3 Court Judgments

If you have a court judgment for this debt, state the date the court entered the judgment

4 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges

5 Secured Claim

Check the appropriate place if the claim is a secured claim You must state the type and value of property that is collateral for the claim attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed A claim may be partly secured and partly unsecured (See DEFINITIONS, above)

6 Unsecured Priority Claim

Check the appropriate place if you have an unsecured priority claim and state the amount entitled to priority (See DEFINITIONS above) A claim may be partly priority and partly nonpriority if for example, the claim is for more than the amount given priority by the law Check the appropriate place to specify the type of priority claim

7 Credits

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy a summary of those documents If documents are not available you must attach an explanation of why they are not available

INDEX TO
PROOF OF CLAIM
RESOURCES FOR LIVING, LTD

In Re Fleming Companies, Inc et al (Jointly Administered)
Case No 03-10945)

Date Submitted – September 17, 2003

Tab	Description
1	Basis for Claim
2	Total Amount of Claim
3	Supporting Documents

EXHIBITS

A	Agreement for Services by and between Fleming Companies, Inc and Resources for Living, Ltd dated September17, 2002
B	Order Approving Stipulation by and between Resources for Living, Ltd and the Debtors dated August 19, 2003 and annexed Stipulation

PROOF OF CLAIM
RESOURCES FOR LIVING, LTD
In Re Fleming Companies, Inc et al (Jointly Administered)
Case No 03-10945)

Date Submitted – September 17, 2003

BASIS FOR CLAIM

On or about September 17, 2002, Fleming Companies, Inc ("Fleming" or "Debtors") and Resources for Living, Ltd ("Resources") entered into that certain Resources for Living Agreement for Services (the "Agreement") whereby Resources agreed to provide an employee counseling for Fleming and its domestic employees and dependents as identified in the Agreement The term of the Agreement was for 32 months beginning May 1, 2002 and continuing through December 31, 2004

Payments were due at the beginning of the month The rates for the base services provided to Fleming by Resources were fixed at monthly rates as follow

May 1, 2002 through December 31, 2002	**$ 18,343 monthly**
January 1, 2003 through December 31, 2003	**19,076 monthly**
January 1, 2003 through December 31, 2004	**19,846 monthly**

Additional services, if provided by Resource, were to be itemized and billed separately to Fleming A true and correct copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes

On April 1, 2003, Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code

Resources continued to provide services to one or more of the Debtors post-petition pursuant to the terms and conditions of the Agreement Debtors failed to pay for the services rendered and on July 31, 2003, Resources filed its *Motion to Allow Payment of an Administrative Expense Claim and to Compel Assumption or Rejection of Executory Contract* (the "Motion")

The parties reached an agreement to compromise and made a request to the Court for an Order Approving Stipulation By and Between Resources for Living, Ltd and the Debtors (the "Order") The Order was approved on August 19, 2003 allowing the rejection of the Agreement and ordering compensation to be paid by Debtors to Resources in allowance of its administrative claim The Order also permitted an unsecured claim to be filed by Resources for rejection damages A true and correct copy of the Order with annexed Stipulation is attached hereto as Exhibit "B" and incorporated herein for all purposes

PROOF OF CLAIM

RESOURCES FOR LIVING, LTD

In Re Fleming Companies, Inc et al (Jointly Administered)
Case No 03-10945)

Date Submitted – September 17, 2003

Total Amount of Claim

Allowable Claim
Calculated as follows (from date of rejection 8/19/03)

August 20 – August 31, 2003 12 days X $615 35	$ 7,384 20
September 1, 2003 – December 31, 2003 – 4 mos X $19,076	76,304 00
January 1, 2004 – December 31, 2004 12 mos X $19,846	238,152 00
TOTAL AMOUNT ALLOWED	$ 321,840 20

-

PROOF OF CLAIM
RESOURCES FOR LIVING, LTD
In Re Fleming Companies, Inc et al (Jointly Administered)
Case No 03-10945)

Date Submitted – September 17, 2003

Supporting Documents

A **Agreement for Services by and between Fleming Companies, Inc and Resources for Living, Ltd dated September17, 2002**

B **Order Approving Stipulation by and between Resources for Living, Ltd and the Debtors dated August 19, 2003 and annexed Stipulation**

-

RESOURCES FOR LIVING
AGREEMENT FOR SERVICES
Ver. 05.01.02

Fleming Companies, Inc (Fleming) and Resources For Living, Ltd agree that Resources For Living (RFL) will provide an employee program for Fleming, and its domestic employees and dependents as follows

A SERVICES TO INDIVIDUALS AND FAMILIES (Resources For Life & Work™)

1 **Resources For Emotional Wellness and Balancing Work-Life** - Resources For Living will provide a toll free number that is staffed by professionally trained counselors with a minimum of a masters degree in a relevant field of study and information specialists The service is designed to be a resource for emotional wellness and to educate and counsel/consult with people via the telephone The counselors and specialists of RFL will use their best efforts to provide information, education, counseling/consulting and/or referral to the employees of Fleming and their dependents who are having personal and/or professional concerns These concerns include the total spectrum of issues that might affect performance on the job, health care utilization, or general well being Included are marital discord, adjustment to divorce, chemical abuse, physical or sexual abuse, poor self esteem, issues with children or parents, financial concerns, lack of discipline or interpersonal issues at work The counselors/consultants at RFL are trained specialists, helping people adapt to their changing worlds All services are offered at no cost to the employee and their dependents

2 **Resources for Special Services** - Through its toll free number, RFL will provide education and information and referral services to community, state, and federal resources as appropriate for Fleming employees Specially trained Information and Referral Specialists shall provide such services Such services shall address the full spectrum of personal and/or professional needs, which may pose obstacles to life and work success These will include, but not be limited to housing and transportation issues, affordable child- or eldercare services, affordable legal guidance, debt management, preparation for home ownership, etc Services shall be made available to Fleming and their dependents

3 **Literature for Distribution** – Resources For Living has information pamphlets available to employees and their dependents RFL will

provide pamphlets and brochures without charge to the individual employee and/or their dependents

4 **Availability** – Resources For Living will have counselors/consultants available for telephone consultation 24 hours a day 7 days a week A consultant will take the initial call and, if needed, will connect the caller with the counselor/consultant at a time determined by the caller It is recognized that some consumers will choose a delayed response time from RFL for their convenience

5 **Privacy of Information** – Resources For Living and its counselors/consultants will not communicate any information identifying a consumer of its services to any employee of Fleming, any employee's family, or any other persons outside of the RFL organization An exception is made

a When state or federal laws require the disclosure of information regardless of the consumer's permission, such as when the counselor suspects physical or sexual abuse of a child or vulnerable adult, when there is a threat of harm to oneself or another person, or when subpoenaed by a court of law

b When a referral is made, and permission to exchange information with the service providers is granted by the referred consumer of legal age

c When Fleming requests assistance to an employee, RFL will request a release of information from the employee allowing communication between RFL and Fleming If the employee declines to sign a release of information form, then RFL cannot confirm or deny to Fleming that the employee has contacted RFL At that point, Fleming or the supervisor may request such a release allowing Resources For Living to communicate with Fleming or the supervisor

6 **Conflict of Interest** – Resources For Living will not facilitate the purchase of services for Fleming, its employees, or dependents of Fleming employees from any individual or organization when such a purchase would have financial implications for RFL RFL will not accept any rebates, commissions, special considerations, or remuneration of any kind from third party service providers when making referrals

B SERVICES TO FLEMING (Resources @ Work for Managers)

1 **Management Consultation** – Resources For Living will provide Just in Time Coaching ™ consultation and training to managers and supervisors to assist them in considering or making necessary employee referrals for employees whose personal concerns affect their job performance

2 **Reports** – Resources For Living will provide a Return on People Scorecard™ (ROP) to Fleming, based on utilization data collected by RFL RFL will always honor consumers' confidentiality The ROP Scorecard™ may include but is not limited to the quarter's activities, the number of calls for help, the type of callers that are using the service, and an analysis of trends or employee feedback Monthly Utilization Reports data reports will also be provided

3 **Primary Contact** – Resources For Living will assign a Corporate Relations Manager to be its primary contact with Fleming for the administration of this agreement All such assignments will be in coordination with Fleming

4 **Utilization Meetings** – Resources For Living will explain the RFL program, how it works, and how the employee and management can utilize the services of the program

C ADDITIONAL SERVICES WITH SPECIAL PRICING AVAILABLE TO FLEMING AS A RESULT OF THIS CONTRACT

1 **Resources for Critical Incident Response** – On-Site Consultants to debrief and assist employees in adjusting to trauma in the work place The cost is $1,250 per day per counselor plus travel costs

2 **Bulk Literature for Distribution** – Resources For Living information pamphlets available for distribution to any Fleming facility RFL will provide pamphlets and brochures at cost (materials, shipping) plus 15 percent

3 **On Site Presentations**- Resources For Living will present on site presentations of relevant topics (e g as Work Place Violence) The cost is $1,000 per day per presenter plus travel expenses and other associated costs

D DURATION

The term of this agreement shall replace an existing agreement Version 10 29 99 and shall be approximately thirty-two (32) months beginning on May 1, 2002 and shall expire at midnight on December 31, 2004 Unless notified in writing by Fleming or Resources For Living, the terms of this contract will renew automatically unless a new service agreement is signed or this service agreement terminated as indicated in E below

E TERMINATION

Both Fleming and RFL shall have the right to terminate the service agreement at any time upon giving ninety days written notification to the other party Termination notice by either party can be given without cause or reason Following the conclusion period, either party against the other will hold no further obligation of any kind

F. PROTECTION AGAINST LOSS / HOLD HARMLESS

During the term of this agreement, RFL will maintain professional liability insurance and such other insurance as is required by law RFL shall indemnify and hold harmless Fleming against any expense, loss, claim, or judgement, including reasonable attorneys' fees, arising out of or resulting from RFL's performance of its services hereunder

G COMPENSATION

1 **Payments & Rates** – Fleming shall pay RFL at regular and equal intervals in advance of the services to follow

May 1, 2002 through December 31, 2002	$18,343 Monthly
January 1, 2003 through December 31, 2003	$19,076 Monthly
January 1, 2004 through December 31, 2004	$19,846 Monthly

Payments will be due at the beginning of the month service is to be provided RFL will not provide invoices except in the event of additional fees incurred beyond the scope of the base agreement
The employee data used to derive periodic payments will be provided to RFL for assessment of employee utilization rates

Payments to Resources For Living – All payments due RFL shall be delivered directly to the banking address provided by RFL prepared for direct deposit

2 **Confidentiality of Pricing Structure** – Fleming and Fleming representatives agree that specific and general information regarding

cost and terms of services provided by RFL will not be revealed to any specific person or corporation outside of Fleming companies

3 **Pricing Adjustments-** The above pricing may be renegotiated if either party requests based upon the following conditions

a A change in Fleming headcount of 21,990 by 20% or greater

b Utilization of service exceeds projections by 20% or greater

2002 Annual Average	3 6% Projected
2003 Annual Average	3 6% Projected
2004 Annual Average	3 6% Projected

II NOTICES

Any and all notices or other communications required or permitted by this agreement or by law to be served or given to either party hereto, by the other party to this agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the parties at the addresses set forth below

To Fleming Companies, Inc
Ken Mahlke
VP - Human Resources
1945 Lakepointe Dr
Lewisville, Texas 75029

To Resources For Living, Ltd
Ed Billingsley
Corporate Relations Manager
4407 Monterey Oaks Blvd, Suite # 150
Austin, TX 78749

Either party may change the party's address for the purpose of this paragraph by giving the other party written notice of the new address in the manner set forth above Notice shall be effective when received

The periodic report is to be sent to the address above

Payments are to be directed to Resources for Living, Inc Operating Account
Bank of America
Account number 001390065262
Routing Number 113000023
RFL Federal Tax ID # 75-2420973

This agreement for services between Fleming and Resources For Living, Inc is a total of six (6) pages

The complete agreement has been read, understood, and accepted by a representative of each party that has the authority to enter into this agreement on behalf of the party represented

Following signatures so acknowledge

Fleming

x Ken Mehlke Date 9/17/02

Print Ken Mehlke

Title VP Human Resources

Resources For Living, Ltd

x [illegible] Date: 9/11/02

Print Mary Beth Chalk

Title Chief Operating Officer

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 to Docket No. 2576]**

ORDER APPROVING STIPULATION
BY AND BETWEEN RESOURCES FOR LIVING, LTD AND THE DEBTORS

Upon the Motion Of Resources For Living, Ltd For Allowance And Payment Of An Administrative Expense Claim And To Compel Assumption Or rejection Of Executory Contract (the "Motion"), and it appearing that the parties have reached agreement and that Stipulation and Settlement Agreement on Administrative Expense Claim of Resources for Living, Ltd (the "Stipulation") annexed hereto is in the best interest of the estates and creditors of the captioned debtors and debtors in possession, and it appearing that this Court has jurisdiction over this matter pursuant to 28 U S.C §§ 157 and 1334, and it appearing that this proceeding is a core proceeding and the Motion in this district is proper under 28 U S C §§ 1408 and 1409, and adequate notice of the Motion having been given, and it appearing that no other

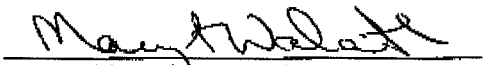
[1] The Debtors are the following entities Core-Mark International, Inc , Fleming Companies, Inc , ABCO Food Group, Inc , ABCO Markets, Inc ABCO Realty Corp , ASI Office Automation, Inc C/M Products Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , Dunigan Fuels, Inc , Favar 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

notice need be given, and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED THAT

1 The Stipulation annexed hereto is approved

2 This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order

Dated Wilmington, Delaware
Aug 19, 2003

By 
Honorable Mary F Walrath
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	§	Chapter 11
	§	
FLEMING COMPANIES, INC *et al*	§	Case No 03-10945 (MFW)
	§	(Jointly Administered)
Debtors	§	
	§	

ORDER APPROVING STIPULATION AND SETTLEMENT AGREEMENT ON ADMINISTRATIVE EXPENSE CLAIM OF RESOURCES FOR LIVING, LTD

This stipulation (the "Stipulation") is made by and between Resources for Living, Ltd ("Resources") and the above-captioned debtors and debtors in possession (the "Debtors"), by and through their undersigned counsel The parties hereby stipulate as follows

WHEREAS, on April 1, 2003 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, and

WHEREAS, by order entered on or about April 3, 2003, the Court consolidated the captioned proceedings for administrative purposes only, and

WHEREAS, Resources and one of the Debtors in the captioned proceeding entered into a certain agreement ("Pre-petition Agreement") for the provision of certain services, and

WHEREAS, Resources has continued to provide services to one or more of the Debtors pursuant to the Pre-petition Agreement, and

WHEREAS, on or about July 31, 2003, Resources filed a certain Motion of Resources for Living, Ltd. for Allowance and Payment of an Administrative Expense Claim and to Compel Assumption or Rejection of Executory Contract (the "Motion"); and

WHEREAS, Resources has requested in the Motion, among other things, that the Court grant Resources an administrative expense claim in an amount of no less than $76,304 00 for post-petition services and direct that Fleming immediately pay such administrative expense, and

WHEREAS, the parties wish to resolve and compromise the various issues raised in the Motion

NOW, THEREFORE, in consideration of the foregoing, Resources and Fleming each acting by and through its undersigned counsel, hereby stipulate and agree as follows.

1 The Debtors shall pay to Resources, within ten (10) days following entry of the order approving this Stipulation, the sum of $52,000 00 in complete payment and satisfaction of all of the administrative expense claims that are or could have been asserted in the Motion

2 Upon receipt of the payment specified under paragraph 1 above, the Motion shall be deemed withdrawn, with prejudice and on the merits, but without costs to any party and without prejudice to the right of Resources to (a) file a general unsecured claim for damages arising from the rejection of the Pre-petition Agreement and (b) seek allowance and payment of any administrative expense claim arising from and after the date of the Court's approval of this Stipulation

3. Upon this Court's approval of this Stipulation, Resources shall discontinue services to the Debtors, and the Pre-petition Agreement shall be deemed rejected

4. This Stipulation shall be subject to approval by the Bankruptcy Court and Debtors' counsel agrees to promptly present this Stipulation to the Bankruptcy Court, which shall have exclusive jurisdiction to resolve any disputes arising out of or in connection with this Stipulation.

5. The undersigned counsel are authorized by their respective clients to execute this Stipulation on their behalf

6 Each party shall bear its own costs and expenses, including attorney's fees, in connection with the negotiation, preparation and performance of this Stipulation.

7 This Stipulation may be executed in counterparts and, when taken together, shall constitute one document

8 This Stipulation is hereby APPROVED

_____
UNITED STATES BANKRUPTCY JUDGE

IN WITNESS WHEREOF, this Stipulation has been executed as of the ___ day of August, 2003

Respectfully submitted,

JACKSON WALKER L L P

By

David A. Montoya
State Bar No 00794922
Marvin E Sprouse III
State Bar No 24008067

100 Congress, Suite 1100
Austin, TX 78701
(512) 236-2000
(512) 236-2002 – Fax

Patti McGonigle (#3126)
SEITZ, VAN OGTROP & GREEN, P.A
222 Delaware Avenue, Suite 1500
Wilmington, Delaware 19801
(302) 888-0600 (Telephone)
(302) 888-0606 (Telecopier)

ATTORNEYS FOR RESOURCES FOR LIVING, LTD

PACHULSKI, STANG, ZIEHL, YOUNG, JONES & WEINTRAUB P.C

Scotta E. McFarland

Scotta E McFarland (Bar No 4184)
919 North Market Street, 16th Floor
P O. Box 8705
Wilmington, Delaware 19899-8705
Telephone (302) 652-4100
Facsimile (302) 652-4400

COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION

Signature page to Stipulation and Settlement Agreement dated August ___, 2003

ATTORNEYS & COUNSELORS
100 Congress Avenue, Suite 1100
Austin, Texas 78701
(512) 236 2000 • fax (512) 236 2002
www jw com

JACKSON WALKER L L P

Jeanette E Fuller Paralegal
(512) 236-2223
jfuller@jw com

September 17, 2003

Via FedEx Delivery

BMC
1330 EAST FRANKLIN A
EL SEGUNDO, CA 902

Please send acknowledgement.

Thank you.

Re *In re Fl*
Proof of

03-10945

Dear Sir or Madam

Please find enclo f Claim on behalf of Resources for Living, Ltd

Please return a file copy in the envelope provided for that purpose

Thank you for your attention to this matter

Very truly yours,

Jeanette E Fuller
Paralegal to Marvin E Sprouse III

jef
Enclosure
cc Marcus Hector (w/encl)
Marvin Sprouse III [firm] (w/o encl)

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 28 2005, document(s) were appended to Claim Number **14131** for the following reason(s)

- ☐ Stipulation and Settlement Agreement
- ☐ New Supporting Documents
- ☐ Letter and Notice Dated
- ☐ Notice of Withdrawal of Claim
- ☒ Other Stipulation Signed 6/10/05

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)
	)	
	)	

STIPULATION BY AND BETWEEN THE PCT AND RESOURCES FOR LIVING, LTD REGARDING RESOLUTION OF CLAIM NUMBER 14131

This Stipulation is entered into by and among the PCT[2] and Resources for Living, Ltd ("Claimant", and together with the PCT, the "Parties").

RECITALS

I. Background

A. On April 1, 2003, the above-captioned debtors filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

B On or about September 18, 2003, the Claimant filed proof of claim number 14131 as an unsecured claim in the amount of $321,840. Claim number 14131 remains pending against the Debtors' estates.

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1 The Debtors whose cases remain open are as follows: 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.

2 The PCT is the trust that was created pursuant to 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") and the PCT Agreement (as defined in the Plan) for the purposes of carrying out certain provisions of the Plan.

C On July 26, 2004, this court entered an order confirming the Debtors' plan of reorganization. The plan became effective on August 23, 2004 Pursuant to the plan, the PCT has the authority to enter into this Stipulation. See Plan at Article X.A.

D As a result of discussions between representatives to the PCT and the Claimant, the Parties have agreed upon the appropriate treatment of claim number 14131.

STIPULATION

NOW, THEREFORE, the Parties hereto stipulate and agree as follows:

1 Claim number 14131 is allowed as an unsecured nonpriority Claim in the amount of $57,228.

2 This Stipulation finally resolves the claims set forth herein as well as all claims that Claimant has against the Debtors, the PCT, and/or their respective successors, assigns, agents or representatives and Claimant hereby waives any additional claims it may have (whether they be asserted or unasserted) against the Debtors, the PCT and/or their respective successors, assigns, agents or representatives.

3 The Recitals set forth above are true and correct and are incorporated herein by this reference.

4. This Stipulation may be executed in any number of counterparts and by different Parties to the Stipulation on separate counterparts, each of which, when so executed, shall be deemed an original, but such counterparts shall constitute one and the same agreement. Any signature delivered by a Party by a facsimile transmission shall be deemed an original signature hereto Pursuant to Article X.A of the Plan, this Stipulation shall be effective upon execution by all Parties.

5 This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of any of the Parties, including any Chapter 11 or Chapter 7 trustee appointed in the chapter 11 case.

6. Modifications of this Stipulation may be made only if such modifications are in writing and signed by each of the Parties hereto.

7 The Parties represent to each other that they have authority to act in connection with this Stipulation and will be bound by the terms of this Stipulation.

8. The Parties hereby expressly consent to the personal and subject matter jurisdiction of the Bankruptcy Court with respect to all matters relating to the interpretation of this Stipulation and any controversy arising with respect thereto. The Parties agree that the Bankruptcy Court shall have jurisdiction, but not exclusive jurisdiction, to resolve any disputes arising under or related to this Stipulation, and to interpret, implement and enforce the provisions of this Stipulation.

9 Each Party represents and warrants to the other Parties that this Stipulation was executed freely and voluntarily, that no promises or representations that are not contained in this Stipulation have been made to induce them to execute this Stipulation and that they have not relied on any promise or representation except as set forth herein, and that they have conducted their own independent investigation of all matters they deem relevant regarding this Stipulation.

10. This Stipulation constitutes the entire agreement between the Parties relating to the subject matter hereof, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, with respect to all or any part of the subject matter of this Stipulation are superseded by this Stipulation and shall be of no further force or effect.

11 The Parties have each cooperated in drafting this Stipulation. Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed against any of the Parties

12. This Stipulation shall be governed by and construed and enforced under and in accordance with the internal laws of the State of Delaware, without giving effect to the conflicts of laws provisions of such state.

Dated: May 26, 2005

PCI, Post-Confirmation Trust for the Estate of Fleming Companies, Inc and its former subsidiaries

By _____

Name, Barry J False

Title Authorized Representative

Dated: June 10, 2005

Resources for Living, Ltd

By: _____

Name. Marcus Hector

Title CFO