

UNITED STATES BANKRUPTCY COURT District of Delaware

PROOF OF CLAIM

Name of Debtor: Anderson News, LLC

Case Number: 09-10695-CSS

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): PLB Leasing Company

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: PLB Leasing Co. c/o Jim Brunkhardt 8311 Meadow Lane, Leawood, KS 66206 Telephone number: 913-384-0100

RECEIVED APR 01 2010 BMC GROUP

Court Claim Number: (if known)

Filed on:

Name and address where payment should be sent (if different from above): SAME

Check this 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 this box if you are the debtor or trustee in this case.

Telephone number:

1. Amount of Claim as of Date Case Filed: \$ 42,419.99

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim.

2. Basis for Claim: lessee's obligation for property taxes (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: N/A

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

Amount entitled to priority:

\$

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Anderson News LLC



00049

Date: 3-24-10

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Richard F. Hayse, Attorney (785) 232-2662 Morris, Laing, Evans, Brock & Kennedy, 800 SW Jackson, Suite 1310, Topeka, KS 66612

FOR COURT USE ONLY

CLERK OF DISTRICT COURT APR 29 PM 12:00

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 1342 and 3571

BAVC

Reset

Save As...

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SUMMARY OF CLAIM

PLB LEASING COMPANY, Creditor

ANDERSON NEWS, LLC, Debtor

Case No. 09-10695-CSS

Property taxes due pursuant to that certain Lease Agreement dated effective November 1, 1999 by and between PLB Leasing Company as Landlord and Anderson News, LLC as Tenant for premises located at 9605 Dice Lane, Lenexa, Johnson County, Kansas 66215.¹

Second half 2008 property taxes	\$33,783.63 ²
First half 2009 property taxes to Feb. 17, 2009 ³ (\$65,672.33 ÷ 365 x 48)	<u>\$ 8,636.36⁴</u>
Total due:	\$42,419.99

¹ See attached Lease excerpts.

² See Web tax receipt for tracking number 5970968.

³ Last day of occupancy of premises by Anderson News, LLC

⁴ See Web tax receipt for tracking number 6163647.

LEASE AGREEMENT

This Lease Agreement is made and entered into effective the 1st day of November, 1999, in multiple copies, by and between PLB LEASING COMPANY, a Kansas general partnership with principal place of business in Topeka, Shawnee County, Kansas, hereinafter referred to as "**Landlord**;" and ANDERSON NEWS, LLC, a Delaware limited liability company, hereinafter referred to as "**Tenant**".

table Article I: LEASE OF PREMISES

- of 1.1 leased premises
contents 1.2 term
 1.3 option to renew
 1.4 holding over

Article II: TENANT'S COVENANTS AND OBLIGATIONS

- 2.1 rent
- 2.2 use of premises
- 2.3 Landlord may inspect
- 2.4 maintenance and repairs
- 2.5 alterations and additions
- 2.6 utilities
- 2.7 liability and casualty insurance
- 2.8 taxes and assessments
- 2.9 liens
- 2.10 indemnification of Landlord
- 2.11 insolvency
- 2.12 subordination
- 2.13 assignment
- 2.14 attornment
- 2.15 condition on surrender

Article III: LANDLORD'S COVENANTS AND OBLIGATIONS

- 3.1 damage to premises
- 3.2 condemnation
- 3.3 signs
- 3.4 subletting
- 3.5 peaceful possession

Article IV: DEFAULT, BREACH AND REMEDIES

- 4.1 default and breach
- 4.2 remedies
- 4.3 right to reenter and relet
- 4.4 Landlord's right to perform Tenant's covenants
- 4.5 excuse of performance
- 4.6 rights not waived

Article V: MISCELLANEOUS

- 5.1 no warranties by Landlord
- 5.2 relationship
- 5.3 service of notices
- 5.4 successors and assigns
- 5.5 law governing

**Article I:
LEASE OF PREMISES**

- 1.1 Landlord hereby lets to Tenant, and Tenant hereby hires from Landlord, the leased premises Landlord hereby lets to Tenant, and Tenant hereby hires from Landlord, the land described on the attached Schedule I together with the appurtenances, permanent improvements and fixtures belonging thereto, all hereinafter referred to as the "**leased premises**."
- 1.2 The initial term of this lease shall commence October 1, 2000 (or upon the expiration of the Sublease Agreement of the leased premises between the parties) and expires October 31, 2004.
- 1.3 So long as Tenant is not in default or breach of this agreement, Tenant shall have the option to renew this lease for one consecutive five-year term upon the same terms and conditions as are contained in this lease; provided, rent shall be adjusted pursuant to Section 2.1 of this agreement. Tenant may exercise this option by notifying Landlord of such intention not later than July 1, 2004.
- 1.4 Any holding over with the consent of Landlord after the expiration of the then-existing term shall be construed to be a tenancy from month to month only and shall be on the terms and conditions herein specified, insofar as applicable.

**Article II:
TENANT'S COVENANTS AND OBLIGATIONS**

- 2.1 Tenant hereby covenants and agrees to pay to Landlord on the first day of rent each month as rent for the leased premises the following amounts during the stated portion of the term:

	<u>\$/sq.ft.</u>	<u>\$/month</u>	<u>\$/year</u>
<u>initial term</u> Commencement through 4/30/2002	\$3.25	\$15,339.46	\$184,073.50
5/1/2002-10/31/2004	\$3.4125	\$16,106.43	\$193,277.17
<u>first option term</u> 11/1/2004-4/30/2007	\$3.5831	\$16,911.63	\$202,939.61
5/1/2007-10/31/2009	\$3.7623	\$17,757.43	\$213,089.14

As further rent, and as a condition precedent to this agreement without which Landlord would not execute this agreement, Tenant covenants and agrees to pay all utilities, maintenance and repairs, property taxes and assessments, improvements and insurance required by this agreement, but not replacement of the roof or major components of the structure or of the HVAC systems.

Any rent payment not received by Landlord within ten days after the due date shall incur a late charge of \$250.00, payable as additional rent.

2.2
use of
premises

The premises hereby leased will be used by Tenant throughout the term of its tenancy only for the purpose of a distribution warehouse and offices, and uses ancillary thereto, unless Landlord consents in writing to some different use. Tenant will at its own expense heed and comply with all laws, rules, regulations, ordinances and orders of all appropriate government authorities regarding the use and occupancy of the leased premises; provided, however that Tenant shall not be obligated to make changes which are Landlord's responsibility by the terms of this lease.

2.3
Landlord
may inspect

Landlord or its duly authorized agent will at all reasonable times have access to the leased premises for the purpose of examining the same, or to make any repairs or alterations which Landlord may deem it necessary to make.

2.4
maintenance
and repairs

Tenant will at its expense replace all light bulbs and tubes and keep and maintain in good repair and condition the interior of the improvements, providing custodial and pest extermination services as necessary to keep the premises clean and free from rodents, bugs and vermin. Tenant will likewise keep the sidewalks, parking lots and driveways clean and free from rubbish, snow and ice, and maintain the landscaping in as good condition as at the beginning of the lease term.

Upon request from Landlord, Tenant shall provide Landlord with certificates of the insurance required above, said certificates evidencing the terms of such insurance and naming Landlord and/or Landlord's mortgage lender as additional insureds thereto.

2.8
taxes and
assessments

All taxes and assessments levied against said leased premises and improvements for the term of this lease will be paid when due by Tenant.

2.9
liens

Tenant covenants that Landlord will not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the leased property. Whenever any mechanic's lien shall have been filed against the leased premises, based upon any act or interest of Tenant or of anyone claiming through Tenant, or if any security agreement shall have been filed for or affecting any materials, machinery, or fixtures used in the construction, repair, or operation thereof or annexed thereto by Tenant, Tenant shall immediately take such action by bonding, deposit, or payment as will remove the lien or security agreement. If Tenant has not removed the lien within 30 days after notice to Tenant, Landlord may pay the amount of such mechanic's lien or security agreement or discharge the same by deposit, and the amount so paid or deposited, with interest thereon, shall be deemed additional rent reserved under this lease, and shall be payable forthwith with interest at the rate of 10% per annum from the date of such advance, and with the same remedies to Landlord as in the case of default in the payment of rent as herein provided.

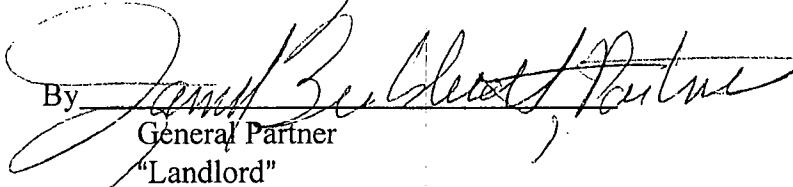
2.10
indemnifi-
cation of
Landlord

Tenant will indemnify Landlord and hold it harmless to the extent Landlord is not indemnified by insurance from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Tenant of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, or its agents, employees, licensees and invitees, except the acts of Landlord, its agents, or employees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs and expenses including reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

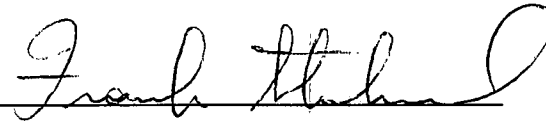
5.5
law
governing

This agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

PLB LEASING COMPANY

By 
General Partner
"Landlord"

ANDERSON NEWS, LLC

By 
"Tenant"

Web Tax Receipt



Johnson County Treasurer
111 S. Cherry St., Suite 1500
Olathe, KS 66061
(913) 715-2600
<http://treasurer.jocogov.org>

COUNTY RESIDENT
9605 DICE LN
LENEXA KS 66215

Payment Date: 05/12/2009
Receipt Printed: 3/23/2010
Tracking Number: 5970968

Real Estate

Property #	Tax Year	Tax	Interest	Fees	Prior Payments	Amount Paid	Balance Due
IP63600000 0T0B1 9605 DICE LN	2008 LENEXA	\$67,567.26 KS	\$0.00	\$0.00	\$33,783.63	\$33,783.63	\$0.00
TOTAL						\$33,783.63	\$0.00

Paid by PLB Leasing - Anderson News Responsibility

Web Tax Receipt



Johnson County Treasurer
 111 S. Cherry St., Suite 1500
 Olathe, KS 66061
 (913) 715-2600
<http://treasurer.jocogov.org>

COUNTY RESIDENT
 9605 DICE LN
 LENEXA KS 66215

Payment Date: 12/22/2009
 Receipt Printed: 3/23/2010
 Tracking Number: 6163647

Real Estate

Property #	Tax Year	Tax	Interest	Fees	Prior Payments	Amount Paid	Balance Due
IP63600000 OT0B1 9605 DICE LN	2009 LENEXA	\$65,672.33 KS	\$0.00	\$0.00	\$0.00	\$32,836.17	\$32,836.16
TOTAL						\$32,836.17	\$32,836.16

Anderson Owes - 1/1/09 to 2/17/09 = 48 DAYS
 Ann. Tax for 2009 = \$65,672.33 ÷ 365 DAYS = \$179.9241
 48 x \$179.9241 = \$8,636.36 ← ~~DUPLICATE~~
 DUE