

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	PROOF OF CLAIM
In re	Case Number



606589

Bar Date Ref # 2-NVM-72370

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor and Address

0354653606589

Smith County Plz
PO Box 96
Carthage TN 37030

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

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number ()

CREDITOR TAX ID #	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> or <input type="checkbox"/> amends a previously filed claim dated _____
-------------------	---	---

1 BASIS FOR CLAIM

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

2 DATE DEBT WAS INCURRED	3 IF COURT JUDGMENT, DATE OBTAINED
---------------------------------	---

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

\$ <u>7960.00</u> (unsecured)	\$ _____ (secured)	\$ _____ (unsecured priority)	\$ <u>7960.00</u> (total) <i>Manual</i>
-------------------------------	--------------------	-------------------------------	---

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

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

5 SECURED CLAIM

Check this box if your claim is secured by collateral (including a right of setoff).

Brief description of collateral:

Real Estate

Motor Vehicle

Other _____

Value of collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____

6 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim.

Specify the priority of the claim:

Wages, salaries, or commissions (up to \$4,650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)

Up to \$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) *Rent*

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.

<p>BY MAIL TO</p> <p>Bankruptcy Management Corporation P.O. BOX 900 El Segundo, CA 90245-0900</p>	<p>BY HAND OR OVERNIGHT DELIVERY TO</p> <p>Bankruptcy Management Corporation 1330 East Franklin Avenue El Segundo, CA 90245</p>
---	---

THIS SPACE FOR COURT USE ONLY

FILED

AUG 11 2003

BMC

DATE SIGNED <u>9-1-03</u>	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) <i>Barney GAND</i>
------------------------------	--

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 AND 3571



See Other Side For Instructions

AMENDMENT TO LEASE AGREEMENTS

This Amendment to Lease Agreements is made and entered into this 4th day of October, 1995, by and between SMITH COUNTY PLAZA, a Tennessee general partnership (the "Landlord") and FLEMING COMPANIES, INC, an Oklahoma corporation (the "Tenant") with reference to the following

(i) Pursuant to a Lease Agreement dated August 29, 1979, Landlord leased to Malone & Hyde, Inc, a Tennessee corporation, certain real property and premises located in Carthage, Tennessee. Such lease was amended by an amendment dated March 12, 1992. Such lease, as so amended, shall herein be referred to as the "1979 Lease "

(ii) Pursuant to a Lease Agreement dated February 10, 1991, Landlord leased to Malone & Hyde certain premises adjoining the premises covered by the 1979 Lease. Such lease will be referred to herein as the "1991 Lease "

(iii) The space covered by the 1979 Lease and the space covered by the 1991 Lease collectively comprise space being operated as a retail grocery store by Tenant's subtenant (the "Subtenant"). Such space will be referred to herein as the "Existing Space" and is shown on the Site Plan attached as Exhibit A hereto.

(iv) Tenant has succeeded to the interest of Malone & Hyde, Inc under the 1979 Lease and the 1991 Lease and is the current tenant under both such leases.

(v) The Landlord and Tenant have reached an agreement as to the expansion of the store operated by the Subtenant.

NOW THEREFORE, in consideration of the foregoing and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Construction Pursuant to this Amendment, certain space adjoining the Existing Space, shown on Exhibit A hereto as the "Additional Space" (herein referred to as the "Additional Space") will become part of the premises leased by Landlord to Tenant. Landlord agrees promptly upon execution hereof to commence the demolition of the demising wall between the Existing Space and the Additional Space and the construction of other improvements thereto, as identified on Exhibit B hereto. Such work will be referred to herein as the "Landlord's Work ". The parties understand that the Landlord's Work is to be performed in conjunction with certain interior remodeling to be performed by the Subtenant, all with the goal of enlarging the existing grocery store operated by the Subtenant. Therefore, the Landlord agrees to cooperate with

the Subtenant in the performance of all such work so that both the Landlord's Work and the subtenant's work can be performed in an expeditious manner and in a manner so as to minimize interference with existing store operations. Consistent with those goals, Landlord agrees to proceed diligently with the Landlord's Work and to complete the same no later than NOV 30 95

2 Substantial Completion The Landlord's Work shall be considered to have reached substantial completion at such time as all such work has been performed, subject only to minor punch-list items, and all necessary certificates of occupancy and other permits required in order for the Subtenant to occupy and operate the same have been issued by the appropriate governmental authorities

3 Existing Leases Effective as of the date of substantial completion, the following shall be deemed to occur

3 1 Premises The premises covered by the 1991 Lease shall be deemed to include all the Existing Space and the Additional Space. As all of the Existing Space and the Additional Space will be subject to the 1991 Lease, the 1979 Lease will thereafter be of no further force and effect

3 2 Rent The base annual rent payable under the 1991 Lease shall be \$99,300 through September 30, 1999, the end of the current term thereof. If the renewal options set forth in the 1991 Lease, as hereby amended, are exercised, then the base annual rent for the space covered thereby shall be \$95,520 during the first renewal term, \$97,020 during the second renewal term and \$98,520 during the third renewal term

3 3 Site Plan Exhibit "B" to the 1991 Lease, the Site Plan, shall be replaced by Exhibit "A" hereto

3 4 Inapplicable Provisions Paragraphs 29 and 33 of the 1991 Lease, which will no longer have application after substantial completion, will thereupon be deemed deleted from the 1991 Lease

3 5 Other Terms All other terms and conditions of Tenant's lease of the Existing Space and the Additional Space shall be in accordance with the terms of the 1991 Lease, as hereby amended

4 Whole Agreement This Agreement embodies all representations, warranties and agreements of the parties with respect to the matters described herein and may not be amended or modified except by an agreement between the parties

5 Section Headings The section headings contained herein are for convenient reference only and shall not in any way affect the meaning or interpretation hereof

EXECUTED AND DELIVERED as of the day and year first above written

SMITH COUNTY PLAZA, a Tennessee general partnership

By [Signature]
General Partner

FLEMING COMPANIES, INC , an Oklahoma corporation

By [Signature]
Vice President

STATE OF Tenn
COUNTY OF Smith

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared [Signature], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Smith County Plaza, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner

Sept, 1995 Witness my hand and official seal, this 21st day of

[Signature]
Notary Public
My Commission Expires 9-18-96

STATE OF Oklahoma
COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Stephen Mangold, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath,

acknowledged him self to be the Vice President of Fleming Companies, Inc , the within named bargainer, a corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer

Witness my hand, at office in Oklahoma City
Oklahoma County, Oklahoma, this 4th day of
October, 1995

Renee Lane

Notary Public

My Commission Expires _____

