

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

PROOF OF CLAIM



606437

Bar Date Ref # 2-NVM-72218

In re
FLEMING Companies, INC

Case Number
03-10945/MFW

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

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

Name of Creditor and Address

0354653606437

Tim Faulk Maund
1 Somerset Court
Augusta GA 30909-1839

Creditor Telephone Number (**706 736-7817**)

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly)
- Retiree benefits as defined in 11 U S C § 1114(a)
- Wages salaries and compensation (Fill out below)

REAL ESTATE LEASE

Your social security number _____
Unpaid compensation for services performed from _____ to _____ (date) (date)

2 DATE DEBT WAS INCURRED **12/31/96**

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE
\$ _____ (unsecured) \$ _____ (secured) \$ **43,648.00** (unsecured priority) \$ **43,648.00** (total)

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) _____

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

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

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

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

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

BY MAIL TO
Bankruptcy Management Corporation
P O BOX 900
El Segundo, CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

THIS CASE FOR COURT
FILED
U.S. COURT

AUG 18 2003

BMC

DATE SIGNED

8/13/03

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

Tim Faulk Maund **TIM FAULK MAUND**

Fleming Companies Claim



05060

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

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made and entered into this 31 day of December, 1996, by and between TIM FAULK MAUND, personal representative of the Estate of Warne Faulk Maund, One Summerset Court, Augusta, Georgia 30909 (the "Landlord") and FLEMING COMPANIES, INC., an Oklahoma corporation, 6301 Waterford Boulevard, Oklahoma City, Oklahoma 73126 (the "Tenant") is made with reference to the following

(1) Pursuant to a certain Lease Agreement dated May 27, 1980 (the "Lease"), Warne Faulk Maund, an individual, as the owner of certain real property located at 124 East Main, Samson, Alabama, more particularly described therein (the "Premises"), leased the Premises to Fleming Companies, Inc, a Kansas corporation. Landlord is the successor as owner of the Premises and of the landlord's interest under the Lease and Tenant is successor to the tenant's interest under the Lease

(11) The Lease provides for an original 15 years which ended December 31, 1995. The Lease also provided the Tenant two options to renew the Lease for successive five year terms. The first such option has been exercised and the current expiration of the lease term is December 31, 2000

(111) Landlord and Tenant have reached certain agreements regarding improvements to be made to the Premises and an extension of the term of the Lease and desire to reflect the same herein

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. Improvements. Landlord agrees, at its sole cost and expense, to perform certain work with respect to the roof and parking lot of the Premises which is more specifically described on Exhibit A hereto (the "Landlord's Work") Landlord agrees to commence the Landlord's Work promptly following execution hereof and diligently pursue the Landlord's Work to completion, and Landlord agrees that the Landlord's Work will be completed not later than December 15, 1996. The subtenant of Tenant is currently operating a retail grocery store from the Premises and Landlord agrees that it will undertake and conduct the Landlord's Work in a manner so as to minimize interference with the operations of such store. Landlord agrees to promptly pay for all work performed and materials supplied in connection with the Landlord's Work and hereby indemnifies Tenant and its subtenant from and against any and all loss, cost, damage or expense arising from such work including, without limitation, any claims for unpaid amounts owed for work performed or material supplied. Landlord will, at all times work as being performed, maintain a policy of builder's risk insurance insuring the Landlord, Tenant and Tenant's subtenant with respect to such

work with limits and other terms reasonably satisfactory to Tenant. Upon substantial completion of Landlord's Work, subject only to minor punchlist items which can be completed within 30 days, Tenant will provide Landlord a written acknowledgement that Landlord's Work is substantially complete.

2. Renewal Tenant's delivery of the acknowledgment of substantial completion pursuant to paragraph 1 above shall constitute an exercise of the remaining renewal option under the Lease, which will result in an extension of the Lease for the period from January 1, 2001 through December 31, 2005 with Tenant's occupancy during such renewal term to be governed by all the terms, conditions and provisions of the Lease.


3. Consents Landlord and Tenant each represents to the other that it is the owner of the respective interest in the Lease described above, that such interest has not been assigned (whether by mortgage, deed of trust or other collateral assignment or otherwise) and that neither such party nor its interest in the Lease or the Premises is subject to or bound by any agreement, decree or order which requires the consent of any third party to the transactions described herein.

4. Ratification Except as hereby modified, the Lease is hereby ratified and shall remain in full force and effect.

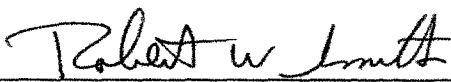
5. Whole Agreement. This Agreement embodies all representations, warranties and agreements of the parties regarding the matters set forth herein and may be amended or modified only by an agreement in writing.

6. 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


TIM FAULK MAUND, as personal representative of the Estate of Warne Faulk Maund

FLEMING COMPANIES, INC , an Oklahoma corporation,

By 
SD Vice President

STATE OF GEORGIA)
) ss
COUNTY OF RICHMOND)

This instrument was acknowledged before me on 12/5/96, 1996, by Tim Faulk Maund as personal representative of the Estate of Warne Faulk Maund

Nandio Martin Baunz
Notary Public
My commission expires 5/10/98

[SEAL]

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on March 31, 1996, by Robert W. Smith, Sr as Vice President of Fleming Companies, Inc, ~~an Oklahoma corporation~~

Pennie Johnson
Notary Public
My commission expires 12/05/99

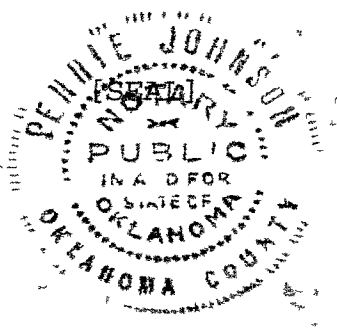


EXHIBIT A

Parking Lot Quotation

The Contractor will

Clean off said lot
Patch holes in lot
Tic coat
Put 1 ½ inches of 411A or 416 hot mix asphalt
Lines back like before
2 handicap spots at front door

Contract Total: \$25,427 28

A handwritten signature in black ink, appearing to be the initials 'JM' or similar, written in a cursive style.

EXHIBIT A
(continued)

Roofing Contract

The Contractor proposes

To tear off old roofing, then install a ruberoid MB roof system with a granular surface finish
Install new pitch pans
Install 032 aluminum gravel guard

Any carpentry work not specified in this contract will be extra to contract price. If any A/C units that need to be removed from the roof before roofing can be installed will be the owners responsibility unless specified in the contract.

Owner to discount A/C units

Upon completion of job you will receive a 10 year limited warranty on Ruberoid MB Roofing Materials from the GAF Corporation, and a 2 year guarantee on workmanship only from Tri-State Roofing & Remodeling Co, Inc

All work will be done in a neat workmanship like manner. We will clean up and haul off all roofing debris while job is in progress.

Contact Total: \$21,127.66

A handwritten signature in black ink, appearing to be 'Jm' or similar initials, written in a cursive style.

2 checks

7003227 Tim Maund
1 Somerset Court
Augusta, GA

9001841 Mittie McGee
1891 Bedfordshire Court
Decatur, GA
AL-030CS
GR. REV. A

TRANSGEORGIA CO.

Ins ~~30909~~ 1839
Tax \$1546.25
1 SOMERSET COURT
AUGUSTA, GA 30909



(706) 736-7817

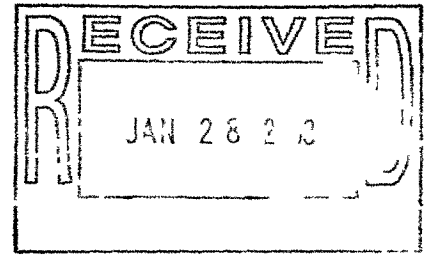
30033
Ins \$607.00
Tax 546.25
Doc 100219863
2-5-03

TIM F MAUND
PRESIDENT

January 25, 2003

Doc 100219862
2-5-03
KM

FLEMING COMPANIES, INC.
Manager, Real Estate Administration
c/o The Staubach Company - (Lease ID AL-030)
1945 Lakepoint Drive
Lewisville, TX 75057



Hi Folks:

Please find attached receipts and cancelled checks for payment of insurance and advalorem taxes on the Samson, Alabama Piggly Wiggly #8. Under terms of the lease Fleming should issue a check in payment of the difference in current costs for insurance and taxes and the base year of the lease.

Base year Insurance	2059.00	Current year	3273.00	Diff.	1,214.00
Base year tax	639.18	Current year	1731.68	Diff.	1,092.50
TOTAL DUE					\$2,306.50

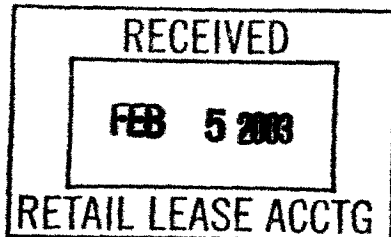
Checks in the amount of \$1,153.25 each should be sent to my sister at Mittie M. McGee, 1891 Bedfordshire Court, Decatur, GA 30033 and to me at Tim F. Maund, 1 Somerset Court, Augusta, GA 30909.

Thank you for your usual prompt service.

Sincerely,

Tim F. Maund
Tim F. Maund

10120004-1012



Initials	ISD	Vendor #	
Date	1/30/03	Lease #	AL-030
Ref. Doc	TAY&NS		
Type	TAX	amt	1092.50
Type	INS	amt	1214.00
Type	Amount		
Approval	B. Doughter		



For All the Commitments You Make

CNA Commercial Insurance
CNA Plaza 38S – 380
Chicago, IL 60685-0001

Named Insured	TIM MAUND & MITTIE MAUND 1 SOMERSET COURT AUGUSTA, GA 30909
Policy Number	2057544434
Policy Effective Date	10/15/02
Agent Name	ACORDIA SE INC DBA DUCKWOR

Regarding Your Business Account Package Policy – Businessowners Property Coverage
Business Account Package Policy – Businessowners Liability Coverage
Business Account Package Policy – Businessowners Umbrella Coverage

Dear CNA Policyholder

Our records indicate that you have one or more of these coverages coming up for renewal with us on the Policy Effective Date shown above. Because the insurance marketplace has been faced with a variety of extremely challenging events, such as the rapid growth in mold exposure and continued expansion of legal liability by the courts, it is necessary for us to make certain changes to the coverages we are offering to our policyholders. The purpose of this letter is to advise you that if your policy is renewed, it may contain reductions or elimination of certain coverage, different policy limits or deductible or premium increases based on your individual state approvals and/or requirements. Finally, if it is determined that your policy is in contravention with certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups), your policy will be null and void.

COVERAGE REDUCTIONS, RESTRICTIONS OR CLARIFICATIONS THAT MAY APPLY TO THE ABOVE TYPES OF COVERAGE IF RENEWED ARE.

Asbestos Exclusions

We are writing to inform you of an asbestos exclusion that will affect your Business Account Package Policy – Businessowners Liability Coverage, which is with an insurer member of CNA (CNA). We are taking this step for several reasons, which are provided below. We believe adding this asbestos exclusion is consistent in keeping with sound business practice.

First, CNA has a long standing Underwriting position of excluding coverage for claims resulting from asbestos for policyholders with a known exposure to asbestos, products incorporating asbestos, or asbestos related injuries or damages from our businessowners liability coverage.

Second, although sales and distribution of asbestos-containing products was discontinued in the mid 1970's, claims for asbestos-related diseases from exposure to these products continue to be made today. Even though asbestos is no longer used in either construction or new products, it still exists in buildings and products and the cost of removal or encapsulation of asbestos in buildings can be very expensive.

Third, judicial interpretations in many asbestos cases have expanded the scope of coverage and liability beyond the original intent of many insurance policies.

Computer Virus and System Penetration Exclusions

Despite the fact that Computer Virus and System Penetration exposures were not contemplated and there was no intention to provide coverage when the Business Account Package Policy – Businessowners Property Coverages were originally developed, technological advancements have made Computer Virus and System Penetration exposures a reality. To reinforce our original intention to exclude coverage for these losses, we are attaching an endorsement that will exclude coverage for a loss due to a Computer Virus or System Penetration.

Please note the Computer Virus and System Penetration Exclusion endorsement contains the following changes:

Fleming.

145 Lakepointe Dr
PO Box 299019
Lowville, TX 75029
telephone 972.966.8000

February 11, 2003

Tim Faulk Maund
1 Somerset Court
Augusta, GA 30909-1839

RE Percentage Rent
Samson Piggly Wiggly #8
Samson, AL

AL-030

According to the provisions of our lease with you, we are to pay additional rent in the amount of 1% of annual sales in excess of \$3,039,680 00

Total sales for 2002 on the above referenced location were \$1,334,487 46, which is less than required for additional rent

If you have any questions or need additional information, please call My direct line is 972-906-2244

Sincerely,
Staubach Portfolio Services,
Performing Lease Administration Services for Fleming Companies, Inc

Brandy Dollgener

Brandy Dollgener
Real Estate Administrator



1 SOMERSET COURT
AUGUSTA GA 30909

(706) 736-7817
8 August 2003

TIM F MAUND
PRESIDENT

**Bankruptcy Management Corporation
P. O. Box 900
El Segundo, CA 90245-0900**

**Ref: Fleming Companies, Inc.—Case # 03-10945-(MFW)
And Discount Groceries & Tobacco Lease # AL 030**

Attached is proof of claim as you requested. The basis is a lease that is in the name of myself and my Sister. Also attached is her proof of claim. The total amount of claim is the balance of the lease term which expires Dec 30, 2005. It was calculated from August 1, 2003 to the end date in 2005 and included the overage on taxes and insurance that the lease calls for. The claim is my one half interest in the lease which is \$43,648.00. My sister Mittie M. McGee will have a similar claim.

**Tim F. Maund
Enclosures**