

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM



590612

Bar Date Ref # 2 NVM-55905

In re
FLEMING COMPANIES, INC , ET AL ,

Case Number
03-1-945 (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

0354653590612

Business Music Inc
PO Box 2568
Amarillo TX 79105

Creditor Telephone Number ()

CREDITOR TAX ID #

75 1372636

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

334721, 882538 & 882539

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

1 BASIS FOR CLAIM

882543, 882536 & 334720

- 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)

EXECUTORY CONTRACT

Your social security number _____

Unpaid compensation for services performed from _____ to _____
(date) (date)

2 DATE DEBT WAS INCURRED

7-10-2001

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

\$ 2,646.33

(unsecured)

\$

(secured)

\$

(unsecured priority)

\$ 2,646.33

(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

DATE SIGNED
9-5-03

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)

Jo Hunt, Contract Dept

THIS SPACE FOR COURT USE ONLY

FILED

SEP 08 2003

BMC

Fleming Companies Claim



08543

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



BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105
 PHONE# (806) 374-7000

S T A T E M E N T			
COMP	ACCOUNT#	DATE	AMOUNT
100	334721	08/26/03	196 95
REMIT AMOUNT:			
ORIGINAL		TERMS: NET 10 DAYS	

FLEMING
 SSC RETAIL - FOOD 4 LESS
 P O BOX 268877
 OKLAHOMA CITY, OK 73126-8877

REMIT TO: BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105

DETACH AND REMIT THIS PORTION WITH PAYMENT
 KEEP THIS PORTION FOR YOUR RECORDS

BUSINESS MUSIC, INC , , (806) 374-7000							
LOCATION							PAGE
FOOD 4 LESS #8839, 2705 50TH ST, LUBBOCK, TX 79413							1
ACCOUNT#	DATE	TERMS	SLSPER				
334721	08/26/03	NET 10 DAYS	HOSA				
DOC DATE	APPLY#	TYPE	DUPLICATE	DESCRIPTION	DOC-AMOUNT	BALANCE	
06/17/03	104030	I	104030	CANCELLATION CHARGES	323 40		
06/24/03	104030	P	7002800	PAYMENT - THANK YOU	64 68-		
06/30/03	104030	P	7003070	PAYMENT - THANK YOU	64 68-	194 04	
07/31/03	FC0307	F	FC0307	FINANCE CHARGE	2 91	2 91	
<p><i>BMI</i> <i>Post File</i> <i>(Amarillo acct was paid)</i> <i>3 pgs</i></p>							
CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	121+ DAYS	BALANCE DUE	
00	2 91	00	194 04	00	00	196 95	



BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105
 PHONE# (806) 374-7000

(1)

STATEMENT			
COMP	ACCOUNT#	DATE	AMOUNT
100	334720	08/26/03	64 68
REMIT AMOUNT:			
ORIGINAL		TERMS: NET 10 DAYS	

FOOD 4 LESS #8839
 2705 50TH ST
 LUBBOCK, TX 79413

REMIT TO: BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO TX 79105

DETACH AND REMIT THIS PORTION WITH PAYMENT
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BUSINESS MUSIC, INC , , (806) 374-7000						PAGE
LOCATION						
ACCOUNT#	DATE	TERMS	SLSPER			
FOOD 4 LESS #8839, 2705 50TH ST, LUBBOCK, TX 79413						1
334720	08/26/03	NET 10 DAYS	HOSA			
DOC-DATE	APPLY#	TYPE	DOC#	DESCRIPTION	DOC-AMOUNT	BALANCE
03/01/03	A110645	I	A110645	MUZAK MUSIC PLUS	64 68	64 68
CURRENT						BALANCE DUE
	1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	121+ DAYS	
00	00	00	00	00	64 68	64 68



BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105
 PHONE# (806) 374-7000

STATEMENT			
COMP	ACCOUNT#	DATE	AMOUNT
100	882536	08/26/03	754 69
REMIT AMOUNT:			
ORIGINAL		TERMS: NET 10 DAYS	

FLEMING
 SSC RETAIL - FOOD 4 LESS
 P O BOX 268877
 OKLAHOMA CITY, OK 73126-8877

REMIT TO: BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105

DETACH AND REMIT THIS PORTION WITH PAYMENT
 KEEP THIS PORTION FOR YOUR RECORDS

BUSINESS MUSIC, INC , , (806) 374-7000																				
LOCATION							PAGE													
FOOD 4 LESS #8823, 1221 W IRVINGTON, TUCSON, AZ 85714							1													
ACCOUNT#	DATE	TERMS	SLSPER																	
882536	08/26/03	NET 10 DAYS	HOSA																	
DOC DATE	APPLY#	TYPE	DOC#	DESCRIPTION	DOC AMOUNT	BALANCE														
05/23/03	103983	I	103983	APRIL 2003 PRORATE MO SER	62 52	62 52														
05/23/03	103984	I	103984	MAY 2003 MO SERVICE	64 68	64 68														
05/31/03	103989	I	103989	CANCELLATION CHARGE	614 46	614 46														
06/30/03	FC0306	F	FC0306	FINANCE CHARGE	1 91	1 91														
07/31/03	FC0307	F	FC0307	FINANCE CHARGE	11 12	11 12														
<table border="0" style="width:100%"> <tr> <td>CURRENT</td> <td>1-30 DAYS</td> <td>31-60 DAYS</td> <td>61-90 DAYS</td> <td>91-120 DAYS</td> <td>121+ DAYS</td> <td>BALANCE DUE</td> </tr> <tr> <td>00</td> <td>11 12</td> <td>1 91</td> <td>614 46</td> <td>11 12</td> <td>00</td> <td>754 69</td> </tr> </table>							CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	121+ DAYS	BALANCE DUE	00	11 12	1 91	614 46	11 12	00	754 69
CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	121+ DAYS	BALANCE DUE														
00	11 12	1 91	614 46	11 12	00	754 69														



BUSINESS MUSIC, INC
P O BOX 2568
AMARILLO, TX 79105
PHONE# (806) 374-7000

2

STATEMENT			
COMP	ACCOUNT#	DATE	AMOUNT
100	882538	08/26/03	430 96
REMIT AMOUNT:			
ORIGINAL		TERMS: NET 10 DAYS	

FOOD 4 LESS #8823
1221 W IRVINGTON
TUCSON, AZ 85714

REMIT TO: BUSINESS MUSIC, INC
P O BOX 2568
AMARILLO TX 79105

DETACH AND REMIT THIS PORTION WITH PAYMENT
KEEP THIS PORTION FOR YOUR RECORDS

BUSINESS MUSIC, INC , , (806) 374-7000						
LOCATION						PAGE
FOOD 4 LESS #8823, 1221 W IRVINGTON TUCSON, AZ 85714						1
ACCOUNT#	DATE	TERMS	DISPER			
882538	08/26/03	NET 10 DAYS	HOSA			
DOC-DATE	APPLY#	TYPE	DOC#	DESCRIPTION	DOC-AMOUNT	BALANCE
12/26/02	103540	I	103540	HOLIDAY PROGRAMMING	95 00	95 00
10/01/02	A095769	I	A095769	MUZAK MUSIC PLUS	64 68	64 68
11/01/02	A098742	I	A098742	MUZAK MUSIC PLUS	64 68	64 68
12/01/02	A101580	I	A101580	MUZAK MUSIC PLUS	64 68	64 68
01/01/03	A107103	I	A107103	MUZAK MUSIC PLUS	64 68	64 68
03/01/03	A110262	I	A110262	MUZAK MUSIC PLUS	64 68	64 68
11/30/02	FC0211	F	FC0211	FINANCE CHARGE	97	97
12/31/02	FC0212	F	FC0212	FINANCE CHARGE	1 94	1 94
01/31/03	FC0301	F	FC0301	FINANCE CHARGE	4 34	4 34
03/31/03	FC0303	F	FC0303	FINANCE CHARGE	5 31	5 31
<p>BMI PRE FILE 4 pgs (Amarillo was paid)</p>						
CURRENT	1-30 DAYS	31 60 DAYS	61-90 DAYS	91-120 DAYS	121+ DAYS	BALANCE DUE
00	00	00	00	00	430 96	430 96



BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105
 PHONE# (806) 374-7000

(3)

STATEMENT			
COMP	ACCOUNT#	DATE	AMOUNT
100	882539	08/26/03	410 61
REMIT AMOUNT:			
ORIGINAL		TERMS: NET 10 DAYS	

FOOD 4 LESS #8848
 1990 W ORANGE GROVE
 TUCSON, AZ 85704

REMIT TO: BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105

DETACH AND REMIT THIS PORTION WITH PAYMENT
 KEEP THIS PORTION FOR YOUR RECORDS

BUSINESS MUSIC, INC , , (806) 374-7000						
LOCATION						PAGE
FOOD 4 LESS #8848, 1990 W ORANGE GROVE, TUCSON, AZ 85704						1
ACCOUNT#	DATE	TERMS	SLSPER			
882539	08/26/03	NET 10 DAYS	HOSA			
DOC-DATE	APPLY#	TYPE	DOC#	DESCRIPTION	DOC-AMOUNT	BALANCE
10/01/02	A095770	I	A095770	MUZAK MUSIC PLUS	64 68	
10/01/02	A095770	D	05847	C/O IN ERROR	64 68	
05/01/03	A095770	C	05766	WRITE OFF INVOICE	64 68-	64 68
11/01/02	A098743	I	A098743	MUZAK MUSIC PLUS	64 68	
11/01/02	A098743	D	05848	C/O IN ERROR	64 68	
05/01/03	A098743	C	05766	WRITE OFF INVOICE	64 68-	64 68
12/01/02	A101581	I	A101581	MUZAK MUSIC PLUS	64 68	
11/01/02	A101581	D	05849	C/O IN ERROR	64 68	
05/01/03	A101581	C	05766	WRITE OFF INVOICE	64 68-	64 68
01/01/03	A104399	I	A104399	MUZAK MUSIC PLUS	64 68	
01/01/03	A104399	D	05851	C/O IN ERROR	64 68	
05/01/03	A104399	C	05766	WRITE OFF INVOICE	64 68-	64 68
02/01/03	A107404	I	A107404	MUZAK MUSIC PLUS	64 68	
02/01/03	A107404	D	05852	C/O IN ERROR	64 68	
05/01/03	A107404	C	05766	WRITE OFF INVOICE	64 68-	64 68
03/01/03	A110263	I	A110263	MUZAK MUSIC PLUS	64 68	
03/01/03	A110263	D	05853	C/O IN ERROR	64 68	
05/01/03	A110263	C	05766	WRITE OFF INVOICE	64 68-	64 68
04/01/03	A113108	I	A113108	MUZAK MUSIC PLUS	64 68	
04/01/03	A113108	D	05854	C/O IN ERROR	2 16	
05/01/03	A113108	C	05766	WRITE OFF INVOICE	64 68-	2 16
07/31/02	FC0207	F	FC0207	FINANCE CHARGE	2 91	
07/31/02	FC0207	D	05855	C/O IN ERROR	2 91	
05/01/03	FC0207	C	05767	WRITE OFF FINANCE CHARGES	2 91-	2 91
08/31/02	FC0208	F	FC0208	FINANCE CHARGE	2 91	
08/31/02	FC0208	D	05856	C/O IN ERROR	2 91	
05/01/03	FC0208	C	05767	WRITE OFF FINANCE CHARGES	2 91-	2 91
09/30/02	FC0209	F	FC0209	FINANCE CHARGE	3 88	

CONTINUE



BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105
 PHONE# (806) 374-7000

3

S T A T E M E N T			
COMP	ACCOUNT#	DATE	AMOUNT
100	882539	08/26/03	410 61
REMIT AMOUNT:			
ORIGINAL		TERMS: NET 10 DAYS	

FOOD 4 LESS #8848
 1990 W ORANGE GROVE
 TUCSON, AZ 85704

REMIT TO: BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO TX 79105

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BUSINESS MUSIC, INC , , (806) 374-7000							
LOCATION							PAGE
FOOD 4 LESS #8848, 1990 W ORANGE GROVE, TUCSON, AZ 85704							2
ACCOUNT#	DATE	TERMS	SLSPER				
882539	08/26/03	NET 10 DAYS	HOSA				
DOC-DATE	APPLY#	TYPE	DOC#	DESCRIPTION	DOC-AMOUNT	BALANCE	
09/30/02	FC0209	D	05857	C/O IN ERROR	3 88		
05/01/03	FC0209	C	05767	WRITE OFF FINANCE CHARGES	3 88-	3 88	
11/30/02	FC0211	F	FC0211	FINANCE CHARGE	97		
11/30/02	FC0211	D	05858	C/O IN ERROR	97		
05/01/03	FC0211	C	05767	WRITE OFF FINANCE CHARGE	97	97	
12/31/02	FC0212	F	FC0212	FINANCE CHARGE	1 94		
12/31/02	FC0212	D	05859	C/O IN ERROR	1 94		
05/01/03	FC0212	C	05767	WRITE OFF FINANCE CHARGES	1 94-	1 94	
01/31/03	FC0301	F	FC0301	FINANCE CHARGE	2 91		
01/31/03	FC0301	D	05860	C/O IN ERROR	2 91		
05/01/03	FC0301	C	05767	WRITE OFF FINANCE CHARGES	2 91-	2 91	
03/31/03	FC0303	F	FC0303	FINANCE CHARGE	4 85		
03/31/03	FC0303	D	05861	C/O IN ERROR	4 85		
05/01/03	FC0303	C	05767	WRITE OFF FINANCE CHARGES	4 85-	4 85	
CURRENT							BALANCE DUE
00	1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	121+ DAYS	410 61	410 61
00	00	00	00	00	00	410 61	410 61



BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105
 PHONE# (806) 374-7000

S T A T E M E N T			
COMP	ACCOUNT#	DATE	AMOUNT
100	882543	08/26/03	788 44
REMIT AMOUNT:			
ORIGINAL		TERMS: NET 10 DAYS	

FLEMING
 SSC RETAIL - FOOD 4 LESS
 P O BOX 268877
 OKLAHOMA CITY, OK 73126-8877

REMIT TO BUSINESS MUSIC, INC
 P O BOX 2568
 AMARILLO, TX 79105

VA II NI RPHI I * * * * *
 KEEP THIS PORTION FOR YOUR RECORDS

BUSINESS MUSIC INC , , (806) 374-7000							PAGE
LOCATION							1
FOOD 4 LESS #8848, 1990 W ORANGE GROVE, TUCSON, AZ 85704							
ACCOUNT#	DATE	TERMS	SLSPER				
882543	08/26/03	NET 10 DAYS	HOSA				
DOC-DATE	APPLY#	TYPE	DOC#	DESCRIPTION	DOC-AMOUNT	BALANCE	
05/28/03	103988	I	103988	CANCELLATION CHARGE	765 48	765 48	
06/30/03	FC0306	F	FC0306	FINANCE CHARGE	11 48	11 48	
07/31/03	FC0307	F	FC0307	FINANCE CHARGE	11 48	11 48	
CURRENT							
00	1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	121+ DAYS	BALANCE DUE	
	11 48	11 48	765 48	00	00	788 44	

MUZAK AFFILIATE MULTI-TERRITORY SERVICE AGREEMENT

This Agreement ("Agreement") is made as of the 10th day JULY 2001 by and between Muzak of Northern California acting as agent for the Servicing Music Suppliers listed on Exhibit "A" hereto as now existing or a subsequently amended ("Supplier") and Fleming Foods ("Subscriber")

The parties agree as follows



muzak

1 MUSIC SERVICES

Supplier provides MUZAK® subscription music programming (the "Music Service") to commercial establishments. Subscriber owns, operates, franchises or controls the commercial establishments listed in Exhibit "B" as may be amended from time to time in accordance with the terms of this Agreement ("Serviced Premises"). The parties agree that, subject to paragraph 7 below, Supplier shall provide the Music Service to each of the Serviced Premises, and, subject to pre-existing contracts for subscription music services to each other commercial establishment owned, operated, franchised or controlled by Subscriber that receives subscription music services. Subscriber acknowledges that the fees to be paid to Supplier pursuant to this Agreement assume the provision of the Music Service to all commercial establishments owned, operated, franchised or controlled by Subscriber, subject to pre-existing contracts for subscription music services. Music service description: Audio Architecture through all speakered areas

2 EQUIPMENT

For the consideration set forth in Section 3 below, Supplier shall provide the following equipment to each Serviced Premises

a. Purchased Equipment 1 receiving network

b. Other Equipment _____

(Subscriber may obtain additional equipment from Supplier on terms to be negotiated on a location by location basis. This Agreement shall not affect the validity or enforceability of any pre-existing agreement between a Servicing Music Supplier and Subscriber or a Serviced Premises for the provision of equipment other than equipment for the reception of the Music Service as identified in this paragraph 2 and any such pre-existing agreement shall remain in full force and effect until its expiration or earlier termination in accordance with its terms.)

3 FEES

In consideration of the services and equipment provided to Subscriber and in addition to the fees and charges referred to in Section 8 below, Subscriber shall pay the following fees and charges per Serviced Premises to Supplier in the manner set forth herein:

a. One-time charges

Purchased Equipment (as specified above) \$ _____

Equipment Installation \$ 250.00

b. Recurring (monthly) charges

Music Service and Equipment \$ 64.68

c. Other \$ _____

4 CONTRIBUTION — MUZAK HEART & SOUL FOUNDATION

Music education can change the life of a disadvantaged child by giving him or her the chance to grow intellectually, economically and spiritually. We want to give the gift of a future filled with music by supporting the Muzak Heart & Soul Foundation with a monthly contribution.

\$1 per month/location

\$2 per month/location

\$5 per month/location

\$10 per month/location

5 TERM

This Agreement shall remain in effect for sixty ~~60~~ months from INSTALL and shall be automatically renewed for subsequent sixty (60) month period(s) unless terminated by either party by written notice delivered to the other party at least ninety (90) days prior to the expiration of the initial term or the applicable renewal term.

6 CONTINUATION OF AGREEMENT

The terms and conditions set forth on the reverse side are part of this agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the day and year first above written.

Subscriber

By

Title

Address

VP of Finance/Controller
1745 Lakepointe Dr
Louisville, TX 75057

Supplier

As Agent for the Servicing Music Suppliers

By

Title

Address

Jim Duffin

8/3/01

INSTALLATION AND MAINTENANCE OF EQUIPMENT

Subscriber hereby grants to Supplier the right to install, use, maintain, repair, replace, modify, improve, upgrade, enhance, and otherwise use the Music Service equipment provided to Subscriber on the premises of Subscriber for the purpose of providing the Music Service to Subscriber. Subscriber agrees to provide access to the premises of Subscriber to Supplier for the purpose of installing, using, maintaining, repairing, replacing, modifying, improving, upgrading, enhancing, and otherwise using the Music Service equipment provided to Subscriber on the premises of Subscriber. Subscriber agrees to provide access to the premises of Subscriber to Supplier for the purpose of installing, using, maintaining, repairing, replacing, modifying, improving, upgrading, enhancing, and otherwise using the Music Service equipment provided to Subscriber on the premises of Subscriber. Subscriber agrees to provide access to the premises of Subscriber to Supplier for the purpose of installing, using, maintaining, repairing, replacing, modifying, improving, upgrading, enhancing, and otherwise using the Music Service equipment provided to Subscriber on the premises of Subscriber. Subscriber agrees to provide access to the premises of Subscriber to Supplier for the purpose of installing, using, maintaining, repairing, replacing, modifying, improving, upgrading, enhancing, and otherwise using the Music Service equipment provided to Subscriber on the premises of Subscriber.

7 PAYMENT TO SUPPLIER

With respect to each Serviced Premises, Subscriber shall pay the fees specified herein. One-time charges shall be due and payable on a Net 10 Days basis. Recurring charges shall be payable monthly in advance and shall be due on the first day of the calendar month to which the charges relate. Additionally, Subscriber shall pay to Supplier the incremental cost of any increase in copyright fees charged by ASCAP, BMI, or other similar entities beyond what is set forth in Schedule A hereof and any applicable state or federal tax or government charges (except income taxes) arising from this Agreement. The payments shall be subject to an interest charge at the maximum rate permitted by law. Annually during the term of this Agreement, Supplier may increase the recurring charges on 30 days prior written notice to Subscriber by a percentage increase equal to the percentage increase in the Consumer Price Index All Urban Consumers during the preceding year.

8 USE OF MUSIC SERVICE

Subscriber agrees that without the prior written consent of Supplier the Music Service shall not be performed in conjunction with commercial announcements for which Subscriber or any other person receives consideration of any kind or (ii) copied, recorded, dubbed or supplemented. Subscriber further agrees that the Music Service shall not be amplified, transmitted or retransmitted so as to be audible outside any Serviced Premises.

9 FAILURE OR INTERRUPTION OF SERVICE

Supplier shall not be liable for any failure to perform its obligations hereunder due to Acts of God, strikes, emergencies, mechanical failure, regulatory or other governmental action, action or inaction by Subscriber, its licensees, contractors, employees, agents or invitees, a breach of this Agreement by Subscriber or any other cause beyond Supplier's control. For any failure or interruption of the Music Service which is not excused under the preceding sentence, which exceeds 24 consecutive hours in duration, and of which Supplier receives written notice within 48 hours of such failure or interruption, Supplier shall credit Subscriber's account with respect to the affected Serviced Premises by an amount equal to one thirtieth of the recurring monthly charge for the Music Service for each 24-hour period during which the failure or interruption continues. Said credit shall be the sole and exclusive remedy of Subscriber with respect to any interruption or failure of the Music Service. Supplier shall not be liable for any incidental or consequential damages whatsoever.

10 ADDITIONS AND DELETIONS

In the event Subscriber wishes to add a Serviced Premises it shall give Supplier 30 days prior written notice of such addition. Within 10 days of Supplier's receipt of such notice it shall advise Subscriber in writing if it accepts the addition. If the addition is accepted Supplier shall promptly install any equipment to be provided by Supplier and commence providing the Music Service at the added premises. In the event Subscriber wishes to delete a Serviced Premises it shall give Supplier 30 days prior written notice of the deletion. Supplier shall promptly remove from the deleted premises any Supplier owned equipment. Subscriber's obligations with respect to such deleted premises shall not cease unless Supplier is then providing the Music Service to at least 95% of the Serviced Premises shown in Exhibit B and (i) Subscriber has closed the deleted premises, or (ii) Subscriber has sold the deleted premises to an unrelated and unaffiliated third party.

11 SERVICING MUSIC SUPPLIER

Subscriber acknowledges and agrees that all services to be provided by Supplier hereunder shall be provided by the Servicing Music Supplier identified in Exhibit B as being responsible for a particular Serviced Premises. Subscriber further acknowledges that Supplier is entering into and executing this Agreement on behalf of and as agent for each such Servicing Music Supplier and that the express intent of both parties hereto is to establish privity of contract between Subscriber and each such Servicing Music Supplier with respect to each Serviced Premises served by each such Servicing Music Supplier and that the Xerox, photocopied, or otherwise reproduced copies of this Agreement shall be deemed to be the original copies of this Agreement.

12 APPLICABLE LAW

In the event of a dispute affecting Serviced Premises located in one state, this Agreement shall be governed by and in accordance with the laws of that state applicable to contracts made and to be performed wholly within such state and venue shall rest with the court of general jurisdiction located in the county where the subject Servicing Music Supplier maintains its principal place of business. In the event of a dispute affecting Serviced Premises located in more than one state, this Agreement shall be governed by and in accordance with the laws of the state where the Supplier which has executed this Agreement acts as agent for the Servicing Music Suppliers maintain its principal place of business applicable to contracts made and to be performed wholly within such state and venue shall rest with the court of general jurisdiction located in the county where said Supplier maintains its principal place of business. If any provision of this Agreement is deemed unenforceable (in whole or in part) by a Court of competent jurisdiction in a particular state, it shall be amended or deleted so as to effectuate the intent of such provision and of this Agreement to the maximum extent that is enforceable.

13 SUCCESSORS AND ASSIGNS

This Agreement is fully assignable by Supplier but may not be assigned by Subscriber without the prior written consent of Supplier, which consent shall not be unreasonably withheld.

14 DEFAULT AND REMEDIES

Default in payment or violation of any material term of this Agreement by Subscriber shall cause, at Supplier's option, the entire contract balance to become immediately due and payable as liquidated damage, and Supplier shall have the right to enter any Serviced Premises, discontinue service, and remove the Supplier owned equipment. Subscriber shall reimburse Supplier for all costs and expenses, including reasonable attorneys fees and costs, incurred in connection with Supplier's exercise of its rights under this Agreement.

15 PRE-EXISTING CONTRACT

In the event of any Music Service agreement existing between a Subscriber and a Servicing Music Supplier at the time of the execution of this Agreement, such agreement shall remain in full force and effect until it expires (without giving effect to any automatic renewal clause), but upon such expiration this Agreement shall immediately take effect.

16 NOTICES

All notices required to be sent by either party shall be in writing and shall be sent certified mail postage prepaid to the respective addresses set forth below their signatures on the reverse side.

17 WHOLE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises, or warranties (express or implied), written or verbal. Except for a modification of the list of Servicing Music Suppliers in Exhibits A and B, which may be made by Supplier, no modification of this Agreement shall be valid unless made in writing and signed by both parties.

Fleming Food 4 Less

Retail Store List

	Store #	Whs #	Store Name	Address	Phone #	Fax #	Store Director
ARIZONA	8827	03922850	Food 4 Less@ Bell Road	245 East Bell Road Phoenix, AZ 85022	602-993-8997 480-332-3084 Cell	602-866-8063	Brent Hilde bhilde
	8828	03922852	Food 4 Less@ Chandler	240 West Warner Road Chandler AZ 85224	480-899-7299	480-899-8820	Bob Stipp Lou Vannatta
	8829	03922854	Food 4 Less@ Glendale Peoria	5810 West Peoria Avenue Glendale, AZ 85302	623-245-1086	623-245-0531	Tim Plass tplass
	8831	03922858	Food 4 Less@ Tempe	1706 E Southern Avenue Tempe AZ 85282	480-752-9866	480-752-9867	Joe Bove
CALIFORNIA - EAST	8727	11489904	Food 4 Less@ Antelope	8065 Watt Avenue Antelope CA 95843	916-348-3425	916-348-3520	Jerry Vines
	8836	11436000	Food 4 Less@ Antioch	2950 Delta Fair Blvd Antioch CA 94509	925-778-2701	925-778-6721	Mike Thibault
	8728	11423201	Food 4 Less@ Chico	2051 Whitman Avenue Chico CA 95928	530-894-1050	530-894-1170	Brian Lee
	8837	11436500	Food 4 Less@ Fairfield	1955 West Texas Street Fairfield CA 95688	707-425-8610	707-425-2301	Open
	8748	11460101	Food 4 Less@ Marysville	6000 Lindhurst Avenue Marysville CA 95901	530-749-1050	530-749-8627	Rick Walker
	8742	11465501	Food 4 Less@ Oroville	1180 Oroville Dam Blvd Oroville CA 95965	530-533-2389	530-534-4439	Glenn Ostergard
	8749	11450201	Food 4 Less@ Red Bluff	94 Belle Mill Road Red Bluff CA 96080	530-529-7666	530-529-7699	Tim Prest
	8731	11472501	Food 4 Less@ Redding	1330 Chum Creek Road Redding CA 96003	530-222-6740	530-222-3204	Ray Pngmore
	8729	11489901	Food 4 Less@ Yuba City	1232 Colusa Avenue Yuba City CA 95991	530-671-4612	530-671-9227	Ray Oberlin
CALIFORNIA - WEST	8815	11431000	Food 4 Less@ Newark	39966 Cedar Boulevard Newark, CA 94590	510-438-5968	510-490-8186	Miguel Salas
	8812	11432000	Food 4 Less@ Parkmoor	1539 Parkmoor Avenue San Jose, CA 95128	408-947-4375	408-995-0230	John Lewis
	8721	11401126	Food 4 Less@ Pinole	1370 Fitzgerald Drive Pinole, CA 94564	510-243-8771	510-243-8785	Dan Sehorn
	8817	11434000	Food 4 Less@ Rohnert Park	605 Rohnert Park Expwy Rohnert Park, CA 94928	707-584-1200	707-586-0705	Tim Canter tcanter
	8810	11135000	Food 4 Less@ Santa Maria North	1870 North Broadway Santa Maria, CA 93454	805-348-9600	805-348-9538	Matthew Flohr
	8811	11134500	Food 4 Less@ Santa Maria South	2440 South Broadway Santa Maria, CA 93454	805-349-3414	805-349-8225	Steven Arnold
	8816	11433500	Food 4 Less@ Santa Rosa	2055 Sebastopol Road Santa Rosa, CA 95407	707-578-8900	707-523-2208	Dave Beck
	8813	11432500	Food 4 Less@ Tully	1972 Tully Road San Jose CA 95122	408-270-2945	408-270-4843	Rodney Rodriguez rrodriguez
	8841	11477501	Food 4 Less@ Ukiah	1235 Airport Park Blvd Ukiah CA 95482	707-467-9007	707-467-9017	James Hagerman
	8814	11433000	Food 4 Less@ Union City	30073 Industrial Pkwy SW Union City, CA 94587	510-475-3663	510-475-3670	Jeff Elizarray
CALIFORNIA-CENTRAL	8841	37030	Food 4 Less@ Hanford #20	1850 W Lacey Blvd Hanford CA 93239	559-585-2080	559-585-2077	Kevin Cramlet
	8842	37020	Food 4 Less@ Ben Maddox #21	1550 N Ben Maddox Visalia CA 93291	559-635-6500	559-635-6505	Kristy Smith
	8843	37040	Food 4 Less@ Clovis #22	1355 Shaw Ave Clovis CA 93612	559-325-0180	559-325-0387	Shane Pollard
	8844	37050	Food 4 Less@ Fresno #23	4590 North First St Fresno CA 93710	559-248-9962	559-248-9586	Jerry Martin
	8845	37060	Food 4 Less@ W Fresno #24	1177 Fresno Street Fresno CA 93706	559-499-8910	559-499-6915	Al Perryman
	8846	37070	Food 4 Less@ Bakersfield #25	4400 Ming Avenue Bakersfield CA 93309	861-835-5896	861-835-1882	Russ Vanderzest
	8847	37010	Food 4 Less@ Visalia #26	3637 Mooney Blvd Visalia, CA 93277	559-739-1193	559-739-7647	Kevin Moya

Fleming Food 4 Less

Retail Store List

Store #	Whs #	Store Name	Address	Phone #	Fax #	Store Director
8708	02101200	Food 4 Less@ Kearns	5345 South 4015 West Kearns UT 84118	801 967 3365	801-967-1543	Evan Stephens estephe
8711	02101204	Food 4 Less@ Rose Park	729 North Redwood Road Salt Lake City UT 84116	801 322 3562	801-322 3725	Paul Adamson adamason
8716	02101223	Food 4 Less@ Spanish Fork	784 Chappel Drive Spanish Fork UT 84660	801-485-2246	801 794 3867	Randy Jensen ryjensen
8706	02101885	Food 4 Less@ University	2250 N University Parkway Provo UT 84604	801 373-8626	801 374-6042	Gary Hendry ghendry
8709	02101216	Food 4 Less@ Van Winkle	5504 South Van Winkle Salt Lake City UT 84117	801 272-3434	801-278-9659	Jerry Flitton
8715	02101208 1158 old	Food 4 Less@ West Valley	1585 West 3500 South West Valley UT 84119	801-972-5761	801 972-6810	Don Beesley dbeesle
8743	1223	Food 4 Less@ Jordan	2735 West 7800 South West Jordan UT 84088	801 563-9854 801-563-9658 801 563-9661	801 563-9855	Greg Bennion
8277		Food 4 Less@ Kenosha	3500 - 52nd Street Kenosha, WI 53144	262-652-1122	262-652-0185	Joe Hebror
8904		Food 4 Less@ Brown Deer	6300 W Brown Deer Rd Brown Deer WI 53223-2233	414-365-2260	414-365-2267	Tim Plevaka
8905		Food 4 Less@ Waukesha	1535 E Moreland Waukesha WI 53186-3929	262-896-3560	262-896-3567	Mike Jankovich
8906		Food 4 Less@ 18th Street Kenosha	2811 18th Street Kenosha WI 53140-4865	262 597-0110	262-597-0100	Jeff Opahle
8907		Food 4 Less@ 27th & Layton	4771 S 27th Street Greenfield WI 53221 2601	414-281-8447	414-281 9589	Kevn Walker
8908		Food 4 Less@ Pewaukee	1230 Capitol Dr Pewaukee WI 53072-2580	262-691 1960	262-691 1761	Tom Martwick
8909		Food 4 Less@ Coldspring	4275 S 76th Street Greenfield WI 53220-2804	414-328-3440	414-328-3447	Matt Jones
8910		Food 4 Less@ Brookfield	17295 W Capitol Dr Brookfield WI 53045-2004	262-783-2080	262-783-2086	Dick Trainer ??
8911		Food 4 Less@ Racine	5201 W Washington Ave Racine WI 53406-4242	262-835-7820	262-835-7825	Becky Panfil
8912		Food 4 Less@ State Street	8700 W State St Wauwatosa, WI 53213-2838	414-259-8560	414-259-8569	Robin Reed
8913		Food 4 Less@ Menomonee Falls	N81 W15182 Appleton Ave Menomonee Falls WI 53051 3840	262-253-7440	262-253-7448	Bill Zeck

UTAH

X

FOOD 4 LESS

X

X

X

X

X

X

X

X

X

X

X

X

WISCONSIN

CARLOS
FACKREU

SENTRY

SENTRY

ADD 8/1/01
AMARILLO, TEXAS
* LUBBOCK, TEXAS 2705 50th St.

ACCOUNT EXECUTIVE: Kelly Fenley

IA-BUS 256 / 3-2802 / 104/10C

SITE LOCATION:
NAME: Food 4 Less (Fleming)
ADDRESS: 1990 W. Orange Grove
X STREET: TUCSON
CITY: [REDACTED] **ST:** AZ **ZIP:** 85704
PHONE #: TBD
PHONE #: [REDACTED]
PAGER: [REDACTED]

DBS
 DISH NETWORK
 TONES
 MARKETING ON HOLD
 MUSIC ON HOLD
 CCTV

DAYPART
 SDMS
 VIDEO
 DRIVE THRU
 PAGING
 SND SYSTEM

INTERCOM
 OTHER

CUSTOMER PROFILE

NEW
 EXISTING
 ADD-ON
 T & M
 SALE
 LEASE

UNDER CONSTRUCTION
 CONSTRUCTION COMPLETION DATE _____

GENERAL CONTRACTOR: _____
PHONE #: _____
CELL #: _____
ON SITE #: _____

APPROVAL: [Signature]
ESTIMATED HOURS: _____
WORK ORDER #: _____
CUSTOMER #: _____

SCHEDULE DATE: _____

1 _____ 4 _____
 2 _____ 5 _____
 3 _____ 6 _____

OF RECEIVERS _____ # OF ZONES _____
 PROGRAMS

WORK TO BE DONE: Install ~~DBS~~ DBS satellite & (1) receiver & (1) amplifier

Andrea
 374 7000 IA
 806. [REDACTED] Andrea

Qty Ord'd	Qty Inst'd	Mfg	Part No	Item	Qty Ord'd	Qty Inst'd	Mfg	Part No	Item

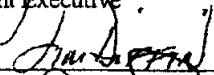
Addendum

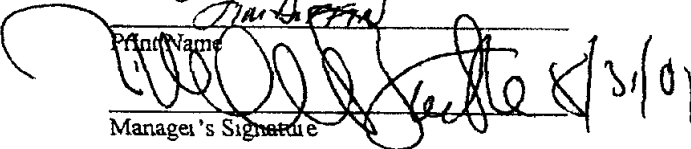
This addendum is attached to and made part of the attached multi-territory services agreement between **Muzak of Northern California and Fleming Foods**

- 1 The music service rate as listed on the attached agreement shall be reduced by 10% when the number of subscriber s locations served reaches 50 This rate reduction shall apply to all new locations, however, Muzak will consider the existing locations (38) as part of the requirement for the rate reduction

Muzak LLC


Account Executive


Print Name


Manager's Signature

Subscriber

Fleming Companies Inc
Company NAME


Authorized Signature

John Samrell
Print Name

Retail ops VP of Finance/Controller
Title

384720

SALESPERSON LIM PIFFIN ¹⁴²¹⁵⁰ IA - Amarillo

		LOCATION Name <u>FOOD 4 LESS</u> Address <u>2705 50th ST</u> X Street _____ City <u>Lubbock</u> State <u>TX</u> Zip <u>79413</u> County _____ Phone _____		BILL TO Name <u>Same</u> Address _____ City _____ State _____ Zip _____ Phone # _____ Contact _____ P. O. # _____		ACTION CODE _____ S M APPROVED <input checked="" type="checkbox"/> G M APPROVED _____ WORK ORDER # _____ CUSTOMER # _____ SIC # _____ SCHEDULE DATE _____ <input type="checkbox"/> Promised Date <input type="checkbox"/> ASAP <input type="checkbox"/> Opening Date <input type="checkbox"/> Will Notify <input checked="" type="checkbox"/> Must Call Ahead for Access or Co-ordination			
		NEW <input checked="" type="checkbox"/> EXISTING <input type="checkbox"/> ADD-ON <input type="checkbox"/> T & M <input type="checkbox"/> TELC LINE <input type="checkbox"/> DAY-PART <input type="checkbox"/> AD PART <input type="checkbox"/> DBS <input checked="" type="checkbox"/> TONES <input type="checkbox"/> M-Q-H <input type="checkbox"/> SALE <input type="checkbox"/> LEASE <input type="checkbox"/> SUB-OWNED <input type="checkbox"/> POP <input type="checkbox"/> OTHER <input type="checkbox"/> 90 <input type="checkbox"/> 60 <input type="checkbox"/> UNL <input type="checkbox"/> SOLD <input type="checkbox"/> HEADEND LEASED <input type="checkbox"/> DATA <input type="checkbox"/> VIDEO <input type="checkbox"/> <input type="checkbox"/> PLENUM CABLE REQUIRED <input type="checkbox"/> SEISMIC SUPPORTS ESTIMATED HOURS <u>4</u> CONSTRUCTION STATUS: <u>NEW</u>				SATELLITE <u>DBS</u> ENVIRONMENTAL <input type="checkbox"/> EXPRESSIONS <input type="checkbox"/> MAIN EVENT <input type="checkbox"/> CONTEMP JAZZ <input type="checkbox"/> HITLINE <input type="checkbox"/> INSTRUMENTAL <input type="checkbox"/> CLASSICAL <input type="checkbox"/> COUNTRY <input checked="" type="checkbox"/> HOLIDAY <input type="checkbox"/> FM 1 <input checked="" type="checkbox"/> HOT FM <input type="checkbox"/> JUKE BOX GOLD <input type="checkbox"/>			
SPECIAL PURCHASE NOTES <u>Corp Contact: Rich Wertkemper 916-313-4346</u>									
WORK TO BE DONE <u>Install DBS onto Client's existing system</u> <u>Set to FM-1 initially</u>									
QUANTITY ORDERED	QUANTITY INSTALLED	MFG	PART #	DESCRIPTION	QUANTITY ORDERED	QUANTITY INSTALLED	MFG	PART #	DESCRIPTION
1				DBS recovery software					

Dave Chester

From Troy Leavitt [TLeavit@email.fleming.com]
Sent Wednesday, February 27, 2002 8:09 AM
To dave_chester@muzak.com
Subject New Store

Dave as discussed on the phone we need to add a new store to the multi store/state agreement signed July 10, 2001 between Fleming Co and Muzak

New store address is

Food 4 Less
1221 West Irvington
Tucson, AZ 85714

Thanks

Troy Leavitt
972-906-1246
TLEAVIT@email.fleming.com