

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM



484305

Bar Date Ref # 2-G1 3852

YOUR CLAIM IS SCHEDULED AS

In re Fleming Companies, Inc	Case Number 03-10945
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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 MCB LP P O BOX 8327 LAUREL MS 39441-8000	0354651484305 <input type="checkbox"/> 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. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.
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The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

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 # 64-0839777	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here <input type="checkbox"/> replaces or amends a previously filed claim dated _____
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1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (describe briefly) Guarantor on Build and Lease Agreement	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
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2 DATE DEBT WAS INCURRED May 5, 1989	3 IF COURT JUDGMENT, DATE OBTAINED N/A
4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ Unliquidated (unsecured) \$ (secured) \$ 11,430.14 (unsecured priority) \$ 11,430.14 (total) a mo*	

See attached Summary

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

5 SECURED CLAIM <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim above if any \$ 0	6 UNSECURED PRIORITY CLAIM <input type="checkbox"/> Check this box if you have an unsecured priority claim. Specify the priority of the claim: <input type="checkbox"/> 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) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> 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) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>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.</small>
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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 attached 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 SPACE FOR COURT
USE ONLY

FILED

SEP 08 2003

BMC
Fleming Companies Claim
08688

DATE SIGNED 9-3-03	SIGN and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). Harry H. Bush, General Partner MCB, L.P.
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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

**SUMMARY OF SUPPORTING DOCUMENTS FOR
PROOF OF CLAIM**

**IN RE FLEMING COMPANIES, INC., UNITED STATES BANKRUPTCY
COURT FOR THE DISTRICT OF DELAWARE, CASE NO 03-10945**

CREDITOR: McB, LP, P O BOX 8327, LAUREL, MS 39441-8000

Fleming Companies, Inc , is the Guarantor of a Build and Lease Agreement between Pickering Investments, Inc , as Lessor and Dixie Land Food Stores, Inc , as Lessee involving premises in Collins, Mississippi, originally occupied by Piggly Wiggly The basic terms are as follows

- 1 Term 15 years commencing when the store is opened or 45 days following completion of construction The lease is undated but the acknowledgments are dated December 19, 1988, and May 5, 1989, and creditor understands the expiration date of the lease to be July 20, 2005
- 2 Renew of Options Lessee at its election may renew the lease for four additional terms of five years each
- 3 Minimum Rent Eleven Thousand Four Hundred Thirty Dollars and 14/100 (\$11,430 14)
- 4 Guarantor Fleming Companies, Inc The Guaranty Agreement is dated May 5, 1989, and a copy is attached hereto
- 5 The subject property is currently occupied by R and M Foods, Inc , subject to a Sublease Agreement between R and M Foods, Inc , as tenant and Food Giant Supermarkets, Inc , a Missouri Corporation as successor to Piggly Wiggly Dixieland, Inc , Landlord, dated January 23, 2001, and which sublease expires July 20, 2005 The sublease provides for an annual base rent of Eighty-Five Thousand Nine Hundred Five Dollars (\$85,905 00) payable in monthly installments of Seven Thousand One Hundred Fifty-Eight Dollars and 75/100 (\$7,158 75)

Creditor acknowledges that the original lease agreement is in full force and effect and not in default

Creditor acquired the subject property and lease by Trustee's Deed dated December 20, 1993, as authorized by the Bankruptcy Judge in the United States Bankruptcy Court for the Southern District of Mississippi in the case styled "In re Pickering Investments, Inc , Case No 92-09286HEG" and which Trustee's Deed is recorded in the Office of the Chancery Clerk of Covington County, Mississippi, in Deed Book 198 at Page 477

Copies of all of the mentioned documents are available from the attorney for the creditor as follows

Anthony L Thaxton
Gilchrist Sumrall Thaxton Yoder & Boone PLLC
P O Box 106
Laurel, MS 39441-0106
Telephone 601-649-3351
Facsimile 601-426-9625

GUARANTY

Dated May 5, 1989, 1988

IN CONSIDERATION of an as an inducement for the granting, execution and delivery of the Lease Agreement (hereinafter "Lease") dated _____, 19__, by and between PICKERING INVESTMENTS, INC, as LESSOR and DIXIELAND FOOD STORES, INC, a Delaware corporation, as LESSEE covering the following described real property to wit

LAND DESCRIPTION

Commence at the NE Cor of SE 1/4 of NE 1/4, Sec 23, T8N R16W and run west 81 ft or the West R O W line of Hwy #49, Thence run S-15° 48-E, 52 ft along said R O W to the NE Cor of Lot 1 of the Sylvia Knight Sub, Thence run West 325 ft to the NW Cor of said Lot 1, Thence run South 688 5 ft to the SW Cor of Lot 7 of said Sub, Thence run East 350 ft to the SE Cor. of Lot 7, Thence run North 150 ft, Thence run East 113 ft or to the west R.O.W. line of Hwy #49, Thence run N-13°-W, 339 9 ft along said R O W, Thence run N-15°48-W, 217 4 ft along said R O W to the point of beginning, Containing 6 15 acres more or less and being in SE 1/4 of NE 1/4, Sec 23 and also in SW 1/4 of NW 1/4, Sec 24, T8N R16W Also being lots 1, 2, 3, 4, 5, 6, and 7 of the Sylvia Knight Sub Covington County, City of Collins, MS

the undersigned, FLEMING COMPANIES, INC, an Oklahoma corporation of Oklahoma City, Oklahoma, hereby guarantees to the LESSOR, its successors and assigns, the full and prompt payment of rent, and any and all other sums and charges payable by LESSEE, its successors and assigns under said Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by LESSEE, its successors and assigns, and the Guarantor hereby covenants and agrees to and with the LESSOR, its successors and assigns, that if default shall at any time be made by the LESSEE, its successors and assigns, in the payment of any such rental, or any other such sums and charges payable by LESSEE under said Lease, or if LESSEE should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, the Guarantors shall and will forthwith pay such rent and other such sums and charges and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay all damages that may arise in consequence of any default by LESSEE, its successors and assigns, under said Lease, including without limitation, all reasonable attorney's

fees and disbursements incurred by the LESSOR or cause by and such default
and/or by the enforcement of this Guaranty

FLEMING COMPANIES, INC

By Donald N Egan
Vice President

(SEAL)

ATTEST

James Clark
Secretary

GILCHRIST SUMRALL THAXTON YODER & BOONE, PLLC

ATTORNEYS AT LAW

SUITE 400 TRUSTMARK NATIONAL BANK BUILDING

415 NORTH MAGNOLIA STREET

LAUREL, MISSISSIPPI 39440

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FACSIMILE (601) 426-9625

September 4, 2003

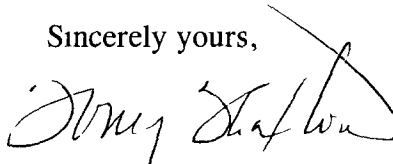
Claims Agent
Bankruptcy Management Corporation
P O Box 900
El Segundo, CA 90245-0900

Re In re Fleming Companies, Inc , United States Bankruptcy Court for District of
Delaware, Case No 03-10945

Dear Gentlemen

Enclosed please find original Proof of Claim on behalf of McB, LP, with supporting documents for filing in the referenced cause. An additional copy of the first page of the Proof of Claim is included which I would appreciate you stamping "filed" and return to me in the enclosed self addressed stamped envelope.

Sincerely yours,



Anthony L. Thaxton

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Enclosures

cc McB, LP (letter only)