
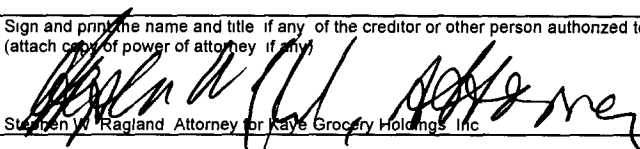


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor <b>FLEMING COMPANIES INC</b>		Case Number <b>03 10945 (MFW)</b> Chapter <b>11</b> Jointly Administered
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of 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) <b>KAYE GROCERY HOLDINGS INC</b>	<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 the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent <b>Stephen W Ragland Esq 100 Peabody Place #900 Memphis TN 38103</b>		
Telephone Number <b>(901) 543 5917</b>	This Space is for Court Use Only	
Account or other number by which creditor identifies debtor	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated	
<b>1 Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other – Facility Standby Agreement etc <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 SS # _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
<b>2 Date debt was incurred</b>	<b>3 If court judgment date obtained</b>	
<b>4 Total Amount of Claim at Time Case Filed \$489 000 00</b> If all or part of your claim is secured or entitled to priority also complete Item 5 or 7 below <input type="checkbox"/> 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. *		
<b>5 Secured Claim</b> <input checked="" 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 checked="" type="checkbox"/> Other setoff Value of Collateral Amount of arrearage and other charges at time case filed included in secured claim if any		<b>7 Unsecured Priority Claim</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$_____ Specific 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)(_____)
<b>6 Unsecured Nonpriority Claim</b> <input checked="" type="checkbox"/> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		This Space for Court Use Only  <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.5em; font-weight: bold;">SEP 12 2003</div> <div style="font-size: 1.5em; font-weight: bold;">BMC</div> <div style="font-size: 0.8em;">Fleming Companies Claim</div>  <div style="font-size: 0.7em;">10537</div>
<b>8 Credits</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>9 Supporting Documents</b> 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. <b>10 Date Stamped Copy</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <b>9/10/03</b>	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)  <b>Stephen W Ragland Attorney for Kaye Grocery Holdings, Inc.</b>	
Penalty for presenting fraudulent claim: Fine of up to \$500 000 or imprisoned for up to 5 years or both, 18 U.S.C. §§ 152 and 3571		
*SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF. ADDITIONAL INFORMATION AVAILABLE UPON REQUEST. CLAIMANT RESERVES THE RIGHT TO AMEND ITS CLAIM.		

**EXHIBIT**

FLEMING COMPANIES, INC  
CHAPTER 11 CASE NO 03-10945 (MFW)

KAYE GROCERY HOLDINGS, INC , CLAIMANT

Claimant files this Proof of Claim for amounts due with respect to Debtor(s') breach of the Facility Standby Agreement and related documents Claimant reserves the right to amend this Proof of Claim to set forth further information and any additional amounts to be claimed Additional information and documentation available upon request By filing this claim, Claimant does not waive any further claims it may have or positions that it has taken or may take with respect to the administration of Debtor(s') cases and the particular proceedings with respect to the Facility Standby Agreement and related documents Claimant asserts a secured claim to the extent of any setoff rights

# **Fleming**

## **FACILITY STANDBY AGREEMENT**

THIS FACILITY STANDBY AGREEMENT (the Agreement ) is made as of July 15 2002 by and between FLEMING COMPANIES, INC an Oklahoma corporation ( Fleming ) and KAYE RETAIL GROUP LLC, a Louisiana limited liability company Kaye Grocery Holdings, Inc , a Louisiana corporation and Kaye Food Companies LLC a Louisiana limited liability company (collectively the "Retailer") with reference to the following circumstances

(i) Fleming is a full-line wholesale supplier of food, grocery and related products through its product supply center at Memphis, Tennessee and other locations, and

(ii) Retailer is a retailer of food grocery, and related products and operates retail grocery stores at the locations listed on Exhibit ' A ' hereto and

(iii) Retailer has requested that Fleming be prepared to supply to Retailer a certain amount of food grocery and related products and to be able to do so Fleming will have to commit certain resources, including capital employees inventory equipment and facilities and

(iv) Retailer acknowledges that but for Retailer s covenants and agreements in this Agreement, Fleming would not have agreed to commit its resources for the benefit of Retailer and entered into this Agreement

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants stated below, the parties agree as follows

1 Fleming's Commitment to Supply Throughout the term of this Agreement Fleming will maintain capital, employees, inventory equipment and facilities sufficient to supply Products to Retailer in quantities sufficient to allow Retailer to purchase the Estimated Purchase Level described in Section 3 of this Agreement

2 Price and Other Terms of Sale Except as hereinafter provided the Products sold to Retailer pursuant to this Agreement shall be priced, and other terms of sale shall be established, at levels which are generally consistent with the current Memphis Division Sell Plan and Support Program dated June 8, 1998, Sales Service Plan pursuant to which Retailer is purchasing products for the Stores which is attached hereto as Exhibit B as amended from time to time by Fleming (the "Selling Plan"), provided such amendments shall be applicable to all similarly situated customers of Fleming purchasing inventory pursuant to such Selling Plan As to any Products which are not covered by the Selling Plan the price of such Products shall be Fleming's quoted selling price in effect for such Products from time to time

3 Purchase Amount

(a) Amount By entering into this Agreement, Fleming has committed to devote such capital, employees, inventory, equipment, and facilities as are required to supply Retailer with the quantity of Products necessary for Retailer to purchase the Estimated Purchase Level described in Section 3(b) for the term of this Agreement. Fleming is willing to so commit such resources because of the return it will realize from sale of Products in the quantities necessary for Retailer to purchase the Estimated Purchase Level during the term of this Agreement.

(b) Estimated Purchase Level Retailer has estimated that its purchases of Products for delivery to the Stores during each twelve (12) month period during the term of this Agreement will be not less than \$33,000,000 (the "Estimated Purchase Level"). Fleming will commit its resources, including capital, employees, inventory, equipment, and facilities, in order to be prepared to supply the Estimated Purchase Level of Products to Retailer.

(c) No Other Retailer Obligations Except as otherwise provided in Section 14 of this Agreement, Retailer shall have no obligation to purchase any specific quantity or type of Products from Fleming or achieve the Estimated Purchase Level.

4 Term Unless terminated sooner in accordance with this Agreement, the term of this Agreement will commence on the Effective Date hereof and will extend until the date which is five years following the date hereof (the "Term"). The Effective Date shall be January 1, 2002. Retailer or Fleming may terminate this Agreement at any time, without cause, upon sixty (60) days prior written notice to the other party.

5 Default

(a) Default by Retailer If Retailer fails to perform in any material respect any of its obligations under this Agreement, then Retailer shall be in default and Fleming shall have all rights and remedies available under law, including, without limitation, the right to immediately stop shipment of Products, the right to immediately terminate this Agreement by written notice, and the right of specific enforcement of the obligations of Retailer. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Retailer shall have five days from receipt of the notice of termination from Fleming within which to cure the monetary default. Fleming shall not be obligated to ship any Products to Retailer during such five days. Fleming's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Fleming. In no event whatsoever shall Retailer be liable to Fleming for, and Fleming waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), or statutorily prescribed damages.

(b) Default by Fleming If Fleming fails to perform in any material respect any of its obligations under this Agreement, then Fleming shall be in default and Retailer shall have the right to immediately terminate this Agreement by written notice and pursue all remedies available under this Agreement or law by reason of such default, including, without

limitation specific enforcement of the obligations of Fleming All such remedies shall be cumulative and the resort to one remedy shall not be deemed an election of remedies However in the event of a monetary default, Fleming shall have five days from receipt of the notice of termination from Retailer within which to cure the monetary default Retailer's remedy with respect to monetary damages shall be limited solely to direct damages if any suffered by Retailer In no event whatsoever shall Fleming be liable to Retailer for, and Retailer waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise) or statutorily prescribed damages

6 Disputes, Arbitration All disputes between Fleming and the Retailer, including any matter relating to this Agreement, shall be resolved by final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ('AAA') To the extent they are available, arbitrators shall be selected from the AAA Food Industry panel In any dispute involving a claim in excess of \$100,000, three arbitrators shall be employed Absent a showing of good cause, the hearing shall be conducted within ninety (90) days from the service of the statement of claim All proceedings shall be governed by the Federal Arbitration Act

Each party shall bear the expense of its own attorneys, experts and out-of-pocket costs as well as 50% of the expense of administration and arbitrator fees However, the Retailer may be relieved from all or part of such obligation as it relates to such administration and arbitrator fees upon a finding by the arbitrator(s) of economic hardship

The parties agree (i) TO WAIVE THE RIGHT TO RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES and (ii) that the arbitrators SHALL NOT HAVE THE POWER TO AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES unless, in the case of (i) or (ii) the arbitrator(s) or a court of competent jurisdiction determines that this limitation under the circumstances, violates public policy

Depositions other than those taken in lieu of live testimony shall not be taken except upon the arbitrator(s) finding of special need Parties shall be entitled to conduct document discovery in accordance with a procedure where responses to information requests shall be made within twenty (20) days from their receipt

Either party shall be entitled to pursue remedies for emergency judicial relief in any court of competent jurisdiction, e.g. in order for Fleming to preserve its collateral except that immediately following the preliminary adjudication of such request for emergency relief the parties hereby consent to a stay of the judicial proceedings pending a determination of the dispute on the merits by arbitration as herein provided

7 Change of Control If there has been a Change of Control upon thirty (30) days written notice to Retailer Fleming may terminate this Agreement

8 Rebate If Retailer's annual purchases of Products for delivery to the stores is at least \$27,000,000, Fleming shall pay to Retailer a rebate equal to 1.77% of all qualified purchases of Products from Fleming that are delivered to Retailer from Fleming's

product supply center in Southaven, Mississippi not including any fees or other charges (the "Rebate") during the Term. The Rebate shall be payable by credit against Retailer's account with Fleming on or before thirty (30) days following end of each Period and shall only be payable if Retailer is current in all of its obligations to Fleming. Fleming shall not be obligated to pay the Rebate if at any time the rebate would otherwise be due Retailer is in default of any of its obligations to Fleming (whether under this Agreement or under any other agreement with Fleming) or any event had occurred such that with the giving of notice or other passage of time or both, Retailer would be in default of any of its obligations to Fleming. Anything to the contrary contained herein notwithstanding, if Retailer's annual qualified purchases of Products for delivery to the Stores is less than \$27,000,000 the Rebate shall be reduced to 1%. For purposes of calculating the Rebate, qualified purchases shall mean all purchases of Products by Retailer from the Memphis product supply center but shall not include any equipment, direct store deliveries, cross-dock merchandise, bill-through purchases, cigarettes or health and beauty care products and general merchandise.

9 Amendment or Waiver. This Agreement may not be amended nor any of its terms waived unless such amendment or waiver is in writing and signed by the parties hereto.

10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

11 Counterparts. This Agreement may be executed in multiple counterparts all of which taken together will constitute one instrument and each of which will be considered an original for all purposes.

12 Time is of the Essence. Time is of the essence of this Agreement.

13 Notices. Whenever any notice is required to be given under this Agreement, then such notice shall be written and shall be given or sent, and the other party shall be deemed to have received it, if delivered personally or by national overnight courier, on the date such notice is delivered personally or by the national overnight courier, or if mailed, on the third business day after mailing, if sent by first-class certified mail, postage prepaid, return receipt requested, and addressed as follows:

(a) Notices to Fleming

Fleming Companies Inc  
2929 Stateline Road  
Southaven, Mississippi 38671  
Attn: Division President

With copies to

Fleming Companies Inc  
1945 Lakepointe Drive  
Lewisville, Texas 75057-6424  
Attn: Associate General Counsel

(b) Notices to Retailer

Kaye Retail Group, LLC  
P O Box 1870  
Columbia, Louisiana 71418  
Attn Mr Matt Kaye and Mr Joel Kaye

or to such other address as may be designated on ten (10) days prior notice in writing by such party. All such notices and communications shall be in writing and signed by the party giving such notice.

14 Purchase of Store Supplies and Control Label Products Upon the termination of this Agreement, Retailer will purchase from Fleming (i) all store supplies that Fleming has purchased or obtained as supplies for Retailer and (ii) private label or label designated products, each group of which, because of any special design, label, logo, quantity or other feature cannot be sold promptly by Fleming to other retailers being served by the product supply center servicing Retailer under this Agreement at the same price being paid for such supplies and control label products by Retailer. Retailer will pay to Fleming the then current price for such supplies and control label products being charged by Fleming to Retailer. Such amount will be paid and such supplies and products will be delivered by Fleming to Retailer within ten (10) days after termination of this Agreement.

15 Miscellaneous

(a) Authorization Retailer or Fleming will execute and deliver any and all documents that may reasonably be requested by the other in order to properly document this Agreement, including, but not limited to, certified resolutions of the managers of Retailer authorizing the undersigned to enter into this Agreement.

(b) Binding Effect This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Except as expressly provided herein, neither this Agreement nor the rights and obligations of Retailer hereunder shall be assignable by Retailer, and any purported assignment in contravention hereof shall be void without the consent of Fleming. However, if Fleming should consent to an assignment or if without Fleming's consent the rights and obligations of Retailer are transferred by operation of law or otherwise, Retailer shall require that such rights and obligations be assumed by the transferee.

(c) Exhibits Any Exhibit attached to this Agreement is made a part hereof and is fully incorporated herein by reference.

(d) Entire Agreement Except for that certain Facility Standby Agreement dated January 4, 2001 between Fleming and Retailer that pertains to Retailer's stores in Winnsboro and Columbia (Highway 165 South), Louisiana (the "2001 Agreement"), this Agreement is the final expression of the agreement of the parties regarding the purchase of Products by Retailer from Fleming and supersedes any prior or contemporaneous agreement between the parties pertaining to the matters covered by this Agreement. The 2001 Agreement remains in effect for the stores covered thereby and Retailer's performance of that agreement is a

requirement to discharge a loan made to Retailer on January 4, 2001 for the purpose of acquiring such stores. There are no representations, promises, warranties, understandings, or agreements, express or implied, oral or otherwise, except those expressly referred to or set forth in this Agreement. Retailer acknowledges that the execution and delivery of this Agreement is its free and voluntary act and deed and that Retailer's execution and delivery have not been induced by or done in reliance upon any representations, promises, warranties, understandings, or agreements made by Fleming or its agents, officers, employees, or representatives that are not expressly stated in this Agreement. No promise, representation, warranty, or agreement made subsequent to the execution and delivery of this Agreement by either party and no revocation, partial or otherwise, or change, amendment, addition, alteration, waiver, or modification of this Agreement or any of the terms hereof will be enforceable unless it is in writing and signed by Fleming and Retailer.

(e) Headings Headings or captions of the sections in this Agreement are for convenience of reference only and in no way define or limit or describe the intent of this Agreement or any provision hereof.

(f) Inconsistency with Selling Plan If any of the provisions of this Agreement are inconsistent with the provisions of the Selling Plan, the provisions of this Agreement will govern.

(g) No Effect The length of the term of this Agreement may not correspond with the terms of other agreements between Fleming and Retailer, and nothing shall be implied therefrom. Furthermore, this Agreement shall have no relevance or effect in determining whether or not a loan, mortgage, sublease, license, franchise, or other agreement, if any, between Fleming and Retailer will be extended or renewed.

(h) Limitation of Actions In accordance with the provisions of Article 2 of the Uniform Commercial Code, an action for breach of this Agreement must be commenced within two years after the cause of action has occurred by sending the other party a statement of claim and demand for arbitration under the provisions of this Agreement.

(i) Cross Default Any material breach of this Agreement by Retailer will be deemed to be a breach of any and all other agreements by and between Retailer and Fleming and its affiliates, whether now in existence or hereafter entered into, including, without limitation, any and all lease agreements, franchises, licenses, sublease agreements, promissory notes, loan agreements, security agreements, deeds of trust, leasehold deeds of trust and pledge agreements. A breach of any of the agreements referenced in the preceding sentence shall constitute a breach of this Agreement, in which event Fleming may pursue all remedies legally available to it under this Agreement and those other agreements, including, without limitation, termination, acceleration of Retailer's obligations under those agreements, seeking monetary damages and seeking equitable relief.

(j) Force Majeure Fleming shall not be deemed in default of this Agreement if Fleming's non-performance is the result of a condition beyond Fleming's control, including, but not limited to, labor strikes, government rationing or other regulations, flood, fuel shortages, earthquake, acts of God, drought, and other weather conditions.



(k) State and Local Taxes Retailer represents and warrants that all Products purchased from Fleming that are tangible personal property shall be purchased for resale in the ordinary course of Retailer's business, and that Retailer shall comply with pertinent state and local laws regarding the collection and payment of sales, use and other taxes applicable to all such resale transactions and furnish evidence thereof to Fleming. If any such tangible personal property is put to a taxable use by Retailer or is purchased by Retailer other than for resale, Retailer shall make timely return and payment to the proper taxing authority of all sales use and like taxes applicable thereto and shall indemnify Fleming against such taxes and all penalties and interest related thereto.

(l) Severable If any provision of this Agreement is determined by a court of competent jurisdiction or arbitrators appointed pursuant to this Agreement to be void or unenforceable then the remaining provisions of this Agreement shall be given effect as if such void or unenforceable provision was not a part of this Agreement.

16 Definitions Capitalized terms used in this Agreement shall have the following meanings:

Change of Control means the acquisition by any Person of the sufficient Equity Interest in Retailer such that the Person has the power to Control Retailer.

'Control' means possession directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of equity by contract or otherwise.

'Effective Date' shall have the meaning set forth in Section 4 of this Agreement.

'Estimated Purchase Level' shall have the meaning described in Section 3(b) of this Agreement.

'Fleming' shall have the meaning stated in the first paragraph of this Agreement.

'Term' shall have the meaning stated in Section 4 of this Agreement.

'Period' means any of the thirteen (13) four-week periods into which Fleming divides each calendar year for Fleming's internal accounting purposes.

'Person' means any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity (or any department agency or political subdivision thereof).

'Products' means food, grocery, meat, perishables, and other related products, supplies and merchandise described in the Selling Plan that Fleming offers for sale to its other retail customers.

Retailer means the person identified in the first paragraph of this Agreement and any successors thereof

Selling Plan shall have the meaning described in Section 2 of this Agreement

Stores means the retail grocery stores operated by Retailer at the locations described in the recitals to this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

FLEMING COMPANIES INC an Oklahoma corporation

By [Signature]  
Name [Signature]  
Title [Signature]

FLEMING

KAYE RETAIL GROUP, LLC, a Louisiana limited liability company

By [Signature]  
Name Matthew Kaye  
Title Manager

KAYE GROCERY HOLDINGS INC

By [Signature]  
Name Matthew Kaye  
Title President

KAYE FOOD COMPANIES, LLC

By [Signature]  
Name Matthew Kaye  
Title Manager

'RETAILER

## **EXHIBIT A**

### **STORES**

#### **Kaye Grocery Holdings, Inc**

Kaye's Food Market 1  
7105 US Hwy 165 S  
Columbia, Louisiana 71418

Kaye's Food Market 2  
1952 South Julia  
Rayville, Louisiana 71269

Kaye's Food Market 3  
325 E Main Street  
Jonesboro, Louisiana 71251

Kaye's Food Market 4  
511 E E Wallaco Blvd  
Ferriday, Louisiana 71334

Kaye's Food Market 5  
817 W Court Street  
Winnfield, Louisiana 71433

#### **Kaye Food Companies, LLC**

Kaye's Food Market 6  
150 Norfolk Drive  
Senatobia, Mississippi 38668

Kaye's Food Market 9  
16240 Highway 64  
Somerville, Tennessee 38068

#### **Kaye Retail Group, LLC**

Kaye's Food Market 7  
7713 US Hwy 165 S  
Columbia, Louisiana 71418

Kaye's Food Market 8  
9 Fair Avenue  
Winnsboro, Louisiana 71295

**EXHIBIT B**  
**SELLING PLAN**

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STEPHEN W RAGLAND  
TEL (901) 543 5917  
FAX (877) 382 3940  
sragland@bassberry.com

**BASS, BERRY & SIMS PLC**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
ATTORNEYS AT LAW

THE TOWER AT PEABODY PLACE  
100 PEABODY PLACE, SUITE 900  
MEMPHIS TN 38103 3672  
(901) 543 5900

www.bassberry.com

OTHER OFFICES

NASHVILLE DOWNTOWN  
NASHVILLE MUSIC ROW  
KNOXVILLE

September 11, 2003

**VIA FEDEX**

Bankruptcy Management Corporation  
1330 East Franklin Avenue  
El Segundo, CA 90245

RE Fleming Companies, Inc  
Chapter 11 Case No 03-10945 (MFW)

Dear Bankruptcy Management Corporation

I enclose the original and two copies of Kaye Grocery Holding, Inc 's Proof of Claim for filing Please file the original and return the "filed" copies to me in the business reply envelope provided If you have any questions or comments, please let me know

Thank you for your courtesies in this matter

Sincerely,

  
Stephen W Ragland

SWR ljw  
Enclosure

cc John A Stemmler, Esq (w/o encl )  
Mr Matt Kaye  
Richard W Riley, Esq