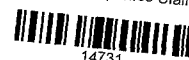


United States Bankruptcy Court For The District Of Delaware		PROOF OF CLAIM
Name of Debtor Fleming Companies, Inc	Case Number 03-10945 (MFW)	THIS SPACE IS FOR COURT USE ONLY
NOTE This form should be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed		
Name of Creditor (The person or other entity to whom the debtor owes money or property) Park Place MHP, Ltd c/o Cozen O'Connor Chase Manhattan Centre, Suite 1400 1201 North Market Street Wilmington DE 19801 Attn: Sean J. Bellew, Esq.	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.	
Telephone Number (302) 295 2000	Account or other number by which creditor identifies debtor	
Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim		
See Attached		
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 See Attachment		
<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)		
2 Date debt was incurred See Attachment		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$444,780.00 (See Attachment) It 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, if any: \$ _____	6 Unsecured Priority Claim Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ _____ Specify the priority of the claim: Wages, salaries, or commissions (up to \$4,300) * 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 \$1,950* of deposits toward purchase, lease, or rental of property or services of 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.		THIS SPACE IS FOR COURT USE ONLY
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 the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date October 23, 2003	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). Sean J. Bellew, counsel for Park Place MHP, Ltd.	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 875		

Fleming Companies Claim



14731

LEASE

THIS IS A LEASE ("Lease") dated DECEMBER 11, 1997, by and between BENNETT V. YORK, an individual ("Landlord"), and JIMMY-JUNGLE STORES OF AMERICA, INC., a Mississippi corporation ("Tenant").

WITNESSETH.

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged by the parties hereto, Landlord does hereby lease and demise to Tenant, and Tenant does hereby take and lease from Landlord, a storehouse, which shall be approximately two hundred sixty four (264) feet in width by one hundred twenty eight (128) feet in depth, together with a vestibule entry, receiving area and cooler/freezer pads, all of which for the purposes of this Lease shall be construed to be no more than fifty five thousand (55,000) square feet ("Premises"), to be constructed by Landlord on a portion of the tract of land situated at the intersection of Summer Avenue and Bernier Road in the City of Memphis, County of Shelby and State of Tennessee, being more particularly described in EXHIBIT A attached hereto and made a part hereof, together with all rights, privileges, easements and appurtenances thereto, upon and subject to each of the following terms and provisions:

1 Landlord shall, at Landlord's expense, have a topographical survey of the land, including boundary line measurements, conforming to the legal description set forth in EXHIBIT A prepared by a licensed surveyor within thirty (30) days of receipt of a fully executed copy of this Lease and will promptly supply three (3) copies of such survey to Tenant at no charge to Tenant. If the dimensions shown by such survey vary materially, in Tenant's sole judgment, with reasonable discretion, from those shown on the site plan attached hereto as EXHIBIT B and made a part hereof, or from the description set forth in EXHIBIT A, Tenant may within ten (10) days of receipt of such survey, terminate this Lease by notice to Landlord, whereupon neither of the parties hereto shall have any further obligation hereunder.

2 Landlord shall, at Landlord's expense, prepare the land described in EXHIBIT A and construct thereon a complete shopping center as shown on EXHIBIT B ("Shopping Center") including the Premises which are outlined in red thereon. Said site plan designates the size and location of all buildings and structures in the Shopping Center, sidewalks and walkways, entrances and exits, driveways and accessways, the parking layout (which shall be sufficient for at least five (5) cars per one thousand (1,000) square feet of gross leasable building area), carpool pick up lanes, and delivery service areas. All that portion of the land not covered by buildings is to be common area for the joint use of all tenants, customers, invitees, and employees ("Common Area"). Landlord covenants and agrees that no part of the Common Area shall be occupied or obstructed by any additional buildings, structures or otherwise nor may the parking layout including, but not limited to, entrances, exits, parking spaces, aisles, driveways, and walkways, be altered or removed without the prior written consent of Tenant. Landlord further covenants and agrees that Landlord shall not permit all or any part of the Common Area to be used for parking or any other purpose by any occupant or occupants or customers or invitees of any such occupant or occupants of adjacent or contiguous property (which includes property which would be adjacent or contiguous to the Common Area but for any intervening road, street, highway or waterway), and promptly upon request of Tenant, Landlord shall erect (and maintain as part of the Common Area) a fence or fences or any other barriers meeting Tenant's requirements to separate the Common Area from any such adjacent or contiguous property. Landlord shall, at Landlord's expense, maintain the Common Area in good repair which shall include but not be limited to, keeping the surface of the parking lot smooth and free of potholes, to keep such area clean, to remove snow and ice therefrom, to keep such area adequately lighted during hours of darkness when stores are open for business, to keep the parking area properly striped to assist in the orderly parking of cars and to maintain Public Liability and Property Damage insurance with limits of not less than \$500,000/\$1,000,000/\$100,000 against claims arising from or out of the injury or death of one person or more than one person while on the Common Area and against claims for damage to property, respectively. Landlord agrees that said policy shall name Tenant as an additional insured and Landlord shall furnish Tenant with a duplicate copy of said policy on a current basis.

3 Landlord covenants and agrees that the Premises, and the entire Shopping Center shall be well built, properly constructed, structurally safe and sound, suitable and fit, and that during the term of this Lease or any renewals hereof, Landlord shall, at Landlord's expense, so maintain them. The Premises shall be constructed according to plans and specifications to be prepared by Landlord's architect. Tenant shall have the right to approve such plans and specifications, but approval thereof shall not imply its approval of the structural or engineering design or the quality or fitness of any material or device used. Said plans and specifications must be approved by Tenant prior to commencement of construction of the Premises by Landlord. Tenant shall furnish Landlord guide plans and general specifications setting forth Tenant's requirements for the Premises. It shall be the responsibility of Landlord to insure that the Premises, when completed, satisfies the requirements set forth in said guide plan and general specifications furnished by Tenant, and is complete and ready for installation of all Tenant's fixtures and equipment. Prior to the commencement of the construction of the Shopping Center, Landlord shall furnish to Tenant, for Tenant's approval, the final plans and specifications for the construction of the paving, grading, drainage, and utility installation, together with the final site plan showing the sidewalks, walkways, parking layout, parking lot lighting, driveways, service areas, and the size and location of all entrances and exits. It is understood and agreed between the parties that Tenant's execution of this Lease and the site plan attached hereto as EXHIBIT B does not constitute Tenant's approval of the final site plan.

4 Prior to completion of improvements to be made by Landlord, Tenant shall have the right and privilege to receive, store and install its trade fixtures in or on the Premises, provided, however, that such receiving, storing, and installing shall be in a manner that will not interfere with Landlord's work. It is expressly agreed that such action by Tenant shall not constitute acceptance of the Premises as being required herein.

5 This Lease shall terminate on the date of completion of the improvements to the Premises, or, if the improvements are not completed by the date of completion of the improvements, then on the date of completion of the improvements, or, if the improvements are not completed by the date of completion of the improvements, then on the date of completion of the improvements, or, if the improvements are not completed by the date of completion of the improvements, then on the date of completion of the improvements. The term "ready for occupancy" shall mean that the Premises are fully completed in accordance with the plans and specifications as hereinabove set forth, that all tools, scaffolding, surplus

building materials, waste, debris and rubbish of every sort in or about the Premises resulting from Landlord's construction have been removed, that all required certificates of inspection or similar approvals have been delivered to Tenant, and that Tenant is in exclusive possession of the Premises. Within thirty (30) days after the commencement of the primary term of this Lease, Landlord and Tenant shall execute a supplemental agreement setting forth the actual commencement date hereof. Notwithstanding anything contained herein to the contrary, if the term of this Lease has not commenced within twelve (12) months of the date hereof, Tenant may terminate this Lease by notice to Landlord.

5. ~~Tenant shall be entitled to four (4) successive renewals hereof, each for a term of five (5) years, upon the same terms and conditions as herein set forth, except as to rent, term and number of renewals and, unless Tenant shall notify Landlord not less than one hundred eighty (180) days prior to the expiration of the primary term, or of any renewal thereof, of its intention not to exercise its right to renew this Lease, Tenant shall be deemed to have exercised its option to renew this Lease for the next ensuing term and shall not be required to give Landlord any further notice of its intention to avail itself of such renewal term. In the event Tenant should give notice of its intention not to exercise its right to renew this Lease, all succeeding renewals shall thereupon terminate. Should Tenant remain in possession of the Premises after termination of this Lease or of any renewal term of which Tenant shall have availed itself or after any earlier termination provided or permitted herein, it shall be a tenant from month-to-month at the same rental and on the same conditions, except as to term, as herein provided.~~

7. Tenant shall pay to Landlord, as rent, for the Premises the sum of Thirty Five Thousand ~~(\$35,000) Dollars (\$35,000.00) per month payable in advance. Rental hereunder shall commence on the first day of the term hereof; provided, however, that the Tenant may withhold opening of the Premises for business without incurring any rental obligation, notwithstanding more than ninety (90) days from the date the Premises are ready for occupancy as hereinafter provided~~ shall have elapsed, until such other tenants as may be necessary to cause at least seventy five percent (75%) of the gross leasable area of the Shopping Center to be completed and occupied are open, or ready to open, for business. Landlord shall give Tenant notice specifying the date on which the Premises will be ready for occupancy as hereinafter provided at least seven (7) days in advance thereof. If at any time rent should become due for a part of a month, such rent shall be prorated and paid on or before the tenth (10th) day of the following month.

8. Landlord shall, at Landlord's expense, supply any equipment, appliance or material and shall cause any work to be done in and about the Premises which may be required or ordered by any lawful authority unless such requirement is brought about specifically by Tenant's particular type of business operation, in which case Tenant shall, at Tenant's expense, supply and install the same. Landlord shall, at Landlord's expense, maintain the structural and non-structural portions of the Premises (including, but not limited to, repair and/or replacement of, roof, exterior walls, utility service lines, pipes and/or lift stations, elevators, escalators, exterior walls (including, but not limited to, gutters, downspouts, the exterior and structural portions of the Premises, and exterior walls), and shall, at Tenant's expense, maintain the interior of the Premises (including, but not limited to, repair and/or replacement of, floor coverings, interior and exterior doors and door mechanisms, plumbing, HVAC, electrical and sprinkler systems and shall redecorate the interior of the Premises from time to time as necessary. Tenant's obligation of repair and maintenance shall not extend to repair or maintenance due to structural defects, or to defective materials or work of Landlord. Tenant assumes liability for plate glass breakage during the term of this Lease unless caused by Landlord, its agent or employees, or structural defect. Any damage to Tenant's property or otherwise occurring by reason of Landlord's failure to maintain and repair the Premises as set forth in this paragraph shall be borne by the Landlord. Tenant shall pay all connection fees and charges for utilities and services used by it in the Premises.

9. Landlord has both the right and the responsibility to enter the Premises periodically, at any reasonable time, to inspect the condition of the Premises and make repairs. All repairs, restorations, alterations and/or additions, which are obligations of the Landlord, shall be completed with due diligence and shall be performed so as to cause the least possible interference with Tenant's operation.

10. Landlord shall hold Tenant harmless from any and all claims which may arise from, on, in or about the Premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the Premises, equipment, fixtures, or appliances required by the terms hereof to be maintained in good repair by Landlord, and Tenant shall hold Landlord harmless from any and all claims which may arise from, on, in or about the Premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the Premises, equipment, fixtures, or appliances required by the terms hereof to be maintained in good repair by Tenant.

11. Tenant shall have the right, at Tenant's expense, and in conformity with all applicable laws and ordinances, to erect, and thereafter to replace if Tenant shall so elect, signs on the front of the Premises and on the marquee, if any, advertising its business in the Premises. If Landlord shall at any time erect a pylon sign advertising the occupants of the Shopping Center, Tenant shall have the right to be prominently featured thereon.

12. Any remodeling, alterations, and additions to the interior of the Premises which Tenant may deem necessary during the term or of any renewals hereof shall be made at Tenant's expense, and Landlord hereby consents thereto. Major structural changes to the Premises shall be made only with Landlord's written consent, which consent shall not be unreasonably withheld or delayed. Tenant shall be under no obligation to restore or remove any such changes at the expiration hereof.

13. ~~Tenant is hereby granted the right, at the end of the fifth (5th), tenth (10th), and fifteenth (15th) lease years of the term of this Lease, to enlarge the Premises into that area immediately adjacent to the Premises, which is outlined in green on EXHIBIT A. Tenant shall exercise such right by giving Landlord notice thereof on or before the beginning of such lease year. The financing and other terms and conditions of such enlargement and the rent therefor shall be as negotiated between Landlord and Tenant. Such enlargement shall be of the same architectural style and building quality as the original building and shall be constructed to plans and specifications approved by Landlord and Tenant. In order to facilitate the expansion of the Premises as contemplated herein, Landlord agrees that the buildings within the expansion area shall be of like structural quality and in architectural harmony with the Premises and shall have a finished floor level, roof and ceiling heights which shall be at the same elevation as the finished floor level, roof and ceiling heights of the Premises. Further, Landlord agrees that the wall of the Premises adjoining the expansion area shall be constructed with steel column supports therein~~ ~~equivalently spaced to the nearest row of steel column supports within the Premises and such steel~~

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~~which shall be of sufficient load bearing capacity to carry the roof support system~~
~~which shall be of sufficient load bearing capacity to carry the roof support system~~

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18C

14 All fixtures and equipment, of whatever nature, placed or installed in or upon the Premises by Tenant shall remain its property, and it shall have the right to remove the same at any time; provided however, Tenant shall repair any damage to the Premises caused by such removal, normal wear and tear excepted.

15 If any part of the Shopping Center, including the Common Area, shall be damaged or destroyed by fire, casualty or other causes, Landlord shall commence promptly, and with due diligence continue, to restore same to the same condition as existed immediately preceding such damage or destruction. If the Premises shall be damaged or destroyed by fire, casualty or other causes, Landlord shall commence promptly, and with due diligence continue, to restore same to the same condition as existed immediately preceding such damage or destruction, and until restored there shall be an abatement or a reduction of the rent in proportion to the area of the Premises rendered unusable by such damage or destruction provided, however, if at any time during the last two (2) years of the primary term, or any renewal term, the Premises shall become damaged or destroyed by fire, casualty or other causes to as to render them wholly untenable, then either party shall have the right, exercisable by notice to the other within sixty (60) days from the event of such damage or destruction, to terminate this Lease. Any rental paid in advance and at the time unearned shall be refunded. Provided, however, if at the time of such damage or destruction there remains any unexercised option to renew the term of this Lease, and Landlord shall have elected to terminate this Lease as aforesaid, Tenant shall have the right to nullify such election by giving Landlord notice of its election to renew the term hereof, which notice must be given no later than thirty (30) days after Landlord's notice to terminate, and Landlord shall thereupon commence promptly, and with due diligence continue, to restore the Premises to the same condition as existed immediately preceding such damage or destruction, and until restored, there shall be an abatement of rent.

16 Except as otherwise provided herein, Landlord shall not be liable for any damage to the fixtures or merchandise of Tenant caused by fire or other hazards normally covered by fire and extended coverage insurance, regardless of the cause thereof, and Tenant does hereby expressly release Landlord of and from all liability for such damages. Tenant shall not be liable for any damage to the Premises, or any part thereof, caused by fire or other insurable hazards, regardless of the cause thereof, and Landlord does hereby expressly release Tenant of and from all liability for such damage. ~~Landlord shall not be liable for any damage to the fixtures or merchandise of Tenant caused by fire or other hazards normally covered by fire and extended coverage insurance, regardless of the cause thereof, and Tenant does hereby expressly release Landlord of and from all liability for such damages. Tenant shall not be liable for any damage to the Premises, or any part thereof, caused by fire or other insurable hazards, regardless of the cause thereof, and Landlord does hereby expressly release Tenant of and from all liability for such damage.~~ Landlord agrees that said policy shall include a clause waiving rights of subrogation against Tenant.

17. If any street, adjoining right of way, or all or any part of the Common Area is obstructed or blocked for repairs, reconstruction or otherwise, to the extent the operation of Tenant's business is adversely affected a proportionate reduction of rent shall be made. If customer access to the Premises is blocked, rent shall abate.

18. In the event the Premises or any part thereof, are taken in condemnation proceedings Tenant may terminate the Lease by giving Landlord notice. In the event any part of the buildings of the Shopping Center, or Common Area, or rights-of-way adjoining, or approaches to the Shopping Center are taken in condemnation proceedings so that in the judgment of the Tenant the Premises remaining would be unsatisfactory for Tenant's business operation, Tenant may terminate this Lease by giving Landlord notice, or at its option, retain the Premises, in which event Landlord shall restore the entire remaining Shopping Center to proper tenable condition forthwith. Until the Shopping Center is restored to proper tenable condition rent shall abate. Thereafter rent shall be reduced in proportion to the amount of land and/or building area lost, or if Tenant shall elect, in proportion to the effect of such loss on Tenant's business. For the purpose of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation or in lieu of condemnation proceedings. Nothing herein contained shall constitute a waiver of Tenant's right to compensation for damages. Tenant agrees to exercise its judgment reasonably.

19 Landlord represents and warrants that Landlord has or will acquire lawful title to the land described in EXHIBIT A and the right to enter into this Lease for the term aforesaid, will provide Tenant with evidence thereof prior to the time at which Tenant takes possession of the Premises will put the Tenant into complete and exclusive possession of the Premises including joint use of the Common Area, free from all orders, restrictions and notices of any public or quasi-public authority; and that if Tenant shall pay the rental and perform all the covenants and provisions of this Lease to be performed by the Tenant, Tenant shall, during the term demised, freely, peaceably and quietly occupy and enjoy the full possession of the Premises hereby leased including the joint use of the Common Area and the tenements, hereditaments and appurtenances thereto belonging and the rights and privileges herein granted without molestation or hindrance from persons claiming by or through Landlord. Landlord and Tenant have executed a Memorandum of Lease ("Memorandum") simultaneously with the execution hereof. Landlord covenants and agrees that if it is the fee owner of the land described in EXHIBIT A on the date hereof, it shall record the Memorandum not later than five (5) days after said date and that, if Landlord is not the fee owner on said date, it shall record the Memorandum on the date on which Landlord shall purchase said land. Landlord further covenants and agrees that, within fifteen (15) days after the date of recording of the Memorandum, Landlord shall furnish Tenant with an attorney's certificate of title showing the Memorandum of record and the title to be as warranted and represented herein. If the state of title as indicated by such certificate or commitment, as the case may be, shall be other than as warranted and represented, Tenant may, in addition to any other rights it may have hereunder, terminate this Lease by giving Landlord notice. Landlord and Tenant agree that only the Memorandum shall be recorded.

20. Landlord covenants that upon the commencement of the term of this Lease, the Premises and the entire Shopping Center shall be free and clear of any and all encumbrances excepting the lien of a first mortgage or deed of trust securing the financing of the cost of the Shopping Center, real estate taxes and assessments for the current year and thereafter which will be paid by Landlord as they become due and payable; leases of other tenants in the Shopping Center (which leases do not violate any exclusive rights granted to Tenant under this Lease) and utility easements not adversely affecting the utilization of the Premises of the Shopping Center. Tenant agrees that this Lease may be made subject and subordinate to the lien of any first mortgage or deed of trust that may be placed on the Shopping Center by Landlord provided, however, as a condition to such subordination, Landlord shall obtain from any such mortgage or trustee a subordination, non-disturbance and attornment agreement in a form acceptable to Tenant, providing

in substance that, so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of the Lease, its tenancy shall be and remain undisturbed, that this Lease shall not be affected by any default under any such mortgage or deed of trust, and that in the event of foreclosure or any enforcement of any such mortgage or deed of trust, the rights of Tenant hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect. Tenant agrees that it will give notice to any holder of a first mortgage or deed of trust encumbering the Premises (provided Tenant has first been notified in writing of the name and address of such holder) of any defaults of the Landlord which would entitle Tenant to terminate this Lease or abate the rent payable hereunder, specifying the nature of the default by the Landlord, and thereupon the holder of the mortgage or deed of trust shall have the right, but not the obligation, to cure such default, and Tenant will not terminate this Lease or abate the rental payable hereunder by reason of such default unless and until it has afforded such holder thirty (30) days after such notice in which to cure such default and a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said thirty (30) day period.

21 Tenant agrees to pay all ad valorem taxes on Tenant's stock, trade fixtures and equipment located in the Premises. Tenant further agrees, subject to the terms and conditions herein contained, to pay to Landlord during the term hereof, Tenant's pro rata share of real estate ad valorem taxes assessed against the Shopping Center, computed by multiplying the total amount of such taxes by a fraction, the denominator of which shall be the aggregate square footage of gross leasable area in the Shopping Center and numerator of which shall be the total number of square feet in the Premises. Landlord shall, within ninety (90) days following payment of such taxes for each tax year, furnish Tenant copies of the paid tax bills for such tax year and copies of the assessments on which such tax bills are based and all facts, data and information needed to calculate Tenant's share of such taxes as provided in this paragraph, and payment from Tenant shall be due within thirty (30) days thereafter. Should Landlord fail to present such paid tax bills and other information within such ninety (90) day period, Tenant shall be relieved of the obligation to pay Landlord its share of such taxes included in such payment. Tenant shall have the right in the name of Landlord, but at Tenant's expense, to take whatever action (including litigation) Tenant deems necessary to contest the validity or amount of the assessed valuation of the Premises or of the Shopping Center or of the ad valorem tax for any tax year, and Tenant, at Tenant's expense, may undertake by appropriate proceedings in the name of Landlord, or Tenant, to contest or effect a review of the validity or amount of the assessed valuation of the ad valorem tax for any tax year; provided, however, that Tenant provides adequate security to prevent the foreclosure of any tax lien during the course of or upon the conclusion of any such contest or review. If there is any reduction or refund of all or any part of Tenant's tax payment for any tax year for which Tenant's tax payment has been paid, Tenant shall be entitled, without demand, to an appropriate refund for such taxes.

22. Tenant shall pay to Landlord during the term of lease all amounts due by Tenant for its share of Landlord's general maintenance expenses, including painting, sanding and sealing the Common Area in accordance with Paragraph 2. Up to twenty thousand dollars (\$20,000.00) per lease year for the first five years of the term of the lease shall be included in the amount provided; however, Tenant shall not be obligated to pay to Landlord any share of any such expense arising from repair and/or maintenance due to structural defects or failure, defective materials or work of Landlord, or to negligence of Landlord, its employees or agents. Landlord's obligation to pay therefor shall end if the share shall cease in the event Landlord fails to provide such services. Landlord shall withhold fifty (50) days following the end of each lease year until Tenant makes of paid invoices for such Common Area maintenance expenses for the preceding lease year and all factors and information needed to calculate Tenant's share of such expenses as provided in this paragraph and payment from Tenant shall be made within thirty (30) days thereafter. Should Landlord fail to present such paid invoices within such ninety (90) day period, Tenant shall be relieved of the obligation to pay Landlord its share of such expenses for such period. Tenant's pro rata share of such expenses shall be determined in the same manner as its share of all other

23. Tenant shall pay to Landlord during the term hereof, Tenant's pro rata share of the annual premium paid by Landlord for fire and extended coverage insurance in accordance with Paragraph 18 hereof. Landlord shall furnish Tenant with a duplicate copy of said policy. Landlord will endeavor to obtain separate coverage for the Premises (in which event Tenant shall pay the full amount of such insurance), provided such separate coverage does not result in a greater premium cost than would be the case if all buildings in the Shopping Center were included in a single coverage. Landlord shall furnish Tenant, within ninety (90) days of payment of such annual insurance premiums, copies of the premium notices and all facts, data and information needed to calculate Tenant's share of such insurance premiums as provided in this paragraph, and payment from Tenant shall be due within thirty (30) days thereafter. Should Landlord fail to provide such premium notices and other information within such ninety (90) day period, Tenant shall be relieved of the obligation to pay Landlord its share of such insurance premiums for such period. Upon any termination of this lease, Landlord shall pay to Tenant the amount of any unearned premium for which Tenant has reimbursed Landlord pursuant to the provisions hereof. Tenant's pro rata share of such insurance shall be determined in the same manner as its share for ad valorem taxes.

and pay to the Landlord, as follows: (a) additional payment at the end of each month; (b) within sixty (60) days following expiration of this Lease, Tenant shall deliver to the Landlord a statement showing the gross sales or receipts made in or from the Premises during the preceding lease year. Tenant shall pay to Landlord, at the time such statement is delivered, an amount, if any, by which the following percentages of gross sales or receipts made in or from the premises during the preceding lease year exceed the sum of all taxes and other charges paid by Tenant under Paragraphs 21, 22 and 23 hereof for such period: (c) If the percentage exceeds one percent (1%) of the gross sales or receipts, the amount payable shall be equal to the excess over one percent (1%) of the gross sales or receipts made in or from the Premises after deducting therefrom rebates, refunds, allowances to customers; sales taxes imposed by any governmental authority; cash discounts; cost of trading stamps; receipt from sales of money orders, U.S. Postage stamps or postal or similar services; income from check cashing; collection of utility bills or banking activities; or sales of lottery tickets, hunting or fishing licenses, insurance or from video or vending machines or similar receipts, income or sales of any excise tax. The term "lease year" shall mean a period of twelve (12) successive months. If this Lease commences other than on the first day of the month, then the gross sales of the fractional part of the first month shall be included with the gross sales made in the next twelve (12) month period. In the event the Premises are ever occupied under a month-to-month tenancy, the percentage payment hereunder shall either be calculated on an annual basis if the Premises are occupied for a full year or, if not occupied for a full year, shall be

or permit its termination so long as the covenants on the part of Tenant to be performed shall be performed by Tenant or any person claiming by or through Tenant

29. The failure of Landlord to fully and promptly perform any act required of Landlord in the performance of this Lease, including but not limited to repairs and/or maintenance of the Premises or of the Shopping Center including the Common Area, or to otherwise comply with any other term or provision hereof and such default continues for a period of thirty (30) days after notice (unless such default is of a nature that cannot be cured within thirty (30) days and Landlord has within said period of time commenced to cure the same and thereafter, with due diligence, effects the curing of same) shall constitute a default by Landlord. In the event of any such default by Landlord, Tenant may (i) make such repairs, perform such maintenance and/or such other obligations all on behalf, and at the expense of Landlord and Landlord shall reimburse Tenant promptly upon demand any and all amounts so paid by Tenant failing which Tenant may, without liability or forfeiture of its term or terms herein, deduct such amounts from the rent thereafter payable, (ii) abate the rent for such time as such default shall continue after the expiration of said thirty (30) day period (iii) terminate this Lease by giving Landlord written notice thereof and/or (iv) sue for injunctive relief, specific performance, and/or damages as the case may be. Tenant's remedies as hereinabove provided shall not be deemed to be all-inclusive of Tenant's remedies as Tenant, in addition, shall have all remedies available to Tenant at law and in equity. The performance of each and every agreement herein contained on the part of Landlord to be performed shall be a condition precedent to the right of Landlord to collect rent and other sums hereunder and/or to enforce the terms of this Lease against Tenant. Notwithstanding anything contained herein to the contrary, Tenant may, at any time, make emergency repairs otherwise required to be made by Landlord on behalf, and at the expense, of Landlord and Landlord shall reimburse Tenant promptly upon demand any and all amounts so paid by Tenant failing which Tenant may, without liability or forfeiture of its term or terms herein, deduct such amounts from the rent thereafter payable. Tenant agrees to give simultaneous notice to any first mortgagee of the Premises (whose name and address shall have been furnished Tenant) of Tenant's demand of Landlord for reimbursement. Emergency repairs shall be deemed those necessary for prevention of eminent injury of persons or damage to property. Landlord hereby releases Tenant from any and all liability with respect to any repairs, maintenance and/or other obligations undertaken by Tenant on behalf of Landlord.

30. ~~Landlord hereby grants the exclusive right and option to erect a gas island for the~~ ~~shopping center~~ ~~within the Shopping Center. Said gas island shall be constructed and~~ ~~maintained, owned, and operated at Tenant's sole cost and expense, within the area outlined in yellow on the~~ ~~site plan attached hereto as EXHIBIT "A".~~ Tenant may, at its option, include as a part of said gas island a convenience store for the sale of grocery and related items. Should Tenant elect to construct said gas island, Tenant shall pay to Landlord a ground rent of Three Hundred and No/100 Dollars (\$300.00) per month, payable monthly in advance. Rental shall commence on the day Tenant opens said gas island for business but shall cease: (a) upon any termination of the Lease; or (b) on such date as Tenant has removed all of its buildings, equipment and improvements from, and has completed restoration of said area. Landlord shall not be required to provide any extension of utilities to said gas island. Should Tenant elect to construct said gas island prior to completion of construction of the Shopping Center, Tenant agrees to coordinate the construction of the improvements and extension of utilities to said gas island so as not to cause any delay in completion of the buildings or the parking lot by Landlord or any additional expenses to Landlord during the construction of the Shopping Center. It is understood and agreed that Tenant shall pay all costs of any kind and description levied against said gas island including, but not limited to, all real estate, personal property and other taxes and assessments, utility bills, and other governmental charges.

31. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to the performance of any of the terms, conditions and covenants of this Lease to be performed by either of them (except payment of rent or other sums due hereunder) if any failure of performance shall be due to any strike, labor disputes, picketing, inability to obtain necessary materials, through Act of God, or due to any other similar cause whatever beyond the control of either party, and the time for performing by Landlord and Tenant shall be extended by the period of delay resulting from or due to any of said causes.

32. In the event of any litigation between the parties involving this Lease, the nonprevailing party to such litigation shall reimburse the prevailing party for its reasonable attorney fees.

33. Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of Tenant's business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain during the term of this Lease, that of Landlord and Tenant.

34. Time is of the essence of this Lease but no delay or failure of either party to exercise any right hereunder or to insist upon strict compliance with the terms and provisions hereof shall constitute a waiver of any right hereunder or a waiver of the right thereafter to insist upon strict compliance with the terms and provisions hereof. No obligation not stated herein shall be imposed on either party hereto.

35. This is a Mississippi contract and is to be construed in accordance with, and governed by, the laws of the State of Mississippi.

36. This Lease merges and supercedes all prior representations and agreements, and constitutes the entire contract between Landlord and Tenant concerning the leasing of the Premises and the consideration therefor. Neither this Lease nor any agreement amending, supplementing or terminating this Lease shall be binding on Tenant unless and until it is signed in Tenant's behalf by a representative duly authorized by its Board of Directors. This Lease and all options herein shall bind and inure to the benefit of Landlord, its heirs, administrators, executors, successors and assigns, and Tenant, its successors and assigns.

EXECUTED as of the date first herein specified.

LANDLORD:

Barnett V. York
Barnett V. York

TENANT:

JITNEY-JUNGLE STORES OF AMERICA, INC

By: W. H. Holman, Jr.
W. H. Holman, Jr., President

By: Roger P. Fricou
Roger P. Fricou, Secretary

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Barnett V. York, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein stated.

Given under my hand and seal of office, this the 22ND day of DECEMBER, 1997.

Charles W. [Signature]
Notary Public

My commission expires.
My Commission Expires Sept. 7 1998

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. H. Holman, Jr. and Roger P. Fricou, who acknowledged that they are the duly constituted and acting President and Secretary respectively, of Jitney-Jungle Stores of America, Inc., a Mississippi corporation, and who acknowledged further that in such capacity they signed, executed and delivered the above and foregoing instrument for and on behalf of said Corporation having first been duly authorized so to do.

Given under my hand and seal of office, this the 22ND day of December, 1997.

Nancy M. Lane
Notary Public

My commission expires
My Commission Expires March 11, 1998

EXHIBIT A

Description of part of lots 6, 7, and 8, John Novarese Subdivision, recorded in Book 8 Page 170 in the Shelby County Registers Office and being more particularly described as follows:

Beginning at the intersection of the north R.O.W. line of Summer Avenue with the east R.O.W. line of Barclair; thence northwardly along said east R.O.W. line a distance of 590.70'M, 593'C to the northwest property corner; thence eastwardly and parallel to Summer Avenue a distance of 236.45'M, 234.50'C to a point, thence northwardly and perpendicular to Summer Avenue a distance of 40.00' to a point, thence eastwardly and parallel to Summer Avenue a distance of 265.20' to the Northeast property corner, thence southwardly along the west R.O.W. line of Novarese Street a distance of 633.00' to the southeast property corner, thence westwardly along the north R.O.W. line of Summer Avenue a distance of 518.30'M, 521'C to the point of beginning, containing 319,230 square feet or 7 329 acres more or less

These parcels have been re-recorded in Book 394, Page 148, Book 5765, Page 398, Book 1440, Page 205, and in instruments J6 6257; H3 9352, H4 9891 in the Shelby County Registers Office.

Together with the following parcels

1. 706 Barclair Road (Bankins Property)

Ward 63, Block 6, Parcel 16, Part of Lot 6 John Novarese Subdivision as recorded in Plat Book 4336, page 616.

2. 713 Novarese Street (Dunning Property)

Ward 63, Block 6, Parcel 6, Lot 2 of Curtis Re-subdivision of part of Lot 6 of the John Novarese Subdivision as recorded in Plat Book 19, page 57.



2/1/89
R4

#14

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned INTERSTATE JITNEY JUNGLE STORES, INC., an Alabama corporation, as Tenant under that certain Lease dated December 22, 1987, between Bennett V. York, as Landlord, and Jitney-Jungle Stores of America, Inc., as Tenant, and Amendment thereto dated February 14, 1989, said Lease being for a term of twenty (20) years ending December 31, 2008, covering premises located in a shopping center situated at the northeast corner of Summer Ave. and Berclair Rd., Memphis, Tennessee, which premises are more particularly described therein, does hereby assign and transfer unto MALONE & HYDE, INC., with principal address at 3030 Poplar Ave. (zip code 38111), P O. Box 1719, Memphis, Tennessee 38101, all of its rights, title and interest as Tenant under said Lease including all fixtures and leasehold improvements, effective May 2, 1989. *RA*

The undersigned MALONE & HYDE, INC., by its execution below, hereby assumes all the obligations of Tenant for the performance of the covenants and conditions of said Lease, including the obligation to pay rental to the Lessor as provided in said Lease, through the expiration of the term or any renewal thereof.

Condition of the Premises. By execution of this agreement, the Assignee shall be conclusively deemed to have accepted the Premises in good order and repair and in "as is" and "where is" condition. Assignee acknowledges and agrees that neither Assignor nor its agents or employees has made any express warranty or representation regarding

PH

the condition of the Premises and that none shall be implied by law, except as expressly provided otherwise in this Assignment and Assumption of Lease. Notwithstanding the foregoing, the parties do hereby agree that Assignee may, at its discretion, have the Premises examined by authorized maintenance technicians or qualified engineers who shall report as to the structural soundness of the Premises and the current operational status of all plumbing, electrical, refrigeration and HVAC systems (the "Systems"). Assignor agrees prior to the effective date of such assignment, if possible, or longer should it be required, to correct or cause to be corrected any deficiencies which may be required by any such inspection to insure the structural integrity of the Premises and the operational status of the Systems, so long as any such requirements are submitted to Assignor in writing and Assignor agrees as to their validity. Upon completion of the maintenance requirements as provided by said inspection, Assignee shall be conclusively deemed to have approved and accepted the condition of the Premises and all Systems and shall be conclusively deemed to have waived any rights Assignee may possess under this provision. Assignor shall be indemnified against any liability for responsibility as to any repair or maintenance item not submitted to Assignor in writing by April 28, 1989.

Assignee shall indemnify Assignor and shall hold Assignor harmless from any and all loss, damages, suits, penalties, costs, liability and expenses arising out of any claim for loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment or any violation of any environmental or

other law, caused by or resulting from any underground contamination, hazardous material, substance or waste on or under the Premises resulting from the operation of Assignee's business on the Premises on or after the effective date of this Assignment and Assumption of Lease, ^{10/21/89} May 2, 1989. *RR*

Assignor shall indemnify Assignee and shall hold Assignee harmless from any and all loss, damages, suits, penalties, costs, liability and expenses arising out of any claim for loss or damage to property, injuries to or death of persons, any contamination of or adverse affects on the environment or any violation of any environmental or other law, caused by or resulting from any underground contamination, hazardous material, substance or waste on or under the Premises resulting from the operation of Assignor's business on the Premises prior to the effective date of this Assignment and Assumption of Lease, ^{10/21/89} May 2, 1989. *RR*

Assignor warrants that there are no known city, state or federal violations of environmental laws, ordinances, rules or regulations affecting the Demised Premises.

This Agreement shall bind and benefit Assignor and Assignee, their successors and assigns.

EXECUTED this 12th day of May, 1989.

Assignor:

INTERSTATE JITNEY-JUNGLE STORES, INC.

By Koger P. Jones

ATTEST:

By Sandra K. Essary S.V.P.

Assignee:

MALONE & HYDE, INC.

By Robert B. Harris

ATTEST:

By Ruthann Ray

Vice President/Controller

5/1/89

New Sewell
Allen &
James

SUBLEASE

THIS AGREEMENT made as of May 1, 1989, between
MALONE & HYDE, INC., a Delaware corporation, hereinafter referred to
as TENANT, and SEWELL'S BIG STAR NO. 187, INC., a Tennessee
corporation, hereinafter referred to as SUBTENANT.

WITNESSETH:

WHEREAS, by Lease Agreement dated December 22, 1987, Bennett V.
York, as Landlord, leased to Jitney-Jungle Stores of America, Inc.,
as Tenant, certain premises located in a shopping center known as The
Market at Summer Oaks, situated at Summer Ave. and Berclair Rd.,
Memphis, Tenn., which premises are more fully described therein, copy
of which Lease is attached hereto and made a part hereof as Exhibit
"A"; and

WHEREAS, the Tenant interest in said Lease was assigned by
Jitney-Jungle Stores of America, Inc., a Mississippi corporation, to
Interstate Jitney-Jungle Stores, Inc., an Alabama corporation, by
Assignment of Lease dated September 12, 1988; and

WHEREAS, Bennett V. York, Landlord, and Interstate Jitney-Jungle
Stores of America, Inc., successor-Tenant, on February 14, 1989,
entered into an Agreement Supplementing and Amending Lease, and a
copy of that instrument is a part of Exhibit "A" hereto; and

WHEREAS, Malone & Hyde, Inc., a Delaware corporation, has the
current leasehold interest as Tenant under said Lease by virtue of an
assignment by Jitney-Jungle Stores, Inc., to Malone & Hyde, Inc., and

00/Cale I/42

Except as herein otherwise provided, all of the terms, agreements and conditions in the Lease attached hereto and marked Exhibit "A"

are hereby made a part of this Sublease, TENANT herein being considered as if Landlord in said Lease, and SUBTENANT herein being considered as if Tenant in said Lease.

The premises herein subleased shall be used for the purposes of a supermarket and for no other business or purpose.

SUBTENANT shall give TENANT twenty (20) days notice in writing of its intent to sell, assign or otherwise dispose of substantially all of the fixtures, equipment and leasehold improvements located in the demised premises ("Property"), or the controlling interest in the equity ownership of SUBTENANT ("Stock"). Such notice shall set forth the name and address of the proposed purchaser and all of the terms and conditions of any offer. TENANT shall have the first option to purchase the Property or Stock of SUBTENANT by giving written notice to the SUBTENANT of its intention to purchase on the same terms of the offer within thirty (30) days following TENANT'S receipt of such notice.

SUBTENANT shall not voluntarily, involuntarily or by operation of law assign, sublet or encumber this Sublease, in whole or in part, without the prior written consent of TENANT.

If TENANT fails to exercise its option and the Property or Stock is not subsequently sold to the proposed purchaser for any reason, TENANT shall continue to have, upon the same conditions, a first option to purchase the Property or Stock upon the terms and conditions of any subsequent offer as set forth above. SUBTENANT grants to TENANT this right of refusal for a period of time which coincides with the term of this Sublease.

In the event TENANT exercises its option to purchase the Property or Stock of SUBTENANT, this Sublease shall terminate.

This Sublease shall automatically terminate on the termination, cancellation or expiration of Lease between Landlord and Malone & Hyde, Inc., successor-Tenant. }

All covenants and agreements herein made and obligations assumed are to be construed also as conditions, if SUBTENANT shall default in payment of any installment of rent and shall fail to make such payment within ten (10) days after receipt of written notice of such failure, or if SUBTENANT shall fail to observe or perform any other provisions hereof for thirty (30) days after written notice by TENANT of such failure, then this Sublease may be terminated at the option of TENANT and TENANT may immediately, or at any time after the breach of any of said covenants and conditions, re-enter and repossess said premises and expel SUBTENANT and all other persons who may be in possession of said premises without demand or notice.

In the event of the insolvency of SUBTENANT or the adjudication of SUBTENANT as a bankrupt, voluntary or involuntary, or in the event of a partial or general assignment for the benefit of creditors being made by SUBTENANT, then TENANT shall have the right to immediately terminate this Lease and re-enter and repossess as above.

This Sublease and the exhibits hereto and incorporated herein by reference, contain all of the agreements and conditions made between the parties hereto.

IN TESTIMONY WHEREOF, the above named TENANT and the above named

SUBTENANT have accepted this instrument, in duplicate, the day and year first above written.

Tenant: MALONE & HYDE, INC.

By Robert J. Davis
Vice President

ATTEST:

By Luthana Ray
Vice President/Controller

Subtenant: SEWELL'S BIG STAR NO. 187, INC.

By Lois A. Sewell President

ATTEST:

By _____

PHILADELPHIA
ATLANTA
CHARLOTTE
CHERRY HILL
CHICAGO
DALLAS
LAS VEGAS
LONDON
LOS ANGELES



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NEWARK
SAN DIEGO
SAN FRANCISCO
SEATTLE
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WILMINGTON

A PROFESSIONAL CORPORATION

SUITE 1400 CHASE MANHATTAN CENTRE 1201 NORTH MARKET STREET WILMINGTON DE 19801 1147
302 295 2000 888 207 2440 302 295 2013 FAX www.cozen.com

Jeffrey R. Waxman
Direct Phone 302 295 2077
JWAXMAN@COZEN.COM

October 24, 2003

VIA FEDERAL EXPRESS

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

Re Fleming Companies, Inc., Case No 03-10945 (MFW)
United States Bankruptcy Court for the District of Delaware

Dear Sir or Madam

I am enclosing herewith for filing in the above matter an original and one (1) copy of a Proof of Claim for filing on behalf of Park Place MHP, Ltd

Kindly file the original claim of record and return a time-stamped copy to me in the self-addressed, postage pre-paid Federal Express envelope Thank you

Sincerely,

A handwritten signature in black ink, appearing to read "J. Waxman", is written over the typed name and firm name.

Jeffrey R. Waxman
COZEN O'CONNOR

JRW/sjr

cc John W. Lewis, Esquire
Sean J. Bellew, Esquire

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

**In re: Fleming Companies, Inc et al.
Case No 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On July 13, 2005, document(s) were appended to Claim Numbers **14731, 17311 and 18479** for the following reason(s)

- ☐ Stipulation and Order
- ☐ New Supporting Documents
- ☒ Stipulation and Settlement Agreement
- ☒ Proof of Payment dated 6/10/05
- ☐ Other Docket Number 6730

Fleming Companies, Inc - Estate

REFERENCE NO / DESCRIPTION		INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
ACCOUNT For 34231 CAP					40,902.84
CHECK DATE	CHECK NUMBER	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
6/10/05	34231	PARK PLACE MHP LTD AND COZEN O'CONNER		40,902.84	

THE BACKGROUND OF THIS DOCUMENT IS PRINTED IN COLORED INK

Fleming Companies, Inc - Estate

Phone 405.841.5789
5701 North Shartel
Oklahoma City OK 73118

JPMorgan Chase Bank
New York Controlled Disbursements

34231

Forty Thousand Nine Hundred Two and 84/100 Dollars

Memo

PAY TO THE ORDER OF
PARK PLACE MHP LTD AND COZEN O'CONNER
AS IT'S ATTORNEY
STUART FL

CHECK NO	DATE	AMOUNT
34231	Jun 10, 2005	*****\$40,902.84

VOID-V



0034 23 11 002 10000 2 11 90404 707 5

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re)	Chapter 11
FLEMING COMPANIES, INC. et al.)	Case No. 03-10945 (MFW)
Debtors)	(Jointly Administered)

**STIPULATION BY AND BETWEEN THE PCT AND PARK PLACE MHP, LTD
REGARDING RESOLUTION OF CLAIMS 14731, 17311, AND 18479**

This Stipulation is entered into by and among the PCT² and Park Place MPH,
LTD (“Claimant”, and together with the PCT, the “Parties”)

RECITALS

I Background

A On April 1, 2003, the above-captioned debtors filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code

B On September 16, 2003 a lease for real property located at 4500 Sumner Ave in Memphis Tennessee (“Park Place Lease”) was rejected pursuant to an order entered by the United States Bankruptcy Court, docket number 3706

The Debtors whose cases remain open are as follows: Core-Mark International, Inc., Fleming Companies, Inc., ASI Office Automation, Inc., C/M Products, Inc., Core-Mark Interrelated Companies, Inc., Core-Mark Mid-Continent, Inc., General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc., and Minter-Weisman Co.

² The PCT is the trust that was created pursuant to the *Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc. and Its Filing Subsidiaries Under Chapter 11 of the United States Bankruptcy Code* (the “Plan”) and the PCT Agreement (as defined in the Plan) for the purposes of carrying out certain provisions of the Plan

C On or about October 16, 2003 ORIX Capital Markets, LLC filed proof of claim number 14681 as an unsecured claim for the rejection of the Park Place Lease in the amount of \$503,350.00. Claim number 14681 was withdrawn by ORIX Capital Markets on May 20, 2005.

D On or about October 27, 2003 the Claimant filed proof of claim number 14731 as an unsecured claim in the amount of \$444,780.00. Claim number 14731 remains pending against the Debtors' estates.

E On or about November 4, 2003 the Claimant filed a Motion to Vacate an Order Authorizing the Debtors to Reject a certain Lease and Sublease of Nonresidential Real Property, docket 4334.

F On or about January 14, 2004 the Claimant filed proof of claim number 17311 as an administrative claim in the amount of \$131,400. Claim number 17311 remains pending against the Debtors' estates.

G On March 1, 2004 The Parties filed a Certification of Counsel Regarding Order Approving Stipulation Resolving Motion of Park Place, MHP Ltd. To Vacate an Order Authorizing the Debtors to Reject a Certain Lease and Sublease of Nonresidential Real Property, docket 6971. The stipulation provided for a payment to be made by Debtor to Claimant in the amount of \$25,000 (the "Settlement Payment").

H On March 2, 2004 The Court entered an Order Approving Stipulation Resolving Motion of Park Place, MHP Ltd. To Vacate an Order Authorizing the Debtors to Reject a Certain Lease and Sublease of Nonresidential Real Property, docket 7003.

I On April 2, 2004 Fleming Companies, Inc. Estate remitted the Settlement Payment to Park Place, MHP LTD and Cozen O'Connor.

I On or about July 1, 2004 the Claimant filed proof of claim number 18479 as an administrative claim amending claim number 1731 in the amount of \$87,781.70. Claim number 18479 remains pending against the Debtors' estates.

K On October 22, 2004 Claimant and ORIX Capital Markets, LLC executed an agreement entitling claimant to any Administrative claims related to the Park Place Lease.

L On January 24, 2005 Frost, Brown, Todd, LLC and Cozen O'Connor memorialized an agreement to split any recoveries of administrative claims related to the Park Place Lease. Cozen O'Connor is to receive the first one-third net recovery, Frost, Brown, Todd LLC is to receive the next \$55,000 and any balance is to go to claimant.

M On February 17, 2005 Distressed/High Yield Trading Opportunities, Ltd. filed a notice of transfer of claim number 14731.

N On July 26, 2004, this court entered an order confirming the Debtors' plan of reorganization. The plan became effective on August 23, 2004. Pursuant to the plan, the PCT has the authority to enter into this Stipulation. See Plan at Article X A.

O As a result of discussions between representatives to the PCT and the Claimant, the Parties have agreed upon the appropriate treatment of claim number 14731, claim number 7311, and claim number 18479.

STIPULATION

NOW, THEREFORE, the Parties hereto stipulate and agree as follows:

1 Claim number 14731 is allowed as a Class 6 General Unsecured Claim in the amount of \$444,780.00 and distribution under the Plan for this claim will be made to Distressed/High Yield Trading Opportunities, Ltd.

2 Claim number 7311 is withdrawn.

3 Claim 18479 is allowed as an Administrative Claim in the amount of \$40,902.84
and will be made payable to Park Place MHP, Ltd. and Cozen O'Connor

4 Cozen O'Connor will remit \$27,268.56 to Frost, Brown, Todd, LLC within five
business days of receiving payment of \$40,902.84 from PCT

5 This Stipulation finally resolves the claims set forth herein as well as all claims
that Claimant has against the Debtors, the PCT and/or their respective successors, assigns, agents
or representatives and Claimant hereby waives any additional claims it may have (whether they
be asserted or unasserted) against the Debtors, the PCT and/or their respective successors,
assigns, agents or representatives

6 The Recitals set forth above are true and correct and are incorporated herein by
this reference

7 This Stipulation may be executed in any number of counterparts and by different
Parties to the Stipulation on separate counterparts, each of which, when so executed, shall be
deemed an original, but such counterparts shall constitute one and the same agreement. Any
signature delivered by a Party by a facsimile transmission shall be deemed an original signature
hereto. Pursuant to Article X A of the Plan, this Stipulation shall be effective upon execution by
all Parties

8 This Stipulation shall be binding upon and inure to the benefit of the successors
and assigns of any of the Parties, including any Chapter 11 or Chapter 7 trustee appointed in the
chapter 11 case

9 Modifications of this Stipulation may be made only if such modifications are in
writing and signed by each of the Parties hereto

10 The Parties represent to each other that they have authority to act in connection
with this Stipulation and will be bound by the terms of this Stipulation

The Parties hereby expressly consent to the personal and subject matter jurisdiction of the Bankruptcy Court with respect to all matters relating to the interpretation of this Stipulation and any controversy arising with respect thereto. The Parties agree that the Bankruptcy Court shall have jurisdiction, but not exclusive jurisdiction, to resolve any disputes arising under or related to this Stipulation, and to interpret, implement and enforce the provisions of this Stipulation.

12 Each Party represents and warrants to the other Parties that this Stipulation was executed freely and voluntarily, that no promises or representations that are not contained in this Stipulation have been made to induce them to execute this Stipulation and that they have not relied on any promise or representation except as set forth herein, and that they have conducted their own independent investigation of all matters they deem relevant regarding this Stipulation.

13 This Stipulation constitutes the entire agreement between the Parties relating to the subject matter hereof, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, with respect to all or any part of the subject matter of this Stipulation are superseded by this Stipulation and shall be of no further force or effect.

14 The Parties have each cooperated in drafting this Stipulation. Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed against any of the Parties.

15 This Stipulation shall be governed by and construed and enforced under and in accordance with the internal laws of the State of Delaware, without giving effect to the conflicts of laws provisions of such state.

Dated June 2 2005

PCT, The Post-Confirmation Trust for the
Estate of Fleming Companies, Inc and its
former subsidiaries

By Barbara E. Hall

Name Barbara E. Hall
Title Authorized Representative

Dated June 6 2005

Cozen O'Connor for
Park Place MHP, Ltd

By [Signature]
Name
Title

Dated June 3 2005

Frost, Brown, Todd, LLC for
Park Place MHP, Ltd

By John L. Frost
Name
Title MEMBER