


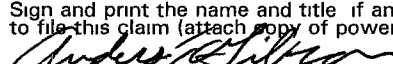
UNITED STATES BANKRUPTCY COURT		DISTRICT OF DELAWARE	PROOF OF CLAIM
Name of Debtor FLEMING COMPANIES, INC , et al		Case Number 03-10945 (MFW)	
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property) Claus and Peter Doelling		<div style="display: flex; flex-direction: column; gap: 10px;"> <div> <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. </div> <div> <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. </div> <div> <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court. </div> </div>	
Name and address where notices should be sent Anders T C Gibson Gardere Wynne Sewell LLP 3000 Thanksgiving Tower 1601 Elm Street Suite 3000 Dallas Texas 75201 4761 Telephone number (214) 999 4187		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 checked="" type="checkbox"/> amends a previously filed claim dated <u>9/11/03</u>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 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 checked="" type="checkbox"/> Taxes Other all rents due and unpaid + all taxes accrued due and unpaid for 2003 + future rents + damages to premises (Please see Exhibit 'A' attached hereto) </div> <div style="width: 48%;"> <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 _____ (date) to _____ (date) </div> </div>			
Date debt was incurred 1/1/03 to 8/31/03		2 If court judgment date obtained	
3 Total amount of claim at time case filed \$ 357,147.73 + damages to leased premises (See Exhibit A) <input type="checkbox"/> If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below. Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
4 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____		5 Unsecured Priority Claim <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$11,045.69 (see Exhibit A) Specify the priority of the claim: <input type="checkbox"/> Wages salaries or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony maintenance or support owed to a spouse former spouse or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input checked="" type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(1) <small>*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</small>	
6 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 <div style="text-align: center; font-size: large; font-weight: bold;"> FILED NOV 05 2003 BMC </div> <div style="text-align: center; font-size: small;"> Fleming Companies Claim  14781 </div>	
7 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.		THIS SPACE IS FOR COURT USE ONLY	
8 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 11/4/03		Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).  Anders T C Gibson, Attorney in Fact	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.			

EXHIBIT A

On or about September 11, 2003, Claus and Peter Doelling (the "Doellings" or "Claimants") filed their Proof of Claim in this bankruptcy case (the "Claim"). Subsequent thereto, it was discovered that the "Supermarket Lease"¹ between the Doellings and the Fleming Companies, Inc (the "Debtor") was rejected by the Debtor. A true and correct copy of the Supermarket Lease is attached hereto as Exhibit "B". As such, the Doellings now file this amendment to their Claim.

In response to Item 1 and Item 3 of the Proof of Claim, the obligations underlying this claim (the "Amended Claim") are based on obligations owed by the Debtor under and pursuant to the Supermarket Lease. First, the Debtor owes one month of unpaid rent prior to the Debtor's bankruptcy filing in the amount of \$22,937.47.

Second, the Debtor owes all accrued 2003 real estate taxes pursuant to paragraph 5 of the Supermarket Lease, as prorated through the date of lease rejection, August 31, 2003. Real property taxes for 2003 have been assessed in the amount of \$26,509.67. More specifically, the Debtor owes eight months worth of the real estate taxes in the amount of \$17,673.11, of which \$6,627.41 is an unsecured prepetition claim and \$11,045.69 is a post-petition administrative claim. A true and correct copy of the 2003 real estate taxes owed are attached hereto as Exhibit "C".

Third, pursuant to paragraphs 10 to 13 and paragraph 26 of the Supermarket Lease, the Doellings assert a claim for any and all damages to the premises caused by the Debtor, or its designated sublessee. The Doellings reserve the right to further liquidate and quantify the damages to the premises under the Supermarket Lease as same become known.

Finally, the Doellings assert rejection damages of the Supermarket Lease. Such rejection damages, as capped by 11 U.S.C. 502(b)(6) of the Bankruptcy Code, amount to \$316,537.15.

In total, the Doellings assert their Amended Claim in the aggregate amount of \$357,147.73, plus any damages to the premises.

The Doellings reserve the right to amend or supplement this Amended Claim for any reason if the Doellings should deem it appropriate and necessary given the then-existing posture of these bankruptcy proceedings. The Doellings also reserve the right to claim all amounts due in respect of any additional legal fees or expenses and postpetition interest to the extent allowed by law.

¹ Though the Supermarket Lease states that Furr's, Inc. is the lessee, Fleming Companies, Inc. became the lessee on the lease and subject to all of its terms pursuant to an assignment of the lease.

Filing of this Amended Claim is not and shall not be deemed or construed as (a) an election of remedies, (b) a waiver of any past, present or future event of default, or (c) a waiver or limitation of any rights of the Doellings

In executing and filing this Amended Claim, the Doellings do not waive any obligation owing to itself, any right to any security held by it or for its benefit, any right to claim specific assets, or any other right or rights of action that it has or may have against the Debtor or any other person

Neither this Amended Claim nor any subsequent amendment thereto, appearance pleading, claim or suit is intended to waive any other rights, claims, actions, defenses, set-offs or recoupments to which the Doellings are or may be entitled under agreements, in law or in equity, all of which rights, claims, actions, defenses, set-offs and recoupments the Doellings expressly reserve

EXHIBIT B

S U P E R M A R K E T L E A S E

THIS SUPERMARKET LEASE, made and entered into on this 4th day of DEC 1985, between Claus and Peter D O E L L I N G, hereinafter referred to as Lessor, whose address is Postfach 267, 2200 Elmshorn, West Germany and FURR'S, INC, hereinafter referred to as Lessee, whose address is Box 1650, Lubbock, Texas 79408, as follows to-wit

1 LOCATION That said Lessor, in consideration of the covenants and agreements hereinafter set forth, does by these presents demise, lease, and let unto the Lessee, a portion of the following described property

FURR'S # 79
2912 Collage
Snyder, Texas 79549

2 DESCRIPTION OF LEASED PREMISES The Lessor does hereby lease, demise and let unto the Lessee and the Lessee hereby takes and rents from the Lessor, upon and subject to the terms, covenants, conditions and provisions of this lease, the following described premises located in Snyder, Texas to-wit

See Exhibit "A"

3. TERM.

(a) Primary Term The primary term of this lease is for a period of twenty-five (25) years, beginning upon the first day of the month following the date for commencement of payment of rent and continuing for twenty-five (25) years thereafter

(b) Option Term. The Lessor hereby grants unto the Lessee the right and option to extend this lease for three successive five (5) year periods at the same rent and on the same terms and conditions as contained herein, except as to renewal options. Each option to renew may be exercised only if the Lessee is not in default in any way under this agreement at such time and may be

exercised by written notice which exercise shall be given by the Lessee to the Landlord at least twelve (12) months prior to the expiration of the present term or the renewal term in effect at the time such notice is given

4 RENTAL The Lessee agrees to pay to the Lessor rental to be determined as follows, to-wit:

(a) Minimum Annual Rental The Lessee agrees to pay the Lessor a minimum annual rental of leased space in the leased building, payable in advance on the first of each month and every month during the term of this lease. The amount of the minimum annual rental shall be as follows:

\$ 188,000

Commencement Date

NOV 1, 1995

It is agreed that the lease space shall be measured from the outside of each wall except that community or inside walls of the leased building shall be measured from the center line of such wall. It is understood that certain improvements are to be made to the leased premises with a detailed schedule and description of said improvements being attached hereto and labeled Exhibit "B". Upon the completion of the improvements, a supplemental agreement shall be made and entered into by and between the Lessor and Lessee setting forth the exact amount of square footage to determine the minimum annual rental based on the above dollar rates, and the commencement date of this lease.

(b) Percentage Rental The Lessee shall pay to the Lessor percentage rental for the preceding calendar year payable on or before the fifteenth (15) day of each February following the end of each calendar year during the term of this lease in an amount equal to one per cent (1%) of gross sales during the preceding calendar year less the amount of the minimum annual rental paid by Lessee for such preceding calendar year.

(b 2) The rent according to (a) shall be increased by 10% of the prior rent with the beginning of every fifth year (5th, 9th, 13th, 17th, 21st, etc.) for the supermarket.

(c) Place of Payment All rentals shall be payable by check or cash to the office of the Lessor at [redacted] or to the person at [redacted] or to such other address as may be designated by the Lessor from time to time.

5 TAXES The Lessee agrees to pay ad valorem assessed on the leased premises for any tax year during the primary term or any extension term of this lease

(a) In the event the ad valorem taxes covering and affecting the leased premises are not levied and assessed separate from the taxes on the other shopping center property, then the Lessee shall pay only its proportionate share of such ad valorem taxes on the entire shopping center property Tenant shall deliver to Landlord copies of the checks representing payment of such taxes, or other evidence of payment of such taxes

6. DEFINITION OF TERM "GROSS SALES" The term "gross sales" as used in this lease shall be held to include the sales price of all goods, wares and merchandise sold in, upon or from the leased premises during the term of this lease, provided, however, the following shall not be included in "gross sales", to-wit

(a) Merchandise which is returned by the purchaser and accepted by the Lessee

(b) All allowances made by the Lessee to its customers for returned or defective merchandise

(c) All returns, refunds or credits received by the Lessee in settlement of claims for loss or damage to goods, wares or merchandise.

(d) All sales taxes, luxury taxes, excise taxes, gross receipt taxes and similar taxes imposed by the governmental agency upon articles sold from the leased premises, whether such taxes are imposed under existing or future laws, rules, regulations or ordinances

(e) All transfers of goods, wares or merchandise from the leased premises to any other store or warehouse of the Lessee or affiliated company of the Lessee.

(f) Any delivery of goods, wares or merchandise from the leased premises to any manufacturer or supplier thereof for any purpose except a sale

(g) All receipts from vending machines, weighing machines, stamp machines, telephones and such like coin-operated machines

(h) All sales made at a discount to employees of the Lessee.

(i) All sales of trade fixtures and equipment

(j) Any exchange of merchandise or items pursuant to stamp redemption plan, register tape or similar plan-

7

RECORD OF SALES

The Lessee agrees at all times during the term of this lease to keep an accurate record showing all retail sales of merchandise made upon the leased premises and all returns and allowances. The Lessor, its agents and accountants, shall have the right at reasonable intervals during business hours of Lessee to examine at the general office of the Lessee in Lubbock, Texas, the accounts in reference to sales made from said premises in order to verify statements of sales submitted by the Lessee to the Lessor. It is understood and agreed that the remittance of percentage rental shall be accompanied by statement showing sales upon which the percentage rental is calculated by the Lessee. The Lessor agrees that any statement of sales delivered by Lessee shall be regarded as confidential, and that the information contained herein shall not be divulged or published by Lessor, but same may be introduced in evidence in any proper action or proceeding between the parties. The Lessee further agrees to furnish to the Lessor, upon demand by the Lessor, accurate and exact copies of any and all sales tax reports made to the proper agency for sales made from the leased premises. Notwithstanding anything herein to the contrary, it is agreed that Lessee shall not be required to keep such receipts of sales for any calendar year longer than two (2) years after the expiration of such calendar year.

8

PEACEFUL POSSESSION

The Lessor agrees that the Lessee shall have peaceful and quiet possession and enjoyment of said leased premises during the term of this lease to the end and purpose that the Lessee may reasonably use the leased premises during the primary term and any extension term of said lease.

Notwithstanding anything in this lease to the contrary or apparently to the contrary, it is agreed and understood that nothing in this lease shall be construed to require the Lessee to operate a supermarket business or any other business in said leased premises throughout the entire term of this lease.

9

EXCLUSIVE PRIVILEGES

The Lessor does hereby agree that the Lessee shall have the exclusive right to operate a supermarket or family center within the area of the shopping center shown upon Exhibit "A". During the entire term of this lease, the Lessor will not permit any portion of the leased area to be occupied by a supermarket, grocery store, meat market, produce shop or creamery. If sales should occur which in the opinion of the Lessee constitute a violation or violations of this exclusive right or privilege, Lessee shall make demand upon the Lessor to enforce the provisions of this covenant against the responsible parties.

If the Lessor should fail to enforce 's covenant by terminating the alleged violation within thirty (30) days after such demand, Lessee shall have the right to cancel or terminate this lease, and in the event the Lessee should exercise such option to cancel or terminate this lease, then the lease shall become null and void for all lawful purposes

10 LESSEE'S MAINTENANCE The Lessee shall keep the exterior of the leased premises in good repair and condition during the term of this lease, including but not confined to the foundation, roof, walls, supporting framework, abutting sidewalks and canopies of the building, any signs of the Lessee, the interior of the leased building and equipment therein, and keep all interior painted surfaces in good condition, keep the interior of the building in good repair, maintain interior wiring and floors in good condition, keep the plumbing works, closets, pipes, door operators and fixtures belonging thereto in good repair, keep the water pipes and connections free from ice and obstructions, and keep all heating and air conditioning equipment properly oiled, cleaned and maintained in working order

11 REPLACEMENT OF EQUIPMENT In the event that it should be necessary to replace all or any component part of any heating and air conditioning equipment, then same shall be replaced at the sole cost and expense of Lessee with equipment comparable in quality and ability to the original equipment or replaced equipment

12 MAINTENANCE OF PARKING AREA The Lessee shall be responsible for lighting, cleaning and maintaining the parking area, including sidewalks, parking dividers, parking stall markers, paving, light standards and lights within such parking area. Lessee shall be responsible for cleaning plate glass in the leased building and for cleaning sidewalks adjacent to the leased premises

13. PLATE GLASS The Lessee shall replace all plate glass broken from any cause, provided, however, that if such broken plate glass is covered by Lessor's extended coverage insurance, then the Lessor shall pay for the replacement of such plate glass

14 ALTERATIONS. The Lessee shall have the right to make such alterations and improvements to the leased premises as it may desire without the necessity of obtaining prior consent thereto from the Lessor, except that the Lessee shall not have the right to make any repairs or alterations which would affect the structural portions of the leased premises, without the consent of the Lessor. The Lessee shall not be required to restore the leased premises to the condition in which they were prior to such alterations at the expiration of this lease

15 SIGNS AND CANOPIES

The Lessor shall not erect or permit to be erected on the inside or the outside of the leased building any signs or canopies other than those of the Lessee. The Lessee may erect on the exterior of the leased space, signs and canopies advertising its business which signs and canopies shall be similar to the normal signs and canopies used by the Lessee. The Lessee may remove its signs at the expiration or termination of this lease.

16 TRANSFERABLE

The Lessee is hereby given the right to assign or sublet the leased premises in whole or in part to any person, persons, partnership, firm or corporation during the term of this lease. Any such assignment or subletting of the premises shall not relieve the Lessee hereunder of its obligation hereunder, and Lessee shall remain liable for the payment of all rents and for the performance of all of the terms, conditions and covenants of this lease. The minimum annual rental will be the rent paid in the prior year and will be basis for the adjustment.

17 GOVERNMENTAL REGULATIONS

The Lessee shall promptly execute and fulfill all of the ordinances of the City of Snyder, Texas all regulations and laws of local, State or Federal authorities applicable to the leased premises, and all orders and requirements imposed by the Board of Health, Sanitation and other local authorities for the correction, prevention and abatement of nuisances in, or upon, or connected with said leased premises during the term of this lease at the sole cost and expense of Lessee.

18. SURRENDER OF POSSESSION

At the termination or other expiration of the term of this lease, the Lessee shall deliver up the leased premises in good order and condition except for natural deterioration and damage by fire, casualty and other elements. All alterations and improvements placed in the leased premises at the expense of the Lessee may be removed by the Lessee, but such alterations or improvements which are not removed by the Lessee at the termination of this lease shall become the property of the Lessor and be surrendered with the premises as a part thereof at the final termination of this lease.

19 REMOVAL OF TRADE FIXTURES

The Lessee shall have the right to remove its trade fixtures and equipment placed in said building at the termination of this lease, provided, all rents due and owing under the lease have been paid in full except the final payment of percentage rental.

as compensation for diminution in value to the Lessor's leasehold or to the fee of the premises, provided, however, the Lessor shall not be entitled to any award made to Lessee for loss in the leasehold estate, loss of business, depreciation to, and the cost of removal of stock and fixtures or any other element of damages awarded to the Lessee.

(c) The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation

22. LESSORS'S TITLE The Lessor covenants that it is the owner in fee simple of the leased area as shown on Exhibit "A" and that it has full right to enter into this lease contract.

23. LESSEE'S INSURANCE COVERAGE The Lessee agrees that it will at all times during the term of this lease maintain in force an insurance policy or policies which will insure the Lessee against all liability resulting from injury occurring to persons or damages occurring to property in the leased premises. The coverage under such insurance policy shall be no less than UMBRELLA COVERAGE OF FURR'S for any one person injured, for any one accident, and for property damage. The original of such policy or policies shall remain in the possession of the Lessee. Upon written demand, the Lessor shall have the right to receive from the Lessee, a duplicate of such policy or policies of insurance, or a certificate of insurance showing such coverage. All insurance required to be provided by Lessee hereunder shall name Lessor as a co-insured. Lessee shall deliver to Lessor copies of the checks representing payment of all insurance premiums required to be paid by Lessee hereunder, or other evidence of payment of such premiums.

24. LESSEE'S FIRE INSURANCE COVERAGE. The Lessee agrees that it will at its own cost and expense, insure the building and improvements against loss or damage by fire or other casualty, including hail, rain and windstorm, under policy commonly called extended coverage in a sum of not less than the full insurable value. In case the building should be damaged by any of the perils insured against or totally destroyed, the Lessee shall rebuild and/or restore the improvements in accordance with the other terms and provisions of this agreement.

20. LOSS OR DAMAGE In the event of the loss or damage to the said building followed by replacement or repair, the rent shall be wholly or partially abated during the time that the premises are wholly or partially unfit for occupancy, and the term of such lease shall be extended for a period of time equal to the time during which the premises are so unfit for occupancy

21 EMINENT DOMAIN OR CONDEMNATION

(a) If substantially all of the leased premises or the parking area adjacent to the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Lessor of such rent as may have been paid in advance. If any part of the leased building or if as much as 15 % of the parking area adjacent to the leased premises within the area outlined in red on Exhibit "A" shall be taken under eminent domain, Lessee shall have the right to terminate this lease; or subject to Lessee's right of termination as set forth hereinafter in this paragraph, Lessee shall have the right to continue in possession of the remainder of the leased premises, and Lessee shall notify Lessor in writing of Lessee's election, within sixty (60) days after such taking of such property. In the event Lessee elects to remain in possession, all of the terms provided herein shall continue in effect, except that the minimum rent shall be reduced in proportion to the amount of the premises within the shopping center on Exhibit "A" that is taken by eminent domain, and Lessor shall at its own cost and expense make all necessary repairs or alterations to the basic building, store front and interior work so as to constitute the remaining premises a complete architectural unit.

(b) If more than one-fourth (1/4) of the floor area of the leased building shall be taken under power of eminent domain or if the unexpired portion of the term of this lease shall be three (3) years or less at the date of taking of any portion of the lease premises, Lessor may terminate this lease by giving written notice to Lessee on or before the date of surrendering possession to the public authority. In any event, all damages awarded for such taking under the power of eminent domain whether for the whole part or a part of the leased premises shall belong to and be the property of the Lessor whether such damages shall be awarded

25 DEFAULT In case of default in any of the covenants herein, the Lessor may enforce the performance of this lease in any mode provided by law, and this lease may be forfeited at Lessor's discretion if such default continues for a period of thirty (30) days after Lessor notifies Lessee of such default and of its intentions to declare the lease forfeited at the expiration of said thirty day period. Unless Lessee shall have completely removed or cured said default within the stated time of thirty (30) days, this shall, at Lessor's option cease and come to an end as if that were the date originally fixed herein for the expiration of the term hereof, and Lessor's agent or attorney shall have the right without further notice or demand, to re-enter and remove all persons and Lessee's property therefrom without being deemed guilty of any manner of trespass and without prejudice to any remedies or arrears of rent or breach of covenant, or Lessor's agent or attorney may resume possession of the premises and re-let same for the remainder of the term at the best rent said agent or attorney may obtain for the account of the Lease, which shall make good any deficiency.

26. INDEMNITY OF LESSOR The Lessee binds itself to indemnify the Lessor against and to save the Lessor harmless from any claims of any kind of character for personal injuries, property damages, or any other claims for loss or damages attributable or arising by virtue of any act, omission, or condition inside of the leased building, in the doorway or in the door entrance platforms, whether caused by, or arising from any negligent act or omission of the Lessee or any agent, servant or employee of the Lessee, or whether caused by or arising from any other act, omission or condition whatsoever, except loss or damages attributable or arising from any negligent act or omission of the Lessor or agent, servant or employee of the Lessor.

27 FORCE MAJEURE In the event of either party being rendered wholly or in part by force majeure unable to carry out its obligations under this contract other than to make payments of amounts due hereunder, it is agreed that on such party's giving notice and full particulars of such force majeure to the other party as soon as possible after the occurrence of the causes relied on, then the obligations (other than obligations to make payments of amounts due hereunder) of the part giving such notice, so far as they are affected

by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such shall, so far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightnings, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, failure to obtain materials and supplies due to governmental regulations and causes of like or similar kind, whether herein enumerated or not, and not within the control of the part claiming suspension, and which by the exercise of due diligence such party is unable to overcome.

28 NOTICE Whenever notice of any kind is authorized or required to be made by one party to the other party under the terms of this lease, such notice shall be given by the deposit of same in the United States Registered or Certified Mail, all postage prepaid, return receipt requested, and addressed to the other party at the address given below, or to such other address as either party may file by registered or certified mail in a similar manner with the other party from time to time as follows:

LESSOR

Claus and Peter Doelling
Postfach 267
2200 Elmshorn
West Germany

LESSEE

FURR'S, INC
P. O. Box 1650
Lubbock, Texas 79408

29. OPERATION OF BUSINESS

Notwithstanding anything in this lease to the contrary or apparently to the contrary, it is agreed and understood that nothing in this lease shall be construed to require the Lessee to operate a supermarket or any other type of business in the leased premises throughout the entire term of this lease; provided, however, if Lessee should discontinue its operation in the leased premises, the Lessee shall remain fully and absolutely liable on all of its obligations contained in this lease.

30 TOPIC HEADINGS

The topic headings at the beginning of each paragraph in this lease are inserted for convenience only, and shall not modify, eliminate, enlarge or affect in any way, the terms contained in the body of this lease agreement

31 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants and conditions of this lease shall inure to the benefit of and shall be binding upon the undersigned parties, their heirs, legal representatives, successors and assigns

32 RECIPROCAL EASEMENTS

Lessee hereby agrees to abide by all terms, covenants, and conditions of the reciprocal easements covering the property on which the Leased Premises is located as of the date hereof, to the extent that the same apply to any user of such property Lessor hereby agrees that it will not modify, amend or in any way alter the terms of such reciprocal easements or enter into any new agreements affecting the use of such property without the prior written consent of Lessee

EXECUTED IN QUADRUPLICATE ORIGINALS, this the _____ day of _____, 19____

Anna Doley Peter Doley
LESSOR

FURR'S, INC.

BY Jan B. Furr

Its CEO

A FIELD NOTE DESCRIPTION OF A 2.9805 ACRE TRACT OF LAND, BEING THAT PORTION OF LOT 5, BLOCK 21, ORIGINAL TOWN OF SNYDER, LAYING NORTH OF 30th STREET AND PART OF LOT 6, BLOCK 21, ORIGINAL TOWN OF SNYDER, Scurry County, Texas, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CROSS CUT IN CONCRETE BASE OF TRAFFIC SIGNAL IN THE NORTH LINE OF 30th STREET AND EAST LINE OF COLLEGE AVENUE (STATE HIGHWAY 350), AND BEING IN THE WEST LINE OF BLOCK 21, ORIGINAL TOWN OF SNYDER, FOR THE SW CORNER OF THIS TRACT,

THENCE N 0°20'47"W, WITH THE EAST LINE OF COLLEGE AVENUE AND WEST LINE OF BLOCK 21 AND AT 216.00 FEET PASS THE NW CORNER OF LOT 5 AND SW CORNER OF LOT 6, BLOCK 21, IN ALL 331.00 FEET TO A P-K NAIL SET IN CONCRETE AT THE SW CORNER OF A TRACT OF LAND CONVEYED TO PERSHEL WINSTON BY DEED RECORDED IN VOL. 266, PAGE 21 OF THE DEED RECORDS, FOR A CORNER OF THIS TRACT,

THENCE EAST, WITH THE SOUTH LINE OF SAID WINSHAW TRACT, FOR 150.00 FEET TO A 1/2" IRON ROD SET AT ITS SE CORNER, FOR A CORNER OF THIS TRACT,

THENCE N 0°24'39"E, WITH THE EAST LINE OF THE WINSHAW TRACT, FOR 15.30 FEET TO A 1/2" IRON ROD SET FOR A CORNER OF THIS TRACT,

THENCE N 70°21'38"E, WITH THE NORTH EDGE OF CONCRETE RIP RAP, FOR 134.27 FEET TO A 1/2" IRON ROD SET AT CORNER OF CONCRETE RIP RAP, FOR THE MOST NORTHERLY CORNER OF THIS TRACT,

THENCE S 58°37'13"E, WITH THE NORTHEAST EDGE OF CONCRETE RIP RAP, FOR 114.56 FEET TO A 1/2" IRON ROD SET FOR THE NE CORNER OF THIS TRACT, IN THE EAST LINE OF LOT 6, BLOCK 21,

THENCE S 0°20'47"W, WITH THE EAST LINE OF LOT 6 AND AT 95.44 FEET PASS THE SE CORNER OF LOT 6 AND THE NE CORNER OF LOT 5, CONTINUING WITH THE EAST LINE OF LOT 5, FOR A TOTAL DISTANCE OF 308.44 FEET TO A RAILROAD SPIKE SET IN ASPHALT IN THE NORTH LINE OF 30th STREET, FOR A CORNER OF THIS TRACT,

THENCE S 89°50'31"W, WITH THE NORTH LINE OF 30th STREET, FOR 210.00 FEET TO A RAILROAD SPIKE SET IN ASPHALT, FOR A CORNER OF THIS TRACT,

THENCE S 0°20'47"W 2.00 FEET TO A RAILROAD SPIKE SET IN ASPHALT, FOR A CORNER OF THIS TRACT

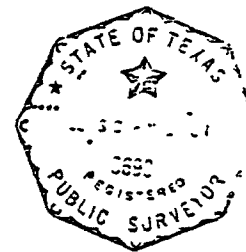
THENCE S 89°50'31"W, CONTINUING WITH THE NORTH LINE OF 30th STREET, FOR 170.00 FEET TO THE PLACE OF BEGINNING

This is to certify that the above field notes were prepared from surveys made by me on the ground.

November 7, 1985

Elvis C. Pinkerton

Elvis C. Pinkerton
Registered Public Surveyor
State of Texas # 3690



This Assignment and Assumption of Real Property Lease shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED AND DELIVERED the day and year first written above.

FURR'S, INC.,
a Delaware corporation

By: William C. Lang
William C. Lang
Senior Vice President - Finance

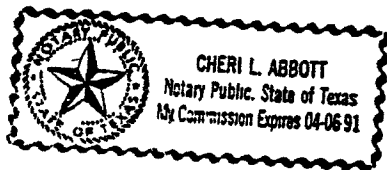
FURR'S SUPERMARKETS, INC.,
a Delaware corporation

By: Jan U. Friederich
Jan U. Friederich
Chief Executive Officer

STATE OF TEXAS)
)
COUNTY OF DALLAS)

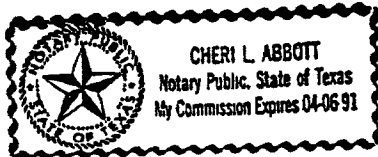
This instrument was acknowledged before me on March 11, 1991, by WILLIAM C. LANG, Senior Vice President - Finance, of Furr's, Inc., a Delaware corporation, on behalf of said corporation.

Cheri L. Abbott
Notary Public, State of Texas



STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on March 11, 1991, by JAN U. FRIEDERICH, Chief Executive Officer of Furr's Supermarkets, Inc., a Delaware corporation, on behalf of said corporation.



Cheri L. Abbott

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Teri H. Wingler
Legal Assistant
Gardere & Wynne
1601 Elm Street
Suite 3000
Dallas, Texas 75201-4761

56094/56115/56146/GW05
29575/563

EXHIBIT A

A FIELD NOTE DESCRIPTION OF A 2.9805 ACRE TRACT OF LAND, BEING THAT PORTION OF LOT 5, BLOCK 21, ORIGINAL TOWN OF SNYDER, LAYING NORTH OF 30th STREET AND PART OF LOT 6, BLOCK 21, ORIGINAL TOWN OF SNYDER, SCURRY COUNTY, TEXAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CROSS CUT IN CONCRETE BASE OF TRAFFIC SIGNAL IN THE NORTH LINE OF 30th STREET AND EAST LINE OF COLLEGE AVENUE (STATE HIGHWAY 350), AND BEING IN THE WEST LINE OF BLOCK 21, ORIGINAL TOWN OF SNYDER, FOR THE SW CORNER OF THIS TRACT;

THENCE N.0°20'47"E., WITH THE EAST LINE OF COLLEGE AVENUE AND WEST LINE OF BLOCK 21 AND AT 216.00 FEET PASS THE NW CORNER OF LOT 5 AND SW CORNER OF LOT 6, BLOCK 21, IN ALL 331.00 FEET TO A P-K NAIL SET IN CONCRETE AT THE SW CORNER OF A TRACT OF LAND CONVEYED TO HERSHEL HINSHAW BY DEED RECORDED IN VOL. 266, PAGE 21 OF THE DEED RECORDS, FOR A CORNER OF THIS TRACT;

THENCE EAST, WITH THE SOUTH LINE OF SAID HINSHAW TRACT, FOR 150.00 FEET TO A 1/2" IRON ROD SET AT ITS SE CORNER, FOR A CORNER OF THIS TRACT;

THENCE N.0°24'39"E., WITH THE EAST LINE OF THE HINSHAW TRACT, FOR 15.30 FEET TO A 1/2" IRON ROD SET FOR A CORNER OF THIS TRACT;

THENCE N.79°21'38"E., WITH THE NORTH EDGE OF CONCRETE RIP RAP, FOR 134.27 FEET TO A 1/2" IRON ROD SET AT CORNER OF CONCRETE RIP RAP, FOR THE MOST NORTHERLY CORNER OF THIS TRACT;

THENCE S.58°37'13"E., WITH THE NORTHEAST EDGE OF CONCRETE RIP RAP, FOR 114.56 FEET TO A 1/2" IRON ROD SET FOR THE NE CORNER OF THIS TRACT, IN THE EAST LINE OF LOT 6, BLOCK 21;

THENCE S.0°20'47"W., WITH THE EAST LINE OF LOT 6 AND AT 95.44 FEET PASS THE SE CORNER OF LOT 6 AND THE NE CORNER OF LOT 5, CONTINUING WITH THE EAST LINE OF LOT 5, FOR A TOTAL DISTANCE OF 308.44 FEET TO A RAILROAD SPIKE SET IN ASPHALT IN THE NORTH LINE OF 30th STREET, FOR SE CORNER OF THIS TRACT;

THENCE S.89°50'31"W., WITH THE NORTH LINE OF 30th STREET, FOR 210.00 FEET TO A RAILROAD SPIKE SET IN ASPHALT, FOR A CORNER OF THIS TRACT;

THENCE S.0°20'47"W. 2.00 FEET TO A RAILROAD SPIKE SET IN ASPHALT, FOR A CORNER OF THIS TRACT;

THENCE S.89°50'31"W., CONTINUING WITH THE NORTH LINE OF 30th STREET, FOR 170.00 FEET TO THE PLACE OF BEGINNING.

Furr's Store No. 79
2912 College, Snyder, Texas

EXHIBIT B

Supermarket Lease dated December 4, 1985, between Claus and Peter Doelling, and Furr's, Inc.

EXHIBIT C

GARDERE

attorneys and counselors ■ www.gardere.com

Direct 214 999-4187
Direct Fax 214-999-3187
agibson@gardere.com

November 4, 2003

By Federal Express

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

Re *In re Fleming Companies, Inc , et al* , Case No 03-10945 (MFW)
(Jointly Administered)

Dear Official Notice and Claims Agent for the above-referenced Debtors

Per the Order Pursuant to Sections 105(a), 501, 502 and 111(a) of the Bankruptcy Code and Rules 2002(a)(7), 3003(c)(3) and 5005(a) Establishing a Bar Date for Filing Proofs of Claim and Proofs of Interest and Approving Form and Matter of Notice Thereof entered in the above-referenced cases on June 25, 2003, enclosed please find one original and three (3) copies of an amended proof of claim to be filed in the above-referenced case. Please file the original with the papers of the court and return any file-stamped copies to me via the pre-addressed, postage pre-paid envelope enclosed herein.

Please feel free to contact my paralegal, Jennifer Blotcky, at (214) 999-4316 with any questions.

Thank you for your attention to this matter.

Sincerely,



Anders T C Gibson

Enclosures

cc James Pleasant

DALLAS 1337981v1