

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

In Re:)	Chapter 11
)	
FLEMING COMPANIES, INC., <u>et al.</u> ,)	CASE NO. 03-10945 (MFW)
)	(Jointly Administered)
Debtors.)	

**NOTICE OF APPEARANCE AND
REQUEST FOR SERVICE OF PAPERS**

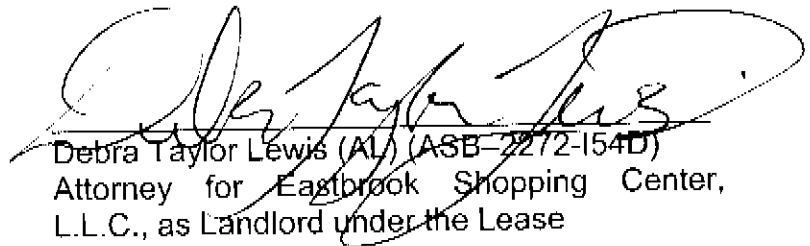
Please take notice that Eastbrook Shopping Center, L.L.C., successor to Eastbrook Shopping Center, Inc., as Landlord under that certain Lease dated March 25, 1977 by and between Eastbrook Shopping Center, Inc., a Delaware corporation and Fleming Companies, Inc., as successor to Hudson-Thompson, Inc., an Alabama Corporation, as Tenant; and Agreement Supplementing the Lease dated October 31, 1977 (jointly the "Lease"); and that certain Fuel Facility Lease and Sublease Agreement by and between Eastbrook Shopping Center, L.L.C., as Landlord, Fleming Companies, Inc., as Tenant and Bakers II, as Subtenant (the "Fuel Facility Lease") hereby requests that all notices given or required to be given in this case and all papers served or required to be served in this case be given to and served upon:

Debra Taylor Lewis
Balch & Bingham, LLP
2 Dexter Avenue (36104)
Post Office Box
Montgomery, Alabama 36101
Telephone (334) 834-6500
Facsimile (334) 269-3115

Please take further notice that this request includes not only the notices and papers to which the Federal Rules of Bankruptcy Procedure refer, but also, without limitation, orders and notices of any application, motion, petition, pleading, request,

complaint, or demand, whether formal or informal, whether written or oral, and whether transmitted or conveyed by mail, courier service, hand deliver, telephone, facsimile transmission, telegraph, telex, or otherwise that (1) affects or seeks to affect in any way any rights or interest of any creditor or party in interest in this case including Eastbrook Shopping Center, L.L.C. with respect to: (a) the debtor; (b) property of the estate or proceeds thereof in which the debtor may claim an interest; or (c) property or proceeds thereof in the possession, custody, or control of others that the debtor may seek to use; or (2) requires or seeks to require any act, delivery of any property, payment or other conduct by Eastbrook Shopping Center, L.L.C.

Dated the 24th day of April, 2003.



Debra Taylor Lewis (AL) (ASB-2272-154D)
Attorney for Eastbrook Shopping Center,
L.L.C., as Landlord under the Lease

OF COUNSEL

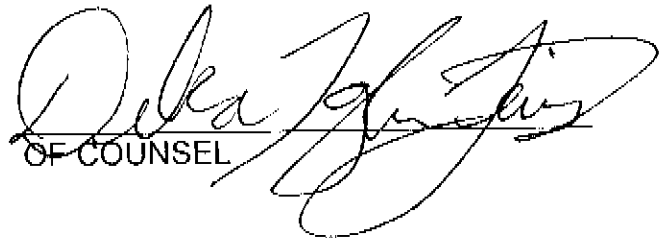
Balch & Bingham, LLP
Post Office Box 78
Montgomery, Alabama 36101
Telephone (334) 834-6500
Facsimile (334) 269-3115

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing pleading upon the following people by placing it in the U.S. mail with first-class postage prepaid on the 24th day of April, 2003.

Laura Davis Jones
Ira D. Kharasch
Scotta E. McFarland
Christopher J. Lhulier
**PACHULSKI, STANG, ZIEHL,
YOUNG JONES & WEINTRAUB P.C.**
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705
(Attorneys for Debtors)

James H. M. Sprayregen, P.C.
Richard L. Wynne
Bennett L. Spiegel
Shirley Cho
Marjon Ghasemi
KIRKLAND & ELLIS
777 South Figueroa Street
Los Angeles, California 90017
(Attorneys for Debtors)


OF COUNSEL