

EXHIBIT B

[RICHTER AFFIDAVIT]

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)
)	(Jointly Administered)
)	
Debtors.)	Hearing Date:
)	Objection Date:

**AFFIDAVIT OF NORMAN E. RICHTER REGARDING ADEQUATE ASSURANCE
SHOWING IN SUPPORT OF ASSIGNMENT OF REAL PROPERTY PRIME LEASE
TO RICHTER FOODS, INC.**

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

The undersigned, being first duly sworn declares as follows:

1. I am the President of Richter Foods, Inc. ("Retailer") which operates a retail grocery store at 600 North Lake Avenue, Twin Lakes, Wisconsin. Unless otherwise stated in this Affidavit, I have personal knowledge of the facts as set forth herein.

2. I submit this Affidavit in support of Fleming's proposed assumption and assignment of the prime lease for the above location (the "Lease") to Retailer. Specifically, I submit this Affidavit as evidence of Retailer's ability to adequately assure the landlord under the Lease of Retailer's capacity to perform its future obligations as tenant under the Lease.

3. It is my understanding that Godfrey Company (a predecessor in interest to Fleming under the Lease) entered into the Lease with George A. Richter and Mildred P. Richter on approximately June 7, 1978. Thereafter (on or prior to August 16, 1990) the underling property affected by the Lease was transferred to Richter Enterprises and the landlord's interest

in the Lease was assigned to Richter Enterprises. On June 7, 1978, the Godfrey Company (Fleming's predecessor) entered into a sublease with Retailer (the "Sublease") and Retailer is currently the subtenant in possession of the premises.

4. I am familiar with the financial condition of Retailer and anticipate that Retailer will have sufficient cash flow to pay the obligations under the Lease as they arise. Retailer operates a profitable business, has a positive net worth and anticipates operating profitably in the future.

5. Retailer also has a demonstrated history of being able to meet its lease obligations. Retailer has timely paid all of its lease obligations under the aforementioned Sublease, and it is current on all outstanding Sublease obligations. Retailer's obligations under the Sublease are equal to or greater than its obligations will be under the Lease.

6. The same management team that has brought success to Retailer will also bring sufficient know-how and business acumen to perform successfully under the Lease. The Retailer will continue to operate the business at the leased premises under the Lease as a retail grocery store. Retailer has taken significant steps to prepare for the assignment of the Lease, including reviewing the Lease, understanding its obligations under the Lease, and ensuring that the terms of the Lease are consistent with Retailer's business needs and financial wherewithal.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 1st day of December, 2003.

Norman E. Richter

Norman E. Richter

Subscribed and Sworn to before me
on December 1, 2003.

Monica B. Skarndt

(SEAL)

Notary Public-State of Wisconsin

Commission Expires 4-8-07