IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	Case No. 03-10945 (MFW)
FLEMING COMPANIES, INC., et al.,	)	(Jointly Administered)
	)	**Related Documents: 815**
Debtors.	)	**Objections Due: May 28, 2003**
		Hearing Date: June 4, 2003 @ 4:00 p.m.

MUIR-RAINBOW LIMITED PARTNERSHIP'S OBJECTION AND STATEMENT OF LEASE CURE AMOUNTS TO NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Muir-Rainbow Limited Partnership, a Minnesota limited partnership, the successor in interest to Muir-Northtown, a Minnesota limited partnership ("Muir-Rainbow"), through its undersigned counsel, submits this Objection and Statement of Lease Cure Amounts in response to the Debtors' Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases ("Notice").

1. Muir-Rainbow and Gateway Foods, Inc., Debtor's successor in interest, entered into that certain Lease Agreement dated September 15, 1989, as amended by a First Amendment to Lease Agreement dated May 14, 1990, and as further amended by Second Amendment to Lease Agreement dated June 6, 1990 (the "Lease"). The Debtor has continued to operate from the Lease premises through the date of this Objection and Statement of Lease Cure Amounts.

2. Consistent with the terms and provisions of the Lease the Debtor is obligated to pay its pro rata share of common area maintenance charges and real estate taxes.

3. The prepetition balance owing Muir-Rainbow by the Debtor under the Lease is as follows:

Property Taxes	$45,070.46
CAM	$10,459.77
Total – Prepetition	$55,530.23

3. The Debtor is current in payment of postpetition rent through May, 2003. The cure costs under the Lease consisting of property taxes and 2002 CAM reconciliation costs totals $55,530.23 not $45,070.46 as shown on the Cure Schedule for Acquired Contracts attached to the Notice. Accordingly, Muir-Rainbow requests that any proposed assignment of the Lease be conditioned upon payment of $55,530.23 at the time of assumption. Muir-Rainbow reserves all rights under the Lease, 11 U.S.C. § 365 and applicable state law respecting any proposed assignment of the Lease.

Dated: May 28, 2003

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **28th** day of **May, 2003,** a copy of the foregoing ***Muir-Rainbow Limited Partnership's Objection and Statement of Lease Cure Amounts to Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases*** was served by facsimile on the following parties:

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