

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

In re: FLEMING COMPANIES, INC., *et al.*, : Chapter 11  
: :  
Debtors. : Case No.: 03-10945 (MFW)  
: :  
: Jointly Administered  
: :  
: **Hearing Date: June 4, 2003**  
: **Hearing Time: 4:00 p.m.**

**SANTA FE SQUARE INCOME INVESTORS LIMITED PARTNERSHIP LIMITED  
OBJECTION TO DEBTORS' NOTICE OF STORE CLOSING SALES AND  
PROCEDURES RELATED THERETO (REF. DOCKET NO.: 972)**

Santa Fe Square Income Investors Limited Partnership [hereinafter Santa Fe] by and through it's undersigned counsel, hereby serves notice of it's limited objection to the Debtors' Notice Of Store Closing Sales And Procedures Related Thereto, [hereinafter the Notice] appearing as Docket No. 972. In support of their objection Santa Fe states as follows:

1. Exhibit A of the Notice identifies locations where the Debtor intends to conduct store-closing sales. Among those location is a location identified as AZ-032(B), Gilbert Road and Southern Avenue, Mesa, AZ.
2. Santa Fe is the owner of record of that non-residential property [hereinafter the Property] and lessor under an April 5, 2001 Shopping Center Lease with the Fleming Companies as lessee, an affiliate of Debtor.<sup>1</sup>

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<sup>1</sup> The Debtors include the following: Fleming Company, Inc., ABCO Food Group, Inc., ABCO Markets, Inc., ABCO Realty Corp., ASI Office Automation, Inc., C/M Products, Inc., Core-Mark International, Inc., Core-Mark Interrelated Companies, Inc., Core-Mark Mid-Continent, Inc., Dunigan Fuels, Inc., Favara Concepts, Ltd., Fleming Foods Management Co., L.L.C., Fleming Foods Of Texas, L.P., Fleming International, Ltd., Fleming

3. Santa Fe's objection is limited to its interest in the afore-described Property.

4. The Notice is deficient in that it fails to describe in any meaningful way what items the Debtor intends to sell. Accordingly, Santa Fe cannot ascertain what efforts are necessary to protect its own personal property situated on the property. These items include refrigerators, cooling equipment, lighting systems and numerous fixtures. Upon information and belief, the Debtor likewise has personal property on the Property that is similar in nature to the personal property of Santa Fe. As a consequence of the lack of description, Santa Fe is unable to ascertain whether its own assets are at risk of sale, inadvertent or otherwise.

5. Debtor has failed to comply with the notice provisions set out in the Court's May 21, 2003 Order Establishing Procedures For The Sale Of Real Estate and Personal Property Located Thereon, See Docket No. 1014. That Order required the Debtor to notify interested parties, including Santa Fe, of relevant terms and conditions of the sales.

6. Notwithstanding this Order, on May 21 and running until May 27, 2003, the Debtor conducted store-closing sales masqueraded as inventory reduction sales. See **Exhibit A**. Evidence of these sales is reflected in **Exhibit A**, being a full-page newspaper ad run in The Arizona Republic. The property described as "Mesa" in **Exhibit A** is the Santa Fe Property. Upon information and belief, the "inventory

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Supermarkets Of Florida, Inc., Fleming Transportation Service, Inc., Food 4 Less Beverage Company, Inc., Fuelserv, Inc., General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc., Minter-Weisman Co., Piggly Wiggly Company, Progressive Realty, Inc., Rainbow Food Group, Inc., Retail

reduction sale" was extended until June 3, 2003 and offered greater price discounts.

7. Under the terms of the lease the Debtor is required to maintain certain common areas. The GOB makes no mention of this obligation or the Debtor's intent to meet this obligation.

8. Under the terms of the lease the Debtor is required to maintain fire and casualty insurance. The GOB makes no mention of this obligation or the Debtor's intent to meet this obligation.

9. Under the terms of the lease the Debtor is required to indemnify and secure public liability insurance. The GOB makes no mention of this obligation or the Debtor's intent to meet this obligation.

10. The Notice is deficient in that it does not attempt to articulate any information pertaining to closing date. As a consequence, Santa Fe is hampered in its ability to re-let the Property.

11. Santa Fe hereby adopts and incorporates the objections of all others filing in response to the Notice.

**[The remainder of this page is left intentionally blank]**

WHEREFORE, Santa Fe respectfully requests that this Court prohibit the Debtor from proceeding with the store closing sale, described in their Notice as a lease AZ-032(B), Gilbert Road and Southern Avenue, Mesa, AZ., until such time as it can remedy the deficiencies.

MARON & MARVEL, P.A.

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Limited Partnership

DATED: June 2, 2003