

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

FLEMING COMPANIES, INC., et al.,

Debtors.

Chapter 11

Case No. 03-10945 (MFW)

**OBJECTION OF VESTCOM INTERNATIONAL, INC. TO DEBTORS' MOTION FOR  
ORDER (A) APPROVING ASSET PURCHASE AGREEMENT WITH C&S  
WHOLESALE GROCERS, INC. AND C&S ACQUISITION LLC, (B) AUTHORIZING  
(I) SALE OF SUBSTANTIALLY ALL OF SELLING DEBTORS' ASSETS RELATING  
TO THE WHOLESALE DISTRIBUTION BUSINESS TO PURCHASER OR ITS  
DESIGNEE(S) OR OTHER SUCCESSFUL BIDDER(S) AT AUCTION, FREE AND  
CLEAR OF ALL LIENS, CLAIMS ENCUMBRANCES AND INTERESTS AND (II)  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS [D.I.  
1906]**

Vestcom International, Inc. ("Vestcom"), by and through undersigned counsel, hereby files this Objection to the Motion of the Debtors for an Order (A) Approving Asset Purchase Agreement ("APA") with C&S Wholesale Grocers, Inc. and C&S Acquisition LLC, (B) Authorizing (I) Sale of Substantially all of Selling Debtors' Assets Relating to the Wholesale Distribution Business to Purchaser or Its Designee(s) or Other Successful Bidder(s) at Auction, Free and Clear of all Liens, Claims, Encumbrances and Interests and (II) Assumption and Assignment of Certain Executory Contracts (the "Motion") filed by Debtors on or about July 11, 2003 and would respectfully show the following in support of its objection:

**BACKGROUND**

1. Vestcom is a creditor and supplier of the Fleming Companies, Inc. ("Fleming" or the "Debtor").
2. Vestcom is listed as a party to a supply agreement (the "Supply Agreement") to be assumed and assigned under the APA under Exhibit G-5, Other Agreements.

3. Vestcom does not have a record of receiving any notice of the Debtors' intent to cure any existing defaults under the Supply Agreement. Vestcom hereby objects to the assumption and assignment of the Supply Agreement or any other agreement between Vestcom and the Debtors to the extent that the Debtors seek to assume and assign any agreement between Vestcom and the Debtors by paying a cure amount less than that which is reflected in Vestcom's books and records.

4. Vestcom reserves the right to amend this objection once it has a better opportunity to determine the exact amount due and owing to Vestcom with regard to any agreement or agreements between Vestcom and the Debtors that the Debtors are proposing to assume and assign.

5. Also, despite Bankruptcy Code § 365(b)(f), Fleming has failed to provide adequate assurance of future performance with respect to the Supply Agreement or any other agreement with Vestcom that the Debtors propose to assume.

WHEREFORE for the reasons set forth above Vestcom respectfully requests that the motion brought by Fleming be denied with respect to the Supply Agreement or any other executory contract of Vestcom unless and until Vestcom's entire cure amount is paid in full and adequate assurance of future performance is provided and for such other and further relief as the court may deem just and proper.

Dated: July 28, 2003

Lowenstein Sandler PC

By: /s/ Sharon L. Levine \_\_\_\_\_

Sharon L. Levine, Esq.

Brian Brennan, Esq.

65 Livingston Avenue

Roseland, NJ 07068

Phone: 973-597-2500

Fax: 973-597-2400

E-mail: [slevine@Lowenstein.com](mailto:slevine@Lowenstein.com)

E-mail: [bbrennan@lowenstein.com](mailto:bbrennan@lowenstein.com)