

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

IN RE:

FLEMING COMPANIES, INC., et al.,

DEBTORS.

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**JOINTLY ADMINISTERED
CASE NO. 03-10945 (MFW)**

**Objection Deadline: July 28, 2003 at 4:00 p.m.
Hearing Date: August 4, 2003 at 11:30 a.m.**

**COMBINED OBJECTION OF IKELBARRY’S, LLC TO CURE AMOUNT
AND TO DEBTORS’ PROPOSED SALE OF ASSETS**

Ikelbarry’s, LLC (“Ikelbarry’s”), by its undersigned counsel hereby objects to the cure amount and to the proposed sale of assets and in support hereof, states:

1. On or about July 11, 2003, Fleming Companies, Inc. and its affiliated debtors (collectively, the “Debtors”) served a certain Notice Re: Potential Assumption of Certain Executory Contracts and Unexpired Leases in Connection With Sale Motion (the “Original Notice”).
2. On or about July 18, 2003, the Debtors served a certain Supplemental Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection With Sale Motion (together with the Original Notice, the “Cure Notices”).
3. Ikelbarry’s subleases from the Debtors a store located at 6600 Stage Road, Bartlett, Tennessee (the “Sublease”). A true and correct copy of the Sublease is attached hereto as Exhibit “A”.
4. In addition, Ikelbarry’s and the Debtors are parties to a certain Facility Standby Agreement (the “FSA”). A true and correct copy of the FSA is attached hereto as Exhibit “B”.
5. Pursuant to the Cure Notices, the Debtors allege that the cure amount related to Ikelbarry’s is \$0, which is incorrect.

6. Pursuant to the Sublease, a rent subsidy due to Ikelbarry's from the Debtors in the amount of \$300,000.00 must be cured or adequate assurance that such rent subsidy will be honored by the assignee must be provided to Ikelbarry.

7. The Debtors are in material default in the performance of their obligations under the FSA.

8. The Debtors' failure to properly perform under the FSA has caused damages to Ikelbarry's. It is difficult to precisely quantify the amount of damages suffered by Ikelbarry's as a result of the Debtors' continuing defaults under the FSA, but Ikelbarry's believes the damages are in excess of \$55,000.00.

9. Moreover, Pursuant to Section 2.1(n) and Schedule 2.1 (n) of the Asset Purchase Agreement between the Debtors and C&S Acquisition LLC, it appears that the Debtors are attempting to sell various promissory notes which were entered into in connection with various Facility Standby Agreements. To the extent a promissory note was entered into in connection with a Facility Standby Agreement, they are part of an integrated transaction. The Debtors should not be permitted to sell the promissory notes without assuming and assigning the corresponding Facility Standby Agreement or without otherwise preserving the particular creditor's claims and defenses under a Facility Standby Agreement to the purchaser's attempts to collect the amounts due under the promissory note.

10. Ikelbarry's reserves and preserves any and all claims and defenses, including without limitation setoff and recoupment, that it may have under the FSA to the collection of any amounts under the corresponding promissory note.

Dated: July 28, 2003
Wilmington, DE

Respectfully submitted,

DUANE MORRIS LLP

/s/Richard W. Riley

Michael R. Lastowski (DE I.D. No. 3892)
Richard W. Riley (DE I.D. No. 4052)
1100 North Market Street, Suite 1200
Wilmington, DE 19801
Telephone: (302) 657-4900
Facsimile: (302) 657-4901
E-mail: mlastowski@duanemorris.com
rwiley@duanemorris.com

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John A. Stemmler, Esquire
BASS, BERRY & SIMS PLC
100 Peabody Place, Suite 900
Memphis, TN 38103
Telephone: (901) 543-5908
Facsimile: (888) 549-2706
E-mail: jstemmler@bassberry.com

Attorneys for Ikelbarry's, LLC