

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

In re:

Fleming Companies, Inc., et al.

Debtors.

Chapter 11

Case No. 03-10945 (MFW)

(Jointly Administered)

OBJECTION TO CURE AMOUNT OF GIBSON GREETINGS, INC.

Now comes Gibson Greetings, Inc. and American Greetings Corp. (collectively, “Respondents”, by and through counsel, and in response to the “Notice Re Potential Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases In Connection With Sale Motion” (the “Contract Notice”) states as follows:

Gibson Greetings, Inc. is presently listed in the cure amount schedule for contract number 1618 in the amount of \$0. The contract description is “American Greetings Cards Contract Milwaukee.” While this description is less than perfectly clear, this response presumes that it refers to the Gibson Greetings, Inc. central billing agreement contract with Fleming. While reserving the question of whether this is an executory contract or not, Gibson Greetings, Inc. notes that the amount resulting from prepetition shipments that is presently outstanding and unpaid under its central billing agreement contract with Flemings, is approximately \$599,193.76. Moreover, the extent that the contract is intended to incorporate the American Greetings Corp. contract (a separate document), that contract has presently outstanding and unpaid obligations as a result of prepetition shipments of \$1,013,748.56 The Gibson Greetings, Inc. and American Greetings Corp obligations specified above are the subject of a separate adversary proceeding, number 03-53346. A copy of relevant materials from the adversary proceeding is attached. The specified obligations do not include funds owed to Gibson Greetings, Inc. or American Greetings Corp. for its direct sales to Fleming, which Respondents do not understand to be at issue in this

“wholesale” business sale. The specified obligations also do not include unearned advances. Respondents reserve their rights as to all of the omitted obligations.

Respondents object to any cap on their cure amounts and reserve the right to supplement this objection and their cure claims. Respondents also reserve their right to make any and all appropriate objections to assignment of their contract[s] when the proposed assignee is finally determined, and to make any necessary amendments or adjustments should it appear that the contract or contracts at issue are other than the contracts discussed above.

Respectfully submitted,

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