

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

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U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re: ) Chapter 11  
) Case No. 03-10945 (MFW)  
) (jointly administered)  
Fleming Companies, Inc., et al. )  
)  
Debtors )

**OBJECTION TO CURE AMOUNT**

On July 22, 2003, the undersigned received a "Supplemental Notice re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion." This notice attached a cure amount schedule which identified a particular lease and contract, and provided that objections to the cure amount must be on file with the court and served by July 28, 2003. The notice also provided that other objections to assumption or assignment, including objections due to lack of adequate assurance of future performance, were not required to be filed at the present time, and only objections to the cure amount are required. The undersigned objects to the stated cure amount of \$0 and attached and incorporated herein as Exhibit A is an itemization of the correct cure amount which states in particularity:

1. The name of the contracting party and lease assignment number.
2. The correct cure amount. Because "cure amount" is not defined, the undersigned has included in the attachment losses arising both out of monetary defaults by debtor and arising out of non-monetary defaults as it is unclear if claims for damages arising out of non-monetary defaults are required to be included in the cure amount.
3. To the extent possible, due to the short notice given, the attachment sets forth the portion of the cure amount that arose pre-petition and the portion that arose post-petition.
4. If available, a copy of the undersigned's contract or lease is attached.

**CONTRACTING PARTY:**

**KENWOOD FOODS, INC.**

By Steven Scignoli  
Steven Scignoli  
Its Authorized Officer/Agent

**EXHIBIT A**

1. Name of Contracting Party: **Kenwood Foods, Inc.**
2. Contract Assignment No.: **2136**
3. Description of Contract: **Facility Standby Agreement**
4. Cure amount for monetary defaults by Debtor:

<u>Nature of the Default</u>	<u>Amount of Pecuniary Loss Which Arose Post-Petition</u>	<u>Amount of Pecuniary Loss Which Arose Pre-Petition</u>
Failure to pay the following rebates:		
• private label	\$ 12,000.00	N/A
• produce	\$ 2,936.00	N/A
Failure to pay incentives arising out of the following fairs:		
• Buyer's fair	\$ 10,824.44	N/A
• PL Buyer's fair	\$ 213.46	N/A
• Meat Buyer's fair	\$ 4,739.00	N/A
• Speciality Foods Buyer's fair	\$ 1,692.00	N/A
Refunds due for merchandise billed and paid for but not received (merchandise on hold)	\$ 6,423.00	N/A
Reimbursement due for delivery costs advanced to Mehmert Equipment	\$0.00	\$ 8,000.00
Failure to refund overpayment on equipment purchased pre-petition but delivered post-petition	\$ 99,200.00	N/A
Sums advanced by Kenwood and due from Fleming for Deli Hood Rotisserie Hood & tax	<u>\$ 19,610.00</u>	N/A
Reimbursement due for costs of construction advanced by Kenwood following bankruptcy (Kastner Construction)		<u>\$ 4,700.00</u>
<b>TOTAL</b>	<b>\$157,637.90</b>	<b>\$12,700.00</b>

5. Cure amount resulting from non-monetary defaults by debtor:

<u>Nature of the Loss</u>	<u>Amount of Pecuniary Loss Which Arose Post-Petition</u>	<u>Amount of Pecuniary Loss Which Arose Pre-Petition</u>
Lost gross profit from lost sales	\$10,011.00	N/A
Lost benefit of teamwork score	\$323.74	N/A
Freight	\$541.60	N/A
Lost product contract	\$3,385.00	N/A
Costs of advertising product which was unavailable	\$17,558.00	N/A
Additional payroll	\$10,000.00 <u>(estimate)</u>	N/A
<b>TOTAL</b>	<b>\$41,819.34</b>	

6. If available, a true and correct copy of the applicable contract is attached.

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