

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
Fleming Companies, et al.,	)	
	)	Case No. 03-10945 (MFW)
Debtors.	)	(Jointly Administered)
		Related to Docket Nos. 2002, 2034

FILED  
 2003  
 JUL 11  
 10:00 AM  
 DISTRICT COURT  
 DELEWARE

**OBJECTION OF MCKESSON CORPORATION  
TO ASSUMPTION AND ASSIGNMENT OF RENTAL AGREEMENT**

McKesson Corporation ("McKesson") hereby objects to the Debtors' proposed assumption and assignment of a rental agreement inadequately described in the Notice re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion dated July 11, 2003 (the "Assumption Notice"). In support of its objection, McKesson states that (a) it is not party to a rental agreement with the Selling Debtors (as defined below); (b) the Assumption Notice does not provide information sufficient to identify the rental agreement that the Selling Debtors propose to assume and assign; and (c) McKesson consequently cannot determine whether it objects to such assumption and assignment, or whether the Cure Amount stated in the Assumption Notice is correct. In further support of its objection, McKesson states as follows:

1. The Debtors commenced these cases on April 1, 2003 (the "Petition Date").
2. On and after the Petition Date, McKesson supplied pharmaceutical products to, and was party to certain rental agreements with, Debtors that operated certain Rainbow Foods, Rainbow Pharmacy and Food 4 Less stores.

3. On July 7 and 11, 2003, certain of the Debtors (the "Selling Debtors") filed motions (together, the "Sale Motions") seeking, respectively, (a) approval of bidding procedures, assignment of contracts and leases and related procedures in connection with the proposed sale of the Debtors' wholesale distribution business and (b) authority to sell substantially all assets constituting the Debtors' "wholesale distribution business" to C&S Wholesale Grocers, Inc. and C&S Acquisition LLC.

4. Pursuant to the Sale Motions, the Debtors caused the Cure Notice to be delivered to McKesson, together with a schedule identifying a "contract assignment" number of 1586, naming McKesson Pharmacy Systems (MPS) as the contracting party, stating the cure amount as \$0.00 and describing the subject contract as a "rental agreement." No other identifying information was provided.

5. McKesson does not believe that it is a party to any rental agreement with any of the Selling Debtors related to the Debtors' wholesale distribution business.

6. If the Selling Debtors propose to assume and assign a rental agreement related to the Rainbow or Food 4 Less stores, insufficient information was provided in the Assumption Notice to identify which rental agreement the Debtors are proposing to assume and assign. (McKesson therefore is unable to comply with the Assumption Notice's requirement that it submit a copy of the applicable agreement with this objection.)

7. McKesson consequently cannot determine whether it has grounds to object to the proposed assumption and assignment, or whether the Cure Amount stated in the Assumption Notice is correct. There are pre- and post-petition arrears in most or all

of the rental agreements between McKesson and the applicable Debtors; it thus appears likely that the Cure Amount is incorrect.

WHEREFORE, McKesson requests that the Court

1. Deny the Debtors' request to assume and assign the rental agreement identified in the Assumption Notice; or, in the alternative
2. Require the Debtors (a) to provide sufficient information to enable McKesson to identify the rental agreement, decide whether it objects to the assumption and assignment of such agreement and determine the Cure Amount, if any, pertaining to the agreement and (b) to allow McKesson sufficient time to respond after such information is provided; and
3. Grant such other and further relief in favor of McKesson as may appear just.

Dated: July 28, 2003  
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL



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