

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

In re:	)	Chapter 11
	)	
FLEMING COMPANIES, INC.,	)	Case No. 03-10945 (MFW)
<i>et al.</i> ,	)	(Jointly Administered)
	)	
Debtors.	)	Hearing Date: August 4, 2003 at 11:30 a.m.
	)	Objection Deadline: July 28, 2003 at 4:00 p.m.

**SUPPLEMENTAL OBJECTION OF MAL ENTERPRISES, 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]**

MAL Enterprises, Inc. ("MAL Enterprises"), by and through undersigned counsel, hereby files this objection to the motion of the Debtors for an 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 (the "Motion") [D.I. No. 1906] and in support thereof, respectfully states as follows:

MAL Enterprises, Inc. (“MAL Enterprises”) files this Supplemental Objection to the captioned Motion (the “Motion”) as a supplement to its prior objection filed under Docket No. 2121 on July 24, 2003 and would respectfully show the Court the following:

**Objection to Cure Amount**

1. MAL Enterprises specifically objects to the cure amount listed in the proposed form of order approving the Motion for its Facility Standby Agreement (“FSA”) because Debtors listed the cure amount as \$0. Without waiving any of its rights to assert any other actual, liquidated and direct damages related to the FSA, MAL Enterprises asserts that it has, thus far, suffered actual and direct damages as a proximate result of Debtor’s pre- and post-petition default under the FSA of \$223,508.00 relating to 19 of the 20 stores operated by MAL Enterprises.

2. None of these damages are consequential or related to a setoff claim but are instead direct and actual damages resulting from Debtor’s default under the FSA. These damages relate to specific and detailed expenses associated with MAL Enterprises having to obtain supplies, goods and merchandise for its retail grocery stores from a source or sources other than Fleming including, without limitation, retagging, increased transportation costs, ordering, unloading, obtaining additional trade terms, additional labor and legal fees.

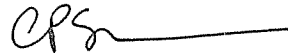
3. Fleming’s notice to MAL Enterprises associated with the FSA related to Contract Assignment No. 5095 and Contract Assignment No. 2009.

WHEREFORE, for the additional reasons set forth in this Supplement to its Objection, MAL Enterprises, Inc. respectfully requests that the Motion brought by Fleming be denied, as proposed, and that the Court grant MAL Enterprises such other and further relief as the Court may determine to be just and equitable under the circumstances.

DATED: August 6, 2003  
Wilmington, Delaware

THE BAYARD FIRM

By:



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