

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

Re: Fleming Companies, Inc., et al.
Debtors

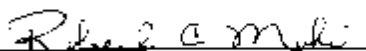
Chapter 11
Case No.: 03-10945 (MFW)
(Jointly Administered)

**ADDITIONAL OBJECTION TO THE INITIAL ASSIGNMENT LIST
BY LAKEHEAD OIL COMPANY, INC.**

The Facility Standby Agreement of Lakehead Oil Company, Inc. cannot be sold because it is part of an integrated executory contract. A debtors rights under an executory contract cannot be sold unless and until the contract is assumed and assigned. *In re Access Beyond Technologies, Inc.*, 232 B.R. 32, 47 (Bankr. D. Del. 1999) (sale of a debtor's asset will not include any contract that is executory unless the debtor first assumes the contract). Cure claim disputes must be decided in the context of actual proceedings between the Debtor and a counterparty to an PSA and, as a result, cannot be determined at this time without considering the entire set of integrated documents between Fleming Companies, Inc. and Lakehead Oil Company, Inc.

Dated this 11th day of August, 2003

MAKI & OVEROM, CHARTERED


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