

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

|  |   |                                |
|--|---|--------------------------------|
| <b>In re:</b>                          | ) |                                |
|  | ) | <b>Chapter 11</b>              |
| <b>FLEMING COMPANIES, INC., et al.</b> | ) |                                |
|  | ) | <b>Case No. 03-10945 (MFW)</b> |
| <b>Debtors.</b>                        | ) |                                |
|  | ) | <b>(Jointly Administered)</b>  |
|  | ) |                                |
|  | ) |                                |
|  | ) |                                |

**OBJECTION OF ST. CLAIR PLAZA FOODS, INC. TO ASSIGNMENT OF CONTRACT**

COMES NOW, St. Clair Plaza Foods, Inc., (“St. Clair”), by and through the undersigned counsel and for its Objection to the Motion of Fleming Companies, Inc., et al. (“Fleming”) to assign various executory contracts to AWG Acquisition, LLC (“AWG”) states to the Court as follows:

1. St. Clair Plaza Foods, Inc. is a Missouri corporation doing business as St. Clair IGA.
2. On or about September 6, 2001, St. Clair and Fleming entered into a Facility Standby Agreement. A copy of the Facility Standby Agreement is attached hereto as Exhibit A and incorporated herein as if more fully set forth.
3. Pursuant to the terms of the Facility Standby Agreement, Fleming agreed to provide St. Clair food, grocery and related products for sale in St. Clair’s retail operations.
4. Fleming is in default under the terms of the Facility Standby Agreement. Fleming has failed to maintain sufficient capital, employees, inventory, equipment and facilities sufficient to supply products to St. Clair as required under paragraph 1 of the Facility Standby Agreement. These defaults are historical defaults, which cannot be cured.

5. Fleming has not provided St. Clair with adequate assurance of its ability to provide future performance under the terms of the Facility Standby Agreement. As a result, Fleming cannot assume an assignment of the Agreement pursuant to 11 U.S.C. §365(b).

6. The Facility Standby Agreement is a personal service contract which cannot be assigned without the consent of St. Clair.

WHEREFORE, St. Clair requests this Court make and enter its Order denying Fleming's request that the Facility Standby Agreement be assigned to AWG Acquisition, LLC and for such other and further as the Court deems just and proper.

Dated: August 11, 2003

ELZUFON AUSTIN REARDON  
TARLOV & MONDELL, P.A.

*/s/ Charles J. Brown, III*

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and

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ATTORNEYS FOR CREDITOR  
ST. CLAIR PLAZA FOODS, INC.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by facsimile this 11th day of August, 2003, to:

Fleming Companies, Inc.  
Attention: Contracts Department  
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