

IN THE UNITED STATE BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

OBJECTION TO ASSIGNMENT

COMES NOW Rhodes Grocery, Inc., a Kansas corporation, and Rhodes Grocery of Missouri, Inc., a Missouri corporation, and advise the United States Bankruptcy Court for the District of Delaware and the Notice Parties of their objections to the assignment of the certain assets, including Facility Standby Agreements and Sublease Agreements for grocery store facilities, without assurance that any proposed assignee will honor the provisions thereof with respect to the sale of product at certain levels and the waiver of debt service payments pursuant to said Facility Standby Agreements with the Debtor, and with respect to the subsidy of rent due under leases for facilities subleased from the Debtor pursuant to said Sublease Agreements, namely the following:

	<u>Contract Assignment No.</u>	<u>Description</u>
1.	4612	Facility Standby Agreement between Fleming Companies, Inc. and Rhodes Grocery, Inc. with respect to Rhodes Grocery, Inc.’s Ron’s IGA Store in Parsons, Kansas;
2.	4613	Facility Standby Agreement between Fleming Companies, Inc. and Rhodes Grocery, Inc. with respect to Rhodes Grocery, Inc.’s Ron’s IGA Store in Chanute, Kansas;
3.	4871	Facility Standby Agreement between Fleming Companies, Inc. and Rhodes Grocery, Inc. with respect to Rhodes Grocery, Inc.’s Ron’s IGA Store in Pittsburg, Kansas;

2008, at November 30 of each year, based upon the purchase of certain pre-determined levels of product, which Debtor has heretofore honored, that Rhodes Grocery, Inc. has continued to endeavor to purchase such amounts, but Debtor has wholly failed to deliver product and otherwise meet its obligations pursuant to the Facility Standby Agreements.

Further, that Rhodes Grocery of Missouri, Inc. has Sublease Agreements with Debtor for its grocery stores in Branson and Hollister, Missouri, each of which contemplates and requires that Debtor, as sublessor, subsidize the rent due pursuant to the underlying leases, which lease payments Debtor heretofore has continued to make on a timely basis.

Respectfully submitted,

Rhodes Grocery, Inc.

By _____
Ronald L. Rhodes, President

Rhodes Grocery of Missouri, Inc.

By _____
Ronald L. Rhodes, President

WHEELER & MITCHELSON, CHARTERED

By: _____
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Attorneys for Rhodes Grocery, Inc. and
Rhodes Grocery of Missouri, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he sent via facsimile a true copy of the above and foregoing Objection to Assignment to:

United States Bankruptcy Court
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on this 11th day of August, 2003.

Attorneys for Rhodes Grocery, Inc. and
Rhodes Grocery of Missouri, Inc.