

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

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

**OBJECTION TO ASSUMPTION AND ASSIGNMENT  
BY GREEN COUNTRY FOOD MARKET, INC.,  
GREEN COUNTRY FOOD MARKET #4, INC., AND  
GREEN COUNTRY FOOD MARKET #6, INC.**

COME NOW Green Country Food Market, Inc., Green Country Food Market #3, Inc., Green Country Food Market #4, Inc., and Green Country Food Market #6, Inc., and object to the proposed Assumption and Assignment of FSA's between Debtors, on the one hand, and Green Country Food Market, Inc., Green Country Food Market #4, Inc., and Green Country Food Market #6, Inc., for the following reasons and upon the following grounds:

1. That insofar as it pertains to Green Country Food Market #4, Inc., and Green Country Food Market #6, Inc., there can be no future performance of the FSA's referenced in the Notice, as the indebtedness between those entities and Fleming terminated and was written off by Fleming prior to the filing of the Bankruptcy Petition in this case. Therefore, there is no possibility of future performance under those FSA's.

2. That in regard to Green Country Food Market, Inc., future performance under that Agreement will be impossible given the fact that AWG will require some fee from Green Country to be a member of AWG, whereas in the past, no fee has been required for Green Country Food Market, Inc., to receive its grocery products from Debtors.

3. Secondly, Green Country Food Market, Inc., has a promissory note with Debtors which, it understands, has been assigned to C&S. Should this Assumption and Assignment of this FSA be made to AWG, Green Country Food Market, Inc., will be in the position of having both

AWG and C&S make demand upon Green Country to buy its grocery products from each entity, respectively, placing Green Country in an untenable economic situation.

4. Finally, AWG has not provided any assurance that it will continue the advertising program initiated by Debtors with Green Country Food Market, Inc., which is subject to the FSA proposed to be assumed and assigned herein, along with the many other programs associated with Debtors' relationship with Green Country Food Market, Inc.

5. As a consequence of Debtor's failure to perform under the FSA with Green Country Food Market, Inc., the Brissa, Inc., grocery store, another entity which has a substantial Cure Amount, was forced to close on this date. This will create further indebtedness for which Debtor is liable in excess of \$150,000.00. Debtor is further liable in excess of \$50,000.00 on the store lease.

WHEREFORE, for the reasons stated above, Green Country Food Market, Inc., Green Country Food Market #4, Inc., and Green Country Food Market #6, Inc., object to the proposed Assumption and Assignment noticed herein.



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MARKET #3, INC., GREEN COUNTRY FOOD  
MARKET #4, INC., AND GREEN COUNTRY  
FOOD MARKET #6, INC.

**CERTIFICATE OF MAILING**

I hereby certify that on this 8 day of AUGUST, 2003, a true and correct copy of the above and foregoing instrument was mailed, via United States mail, postage prepaid, to:

United States Bankruptcy Court  
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