

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:
Fleming Companies, Inc. et al.

Debtors.

In Proceedings Under Chapter 11
Case No. 03-10945(MFW)
(Jointly Administered)

Objection Deadline: September 25, 2003, 4:00 p.m.
Hearing Date: October 2, 2003 at 2:00 p.m.

**L & L FOOD CENTER, INC. AND LEVANDOWSKI, LLC'S
OBJECTION TO MOTION FOR ORDER ESTABLISHING AMOUNT OF ADEQUATE
PROTECTION RESERVE PURSUANT TO THE SALE ORDER**

L & L Food Center, Inc. ("L & L") and Levandowski, LLC ("Levandowski"), appearing through their counsel, Foster Zack & Lowe, P.C., and local counsel Murphy Spadoro & Landon, state in support of their Objection to Motion for Order Establishing Amount of Adequate Protection Reserve Pursuant to the Sale Order :

1. Admit.
2. Admit.
3. Admit.
4. Admit.
5. Admit.
6. Neither admit nor deny. Creditors L & L and Levandowski lack sufficient knowledge or information on which to form a belief as to the truth of the allegation.
7. Admit.
8. Admit.
9. The content of the Sale Order speaks for itself.
10. Deny that Exhibit A attached to Debtors' motion identifies the correct amount of Offset Rights for objecting Creditors L & L and Levandowski for the reason that L & L and Levandowski have offset rights (including the right of recoupment) in the total amount of \$342,853.32. The basis for this claim is set forth in Exhibit 1 attached hereto. This claim was also included in L & L and Levandowski's timely objections to the Cure Amount set forth in Debtors' Notice of Assumption and Assignment of Executory Contracts to Supervalu, Inc. Further, L & L and Levandowski assert that they

are counter-parties to an FSA agreement that is currently in limbo. The referenced FSA was slated for Assumption and Assignment to Supervalu, Inc., but no action has been taken to date and Supervalu, Inc. has informed L & L and Levandowski that their FSA Agreement will be rejected.

11. Neither admit nor deny. Creditors L & L and Levandowski lack sufficient knowledge or information on which to form a belief as to the truth of the allegation.

12. Deny the conclusion set forth in Debtors' paragraph 12. L & L and Levandowski reassert their objection to the amount identified in Debtors' Exhibit A for the reason that Exhibit A shows no balance due next to these two Creditors' names, while they are in fact due an offset, by means of recoupment, in the amount of \$342,853.32.

13. Deny that the Maximum Dollar Value of Offset Rights is set forth in Debtors' Exhibit A for the reasons set forth above.

14. Neither admit nor deny. Creditors L & L and Levandowski lack sufficient knowledge or information on which to form a belief as to the truth of the allegation.

15. Deny that the maximum amount of any Offset Rights are less than \$35 million for the reasons set forth in paragraph 10 above.

Relief Requested

16. L & L and Levandowski request the Court deny Debtors' proposed Order setting forth the Maximum Dollar Value of Offset Rights shown on Debtors' Exhibit A to its motion. L & L and Levandowski further request the Court set the dollar value of the L & L and Levandowski combined offset rights at \$342,853.32.

Basis for Relief Requested

17. L & L and Levandowski have valid Offset Rights (including the right to recoupment) that are not recognized by Debtors on their Exhibit A. The value of L & L and Levandowski's combined Offset Rights is \$342,853.32. Reducing the Fixed Component Reserve as requested by Debtors will result in a lack of adequate protection for L & L and Levandowski. A continued requirement to hold the additional funds in the Fixed Component Reserve will provide adequate protection to Creditors L & L and Levandowski.

Wherefore L&L and Levandowski respectfully request that the Court deny Debtors' Motion as presented or, in the alternative, require the Debtors to establish the offset amount for L & L and Levandowski in Debtors' Exhibit A at \$342,853.32, and increase the proposed amount to remain in the Fixed Component Reserve to equal the maximum total of all undisputed Offset rights, plus the aggregate amounts of all disputed Offset Rights as set forth in timely filed objections to Debtors' Motion that is now before the Court, and grant such further relief as this Court deems appropriate.

Respectfully submitted,

Dated: September 24, 2003

/s/ Chase T. Brockstedt

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and

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