EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: FLEMING COMPANIES, INC., et al. Debtors.	Chapter 11 Case No. 03-10945 (MFW) (Jointly Administered) **Related Docket Item # 1984** **Hearing: 8/4/03 @ 11:30 a.m.** **Objections Due: 7/28/03 @ 4:00 p.m.**

OBJECTION OF INVERSIONES RAMIRO, S.A. TO THE "CURE AMOUNTS" AND PROPOSED ASSIGNMENT

COMES NOW Inversiones Ramiro, S.A., a Panama corporation registered to do business in the State of California, ("Inversiones") acting through its undersigned counsel and hereby objects to the "Cure Amount" listed in the Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases ("Notice") filed herein, and more specifically identified as Contract Assignment No. 6721 on page 54 of 121 pages of the Cure Amount Schedule (Part 3, filed 7/17/2003) and respectfully states the following in support of its objection:

1. Inversiones is the landlord and Debtor is the tenant under a lease dated as of July 31, 1973, (hereinafter the "Lease") for the premises located at 6419 Riverside Blvd, Sacramento, CA 95831.

2. A proposed assignee has not been designated, and Inversiones reserves all of its objections to assumption and assignment of the Lease pertaining to a particular proposed assignee.

3. Subject to paragraph 2 above, Inversiones objects to the scheduled "cure amount." According to Inversiones records, the Debtor remains indebted to Inversiones under the Lease in an aggregate amount not less than $174,732 calculated as follows:

(i.)	CAM charges due for period ending 2nd Qtr 2002	$55,281.30
(ii.)	CAM charges due for period ending 2nd Qtr 2003	$42,434.59
(iii.)	Monthly rent due for July 2003	$2,585.80
(iv.)	Est. Annual Percentage Rent for period ending 6/30/03 ..	$71,000.00
(v.)	Post petition attorneys fees through 6/30/03	$3,430.98
(vi.)	**Total**	**$174,732.67**

4. In the event the Debtor does not timely pay the Annual Percentage Rent and CAM charges, Inversiones reserves the right to assert any resulting interest and penalties as additional cure costs.

5. Inversiones further contends that the Debtor has not complied with its obligation under the Lease adequately to insure the Premises and reserves the right to assert an additional cure obligation in connection therewith.

6. Inversiones is not aware of any other or further consequential damages at this time, but reserves the right to claim such damages as they become known.

7. Attached hereto as Exhibit A are copies of the Lease and other material supporting this Objection.

DATED: July 24, 2003

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