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**Attorneys for Lessor, STANLEY BLACK AND JOYCE
BLACK, Husband and Wife as individuals; A&R
MANAGEMENT AND DEVELOPMENT CO., NO. 1,
L.P., a California limited general partnership, K
ASSOCIATES, a California general partnership,
STEVEN L. KAPLAN, BONNIE L. FEIN, MICHAEL
B. KAPLAN, and WEST VERNON LLC, a California
limited liability company,**

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

In reply to:

FLEMING COMPANIES, INC., et al.,

Debtors.

Chapter 11

Case No. 03-10945(MFW)
(Jointly Administered)

**OBJECTION OF LESSOR TO NOTICE OF
SALE OF RESIDUAL ASSETS (PHASE IV)**

HEARING DATE: NOVEMBER 25, 2003, 9:30 A.M
OBJECTION DATE: NOVEMBER 12, 2003

Lessor Stanley Black and Joyce Black, husband and wife as individuals, A&R Management and Development Co., No. 1, L.P., a California limited general partnership, K Associates, a California general partnership, Steven L. Kaplan, Bonnie L. Fein, Michael B. Kaplan, and West Vernon LLC, a California limited liability company (collectively "Lessor") respectfully object to the Notice of Sale of Residual Assets (Phase IV) (the "Notice").

Lessor is the landlord of that certain nonresidential real property lease agreement dated March 9, 1977, as modified by the Amendment Number One to Lease (Lease Extension Agreement), dated October 21, 1996, and the Amendment Number Two to Lease (Lease Extension Agreement) dated January 1, 2002 (collectively the "Lease"), concerning the real property located at 2311 East

48th Street, Vernon, California (the "Vernon Property"). Debtor Core-Mark International, Inc., a Delaware corporation ("Debtor"), is the lessee under the terms of the Lease.

To the best of Lessor's knowledge, the Lease has neither been assumed nor rejected to date. In fact, pursuant to The Debtors' Second Motion Pursuant To Section 365(D)(4) Of The Bankruptcy Code For Entry Of An Order Extending Time To Assume, Assume And Assign, Or Reject Unexpired Leases Of Non-Residential Property dated September 26, 2003, the deadline to assume, assume and assign, or reject the Lease was extended to March 31, 2004.

As a result, Lessor was quite surprised when it received the Notice on November 11, 2003, the day before the deadline to file any opposition to the Notice. According to the Notice, the Debtor purports to sell certain furniture, removable fixtures, and equipment (the "Personal Property") that is not itemized, but apparently is located at the Vernon Property. However, the Notice raises numerous questions that are left unanswered such as the following:

- On what basis could the Personal Property being sold when the Lease has not yet been assumed or rejected;
- Does the Notice support to obviate the requirement that Lessor be provided notice of any rejection of the Lease, found in Bankruptcy Code §365(a)?;
- Has the Lessee ceased operating from the Vernon Property, and if so, when did it cease operating?;
- Which fixtures are "removable fixtures" pursuant to the terms of the Notice, and which fixtures are not so characterized?;
- How will the Lessor be entitled to protect its interest in the fixtures located at the Vernon Property, to which it is entitled as a matter of state law under California Civil Code §§ 658 and 660?;
- What protections, if any, will the Lessor be given to make sure that the Personal Property is properly removed from the Vernon Property?;
- Will the Lessee's bankruptcy estate indemnify Lessor for any damages that may be incurred in connection with the removal the Personal Property?;

- Will the Lessee's bankruptcy estate provide a cash bond to the Lessor to cover any damages that may be incurred in connection with the removal of the Personal Property, and if so, in what amount?;
- From where will the Personal Property be sold? If the Debtor believes that it will be selling the Personal Property from the Vernon Property, does it have the requisite authority from the Lessor to do so, and can it provide such authority to the Lessor?
- How much notice will Landlord be given prior to the removal of any Personal Property from the Vernon Property, to allow the Landlord sufficient time to safeguard the Vernon Property?;

Until all of these questions are properly resolved and the Debtor properly cooperates with the Lessor and communicate its intentions, the Debtor's request for authorization to sell any of the Personal Property should be denied.

DATED: November 12, 2003

REIN EVANS & SESTANOVICH LLP

By: _____



KENNETH MILLER

Attorneys for Lessor