

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

<b>In re:</b>	)	
	)	<b>Chapter 11</b>
<b>FLEMING COMPANIES, INC., et al.</b>	)	
	)	<b>Case No. 03 – 10945 (MFW)</b>
<b>Debtors.</b>	)	
	)	
	)	<b>JOINTLY ADMINISTERED</b>
	)	
	)	

Objection Deadline: December 29, 2003 at 5:00p.m.  
Hearing Date: January 5, 2004 at 2:00 p.m.

**LIMITED OBJECTION OF BRADLEY OPERATING LIMITED PARTNERSHIP  
TO DEBTORS’ MOTION FOR ORDER PURSUANT TO SECTION 365(a) OF THE  
BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO REJECT CERTAIN  
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY, PERSONAL  
PROPERTY LEASES AND EXECUTORY CONTRACTS IN CONNECTION WITH  
SALE ORDER AND PURSUANT TO C&S OPTION NOTICES DATED DECEMBER 10,  
2003, INCLUDING, AMONG OTHERS, A REAL PROPERTY SUBLEASE WITH  
ALBRECHT FOODS, INC. (JANUARY 5 HEARING)**

Bradley Operating Limited Partnership (including Bradley Real Estate, Inc.) (“Bradley”), by and through its undersigned counsel and pursuant to 11 U.S.C. §365(d)(3), hereby objects to the Debtors’ Motion for Order Pursuant to Section 365(a) of the Bankruptcy Code Authorizing the Debtors to Reject Certain Unexpired Leases of Nonresidential Real Property, Personal Property Leases and Executory Contracts in Connection with Sale Order and Pursuant to C&S Option Notices Dated December 10, 2003, Including, Among Others, a Real Property Sublease with Albrecht Foods, Inc. (the “Motion”) and in support thereof, Bradley respectfully states as follows:

1. On April 1, 2003 (the “Petition Date”), Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code. The Court subsequently entered an order directing the procedural consolidation and joint administration of Debtors’ Chapter 11

cases. Debtors have continued to operate their businesses as debtors-in-possession under 11 U.S.C. §§ 1107(a) and 1108.

2. Bradley is a lessor of certain retail shopping center spaces as to which one or more of the Debtors is the lessee. To date, Debtors have rejected certain of Bradley's shopping center leases and have assumed and assigned others.

3. In the Motion, the Debtors seek an Order rejecting two of their leases of nonresidential real property with Bradley. Specifically, the Debtors seek to reject lease number WI-135, contract number 6414 (the "Park Plaza Lease") and lease number WI-902, contract number 6415 (the "Oak Creek Lease") (collectively the "Leases").

4. Paragraph 9 of the Debtors' Motion states, in relevant part, "[to the extent the Debtors have any personal property at any of the real property locations included in the Rejected Contracts, the Debtors either will promptly remove such property on or before December 31, 2003, or, in the alternative, abandon such property as de minimis assets to the landlords of such Rejected Contracts."

5. Pursuant to 11 U.S.C. § 365(d)(3), the Debtors are required to timely perform all obligations under the Park Plaza Lease and the Oak Creek Lease from and after the order for relief until these Leases have been assumed or rejected.

6. Pursuant to § 6 of each of the Leases, the Debtors are required to keep the leased premises "in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about" the leased premises and to "cause the commercial removal of all garbage and refuse" at the Debtors' sole cost and expense.

7. Bradley objects to the Debtors' Motion to the extent that the Debtors seek to abandon any property, including, but not limited to, any inventory, leave any "garbage, rubbish,

refuse or dirt of any kind” in or on the nonresidential real property subject to the Leases, fail to “cause the commercial removal of all garbage and refuse”, or fail to meet any other obligations under the Leases prior to the rejection.

8. Bradley further objects to the Debtors’ Motion to the extent that it creates any potential obligation requiring Bradley to remove, store, maintain or otherwise safe-keep any property, including, but not limited to, all property in which third parties may have an interest which the Debtors abandon in or on the real property subject to the Leases.

WHEREFORE, Bradley respectfully requests that this Court enter an order (a) requiring the Debtors to meet all of their obligations under the Leases prior to any rejection, including, but not limited to, cleaning and removing all “garbage, rubbish, refuse or dirt of any kind” from the nonresidential real property subject to the Leases, requiring the Debtors to satisfy all other obligations under the Leases prior to any rejection of the Leases, and stating that Bradley has no obligation to remove, store, maintain or otherwise safe-keep any property left on the property subject to the Leases after any rejection and (b) granting such other and further relief as this Court deems just.

DATED: December 29, 2003

Respectfully submitted,

ROSS & HARDIES

/s/Richard J. Mason

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