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)
	§	
Debtors	§	**Hearing Date August 19, 2003 at 11 30 a m**
	§	**Objection Deadline August 12, 2003 at 4 00 p m**

MOTION OF RESOURCES FOR LIVING, LTD FOR ALLOWANCE AND PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM AND TO COMPEL ASSUMPTION OR REJECTION OF EXECUTORY CONTRACT

Resources for Living, Ltd ("Resources) acting through its undersigned counsel, hereby moves the Court by this motion (the "Motion") for entry of an order allowing an administrative expense claim in the amount of not less than $76,304 00 against Fleming Companies, Inc ("Fleming") one of the debtors ("Debtors") in the above referenced bankruptcy cases, and directing immediate payment of the claim In support of its Motion, Resources respectfully states as follows

JURISDICTION

1 This Court has jurisdiction over this Motion under 28 U S C § 1334 This matter is a core proceeding within the meaning of 28 U S C §§ 157(b)(2)(A) and (O) Venue is proper before this Court under 28 U S C §§ 1408 and 1409

2 The statutory basis for relief sought herein is set forth in §§ 105, 365, 503(b) and 507(a)(1) of Title 11 of the United States Code (the "Bankruptcy Code")

3 On April 1, 2003, (the "Petition Date"), the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code No trustee, examiner or committee has been appointed in these cases

FILED
JUL 3 1 2003

Fleming Companies Claim
13579

7-21-03

4 By order entered on or about April 3, 2003, the Court consolidated the Debtors' cases for administrative purposes only

BACKGROUND

5 Prior to the Petition Date, on or about September 17, 2002, Resources and Fleming entered into a "Resources for Living Agreement for Services" ("Pre-petition Agreement") A true and correct copy of the Pre-petition Agreement is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes

6 Pursuant to the Pre-petition Agreement, the parties contracted for Resources to provide to Fleming telephonic counseling services for Fleming employees The term of the Pre-petition Agreement is through December 31, 2004 Resources provided services to Fleming pre-petition, and continues to provide services to Fleming and its employees post-petition

7 The Debtors have failed to pay Resources for the post-petition services provided as required by the terms of the Pre-petition Agreement

BASIS FOR RELIEF

8 Section 503(b)(1)(A) of the Bankruptcy Code provides for the allowance of administrative expenses, including "the actual necessary costs and expenses of preserving the estate, including wages, salaries, or commissions for services rendered after the commencement of the case " Administrative expenses are entitled to a first priority distribution pursuant to § 507(a)(1) of the Bankruptcy Code

9 Generally speaking, in order for an obligation to qualify as an actual and necessary administrative expense, the obligation (1) must have arisen from a transaction with the estate and (2) must have benefited the estate in some demonstrable way In re Megafood Stores, Inc 163 F 3d 1063 (9th Cir 1998), In re White Motor Corp , 831 F 2d 106 (6th Cir 1987)

10 With respect to post-petition obligations incurred by a debtor, the Supreme Court has held that

> If the debtor in possession elects to continue to receive benefits from the other party to an executory contract pending a decision to reject or assume the contract, the debtor in possession is obligated to pay for the reasonable value of those services, which, depending on the circumstance of a particular contract, may be what is specified in the contract

National Labor Relations, Bd v Bildisco and Bildisco, 465 U S 513, 531 (1984) All of the expenses which are the subject of this Motion arose from post-petition services provided by Resources to Fleming

11 It is clear that as a non-debtor party, Resources is entitled to the fair value of its services provided to Fleming following the Petition Date See, e g , In re Dant & Russell, Inc , 853 F 2d 700 (9th Cir 1988), In re Braniff Airways, Inc 783 F 2d 1283 (5th Cir 1986)

12 All of the post-petition services provided by Resources to Fleming have a recognized market value based upon the Pre-petition Agreement and the amounts paid by other parties for the same or substantially similar services As indicated above, as of the date of the this Motion, the accrued post-petition value for Resources' services is not less than $76,304 00, which amount is payable by Fleming to Resources as an administrative expense

13 Finally, because the Debtors have continued to receive quality post-petition services from Resources and not paid for such services post-petition, the Debtors' intentions with regard to the Pre-petition Agreement are unclear Resources cannot continue to provide valuable services to Fleming, or any of its customers, indefinitely, and without payment Accordingly, Resources requests that this Court enter an order requiring the Debtors to file a motion with this Court for the assumption or rejection of the Pre-petition Agreement within twenty (20) days of the entry of an order approving this Motion, and that in the absence of filing a motion within such time period, the Pre-petition Agreement will be deemed rejected automatically, without further order from this Court

WHEREFORE, for the reasons set forth above, Resources respectfully requests that the Court enter an order

(a) Allowing Resources for Living, Ltd an administrative expense claim against the Debtors under §§ 503(b)(1) and 507 (a)(1) of the Bankruptcy Code in the amount of $76,304 00 and directing that the Debtors immediately pay such administrative expense,

(b) Directing the Debtors to file a motion to reject or assume the Pre-petition Agreement within twenty (20) days of the entry of an order approving this Motion, and in the absence of the Debtors filing a motion within such time period, the Pre-Petition Agreement will be deemed rejected without further order from this Court, and

(c) Granting Resources such other and further relief as the Court may deem just and equitable

Dated July 31, 2003

SEITZ, VAN OGTROP & GREEN, P A

/s/ Kevin A Guerke

By _____

PATRICIA P MCGONIGLE (#3196)
KEVIN A GUERKE (#4096)
222 Delaware Avenue, Suite 1500
Wilmington, Delaware 19801
(302) 888-0600 (Telephone)
(302) 888-0606 (Telecopier)

-- and --

David A Montoya
State Bar No 00794922
Marvin E Sprouse, III
State Bar No 24008067
Jackson Walker L L P
100 Congress, Suite 1100
Austin, TX 78701
(512) 236-2000 (Telephone)
(512) 236-2002 (Facsimile)
ATTORNEYS FOR RESOURCES
FOR LIVING, LTD

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	§	Chapter 11
	§	
FLEMING COMPANIES, INC *et al*	§	Case No 03-10945 (MFW)
	§	(Jointly Administered)
Debtors	§	
	§	**Hearing Date August 19, 2003 at 11 30 a m**
	§	**Obj Deadline August 12, 2003 at 4 00 p m**

NOTICE OF HEARING ON MOTION OF RESOURCES FOR LIVING, LTD FOR ALLOWANCE AND PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM AND TO COMPEL ASSUMPTION OR REJECTION OF EXECUTORY CONTRACT

To Counsel to the Debtors	Counsel to the Senior Secured Lenders
Counsel to the Official Committee of Unsecured Creditors	Office of the United States Trustee

PLEASE TAKE NOTICE THAT on July 31, 2003, Resources for Living, Ltd filed its Motion for Allowance and Payment of an Administrative Expense Claim and to Compel Assumption or Rejection of Executory Contract (the "Motion")

PLEASE TAKE FURTHER NOTICE THAT objection to the Motion, if any, must be filed with the U S Bankruptcy Court for the District of Delaware, 824 N Market Street, 5th Floor, Wilmington, DE 19801 and served on the undersigned counsel so as to be received by 4 00 p m prevailing Eastern Standard Time on August 12, 2003

PLEASE TAKE FURTHER NOTICE THAT a hearing on the Motion will be held August 19, 2003, at 11 30 a m before the Honorable Mary F Walrath at the U S Bankruptcy Court for the District of Delaware, 824 N Market Street, 6th Floor, Wilmington, DE 19801

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED WITHOUT FURTHER NOTICE OR HEARING

Dated July 31, 2003

SEITZ, VAN OGTROP & GREEN, P A

/s/ Kevin A Guerke

By _____

PATRICIA P MCGONIGLE (#3196)
KEVIN A GUERKE (#4096)
222 Delaware Avenue, Suite 1500
Wilmington, Delaware 19801
(302) 888-0600 (Telephone)
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Marvin E Sprouse, III
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Jackson Walker L L P
100 Congress, Suite 1100
Austin, TX 78701
(512) 236-2000 (Telephone)
(512) 236-2002 (Facsimile)
ATTORNEYS FOR RESOURCES FOR LIVING, LTD

EXHIBIT A

RESOURCES FOR LIVING
AGREEMENT FOR SERVICES
Ver. 05.01.02

Fleming Companies, Inc (Fleming) and Resources For Living, Ltd agree that Resources For Living (RFL) will provide an employee program for Fleming, and its domestic employees and dependents as follows

A SERVICES TO INDIVIDUALS AND FAMILIES (Resources For Life & Work™)

1 **Resources For Emotional Wellness and Balancing Work-Life** - Resources For Living will provide a toll free number that is staffed by professionally trained counselors with a minimum of a masters degree in a relevant field of study and information specialists The service is designed to be a resource for emotional wellness and to educate and counsel/consult with people via the telephone The counselors and specialists of RFL will use their best efforts to provide information, education, counseling/consulting and/or referral to the employees of Fleming and their dependents who are having personal and/or professional concerns These concerns include the total spectrum of issues that might affect performance on the job, health care utilization, or general well being Included are marital discord, adjustment to divorce, chemical abuse, physical or sexual abuse, poor self esteem, issues with children or parents, financial concerns, lack of discipline or interpersonal issues at work The counselors/consultants at RFL are trained specialists, helping people adapt to their changing worlds All services are offered at no cost to the employee and their dependents

2 **Resources for Special Services** - Through its toll free number, RFL will provide education and information and referral services to community, state, and federal resources as appropriate for Fleming employees Specially trained Information and Referral Specialists shall provide such services Such services shall address the full spectrum of personal and/or professional needs, which may pose obstacles to life and work success These will include, but not be limited to housing and transportation issues, affordable child- or eldercare services, affordable legal guidance, debt management, preparation for home ownership, etc Services shall be made available to Fleming and their dependents

3 **Literature for Distribution** – Resources For Living has information pamphlets available to employees and their dependents RFL will

provide pamphlets and brochures without charge to the individual employee and/or their dependents

4 **Availability** – Resources For Living will have counselors/consultants available for telephone consultation 24 hours a day 7 days a week A consultant will take the initial call and, if needed, will connect the caller with the counselor/consultant at a time determined by the caller It is recognized that some consumers will choose a delayed response time from RFL for their convenience

5 **Privacy of Information** – Resources For Living and its counselors/consultants will not communicate any information identifying a consumer of its services to any employee of Fleming, any employee's family, or any other persons outside of the RFL organization An exception is made

a When state or federal laws require the disclosure of information regardless of the consumer's permission, such as when the counselor suspects physical or sexual abuse of a child or vulnerable adult, when there is a threat of harm to oneself or another person, or when subpoenaed by a court of law

b When a referral is made, and permission to exchange information with the service providers is granted by the referred consumer of legal age

c When Fleming requests assistance to an employee, RFL will request a release of information from the employee allowing communication between RFL and Fleming If the employee declines to sign a release of information form, then RFL cannot confirm or deny to Fleming that the employee has contacted RFL At that point, Fleming or the supervisor may request such a release allowing Resources For Living to communicate with Fleming or the supervisor

6 **Conflict of Interest** – Resources For Living will not facilitate the purchase of services for Fleming, its employees, or dependents of Fleming employees from any individual or organization when such a purchase would have financial implications for RFL RFL will not accept any rebates, commissions, special considerations, or remuneration of any kind from third party service providers when making referrals

B SERVICES TO FLEMING (Resources @ Work for Managers)

1 **Management Consultation** – Resources For Living will provide Just in Time Coaching ™ consultation and training to managers and supervisors to assist them in considering or making necessary employee referrals for employees whose personal concerns affect their job performance

2 **Reports** – Resources For Living will provide a Return on People Scorecard™ (ROP) to Fleming, based on utilization data collected by RFL RFL will always honor consumers' confidentiality The ROP Scorecard™ may include but is not limited to the quarter's activities, the number of calls for help, the type of callers that are using the service, and an analysis of trends or employee feedback Monthly Utilization Reports data reports will also be provided

3 **Primary Contact** – Resources For Living will assign a Corporate Relations Manager to be its primary contact with Fleming, for the administration of this agreement All such assignments will be in coordination with Fleming

4 **Utilization Meetings** – Resources For Living will explain the RFL program, how it works, and how the employee and management can utilize the services of the program

C ADDITIONAL SERVICES WITH SPECIAL PRICING AVAILABLE TO FLEMING AS A RESULT OF THIS CONTRACT

1 **Resources for Critical Incident Response** – On-Site Consultants to debrief and assist employees in adjusting to trauma in the work place The cost is $1,250 per day per counselor plus travel costs

2 **Bulk Literature for Distribution** – Resources For Living information pamphlets available for distribution to any Fleming facility RFL will provide pamphlets and brochures at cost (materials, shipping) plus 15 percent

3 **On Site Presentations**- Resources For Living will present on site presentations of relevant topics (e g as Work Place Violence) The cost is $1,000 per day per presenter plus travel expenses and other associated costs

D DURATION

The term of this agreement shall replace an existing agreement Version 10 29 99 and shall be approximately thirty-two (32) months beginning on May 1, 2002 and shall expire at midnight on December 31, 2004 Unless notified in writing by Fleming or Resources For Living, the terms of this contract will renew automatically unless a new service agreement is signed or this service agreement terminated as indicated in E below

E TERMINATION

Both Fleming and RFL shall have the right to terminate the service agreement at any time upon giving ninety days written notification to the other party Termination notice by either party can be given without cause or reason Following the conclusion period, either party against the other will hold no further obligation of any kind

F. PROTECTION AGAINST LOSS / HOLD HARMLESS

During the term of this agreement, RFL will maintain professional liability insurance and such other insurance as is required by law RFL shall indemnify and hold harmless Fleming against any expense, loss, claim, or judgement, including reasonable attorneys' fees, arising out of or resulting from RFL's performance of its services hereunder

G COMPENSATION

1 **Payments & Rates** – Fleming shall pay RFL at regular and equal intervals in advance of the services to follow

May 1, 2002 through December 31, 2002	$18,343 Monthly
January 1, 2003 through December 31, 2003	$19,076 Monthly
January 1, 2004 through December 31, 2004	$19,846 Monthly

Payments will be due at the beginning of the month service is to be provided RFL will not provide invoices except in the event of additional fees incurred beyond the scope of the base agreement
The employee data used to derive periodic payments will be provided to RFL for assessment of employee utilization rates

Payments to Resources For Living – All payments due RFL shall be delivered directly to the banking address provided by RFL prepared for direct deposit

2 **Confidentiality of Pricing Structure** – Fleming and Fleming representatives agree that specific and general information regarding

cost and terms of services provided by RFL will not be revealed to any specific person or corporation outside of Fleming companies

3 **Pricing Adjustments-** The above pricing may be renegotiated if either party requests based upon the following conditions

a A change in Fleming headcount of 21,990 by 20% or greater

b Utilization of service exceeds projections by 20% or greater

2002 Annual Average	3 6% Projected
2003 Annual Average	3 6% Projected
2004 Annual Average	3 6% Projected

II NOTICES

Any and all notices or other communications required or permitted by this agreement or by law to be served or given to either party hereto, by the other party to this agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the parties at the addresses set forth below

To Fleming Companies, Inc	To Resources For Living, Ltd
Ken Mahlke	Ed Billingsley
VP - Human Resources	Corporate Relations Manager
1915 Lakepointe Dr	4407 Monterey Oaks Blvd, Suite # 150
Lewisville, Texas 75029	Austin, TX 78749

Either party may change the party's address for the purpose of this paragraph by giving the other party written notice of the new address in the manner set forth above Notice shall be effective when received

The periodic report is to be sent to the address above

Payments are to be directed to Resources for Living, Inc Operating Account
Bank of America
Account number 001390065262
Routing Number 113000023
RFI Federal Tax ID # 75-2420973

This agreement for services between Fleming and Resources For Living, Inc is a total of six (6) pages

The complete agreement has been read, understood, and accepted by a representative of each party that has the authority to enter into this agreement on behalf of the party represented

Following signatures so acknowledge

Fleming

x Ken Mehlke Date 9/17/02

Print Ken Mehlke

Title VP Human Resources

Resources For Living, Ltd.

x MBChalk Date 9/11/02

Print **Mary Beth Chalk**
Title **Chief Operating Officer**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	§	Chapter 11
	§	
FLEMING COMPANIES, INC *et al*	§	Case No 03-10945 (MFW)
	§	(Jointly Administered)
Debtors	§	
	§	

ORDER FOR ALLOWANCE AND PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM AND TO COMPEL ASSUMPTION OR REJECTION OF EXECUTORY CONTRACT

The Court having considered the Motion of Resources for Living, Ltd for Allowance and Payment of an Administrative Expense Claim and to Compel Assumption or Rejection of Executory Contract (the "Motion"), which Motion requests the allowance and payment of an administrative claim, pursuant to § 503 of the Bankruptcy Code and action by the Debtors to assume or reject the Pre-Petition Agreement (as defined in the Motion), and having considered the merits of the Motion and any responses thereto, and it appearing that notice of the Motion was duly given in accordance with the provisions of the Federal Rules of Civil Procedure, and no further notice being necessary, and after due deliberation, and sufficient cause appearing therefore, it is hereby,

ORDERED, that the Motion is GRANTED, and it is further

ORDERED, that the Motion is approved, and Resources for Living, Ltd is hereby granted and allowed an administrative expense claim pursuant to § 503 of the Bankruptcy Code, in the amount of $76,304 00, it is further

ORDERED, that the above-referenced Debtors are directed to immediately pay to Resources for Living, Ltd $76,304 00 and, in no event, later than five (5) business days of the entry of this order, it is further

ORDERED, that the Debtors file and serve a motion to assume or reject the Pre-petition Agreement within twenty (20) days of the entry of this order, or the Pre-Petition Agreement shall be deemed to have been rejected automatically without further order from this Court

Date _____, 2003

_____
Mary F Walrath
United States Bankruptcy Judge

CERTIFICATE OF SERVICE

I, ***Kevin A Guerke, Esquire***, hereby certify that on this 31st day of July, 2003, I caused copies of the foregoing Motion of Resources for Living for Allowance and Payment of an Administrative Expense and to Compel Assumption or Rejection of Executory Contract was served as follows

Scott D Cousins, Esq — Via Hand Delivery
William E Chipman, Jr , Esq
Greenberg Traurig LLP
The Brandywine Building
1000 West Street, Suite 1540
Wilmington, DE 19801
Counsel to Debtors' Senior Secured Lenders and Deutsche Bank Trust Company Americas

Laura Davis Jones, Esq — Via Hand Delivery
Chris J Lhulier, Esq
Pachulski, Stang, Ziehl, Young, Jones & Weintraub PC
919 North Market Street, 16th Floor
PO Box 8705
Wilmington, DE 19899-8705
Counsel for Fleming Companies, Inc

Ira D Kharasch, Esq — Via U S Mail/Postage Pre-paid
Pachulski, Stang, Ziehl, Young, Jones & Weintraub, P C
10100 Santa Monica Blvd , Suite 1100
Los Angeles, CA 90067
Counsel for Fleming Companies, Inc

Vito I DiMaio — Via Hand Delivery
Parcels, Inc
917 King Street
Wilmington, DE 19801

Joseph McMahan, Esq — Via Hand Delivery
J Caleb Boggs Federal Building
844 N King Street, Suite 2313

Lock Box 35
Wilmington, DE 19801
Office of the US Trustee

David M Fournier — Via Hand Delivery
Pepper Hamilton LLP
1201 Market Street, Suite 1600
PO Box 1709
Wilmington, DE 19899
Counsel to the Unsecured Creditors Committee

Richard Wynne, Esq — Via First Class Mail
Shirley S Cho, Esq
Kirkland & Ellis
777 South Figueroa Street
Los Angeles, CA 90017
Counsel to Fleming Companies, Inc

Andrew P DeNatale, Esq — Via First Class Mail
Daniel Ginsberg, Esq
White & Case
1155 Avenue of the Americas
New York, New York 10036-2787
Counsel to Debtors' Senior Secured Lenders and Deutsche Bank Trust Company Americas

I William Cohen, Esq — Via First Class Mail
Pepper Hamilton LLP
100 Renaissance Center, Suite 3600
Detroit, MI 48243-1157
Counsel to Unsecured Creditors Committee

Lawrence H Meuers, Esq — Via First Class Mail
Meuers Law Firm, P L
5395 Park Central Court
Naples, FL 34109
PACA Group, and parties interest

Paul S Aronzon, Esq — Via First Class Mail
Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street
Los Angeles, CA 90017
Counsel to Unsecured Creditors Committee

Calyan Das, Esq
Seward & Kissell, LLP
One Battery Park Plaza
New York, NY 10004
Indenture Trustee-Bankers Trust (Deutsche Bank)

Via First Class Mail

James Comeaux, Esq
Bank One, N A
1111 Polaris Parkway
Suite 1-K, OH1-0181
Columbus, OH 43240
Indenture Trustee to 5 ¼% Convertible Notes

Via First Class Mail

Paul Groenwegen, Esq
Hodgson & Russ, LLP
3 City Square
Albany, NY 12207
Manufacturers and Traders Trust Bonds

Via First Class Mail

/s/ Kevin Guerke

Kevin Guerke

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DOCUMENTS APPENDED TO CLAIM

On May 25, 2005, document(s) were appended to Claim Number **13579** for the following reason(s):

- ☒ Stipulation/Order dated 8/19/03
- ☐ New Supporting Documents
- ☐ Change of Address
- ☐ Withdrawn by Creditor per Letter dated
- ☐ Other: Docket Number _____

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
FLEMING COMPANIES, INC., et al.,[1]	)	
	)	Case No. 03-10945 (MFW)
	)	(Jointly Administered)
Debtors.	)	
	)	[Related to Docket No. 2576]

ORDER APPROVING STIPULATION BY AND BETWEEN RESOURCES FOR LIVING, LTD. AND THE DEBTORS

Upon the Motion Of Resources For Living, Ltd. For Allowance And Payment Of An Administrative Expense Claim And To Compel Assumption Or rejection Of Executory Contract (the "Motion"); and it appearing that the parties have reached agreement and that Stipulation and Settlement Agreement on Administrative Expense Claim of Resources for Living, Ltd. (the "Stipulation") annexed hereto is in the best interest of the estates and creditors of the captioned debtors and debtors in possession; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion having been given; and it appearing that no other

---

[1] The Debtors are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favar Concepts, Ltd.; Fleming Foods Management Co., L.L.C., Fleming Foods of Texas, L.P.; Fleming International, Ltd.; Fleming Supermarkets of Florida, Inc.; Fleming Transportation Service, Inc.; Food 4 Less Beverage Company, Inc.; Fueltserv, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; Minter-Weisman Co.; Piggly Wiggly Company; Progressive Realty, Inc.; Rainbow Food Group, Inc.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

notice need be given; and after due deliberation and sufficient cause appearing therefore; it is hereby ORDERED THAT:

1. The Stipulation annexed hereto is approved.

2. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: Wilmington, Delaware
Aug 19, 2003

By: _____
Honorable Mary F. Walrath
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	§	Chapter 11
	§	
FLEMING COMPANIES, INC. *et al.*	§	Case No. 03-10945 (MFW)
	§	(Jointly Administered)
Debtors.	§	
	§	

ORDER APPROVING STIPULATION AND SETTLEMENT AGREEMENT ON ADMINISTRATIVE EXPENSE CLAIM OF RESOURCES FOR LIVING, LTD.

This stipulation (the "Stipulation") is made by and between Resources for Living, Ltd. ("Resources") and the above-captioned debtors and debtors in possession (the "Debtors"), by and through their undersigned counsel. The parties hereby stipulate as follows:

WHEREAS, on April 1, 2003 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code; and

WHEREAS, by order entered on or about April 3, 2003, the Court consolidated the captioned proceedings for administrative purposes only; and

WHEREAS, Resources and one of the Debtors in the captioned proceeding entered into a certain agreement ("Pre-petition Agreement") for the provision of certain services; and

WHEREAS, Resources has continued to provide services to one or more of the Debtors pursuant to the Pre-petition Agreement; and

WHEREAS, on or about July 31, 2003, Resources filed a certain Motion of Resources for Living, Ltd. for Allowance and Payment of an Administrative Expense Claim and to Compel Assumption or Rejection of Executory Contract (the "Motion"); and

WHEREAS, Resources has requested in the Motion, among other things, that the Court grant Resources an administrative expense claim in an amount of no less than $76,304.00 for post-petition services and direct that Fleming immediately pay such administrative expense; and

WHEREAS, the parties wish to resolve and compromise the various issues raised in the Motion.

NOW, THEREFORE, in consideration of the foregoing, Resources and Fleming each acting by and through its undersigned counsel, hereby stipulate and agree as follows:

1. The Debtors shall pay to Resources, within ten (10) days following entry of the order approving this Stipulation, the sum of $52,000.00 in complete payment and satisfaction of all of the administrative expense claims that are or could have been asserted in the Motion.

2. Upon receipt of the payment specified under paragraph 1 above, the Motion shall be deemed withdrawn, with prejudice and on the merits, but without costs to any party and without prejudice to the right of Resources to (a) file a general unsecured claim for damages arising from the rejection of the Pre-petition Agreement and (b) seek allowance and payment of any administrative expense claim arising from and after the date of the Court's approval of this Stipulation.

3. Upon this Court's approval of this Stipulation, Resources shall discontinue services to the Debtors, and the Pre-petition Agreement shall be deemed rejected.

4. This Stipulation shall be subject to approval by the Bankruptcy Court and Debtors' counsel agrees to promptly present this Stipulation to the Bankruptcy Court, which shall have exclusive jurisdiction to resolve any disputes arising out of or in connection with this Stipulation.

5. The undersigned counsel are authorized by their respective clients to execute this Stipulation on their behalf.

6. Each party shall bear its own costs and expenses, including attorney's fees, in connection with the negotiation, preparation and performance of this Stipulation.

7. This Stipulation may be executed in counterparts and, when taken together, shall constitute one document.

8. This Stipulation is hereby APPROVED:

_____
UNITED STATES BANKRUPTCY JUDGE

IN WITNESS WHEREOF, this Stipulation has been executed as of the ____ day of August, 2003.

Respectfully submitted,

JACKSON WALKER L.L.P.

By: _____

David A. Montoya
State Bar No. 00794922
Marvin E. Sprouse III
State Bar No. 24008067

100 Congress, Suite 1100
Austin, TX 78701
(512) 236-2000
(512) 236-2002 – Fax

Patti McGonigle (#3126)
SEITZ, VAN OGTROP & GREEN, P.A.
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Wilmington, Delaware 19801
(302) 888-0600 (Telephone)
(302) 888-0606 (Telecopier)

ATTORNEYS FOR RESOURCES FOR LIVING, LTD.

PACHULSKI, STANG, ZIEHL, YOUNG, JONES & WEINTRAUB P.C.

Scotta E. McFarland

Scotta E. McFarland (Bar No. 4184)
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

COUNSEL FOR THE DEBTORS AND DEBTORS IN POSSESSION

Signature page to Stipulation and Settlement Agreement dated August ___, 2003

RTN:= 111300880 Account # : = 6300064998 Amount := $52,000.00
Check# := 9505030050 Paid Date:= 09/23/2003

THE BACKGROUND OF THIS DOCUMENT IS PRINTED IN BLUE INK

Fleming Companies - Support Services 5505
3534 N.W. 56th Street
Oklahoma City, OK 73112

Number: 9505030050
JPMorgan Chase Bank
Texas Controlled Disbursements

Void After 30 Days

09/10/2003

THE AMOUNT OF
********52,000.00*

PAY TO THE ORDER OF
RESOURCES FOR LIVING
ATTN: MARVIN SPRUILL
100 CONGRESS STREET SUITE 1100
AUSTIN TX 78701

VOID OVER $52,000.00

Authorized Signature

⑈9505030050⑈ ⑆111300880⑆ ⑈6300064998⑈ ⑇0005200000⑇

PAY TO THE ORDER OF
BANK ONE, NA
AUSTIN, TX 78745-4868
FOR DEPOSIT ONLY
RESOURCES FOR LIVING LTD
64651747

BANK ONE NA BENTON D
▶111900057◀
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