

EXHIBIT A1

FORM OF TRADE CREDIT PROGRAM LETTER AGREEMENT FOR TRADE

CREDITORS WITH RECLAMATION CLAIMS

FLEMING COMPANIES, INC., ET AL.

_____, 2003

TO: [Approved Trade Creditor]
[Name]
[Address]

Dear Valued Supplier:

As you are no doubt aware, Fleming Companies, Inc. and certain subsidiaries (collectively, the "Company") filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Case" and the "Bankruptcy Court," respectively) on April 1, 2003 (the "Petition Date"). The Company requested the Bankruptcy Court's authority to pay certain suppliers in recognition of the importance of its relationship with such suppliers and its desire that the Bankruptcy Cases have as little effect on such suppliers as possible. On _____, the Bankruptcy Court entered an order (the "Order") authorizing the Company, under certain conditions, to provide certain vendors with a junior trade lien (the "Trade Creditor Lien") in consideration of (i) certain amounts related to reclamation claims owing to such vendors before the Petition Date and (ii) amounts owing to such vendors reflecting advances of trade credit to the Company by such vendors after the Petition Date. Such a Trade Creditor Lien would be junior to the existing liens by the Company's senior secured lenders and the lenders under any loan made to the Company to finance the Bankruptcy Cases and is expressly subject to the terms and conditions set forth in the Order and the Terms of Trade Creditor Lien and Statement of Qualifications attached to the Order. A copy of the Order is enclosed.

In order to receive the Trade Creditor Lien on certain prepetition claims, you must agree to continue to supply goods to the Company based on "Customary Trade Terms." "Customary Trade Terms" shall mean normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reimbursement, normal product mix and availability, volume/quantity of product provided and other applicable terms and programs) which were available to the Company and in effect between you and the Company on a historical basis in the one-hundred eighty (180) days prior to the Petition Date or such other trade terms as agreed by the Company and you, with notice of any such other trade terms to be provided to the agents appointed pursuant to the DIP Credit Agreement (as defined in the Terms of Trade Creditor Lien attached to the Order), and, in addition, any normal customary promotional practices (including, but not limited to, growth incentive programs, preferred vendor programs, ad-allowance programs, and bill backs) which were in place prior to the Petition Date; it being understood that in no event will any amount of

trade credit you provided prior to the Petition Date be deemed to satisfy any portion of your obligation to provide Customary Trade Terms on and after the Petition Date.

The Trade Creditor Lien for which you are eligible will extend to the following types of claims (the "Secured Vendor Claims"): (i) the claims (net of allowances, rebates, coupon reconciliations and other credits) held by you on account of goods shipped to the Company by you and accepted by the Company from and after the date on which you have become an "Approved Trade Creditor" pursuant to the terms of the Order and (ii) certain of your reclamation claims in respect of amounts owed to you by the Company prior to the Petition Date.

For purposes of administration of this Trade Credit Program (as defined below) as authorized by the Bankruptcy Court, the Company and you agree as follows:

- (i) The estimated balance of the prepetition reclamation claim (net of any setoffs, credits or discounts) (the "Reclamation Secured Claim") on which the Company will grant to you a Trade Creditor Lien (which balance shall be capped at the amount of trade credit you provide after the Petition Date) is \$ _____.
- (ii) You will provide open credit terms as follows (if more space is required, attach continuation pages) _____

_____.
- (iii) The open trade balance or credit line that you will extend to the Company for shipment of postpetition goods is \$ _____ (which shall not be less than the greater of the open trade balance outstanding: (a) on _____, or (b) on normal and customary terms on a historical basis in the one-hundred eighty (180) days prior to the Petition Date) as reduced to account for the Debtors' actual requirements.
- (iv) You agree that you shall not require a lump sum payment upon confirmation of a plan in these Bankruptcy Cases on account of any administrative expense priority claim that you may assert, but instead agree that such claims will be paid in the ordinary course of business after confirmation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Company.
- (v) You will hereafter extend to the Company all Customary Trade Terms for so long as the parties shall agree, with the understanding that the Trade Creditor Lien shall be deemed null and void upon cessation of goods shipped by you under this Agreement, except as to any Secured Vendor Claims outstanding on the date of cessation.

Granting of a Trade Creditor Lien in the manner set forth in the Order may only occur upon execution of this letter by a duly authorized representative of your company and the return of this letter to the Company. Your execution of this letter agreement and return of the same to the Company constitutes an agreement by you and the Company:

1. To the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of the Reclamation Secured Claim set forth above;

2. That (i) during the pendency of the Bankruptcy Cases, you will continue to supply the Company with goods pursuant to the Customary Trade Terms and that the Company will pay for such goods in accordance with the Customary Trade Terms and (ii) you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms;

3. That (i) you will not separately seek payment for reclamation and similar claims outside of the terms of the Order unless your participation in the trade payment program authorized by the Order (the "Trade Credit Program") is terminated; in consideration for the payment described herein, you agree not to file or otherwise assert against any and all of Fleming Companies, Inc. and its subsidiaries, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by Fleming Companies, Inc. and/or any subsidiary thereof arising from agreements or arrangements of any kind entered into prior to the Petition Date and (ii) if you have taken steps to file or assert such a lien prior to entering into this letter agreement, you will take all necessary steps to remove such lien as soon as possible; and

4. That if either the Trade Credit Program or your participation therein terminates as provided in the Order, or you later refuse to continue to supply goods to the Company on Customary Trade Terms during the pendency of the Bankruptcy Cases, any Trade Creditor Lien received by you will be deemed null and void, except for any Secured Vendor Claims outstanding on the date of termination.

The Company and you also hereby agree that any dispute with respect to this letter agreement, the Order and/or your participation in the Trade Credit Program shall be determined by the Bankruptcy Court.

If you have any questions about this Agreement or our financial restructuring, do not hesitate to call _____ at _____.

Sincerely,

Fleming Companies, Inc., et al.

By: _____
Its: _____

Agreed and Accepted by:
[Name of Participating Vendor]

By: _____
Its: _____
Date: _____