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Exhibit A
(Engagement Letter)

April 23, 2003

Mr. Peter Willmott
Chief Executive Officer
Fleming Companies, Inc.
1945 Lakepointe Dr.
Lewisville, TX 75057

Re: Interim Management and Restructuring Services

Dear Mr. Willmott:

This letter outlines the understanding between AP Services, LLC, a Michigan limited liability company, ("APS") and Fleming Companies, Inc. (the "Company" or "Debtors"), for the engagement of APS to provide certain temporary employees to the Company to assist it in its restructuring as described below. Generally, the engagement of APS, including any APS employees who serve in Executive Officer positions, shall be under the approval of the Board of Directors of the Company and the direct supervision of you as Chief Executive Officer.

APS will provide the individuals set forth on Exhibit A, herein referred to as the temporary employees ("Temporary Staff"), subject to the terms and conditions of this letter, with the titles, pay rates, and other descriptions set forth therein.

Becky Roof will serve as Chief Financial Officer and Michael Scott will serve as Treasurer, subject to approval by the Board of Directors of the Company. Working collaboratively with the senior management team, the Board of Directors and other Company professionals, they will assist the Company in evaluating and implementing strategic and tactical options through the restructuring process. In addition to the ordinary course duties of their positions, the Temporary Staff roles will include working with you and your team to do the following:

- Manage the Company's financial and treasury functions.
- Provide leadership to the financial function including, without limitation, assisting the Company in (i) strengthening the core competencies in the finance organization, particularly cash management, planning, general accounting and financial reporting information management and (ii) formulation and negotiation with respect to a plan of reorganization.

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- Assist in managing the “working group” professionals who are assisting the Company in the reorganization process or who are working for the Company’s various stakeholders to improve coordination of their effort and individual work product to be consistent with the Company’s overall restructuring goals.
- Assist in overseeing and driving financial performance in conformity with the Company’s business plan.
- Assist in developing and implementing cash management strategies, tactics and processes. Work with the Company’s treasury department and other professionals and coordinate the activities of the representatives of other constituencies in the cash management process.
- Assist management with the development of the Company’s revised business plan, and such other related forecasts as may be required by the bank lenders in connection with negotiations or by the Company for other corporate purposes.
- Supervise the preparation of regular reports required by the Bankruptcy Court or which are customarily issued by the Company’s Chief Financial Officer, management of the claim and claim reconciliation processes as well as providing assistance in such areas as testimony before the Bankruptcy Court on matters that are within our areas of expertise.
- Assist with such other matters as may be requested that fall within our expertise and that are mutually agreeable.

APS shall be compensated for its services under this agreement at the rates set forth on Exhibit A. The Temporary Staff expected to be provided as of the date of this letter along with the nature of their commitment to the Company is set forth on Exhibit A, unless APS and the Company agree to modify the terms of this agreement. We will keep you informed as to our staffing and will not add additional Temporary Staff to the assignment without first consulting with you to obtain your concurrence that such additional resources are required and do not duplicate the activities of other employees or professionals.

We will commence this engagement immediately upon receipt of a signed engagement letter and retainer. The Company agrees to promptly seek to have APS retained by the Bankruptcy Court nunc pro tunc to April 9, 2003.

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The Temporary Staff may be assisted by other professionals at various levels, as the tasks require, who would also become Temporary Staff. For purposes of monthly billings, our fees will be based on the hours charged at our hourly rates, which are:

Principals	\$540 - \$670
Senior Associates	\$430 - \$495
Associates	\$300 - \$390
Accountants and Consultants	\$225 - \$280
Analysts	\$150 - \$180

We review and revise our billing rates effective January 1 of each year.

In addition to hourly fees, APS will be compensated for its efforts by the payment of a "Success Fee." The Company understands and acknowledges that the Success Fee is an integral part of APS' compensation for the engagement. The Success Fee consists of two components:

- (1) A Confirmation Success Fee of \$2.0 million due upon confirmation of a Chapter 11 plan, and
- (2) A Time Success Fee equal to \$2.0 million if a plan is confirmed within 12 months of the inception of this agreement. For each month in excess of 12 months the Time Success Fee will be reduced by \$100,000 per month to a minimum of \$500,000.

The Success Fees are due and payable upon confirmation of a plan.

In addition to the fees set forth above, the Company shall pay directly or reimburse APS upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment such as travel, lodging, postage, and a communication charge that is calculated at \$4 per billable hour of time worked on behalf of the Company.

APS will be compensated in accordance with the above rates by filing a report of compensation with the Court, with service to the Debtors, the United States Trustee, and the Official Unsecured Creditors' Committee. If no objection is filed to the report of compensation within 20 days, the Debtors will be authorized to pay the amount incurred by APS for services of the Temporary Employees in the ordinary course of its business. If an objection is filed, a hearing and order of the Court will be necessary to authorize compensation.

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We will require a retainer of \$500,000 to be applied against the time charges and expenses specific to the engagement. We will submit monthly invoices for services rendered and expenses incurred as described above, and we will offset such invoices against the retainer. Payment will be due upon receipt of the invoices to replenish the retainer to the agreed-upon amount. Any unearned portion of the retainer will be returned to you at the termination of the engagement.

We want to disclose to you that APS currently has employees providing services to Kmart. It is understood that employees of APS working on behalf of the Company will not be involved, either directly or indirectly, in any matters related to Kmart. In addition, APS employees, which may include some who are providing services to the Company, may be required by Kmart to provide testimony, including the Court-approved settlement between the Company and Kmart.

The parties intend that an independent contractor relationship will be created by this agreement. As an independent contractor, APS will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. Of course, as an independent contractor, neither the Temporary Staff nor APS will be entitled to receive from the Company any vacation pay, sick leave, retirement, pension, or social security benefits, workers' compensation, disability, unemployment insurance benefits, or any other employee benefits. APS will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Temporary Staff will not be considered employees of the Company except for purposes of this agreement.

APS agrees to keep confidential all information obtained from the Company, and neither APS nor the Temporary Staff will disclose to any other person or entity, or use for any purpose other than specified herein, any information pertaining to the Company which is either non-public, confidential, or proprietary in nature ("Information") which it obtains or is given access to during the performance of the services provided hereunder. The foregoing is not intended to nor shall be construed as prohibiting APS or the Temporary Staff from disclosure pursuant to a valid subpoena or court order, but neither APS nor such Temporary Staff shall encourage, suggest, invite or request, or assist in securing, any such subpoena or court order, and the Temporary Staff shall immediately give notice of any such subpoena or court order by fax transmission to the Company. Furthermore, APS and the Temporary Staff may make reasonable disclosures of Information to third parties in connection with their performance of their obligations and assignments hereunder. In

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addition, APS will have the right to disclose to others in the normal course of business their involvement with the Company.

Information includes data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models, or any work product relating to the business of the Company, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The Company acknowledges that all information (written or oral) generated by the Temporary Staff in connection with their engagement is intended solely for the benefit and use of the Company (limited to its management, including its Board of Directors) in considering the transactions to which it relates. The Company agrees that no such information shall be used for any other purpose or reproduced, disseminated, quoted or referred to with attribution to APS at any time in any manner or for any purpose other than accomplishing the tasks referred to herein, without APS' prior approval (which shall not be unreasonably withheld) except as required by law. This agreement will survive the termination of the engagement.

The Company acknowledges that it is hiring the Temporary Staff purely to assist the Company and its Board of Directors in the management and restructuring of the Company. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting or consulting engagement that is subject to the rules of the AICPA, the SSCS, or other such state and national professional bodies.

In engagements of this nature, it is our practice to receive indemnification. Accordingly, in consideration of our agreement to act on your behalf in connection with this engagement, you agree to indemnify, hold harmless, and defend us (including our principals, employees, Temporary Staff and agents) from and against all claims, liabilities, losses, damages and reasonable expenses as they are incurred, including reasonable legal fees and disbursements of counsel, and the costs of our professional time (our professional time will be reimbursed at our rates in effect when such future time is required), relating to or arising out of the engagement, including any legal proceeding in which we may be required or agree to participate but in which we are not a party. We, our principals, employees, Temporary Staff and agents may, but are not required to, engage a single firm of separate counsel of our choice in connection with any of the matters to which this indemnification agreement relates. This indemnification agreement does not apply to actions taken or omitted to be taken by us in bad faith or due to our gross negligence.

In addition to the above indemnification, APS employees serving as officers of the Company will be entitled to the benefit of the most favorable indemnities provided by the

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Company to its officers and directors, whether under the Company's by-laws, certificates of incorporation, by contract or otherwise. In the event that other APS employees become officers of the Company, such individuals will be entitled to the same benefit.

The Company agrees that it will use its best efforts to specifically include and cover APS employees serving as officers of the Company under the Company's policy for directors' and officers' ("D&O") insurance. In the event that the Company is unable to include APS appointees under the Company's policy or does not have first dollar coverage as outlined in the preceding paragraph in effect for at least \$10 million, (e.g., such policy is not reserved based on actions that have been or are expected to be filed against officers and directors alleging prior acts that may give rise to a claim), it is agreed that APS will attempt to purchase a separate D&O policy that will cover its employees and agents only and that the cost of same shall be invoiced to the Company as an out of pocket cash expense. If APS is unable to purchase such D&O insurance, then we reserve the right to terminate this agreement. In the event that other Temporary Staff become officers of the Company, such individuals will be entitled to the same benefit. The obligations of the parties as reflected herein shall survive the termination of the engagement.

APS' engagement to provide Temporary Staff hereunder may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination APS will be entitled to any fees and expenses due under the provisions of the agreement, including success fees. If at any time prior to the earlier of (i) the second anniversary of this agreement or (ii) confirmation of a plan, a new Chief Executive Officer is employed and there is a material change in the responsibilities or duties of Ms. Roof or Mr. Scott without the consent of APS, then the engagement contemplated by this letter may, at the exclusive option of APS, be terminated and a fee of \$1 million will be due. Such payment obligations will inure to the benefit of any successor or assignee of APS. The obligations of the parties as reflected herein shall survive the termination of the agreement.

This letter agreement is governed by and construed in accordance with the laws of the State of Michigan with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

If we have any dispute arising between us, including any dispute with respect to this agreement, its interpretation, performance or breach, and are unable to agree on a mutually satisfactory resolution within 30 days, either party may require the matter to be settled by binding arbitration. If such arbitration shall occur, it shall be in the city of Southfield, Michigan. We shall attempt for two weeks to agree on a single arbitrator. If that effort shall fail, each party shall appoint one arbitrator. The two arbitrators so chosen shall attempt for two weeks to select a third. If they are unable to agree, the American Arbitration

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Association in Southfield shall choose the third. The arbitration shall occur using the rules and procedures of the American Arbitration Association. The decision of the arbitrator(s) shall be final, binding and non-appealable. However, APS agrees that the arbitration provision shall apply only to the extent that the Bankruptcy Court, or the U.S. District Court if the reference is withdrawn, does not retain jurisdiction over a controversy or claim.

To the best of our knowledge, we believe that APS, its employees, and its affiliates¹ do not have any financial interest or business connection with the Company other than as contemplated by this agreement, and we know of no fact or situation that would represent a conflict of interest for us with regard to the Company. We do, however, wish to disclose the following:

- Questor Partners Fund, L.P. ("QPF") and Questor Partners Fund II, L.P. ("QPF II"), a \$300 million fund and an \$865 million fund, respectively, are private equity funds that invest in special situations and under-performing companies. Neither QPF nor QPF II will make an investment in the Debtors for at least three years after the date that APS' engagement terminates.
- Mr. Jay Alix, a principal in AlixPartners, is also the President and CEO of Questor Management Company, the entity that manages QPF and QPF II.
- Questor and AlixPartners are separate companies. AlixPartners, pursuant to contract, performs certain accounting and back-room services for Questor. From time to time, Questor hires AlixPartners as a contractor to advise it regarding a potential acquisition, and occasionally investee companies of QPF and QPF II hire AlixPartners. From time to time, employees of AlixPartners are elected to the boards of directors of investee companies of QPF and QPF II, but such employees are not involved in this engagement.
- Mr. Jay Alix owns interests in Questor General Partners, LP ("QGP") and Questor General Partner II, LP ("QGP II"), the general partners of QPF and QPF II. Mr. Albert Koch, Chairman of AlixPartners, is a limited partner in QGP II, as are the majority of the AlixPartners principals. AlixPartners principals, except for Mr. Alix and Mr. Koch, are passive investors and have no voice in approving Questor's investments.

¹ APS is a company that provides temporary employees. Affiliates of APS include AlixPartners, LLC, AlixPartners Ltd., AlixPartners GmbH and AlixPartners S.r.l, which are financial advisory and consulting firms, The System Advisory Group, providing information technology services, Partnership Services, LLC, a company that provides temporary employees, and the Questor funds, which are private equity funds that invest in special situations and under-performing companies.

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- Substantially all of the other principals of AlixPartners own limited partnership interests in one or more of the following entities: Questor Side-by-Side Partners, L.P., Questor Side-by-Side Partners II, L.P., and Questor Side-by-Side Partners II 3(c)(1), L.P. AlixPartners principals, except for Mr. Alix and Mr. Koch, are passive investors and have no voice in approving Questor's investments.
- Some of the limited partners of QPF and/or QPF II are affiliates of financial institutions that are also lenders to companies that may have retained AlixPartners. The affiliates of such financial institutions are passive investors in QPF and QPF II and have no voice in approving Questor's investments. Where such situations occur, the lending relationship and investment in QPF and/or QPF II is detailed in AlixPartners' disclosures.
- QPF, QPF II, Questor Side-by-Side Partners, L.P., Questor Side-by-Side Partners II, L.P., and Questor Side-by-Side Partners II 3(c)(1), L.P. are all related entities. The Side-by-Side funds contain, in the aggregate, 6.3% of the total Questor funds, which are in excess of \$1.17 billion.
- Fleming Companies, Inc., the Debtors in the above captioned cases, is a significant creditor and counterparty to an executory contract with Kmart Corporation, a current client of APS. In March 2002, Kmart retained APS to provide certain officers, including Mr. Ted Stenger and Mr. Al Koch, and other APS employees to assist in their Chapter 11 restructuring cases.
- A current confidential client of AlixPartners (the "Confidential Client") is in the same industry as the Debtors. Any competitive information that is proprietary to the Debtors will not be shared with any other clients of AlixPartners or its affiliates. As a further precaution, we will maintain separate engagement teams between the Confidential Client and the Debtors and there will be no communication between members of the two teams with respect to matters regarding either the Confidential Client or the Debtors.
- American Express, a lender to the Debtors, is a vendor to AlixPartners as well as a lender, bondholder, creditor and vendor to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. In addition, American Express is a significant customer of a Questor portfolio company.
- Bank One, N.A., an indentured trustee to the Debtors, is a current AlixPartners client in matters unrelated to the Debtors and provides commercial banking services to AlixPartners. Also, Bank One, N.A. previously employed an AlixPartners employee

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and is a lender to certain other current or former AlixPartners clients in matters unrelated to the Debtors

- Bankers Trust Company, a lender and indentured trustee to the Debtors, is a lender, creditor, limited partner and bondholder to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors
- Barclays - Venture CDO, a lender to the Debtors, is affiliated with an entity that is a current client of AlixPartners through AlixPartners work a bank group in matters unrelated to the Debtors. Other Barclays affiliated entities are lenders, bondholders, shareholders, and adverse parties to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. In addition, an affiliate of Barclays is a lender to a Questor portfolio company.
- BNP Paribas, a lender to the Debtors, has been retained by a current AlixPartners client and is a creditor to current and former AlixPartners clients in matters unrelated to the Debtors.
- Campbell Soup, a creditor of the Debtors, previously employed a current AlixPartners employee.
- Centurion, a lender to the Debtors, is a lender and lessor to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Chubb, an insurer of the Debtors, is a vendor to AlixPartners and a adverse party to a former AlixPartners client in matters unrelated to the Debtors.
- CIT, a lender to the Debtors, is affiliated with an entity that is an investor in QPF II. Other CIT affiliated entities are vendors to AlixPartners as well as a vendor creditor and lender to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. In addition, The CIT Group is a lender to a Questor portfolio company.
- Citicorp and Salomon Smith Barney, lenders to the Debtors, are part of Citicorp USA. Other Citicorp affiliated entities are limited partners in QPF and QPF II, trustee for a current AlixPartners client as well as creditors, lenders, bondholders and shareholders to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Clorox, a creditor of the Debtors, is an adverse party to a current AlixPartners client in matters unrelated to the Debtors.

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- Coca-Cola, a creditor of the Debtors, is affiliated with an entity that is a lender to a current APS client in matters unrelated to the Debtors.
- Comerica, a lender to the Debtors, is a limited partner in QPF and QPF II, and is also a former AlixPartners client in matters unrelated to the Debtors. Comerica is a lender to certain other current and former AlixPartners and/or APS clients and to QPF portfolio companies in matters unrelated to the Debtors. Also, Comerica is a lender to Mr. Jay Alix personally, and Mr. Albert Koch maintains a banking relationship with Comerica and an investment account with Comerica Securities.
- Conoco, a creditor of the Debtors, is an adverse party to a current AlixPartners client in matters unrelated to the Debtors.
- Conseco, a lender to the Debtors, is a current and former client of AlixPartners as well as a lender and lessor to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Continental Casualty Insurance, a secured lender and insurer of the Debtors, is an insurer to a current APS client as well as an adverse party and lender to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Deloitte & Touche, a professional service firm retained by the Debtors, is affiliated with entities that are vendors to AlixPartners, adverse to a former AlixPartners client, as well as professionals to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. Additionally, Deloitte affiliated entities previously employed several current AlixPartners employees.
- Deutsche Bank, a lender to the Debtors, is affiliated with entities that are shareholders, lenders, indentured trustees, creditors, limited partners and retained professionals to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Eaton Vance, a lender to the Debtors, is a lender to current and former AlixPartners clients, a former AlixPartners client through AlixPartners work for a bank group, and a bondholder of a former AlixPartners client in matters unrelated to the Debtors.
- Exxon, a creditor of the Debtors, is a former client of AlixPartners, an adverse party to a former AlixPartners client, as well as a customer and significant vendor to former AlixPartners clients in matters unrelated to the Debtors. In addition, Exxon previously employed a current AlixPartners employee.

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- Fleet Bank, a lender to the Debtors, is a current client of AlixPartners through AlixPartners' work for a bank group in matters unrelated to the Debtors. In addition, Fleet is a counterparty to an executory contract with current APS client as well as a lender, bondholder, noteholder, indentured trustee and retained professional to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Frito Lay, a creditor of the Debtors, is also a creditor to Kmart, a current APS client. In addition, Frito Lay previously employed a current AlixPartners employee.
- GE Capital, a lender to the Debtors, is an investor in QPF II. GE Capital and its affiliated entities are also former clients of AlixPartners through AlixPartners work for a bank group as well as creditors, lenders, lessors and bondholders to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Guaranty Federal Bank, a lender to the Debtors, previously employed a current AlixPartners employee.
- Hartford, an insurer of the Debtors, is a former client of AlixPartners, an former adverse party to an AlixPartners client and a creditor to a current AlixPartners client in matters unrelated to the Debtors.
- Highland Capital, a lender to the Debtors, is also a lender to a Questor portfolio company and a former AlixPartners client
- Indian Harbor, an insurer of the Debtors, is a creditor bondholder and vendor to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Indosuez, a lender to the Debtors, is affiliated with an entity that is an investment banker to Kmart corporation, a former AlixPartners client through AlixPartners work for a bank group as well as a lender to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- JP Morgan Chase, a lender to the Debtors, is affiliated with entities that are lenders, shareholders, bondholders limited partners and creditors to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. An entity affiliated with JP Morgan Chase is a limited partner in QPF and QPFII and JP Morgan Partners is a significant shareholder in a QPF portfolio company. Additionally, JP Morgan Chase affiliated entities previously employed several AlixPartners employees.

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- KZH, a lender to the Debtors, is affiliated with several entities that are former clients of AlixPartners through AlixPartners work for a bank group as well as lenders to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Lehman Brothers, a lender to the Debtors, is an investment banker to current APS clients including Kmart, former clients of AlixPartners through AlixPartners work for a bank group as well as bondholders, shareholders and lenders to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. Additionally, Lehman Brothers previously employed a current AlixPartners employee.
- Manufacturers and Traders Trust, an indentured trustee to the Debtors, is a bondholder and lender to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Mizuho, a lender to the Debtors, is a lender, creditor and retained professional to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Monte L. Miller, a director of two subsidiaries of the Debtors, is also a director of Safety-Kleen, a current client of APS.
- Morgan Stanley, a lender to the Debtors, is affiliated with entities that are former AlixPartners clients, lenders to a current APS client and a lender to a former AlixPartners client in matters unrelated to the Debtors.
- Nabisco is a creditor of the Debtors. A director of a Burlington Industries, a current AlixPartners client, is also a director of RJR Nabisco.
- National Union Fire, an insurer of the Debtors, is a subsidiary of AIG. AIG is affiliated with entities that are investors in QPF and QPF II. In addition, other National Union/AIG affiliated entities are limited partners, lenders and bondholders to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. A director of a current AlixPartners client is affiliated with AIG.
- Pachulski, Stang, Ziehl, Young & Jones, a professional service firm retained by the Debtors, has previously been retained by AlixPartners and is counsel to current and former AlixPartners clients in matters unrelated to the Debtors.
- Pam Oil, a creditor of the Debtors, is a lessor to a current APS client in matters unrelated to the Debtors.

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- Pepsi, a creditor of the Debtors, is an adverse party to a current AlixPartners client and a creditor to current and former AlixPartners and/or APS clients (including Kmart) in matters unrelated to the Debtors.
- Pimco, a significant shareholder of the Debtors, is a bondholder to Kmart as well a lender and adverse party to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Procter & Gamble, a creditor of the Debtors, is a former client of AlixPartners in matters unrelated to the Debtors.
- Quaker Oats, a creditor of the Debtors, is a current client of the Debtors in matters unrelated to the Debtors.
- Southeastern Asset Management, a significant shareholder of the Debtors, is also a shareholder to a current APS client in matters unrelated to the Debtors.
- St. Paul Insurance, an insurer of the Debtors, is a bondholder, adverse party, insurer and creditor to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Transamerica, a lender to the Debtors, is an investment banker to Kmart, a vendor to AlixPartners, a former client of AlixPartners, as well as a creditor and lessor to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Unilever, a creditor of the Debtors, previously employed a current AlixPartners employee.
- Van Kampen, a lender to the Debtors, is affiliated with entities that are former AlixPartners clients as well as lenders, bondholders, and retained professionals to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.
- Wachovia (f/k/a First Union) and First Union are both lenders to the Debtors. Wachovia affiliated entities are bondholders and lenders to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors. Also, a member of the board of directors of Wachovia is a Director of a current AlixPartners client, Burlington Industries, in matters unrelated to the Debtors.
- Westchester, an insurer of the Debtors, is an adverse party and insurer to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.

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- XL, an insurer of the Debtors, is a current client of AlixPartners in matters unrelated to the Debtors.
- Zurich, an insurer of the Debtors, is an insurer, adverse party, bondholder and creditor to current and former AlixPartners and/or APS clients in matters unrelated to the Debtors.

While we are not currently aware of any other relationships that connect us to any party in interest, because APS and its affiliates serve clients on a national basis in numerous cases, both in and out of court, it is possible that APS or its affiliates may have rendered services to, or have business associations with, other entities which had, or have, relationships with the Company, including creditors of the Company. APS and affiliates have not, and will not perform services for, or have business connections with, any of these aforementioned entities in this matter involving the Company.

The Company agrees to promptly notify APS if it extends (or solicits the possible interest in receiving) an offer of employment to an employee of APS and agrees that it will pay APS a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any other compensation, to be paid to any person working for the Company on behalf of APS that the Company or any of its subsidiaries or affiliates hires at any time up to two years subsequent to the date of the final invoice rendered by APS with respect to this engagement. This agreement does not prohibit the Company from making general solicitations for employment or from soliciting for employment any individuals who have ceased to be employees or agents of APS prior to such solicitation.

If any portion of the letter agreement shall be determined to be invalid or unenforceable, we each agree that the remainder shall be valid and enforceable to the maximum extent possible.

All of the above contains the entire understanding of the parties relating to the services to be rendered by APS and may not be amended or modified in any respect except in writing signed by the parties. APS will not be responsible for performing any services not specifically described in this letter or in a subsequent writing signed by the parties.

All notices required or permitted to be delivered under this letter agreement shall be sent, if to us, to the address set forth at the head of this letter, to the attention of Mr. Melvin R. Christiansen, and if to you, to the address for you set forth above, to the attention of your General Counsel, or to such other name or address as may be given in writing to the other party. All notices under the agreement shall be sufficient if delivered by facsimile or overnight mail. Any notice shall be deemed to be given only upon actual receipt.

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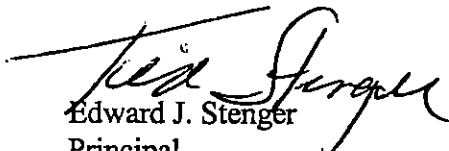
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If these terms meet with your approval, please sign and return the enclosed copy of this agreement. We understand that the Company will seek to have APS retained by the Bankruptcy Court in accordance with the terms of this agreement, nunc pro tunc to April 9, 2003.

We look forward to working with you.

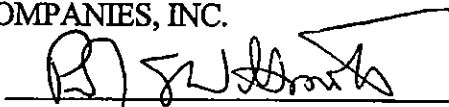
Sincerely yours,

AP SERVICES, LLC


Edward J. Stenger
Principal

Acknowledged and Agreed to:

FLEMING COMPANIES, INC.

By:  _____

Its: Chief Executive Officer _____

Dated: 4/24/03 _____

**AP Services, LLC
Employment by Fleming Companies**

Exhibit A

**Temporary Employees
Individuals With Executive Officer Positions**

Name	Description	Hourly Rate	Commitment Full¹ or Part Time
Becky Roof	Chief Financial Officer	\$570.00	Full Time
Michael Scott	Treasurer	\$570.00	Full Time

Additional Temporary Employees

Name	Description	Hourly Rate	Commitment Full¹ or Part Time
Charles Cipione	TBD	\$440.00	Part Time
Henry Colvin	TBD	\$320.00	Part Time
Barry Folse	TBD	\$440.00	Part Time
Mark Hojnacki	TBD	\$250.00	Full Time
Tim Kreatschman	Assistant Treasurer	\$430.00	Full Time
Larry Leonard	Assistant Treasurer	\$440.00	Full Time
Mead Monger	TBD	\$540.00	Part Time
Kent Percy	TBD	\$360.00	Full Time
Bryan Porter	TBD	\$320.00	Part Time
Rob Stovall	Assistant Treasurer	\$440.00	Full Time

¹ Full time is defined as substantially full time.