Exhibit 1

Termination Agreement

TERMINATION AGREEMENT

This Termination Agreement (this "Agreement") is made and entered into as of April 25, 2003, by and among Fleming Companies, Inc., an Oklahoma corporation ("Fleming"), and Glass & Associates, Inc., a Delaware corporation ("Glass").

A. On March 14, 2003, Fleming and Glass entered into that certain Management Services Agreement (the "MSA") under which Glass provided to Fleming certain restructuring consulting services in exchange for certain periodic, amendment and restructuring fee payments and expense reimbursements as outlined therein. A copy of the MSA is attached to this Agreement as Exhibit A.

B. On April 1, 2003 (the "Petition Date"), Fleming and certain of its subsidiaries filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Jointly Administered under Case No. 03-109454 (the "Bankruptcy Proceeding"). On the Petition Date Glass had been paid in full for all services performed and reimbursed in full for all expenses incurred pursuant to the MSA before the Petition Date. Glass presently holds the sum of $500,000 (the "Retainer") as a retainer under the MSA.

C. Glass continued to provide services to Fleming as debtor-in-possession pursuant to the MSA on the understanding that Fleming would submit an application to the Bankruptcy Court seeking approval to retain Glass to render professional services to Fleming in connection with the Bankruptcy Proceeding pursuant to the terms of the MSA.

D. As a result of developments in the Bankruptcy Proceeding, and as permitted under Section 12 of the MSA, Fleming notified Glass that it intended to terminate Glass' engagement under the MSA, and Glass agreed to such termination.

E. Fleming and Glass are entering into this Agreement to memorialize their respective agreements in connection with the termination of Glass' engagement under the MSA.

F. Fleming and Glass acknowledge and agree that the payments and other provisions hereof are subject to approval by the Bankruptcy Court in connection with the Bankruptcy Proceeding.

G. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the MSA.

Now, therefore, in consideration of the payments to be made hereunder, the mutual promises made herein, and other good and valuable consideration, Fleming and Glass agree as follows, subject in all cases to the approval of the Bankruptcy Court in connection with the Bankruptcy Proceeding:

1. Within ten days after the parties' execution and delivery of this Agreement, Fleming will submit an application to the Bankruptcy Court for the approval of (a) this

Agreement, (b) the retention of Glass to provide services to Fleming and its subsidiaries as the debtors-in-possession and (c) Glass' final compensation and reimbursement of expenses in the Bankruptcy Proceeding. In connection with such application, Glass will appear in support of such application, including the filing of supporting affidavits and related documentation, and will stipulate to the Bankruptcy Court in writing that, other than as expressly reserved in this Agreement, it is releasing any claim it may have against the Fleming bankruptcy estate under the MSA, subject to the approval by the Bankruptcy Court of this Agreement and the receipt by Glass of the Final Payment (as defined in Section 2). In addition, not later than such date, Glass will submit to the Bankruptcy Court a final fee application in the form required by the Bankruptcy Court and the Bankruptcy Code (the "Final Fee Application") detailing its right to the Final Payment. Fleming will appear in support of the Final Fee Application. In the event that either this Agreement or the Final Fee Application are not approved by the Bankruptcy Court, Fleming and Glass will enter into good faith negotiations concerning an alternate arrangement to be submitted to the Bankruptcy Court for approval in the same manner specified above.

2. Upon the approval of this Agreement and the Final Fee Application by the Bankruptcy Court, Fleming will pay Glass, pursuant to Section 5 of the MSA and to the extent allowed by the Bankruptcy Court and specified in the Final Fee Application, the sum of $450,000 as full and final compensation for all services performed by Glass and all reimbursable expenses incurred by Glass under the MSA after the Petition Date (the "Final Payment").

3. Upon payment of the Final Payment, Fleming shall owe no further amounts to Glass as compensation for services performed or reimbursement of expenses incurred under the MSA.

4. The Final Payment to Glass hereunder shall be effected by Glass' application of the Retainer to the amounts due hereunder and (b) Glass's wire transfer of immediately available funds representing the unallocated $50,000 portion of the Retainer (the "Unallocated Retainer") to the account of Fleming as follows:

Bank Name:	J.P Morgan (Chase Bank of Texas) Dallas, Texas
Bank ABA No:	113000609
For the Account of Fleming Companies, Inc.	
Account No:	08805174594

5. Subject to the approval of this Agreement and the Final Fee Application by the Bankruptcy Court and its receipt of the Final Payment, Glass, on behalf of itself and its predecessors, successors and assigns as well as its directors, officers, employees, owners, shareholders, managers, partners, members, agents and affiliates and their respective successors and assigns (collectively, the "Releasing Parties"), hereby forever releases, acquits, discharges, waives and holds harmless Fleming and its subsidiaries as well as their respective predecessors, successors, assigns, directors, officers, employees, owners, shareholders, managers, partners, members, agents and affiliates and their respective successors and assigns (collectively "the Released Parties"), of and from any and all liability, claims, causes of action, suits, damages (actual, compensatory, exemplary or punitive), costs, expenses, losses, debts, profits, covenants, warranties, undertakings, promises, agreements, demands, of any kind, nature or description

whatsoever, whether at law or in equity, in contract or in tort (including but not limited to claims for negligence, bad faith, willful misconduct or malfeasance), arising under any federal, state or local statutory, regulatory or common law, known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, that the Releasing Parties have, ever had, or could have had, including but not limited to, any and all claims based upon, arising from, related to or connected with the creation of the MSA, any performance or nonperformance thereunder or breach thereof, and the events, transactions and occurrences connected with any and all of the foregoing, as well as any other acts or omissions of any kind by any of the Released Parties (collectively, the "Released Claims"); provided that the Released Claims shall not include (a) the right of the Glass to pursue legal and equitable remedies relating to the breach by Fleming of the provisions of this Agreement or (b) Glass' rights under Sections 6, 7, 8, and 17 (to the extent the Bankruptcy Court declines to hear the claim) of the MSA.

6. Subject to the approval of this Agreement and the Final Fee Application by the Bankruptcy Court and its receipt of the Unallocated Retainer, Fleming, on behalf of itself and the other Released Parties, hereby forever releases, acquits, discharges, waives and holds harmless the Releasing Parties of and from the Released Claims; provided that the Released Claims shall not include (a) the right of Fleming to pursue legal and equitable remedies relating to the breach by Glass of the provisions of this Agreement and (b) Fleming's rights under Sections 11 and 17 (to the extent the Bankruptcy Court declines to hear the claim) of the MSA.

7. From and after the date of this Agreement, Fleming, on behalf of itself and the other Released Parties, covenants and agrees that it shall not disparage Glass or any of the other Releasing Parties to any third party and shall not commence, participate in (except as compelled by legal process), or support in any way, directly or indirectly, in any legal or equitable proceeding initiated by any party pertaining the Released Claims. From and after the date of this Agreement, Glass, on behalf of itself and the other Releasing Parties, covenants and agrees that it shall not disparage Fleming or the other Released Parties to any third party and shall not commence, participate in (except as compelled by legal process), or support in any way, directly or indirectly, in any legal or equitable proceeding initiated by any party pertaining to the Released Claims.

8. Fleming represents and warrants that it is fully authorized to execute and deliver this Agreement on behalf of itself and the other Released Parties and that this Agreement is legally binding upon and enforceable against each of them in accordance with its terms, subject to its approval by the Bankruptcy Court. Glass represents and warrants that it is fully authorized to execute and deliver this Agreement on behalf of itself and the other Releasing Parties and that this Agreement is legally binding upon and enforceable against each of them in accordance with its terms.

9. This Agreement is binding and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and assigns. The parties represent, warrant, and agree that they have read, understand and intend to be bound by this Agreement and its recitals, terms, conditions and representations and that they have been represented by legal counsel in connection herewith.

10. Nothing contained in, about or contemplated to be done by this Agreement is or shall be construed as an admission or acknowledgment by any of the parties hereto of any wrongdoing.

11. This Agreement contains and states the entire agreement of the parties hereto with respect to the subject matter hereof. All prior understandings and agreements between the parties hereto are merged into and with this Agreement, which fully, completely and accurately states and expresses their entire understanding and agreement with regard to the subject matter hereof. Upon approval of this Agreement by the Bankruptcy Court, and subject to receipt by Glass of the Final Payment and by Fleming of the Unallocated Retainer, the MSA shall, except as other wise provided in Sections 5 and 6 of this Agreement, be deemed by the parties hereto to have been terminated and, as between the parties to this Agreement, to be of no further force or effect.

12. The representations, warranties, covenants and obligations contained herein are severable and shall survive the execution and delivery of this Agreement. If any provision of this Agreement shall be determined to be invalid, the remainder of this Agreement shall be enforceable. The validity, interpretation, effect and enforceability of this Agreement shall be interpreted and governed by the laws of the State of Texas, except where federal law applies. Nothing herein shall affect either parties' right to enforce this Agreement or to bring legal action for breach of this Agreement. In such event, the prevailing party shall be entitled to recover reasonable attorney fees and court and litigation costs from the non-prevailing party.

13. The parties hereto shall be permitted to disclose the existence and contents of this Agreement in filings with the Bankruptcy Court in connection with the matters contemplated in Section 1.

14. This Agreement may be executed in multiple counterparts, each of which shall constitute an original hereof. Such execution may be effected by the mutual exchange of facsimiles bearing the signatures of the parties.

15. The effectiveness of this Agreement is expressly conditioned upon its approval by the Bankruptcy Court.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective duly authorized signatures effective as of the Effective Date.

FLEMING COMPANIES, INC.

By: _____
Name: Peter S. Willmott
Title: Interim Chief Executive Officer

GLASS & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

10. Nothing contained in, about or contemplated to be done by this Agreement is or shall be construed as an admission or acknowledgment by any of the parties hereto of any wrongdoing.

11. This Agreement contains and states the entire agreement of the parties hereto with respect to the subject matter hereof. All prior understandings and agreements between the parties hereto are merged into and with this Agreement, which fully, completely and accurately states and expresses their entire understanding and agreement with regard to the subject matter hereof. Upon approval of this Agreement by the Bankruptcy Court, and subject to receipt by Glass of the Final Payment and by Fleming of the Unallocated Retainer, the MSA shall, except as other wise provided in Sections 5 and 6 of this Agreement, be deemed by the parties hereto to have been terminated and, as between the parties to this Agreement, to be of no further force or effect.

12. The representations, warranties, covenants and obligations contained herein are severable and shall survive the execution and delivery of this Agreement. If any provision of this Agreement shall be determined to be invalid, the remainder of this Agreement shall be enforceable. The validity, interpretation, effect and enforceability of this Agreement shall be interpreted and governed by the laws of the State of Texas, except where federal law applies. Nothing herein shall affect either parties' right to enforce this Agreement or to bring legal action for breach of this Agreement. In such event, the prevailing party shall be entitled to recover reasonable attorney fees and court and litigation costs from the non-prevailing party.

13. The parties hereto shall be permitted to disclose the existence and contents of this Agreement in filings with the Bankruptcy Court in connection with the matters contemplated in Section 1.

14. This Agreement may be executed in multiple counterparts, each of which shall constitute an original hereof. Such execution may be effected by the mutual exchange of facsimiles bearing the signatures of the parties.

15. The effectiveness of this Agreement is expressly conditioned upon its approval by the Bankruptcy Court.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective duly authorized signatures effective as of the Effective Date.

FLEMING COMPANIES, INC.

By:_____
Name: Peter S. Willmott
Title: Interim Chief Executive Officer

GLASS & ASSOCIATES, INC.

By:_____
Name: Jack R. Stone, Jr.
Title: Principal