

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
Fleming Companies, Inc., <u>et al.</u> , ¹)	Case No. 03-10945 (MFW)
)	(Jointly Administered)
Debtors.)	Related Docket No.: 941

**ORDER UNDER AUTHORIZING THE DEBTORS THE
DEBTORS TO REJECT CERTAIN CONTRACTS [DOCKET NO. 941]**

Upon consideration of the motion of the above-captioned debtors and debtors in possession (collectively, the "Debtors")², seeking entry of an order under section 365(a) of the Bankruptcy Code authorizing the Debtors to reject certain contracts (the "Motion"); and it appearing that the relief requested is in the best interests of the Debtors' estates and creditors; 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 pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion having been given; and it appearing that no other notice need be given; and upon consideration of the objections of Cowan Systems, LLC and CTL

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.; Fuelserv, 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.

² All capitalized terms not otherwise defined herein shall have the meaning given them in the Motion.

Commercial Tractor Leasing, Inc.; and after due deliberation and sufficient cause appearing therefor, it is hereby:

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

ORDERED, that each of the Rejected Contracts listed on Exhibit A, attached hereto, shall be deemed REJECTED; and it is further

ORDERED, that the Motion as it relates to the Warehouse and Handling Lease between the Debtors and the Crosset Company, is hereby continued to the omnibus hearing to be conducted on July 17, 2003; ; and it is further

ORDERED, that the Debtors reserve all rights with respect to the characterization of the Rejected Contracts as executory contracts or otherwise; and it is further

ORDERED that the Debtors, by virtue of the Motion, waived any claim or claims against any of the counterparties to the Rejected Contracts; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: June 4, 2003



The Honorable Mary F. Walrath
United States Bankruptcy Judge

Exhibit A

EXHIBIT A

Contract	Counter-Party	Purpose of Contract	Reason No Longer Needed	Contract Term Expires	Cost of Contract
1. Transportation Services Agreement (Warsaw, NC) Duplicated Contract Carrier (as amended) and associated Maintenance Facility Sublease	USF Logistics Services, Inc. 3880 Salem Lake Drive Long Grove, IL 60047	Transportation of dry grocery and perishable products from Fleming's Warsaw, North Carolina and the lease of Fleet Maintenance Facility to Fleming	Reduced business levels due to loss of Kmart make contract cost prohibitive	September 11, 2005	Approximate \$460,000 per month total expense \$260,000 fixed expense per month
2. Transportation Services Agreement Dedicated Contract Carrier dated February 10, 1998 (as amended)	Single Source Transportation Co. 3200 Ruan Center 666 Grand Avenue Des Moines, IA 50309	Transportation of dry grocery and perishable food products from Fleming's Phoenix division	Reduced business levels make contract expense prohibitive	April 18, 2004	Approximate \$500,000 per month total expense \$217,000 fixed expense per month
3. Transportation Services Agreement Dedicated Contract Carrier (as amended) and associated Maintenance Facility Sublease	USF Logistics Services, Inc. 3880 Salem Lake Drive Long Grove, IL 60047	Transportation of dry grocery and perishable food products from Fleming's Lubbock, Texas division	The closing of this division eliminates the need for this contract	December 13, 2005	\$500,000 per month
4. Reclamation Agreement	Return, Inc. 100 West Lake Street Wayzata, MN 55391	Processing of returned merchandise in Kansas City area	Reclamation center never became operational for Fleming's Services	Ongoing 12 month contract beginning May 12, 2002	Minimum fee of \$7,500 per period may be claimed by Return, Inc.
5. Reclamation Agreement	Return, Inc. 100 West Lake Street Wayzata, MN 55391	Processing of returned merchandise in the Fort Wayne area	After Kmart business terminated, this center was no longer needed	Ongoing 12-month contract beginning July 26, 2002	Minimum fee may be claimed by Return, Inc.

Contract	Counter-Party	Purpose of Contract	Reason No Longer Needed	Contract Term Expires	Cost of Contract
6. Reclamation Agreement	Return, Inc. 100 West Lake Street Wayzata, MN 55391	Processing of returned merchandise in the Lincoln area	Reclamation center never became operational for Fleming. Services	On going 12 month contract beginning May 14, 2002	Minimum fee of \$7,500 per period may be claimed by Return, Inc.
7. Suite Sublicense Agreement	Personnel Decisions International Corporation 2000 Plaza VII Tower 45 South Seventh Street Minneapolis, MN 55402-1608 Attn: Cay Shea Hellerrik	Certain rights to Suite no. 31 in New Minnesota Wild Arena	Rainbow Food Group is selling all stores in Minnesota	August 31, 2003	\$12,594.00 (quarterly)
8. Advertising Contract	Paul Saints Professional Baseball Club Midway Stadium 1771 Energy Park Drive St. Paul, MN 55108	Advertising and ticket purchases	Rainbow Food Group is selling all stores in Minnesota	2003 Season	\$42,056 per season
9. Sponsorship and Promotion Agreement	Minnesota Timberwolves Basketball Limited Partnership Target Center 600 First Avenue North Minneapolis, Minnesota	Advertising, ticket purchases, and community service programs	Rainbow Food Group is selling all stores in Minnesota	2002-2003 season	\$367,500 for the season paid in 5 equal installments - in January through May.
10. Sponsorship Agreement Target Center	Target Center/Clear Channel Entertainment 600 First Avenue North Minneapolis, MN 55403	Sponsor entertainment events held at the center	Rainbow Food Group is selling all stores in Minnesota	May 31, 2004	\$450,000 per year payable quarterly beginning June 1.
11. Sponsorship Agreement	Minnesota Vikings 9520 Viking Drive Eden Prairie, MN 55344	advertising, tickets	Rainbow Food Group is selling all stores in Minnesota	through 2003 season	\$125,685 payable in three payments, June - August
12. Private Spectator Suite -- Suite License Agreement, Hubert H. Humphrey Metrodome	Minnesota Vikings Development, Inc. c/o Michael F. Kelly, Jr. Executive Vice President 9520 Viking Drive Eden Prairie, MN 55344	Right to use Suite at Hubert H. Humphrey Metrodome	Rainbow Food Group is selling all stores in Minnesota	March 31, 2004	\$181,910 payable 4/1/2003 for April 11, 2003 through March 31, 2004

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13. Chef Andrew Partnership 2001 Sponsorship Agreement	KMSP-TV Chef Andrew 11358 Viking Drive Eden Prairie, MN 55344	Advertising	Rainbow Food Group is selling all stores	Month to month	\$100,000 per year
14. Sponsorship Agreement	Saint Paul Facilities Management, LLC 444 Cedar Street, Suite 900 Saint Paul, MN 55101 (other notice party?)	Advertising & promotion	Rainbow Food Group is selling all stores	June 30, 2003	\$108,160 payable the 1 st of July and October, 2002 and January and April 2003
15. Sponsorship Agreement	Minnesota Wild Hockey Club, LP 444 Cedar Street, Suite 900 Saint Paul, MN 55101 (other notice party?)	Advertising and promotion	Rainbow Food Group is selling all stores	June 30, 2003	\$199,717.44 payable the 1 st of July and October, 2002 and January and April, 2003
16. Transportation Agreement executed November 26, 1997 as amended by Letter Agreement dated October 30, 2000 and all schedules attached thereto	Transervice Logistics, Inc. 5 Dakota Drive Lake Success, NY 11042	Transportation Services	Division closed	December 31, 2003	\$60, 653 per week
17. Service Agreement dated March 25, 2003	Drivers Leasing, Inc. P.O. Box 197 Fairview Village, PA 19409	Agreement to lease at least 14 drivers for at least 45 hours per week.	Closing division	August, 2004	\$14,650 per week
18. Letter Agreement	Commercial Trailer Leasing, Inc. 390 Tonnelle Ave. Jersey City, NJ 27306	Leasing of 6 trailers	Closing division	May 15, 2005	\$1000 per week
19. Ryder Transportation Services Truck Lease and Service Agreement dated August 27, 2001	Ryder Truck Rental, Inc. 3600 N.W. 82 nd Avenue Miami, FL 33166	Leasing of 6 trailers	Closing division	Four years after Ryder tendered vehicle	\$7000 per week

Contract	Counter-Party	Purpose of Contract	Reason No Longer Needed	Contract Term Expires	Cost of Contract
20. Severance Agreement dated December 30, 2002	Robert P. Liska c/o William J. Egan, PLC 150 Edina Executive Plaza 5200 Wilson Rd. Edina, MN 55424	Severance benefits	Change in company severance policy	Ongoing	\$322,500
21. Transportation Services Agreement Dedicated Contract Carrier dated November 1, 2001	Cowan System, LLC 1910 Halethorpe Farms Road Baltimore, MD 21227	Transportation of dry grocery and perishable food products from Fleming's North East, Maryland division.	Closing division	October 31, 2006	\$37,280 per week
22. Reclamation Agreement dated February 13, 1991 as amended.	ReTurn, Inc. 100 West Lake Street Wayzata, MN 55391	Processing of returned merchandise in Superior service area.	Alternate supplier of services selected at less cost to Fleming	Ongoing 12 month contract	Average cost per month in 2003-- \$10,870
23. Reclamation Agreement dated June 11, 1999	ReTurn, Inc. 100 West Lake Street Wayzata, MN 55391	Processing of returned merchandise in LaCross GMB service area	Alternate supplier of services selected at less cost to Fleming	Ongoing 12 month contract	Average cost per month in 2003-- \$5246
24. Reclamation Agreement dated May 21, 1991	ReTurn, Inc. 100 West Lake Street Wayzata, MN 55391	Processing of returned merchandise in LaCross service area	Alternate supplier of services selected at less cost to Fleming	Ongoing 12 month contract	Average cost per month in 2003-- \$16,496
25. Reclamation Agreement dated November 17, 1993	ReTurn, Inc. 100 West Lake Street Wayzata, MN 55391	Processing of returned merchandise in Minneapolis area	Alternate supplier of services selected at less cost to Fleming	Ongoing 12 month contract	Average cost per month in 2003-- \$10,975