EXHIBIT D

LAW OFFICES
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325 CHESTNUT STREET
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JEFFREY M. CHEBOT**
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ROGER M. WHITEMAN*
COUNSEL TO THE FIRM

*MEMBER OF THE PA BAR ONLY
**MEMBER OF THE NJ AND PA BARS

NEW JERSEY OFFICE
211 BENIGNO BOULEVARD, SUITE 201A
BELLMAWR, NEW JERSEY 08031
856-931-5544

June 18, 2003

Via Facsimile and U.S. Mail
(312) 660-0168

Harry Morford
Vice President of Produce Operations
Fleming Companies, Inc.
1945 Lakepointe Drive
P.O. Box 299013
Lewisville, TX 75029

Re: In re Fleming Companies, Inc., et al., United States Bankruptcy Court, District of Delaware, Chapter 11, Case No.: 03-10945(MFW) (Jointly Administered)

Dear Mr. Morford:

We represent Sunkist Growers, Inc., one of the creditors of Fleming Companies, Inc., under the Perishable Agricultural Commodities Act. I am transmitting to you with this letter a partially executed form of a Letter Agreement which I have signed on behalf of and with the authorization of my client. Please note that with the consent of your counsel, Steve Kotarba, Esquire, I have modified paragraph (iii)(A) and initialed this provision and have incorporated Rider 1 by reference in paragraph (v). Rider 1 is also transmitted herewith as part of the Letter Agreement.

Pursuant to the Letter Agreement, kindly forward the "Estimated PACA Payment" to this office in the amount of $231,540.49 within three (3) calendar days as agreed. We would also ask that you kindly send us a counterpart executed by the Debtors.

Thank you for your consideration.

Very truly yours,

Jeffrey M. Chebot

JMC/kad
Enclosure
cc: Kristen J. Moyer, Esquire (w/encl.)
Robert Bagarotti (w/encl.)
Rosemarie Rupp (w/encl.)

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	4707
CONNECTION TEL	13128612200p65
SUBADDRESS	
CONNECTION ID	KIRKLAND AND ELL
ST. TIME	06/18 14:09
USAGE T	02'46
PGS.	10
RESULT	OK

FAX TRANSMISSION

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PERSONAL AND CONFIDENTIAL

Date: June 18, 2003

To: Steven Kotarba, Esquire Fax: 312-861-2200

Pages: 10, including cover sheet

From: Jeffrey M. Chebot, Esquire

Re: In re: Fleming Companies, Inc., et al., United States Bankruptcy Court, District of Delaware, Chapter 11, Case No.: 03-10945(MFW) (Jointly Administered)

COMMENTS:

CAUTION - CONFIDENTIAL

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ORIGINAL DOCUMENTS: WILL _____ WILL NOT X FOLLOW BY MAIL

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PERSONAL AND CONFIDENTIAL

Date: June 18, 2003

To: Harry Morford

Fax: (312) 660-0168

From: Jeffrey M. Chebot, Esquire

Re: In re: Fleming Companies, Inc., et al., United States Bankruptcy Court, District of Delaware, Chapter 11, Case No.: 03-10945(MFW) (Jointly Administered)

Pages (including cover sheet): 9

COMMENTS:

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Fleming™

1945 Lakepointe Drive
P.O. Box 299013
Lewisville, TX 75029

Jeffrey M Chebot
Whiteman Bankes & Chebot LLC
325 Chestnut St, Ste 1300
Constitution Pl
PHILADELPHIA, PA 19106

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Sunkist Growers Inc**

Dear Valued Supplier:

Fleming Companies, Inc. and certain of its subsidiaries[1] (the "Debtors") 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 Court") on April 1, 2003 (the "Petition Date"). Prior to the Petition Date the Debtors purchased agricultural goods from you, many of which may qualify for treatment under the Perishable Agriculture and Commodities Act ("PACA").

The Bankruptcy Court has entered the PACA Order[2] in these cases to govern a process for the Debtors to review, object to if necessary and pay PACA claims. Because of difficulties inherent in the reconciliation process, the reconciliation of PACA Claims in these cases is labor intensive and time consuming. In order to provide a mechanism for payment to vendors such as yourself earlier than would likely be the case under the PACA Order, the Debtors have

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1 03-10944 - Core-Mark International, Inc.; 03-10945 - Fleming Companies, Inc.; 03-10946 - ABCO Food Group, Inc.; 03-10947 - ABCO Markets, Inc.; 03-10948 - ABCO Realty, Corp.; 03-10949 - ASI Office Automation, Inc.; 03-10950 - Core-Mark Mid-Continent, Inc.; 03-10951 - Core-Mark Interrelated Companies, Inc.; 03-10952 - C/M Products, Inc.; 03-10953 - FAVAR Concepts, Ltd.; 03-10954 - Fleming Foods Management Co., L.L.C.; 03-10955 - Fleming Foods at Texas, LP; 03-10956 - Fleming International, Ltd.; 03-10957 - Fleming Transportation Service, Inc.; 03-10958 - Fleming Supermarkets of Florida, Inc.; 03-10959 - Food 4 Less Beverage Company, Inc.; 03-10960 - FuelServ, Inc.; 03-10961 - General Acceptance Corporation; 03-10962 - Marquise Ventures Company, Inc.; 03-10963 - Head Distributing Company; 03-10964 - Minter-Weisman Co.; 03-10965 - Piggly Wiggly Company; 03-10966 - Progressive Realty, Inc.; 03-10967 - Rainbow Food Group, Inc.; 03-10968 - Retail Investments, Inc.; 03-10970 - Retail Supermarkets, Inc.; 03-10971 - RFS Marketing Services, Inc.; 03-10972 - Richmar Foods, Inc.; and, 03-10973 - Dunigan Fuels, Inc.

2 The Order Requiring Segregation of Funds to Cover Certain PACA Claims and Authorizing Procedure for Reconciliation and Payment of Valid Claims Under the Perishable Agricultural Commodities Act and the Packers and Stockyard Act.

negotiated and obtained the necessary consent from their lending banks as well as the Official Committee of Unsecured Creditors to enter an agreement (the "Letter Agreement") on the terms proposed below. The intent of this Letter Agreement is to allow the Debtors to pay vendors on an expedited basis, to obtain the information necessary to reconcile disputed portions of claims on an expedited basis and, if appropriate, to make payment on such contested amounts once reconciled. This Letter Agreement is also intended to save both parties the time and expense of potential litigation as well as to preserve the Debtors' liquidity as they work to stabilize their business - the stabilization of which will inure to the benefit of all creditors including the Debtors' PACA vendors.

Therefore, the Debtors and **Sunkist Growers Inc** ("Vendor") agree as follows:

(i) Vendor has filed PACA Claim No. **r2802** ("Claim No. **r2802**") in the amount of **$340,181.63** (the "Asserted Claim Amount") in these cases.

(ii) Following a review of Claim No. **r2802** and pursuant to their claim reconciliation protocol, the Debtors are prepared to make an expedited, preliminary payment to Vendor in the amount of **$231,504.49** at this time (the "Estimated PACA Payment"). The Debtors agree to pay the Estimated PACA Payment to Vendor within 3 calendar days of Vendor signing and returning this Letter Agreement to the Debtors.[3] The Debtors reserve their right, following further reconciliation efforts, to assert that the Estimated Payment was in excess of the valid PACA Claim of Vendor (an "Overpayment") and that the Overpayment must be returned by the Vendor to the Debtors. The Debtors may setoff any Overpayment against either (a) amounts due Vendor after further reconciliation of any Unreconciled Claim Portion (as defined in paragraph (iii) below) or (b) against post-petition invoices owed by the Debtors to Vendor. The Debtors will provide detail of any asserted Overpayment to Vendor and will provide notice in advance of any offset. Any dispute with respect to the amount or existence of an Overpayment shall be resolved by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

(iii) The difference between the Asserted Claim Amount (as defined in paragraph (i) above) and the Estimated PACA Payment (as defined in paragraph (ii) above) is the unreconciled portion of Vendor's PACA Claim (the "Unreconciled Claim Portion").

(A) ~~As~~ Vendor ~~has not, to date~~, provided electronic detail in support of Claim No. **r2802**, ~~Vendor agrees to provide electronic detail~~ to the

[3] The Debtors will accept fax signatures to 312-660-0168.

Debtors ~~in support of its claim~~, including invoice number, invoice date, purchase order number and invoice amount, (the "Electronic Data") ~~within 7 calendar days of receiving this letter~~.

(B) Vendor agrees, to the extent necessary, to provide additional information necessary to reconcile Claim No. **r2802** (the "Additional Detail"), at the Debtors' request, to the Debtors on a timely basis.

(C) The Debtors agree that, on or before August 16, 2003, the date of the Second Supplemental PACA Report, as defined in the PACA Order (the "Reconciliation Period"), the Debtors will complete their reconciliation of Claim No. **r2802** including, to the extent the Electronic Data or Additional Detail has been timely provided, their reconciliation of the Unreconciled Claim Portion. Any payments due by the Debtors to Vendor following reconciliation of the Unreconciled Claim Portion shall be made in accordance with the PACA Order.[4]

(iv) In the event that, at the time for filing the Second Supplemental PACA Report, the Debtors do not believe that all or a portion of Claim No. **r2802** represents a valid PACA claim, the Debtors shall list such amount (the "Contested Claim") on such Supplemental PACA Report and such Contested Claim shall be governed by the PACA Order.

(v) During the Reconciliation Period, Vendor agrees (a) to refrain from taking any legal action to enforce Claim No. **r2802**, and (b) to establish "Customary Trade Terms" which were available to each of the Debtors' operations. "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, and specifically excluding promotional dating of payment terms) which were available to each of the Debtors' operations individually 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 Debtors and Vendor, subject to the consent to any such other trade terms of the agents appointed pursuant to the DIP Credit Agreement and with notice of such other trade terms to the court-appointed advisors of the

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4 The PACA Order provides for the Debtors to file a Supplemental PACA Report on July 16, 2003 and August 16, 2003.

Official Committee of Unsecured Creditors, which information shall be kept confidential and shall not be shared by such advisors with Committee members, 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. See Rider 1, incorporated by reference.

(vi) The Company and Vendor agree that any dispute with respect to this Letter Agreement shall be determined by the Bankruptcy Court.

If you have any questions about this agreement please do not hesitate to contact the Fleming PACA reconciliation team at (972) 535-7149 or via e-mail at cms@fleming.com.

Sincerely,

/s/ Harry Morford

Harry Morford
Vice President of Produce Operations
Fleming Companies, Inc.

Re: Fleming Companies, Inc., et al. Bankruptcy Case No. 03-10945; Letter Agreement regarding reconciliation of PACA claim asserted by **Sunkist Growers Inc**

Agreed and Accepted by:
Sunkist Growers Inc

By: _____
Its: Jeffrey M. Chebot, attorney-at-law
and authorized agent

The Debtors

By: _____
Its: _____

Dated June 18, 2003

Rider 1 to Letter Agreements regarding reconciliation of

PACA claims asserted in the Fleming Companies, et al. cases

1. For those Vendors that have, prior to entering into the Letter Agreement,[1] previously reached agreement with the Debtors on credit terms that Vendor will provide to the Debtors with respect to the Debtors' purchase of Vendor's product (the "Existing Terms"), notwithstanding anything contained in paragraph (v)(b) of the Letter Agreement, these Existing Terms shall constitute Customary Trade Terms and shall satisfy Vendor's requirements under paragraph (v)(b) of the Letter Agreement.

2. Paragraph (v)(b) of the Letter Agreement shall be read to require only that, to the extent a Vendor provides product to the Debtors after the date of the Letter Agreement, that such product be provided on Customary Trade Terms. Paragraph (v)(b) is not intended to and shall not operate to require that a Vendor which enters into a Letter Agreement subsequently ship new product to the Debtors.

JMC

[1] All capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Letter Agreement between the Debtors and Vendor regarding the reconciliation of Vendor's PACA Claim(s) in these cases.