

In re:) Chapter 11
)
Fleming Companies, Inc., et al.,) Case No. 03-10945 (MFW)
) (Jointly Administered)
Debtors.)
Related to Docket No. 971

**ORDER PURSUANT TO SECTION 362(d) OF THE BANKRUPTCY CODE
GRANTING HERSHEY FOODS CORPORATION
RELIEF FROM THE AUTOMATIC STAY TO TERMINATE
A CERTAIN MILITARY DISTRIBUTION AGREEMENT**

Upon consideration of the Motion of Hershey Foods Corporation for Relief From the Automatic Stay Pursuant to Section 362 of the Bankruptcy Code (the "Motion"); and having reviewed opposition filed by the debtors and debtors-in possession (collectively, the "Debtors") and the Official Committee of Unsecured Creditors (the "Committee"); 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 after due deliberation and sufficient cause appearing therefor; and after a hearing held on June 4, 2003 (the "Hearing") and with the consent of the Debtors and the Committee expressed at the Hearing and no other opposition having been voiced at the Hearing; it is hereby ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The automatic stay contained in § 362(a) of the Bankruptcy Code is hereby vacated so that Hershey Foods Corporation ("Hershey") may terminate the Military Distribution Agreement dated December 27, 1991 (the "Agreement"), except as set forth herein.

3. With respect to the Debtors' distribution center in Hawaii, Hershey may terminate the Agreement at will by giving not less than thirty (30) days prior written notice of termination to Fleming at any time. Except with respect to the distribution center in Hawaii, no particular amount of notice need be given in order to terminate the Agreement.


4. Hershey and the Debtors will discuss the possibility of continuing the Agreement with respect to the Hawaii distribution center. However, neither party is obligated to enter into any agreement that requires any continued contractual relationship with respect to Hawaii.

5. Hershey and the Debtors will attempt to promptly reconcile, in good faith, any amounts due to or from the Debtors arising from the Agreement. All rights and defenses are preserved. The Debtors and Hershey will cooperate to attempt to insure a smooth transition to other distributors who will service Hershey's military business in the future with respect to the non-Hawaii distribution centers. Prior to termination, Fleming will service all locations to the best of its abilities.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

7. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon entry.

Dated: July 28, 2003



The Honorable Mary F. Walrath
United States Bankruptcy Judge