

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
Fleming Companies, Inc., et al.,¹
Debtors.

Chapter 11
Case No. 03-10945 (MFW)
(Jointly Administered)
Hearing Date: August 14, 2003, 9:00 a.m.
Objection Date: August 11, 2003, 12:00 p.m.

**NOTICE RE INITIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE MOTION**

PLEASE TAKE NOTICE that this notice (the "Assignment Notice") is provided to you in connection with the previous notice that was sent to you entitled "Notice re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion" dated July 11, 2003 (the "Original Cure Notice")² and the Supplemental Notice re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion" dated July 18, 2003 (the "Supplemental Cure Notice").

PLEASE TAKE FURTHER NOTICE that on **August 14, 2003, at 9:00 a.m. EST** (the "Initial Assignment Hearing Date"), the Debtors will move to assume and assign the contracts identified in the attached Schedule to **Associated Grocers of Florida, Inc.** or its designated affiliate ("Assignee"). Financial information pertaining to Assignee, may be obtained by contacting Marjon Ghasemi at Kirkland & Ellis LLP at the below phone number.

PLEASE TAKE FURTHER NOTICE that as identified in the Supplemental Cure Notice, to be considered, any objections with respect to the Cure Amount arising before July 11, 2003 ("Cure Objections") as set forth on the Schedule attached to the Original Cure Notice, must have been timely received by the Notice Parties on or before July 28, 2003. No Cure Objections that were not timely filed will be considered.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the proposed assignment must set forth in writing, with particularity, any other basis for objection to the assumption and assignment, including lack of adequate assurance of future performance, not required to be asserted by July 28, 2003 as set forth in the Supplemental Cure Notice. Any such additional objection by a party to a contract or lease on the Initial Assignment List must be filed with the Bankruptcy Court and served in such a manner that it is **actually received on or before August 11, 2003 by 12:00 p.m. EST**, by (i) Fleming Companies, Inc., attn: Contracts Department, 1945 Lakepointe Drive, Lewisville, TX 75057, Shirley S. Cho, Kirkland & Ellis LLP, 777 South Figueroa Street, Los Angeles, California 90017 and Geoffrey Richards, Kirkland & Ellis LLP, 200 East Randolph Drive, Chicago, Illinois 60601 and Laura Davis Jones, Pachulski, Stang, Ziehl, Young, Jones & Weintraub P.C., 919 North Market Street, 16th Floor, Wilmington, Delaware 19801; (ii) the Lenders, c/o Andrew DeNatale, White & Case, 1155 Avenue of the Americas, New York, New York 10036; (iii) counsel to the Committee, c/o Dennis Dunne, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005 and Robert S. Hertzberg, Pepper Hamilton LLP, 36th Floor, 100 Renaissance Center, Detroit, Michigan 48243-1157. Any objection not conforming to the foregoing will not be considered by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Selling Debtors reserve the right to remove your contract or lease from the proposed assumption/assignment list before the date of the hearing or to seek continuance of the hearing date upon further notice to you.

Wilmington, Delaware

Dated: August 4, 2003

Co-Counsel for the Debtors and Debtors in Possession

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¹ The Debtors are the following entities: Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark International, 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 Any capitalized term not defined in this Assignment Notice shall have the meaning as set forth in the Original Cure Notice.

Contract Number	Main File Name	Lease Number (if applicable)	TYPE
4885	A.M.T. Supermarket, Inc.		FSA
2072	B&B Supermarket, Inc.		FSA
4833	B&R Supermarkets, Inc.		FSA
2076	B&R Supermarkets, Inc.		FSA
4955	B&R Supermarkets, Inc. dba Milam's Market #1		FSA
4956	B&R Supermarkets, Inc. dba Milam's Supermarket IGA #4		FSA
6993	PRIM Fleming Warehouse, LLC	FL-746	REAL ESTATE