IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Fleming Companies, Inc., et al.,[1]	Case No. 03-10945 (MFW)
Debtors.	(Jointly Administered)
	Hearing Date: September 4, 2003, 2:00 p.m. Objection Date: August 28, 2003, 12:00 p.m.

NOTICE RE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO SUPERVALU INC. (HEARING DATE: SEPTEMBER 4, 2003)

PLEASE TAKE NOTICE that on **September 4, 2003, at 2:00 p.m. EST** (the "Assignment Hearing Date"), the Selling Debtors[2] will move to assume and assign the contracts identified in the attached schedule (the "Assignment List") to **Supervalu Inc.** or its designated affiliate ("Assignee"). To obtain Assignee's financial information, please refer to docket number 3012, which can be accessed at www.bmccorp.net/fleming or at the Bankruptcy Court website at www.deb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that this notice (the "Assignment Notice") is provided to you in connection with the "Order (A) Approving Asset Purchase Agreement by and Among Fleming Companies, Inc., C&S Wholesale Grocers, Inc., C&S Acquisition LLC and the Other Parties Named Therein, (B) Authorizing (I) Sale of Substantially all of Selling Debtors' Assets Relating to the Wholesale Distribution Business to Purchaser or its Designee(s), Free and Clear of all Liens, Claims, Encumbrances and Interests and (II) Process for Assumption and Assignment of Certain Executory Contracts, License Agreements and Unexpired Leases to Purchaser or its Designee(s) and Establishing the Maximum Cure Amount with Respect Thereto and (C) Granting Related Relief" (the "Sale Order") entered August 15, 2003. The provisions of the Sale Order are incorporated as though fully set forth herein. For a complete copy of the Sale Order, please refer to docket number 3142, which can be accessed at www.bmccorp.net/fleming or at the Bankruptcy Court website at www.deb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that paragraphs 15 -17[3] of the Sale Order identify certain limitations with regard to cure objections. Any such limitations identified in the Sale Order **will not be binding on the counter parties (the "Counter Parties") on the attached Assignment List with regard to the contracts identified herein**, as the Selling Debtors have learned that the Counter Parties were not served with certain of the necessary cure notices referenced in the Sale Order. Accordingly, the Counter Parties may object to the assumptions and assignments contemplated on any relevant grounds, including objecting to the cure amount (the "Cure Amount") identified in the Assignment List.

PLEASE TAKE FURTHER NOTICE that any objection to the Cure Amount as set forth in the attached Assignment List **must set forth, in writing, with particularity, (i) the number assigned to your contract or lease as set forth in the Assignment List attached hereto; (ii) the amount you believe should be the Cure Amount for each contract or lease at issue; (iii) a copy of your contract(s) or lease(s) if available; and (iv) any other basis for objection to the proposed assumption and assignment**, and must be filed with the Bankruptcy Court and served in such a manner that it is **actually received on or before August 28, 2003 by 12:00 p.m. EST,** by (i) Fleming Companies, Inc., attn: Contracts Department, 1945 Lakepointe Drive, Lewisville, TX 75057, Marjon Ghasemi, Kirkland & Ellis LLP, 777 South Figueroa Street, Los Angeles, California 90017 and Steven Kotarba, 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; and (iv) Richard S. Cobb, Landis Rath & Cobb LLP, 919 Market Street, Suite 600, P.O. Box 2087, Wilmington, DE 19899. 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 Assignment List before the Assignment Hearing Date or to seek continuance of the hearing date upon further notice to you.

Wilmington, Delaware
Dated: August 20, 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] The Selling Debtors are Fleming Companies, Inc., Fleming Transportation Service, Inc., Piggly Wiggly Company, RFS Marketing Services, Inc., Fleming International, Ltd., Fleming Foods of Texas, L.P., and Fleming Foods Management Co., LLP.

[3] Specifically, paragraphs 15, 16 and 17 of the Sale Order provide that if parties have not filed an objection by July 29, 2003 to the cure amount (the "Cure Amount") as reflected on the schedule (the "Cure Schedule") attached to the "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"), then the amount reflected on the Cure Schedule, as set forth on Exhibit A to the Sale Order shall be the maximum amount that any such party may assert with respect to any damages arising from an alleged default under the contract or lease arising prior to July 11, 2003 (the "Maximum Cure Amount"). As further set forth in the Sale Order (paragraph 17), provides that parties are entitled to assert an objection for any alleged pecuniary loss, if any, incurred from the date of the Original Cure Notice through the date on which your contract or lease will be assumed and/or assigned and any other additional basis for opposition to the assumption and/or assignment, including lack of adequate assurance of future performance by the relevant objection deadline. Paragraph 16 of the Sale Order provides that if parties had filed an objection by July 29, 2003 (a "Cure Objection") to the Cure Amount, any such Cure Amounts would be limited as follows: (i) the Cure Amount shall be limited to any legal theories, categories, types or kinds of claims that are set forth in your respective Cure Objection; and (ii) no Cure Amount shall be permitted if the Cure Amount was known, or should have been known with reasonable diligence, by parties and were not asserted in the respective written Cure Objections with reasonable particularity.

Contract Number	Counter Party	Type	Division
4516	Brian Hilley	FRANCHISE	Fleming Companies, Inc. (Jubliee)
4573	Dave Fish	FRANCHISE	Fleming Companies, Inc. (Jubliee)
4480	Knowlan's Supermarkets, Inc.	FRANCHISE	Fleming Companies, Inc. (Festival Foods)
4481	Knowlan's Supermarkets, Inc.	FRANCHISE	Fleming Companies, Inc. (Festival Foods)
4482	Knowlan's Supermarkets, Inc.	FRANCHISE	Fleming Companies, Inc. (Festival Foods)
5145	Luverne Supermarket, Inc.	FSA	La Crosse
5074	Packfest, Inc.	FSA	La Crosse
2062	R&M Markets, Inc.	FSA	MILWAUKEE
5055	Ravenna Foods, Inc.	FSA	MASSILLON
4866	Reinhart's & Quail, LLC	FSA	La Crosse
4520	Russ Graves	FRANCHISE	Fleming Companies, Inc. (Jubliee)
5257	Skogens Foodliner, Inc.	FSA	La Crosse
7373	Burkyfest	FRANCHISE	
7382	Daniels of Janesville LLC	FSA	Milwaukee
	Daniels Sentry Walworth,Elkhorn, Janesville		
7381	LLC	FSA	Milwaukee
4386	Dave Hagenbarth	FRANCHISE	Fleming Companies, Inc. (Jubliee)
7371	Festa Food Group, LLC	FRANCHISE	
7380	Festa Food Group, LLC	SIGN LEASE	
7376	Festa Food Group, LLC	FSA	Milwaukee
7372	Kenwood Foods	FRANCHISE	
7374	Marietta Metro Markets, Inc.	FSA	Massillon
7383	Nemecek Foods, Inc.	FSA	Milwaukee
7384	Nemecek Foods, Inc.	FSA	Milwaukee
7385	Nemecek Foods, Inc.	FSA	Milwaukee
7368	QVS Food Group, LLC	FRANCHISE	
7369	QVS Food Group, LLC	FRANCHISE	
7370	QVS Food Group, LLC	FRANCHISE	
7377	QVS Food Group, LLC	SIGN LEASE	
7378	QVS Food Group, LLC	SIGN LEASE	
7379	QVS Food Group, LLC	SIGN LEASE	
7375	QVS Food Group, LLC	FSA	Milwaukee