

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re)	Chapter 11
)	
FLEMING COMPANIES, INC. et al.,)	Case No. 03-10945 (MFW)
)	
Debtors.)	Jointly Administered
_____)	

STIPULATION

Phoenix Foodco Investors, LLC (the “Phoenix Landlord”), SLC Foodco Investors, LLC (the “SLC Landlord” and, together with the Phoenix Landlord, the “Landlords”), C&S Wholesale Grocers, Inc. (“C&S”) and the above-captioned debtors and debtors-in-possession (the “Debtors”) hereby stipulate as follows:

WHEREAS, on April 1, 2003 (the “Petition Date”), the Debtors commenced these voluntary chapter 11 cases under the Bankruptcy Code.

WHEREAS, prior to the Petition Date, the Phoenix Landlord and Fleming Companies, Inc., (“Fleming”), one of the Debtors, entered into a lease agreement dated June 28, 2002 (the “Phoenix Lease”), pursuant to which Fleming leased nonresidential real property in Phoenix, Arizona, at which the Debtors previously operated a large distribution facility for their wholesale distribution business (the “Phoenix Premises”);

WHEREAS, prior to the Petition Date, the SLC Landlord and Fleming entered into a lease agreement dated June 28, 2002 (the “SLC Lease” and, together with the Phoenix Lease, the “Leases”), pursuant to which Fleming leased nonresidential real property in Salt Lake City, Utah, at which the Debtors previously operated a large distribution facility for their wholesale distribution business (the “SLC Premises” and, together with the Phoenix Premises, the “Premises”);

WHEREAS, both of the Premises have floor-to-ceiling racking used in connection with the food distribution business (the "Racks"), and certain personal property is also located at the Premises;

WHEREAS, on April 21, 2003, the Landlords served a motion for immediate payment of administrative expenses relating to the Leases (the "Administrative Claim Motion");

WHEREAS, the Debtors and the Landlords have agreed to adjourn from time to time the hearing on the Administrative Claim Motion;

WHEREAS, by order dated August 15, 2003, the Debtors sold substantially all their assets relating to their wholesale distribution business to C&S, including all personal property of Fleming located at the Premises, and such sale has closed;

WHEREAS, C&S and the Landlords dispute ownership of the Racks;

WHEREAS, on August 20, 2003, the Debtors filed and served a motion to reject the Leases with a retroactive effective date of rejection of August 31, 2003 (the "Rejection Motion");

WHEREAS, on August 25, 2003, the Debtors sent a notice by overnight mail to the Landlords relating to the rejection of the Leases and vacation of the Premises (the "Rejection Notice");

WHEREAS, the Landlords immediately took steps to take control of the Premises, including barring C&S and its agents from the Premises;

WHEREAS, on August 28, 2003, the Debtors sent a notice by overnight mail to the Landlords seeking to rescind the Rejection Motion and the Rejection Notice;

WHEREAS, to avoid substantial, uncertain and costly litigation, the parties hereby stipulate as follows:

1. The Debtors shall immediately pay to the Landlords by wire transfer all amounts due under the Leases on September 1, 2003, which the Debtors and the Landlords agree (without prejudice to the Landlords' amounts in the Administrative Claim Motion) are the following amounts: Phoenix - \$247,810.58; Salt Lake City - \$170,665.17. Until such funds are received by the Landlords or their agent, this Stipulation is not effective. On receipt of such funds, the Landlords shall allow the Debtors and C&S and their agents full access to the Premises.

2. The Rejection Motion is withdrawn without prejudice and the Rejection Notice is rescinded.

3. The parties shall bear their own costs with respect to all events relating to the Rejection Notice and the Landlords' reoccupation of the Premises. The parties also retract all related notices of threatened litigation between each other, including the notice sent by Landlords to Gordon Brothers.

4. The Phoenix Landlord waives any ownership claim to the Racks located on the Phoenix Premises, and C&S and the Debtors waive any ownership claim to the Racks located at the SLC Premises.

5. C&S and the Debtors shall remove all their personal property from the Premises on or before September 30, 2003. Any property not removed by that date is deemed abandoned to the Landlords, and they are free to dispose of such property without any liability to C&S or the Debtors. C&S assumes responsibility for any damage to the Premises or to the Landlords' property, including, but not limited to, debris or other, similar trash left on the Premises by C&S, its agents or participants in any sale held by C&S on the Premises, resulting directly from any sale or removal of C&S's property from the Premises.

Dated: Wilmington, Delaware
August 29, 2003

AGREED:

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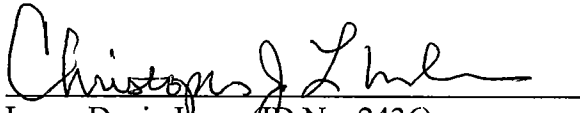
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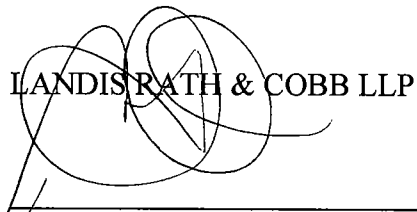
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