

Exhibit A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made and entered into as of August 31, 2003 by and among Superior Dairy, Inc. ("SDI") and Fleming Companies, Inc. and its affiliated Debtors (collectively, the "Debtors").¹ SDI and the Debtors are sometimes collectively referred to herein as the "Parties".

Recitals

This Agreement is made with respect to the following facts:

R-1 For many years SDI has made program drop ships to retailers pursuant to the Debtors' central billing program (also known as direct store delivery or DSD and hereafter the "Central Billing Program"). Pursuant to the Central Billing Program, SDI would make programmed drop ships in conjunction with store level weekly billing programs. The goods sold through the Central Billing Program were replenished at the store level on a regular basis. SDI contends that pursuant to the Central Billing Program Debtors paid SDI as collected for products which SDI delivered directly to Debtors' approved retail customers. Debtors contend that said payments evidenced independent payment obligations on valid deliveries.

R-2 On April 1, 2003, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Debtors' bankruptcy cases are being jointly administered.

R-3 On or about April 23, 2003, SDI filed its complaint ("Complaint") initiating in the Bankruptcy Court the adversary proceeding styled Superior Dairy, Inc. v. Fleming Companies, Inc., et. al., Adversary No. 03-53034 (the "Adversary Proceeding") for Declaratory Relief, Injunctive Relief, an Accounting, Constructive Trust and Conversion. The Debtors have filed an Answer to the Complaint denying all essential allegations made by SDI in the Complaint.

R-4 On May 12, 2003, the Bankruptcy Court entered a Temporary Restraining Order (the "TRO") in the Adversary Proceeding. Pursuant to the TRO, the Debtors paid the amount of \$51,497.33 to SDI and placed \$37,092 in a segregated account pending the final resolution of the Adversary Proceeding.

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. (collectively, the "Debtors").

R-5 The Parties acknowledge that complex factual and legal issues exist regarding the allegations and claims for relief asserted in the Complaint, including whether a constructive trust exists with respect to certain funds collected by Fleming. To avoid further and costly litigation over these issues, the Parties have engaged in significant negotiations regarding the consensual resolution of all of the claims and disputes between the parties arising out of the Adversary Proceeding. As a result of these negotiations, the Parties have agreed to enter into this Agreement.

NOW, THEREFORE, for mutual consideration, which is hereby acknowledged (including the terms, provisions, conditions, agreements, payments, releases, warranties, and representations herein contained), the Parties agree as follows:

1. **Recitals.** The recitals to this Agreement are true and correct, and are incorporated into and made a substantive part of this Agreement.

2. **Payment and Performance.**

2.1 The obligations and agreements of the Parties, set forth in this Agreement are conditioned upon:

2.1.1 The execution and delivery of this Agreement by each Party hereto.

2.1.2 The entry by the Bankruptcy Court of a final order in substantially the form attached hereto as EXHIBIT A, not subject to appeal, approving this Agreement (the "Approval Order").

2.2 As soon as practicable after execution of this Agreement, the Debtors shall cause a motion to be filed with the Bankruptcy Court to obtain the Approval Order, and shall give notice of such motion as required by applicable law and rules.

2.3 The Effective Date of this Agreement shall be the first business day after the date on which the Approval Order becomes final and not subject to appeal (the "Effective Date").

2.4 On the Effective Date:

2.4.1 The Debtors shall pay to SDI the sum of \$8,991 in good funds. SDI shall be entitled to retain the remainder of the funds paid to it by the Debtors pursuant to the TRO, which retained funds shall not be the subject of any future claim or avoidance action. In addition, SDI shall have an allowed unsecured claim in the amount of \$28,101.

2.4.2 The Parties shall file a stipulation substantially in the form attached hereto as EXHIBIT B pursuant to which the TRO shall be vacated and the Parties shall be relieved of their obligations under the TRO, including the

Debtors' obligation to segregate funds for the benefit of SDI except for the amount of \$5,440 to be held in escrow pursuant to 2.4.3 of this Agreement.

2.4.3 Notwithstanding Paragraphs 2.4.1 and 2.4.2 above, the Parties recognize that an additional amount of roughly \$6,800 remains disputed ("Disputed Funds"). SDI contends that it has delivered goods worth approximately \$6,800 to retailers and has not been paid for such goods. The Debtors contend that SDI did not properly invoice the Debtors for these deliveries pursuant to the requirements of the Central Billing Program and that the Debtors have not billed the retailers for these goods or collected any portion of the Disputed Funds from them. Notwithstanding the existence of the Disputed Funds, the Parties desire to complete this Agreement. Therefore, on the Effective Date, Debtors will segregate \$5,400 representing 80% of the Disputed Funds (hereafter the "Segregated Funds"), pending SDI's efforts to contact the appropriate retailers to determine whether the retailers have paid the Debtors for the goods at issue and the timing of the alleged payments. In the event that a retailer contends that it has paid the Debtors for the goods at issue, SDI shall use its best efforts to obtain documentary evidence of such payment and the timing of said payment from the retailer and provide such evidence to the Debtors as part of the Parties efforts to consensually determine the disposition of the Segregated Funds. To the extent the Parties agree that the Debtors have collected some or all of the funds at issue from retailers, and whether the funds were received prepetition or postpetition, the Debtors will pay 80% of the amounts it received postpetition to SDI and SDI shall have an allowed supplemental unsecured claim for the remaining 20%. The Debtors shall pay SDI 20% of the amounts it received prepetition and SDI shall have an allowed supplemental unsecured claim for the remaining 80%. In the event the Parties are unable to agree upon the disposition of the Segregated Funds, SDI shall have until the September 15, 2003 bar date for filing unsecured claims in these Chapter 11 cases to file a motion with this Court for a determination of its rights, if any, to the Segregated Funds. In the event SDI timely files a motion for a determination of the Parties rights to the Segregated Funds, the Parties shall agree upon a discovery schedule and cutoff and a hearing date acceptable to the Court. In order to establish its right to the Segregated Funds, or any portion thereof, SDI shall bear the burden of proof that the retailers have in fact paid the amount sought by SDI to the Debtors and the timing of said payments to the Debtors. If SDI meets its burden of proof at the hearing, it shall be entitled to receive payment of 80% of the amounts received by the Debtors postpetition and shall have an allowed general unsecured claim for the remaining 20%. SDI shall be entitled to receive payment of 20% of the amount received by the Debtors prepetition and shall have an allowed general unsecured claim for the remaining 80%. If SDI does not file its motion for a determination of its rights, if any, to the Segregated Funds by September 15, 2003, any and all rights it may have to the Segregated Funds shall be deemed waived and relinquished and the Debtors shall be relieved of any obligation to segregate the Segregated Funds.

2.4.4 As soon as practicable after the Parties have either agreed upon the disposition of the Segregated Funds or the Court has entered a final order with respect to the disposition of the Segregated Funds, the Parties shall execute a stipulation dismissing the Adversary Proceeding with prejudice, each Party to bear its own costs and attorneys' fees.

2.4.5 None of the payments made to SDI pursuant to this agreement shall be subject to any future claim or avoidance action.

3. Releases.

3.1 Except for the rights expressly arising out of, provided for, or reserved in this Agreement, as of the Effective Date, the Debtors, individually and collectively, hereby release and forever discharge SDI and all of its and its current and former directors, officers, agents, employees, attorneys, assigns, predecessors, and successors (the "SDI Parties") of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent, which the Debtors have or may have against the SDI Parties arising out of or relating to the facts alleged in the Complaint.

3.2 Except for the rights expressly arising out of, provided for, or reserved in this Agreement, as of the Effective Date, SDI hereby releases and forever discharges the Debtors and their current and former directors, officers, agents, employees, attorneys, assigns, predecessors, and successors (the "Debtor Parties") of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), damages, demands, losses, costs, or expenses of any nature, currently existing or arising in the future, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, latent or patent which SDI has or may have against the Debtor Parties arising out of or relating to the facts alleged in the Complaint or the Central Billing Program. Notwithstanding anything to the contrary herein, the release set forth in this paragraph is not intended to, and shall not be deemed to, constitute a release or waiver of: (i) SDI's unsecured claim provided for under paragraph 2.4.1 of this Agreement representing amounts owed to SDI under the Central Billing Program after application by SDI of the amounts which SDI is entitled to retain under paragraph 2.4.1 of this Agreement; or (ii) SDI's alleged rights to the Segregated Funds.

3.3 Each Party represents and warrants that it currently has the legal right and authority to release and relinquish the claims now being released, as set forth hereinabove.

3.4 Each Party covenants and agrees not to bring any action, claim, suit or proceeding against any other Party, directly or indirectly, regarding or relating to the matters released hereby, and further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding, except as expressly provided herein.

4. **Choice of Law.** This Agreement shall be governed by the laws of the State of Delaware and the United States Bankruptcy Code.

5. **Advice of Counsel.** Each Party acknowledges and agrees that it has given careful thought to this Agreement, has reviewed or has had the opportunity to review this Agreement independently with legal counsel of its choice, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions in this Agreement.

6. **Construction and Interpretation.** Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall be deemed to include the plural, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender. In the event of an ambiguity in, or controversy or claim arising out of, or relating to, the interpretation, application, or enforcement of, this Agreement, the Parties agree that no one will resolve any ambiguity in, or controversy or claim arising out of, or relating to, interpretation, application, or enforcement of, this Agreement by any rule providing for interpretation against the Party who causes the ambiguity to exist or against the draftsman.

7. **Waiver, Modification and Amendment.** The Parties may not waive any provision of this Agreement except by a written agreement that all of the Parties have signed. A waiver of any provision of this Agreement will not constitute a waiver of any other provision. The Parties may modify or amend this Agreement only by a written agreement that all of the Parties have signed.

8. **Titles and Captions.** The Parties have inserted the paragraph titles in this Agreement only as a matter of convenience and for reference, and the paragraph titles in no way define, limit, extend, or describe the scope of this Agreement or the intent of the Parties in including any particular provision in this Agreement.

9. **No Third-Party Beneficiaries.** This Agreement does not constitute a contract for the benefit of any third parties, any prior creditors or claimants of the Parties, or any nonparty, except the other parties released in the releases contained in section 3 of this Agreement. The Parties do not have the right to commit any other party to any agreement with any third parties, any prior creditors or claimants of the Parties, or any nonparty without the prior written consent of both Parties.

10. **Integration.** This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no promise or representation made by any Party or by an officer, attorney, or agent of any party that is not expressly contained in this Agreement shall be binding or valid. Additionally, any modification of any provision of this Agreement, to be effective, must be in writing and signed by the Party or Parties to be charged.

11. **Execution of Additional Documents.** The Parties agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties.

12. **Execution of this Agreement.** The Parties may execute this Agreement in one or more counterparts, each of which constitutes an original, and all of which constitute one and the same Agreement. A facsimile or copy of this Agreement executed by the Parties, whether complete or in counterparts, will constitute sufficient evidence of the executed original of this Agreement for all purposes.

13. **Attorneys' Fees.** The Parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement.

14. **Continuing Jurisdiction of Bankruptcy Court.** This Agreement is subject to and contingent upon the approval by the Bankruptcy Court. The Bankruptcy Court shall have exclusive jurisdiction to determine as a core proceeding any dispute or controversy with respect to the interpretation or enforcement of this Agreement. In the event SDI seeks a determination by the Court under Section 2.4.2 or 2.4.3 of this Agreement, such determination shall be sought by motion, and it shall not be necessary to initiate a new adversary proceeding.

15. **No Admissions.** This Agreement is intended to settle and dispose of claims, which are contested and denied. Nothing herein shall be construed as an admission by any Party of any liability of any kind to any other Party.

16. **Binding on Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors, predecessors, heirs, assigns, officers, directors, shareholders, employees, agents, and attorneys of the Parties to the extent provided by law, including without limitation, any subsequently appointed Chapter 11 trustee or any trustee appointed in a subsequent chapter 7 case.

17. **Confidentiality.** The existence and terms of this Agreement shall remain confidential and shall not be communicated to the press or to third parties, including other parties asserting constructive trust claims against the Debtors and other entities that have participated or currently participate in the Debtors' Central Billing Program, except to the extent necessary to obtain the order required by section 2.1.2 herein. Neither SDI nor its counsel shall share any documents or other information concerning the Adversary Proceeding or this Agreement unless compelled by legal process. In the event that SDI is served with a subpoena or other legal process compelling the production of documents or information concerning the Adversary Proceeding or the Agreement, SDI shall immediately provide notice of such subpoena or legal process to the Debtors' counsel and shall cooperate with any efforts by the Debtors to obtain an appropriate protective order.

18. **Notice.** Any notice required or permitted by or in connection with this Agreement shall be in writing and shall be made by facsimile or overnight delivery service. Notice shall be directed to the appropriate facsimile number or address set forth below or to such

other facsimile number or address as may be hereafter specified by written notice. Notice shall be considered effective as of the date of the transmission of the facsimile or one (1) calendar day after the date of delivery to the overnight delivery service:

If to SDI:

Superior Dairy, Inc.
Emil Soehnlen
4719 Navarre Rd. S.W.
Canton, Ohio 44706
Facsimile: (330) 477-5908

with a copy to:

Ronald W. Dougherty, Esq.
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson Street, N.W.
Canton, Ohio 44735-6963
Facsimile: (330) 497-4020

If to the Debtors:

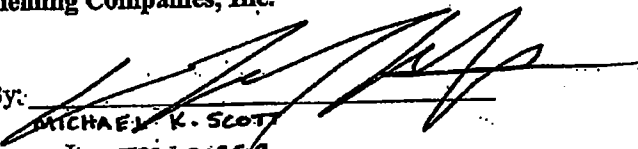
Fleming Companies, Inc.
Mike Scott
AlexPartners
2100 McKinney Ave, Suite 800
Facsimile: (214) 647-7501

with a copy to:

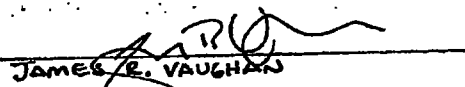
Kenneth H. Brown, Esquire
Pachulski, Stang, Ziehl, Young, Jones & Weintraub
3 Embarcadero Center, Suite 1025
San Francisco, CA 94111
Facsimile: (415) 263-7010

IN WITNESS WHEREOF, the Parties have executed this Agreement as of August 1, 2003.

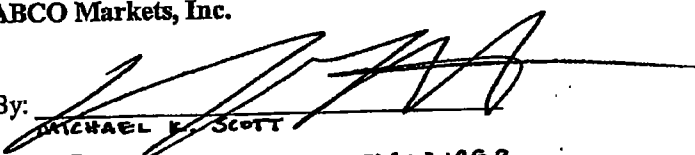
Fleming Companies, Inc.

By: 
MICHAEL K. SCOTT
Its: TREASURER

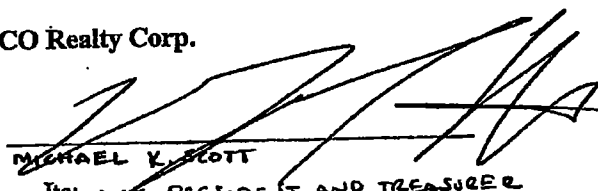
ABCO FoodGroup, Inc.

By: 
JAMES R. VAUGHAN
Its: PRESIDENT

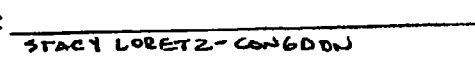
ABCO Markets, Inc.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT, TREASURER
AND ASST. SECRETARY

ABCO Realty Corp.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT AND TREASURER

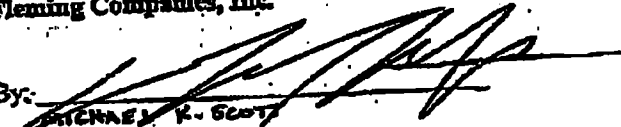
ASI Office Automation, Inc.

By: 
STACY LORETZ-CONGDON
Its: TREASURER AND ASST. SECRETARY

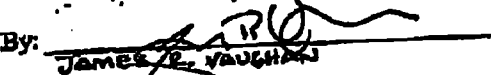
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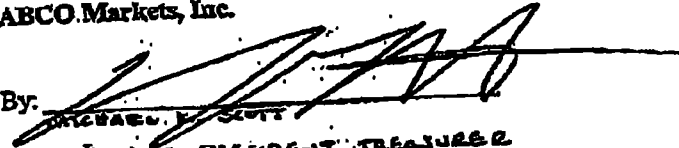
Fleming Companies, Inc.

By: 
MICHAEL K. SCOTT
Its: TREASURER

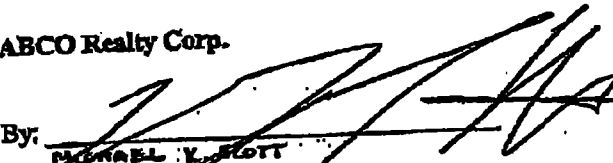
ABCO FoodGroup, Inc.

By: 
JAMES R. VAUGHAN
Its: PRESIDENT

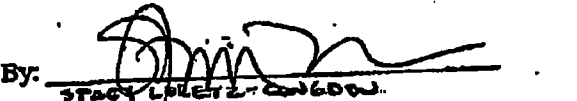
ABCO Markets, Inc.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT, TREASURER
AND ASST. SECRETARY

ABCO Realty Corp.


By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT AND TREASURER

ASI Office Automation, Inc.


By: 
STACY LORETZ-CONGDON
Its: TREASURER AND ASST. SECRETARY

[SIGNATURES CONTINUED ON NEXT PAGE]


C/M Products, Inc.

By: 
STACY LOETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY


Core-Mark International, Inc.

By: 
STACY LOETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY

Core-Mark Interrelated Companies, Inc.

By: 
STACY LOETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY

Core-Mark Mid-Continent, Inc.

By: 
STACY LOETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY

Dunigan Fuels, Inc.

By: _____
JEAN P. ZEBEL
Its: VICE PRESIDENT

FAVAR Concepts, Ltd.

By: _____
JEAN P. ZEBEL
Its: VICE PRESIDENT

[SIGNATURES CONTINUED ON NEXT PAGE]

C/M Products, Inc.

By: STACY LORETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY

Core-Mark International, Inc.

By: STACY LORETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY

Core-Mark Interrelated Companies, Inc.

By: STACY LORETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY

Core-Mark Mid-Continent, Inc.

By: STACY LORETZ - LONDON
Its: TREASURER AND ASSISTANT SECRETARY

Dunigan Fuels, Inc.

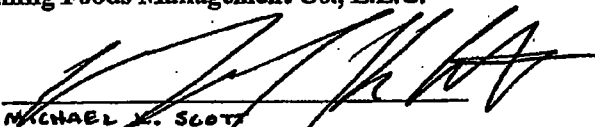
By: JERRY P. REBEL
Its: VICE PRESIDENT

FAVAR Concepts, Ltd.

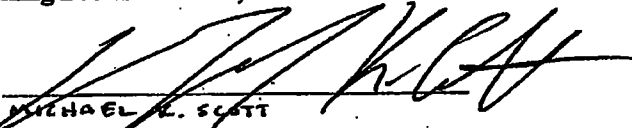
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Its: VICE PRESIDENT

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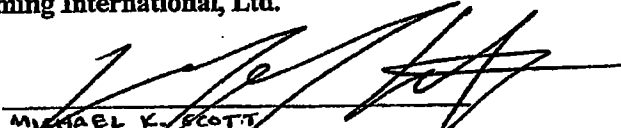
Fleming Foods Management Co., L.L.C.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT

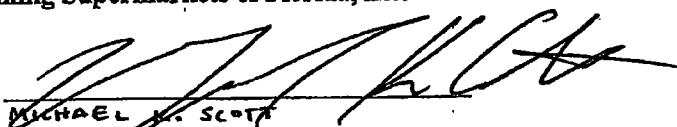
Fleming Foods of Texas, L.P.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT

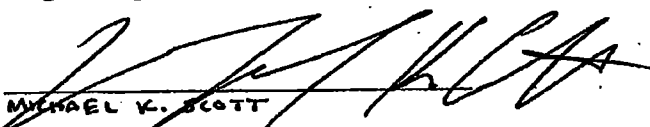
Fleming International, Ltd.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT

Fleming Supermarkets of Florida, Inc.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT

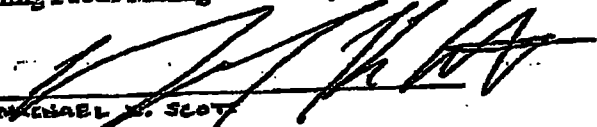
Fleming Transportation Service, Inc.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT, TREASURER
AND ASST. SECRETARY
Food 4 Less Beverage Company, Inc.

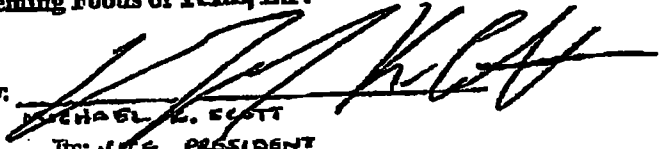
By: _____
JERRY P. REBEL
Its: PRESIDENT

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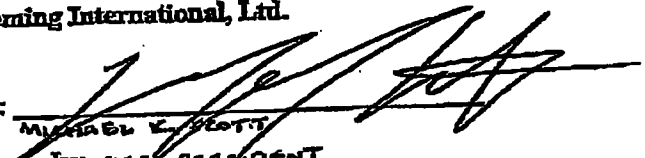
Fleming Foods Management Co., L.L.C.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT

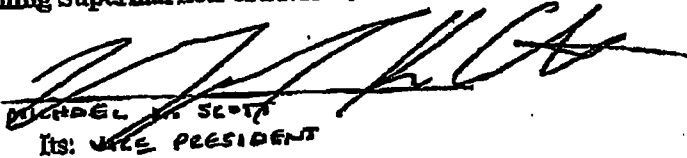
Fleming Foods of Texas, L.P.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT

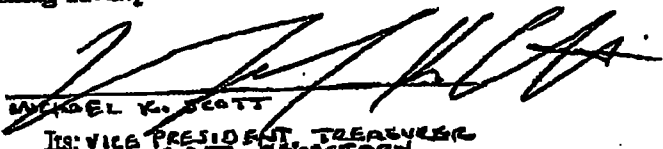
Fleming International, Ltd.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT


Fleming Supermarkets of Florida, Inc.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT

Fleming Transportation Service, Inc.

By: 
MICHAEL K. SCOTT
Its: VICE PRESIDENT, TREASURER
AND ASST. SECRETARY

Food 4 Less Beverage Company, Inc.

By: 
JERRY D. REBEL
Its: PRESIDENT

[SIGNATURES CONTINUED ON NEXT PAGE]

Fuelserv, Inc.

By: JERRY P. REBEL
Its: VICE PRESIDENT AND TREASURER

General Acceptance Corporation

By: Stacy Loretz-Congdon
Its: TREASURER AND ASSISTANT SECRETARY

Head Distributing Company

By: Stacy Loretz-Congdon
Its: TREASURER AND ASSISTANT SECRETARY

Marquise Ventures Company, Inc.

By: Stacy Loretz-Congdon
Its: TREASURER AND ASSISTANT SECRETARY

Minter-Weisman Co.

By: Stacy Loretz-Congdon
Its: TREASURER AND ASSISTANT SECRETARY

[SIGNATURES CONTINUED ON NEXT PAGE]

Fuelserv, Inc.

By: [Signature]
JEAN P. BEBEL
Its: VICE PRESIDENT AND TREASURER

General Acceptance Corporation

By: [Signature]
STACY LORETTZ- CONGDON
Its: TREASURER AND ASSISTANT SECRETARY

Head Distributing Company

By: [Signature]
STACY LORETTZ- CONGDON
Its: TREASURER AND ASSISTANT SECRETARY

Marquise Ventures Company, Inc.

By: [Signature]
STACY LORETTZ- CONGDON
Its: TREASURER AND ASSISTANT SECRETARY

Minter-Weisman Co.

By: [Signature]
STACY LORETTZ- CONGDON
Its: TREASURER AND ASSISTANT SECRETARY

[SIGNATURES CONTINUED ON NEXT PAGE]

Piggly Wiggly Company

By: 

MICHAEL K. SCOTT

Its: VICE PRESIDENT, TREASURER
AND ASST. SECRETARY

Progressive Realty, Inc.

By: 

MICHAEL K. SCOTT

Its: VICE PRESIDENT, TREASURER
AND ASST. SECRETARY

Rainbow Food Group, Inc. NOW KNOWN AS
FLEMING RETAIL HOLDINGS, INC.

By: 

JAMES L. VAUGHAN

Its: PRESIDENT

Retail Investments, Inc.

By: 

MICHAEL K. SCOTT

Its: VICE PRESIDENT

Retail Supermarkets, Inc.

By: 

MICHAEL K. SCOTT

Its: VICE PRESIDENT

RFS Marketing Services, Inc.

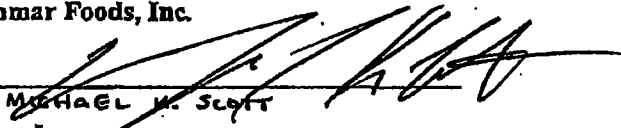
By: 

MICHAEL K. SCOTT

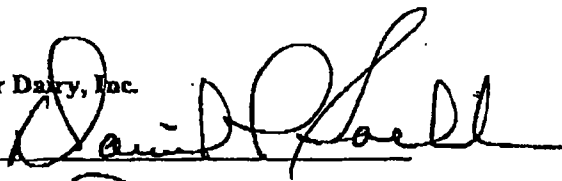
Its: VICE PRESIDENT

[SIGNATURES CONTINUED ON NEXT PAGE]

Richmar Foods, Inc.

By: 
MICHAEL W. SCOTT
Its: VICE PRESIDENT

Superior Dairy, Inc.

By: 
Its: PRESIDENT

Attachments: Exhibit A Proposed Order
Exhibit B Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
FLEMING COMPANIES, INC., et al.,¹)
Debtors.) Case No. 03-10945 (MFW)
) Jointly Administered
)
)
) Hearing: [date] at [time] (only if necessary)
) Objections due: [date] at [time]

**ORDER APPROVING COMPROMISE AND
SETTLEMENT WITH SUPERIOR DAIRY, INC.**

Upon consideration of the Debtor's *Motion for Order Approving Compromise and Settlement with Superior Dairy, Inc.* (the "Motion"), pursuant to section 363 of the Bankruptcy Code and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure, filed by Fleming Companies, Inc., the debtors and debtors-in-possession (the "Debtors") in the above-captioned case; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and other parties in interest; and such relief being authorized pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a); and notice of the

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. (collectively, the "Debtors").

Motion having been provided to the Office of the United States Trustee, Counsel to the Official Committee of Unsecured Creditors, Counsel to Superior Dairy, Inc., (“SDI”) and to all parties who requested notice pursuant to Bankruptcy Rule 2002; and it appearing that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the Settlement Agreement and Mutual Release attached to the Motion (“Settlement Agreement”) is approved and the Debtors are authorized to execute and deliver such documents as are necessary to effectuate the terms of the Settlement Agreement; and it is further

ORDERED, the Settlement Agreement shall be binding on the Official Committee of Unsecured Creditors appointed in these bankruptcy cases and on any trustee appointed in these bankruptcy cases whether appointed (i) under chapter 11 of the Bankruptcy Code, (ii) under chapter 7 of the Bankruptcy Code (if these cases are converted to cases under chapter 7) or (iii) in connection with a liquidating trust or other similar devise; and it is further

ORDERED that payments made by the Debtors to SDI pursuant to the Settlement Agreement shall not be the subject of any future claim or avoidance action; and it is further

ORDERED that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order; provided that if SDI seeks a determination by the Court under Section 2.4.3 of the Settlement Agreement, SDI may initiate such a proceeding by motion and it shall not be necessary for SDI to initiate a new adversary proceeding..

Dated: _____, 2003

The Honorable Mary F. Walrath
United States Bankruptcy Judge

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

)	Chapter 11
)	
In re:)	Case No: 03-10945 (MFW) <i>et al.</i>
)	(Jointly Administered)
FLEMING COMPANIES, INC., <i>et al.</i>)	
)	
Debtors.)	
)	
)	
)	
SUPERIOR DAIRY, INC.,)	Adv. Proc. No. 03-53034 (MFW)
)	
Plaintiff,)	
)	
v.)	
)	
FLEMING COMPANIES, INC., <i>et al.</i> ,)	
)	
Defendants.)	
)	

STIPULATION OF DISMISSAL

Plaintiff Superior Dairy, Inc. ("SDI"), Defendants Fleming Companies, Inc. and its related debtors (collectively, the "Debtors"), and the intervening Official Committee of Unsecured Creditors (the "Committee") hereby stipulate and agree to the following:

1. The Temporary Restraining Order entered in this adversary proceeding on or about May 12, 2003 (the "TRO") is vacated.

2. Both SDI and the Debtors are relieved of their obligations under the TRO, including the Debtors' obligation to segregate funds for the benefit of SDI.

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Co-Counsel for Official Committee of Unsecured
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

)	Chapter 11
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