

EXHIBIT “D”

Fleming
May 27, 2003

1945 Lakepointe Dr.
P.O. Box 299013
Lewisville, TX 75029
telephone 972.906.8000

Hand Delivered

Robert P. Liska
11232 Mt. Curved
Eden Prairie, MN 55347

Dear Pat:

I have reviewed the memo you sent to Chris Hyatt on May 20. As you know, because of the pending bankruptcy, Fleming Companies, Inc. is legally unable to honor the severance package previously outlined for you in the December 30 letter sent to you in care of your attorney by our counsel Elizabeth Scott Wood. In addition, the bankruptcy court has not approved any stay bonus or other retention payments for associates currently working in the Rainbow division.

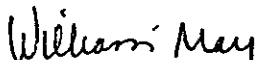
Given the view you expressed in the May 20 memo, however, I think it is in both your and the Company's best interest to proceed with your separation at this time. Your last effective date of employment will be today. You will be paid regular salary through today and, up to the dollar limit set by the bankruptcy court's prior orders, for your unused vacation that accrued prior to the April 1, 2003 petition date. You may also have rights to continued coverage under The Fleming Companies, Inc. Group Health and Dental Plan pursuant to a federal statute called "COBRA." Any continued coverage under COBRA would be at your own expense. You will receive information about how to elect continued COBRA coverage in a separate notice.

I want to remind you that you have certain on-going obligations to the Company following employment with which we expect you to comply. You have previously signed an acknowledgement and commitment to the Policy to Protect Confidential Company Information. Pursuant to that agreement, except with the prior written consent of the Company, you are not at any time in the future to make any independent use of or disclose to any other person or organization any of the Company's or its subsidiaries' or affiliated entities' confidential, proprietary information or trade secrets. This applies to any information which is of a special and unique value and includes, without limitation, both written and unwritten information relating to operations; business planning and strategies; litigation strategies; finance; accounting; sales; personnel, salaries and management; customer names, addresses and contracts; customer requirements; costs of providing products and service; operating and maintenance costs; and pricing matters. This also applies to any trade secrets of the Company or any of its subsidiaries or affiliated entities, the protection of which is of critical importance and includes, without limitation, techniques, methods, processes, data and the like. This commitment of confidentiality also applies to the knowledge you have about the negotiations and terms of the Rainbow sale. Further, your obligations under the Company's confidential information policy are separate and apart from, and do not relate to, your prepetition severance package.

In addition, between now and the closing of the sale, we expect that you will do nothing to interfere with our business or with the Rainbow sale. You should not attempt to disparage the Company or make statements which could embarrass or cause harm to the Company's name and reputation or the names and reputation of any of its officers, directors or representatives to the Company's current, former or prospective vendors, customers, professional colleagues, industry organizations, associates or contractors, to any governmental or regulatory agency or to the press or media. You also should not solicit or try to hire any current associate of the Company or one of its subsidiaries or affiliated entities on your behalf or on behalf of any other employer. This applies to all associates of the Company, including those listed in your May 20 memo or others who will likely be terminating in connection with the Rainbow sale closing. Any activities of the type described in this paragraph will be considered an attempt by you to intentionally interfere with the Company's business, its reputation and its relationship with its associates. We will vigorously pursue all available legal and equitable remedies to prevent such interference from happening.

If you have questions about the status of your benefits, you should contact Dee Jerome, or you may contact me directly if you have questions about other matters.

Very truly yours,


William E. May.

Executive Vice President/President & CEO, Wholesale