

EXHIBIT A

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

In re:)	Chapter 11
FLEMING COMPANIES, INC., <i>et al.</i> ¹)	Case No. 03-0945 (MFW)
Debtors.)	(Jointly Administered)
)	
)	
)	

**FOURTH STIPULATION BETWEEN THE DEBTORS AND MOVANTS
JAMES E. SPENCER, NEWCASTLE GROCERY, L.L.C. AND BLANCHARD
GROCERY, L.L.C. CONTINUING THE HEARING DATE AND DEBTORS'
FILING DEADLINE ON MOVANTS' MOTION FOR RELIEF FROM
AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362**

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or "Fleming") and James E. Spencer, Newcastle Grocery, L.L.C. and Blanchard Grocery, L.L.C. (collectively, "Movants"), by and through their undersigned counsel of record, hereby stipulate and agree as follows with respect to the Motion ("Motion") of the Movants for Relief from the Automatic Stay, or, in the Alternative, to Compel Rejection of Certain Executory Contracts and Brief in Support Thereof [Docket # 2389]:

¹ The "Debtors" are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; CIM Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favar Concepts, Ltd.; Fleming Foods Management Co., LLC.; Fleming Foods of Texas, LP.; 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.

BACKGROUND

A. On April 1, 2003, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in this Court.

B. Movants own and operate grocery stores in various locations in Oklahoma. For several years, Movants have used Fleming as their primary grocery store wholesaler pursuant to various agreements between the parties.

C. On July 28, 2003, Movants filed the Motion.

D. The hearing on the Motion was originally set for August 19, 2003. Debtors' deadline to file its objection was originally set for August 12, 2003.

E. The parties agreed in a stipulations dated August 8, 2003, August 26, 2003 and September 25, 2003 to extend discovery, the objection and the hearing date.

F. The parties now wish to further continue the hearing date and Debtors' filing deadline for filing its objection to the Motion. By doing so, the parties intend to allow time for reasonable discovery and for settlement discussions in light of the sale to C&S.

NOW THEREFORE, intending to be legally bound, the parties hereby stipulate and agree as follows:

1. The Debtors and Movants agree to set the motion for hearing on February 4, 2004, or as soon thereafter as the Court can accommodate the parties.
2. The Debtors and Movants agree that the time to file Debtors' objection shall be January 28, 2004.
3. The Debtors and Movants agree to set the discovery cut-off deadline for written discovery for January 2, 2004.
4. The Debtors and Movants agree that the identities of witnesses who will testify at trial, discovery responses, responsive documents, and a privilege log (if applicable) shall be exchanged no later than January 13, 2003.

5. The Debtors and the Movants agree that they shall make their affirmative witnesses and other employees requested by the other side reasonably available for deposition between January 16 and January 23, 2004.

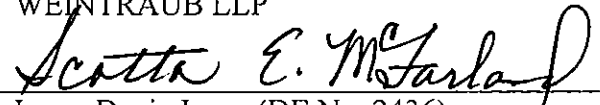
6. This Stipulation sets forth the entire agreement between the parties with respect to the Deadline and fully supercedes any and all prior agreements and understandings, written or oral, between the parties pertaining to the subject matter hereof. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The parties agree that facsimile signatures shall be acceptable and binding as if original signatures.

Dated: ~~November~~ ^{December} 3, 2003

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Dated: November __, 2003



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