

EXHIBIT A

THE OCOEE STIPULATION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
Fleming Companies, Inc., <u>et al.</u> ¹)	Case No. 03-10945 (MFW)
)	Jointly Administered
Debtors.)	

**STIPULATION REGARDING UNEXPIRED REAL PROPERTY LEASES
FOR 2750 W. HIGHWAY 50, OCOEE, FLORIDA
(LEASE NO. FL-022) AND ORDER THEREON**

This stipulation is by and between Fleming Companies, Inc. ("Fleming") and its affiliated debtors (collectively, the "Debtors") and Village Marketplace Investors, Ltd. (the "Landlord").

This stipulation is based on the following recitals:

A. Fleming is the tenant and Landlord is the landlord of the real property located at 2750 W. Highway 50, Ocoee, Florida (the "Leased Premises") pursuant to an unexpired non-residential real property lease agreement by and between Fleming and Landlord's predecessor in interest dated 1/2/1979 for the Leased Premises (the "Prime Lease").

B. Fleming is the sublandlord and Furnitureland USA, Inc. ("Subtenant") is the subtenant of the Leased Premises pursuant to an unexpired non-residential real property lease

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.; C/M Products, 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.

agreement by and between the Subtenant and Fleming for the Leased Premises dated 8/23/1994 (the "Sublease") which expires on 7/31/05.

C. The Debtors do not conduct any operations at the Leased Premises, and have determined, in the exercise of their business judgment, that neither the Prime Lease nor the Sublease is necessary for the Debtors' reorganization efforts. Accordingly, Debtors wish to reject the Prime Lease and the Sublease. Additionally, the rejection of the Prime Lease and Sublease will release the Debtors from any future liability thereunder.

D. Landlord has also determined that it desires to have the Prime Lease and Sublease rejected and terminated.

E. In consideration for the rejection and termination of the Prime Lease and Sublease, the Landlord agrees to pay the Debtors No Dollars (\$0.00) promptly upon entry of a Final Order (hereinafter defined) approving the rejection of the Prime Lease and Sublease. Landlord also agrees to pay to Debtors, upon demand, an amount not to exceed No Dollars (\$0.00) as reimbursement for amounts paid by Debtors arising out of or in connection with the rejection of the Prime Lease/Sublease, including but not limited to those for rejection damages under section 365 and 502(b)(6) of the Bankruptcy Code and any unpaid amounts due under the Prime Lease which arose either pre-petition or post-petition. For purposes hereof, a "Final Order" shall mean an order by the Bankruptcy Court as to which the time to appeal (other than the time to appeal pursuant to Rule 60 of the Federal Rules of Civil Procedure) shall have expired and as to which no appeal shall then be pending.

F. Landlord, for itself, its successors and assigns, docs hereby covenant and agree never to institute, file or cause to be instituted or filed any suit, claim or other form of action or proceeding of any kind or nature whatsoever against the Debtors arising out of or in connection with the rejection of the Prime Lease and Sublease, including, but not limited to those for rejection damages under Sections 365 and 502(b)(6) of the Bankruptcy Code and any unpaid amounts due under the Prime Lease/Sublease whether arising pre-petition or post-petition.

Based on the foregoing the Debtors and Subtenant hereby stipulate:

1. The Landlord and the Debtors hereby agree and stipulate to the rejection of the Prime Lease and the Sublease effective as of 10/31/03.

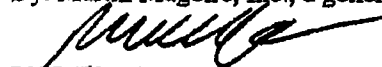
2. The Prime Lease and the Sublease will be deemed rejected as of 10/31/03 and the Landlord shall be barred from filing any claim or action arising out of or in connection with the rejection of the Prime Lease and the Sublease, including, without limitation, those for rejection damages under Sections 365 and 502(b)(6) of the Bankruptcy Code and any unpaid amounts due under the Prime Lease/Sublease whether arising pre-petition or post-petition.

3. The Landlord shall pay to the Debtors No Dollars (\$0.00) promptly upon entry of a Final Order approving the rejection of the Prime Lease and the Sublease.

4. The Landlord shall pay to the Debtors, upon demand, an amount not to exceed No Dollars (\$0.00) as reimbursement for any amounts paid by Debtors arising out of or in connection with the rejection of the [Prime Lease/Sublease], including, but not limited to those for rejection damages under Sections 365 and 502(b)(6) of the Bankruptcy Code and any unpaid amounts due under the [Prime Lease/Sublease] whether arising pre-petition or post-petition..

Dated: 10/17/03

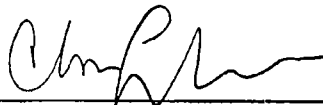
Village Marketplace Investors, Ltd
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Dated: 12/3/03



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