

UNITED STATES BANKRUPTCY COURT
THE DISTRICT OF DELAWARE

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In re:)	
)	
FLEMING COMPANIES, INC., et al., ¹)	Case No. 03-10945 (MFW)
)	(Jointly Administered)
)	Chapter 11
Debtors.)	
)	
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**STIPULATION BY AND BETWEEN
ASSOCIATED WHOLESALE GROCERS, INC.,
AWG ACQUISITION, LLC, AND H.G. HILL REALTY COMPANY
REGARDING ASSUMPTION AND ASSIGNMENT OF SUPPLIER AGREEMENTS**

Associated Wholesale Grocers, Inc. ("AWG"), AWG Acquisition, LLC ("AWG Acquisition"), and H.G. Hill Realty Company ("H.G. Hill"), by respective counsel, and for their Stipulation By And Between Associated Wholesale Grocers, Inc., AWG Acquisition, LLC, and H.G. Hill Realty Company Regarding Assumption And Assignment Of Supplier Agreements (the "Stipulation") hereby stipulate and agree as follows:

WHEREAS, H.G. Hill is a party to those certain Supplier Agreements identified on the attached Exhibit "A" with the Debtors;

WHEREAS, the Debtors entered into that certain Asset Purchase Agreement ("APA") with C&S Wholesale Grocers, Inc., and Surry Acquisition, LLC, which as amended, was approved on August 14, 2003 by that certain Order (A) Approving Asset Purchase Agreement by and Among Fleming Companies, Inc., C&S Wholesale Grocers, Inc., C&S Acquisition LLC and the Other Parties Named Therein, (B) Authorizing (I) Sale

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.

of Substantially All of Selling Debtors' Assets Relating to the Wholesale Distribution Business to Purchaser or Its Designee(s), Free and Clear of All Liens, Claims, Encumbrances and Interest and (II) Process for Assumption and Assignment of Certain Executory Contracts, License Agreements and Unexpired Leases to Purchaser or Its Designee(s) and Establishing the Maximum Cure Amount With Respect Thereto and (C) Granting Related Relief (the "Sale Order") by the United States Bankruptcy Court for the District of Delaware, and entered on the docket on August 15, 2003, docket item 1906;

WHEREAS, pursuant to the APA and the Sale Order, AWG Acquisition was designated a Third Party Purchaser under the APA;

WHEREAS, pursuant to Sections 2.5 and 2.6 of the APA, AWG Acquisition, as a Third Party Purchaser, designated the various contracts and leases, including certain H.G. Hill agreements, to be assumed by the Debtors and assigned to AWG Acquisition.

WHEREAS, on October 2, 2003, the Debtors filed a Notice RE Assumption and Assignment of Certain Executory Contracts and Unexpired Leases to AWG Acquisition, LLC (Hearing Date: October 20, 2003), docket item 3919, whereby the Debtors sought the assumption and assignment of the Supplier Agreements;

WHEREAS, AWG, AWG Acquisition and H.G. Hill desire to resolve their differences to, among other things, avoid any objection to Docket Item 3919 and provide for the assumption and assignment of the Supplier Agreements to AWG Acquisition;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consents contained herein, the parties agree as follows:

- 1 The recitals heretofore made are incorporated herein by reference and made part hereof as if contained herein.
2. All agreements between the parties hereto are embodied and expressed herein, and the terms hereof are contractual and not a mere recital.

3. H.G. Hill agrees that it will consent to, and not object, to the assumption and assignment to AWG Acquisition of the Supplier Agreements identified on Exhibit A.

4. H.G. Hill agrees that the Supplier Agreements listed on Exhibit A are executory contracts pursuant to Section 365 of the Bankruptcy Code which may be assumed and assigned to AWG Acquisition.

5. H.G. Hill agrees that AWG Acquisition has provided sufficient adequate assurances of future performance under the Supplier Agreements listed on Exhibit A.

6. AWG and AWG Acquisition agree that they will enter into a Stipulation with WAF Marketing, LLC, a company related to H.G. Hill, in a form mutually acceptable to WAF, AWG and AWG Acquisition, regarding WAF Marketing, LLC's FSA agreement with the Debtors, as additional consideration for this Stipulation. The execution of such a Stipulation is a condition precedent to this Stipulation.

7 The entry of a final and non-appealable order by the United States Bankruptcy Court for the District of Delaware approving the assumption and assignment of the Supplier Agreements as identified in Docket Item 3919 shall be a condition subsequent to this Stipulation.

8. All parties to this Stipulation have had the advice of counsel in negotiating and executing this Stipulation.


9. All parties to this Stipulation have had input into the drafting of this Stipulation which shall for all purposes be considered as jointly drafted.

Respectfully submitted,

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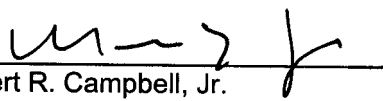
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