

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

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In re:	)	
	)	
FLEMING COMPANIES, INC., et al., <sup>1</sup>	)	Case No. 03-10945 (MFW)
	)	(Jointly Administered)
Debtors.	)	Chapter 11
	)	
	)	
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**STIPULATION BY AND BETWEEN  
ASSOCIATED WHOLESALE GROCERS, INC.,  
AWG ACQUISITION, LLC, AND WAF MARKETING, LLC REGARDING  
ASSUMPTION AND ASSIGNMENT OF FSA AGREEMENT**

Associated Wholesale Grocers, Inc. ("AWG"), AWG Acquisition, LLC ("AWG Acquisition"), and WAF Marketing, LLC (formerly known as WAF Marketing, Inc. ("WAF"), by respective counsel, and for their Stipulation By And Between Associated Wholesale Grocers, Inc., AWG Acquisition, LLC, and WAF Marketing, Inc. Regarding Assumption And Assignment Of FSA Agreement (the "Stipulation") hereby stipulate and agree as follows:

WHEREAS, WAF is a party to those certain agreements identified on the attached Exhibit "A" with the Debtors, including without limitation that certain Facility Standby Agreement (the "FSA") dated April 19, 1999 and those certain License Agreements dated April 19, 1999;

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<sup>1</sup> 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.

WHEREAS, the Debtors entered into that certain Asset Purchase Agreement (“APA”) with C&S Acquisition, LLC and Surrey 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 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 WAF agreements, to be assumed by the Debtors and assigned to AWG Acquisition;

WHEREAS, on August 4, 2003, the Debtors filed a Notice Re Initial Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion, docket item 2716, whereby the Debtors sought the assumption and assignment of the FSA (Contract No. 5203) to AWG Acquisition;

WHEREAS, on September 8, 2003, the Debtors filed a Notice RE Assumption and Assignment of Certain Executory Contracts and Unexpired Leases to AWG Acquisition, LLC (Hearing Date: October 2, 2003), docket item 3563, whereby the Debtors sought the assumption and assignment of two License Agreements (Contract Nos. 836 and 837) to AWG Acquisition;

WHEREAS, WAF objected to the assumption and assignment and has further objected to the "cure" amounts set forth by the Debtors;

WHEREAS, AWG, AWG Acquisition and WAF desire to resolve their differences;

**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. WAF agrees that the agreements identified on Exhibit "A" are executory contracts pursuant to Section 365 of the Bankruptcy Code which may be assumed and assigned to AWG Acquisition.

4. WAF agrees that AWG Acquisition has provided sufficient adequate assurances of future performance as to all of the contracts identified on Exhibit "A".

5. WAF agrees to withdraw all objections to the "cure costs" and the assumption and assignment to AWG Acquisition of the agreements on Exhibit "A", including without limitation, the FSA (Contract No. 5203) and the License Agreements (Contract Nos. 836 and 837), and WAF expressly consents to the assumption and assignment of such agreement to AWG Acquisition.

6. WAF does not object to the assumption and assignment of those certain Supplier Agreements by and between H.G. Hill Realty Company and the Debtors to AWG Acquisition. Nothing contained in this Stipulation shall be construed to be an acknowledgement by AWG or AWG Acquisition that any consent to such assumption and assignment is necessary.

7. AWG Acquisition agrees that it will cause all right, title and interest of the Debtors in or under the FSA to be assumed and assigned to AWG Acquisition, and that

upon the assumption and assignment of the FSA to AWG Acquisition, AWG Acquisition shall terminate the FSA and all obligations or liabilities of WAF thereunder.

8. AWG Acquisition agrees that it will cause the License Agreements to be assumed and assigned to AWG Acquisition and that upon the assumption and assignment of the License Agreements to AWG Acquisition, the term of such License Agreements shall be amended to be a period of time, the lesser of (i) cessation by WAF to utilize AWG as its primary supplier; or (ii) April 19, 2005.

9. AWG and AWG Acquisition agree that they will enter into a Stipulation with H.G. Hill Realty Company ("H.G. Hill"), a company related to WAF, in a form mutually agreeable to H.G. Hill, AWG and AWG Acquisition, regarding H.G. Hill's Supplier Agreements with the Debtors, as additional consideration for this Stipulation. The execution of such a Stipulation is a condition precedent to this Stipulation.

10. 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 FSAs and License Agreements as identified in Docket Items 2716 and 3563 shall be a condition subsequent to this Stipulation.

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

12. 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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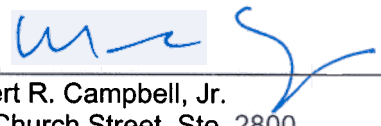
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