UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	Chapter 11
FLEMING COMPANIES, INC., et al.,	:	Case No. 03-10945 (MFW)
Debtors.	:	Jointly Administered
	:	**Re: Docket No. 3252, 4535**

ORDER RESOLVING OBJECTIONS OF CPW PROPERTIES, LTD. TO ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BRIAR HILL FOODS, INC. AND AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS TO SUPERVALU

Upon the certification of counsel, dated **December 23, 2003**, seeking authorization to resolve the objections of CPW Properties, Ltd. and Briar Hill Foods, Inc. (Docket Nos. 2214 and 2213, respectively, the "Objections") with respect to the agreements set forth on Schedule 1 hereto (collectively, the "Briar Hill Agreements"), and

WHEREAS, reference is made to that certain Order Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Pursuant to Instruction from SUPERVALU INC., entered by this Court on December 11, 2003 (Dkt. No. 4907, the "SUPERVALU Instructed Order")[1]; and

WHEREAS, reference is further made to the E-mail dated December 23, 2003, previously filed with this Court, by which CPW agreed to withdraw its objection to the proposed

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SUPERVALU Instructed Order.

assumption and assignment of certain of the Briar Hill Agreements, pursuant to the terms of an agreement executed by the relevant parties; and

WHEREAS, reference is further made to the letter dated December 10, 2003, previously filed with this Court, by which Briar Hill has agreed to withdraw its objection to the proposed assumption and assignment of certain of the Briar Hill Agreements to SUPERVALU; and

WHEREAS, reference is further made to that Affidavit of Theodore Thorne Regarding Adequate Assurance Showing in Support of Assignment of Real Property Prime Lease to Briar Hill Foods, Inc., previously filed with this Court, by which proposed assignee Briar Hill provided adequate assurance of its future performance under the Briar Hill Agreements; and

In consideration of the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

a. The Objections are hereby deemed withdrawn, subject to the assignment of the Briar Hill Agreements to the designated assignees. and payment of the cure amount by Briar Hill Foods, Inc. as listed in Schedule 1 hereto.

b. The SUPERVALU Instructed Order is incorporated herein by reference as if set forth fully herein, including the Findings of Fact, Conclusions of Law and Orders contained therein, with respect to the Briar Hill Agreements, and shall apply to the Briar Hill Agreements as if such agreements were set forth on Schedule 1 to the SUPERVALU Instructed Order.

c. This Court retains jurisdiction, even after the closing of these chapter 11 cases, to interpret, implement and enforce the terms and provisions of this Order.

Dated: Jan. 16, 2004

UNITED STATES BANKRUPTCY JUDGE