IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Fleming Companies, Inc., et al.,[1]	Case No. 03-10945 (MFW)
Debtors.	(Jointly Administered)
	Hearing Date: February 2, 2004, 2:00 p.m. prevailing Eastern Time Objection Date: January 26, 2004, 5:00 p.m. prevailing Eastern Time

NOTICE PURSUANT TO SALE ORDER RE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED REAL PROPERTY LEASES, PURSUANT TO INSTRUCTION FROM C&S ACQUISITION LLC, INCLUDING, AMONG OTHERS, A REAL PROPERTY LEASE WITH CAMELBACK & 44th STREET ASSOCIATES (HEARING DATE: FEBRUARY 2, 2004)

PLEASE TAKE NOTICE that this notice (the "Assignment Notice") is provided to you in connection with the "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 Interests 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") entered August 15, 2003. The provisions of the Sale Order are incorporated as though fully set forth herein. For a complete copy of the Sale Order, please refer to docket number 3142, which can be accessed at www.bmccorp.net/fleming or at the Bankruptcy Court website at www.deb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that on **February 2, 2004, at 2:00 p.m. prevailing Eastern Time** (the "Assignment Hearing Date"), the Selling Debtors[2] will move to assume and assign the contracts identified in the attached schedule (the "Assignment List") to the assignees (each an "Assignee") as set forth on the Assignment List. Financial information pertaining to an Assignee may be requested from Raymond Friedman at rfriedman@kirkland.com.

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Order (paragraph 15), if you have not filed an objection by July 29, 2003 to the cure amount (the "Cure Amount") as reflected on the schedule (the "Cure Schedule") attached to the "Notice re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion" dated July 11, 2003 (the "Original Cure Notice"), then the amount reflected on the Cure Schedule, as set forth on Exhibit A to the Sale Order shall be the maximum amount you may assert with respect to any damages arising from an alleged default under your contract or lease arising prior to July 11, 2003 (the "Maximum Cure Amount"). As further set forth in the Sale Order (paragraph 17), you are entitled to assert an objection for any alleged pecuniary loss, if any, incurred from the date of the Original Cure Notice through the date on which your contract or lease will be assumed and/or assigned and any other additional basis for opposition to the assumption and/or assignment, including lack of adequate assurance of future performance by **January 26, 2004 by 5:00 p.m. prevailing Eastern Time** (as set forth below).

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Order (paragraph 16), if you have filed an objection by July 29, 2003 (a "Cure Objection") to the Cure Amount, your Cure Amount shall be limited as follows: (i) the Cure Amount shall be limited to any legal theories, categories, types or kinds of claims that are set forth in your respective Cure Objection and (ii) no Cure Amount shall be permitted if the Cure Amount was known, or should have been known with reasonable diligence, by you and was not asserted in your respective written Cure Objection with reasonable particularity. Any additional grounds for objection, including alleged pecuniary loss, if any, incurred from the date of the Original Cure Notice through the date on which your contract or lease will be assumed and/or assigned and any other additional basis for opposition to the assumption and/or assignment, including lack of adequate assurance of future performance, must be filed and received by **January 26, 2004 by 5:00 p.m. prevailing Eastern Time** (as set forth below).

PLEASE TAKE FURTHER NOTICE that all inquiries with respect to the Cure Amount should be directed to Barbara Hall at flemingbhall@yahoo.com.

PLEASE TAKE FURTHER NOTICE that additional objections by you, if any, to the Cure Amount or the proposed assumption and assignment as set forth above and more fully in the Sale Order must be filed with the Bankruptcy Court and served in such a manner that it is **actually received on or before January 26, 2004 by 5:00 p.m. prevailing Eastern Time,** by: (i) Fleming Companies, Inc., attn: Contracts Department, 1945 Lakepointe Drive, Lewisville, TX 75057; Raymond I. Friedman, Kirkland & Ellis, LLP, 777 South Figueroa Street, Los Angeles, California 90017; Geoffrey A. Richards, Kirkland & Ellis, LLP, 200 East Randolph Drive, Chicago, Illinois 60601; and Laura Davis Jones, Pachulski, Stang, Ziehl, Young, Jones & Weintraub, P.C., 919 North Market Street, 16th Floor, Wilmington, Delaware 19801; (ii) the Lenders, c/o Andrew DeNatale, White & Case, 1155 Avenue of the Americas, New York, New York 10036; (iii) counsel to the Committee, c/o Dennis Dunne, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005 and Robert S. Hertzberg, Pepper Hamilton LLP, 36th Floor, 100 Renaissance Center, Detroit, Michigan 48243-1157; and (iv) counsel to C&S Acquisition LLC, Richard S. Cobb, Landis Rath & Cobb LLP, 919 Market Street, Suite 600, P.O. Box 2087, Wilmington, DE 1989. Any objection not conforming to the foregoing will not be considered by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Selling Debtors reserve the right to remove your contract or lease from the Assignment List before the Assignment Hearing Date or to seek continuance of the hearing date upon further notice to you.

Wilmington, Delaware
Dated: January 15, 2004

Co-Counsel for the Debtors and Debtors in Possession

PACHULSKI, STANG, ZIEHL, YOUNG, JONES & WEINTRAUB, P.C.

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[1] The Debtors are the following entities: Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark International, 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.

[2] The Selling Debtors are Fleming Companies, Inc., Fleming Transportation Service, Inc., Piggly Wiggly Company, RFS Marketing Services, Inc., Fleming International, Ltd., Fleming Foods of Texas, L.P., and Fleming Foods Management Co., LLP.