

**EXHIBIT A**

**THE STIPULATION**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**STIPULATION REGARDING UNEXPIRED REAL PROPERTY LEASES  
FOR (809 WEST PIPELINE, HURST, TEXAS )  
(LEASE NO. TX-332/TX-332.A) AND ORDER THEREON**

This stipulation is by and between Fleming Companies, Inc. (“Fleming”) and its affiliated debtors (collectively, the “Debtors”), Ablegrowth, Inc. (the “Landlord”), and The Grocers Supply Co., Inc (“GS”).

This stipulation is based on the following recitals:<sup>2</sup>

A. Fleming is the tenant of the real property located at 809 West Pipeline, Hurst, Texas (the “Leased Premises”) pursuant to an unexpired non-residential real property lease agreement by and between Fleming and Landlord dated January 5, 1973 for the Leased Premises (the “Prime Lease”).

---

<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.; Favara 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.

<sup>2</sup> All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement by and among Fleming, C&S Wholesale Grocers, Inc., C&S Acquisition LLC and the other parties named therein, dated July 7, 2003, as the same may have been further amended (the “APA”).

B. Fleming is the sublandlord and Zettler-Sullivan Enterprises, Inc. (the "Subtenant") is the subtenant of the Leased Premises pursuant to an unexpired non-residential real property lease agreement by and between the Subtenant and Fleming for the Leased Premises dated October 20, 1995 (the "Sublease" and together with the Prime Lease, the "Leases").

C. GS has been identified as a Third Party Purchaser under that certain Sale Order entered by the Court on August 15, 2003, pursuant to Sections 2.5 and 2.6 of the APA. As a Third Party Purchaser, GS has acquired those certain lease designation rights whereby GS may direct the Debtor to file a motion to assume or reject the Leases. Accordingly, GS hereby consents to and requests that the Leases be rejected.

D. The Subtenant has ceased any and all operations at the Leased Premises and has vacated the Leased Premises.

E. The Debtors have determined, in the exercise of their business judgment, that it is in the best interest of the bankruptcy estates and the creditors that the Leases should be rejected pursuant to 11 U.S.C. § 365(a). Accordingly, Debtors wish to reject the Leases. Additionally, the rejection of the Leases will release the Debtors from any future liability thereunder.

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

G. In consideration for the rejection and termination of the Leases, the Landlord has agreed to waive all claims that could be made against Debtors in connection with or arising out of the Prime Lease and 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.

H. Landlord, for itself, its successors and assigns, does 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 whether arising pre-petition or post-petition.

I. Landlord hereby withdraws with prejudice Proof of Claim, Number 550804, as previously filed, with respect to the Prime Lease.

J. GS appears herein solely for purposes of requesting that the Leases be rejected pursuant to the APA.

Based on the foregoing the Debtors and Landlord hereby stipulate:

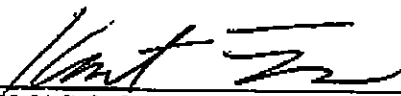
1. The Landlord and the Debtors hereby agree and stipulate to the rejection of the Leases effective as of December 31, 2003.

2. The Leases will be deemed rejected as of December 31, 2003 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 whether arising pre-petition or post-petition.

3. Landlord hereby withdraws with prejudice Proof of Claim, Number 550804, as previously filed, with respect to the Prime Lease.

Dated: 1-14-04

  
\_\_\_\_\_  
THOMAS & GAY PC  
Kenneth A. Thomas (No. 19857100)  
16970 Dallas Parkway, Building 300  
Dallas, TX 75248  
Telephone: (972) 818-1900  
Facsimile: (972) 818-1901

Attorney for Ablegrowth, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
HIRSCH & WESTHEIMER, P.C.  
Michael J. Durrschmidt (No. 06287650)  
700 Louisiana, 25<sup>th</sup> Floor  
Houston, TX 77002  
Telephone: (713) 220-9165  
Facsimile: (713) 223-9319

Attorney for The Grocers Supply Co., Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
KIRKLAND & ELLIS LLP  
James H. M. Sprayregen, P.C. (ARDC No. 6190206)  
Richard L. Wynne (CA Bar No. 120349)  
Geoffrey A. Richards (ARDC No. 6230120)  
Shirley S. Cho (CA Bar No. 192616)  
Marjon Ghasemi (CA Bar No. 211551)  
777 South Figueroa Street  
Los Angeles, CA 90017  
Telephone: (213) 680-8400  
Facsimile: (213) 680-8500

and

PACHULSKI, STANG, ZIEHL, YOUNG, JONES &

Dated: \_\_\_\_\_

THOMAS & GAY PC  
Kenneth A. Thomas (No. 19857100)  
16970 Dallas Parkway, Building 300  
Dallas, TX 75248  
Telephone: (972) 818-1900  
Facsimile: (972) 818-1901

Attorney for Ablegrowth, Inc.

Dated: 1/14/04

*Michael J. Durrschmidt / top by permission*

HIRSCH & WESTHEIMER, P.C.  
Michael J. Durrschmidt (No. 06287650)  
700 Louisiana, 25<sup>th</sup> Floor  
Houston, TX 77002  
Telephone: (713) 220-9165  
Facsimile: (713) 223-9319

Attorney for The Grocers Supply Co., Inc.

Dated: \_\_\_\_\_

KIRKLAND & ELLIS LLP  
James H. M. Sprayregen, P.C. (ARDC No. 6190206)  
Richard L. Wynne (CA Bar No. 120349)  
Geoffrey A. Richards (ARDC No. 6230120)  
Shirley S. Cho (CA Bar No. 192616)  
Marjon Ghasemi (CA Bar No. 211551)  
777 South Figueroa Street  
Los Angeles, CA 90017  
Telephone: (213) 680-8400  
Facsimile: (213) 680-8500

and

PACHULSKI, STANG, ZIEHL, YOUNG, JONES &

Dated: \_\_\_\_\_

---

THOMAS & GAY PC  
Kenneth A. Thomas (No. 19857100)  
16970 Dallas Parkway, Building 300  
Dallas, TX 75248  
Telephone: (972) 818-1900  
Facsimile: (972) 818-1901

Attorney for Ablegrowth, Inc.

Dated: \_\_\_\_\_

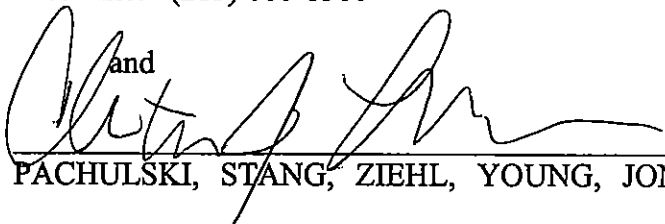
---

HIRSCH & WESTHEIMER, P.C.  
Michael J. Durrschmidt ( No. 06287650)  
700 Louisiana, 25<sup>th</sup> Floor  
Houston, TX 77002  
Telephone: (713) 220-9165  
Facsimile: (713) 223-9319

Attorney for The Grocers Supply Co., Inc.

Dated: 1/15/02

KIRKLAND & ELLIS LLP  
James H. M. Sprayregen, P.C. (ARDC No. 6190206)  
Richard L. Wynne (CA Bar No. 120349)  
Geoffrey A. Richards (ARDC No. 6230120)  
Shirley S. Cho (CA Bar No. 192616)  
Marjon Ghasemi (CA Bar No. 211551)  
777 South Figueroa Street  
Los Angeles, CA 90017  
Telephone: (213) 680-8400  
Facsimile: (213) 680-8500

and  
  
PACHULSKI, STANG, ZIEHL, YOUNG, JONES &



**WEINTRAUB P.C.**

**Laura Davis Jones (Bar No. 2436)  
Ira D. Kharasch (CA Bar No. 109084)  
Scotta E. McFarland (Bar No. 4184)  
Christopher J. Lhulier (Bar No. 3850)  
919 North Market Street, 16<sup>th</sup> Floor  
P.O. Box 8705  
Wilmington, Delaware 19899-8705 (Courier No. 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400**

**Co-Counsel for the Debtors and Debtors in Possession**