

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
Fleming Companies, Inc., et al.,²) Case No. 03-10945 (MFW)
) (Jointly Administered)
Debtors.)
) **Related Docket No. 4535**

**ORDER AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO
GRUNDL FOODS, INC.**

Upon the certification of counsel, dated on or about January 16, 2004 seeking authorization to assume and assign those agreements set forth on Schedule 1 hereto (collectively, the "Grundl 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")³; and

WHEREAS, reference is further made to the Affidavit of William Grundl Regarding Adequate Assurance Showing in Support of Assignment of Real Property Prime Lease to Grundl

² 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.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SUPERVALU Instructed Order.

Foods, Inc., (the "Grundl Affidavit"), and the supporting financial information attached thereto, by which proposed assignee Grundl Foods, Inc. ("Grundl") provides adequate assurance of its future performance under those certain agreements set forth on Schedule 1 hereto; and


Upon the record made at hearings held before this Court with respect to the relief sought herein, including the relevant pleadings, the evidence proffered or adduced and arguments of counsel;

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

1. The assumption and assignment of the Grundl Agreements to Grundl is hereby approved.
2. The cure amount for each of the Grundl Agreements, if any, is set forth on Schedule 1 hereto. The non-debtor parties to the Grundl Agreements shall not be entitled to any further or additional compensation on account of defaults under the Grundl Agreements accruing, arising or otherwise relating to the period prior to the date hereof, provided, that Grundl shall be responsible for payment of amounts that have accrued prior to the date hereof but do not become due and payable in the ordinary course until after the date hereof, including without limitation certain 2003 real estate tax obligations that may have been paid by landlord O'Braun Corporation but have not yet become due and payable by Grundl.
3. 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 Grundl Agreements, and shall apply to the Grundl Agreements as if such agreements were set forth on Schedule 1 to the SUPERVALU Instructed Order.

4. 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 20, 2004



The Honorable Mary F. Walrath
Chief Judge, United States Bankruptcy Court