

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION

	X	Civil Action No. 5-03-MD-1530 (TJW)
IN RE FLEMING COMPANIES, INC.	:	
SECURITIES LITIGATION	:	MDL No. 1530
	X	

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

IF YOU PURCHASED OR OTHERWISE ACQUIRED ANY PUBLICLY TRADED SECURITIES ISSUED BY FLEMING COMPANIES, INC. INCLUDING ANY OF ITS STOCK OR BONDS, OR ANY OPTIONS THAT TRADE IN WHOLE OR IN PART BASED UPON THE PRICE OR VALUE OF ANY SECURITIES ISSUED BY FLEMING, BETWEEN MAY 9, 2001 AND FEBRUARY 25, 2003, INCLUSIVE (THE "CLASS PERIOD"), YOUR RIGHTS COULD BE AFFECTED BY A CLASS ACTION SETTLEMENT DESCRIBED IN THIS NOTICE.

IF YOU WERE THE RECORD HOLDER, BUT NOT THE BENEFICIAL OWNER, OF ANY FLEMING SECURITIES DURING THE CLASS PERIOD AS SET FORTH ABOVE, PLEASE SEND THIS DOCUMENT TO ANY SUCH BENEFICIAL OWNER(S).

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION. IF YOU ARE A MEMBER OF THE CLASS DESCRIBED IN THIS NOTICE, YOU MAY BE ENTITLED TO RECEIVE PAYMENTS PURSUANT TO THE PROPOSED SETTLEMENT IN THESE ACTIONS.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The Settlement will provide a total of \$93.95 million in cash, plus interest, to pay claims of Settlement Class Members who purchased or otherwise acquired Securities of Fleming Companies, Inc. ("Fleming") between May 9, 2001 and February 25, 2003 (inclusive) (the "Class Period"), including, without limitation, claims of Settlement Class Members who purchased Fleming stock or bonds issued in, pursuant to, or traceable to the March 15, 2002 Bond Offering and the June 17, 2002 Stock and Bond Offering. The Settlement represents a total average recovery of \$0.44 per common share and \$35.61 per \$1,000 face amount bond. This average is an estimate and is before deduction of any Court approved fees, costs, and expenses. See Question 8 below for a more detailed explanation.
- The Settlement is comprised of three separate agreements memorialized in Stipulations of Settlement with the Fleming Defendants, Deloitte & Touche, and the Underwriters (see Question 1 below), dated as of October 11, 2005, May 20, 2005, and October 11, 2005, respectively (the "Stipulations"). Unless otherwise defined herein, terms in this Notice of Pendency and Settlement of Class Action have the same meaning as in the Stipulations. The "Settlement Funds" (see Question 8.a below) refers to the aggregation of the Settlement Amounts reflected in the Stipulations.
- The Settlement is subject to approval by the Court. If approved, the Settlement will result in (i) the disbursement of the Settlement Funds as set forth herein; and (ii) the dismissal of the Actions with prejudice and without costs, and the release of the Released Entities and Released Parties (as defined below) from the Released Claims (as defined below).
- Attorneys for the Representative Plaintiffs have expended considerable time and effort in the prosecution of this litigation on a contingent fee basis, and have advanced the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. Plaintiffs' Attorneys intend to ask the Court to award them fees up to 30% of the Settlement, and reimbursement of litigation expenses not to exceed \$2.5 million, and reimbursement to the 7 Representative Plaintiffs for their time and expenses devoted to this action not to exceed \$125,000. Collectively, the fees and expenses are estimated to average \$0.14 per common share and \$11.67 per \$1,000 face amount bond. If approved by the Court, these amounts will be paid from the Settlement Funds. Therefore, the approximate recovery from the Settlement, after deduction of attorneys' fees, costs, and expenses approved by the Court and reimbursement awarded by the Court to the Representative Plaintiffs, is an average of \$0.30 per share and \$23.94 per \$1,000 face amount bond. This is an estimate. Your actual recovery, if any, will vary depending on the dates and prices of your Fleming Securities

purchases or sales and the number of Proof of Claim and Release forms that are filed, the amount of attorneys' fees, costs, and expenses awarded by the Court, and the expenses of administering the claims process. See Question 8 below for a more detailed explanation.

- The Settlement resolves a lawsuit concerning whether Defendants made materially false and misleading statements regarding Fleming's earnings and growth. Each of the Defendants deny the allegations in the lawsuit or that they are liable to Plaintiffs or the Settlement Class and deny that Plaintiffs or the Settlement Class have suffered any damages. The parties disagree on the liability and damage issues. See Question 4 below for a more detailed explanation.
- Your legal rights will be affected whether or not you take action. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A PROOF OF CLAIM AND RELEASE FORM	The only way to be eligible to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against any of the Defendants about the legal claims that were or could have been brought in this case.
OBJECT BUT REMAIN IN THE SETTLEMENT	Write to the Court and object to the Settlement. If the Court overrules your objection you are bound by the Court's Final Order, whether or not you submit a Proof of Claim and Release or receive a distribution from the Settlement Funds.
GO TO A HEARING	The November 29, 2005 Hearing is open to the public. To speak in Court in support of any objection you may have filed, you will need to give advance written notice to the Court and the parties.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved and claims are processed. Please be patient.
- Further information regarding this Settlement may be obtained by contacting Plaintiffs' Lead Counsel: Sherrie R. Savett, Berger & Montague, P.C., 1622 Locust Street, Philadelphia, PA, 19103-6365, Telephone: 215-875-3000, or Kenneth S. Marks, Susman Godfrey, L.L.P., 1000 Louisiana, Suite 5100, Houston, TX, 77002, Telephone: 713-651-9366.

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BASIC INFORMATION

1. Why did I get this Notice package?

You or someone in your family may have purchased or otherwise acquired Fleming Securities between May 9, 2001 and February 25, 2003 (inclusive), including but not limited to Fleming Securities issued in, pursuant to, and traceable to the March 15, 2002 Registration Statement or the June 17, 2002 Registration Statement. A putative class action concerning the purchase of Fleming Securities is pending before the Honorable T. John Ward of the United States District Court for the Eastern District of Texas. The case is known as *In re Fleming Companies, Inc. Securities Litigation*, Civil Action No. 5-03-MD-1530 (MDL No. 1530). The people who sued are called Plaintiffs, and the individuals and entities they sued — Fleming’s successors Core-Mark International, Inc. (“Core-Mark”) and the Fleming Companies, Inc. Post Confirmation Trust (“PCT”) (collectively the “PCT”); Mark Hansen, Neal J. Rider, Mark D. Shapiro, Thomas G. Dahlen, Carol B. Hallett, Alice M. Peterson, Herbert M. Baum, Kenneth M. Duberstein, Archie R. Dykes, Robert S. Hamada, Carlos M. Hernandez (collectively with the PCT, the “Fleming Defendants”); Deloitte & Touche L.L.P. (“Deloitte & Touche”); and Lehman Brothers Inc., Deutsche Bank Securities Inc., Wachovia Capital Markets LLC, and Morgan Stanley & Co., Incorporated (collectively the “Underwriter Defendants”) — are called Defendants.

The Court authorized sending you this notice because you have a right to know about a proposed Settlement of this lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and resolves any objections to the Settlement submitted by Settlement Class Members, as explained below, or appeals, then an administrator appointed by the Court will process the claims received and distribute the payments to Settlement Class Members with valid claims. You can track the progress of the Settlement by visiting: www.hrsclaimsadministration.com.

This package explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible for them, and how to obtain them.

THE COURT HAS DIRECTED THAT NOTICE SHOULD BE GIVEN TO ALL SETTLEMENT CLASS MEMBERS TO INFORM THEM OF THE ACTIONS AND THEIR RIGHTS. THE SENDING OF THIS NOTICE IS NOT AN EXPRESSION BY THE COURT OR THE PARTIES TO THE ACTIONS OF ANY OPINION AS TO THE MERITS OF ANY CLAIM OR DEFENSE OR THE LIKELIHOOD OF RECOVERY BY THE REPRESENTATIVE PLAINTIFFS OR ANY OF THE SETTLEMENT CLASS MEMBERS. NOTICE IS BEING PROVIDED SO THAT ALL SETTLEMENT CLASS MEMBERS MAY MAKE A DECISION AS TO WHAT STEPS, IF ANY, THEY WISH TO TAKE AS THIS MATTER PROCEEDS. NOTICE IS BEING SENT TO YOU BECAUSE RECORDS INDICATE THAT YOU MAY BE A SETTLEMENT CLASS MEMBER.

2. What is this lawsuit about?

This lawsuit alleges two principal claims:

1. Violations of §10(b) of the Securities Exchange Act of 1934 (“Section 10(b)”)
 - A. Plaintiffs allege that Fleming, Mark Hansen, Neal J. Rider, Mark D. Shapiro, Thomas G. Dahlen, Carol B. Hallett, and Alice M. Peterson misled investors by reporting financial results that were materially false and misleading and by misrepresenting the success of Fleming’s strategic plan to convert its retail stores from traditional grocery stores to warehouse-type stores. Plaintiffs claim that to report growth and financial strength Fleming improperly accounted for a number of transactions – including improper vendor deductions and up-front payments received from suppliers – and manipulated same-store sales for its retail stores.
 - B. Plaintiffs also allege that Fleming’s independent auditor, Deloitte & Touche, misled investors during the Class Period by reporting that Fleming’s financial statements presented fairly the financial condition of and results of operations of the Company in conformity with Generally Accepted Accounting Principles in the United States when it knew or was severely reckless in not knowing that Fleming’s financial statements were materially false and misleading.
2. Violations of § 11 and 12 of the Securities Act of 1933 (“Sections 11 and 12”)

This lawsuit also alleges that the Registration Statements and Prospectuses filed with the SEC as part of the June 2002 offering of 9.2 million shares of Fleming stock and \$200 million face amount 9¼% senior notes, and the March 2002 exchange offering of \$400 million face amount Series D 10¼% senior subordinated notes reported Fleming Companies, Inc.’s financial results that were materially false and misleading and misrepresented the success of Fleming’s strategic plan to convert its retail stores from traditional grocery stores to warehouse-type stores. The Plaintiffs sued the Fleming Defendants, Deloitte & Touche, and the Underwriter Defendants for violations of Sections 11 and 12, except Plaintiffs did not sue the Underwriter Defendants in connection with the March 2002 offering.

The lawsuit claims that as a result of the false and misleading statements and the false Registration Statements, the value of Fleming Securities was inflated, and that investors who purchased Fleming Securities at these inflated prices were damaged. Fleming filed for bankruptcy shortly after the end of the Class Period. Each of the Defendants denies that they made any misrepresentations or engaged in any wrongdoing whatsoever. Each of the Defendants asserts that all claims and contentions raised in the Actions are without merit and have denied and

continue to deny all charges of wrongdoing or liability with respect to each and all of the claims and contentions that were alleged and/or dismissed or that could have been alleged by Plaintiffs and the Settlement Class, including all contentions concerning Defendants' conduct, as well as contentions that such conduct constitutes wrongdoing or gives rise to legal liability or has caused damages to the Settlement Class. The Settlement and the Stipulations shall not be construed or deemed to be evidence of any admission or concession by any of the Defendants with respect to any claim or any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses any of the Defendants have asserted.

3. Why is this a class action?

On October 18, 2005, the Court conditionally certified, for settlement purposes only, a Settlement Class consisting of all Persons who purchased or otherwise acquired Fleming Securities at any time in the period commencing May 9, 2001 and ending February 25, 2003 inclusive. See Question 5 below. In a class action, one or more persons or entities called Class Representatives sue on behalf of all persons or entities who have similar claims. All of these persons or entities are collectively referred to as a Class, or, individually, as Settlement Class Members. One court resolves all of the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Class, as described in Question 12 below.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the lawsuit. Plaintiffs have agreed to settle the lawsuit based on the facts they have discovered during the litigation, the risks that will be involved in a trial, and their conclusions that the proposed Settlement is fair, reasonable and adequate, and serves the best interests of the Settlement Class Members. The Class Representatives and Counsel for Plaintiffs have determined that by settling, they avoid the cost and risks of a trial, while at the same time providing substantial compensation to the Class. The Class Representatives and the Counsel for the Class believe that the Settlement is best for all Settlement Class Members.

The Representative Plaintiffs and Defendants do not agree regarding the merits of Plaintiffs' allegations with respect to liability or the average amount of damages per share that would be recoverable if the Representative Plaintiffs were to prevail on each claim asserted. The issues on which the parties disagree include, but are not limited to: (1) whether Defendants made any false and misleading statements; (2) whether the statements made were false, material or otherwise actionable under the federal securities laws; (3) whether Defendants made the statements with the requisite intent; (4) each Defendant's proportionate responsibility, if any, for any damages; (5) the appropriate economic model for determining the amount by which the prices of Fleming Securities were allegedly artificially inflated (if at all) during the Class Period; (6) the extent to which the various matters that Representative Plaintiffs alleged were materially false or misleading (if at all) influenced and artificially inflated (if at all) the trading prices of Fleming Securities at various times during the Class Period; and (7) the extent to which external factors, such as general market conditions, influenced the trading prices of Fleming Securities at various times during the Class Period.

While Plaintiffs' Class Counsel were prepared to go to trial, and were confident in the merits of their case, they recognize that a trial is a risky proposition and that Plaintiffs and the Class may not have prevailed on some, any, or all of their claims. In addition, Plaintiffs' Class Counsel believe that this Settlement provides a substantial recovery to the Class, and believe that they may not have obtained a greater recovery, if any, even if they had gone to trial. Throughout the settlement negotiations, Defendants continued to deny liability, and denied that Plaintiffs and the Class were damaged, asserting instead that the decline in the prices of Fleming Securities was attributable to other factors, such as the deterioration in the financial condition of Kmart, Fleming's largest customer. This dispute regarding damages would be subject to expert testimony, and therefore, it would be impossible to predict with certainty which side's arguments would find favor with the jury. As a result, in a trial, Plaintiffs could have recovered nothing or substantially less than the amount of the Settlement. Further, even assuming that Plaintiffs could have won at trial, any verdict would inevitably be the subject of appeal, and the Class' recovery would have remained uncertain and been further delayed. In this case, even if Plaintiffs had won a verdict greater than the Settlement at trial, and that verdict had withstood Defendants' challenge on appeal, Plaintiffs may not have been able to collect the judgment.

WHO IS IN THE SETTLEMENT

To see if you are entitled to money from this Settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

For purposes of this Settlement, the Court has decided that everyone who fits the following description is a Settlement Class Member:

All Persons who purchased or otherwise acquired Securities of Fleming at any time in the period commencing May 9, 2001 and ending February 25, 2003 inclusive, including, without limitation, all Persons who purchased or otherwise acquired Securities in, pursuant to, or traceable to Fleming's March 2002 Offering and all Persons who purchased or otherwise acquired Securities in, pursuant to, or traceable to Fleming's June 2002 Offering.

6. Are there exceptions to being included?

You are not a Settlement Class Member if you are a Defendant in this lawsuit. The Class also excludes Defendants' respective subsidiaries and affiliates, members of the immediate families of each of the Defendants and the legal representatives, heirs, successors, affiliates or assigns of each of the Defendants. However, in the event that any Underwriter Defendants or affiliates referenced in the preceding sentence beneficially owned or otherwise held Fleming Securities on behalf of third parties or any employee benefit plan that otherwise fall within the Class, such third parties and employee benefit plans shall not be excluded from the Class, irrespective of the identity of the entity or Person in whose name the Fleming Securities were beneficially owned or otherwise held. Also, you will not be part of the Class if you exclude yourself from the Class, as described below. If one of your mutual funds owns Fleming Securities, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you purchased Fleming Securities during the Class Period. Contact your broker to see if you purchased or held Fleming Securities between May 9, 2001 and February 25, 2003.

7. I'm still not sure if I am included.

If you are still not sure whether you are included in the Class, you can ask for free help, by calling 1-800-252-5745 for more information. Alternatively, you can fill out and return the Proof of Claim and Release form attached to this Notice to see if you qualify.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement provide?

The \$93.95 million total Settlement is comprised of three separate settlements. First, in June 2005, the Class Representatives and the Fleming Defendants arrived at a proposed settlement of the claims against the Fleming Defendants for \$31.45 million. The terms of the proposed settlement are summarized below, and the full settlement terms are contained in a Stipulation and Agreement of Settlement ("Fleming Defendants' Stipulation") dated October 11, 2005.

Second, the Class Representatives and Deloitte & Touche arrived at a proposed settlement of the claims against Deloitte & Touche for \$35 million and signed a Memorandum of Understanding on May 20, 2005. The terms of the proposed settlement are summarized below, and the full settlement terms are contained in a Stipulation of Settlement ("Deloitte & Touche Stipulation") dated as of May 20, 2005.

Third, on June 24, 2005, the Class Representatives and the Underwriter Defendants arrived at a proposed settlement of the claims against the Underwriter Defendants for \$27.5 million and signed a Memorandum of Understanding. The terms of the proposed settlement are summarized below, and the full settlement terms are contained in a Stipulation and Agreement of Settlement ("Underwriters' Stipulation") dated October 11, 2005.

The Fleming Defendants, Deloitte & Touche, and the Underwriter Defendants are each responsible only for the amount of the respective settlement amounts that they agreed to pay in their respective Stipulations.

The parties' agreements, by themselves, are not sufficient for the Settlement to be official – the proposed Settlement requires the Judge's approval. The Plan of Allocation and Plaintiffs' Class Counsels' request for attorneys' fees, costs, and expenses are not part of the Stipulations, and the Court may approve the settlement without approving the Plan of Allocation and/or Plaintiffs' Class Counsels' request for attorneys fees and expenses, which are discussed below.

You can obtain a copy of the Stipulations by writing to Lead Plaintiffs' Counsel: Sherrie R. Savett, Esquire, Berger & Montague, P.C., 1622 Locust Street, Philadelphia, PA 19103, or by visiting www.hrsclaimsadministration.com.

a. What are the Settlement Funds?

The proposed Settlement calls for the Fleming Defendants, Deloitte & Touche, and the Underwriter Defendants to each contribute to a settlement fund in the amounts listed above. The total amount of \$93.95 million for all of the Settlement Funds, which represents the aggregation of the Settlement Amounts reflected in the three separate Stipulations, will be deposited into interest bearing accounts.

It is estimated that approximately 133,191,425 million shares of Fleming stock and \$1,010,000,000 face amount of Fleming bonds may have recoverable damages during the Class Period. Thus, Class Counsel estimate that the \$93.95 million recovery from the Settlement Funds represents an average recovery of \$0.44 per share and \$35.61 per \$1,000 face amount bond. This average recovery is only an estimate and can vary as explained below. If the Court approves less than all of the settlements, the Settlement Funds and the average recovery will be reduced accordingly.

Subject to the Court's approval, a portion of the Settlement Funds will be used to pay Plaintiffs' attorneys' fees, costs, and reasonable litigation expenses, as well as reimbursement to the 7 Representative Plaintiffs for time and expenses devoted to this action on behalf of the Class. See Question 16 below for a more detailed explanation. A portion of the Settlement Funds will also be used to pay taxes due on interest earned by the Settlement Funds and any notice and claims administration expenses permitted by the Court or the Stipulations. After the foregoing court-approved deductions from the Settlement Funds have been made, the amount remaining will be distributed to Settlement Class Members who submit valid claims according to the Plan of Allocation described below.

b. What can you expect to receive under the proposed Settlement?

Your share of the Settlement Funds will depend on: (1) the number of claims filed; (2) when during the Class Period you purchased your Fleming Securities; (3) whether you sold your Fleming Securities during the Class Period, or held your Fleming Securities past the end of the Class Period; (4) whether you purchased Securities in the March 15, 2002 or June 17, 2002 Offerings; (5) the amount of administrative costs, including the costs of notice and claims administration; and (6) the amount awarded by the Court for attorneys' fees, costs and expenses.

The Claims Administrator will distribute the Settlement Funds, according to the Plan of Allocation described at the end of this notice, after the deadline for submission of Proof of Claim and Release forms has passed and all claims have been processed. The Claims Administrator will process your claim and advise you if you are an "Authorized Claimant" – meaning that your claim satisfies the requirements approved by the Court. The money contributed by the Defendants will be pooled to pay all "Payable Claims" (as set forth below in the Plan of Allocation), with the exception of the money contributed by the Underwriters. Based on negotiations between Lead Counsel (on behalf of Settlement Class Members with Section 10(b) claims) and separate counsel appointed by the Court to represent Settlement Class Members with Section 11 and 12 claims ("1933 Act Counsel") and not involving counsel for the Underwriter Releasees in any way, the money contributed by the Underwriters will be divided into two parts: Authorized Claimants with Section 10(b) claims will receive fifteen percent (15%) of the money contributed by the Underwriters and Authorized Claimants with Section 11 and 12 claims will receive eighty-five percent (85%) of the money contributed by the Underwriters. The Claims Administrator will distribute the Settlement Funds based upon the date you purchased Fleming stock or bonds, the losses you suffered as a result thereof, and the type of claim you have.

By following the Plan of Allocation described at the end of this notice, you can calculate your "Recognized Loss." The percentage of the Recognized Loss that is distributed will be determined by dividing the amount remaining in the Settlement Funds after attorneys' fees, costs, taxes, and other expenses have been paid by the total Recognized Losses of all Authorized Claimants. See Plan of Allocation below.

HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM AND RELEASE FORM

9. How can I get a payment?

To qualify for payment, you must send in a Proof of Claim and Release form. This Proof of Claim and Release form is attached to this Notice. You may also download it from www.hrsclaimsadministration.com. Read the instructions carefully, fill out the form, sign it in the two locations indicated, include all the documents the form asks for and mail the Proof of Claim and Release form and documentation, postmarked no later than January 30, 2006 to:

Claims Administrator
Fleming Companies, Inc. Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 440
Philadelphia, PA 19105-0440

The Claims Administrator will process your claim and advise you if you are an "Authorized Claimant" – meaning that your claim satisfies the requirements approved by the Court.

10. When would I receive my payment?

The Court will hold a hearing on November 29, 2005, to decide whether to approve the Settlement. Even if Judge Ward approves the Settlement, there may be appeals that would delay the implementation of the Settlement. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. After the approval, and the resolution of any appeals, the Claims Administrator must process all of the Proof of Claim and Release forms. Everyone who sends in a Proof of Claim and Release form will be informed of the approval or disapproval of their claim. Please be patient. You can also track the progress of the Settlement by visiting: www.hrsclaimsadministration.com.

11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will remain a Member of the Class. That means that if the Settlement is approved, you and all other Settlement Class Members and all others covered by the Releases contained in the Stipulations shall be conclusively deemed to have fully, finally and forever released, relinquished, and discharged (can't sue, continue to sue, or be part of any other lawsuit) all "Released Claims" against the "Released Entities" or "Released Parties," including Defendants. It also means that all of the Court's orders will apply to you and legally bind you. Please see the definitions of all of the terms that are in quotations below. Unless you exclude yourself, you are agreeing to a "Release of Claims," attached to the Proof of Claim and Release form, which describes exactly the legal claims that you give up whether or not you receive any distribution of money from the Settlement Funds.

"Released Entities" or "Released Parties" means the Post-Confirmation Trust, Core-Mark, Fleming, the Fleming Related Parties, Albert Abboud, Herbert M. Baum, Clint Bryant, Thomas G. Dahlen, E. Stephen Davis, Kenneth M. Duberstein, Archie R. Dykes, Michael L. Freeman, Carol B. Hallett, Robert S. Hamada, Mark Hansen, Richard Hawk,

Carlos M. Hernandez, Matt Hildreth, Edward Joullian, III, Robert Liska, William H. Marquard, Philip B. Murphy, Charles Myers, Scott Northcutt, Guy Osborn, Alice M. Peterson, Jerry Rebel, Neal J. Rider, Mark Shapiro, Nathan Sheldon, and James Thatcher, and their respective representatives, heirs, executors, personal representatives, administrators, transferees, officers, employees, agents, trustees, counsel, board members, representatives, insurers, and assigns (the "Fleming Released Persons"); Deloitte & Touche USA LLP, Deloitte & Touche LLP, Deloitte Tax LLP, Deloitte Financial Advisory Services LLP, Deloitte Consulting LLP (successor to Deloitte Consulting Holding LLC), Deloitte Consulting (Nevada) LLC, Deloitte Consulting L.P., Deloitte Consulting (US) LLC and Deloitte Consulting (Holding Sub) LLC, Deloitte Touche Tohmatsu, a Swiss Verein, and any and all Deloitte Touche Tohmatsu associate and member firms and their respective past and present parent companies, predecessors, subsidiaries, divisions, affiliates, associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Exchange Act), successors and assigns, joint ventures, their respective present and former partners, principals, members, directors, officers, employees, stockholders, owners, agents, subrogees, insurers, co-insurers, reinsurers, servants and attorneys, and their respective representatives, heirs, executors, personal representatives, administrators, transferees and assigns (the "Deloitte & Touche Releasees"); Lehman Brothers Inc., Deutsche Bank Securities Inc., Morgan Stanley & Co. Incorporated, Wachovia Capital Markets LLC, Comerica Securities, Inc., Fortis Investment Services LLC, and J.P. Morgan Securities, Inc., and all of their past and present successors and assigns, subsidiaries, division, predecessors, affiliated entities, joint ventures, their respective present and former partners, principals, members, directors, officers, employees, stockholders, owners, agents, subrogees, insurers, co-insurers, reinsurers, servants and attorneys, and their respective representatives, heirs, executors, personal representatives, administrators, transferees and assigns (the "Underwriter Releasees"); and Greenwich Insurance Company, Zurich Specialties London Limited, Faraday Capital Limited for and on behalf of Syndicate 435 at Lloyd's, London, and all other underwriters at Lloyd's subscribing to Policy No. 509/QB414902, AIG Europe (UK) Limited as General Agents for New Hampshire Insurance Company, RLI Insurance Company, Twin City Fire Insurance Company, Hiscox Insurance Company, Ltd., St. Paul Travelers Syndicate Management Services, Ltd., Syndicate 2488 - ACE Global Markets ("AGM"), Starr Excess Liability Insurance Company, XL London Market Services on behalf of Lloyd's Syndicates 861 and 1209, The Travelers Indemnity Company, successor in interest by merger to Gulf Insurance Company, and Lumbermens Mutual Casualty Company, and their past, present, and future employees, agents, attorneys, directors, officers, shareholders, owners, representatives, predecessors, successors, heirs, executors, administrators, affiliates, parents, subsidiaries, assigns, and reinsurers, both individually and collectively (the "Insurers").

The terms "Released Entities" and "Released Parties" are intended to have the same meaning, and the use of either term reflects the inclusion of all those described in the definition immediately above.

"Released Claims" collectively means and includes any and all claims or causes of action, including, without limitation, "Unknown Claims" (as defined below), debts, suits, rights of action, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, preferences, fraudulent conveyances, fraudulent transfers, bankruptcy claims, judgments, variances, executions, obligations, demands, rights, liabilities, damages, losses, fees, and costs of any kind, nature and/or description whatsoever, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not asserted, threatened, alleged or litigated, at law, admiralty, equity, in bankruptcy, or otherwise, including, without limitation, claims for contribution or indemnification, indemnity, or for costs, expenses (including, without limitation, amounts paid in Settlement) and attorneys' fees (including, without limitation, costs, expenses and attorneys' fees incurred in connection with this Stipulation and the Settlement of the Actions), claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, malpractice, misrepresentation, fraud, breach of fiduciary duty, or violations of any federal, state or local statutes, common law, or any other laws, rules or regulations, that now exist or heretofore existed, that have been or could have been asserted or alleged in the Actions, or any other forum against the Released Entities and Released Parties or any of them whether known or unknown, directly, indirectly, representatively, derivatively or in any other capacity, which arise out of, are based upon or relate to, or are in connection with (i) the claims asserted in the Actions; (ii) the purchase or other acquisition of Securities or the sale or other disposition of Securities of Fleming at any time in the period commencing May 9, 2001 and ending February 25, 2003 inclusive, including, without limitation, the purchase or other acquisition of Securities in, pursuant to, or traceable to Fleming's March 2002 Offering and the purchase or other acquisition of Securities in, pursuant to, or traceable to Fleming's June 2002 Offering; (iii) any of the facts, circumstances, claims, transactions, events, occurrences, acts, disclosures, statements, representations, misrepresentations, omissions or failures to act, or matters of any kind or nature whatsoever, related directly or indirectly to the subject matters referred to, set forth in, or the facts, causes of action, counts, or claims for relief which were, might have been, or could have been, asserted, alleged or litigated in the Actions including, but not limited to claims asserted in Exxon Mobil Corporation, et al. v. Campbell, et al., C.A. No. 05-CV-1637-N, U.S. Dist. Ct., N.D. Tex.; (iv) any and all services provided at any time by the Deloitte & Touche Releasees, the Underwriter Releasees, or any of them, to or with respect to Fleming, Debtors, or any related Person, including, without limitation, their respective present or former affiliates, predecessors or successors, and their respective directors, officers, employees, partners, principals, stockholders and owners, irrespective of whom such services were claimed to have been performed for or on behalf of, to the extent such services relate to Fleming; (v) any bankruptcy, preference, or fraudulent transfer claim, or other claims of or against the Debtors arising in, under or related to Title 11 of the United States Code, whether filed before or asserted after Debtors filed for bankruptcy, including, but not limited to, the Preference Actions and all proofs of claim filed in bankruptcy against the Debtors by any of the Officer and Director Parties; (vi) the Released Insurance Claims and/or (vii) this Settlement or the entry into it (but not including any claims arising out of or relating to the enforcement of the terms of the Settlement itself).

“Released Insurance Claims” means any and all claims, Unknown Claims, potential claims, rights, damages, debts, liabilities, accounts, attorneys’ fees, reckonings, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever; based on, arising out of, or in any way related to: (i) the Actions; (ii) any fact, circumstance, or situation underlying or alleged in the Actions; (iii) any claims for coverage arising from the Actions or any fact, circumstance, or situation underlying or alleged in the Actions or related thereto; and (iv) any claims for misrepresentations, fraud, indemnity, contribution, breach of contract, breach of duty, negligence, “bad faith,” violation of statute or regulation, including, without limitation, any claim arising under the Trade Practices and Consumer Protection provisions of the Texas Business and Commerce Code or the Texas Insurance Code; unfair claims handling, or damages of any kind whatsoever based on or arising out of or in any way related to the Actions, any fact, circumstance, or situation underlying or alleged in the Actions, or any claims for coverage arising from the Actions or any fact, circumstance, or situation underlying or alleged in the Actions.

“Unknown Claims” means any Released Claim that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Entities or Released Parties that if known by him, her or it, might have affected his, her or its Settlement with and release of the Released Entities or Released Parties, or might have affected his, her or its decision not to object to this Settlement or not to exclude himself, herself or itself from the Settlement Class. With respect to any and all Released Claims, the Representative Plaintiffs and Settlement Class Members agree that, upon the Effective Date, they shall have expressly waived and by operation of the Final Order shall have waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, including but not limited to the State of California, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Representative Plaintiffs and Settlement Class Members agree that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but shall be deemed to have and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist, or heretofore have existed, based upon any fact, theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of different or additional facts. The Representative Plaintiffs and Settlement Class Members agree and acknowledge, and by operation of the Final Order shall have acknowledged, that the foregoing waiver and the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement of which this Release is a part.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues that were or could have been brought in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or is sometimes referred to as opting out of the Class.

12. How do I get out of the settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *In re Fleming Companies, Inc. Securities Litigation*, Civil Action No. 5-03-MD-1530 (MDL No. 1530). Be sure to include your name, address, telephone number, and your signature, along with information regarding your purchases or sales in Fleming Securities (including date of purchase or sale, number of shares or face amount of bonds purchased or sold, and price of purchase or sale, excluding commissions and fees) in order to indicate your membership in the Class. This information must include (i) the quantity and type of Fleming Securities held at the beginning of May 9, 2001, (ii) the dates, quantities, types, and prices of all purchases or other acquisitions of Fleming Securities from May 9, 2001 through February 25, 2003, inclusive, and (iii) the dates, quantities, types, and prices of all sales or other dispositions of Fleming Securities from May 9, 2001 through February 25, 2003, inclusive. You must mail your exclusion request postmarked no later than November 17, 2005 to:

Claims Administrator
Fleming Companies, Inc. Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 440
Philadelphia, PA 19105-0440

and

Berger & Montague, P.C.
Attn: Sherrie R. Savett, Esq.
1622 Locust Street
Philadelphia, PA 19103

No request for exclusion will be considered valid unless all the information described above is included in any such request. You can’t exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Actions. You may be able to sue (or continue to sue) Defendants in the future.

13. If I do not exclude myself, can I sue Defendants for the same thing later?

Unless you exclude yourself, you give up any right to sue Defendants or the Released Entities or Released Parties for any of the Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately.

You must exclude yourself as provided in Question 12 above from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is November 17, 2005.

14. If I exclude myself, can I receive money from this Settlement?

No. If you exclude yourself, do not send in a Proof of Claim and Release form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court approved the law firms of (1) Berger & Montague, P.C., (2) Susman Godfrey, L.L.P., (3) McKool Smith, P.C., (4) Lerach Coughlin Stoia Geller Rudman & Robbins L.L.P., and (5) Cauley, Bowman, Carney & Williams, P.L.L.C. to represent you and the other Settlement Class Members. The lawyers of these firms are called Plaintiffs' Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Plaintiffs' Class Counsel have expended considerable time litigating the Actions on a contingent fee basis, and have advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive fees and be reimbursed for their expenses from the Settlement Funds, as is customary in this type of litigation. Therefore, Plaintiffs' Class Counsel will file a motion asking the Court at the Settlement Hearing (see Question 19 below) to make an award of attorneys' fees from the Settlement Funds in an amount not to exceed 30% of the Settlement Funds, for reimbursement of litigation expenses in an amount not to exceed \$2.5 million, and reimbursement to the 7 Representative Plaintiffs for their time and expenses devoted to this action not to exceed \$125,000. The requested fees and expenses are estimated to be an average of \$0.14 per share and \$11.67 per \$1,000 face amount bond. (These averages are estimates based on approximately 133,191,425 million shares of Fleming stock and \$1,010,000,000 face amount bonds that are estimated to have been purchased with damages during the Class Period.) The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Funds.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you agree with or do not agree with the Settlement, the Plan of Allocation, or any part of the Settlement, or the motion for attorneys' fees, costs, and expenses. If the Court rejects or modifies the Plan of Allocation or the amount of attorneys' fees, costs, or expenses requested, the Court may still approve the Settlements reflected in the Stipulations.

17. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You may object to the settlements reflected in the Stipulations, to the motion for attorneys' fees, costs, and expenses, to the Plan of Allocation, or any combination thereof. You can state why you think the Court should not approve it. The Court will consider your views. If the Court rejects or modifies the Plan of Allocation or the amount of attorneys' fees, costs, and expenses requested, the Court may still approve or disapprove the Settlements reflected in the Stipulations. To object, you must send a letter stating that you object to the Settlement in *In re Fleming Companies, Inc. Securities Litigation*, Civil Action No. 5-03-MD-1530 (TJW) (MDL No. 1530). Be sure to include your name, address, telephone number, your signature, your purchases or sales of Fleming Securities in order to indicate your membership in the Class and all of the reasons for your objection to the Settlement. Be sure to file the objection with the Court and serve it on the four different counsel listed below no later than November 17, 2005.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
United States District Clerk United States District Court Eastern District of Texas 301 U.S. Courthouse 500 Stateline Avenue Texarkana, Texas 75501	Sherrie R. Savett, Esquire BERGER & MONTAGUE, P.C. 1622 Locust Street Philadelphia, PA 19103	Edward F. Maninno, Esquire AKIN GUMP STRAUSS HAUER & FELD, LLP One Commerce Square 2005 Market Street, Suite 2200 Philadelphia, PA 19103 Diane M. Sumoski, Esquire CARRINGTON, COLEMAN, SLOMAN & BLUMENTHAL, LLP 200 Crescent Court, Suite 1500 Dallas, TX 75201 Michael J. Chepiga, Esquire SIMPSON THACHER & BARTLETT LLP 425 Lexington Avenue New York, NY 10017-3954

18. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you object you are bound by the Settlement (including all releases), the Plan of Allocation, and the award of attorneys' fees, costs, and expenses, whether or not the Court sustains or overrules your objection.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak. However, you need not attend the hearing in order to file an objection and have that objection considered by the Court.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Settlement Hearing at 10:00 a.m. C.S.T. on November 29, 2005, at the United States District Court for the Eastern District of Texas, 100 East Houston Street, Marshall, Texas 75671. At this hearing the Court will consider: (a) whether these Actions satisfy the applicable prerequisites for class action treatment under Rule 23 of the Federal Rules of Civil Procedure; (b) whether the proposed Settlement of the Actions as set forth in the Stipulations is fair, adequate, reasonable and in the best interests of the Settlement Class and should be approved by the Court; (c) whether the Final Judgment and Order of Dismissal (the "Final Order") should be entered in the Actions; (d) whether and in what amount Plaintiffs' Class Counsel's application for attorneys' fees and reimbursement of expenses and costs incurred should be approved by the Court, provided that Plaintiffs' Class Counsel have submitted their application for such fees and expenses and costs to the Court five (5) days before the Settlement Hearing; (e) whether the Plan of Allocation proposed by Representative Plaintiffs and Plaintiffs' Class Counsel should be approved by the Court; and (f) whether the Actions should be dismissed on their merits with prejudice and without costs, and whether any Representative Plaintiffs and each Fleming Settlement Class Member, who has not timely and validly excluded themselves from the Settlement Class in accordance with the Court's Order Granting Preliminary Approval of Class Action Settlement and the Notice and Settlement and Summary Notice, on behalf of themselves and their respective heirs, executors, administrators, legal representatives, predecessors, successors, parent companies, subsidiaries, affiliates, transferees and assigns, and any other Person claiming (now or in the future) through or on behalf of them ("Releasers"), shall be conclusively deemed to have and by operation of the Final Order shall have (i) fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Entities and Released Parties; (ii) fully, finally, and forever released, relinquished, and discharged the Released Entities and Released Parties from all Released Claims arising out of or in connection with the institution, prosecution, or assertion of the Actions or the Released Claims; (iii) covenanted not to sue the Released Entities and Released Parties or any of them in any action or proceeding of any nature with respect to the Released Claims; and (iv) forever be enjoined and barred from asserting the Released Claims against the Released Entities and Released Parties or any of them in any action or proceeding of any nature regardless of whether any such Releaser ever seeks or obtains any distribution from the Settlement Funds; whether or not such Releaser has executed and delivered a Proof of Claim and Release; whether or not the claims of any such Releaser who becomes a Claimant have been allowed or approved in whole or in part by the Court and whether or not such Claimant becomes an Authorized Claimant; whether or not such Releaser has participated in the Settlement Funds; whether or not such Releaser has filed an objection to the Settlements, to any rejection of his, her, or its claim to participate in the Settlement Funds as provided in the Stipulations, to the proposed Plan of Allocation, or to any application by Plaintiffs' Class Counsel for an award of attorneys' fees, costs, and expenses; and whether or not the claims of such Releaser have been approved or allowed or such objection has been overruled by the Court.

If there are objections, the Court will consider them. The Court will listen to people (or their counsel) who have submitted a written objection and written indication of their intent to appear and speak at the Hearing, post-marked no later than November 17, 2005, and filed or served it on the five different places listed in the chart following Question 17 above. The Court may also decide how much to pay Plaintiffs' Class Counsel for attorneys' fees, costs, and expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Plaintiffs' Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend to speak in support of any objection you may have filed, but it is not necessary. You may do so as long as you have followed the instructions set forth in the answer to Question 21.

21. May I speak at the hearing?

If you have submitted a written objection to the Settlement, the Plan of Allocation and/or the motion of Plaintiffs' Class Counsel for attorneys' fees, costs, and expenses and follow the instructions set out in response to

Questions 17 and 19 above, you (or your counsel) may speak at the Settlement Hearing in support of your objection. To do so, along with your written objection, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Fleming Companies, Inc. Securities Litigation*, Civil Action No. 5-03-MD-1530 (MDL No. 1530)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than November 17, 2005, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses listed in question 17. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not receive any money from this Settlement and you shall in all respects be subject to and bound by the Stipulations and the Settlement and the Final Order, including without limitation the releases provided for in the Stipulations and the Final Order entered in the Actions and by all other orders and judgments entered by the Court in the Actions. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Entities or Released Parties about the legal issues that were or could have been brought in this case, ever again.

GETTING MORE INFORMATION

23. How do I obtain more information about the Settlement?

You can: (1) call 1-800-252-5745 toll free; (2) write to Claims Administrator, Fleming Companies, Inc. Securities Litigation, Heffler, Radetich & Saitta L.L.P., P.O. Box 440, Philadelphia, PA 19105-0440, or (3) visit the website at www.hrsclaimsadministration.com, where you will find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment.

UNDERSTANDING YOUR PAYMENT—THE PLAN OF ALLOCATION

You do not have to make any of these calculations yourself. The Claims Administrator will make all of these calculations for you.

1. The Settlement Funds, less all taxes, notice and administration expenses, and any award of attorneys' fees, costs, and expenses, will be distributed to members of the Settlement Class who timely submit valid Proofs of Claim and Releases ("Authorized Claimants"). Payments and distributions on claims submitted by Authorized Claimants will be allocated among the Authorized Claimants in accordance with this "Plan of Allocation." The amount so allocated to each Authorized Claimant constitutes and is referred to herein as the Authorized Claimant's "Payable Claim." The Plan of Allocation is based upon Plaintiffs' Class Counsel's assessment of the merits and the relative strengths and weaknesses, including recoverable damages, of the claims of the members of the Class. In developing this Plan of Allocation, Class Counsel has considered, among other things, the following:

- (a) Event studies performed on Fleming stock and bonds by Plaintiffs' Class Counsel's consulting economist and damages expert.
- (b) The greater prospects for a finding of legal liability and for damages for Section 11 claims, based in part on a different statutory formula for calculating damages and the level of proof necessary to establish a claim under Section 11 of the Securities Act of 1933.
- (c) The effect of Fleming's bankruptcy on the ability to recover damages from the Fleming Defendants.
- (d) The lesser prospects for a finding of legal liability and for damages for Section 10(b) claims for Fleming bonds.
- (e) The fact that the Court dismissed Section 11 claims for purchasers of the March 2002 Offering.
- (f) The fact that under certain Supreme Court and other precedents, persons who both purchased and sold Fleming stock or bonds prior to a disclosure of the truth or between disclosures have no recoverable damages.

2. An Authorized Claimant's recognized loss ("Recognized Loss") is determined by the date(s) the Authorized Claimant purchased and/or sold any shares of Fleming stock or certain Fleming bonds during the Class Period, and is also dependent upon whether the Authorized Claimant purchased shares of Fleming stock or bonds in or traceable to the March 15, 2002 Offering or the June 17, 2002 Offering.

- (a) Section 11 and 12 Claims:

If you purchased stock directly in the June 17, 2002 Offering and provide documentation proving you did so (see (e) below), your Recognized Loss is 115% of the lesser of (a) \$19.40 per share minus the price at which you sold your stock, or (b) \$17.55 per share.

If you purchased Fleming 9% bonds due June 15, 2010, your Recognized Loss is 115% of the lesser of (i) the purchase price (but in no event higher than par) minus the sales price or (ii) the purchase price (but in no event higher than par) minus 64.513% of par.

On June 10, 2004, the Court dismissed all Section 11 claims in connection with the March 15, 2002 Offering. However, if you purchased Fleming Series D bonds in the March Offering, you may still be entitled to recover under Section 10(b). See below.

(b) Section 10(b) Claims:

The Recognized Losses for each share of Fleming stock and each \$1,000 face amount bond held after February 25, 2003, are set forth in the tables below. Only the following Fleming bonds have Recognized Losses under Section 10(b) claims:

- Series B 10⁵/₈% senior subordinated notes maturing on July 31, 2007
- Series D 10⁵/₈% senior subordinated notes maturing on July 31, 2007 (the March 2002 Offering bond)
- 5¹/₄% convertible senior subordinated notes maturing on March 15, 2009
- 9⁷/₈% senior subordinated notes maturing on May 1, 2012

To determine your Recognized Loss, first determine the Period during which you purchased Fleming stock or bonds, then find the column which corresponds to the Fleming Security you purchased:

Period	Trade Date Purchased		Stock	Recognized Losses: Notes	
	From	Through		Series B 10 ⁵ / ₈ % Due 7/31/2007	Series D 10 ⁵ / ₈ % Due 7/31/2007 (March Offering)
1	5/9/2001	7/30/2002	\$9.79	\$218.15	\$239.96
2	7/31/2002	7/31/2002	\$8.20	\$218.15	\$239.96
3	8/1/2002	8/1/2002	\$8.20	\$177.59	\$195.34
4	8/2/2002	9/3/2002	\$6.74	\$177.59	\$195.34
5	9/4/2002	9/4/2002	\$5.29	\$157.23	\$172.96
6	9/5/2002	11/13/2002	\$4.30	\$127.70	\$140.47
7	11/14/2002	1/13/2003	\$3.29	\$105.00	\$115.49
8	1/14/2003	1/14/2003	\$1.78	\$50.12	\$55.13
9	1/15/2003	1/25/2003	\$1.14	\$24.97	\$27.47

Period	Trade Date Purchased		Recognized Losses: Notes	
	From	Through	5 ¹ / ₄ % Due 3/15/2009	9 ⁷ / ₈ % Due 5/1/2012
1	5/9/2001	7/30/2002	\$92.76	\$198.38
2	7/31/2002	7/31/2002	\$92.76	\$198.38
3	8/1/2002	8/1/2002	\$92.76	\$151.19
4	8/2/2002	9/3/2002	\$92.76	\$151.19
5	9/4/2002	9/4/2002	\$92.76	\$151.19
6	9/5/2002	11/13/2002	\$57.98	\$111.88
7	11/14/2002	1/13/2003	\$57.98	\$111.88
8	1/14/2003	1/14/2003	\$41.89	\$64.74
9	1/15/2003	1/25/2003	\$13.75	\$29.83

The following limitations apply to an Authorized Claimant's Recognized Loss as listed in the tables above:

- (a) For stock or bonds sold prior to July 30, 2002: the Recognized Loss is zero;
- (b) For stock or bonds sold between July 31, 2002 and February 25, 2003: the Recognized Loss is the difference between the Recognized Loss per share or \$1,000 principal face amount for the Period in which the stock or bond was purchased and the Recognized Loss per share or \$1,000 principal face amount for the Period in which the stock or bond was sold as stated in the above table. If you purchased and sold stock in Periods where the Recognized Loss is the same for both the date of purchase and the date of sale, your Recognized Loss is zero. If you purchased and sold bonds of the same class in Periods where the Recognized Loss is the same for both the date of purchase and the date of sale, your Recognized Loss is zero.
- (c) For purposes of determining which shares of Fleming's stock purchased during the Class Period either were sold at any time during the Class Period or were retained past February 25, 2003, purchases and sales of Fleming's stock will be matched, on a "first-in, first-out" ("FIFO") basis, by matching the first shares sold against any closing position of shares held as of the beginning of May 9, 2001 (prior to the start of the Class Period) and then on a FIFO basis against any additional shares of Fleming stock purchased during the Class Period on the basis of the assumption that the first share purchased was the first share sold. The matching under FIFO will be applied irrespective of the different accounts in which the shares of Fleming stock were purchased and sold unless the title or ownership of the accounts differed. Application of FIFO to each separate class of bonds will be made on the same basis as described above for shares of Fleming stock.

- (d) The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement date.” The purchase price paid or the sales price received excludes commissions and fees.
- (e) To qualify for the Section 11 Recognized Loss listed above for Fleming stock, shares of Fleming stock must have been purchased directly in the June 17, 2002 Offering. As a result, the documentary evidence in support of your claim must clearly indicate that the shares were purchased pursuant to the June 17, 2002 Registration Statement and Prospectus.
- (f) For any transactions that result in a profit, the Recognized Loss on those transactions is zero.
- (g) The restrictions on computing Recognized Losses set out in the 6 large bullet points below apply to all claims. As a practical matter, however, they apply primarily to certain transactions engaged in by sophisticated traders or certain corporate or institutional Claimants:
- “Short” sales will not be recognized for any amount of loss on the cover or purchase transaction, and no Recognized Loss will be computed for any such covering purchase transaction.
 - No Recognized Loss will be computed for any transactions in shares of Fleming stock engaged in by market makers or specialists.
 - No Recognized Loss will be computed for any option premium paid or received where the shares of Fleming stock were purchased or sold by reason of having exercised or been assigned an option.
 - No Recognized Loss will be computed for the following Fleming bonds, which matured or were redeemed at par or without damages, or were not registered to be publicly traded:
 - 10 ½% senior subordinated notes (2004) called in June 2002
 - 8.74% Series B medium term notes matured on September 19, 2002
 - 9.28% Series A medium term notes matured on March 3, 2003
 - 8.81% Series B medium term notes matured on August 26, 2003
 - 10 ¼% senior notes maturing on April 1, 2008
 - 10 ⅝% Series C senior subordinated notes maturing July 31, 2007
 - No Recognized Loss will be computed for any option or other security not listed in the Tables above.
 - No Recognized Loss will be computed for any accrued interest or unpaid interest on any bond.
3. An Authorized Claimant’s “Payable Claim” represents a percentage of the Authorized Claimant’s total Recognized Loss. This percentage is determined by dividing the Settlement Funds remaining after all attorneys’ fees, costs, and expenses have been paid by the total Recognized Loss sustained by all Authorized Claimants. The resulting fraction, or payout percentage, is then multiplied by each Authorized Claimant’s Recognized Loss to determine the amount of each Claimant’s Payable Claim, subject to the further limitations below.
4. The final allocation of the Net Settlement Fund (excluding the \$27.5 million settlement reached with the Underwriter Defendants, which is subject to a different allocation between Section 10(b) and Section 11 and 12 claimants as described above) between Section 10(b) and Section 11 and 12 claimants will be based on the proportion of the allowed losses of the valid Section 10(b) claims relative to the Section 11 and 12 claims at the conclusion of claims administration. As set for in response to Question 8.b. above, the \$27.5 million contribution by the Underwriter Defendants will be allocated as follows: 85 percent to losses derived from Section 11 and 12 claims, and 15 percent to losses derived from Section 10(b) claims. Authorized Claimants who purchased Fleming Securities issued in, or traceable to, the June Offering and who also purchased Fleming Securities at another time during the Class Period will have claims for their Recognized Loss for both the June Offering purchase (under Section 11 and 12) and the separate Class Period purchase (under Section 10(b)).
5. In the interest of economy, no payment will be made to any Authorized Claimant whose Payable Claim would be less than \$10 based on the initial allocation of the Settlement Funds to the Authorized Claimants.
6. If you inherited or received a gift of Fleming stock or bonds during the Class Period, that inheritance or gift is not considered a purchase of Fleming stock or bonds unless your ancestor or donor was the actual purchaser of Fleming stock or bonds during the Class Period. You, as a recipient of a gift or inheritance, and the original purchaser may not both file a claim with regard to the same shares of Fleming stock or the same Fleming bonds. If both you and the donor (or you and your ancestor’s estate) make such a claim, only the claim filed by the recipient (or heir) will be honored.
7. Nothing in this Plan of Allocation represents an admission by any of the Defendants that there is liability or damage of any kind as a result of the allegations in the Complaint or that the dollar amounts set forth in this Plan of Allocation reflect actual or potential damages to the Class. Further, the Plan of Allocation was drafted, created, and negotiated after the Released Parties and Released Entities agreed to the Settlement, and the Released Parties and Released Entities did not have any participation in drafting, creating, or negotiating the Plan of Allocation, and have no responsibility or liability for the Plan of Allocation.

8. Neither the Released Parties and Released Entities nor their counsel shall have any responsibility for, interest in, or liability whatsoever to any Person, including, without limitation, to any Settlement Class Members, the Settlement Class, Claimants, Authorized Claimants, Representative Plaintiffs, Plaintiffs' Settlement Counsel, or Plaintiffs' Class Counsel with respect to the Settlement Funds (except as provided for in the respective Stipulations), any investment or distribution of the Settlement Funds, the proposed or actual Plan of Allocation, the determination, administration, or calculation of claims, final awards and supervision and distribution of the Settlement Funds, or any application for attorneys' fees, costs, and reimbursement of expenses, the payment or withholding of Taxes, Tax Expenses, or any losses incurred in connection with any such matters; and any Person, including, without limitation, the Settlement Class Members, the Settlement Class, Claimants, Authorized Claimants, Representative Plaintiffs, Plaintiffs' Settlement Counsel, and Plaintiffs' Class Counsel shall have no claims against the Released Parties and Released Entities or their counsel in connection therewith. The Released Parties and Released Entities shall have no responsibility for and no liability whatsoever with respect to the Settlement.
9. Payment in the manner set forth above will be deemed conclusive compliance with the Stipulations as to all Authorized Claimants. All Settlement Class Members who fail to submit valid and timely Proofs of Claim and Releases will be barred from receiving any payments pursuant to this Settlement or the Stipulations, but shall in all other respects be subject to and bound by the provisions of the Settlement and Stipulations, the releases contained therein, and the Final Order with respect to all Released Claims against all Released Entities and Released Parties.
10. No Authorized Claimant will have any claim against Plaintiffs, Plaintiffs' Class Counsel or the Claims Administrator, or any other agent designated by Plaintiffs' Class Counsel based on the distributions made substantially in accordance with the Stipulations, the Plan of Allocation, and further orders of Court. In addition, in the interest of achieving substantial justice, Plaintiffs' Class Counsel will have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim and Release filed.
11. Proofs of Claim and Releases that do not meet the filing requirements may be rejected. Prior to rejection of a Proof of Claim and Release, the Claims Administrator shall communicate with the Claimant in order to remedy curable deficiencies in the Proof of Claim and Release submitted. The Claims Administrator, under the supervision of Plaintiffs' Class Counsel, shall notify in a timely fashion and in writing, all Claimants whose Proofs of Claim and Releases they propose to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claims are to be rejected has the right to review by the Court if the Claimant so desires and complies with the requirement of paragraph 12 immediately below.
12. If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required by paragraph 11 above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Plaintiffs' Class Counsel shall thereafter present the request for review to the Court. Claimants involved in such a dispute whose rejection is ultimately upheld by the Court shall be forever barred from participating in distributions from the Settlement Funds, but shall in all respects be subject to and bound by the Stipulations and the Settlement, including the releases provided for in the Stipulations, the Proof of Claim and Release, and the Final Order.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased Fleming stock or bonds during the Class Period as nominee for a beneficial owner, then within five (5) days after you receive this Notice, you must either: (a) send a copy of this Notice and the accompanying Proof of Claim and Release form by first-class mail to all such beneficial owners; or (b) provide a list, electronically if possible, of the names and addresses of such beneficial owners to the Claims Administrator:

Claims Administrator
Fleming Companies, Inc. Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 440
Philadelphia, PA 19105-0440

If you chose option (a) above, you may request enough forms from the Claims Administrator (at no charge) to complete your mailing. You may seek reimbursement of your reasonable expenses actually incurred in complying with these directives, subject to approval of Plaintiffs' Class Counsel or the Court. All communications concerning this matter should be addressed to the Claims Administrator.

INQUIRIES

All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Settlement Class Members should be directed to the Claims Administrator listed above.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

DATED: October 20, 2005

BY ORDER OF THE DISTRICT COURT:
T. JOHN WARD, JUDGE

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

IN RE FLEMING COMPANIES, INC. SECURITIES LITIGATION	X : : X	Civil Action No. 5-03-MD-1530 (TJW) MDL No. 1530
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PROOF OF CLAIM AND RELEASE FORM

I. GENERAL INSTRUCTIONS

1. To recover on your claims in the above-captioned actions (the "Actions"), you must complete and, on page 24 hereof, sign this Proof of Claim and Release. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, POSTMARKED ON OR BEFORE JANUARY 30, 2006 ADDRESSED AS FOLLOWS:

Claims Administrator
Fleming Companies, Inc. Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 440
Philadelphia, PA 19105-0440

2. As noted in the Notice of Pendency and Settlement of Class Action ("Notice and Settlement"), Plaintiffs entered into three Stipulations of Settlement, one with the Fleming Defendants, one with Deloitte & Touche, and one with the Underwriter Defendants, which were dated as of October 11, 2005, May 20, 2005, and October 11, 2005, respectively (the "Stipulations"). Unless otherwise defined herein, all other defined terms in this Proof of Claim and Release have the same meaning as in the Stipulations.

3. If you fail to timely file a properly addressed Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Funds (which refers to the aggregation of the Settlement Amounts reflected in the Stipulations) created in connection with the proposed Settlement of the Actions, but you shall in all respects be subject to and bound by the Stipulations and the Settlement and the Final Order, including without limitation the releases provided for in the Stipulations and the Final Order entered in the Actions and by all other orders and judgments entered by the Court in the Actions.

4. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of Settlement in the Actions.

5. In order to be eligible to file this Proof of Claim and Release, you must be a member of the Class, which is defined as all Persons who purchased or otherwise acquired the Securities of Fleming at any time in the period commencing May 9, 2001 and ending February 25, 2003 inclusive (the "Class Period"), including, without limitation, all Persons who purchased or otherwise acquired Securities in, pursuant to, or traceable to Fleming's March 2002 Offering and all Persons who purchased or otherwise acquired Securities in, pursuant to, or traceable to Fleming's June 2002 Offering. If you are NOT a member of the Class, DO NOT submit a Proof of Claim and Release.

6. If you are a member of the Class and you do not timely request exclusion, you are in all respects subject to and bound by the Stipulations and the Settlement and the Final Order, including without limitation the releases provided for in the Stipulations and the Final Order entered in the Actions and by all other orders and judgments entered by the Court in the Actions, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

7. A Proof of Claim and Release received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by January 30, 2006, and if a postmark is indicated on the envelope and it is mailed first class postage pre-paid, and addressed in accordance with the above instructions, provided such Proof of Claim and Release is actually received prior to the filing of a motion for an order of the Court approving distribution of the Settlement Funds. In all other cases, a Proof of Claim and Release shall be deemed submitted when actually received by the Claims Administrator at the address designated above.

8. No acknowledgement will be made as to the receipt of Proof of Claim and Release forms. If you wish to be assured that your Proof of Claim and Release is actually received by the Claims Administrator, then you should send it by Certified Mail, Return Receipt Requested. You should be aware that it will take a significant amount of time to fully process all of the Proof of Claim and Release forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release. Please notify the Claims Administrator of any change in address.

II. CLAIMANT IDENTIFICATION

1. If you purchased Fleming Securities during the Class Period and held the certificate(s) in your name, you are the beneficial owner as well as the record owner. If, however, you purchased Fleming Securities and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.

2. Use Part I of this form entitled "Claimant Identification" to identify each record owner, if different from the beneficial owner of Fleming Securities which forms the basis of this claim. THIS PROOF OF CLAIM AND RELEASE MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER OR OWNERS, OR THE LEGAL REPRESENTATIVE OF SUCH BENEFICIAL OWNER OR OWNERS OF THE FLEMING SECURITIES UPON WHICH THE CLAIM IS BASED.

3. All joint beneficial owners must sign this Proof of Claim and Release. Executors, administrators, guardians, conservators and trustees must complete and sign this Proof of Claim and Release on behalf of persons represented by them and documentation evidencing their current authority must accompany this claim and their titles or capacities must be stated. The Social Security (or employer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. PROOF OF CLAIM FORM

1. If you purchased shares of Fleming Common Stock you should complete Part 2 of this form entitled "Schedule of Transactions in Fleming Common Stock." If you purchased any of the Fleming bonds listed above you should use Part 3 of this form entitled "Schedule of Transactions in Fleming Notes." In completing Parts 2 and 3, you should list required details of all of your transaction(s) in Fleming Securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide the requested information with respect to all of your purchases and all of your sales of Fleming Securities which took place at any time during the Class Period, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Class Period separately and in chronological order, beginning with the earliest. You must accurately provide the month, day, and year of the trade date of each transaction you list.

4. If you acquired or disposed of your Fleming Securities in a transaction other than through an open market transaction (such as the March 15, 2002 Offering or the June 17, 2002 Offering), you should supply any additional documentation that supports your claim regarding number or amount of the Fleming Securities acquired or disposed of and the value of the consideration paid or received in the transaction.

5. The date of covering a "short sale" is deemed to be the date of purchase of Fleming Securities. The date of a "short sale" is deemed to be the date of sale of Fleming Securities. "Short" sales will not be recognized for any amount of loss on the cover or purchase transaction, and no Recognized Loss will be computed for any such covering purchase transaction.

6. Copies of brokers' confirmations or other documentation of your transactions in Fleming Securities during the Class Period, as well as documentation showing the number of shares held at the beginning of trading on May 9, 2001 and held at the close of trading on February 25, 2003 should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. Do not attach originals.

7. Fleming Securities "transferred into," "delivered into" or "received into" the claimant's account will NOT be considered as purchased Fleming Securities unless claimant submits documents supporting that the original purchase of the Fleming Securities occurred during the Class Period. Also, Fleming Securities purchased and subsequently "transferred out" or "delivered out" of claimant's account will NOT be considered part of claimant's claim, as the right to file for those Fleming Securities belongs to the person receiving the Fleming Securities.

8. The information contained in this Proof of Claim and Release is subject to such verification as the Claims Administrator may request or as the Court may direct, and the Claimant agrees to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives of the subject Fleming Securities such as options.)

PART 3: SCHEDULE OF TRANSACTIONS IN FLEMING NOTES

I. Fleming Series B 10⁵/₈% Senior Subordinated Notes due July 31, 2007

A. Face Amount of Fleming Series B 10⁵/₈% Senior Subordinated Notes due July 31, 2007 Held Prior to May 9, 2001: _____.

B. Face Amount of Purchases from May 9, 2001 through February 25, 2003 (inclusive) of Fleming Series B 10⁵/₈% Senior Subordinated Notes due July 31, 2007:

Trade Date(s) Month / Day / Year	Face Amount of Notes Purchased	Price Per \$1,000 in Face Amount of Notes	Total Cost (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

C. Total Face Amount of Fleming Series B 10⁵/₈% Senior Subordinated Notes due July 31, 2007 Purchased _____.

D. Face Amount of Sales from May 9, 2001 through February 25, 2003 (inclusive) of Fleming Series B 10⁵/₈% Senior Subordinated Notes due July 31, 2007:

Trade Date(s) Month / Day / Year	Face Amount of Notes Sold	Price Per \$1,000 in Face Amount of Notes	Total Proceeds (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

E. Total Face Amount of Fleming Series B 10⁵/₈% Senior Subordinated Notes due July 31, 2007 Sold _____.

F. Face Amount of Fleming Series B 10⁵/₈% Senior Subordinated Notes due July 31, 2007 held at the end of trading on February 25, 2003: _____.

II. Fleming Series D 10⁵/₈% Senior Subordinated Notes due July 31, 2007 (March 15, 2002 Offering)

A. Face Amount of Purchases from March 15, 2002 through February 25, 2003 (inclusive) of Fleming Series D 10⁵/₈% Senior Subordinated Notes due July 31, 2007:

Trade Date(s) Month / Day / Year	Face Amount of Notes Purchased	Price Per \$1,000 in Face Amount of Notes	Total Cost (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

B. Total Face Amount of Fleming Series D 10⁵/₈% Senior Subordinated Notes due July 31, 2007 Purchased _____.

C. Face Amount of Sales from March 15, 2002 through February 25, 2003 (inclusive) of Fleming Series D 10⁵/₈% Senior Subordinated Notes due July 31, 2007:

Trade Date(s) Month / Day / Year	Face Amount of Notes Sold	Price Per \$1,000 in Face Amount of Notes	Total Proceeds (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

D. Total Face Amount of Fleming Series D 10⁵/₈% Senior Subordinated Notes due July 31, 2007 Sold _____.

E. Face Amount of Fleming Series D 10⁵/₈% Senior Subordinated Notes due July 31, 2007 held at the end of trading on February 25, 2003: _____.

If you require additional space, attach extra schedules in the same format as above and check here . Sign and print your name on each additional page. If you have a transaction that did not take place on the open market, then be sure to include any additional documents supporting your claim and the consideration paid or received in any such transaction.

III. Fleming 9 7/8% Senior Subordinated Notes due May 1, 2012

A. Face Amount of Fleming 9 7/8% Senior Subordinated Notes due May 1, 2012 Held Prior to May 9, 2001: _____.

B. Face Amount of Purchases from May 9, 2001 through February 25, 2003 (inclusive) of Fleming 9 7/8% Senior Subordinated Notes due May 1, 2012:

Trade Date(s) Month / Day / Year	Face Amount of Notes Purchased	Price Per \$1,000 in Face Amount of Notes	Total Cost (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

C. Total Face Amount of Fleming 9 7/8% Senior Subordinated Notes Purchased _____.

D. Face Amount of Sales from May 9, 2001 through February 25, 2003 (inclusive) of Fleming 9 7/8% Senior Subordinated Notes due May 1, 2012:

Trade Date(s) Month / Day / Year	Face Amount of Notes Sold	Price Per \$1,000 in Face Amount of Notes	Total Proceeds (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

E. Total Face Amount of Fleming 9 7/8% Senior Subordinated Notes due May 1, 2012 Sold _____.

F. Face Amount of Fleming 9 7/8% Senior Subordinated Notes due May 1, 2012 held at the end of trading on February 25, 2003: _____.

IV. Fleming 5 1/4% Convertible Senior Subordinated Notes due March 15, 2009

A. Face Amount of Fleming 5 1/4% Convertible Senior Subordinated Notes due March 15, 2009 Held Prior to May 9, 2001: _____.

B. Face Amount of Purchases from May 9, 2001 through February 25, 2003 (inclusive) of Fleming 5 1/4% Convertible Senior Subordinated Notes due March 15, 2009:

Trade Date(s) Month / Day / Year	Face Amount of Notes Purchased	Price Per \$1,000 in Face Amount of Notes	Total Cost (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

C. Total Face Amount of Fleming 5 1/4% Convertible Senior Subordinated Notes Purchased _____.

D. Face Amount of Sales from May 9, 2001 through February 25, 2003 (inclusive) of Fleming 5 1/4% Convertible Senior Subordinated Notes due March 15, 2009:

Trade Date(s) Month / Day / Year	Face Amount of Notes Sold	Price Per \$1,000 in Face Amount of Notes	Total Proceeds (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

E. Total Face Amount of Fleming 5 1/4% Convertible Senior Subordinated Notes due March 15, 2009 Sold _____.

F. Face Amount of Fleming 5 1/4% Convertible Senior Subordinated Notes due March 15, 2009 held at the end of trading on February 25, 2003: _____.

If you require additional space, attach extra schedules in the same format as above and check here . Sign and print your name on each additional page. If you have a transaction that did not take place on the open market, then be sure to include any additional documents supporting your claim and the consideration paid or received in any such transaction.

V. Fleming 9¼% Senior Notes due June 15, 2010 (June 17, 2002 Offering)

A. Face Amount of Purchases from June 17, 2002 through February 25, 2003 (inclusive) of Fleming 9¼% Senior Notes due June 15, 2010:

Trade Date(s) Month / Day / Year	Face Amount of Notes Purchased	Price Per \$1,000 in Face Amount of Notes	Total Cost (excluding commissions, fees & accrued interest)	Section 11 Claim
- -	\$. %	\$	
- -	\$. %	\$	
- -	\$. %	\$	
- -	\$. %	\$	

B. Total Face Amount of Fleming 9¼% Senior Notes due June 15, 2010 Purchased _____.

C. Face Amount of Sales from June 17, 2002 through February 25, 2003 (inclusive) of Fleming 9¼% Senior Notes due June 15, 2010:

Trade Date(s) Month / Day / Year	Face Amount of Notes Sold	Price Per \$1,000 in Face Amount of Notes	Total Proceeds (excluding commissions, fees & accrued interest)
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$
- -	\$. %	\$

D. Total Face Amount of Fleming 9¼% Senior Notes due June 15, 2010 Sold _____.

E. Face Amount of Fleming 9¼% Senior Notes due June 15, 2010 held at the end of trading on February 25, 2003: _____.

If you require additional space, attach extra schedules in the same format as above and check here . Sign and print your name on each additional page. If you have a transaction that did not take place on the open market, then be sure to include any additional documents supporting your claim and the consideration paid or received in any such transaction.

YOU MUST READ AND SIGN THE RELEASE BELOW.

PART 4. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I/We submit this Proof of Claim and Release under the terms of the Stipulations described in the Notice of Pendency and Settlement of Class Action (“Notice and Settlement”). I/We understand and agree that the terms have the meanings defined in the Stipulations and the Notice and Settlement. I/We also submit to the jurisdiction of the United States District Court for the Eastern District of Texas with respect to my/our claim as a Class Member and for purposes of enforcing the release set forth herein. I/We further acknowledge that I am (we are) bound by and subject to the terms of any judgment, including the Final Order, that may be entered in the Actions. I/We agree to furnish additional information to the Claims Administrator to support this claim if required to do so. I/We have not submitted any other claim covering the same purchases of Fleming Securities during the Class Period and know of no other person having done so on my/our behalf. If this Proof of Claim and Release is submitted on behalf of a corporation, trust or partnership, or other entity, I/we am authorized to sign on behalf of such entity.

PART 5. DEFINITIONS

1. “Released Entities” or “Released Parties” means the Post-Confirmation Trust, Core-Mark, Fleming, the Fleming Related Parties, Albert Abbood, Herbert M. Baum, Clint Bryant, Thomas G. Dahlen, E. Stephen Davis, Kenneth M. Duberstein, Archie R. Dykes, Michael L. Freeman, Carol B. Hallett, Robert S. Hamada, Mark Hansen, Richard Hawk, Carlos M. Hernandez, Matt Hildreth, Edward Joullian, III, Robert Liska, William H. Marquard, Philip B. Murphy, Charles Myers, Scott Northcutt, Guy Osborn, Alice M. Peterson, Jerry Rebel, Neal J. Rider, Mark Shapiro, Nathan Sheldon, and James Thatcher, and their respective representatives, heirs, executors, personal representatives, administrators, transferees, officers, employees, agents, trustees, counsel, board members, representatives, insurers, and assigns (the “Fleming Released Persons”); Deloitte & Touche USA LLP, Deloitte & Touche LLP, Deloitte Tax LLP, Deloitte Financial Advisory Services LLP, Deloitte Consulting LLP (successor to Deloitte Consulting Holding LLC), Deloitte Consulting (Nevada) LLC, Deloitte Consulting L.P., Deloitte Consulting (US) LLC and Deloitte Consulting (Holding Sub) LLC, Deloitte Touche Tohmatsu, a Swiss Verein, and any and all Deloitte Touche Tohmatsu associate and member firms and their respective past and present parent companies, predecessors, subsidiaries, divisions, affiliates, associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Exchange Act), successors and assigns, joint ventures, their respective present and former partners, principals, members, directors, officers, employees, stockholders, owners, agents, subrogees, insurers, co-insurers, reinsurers, servants and attorneys, and their respective representatives, heirs, executors, personal representatives, administrators, transferees and assigns (the “Deloitte & Touche Releasees”); Lehman Brothers Inc., Deutsche Bank Securities Inc., Morgan Stanley & Co. Incorporated, Wachovia Capital Markets LLC, Comerica Securities, Inc., Fortis Investment Services LLC, and J.P. Morgan Securities, Inc., and all of their past and present successors and assigns, joint ventures, their respective present and former partners, principals, members, directors, officers, employees, stockholders, owners, agents, subrogees, insurers, co-insurers,

reinsurers, servants and attorneys, and their respective representatives, heirs, executors, personal representatives, administrators, transferees and assigns (the "Underwriter Releasees"); and Greenwich Insurance Company, Zurich Specialties London Limited, Faraday Capital Limited for and on behalf of Syndicate 435 at Lloyd's, London, and all other underwriters at Lloyd's subscribing to Policy No. 509/QB414902, AIG Europe (UK) Limited as General Agents for New Hampshire Insurance Company, RLI Insurance Company, Twin City Fire Insurance Company, Hiscox Insurance Company, Ltd., St. Paul Travelers Syndicate Management Services, Ltd., Syndicate 2488 - ACE Global Markets ("AGM"), Starr Excess Liability Insurance Company, XL London Market Services on behalf of Lloyd's Syndicates 861 and 1209, The Travelers Indemnity Company, successor in interest by merger to Gulf Insurance Company, and Lumbermens Mutual Casualty Company, and their past, present, and future employees, agents, attorneys, directors, officers, shareholders, owners, representatives, predecessors, successors, heirs, executors, administrators, affiliates, parents, subsidiaries, assigns, and reinsurers, both individually and collectively (the "Insurers").

The terms "Released Entities" and "Released Parties" are intended to have the same meaning, and the use of either term reflects the inclusion of all those described in the definition immediately above.

2. "Released Claims" collectively means and includes any and all claims or causes of action, including, without limitation, "Unknown Claims" (as defined below), debts, suits, rights of action, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, preferences, fraudulent conveyances, fraudulent transfers, bankruptcy claims, judgments, variances, executions, obligations, demands, rights, liabilities, damages, losses, fees, and costs of any kind, nature and/or description whatsoever, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not asserted, threatened, alleged or litigated, at law, admiralty, equity, in bankruptcy, or otherwise, including, without limitation, claims for contribution or indemnification, indemnity, or for costs, expenses (including, without limitation, amounts paid in Settlement) and attorneys' fees (including, without limitation, costs, expenses and attorneys' fees incurred in connection with this Stipulation and the Settlement of the Actions), claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, malpractice, misrepresentation, fraud, breach of fiduciary duty, or violations of any federal, state or local statutes, common law, or any other laws, rules or regulations, that now exist or heretofore existed, that have been or could have been asserted or alleged in the Actions, or any other forum against the Released Entities and Underwriter Defendants/Defendants/Released Parties or any of them whether known or unknown, directly, indirectly, representatively, derivatively or in any other capacity, which arise out of, are based upon or relate to, or are in connection with (i) the claims asserted in the Actions; (ii) the purchase or other acquisition of Securities or the sale or other disposition of Securities of Fleming at any time in the period commencing May 9, 2001 and ending February 25, 2003 inclusive, including, without limitation, the purchase or other acquisition of Securities in, pursuant to, or traceable to Fleming's March 2002 Offering and the purchase or other acquisition of Securities in, pursuant to, or traceable to Fleming's June 2002 Offering; (iii) any of the facts, circumstances, claims, transactions, events, occurrences, acts, disclosures, statements, representations, misrepresentations, omissions or failures to act, or matters of any kind or nature whatsoever, related directly or indirectly to the subject matters referred to, set forth in, or the facts, causes of action, counts, or claims for relief which were, might have been, or could have been, asserted, alleged or litigated in the Actions; and including, but not limited to claims asserted in Exxon Mobil Corporation, et al. v. Campbell, et al., C.A. No. 05-CV-1637-N, U.S. Dist. Ct., N.D. Tex.; (iv) any and all services provided at any time by the Deloitte & Touche Releasees, the Underwriter Releasees, or any of them, to or with respect to Fleming, Debtors, or any related Person, including, without limitation, their respective present or former affiliates, predecessors or successors, and their respective directors, officers, employees, partners, principals, stockholders and owners, irrespective of whom such services were claimed to have been performed for or on behalf of, to the extent such services relate to Fleming; (v) any bankruptcy, preference, or fraudulent transfer claim, or other claims of or against the Debtors arising in, under or related to Title 11 of the United States Code, whether filed before or asserted after Debtors filed for bankruptcy, including, but not limited to, the Preference Actions and all proofs of claim filed in bankruptcy against the Debtors by any of the Officer and Director Parties; (vi) the Released Insurance Claims and/or (vii) this Settlement or the entry into it (but not including any claims arising out of or relating to the enforcement of the terms of the Settlement itself).

3. "Released Insurance Claims" means any and all claims, Unknown Claims, potential claims, rights, damages, debts, liabilities, accounts, attorneys' fees, reckonings, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, based on, arising out of, or in any way related to: (i) the Actions; (ii) any fact, circumstance, or situation underlying or alleged in the Actions; (iii) any claims for coverage arising from the Actions or any fact, circumstance, or situation underlying or alleged in the Actions or related thereto; and (iv) any claims for misrepresentations, fraud, indemnity, contribution, breach of contract, breach of duty, negligence, "bad faith," violation of statute or regulation, including, without limitation, any claim arising under the Trade Practices and Consumer Protection provisions of the Texas Business and Commerce Code or the Texas Insurance Code; unfair claims handling, or damages of any kind whatsoever based on or arising out of or in any way related to the Actions, any fact, circumstance, or situation underlying or alleged in the Actions, or any claims for coverage arising from the Actions or any fact, circumstance, or situation underlying or alleged in the Actions.

4. "Unknown Claims" means any Released Claim that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties and Released Entities that if known by him, her or it, might have affected his, her or its Settlement with and release of the Released Parties and Released Entities, or might have affected his, her or its decision not to object to this Settlement or not to exclude himself, herself or itself from the Settlement Class.

PART 6. RELEASE AND COVENANT NOT TO SUE

1. I/We, on my/our own behalf and on behalf of my/our respective heirs, executors, administrators, legal representatives, predecessors, successors, parent companies, subsidiaries, affiliates, transferees and assigns, and any other Person claiming (now or in the future) through or on behalf of them (i) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish, and discharge the Released Entities and Released Parties from all Released Claims, (ii) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever, release, relinquish, and discharge the Released Entities and Released Parties from all Released Claims arising out of, relating to, or in connection with the institution, prosecution, or assertion of the Actions, the Released Claims, and the Settlement or resolution of the Actions (including

Unknown Claims), (iii) covenant not to sue the Released Entities and Released Parties or any of them in any action or proceeding of any nature with respect to the Released Claims and (iv) shall forever be enjoined and barred from asserting the Released Claims against the Released Entities and Released Parties or any of them in any action or proceeding of any nature, whether or not I/we become an Authorized Claimant; whether or not I/we have participated in the distribution of the Settlement Funds, whether or not I/we have filed an objection to the Settlement, to any rejection of my/our claim to participate in the distribution of the Settlement Funds, to the proposed Plan of Allocation, or to any application by Plaintiffs' Class Counsel for an award of attorneys' fees, costs, and expenses, and whether or not my/our claim has been approved or allowed or such objection has been overruled by the Court, except claims to enforce any terms of the Stipulations.

2. With respect to any of the Released Claims, I/we agree that upon the Effective Date, I/we shall have expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, including but not limited to the State of California, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

GENERAL RELEASE-CLAIMS EXTINGUISHED.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I/we agree that I/we may hereafter discover facts in addition to or different from those I/we now know or believe to be true with respect to the subject matter of the Released Claims, but shall be deemed to have and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist, or heretofore have existed, based upon any fact, theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of different or additional facts. I/we agree and I/we acknowledge, and by operation of the Final Order shall have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement of which this Release is a part.

3. This release and covenant not to sue shall be of no force or effect unless and until the Court approves the Stipulations and the Stipulations become effective on the Effective Date. This release and covenant not to sue shall be in addition to and not in derogation of the releases set forth in the Stipulations and effectuated by the Stipulations and the Final Order.

4. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. By submitting this Proof of Claim and Release, I (we) state that I (we) believe in good faith that I am (we are) a member of the Class as defined above and in the Notice and Settlement and Stipulations or am (are) acting for such person; that I am (we are) not a defendant in the Actions or anyone excluded from the Class; that I (we) have read and understand the Notice and Settlement; that I (we) believe that I am (we are) entitled to receive a share of the Settlement Funds; and that I (we) elect to participate in the proposed Settlement described in the Notice and Settlement.

6. I/We hereby declare and warrant, under penalty of perjury under the laws of the United States of America, that I/we have included information about all of my/our transactions in Fleming Securities that occurred during the Class Period: (i) the number of shares of or face amount of Fleming Securities owned by me (or the corporation, partnership, trust or other entity on whose behalf this claim has been filed) at the beginning of trading on May 9, 2001; (ii) the number of shares of or face amount of Fleming Securities purchased and/or sold during the Class Period; (iii) the number of shares of or face amount of Fleming Securities held at the close of trading on February 25, 2003; (iv) if this claim is submitted on behalf of a corporation, partnership, trust or other entity, that I/we are authorized to file this claim on behalf of such entity; and (v) that the foregoing information is true and correct.

(Sign your name here)

Date

Type or print your name here)

(Capacity of persons signing: e.g., Beneficial Owner, Executor,
Administrator or Corporate Title)

(Sign your name here)

Date

Type or print your name here)

(Capacity of persons signing: e.g., Beneficial Owner, Executor,
Administrator or Corporate Title)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above Release on page 24 and W-9 certification on page 25.
2. Remember to attach copies of supporting documentation.
3. Do not send original stock certificates or Notes.
4. Keep a copy of your Proof of Claim and Release form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release form, please send it Certified Mail, Return Receipt Requested.
6. If you move after submitting your Proof of Claim and Release form, please send your new address to the Claims Administrator.

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Claims Administrator
Fleming Companies, Inc. Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 440
Philadelphia, PA 19105-0440

FIRST-CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE

**If you purchased Fleming Companies, Inc.
Securities between May 9, 2001 and February 25, 2003
(the “Class Period”), you may be entitled to receive
a recovery from a class action settlement.**