

United States Bankruptcy Court - District of Delaware		PROOF OF CLAIM
Name of Debtor(s) FLEMING COMPANIES, INC	Case Number 03-10945 (MFW)	This space is for Court Use Only
<small>Note: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		RECD JUN 01 2003
Name of Creditor (The person or other entity to whom the debtor owes money or property) CHEP USA	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent W Glenn Jensen, Esquire Akerman Senterfitt P O Box 231 Orlando, FL 32802-0231 Telephone Number (407) 843-7860		
Account or other number by which creditor identifies debtor	Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated _____ <input type="checkbox"/> amends	
1 Basis for claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (Fill out below) Your SS# _____ - _____ - _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
2 Date debt was incurred Various dates from 02/04/2002 through 03/29/2003	3 If court judgment, date obtained	
4 Total Amount of Claim at Time Case Filed \$ 117,157.38 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Collateral Amount of arrearage and other charges at time case filed included in secured claim, if any	6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have any unsecured priority claim. Amount entitled to priority \$ _____ <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contribution to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease or rental of property or serves for personal, family or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) <small>*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statement of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court Use Only
Date 4/23/03	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). W Glenn Jensen, Esquire	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both 18 U.S.C. §§ 152 and 3571		

FI m gaging										Totals										cu ent										Tot ip t due									
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LA CROSSE WI										14 1 155 42										01 to 30 31 to 45 46 to 60 61 to 90										1 155 42									
LA CROSSE WI										107 73 56										01 to 30 31 to 45 46 to 60 61 to 90										873 56									
LA CROSSE WI										93 867 60										01 to 30 31 to 45 46 to 60 61 to 90										867 60									
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LA CROSSE WI										76 291 42										01 to 30 31 to 45 46 to 60 61 to 90										291 42									
LA CROSSE WI										65 874 80										01 to 30 31 to 45 46 to 60 61 to 90										874 80									
LA CROSSE WI Total										25 1 350 00										01 to 30 31 to 45 46 to 60 61 to 90										1 350 00									
SUPERIOR WI										7 822 44										01 to 30 31 to 45 46 to 60 61 to 90										1 350 00									
SUPERIOR WI Total										26 4 800 00										01 to 30 31 to 45 46 to 60 61 to 90										4 800 00									
ALTOONA PA										6 450 00										01 to 30 31 to 45 46 to 60 61 to 90										450 00									
ALTOONA PA Total										26 5 899 98										01 to 30 31 to 45 46 to 60 61 to 90										5 899 98									
GENEVA AL Tot l										5 899 98										01 to 30 31 to 45 46 to 60 61 to 90										5 899 98									
MIAMI FL										9 900 00										01 to 30 31 to 45 46 to 60 61 to 90										900 00									
MIAMI FL										1 650 00										01 to 30 31 to 45 46 to 60 61 to 90										1 650 00									
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MIAMI FL Total										26 12 000 00										01 to 30 31 to 45 46 to 60 61 to 90										12 000 00									
LUBBOCK TX										18 150 00										01 to 30 31 to 45 46 to 60 61 to 90										15 600 00									
LUBBOCK TX										9 478 64										01 to 30 31 to 45 46 to 60 61 to 90										478 64									
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LUBBOCK TX										26 1 295 16										01 to 30 31 to 45 46 to 60 61 to 90										1 295 16									
LUBBOCK TX										26 732 78										01 to 30 31 to 45 46 to 60 61 to 90										732 78									
LUBBOCK TX										26 150 00										01 to 30 31 to 45 46 to 60 61 to 90										150 00									
LUBBOCK TX Total										4 558 58										01 to 30 31 to 45 46 to 60 61 to 90										3 827 94									
LINCOLN NE										433 189 40										01 to 30 31 to 45 46 to 60 61 to 90										728 64									
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LINCOLN NE										224 163 10										01 to 30 31 to 45 46 to 60 61 to 90										0									
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LINCOLN NE										218 125 61										01 to 30 31 to 45 46 to 60 61 to 90										0									
LINCOLN NE										198 512 10										01 to 30 31 to 45 46 to 60 61 to 90										0									
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LINCOLN NE										182 128 59										01 to 30 31 to 45 46 to 60 61 to 90										0									
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LINCOLN NE										175 142 24										01 to 30 31 to 45 46 to 60 61 to 90										0									
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LINCOLN NE										171 173 11										01 to 30 31 to 45 46 to 60 61 to 90										0									
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LINCOLN NE										161 166 39										01 to 30 31 to 45 46 to 60 61 to 90										166 39									
LINCOLN NE										161 303 31										01 to 30 31 to 45 46 to 60 61 to 90										303 31									
LINCOLN NE										161 196 77										01 to 30 31 to 45 46 to 60 61 to 90										196 77									
LINCOLN NE										160 34 64										01 to 30 31 to 45 46 to 60 61 to 90										234 64									
LINCOLN NE										143 165 97										01 to 30 31 to 45 46 to 60 61 to 90										136 53									
LINCOLN NE										143 197 61										01 to 30 31 to 45 46 to 60 61 to 90										165 97									
LINCOLN NE										138 1 560 47										01 to 30 31 to 45 46 to 60 61 to 90										197 61									
LINCOLN NE										119 97 02										01 to 30 31 to 45 46 to 60 61 to 90										1 560 47									
LINCOLN NE										26 1 650 00										01 to 30 31 to 45 46 to 60 61 to 90										97 02									
LINCOLN NE Total										11 493 82										01 to 30 31 to 45 46 to 60 61 to 90										7 75 68									
BROUSSARD LA										100 767 38										01 to 30 31 to 45 46 to 60 61 to 90										0									
BROUSSARD LA										91 521 28										01 to 30 31 to 45 46 to 60 61 to 90										0									
BROUSSARD LA										88 927 04										01 to 30 31 to 45 46 to 60 61 to 90										0									
BROUSSARD LA										76 1 378 56										01 to 30 31 to 45 46 to 60 61 to 90										927 04									
BROUSSARD LA										18 649 28										01 to 30 31 to 45 46 to 60 61 to 90										1 378 56									
BROUSSARD LA										9 518 80										01 to 30 31 to 45 46 to 60 61 to 90										518 80									
BROUSSARD LA										2 600 00										01 to 30 31 to 45 46 to 60 61 to 90										600 00									
BROUSSARD LA										5 750 00										01 to 30 31 to 45 46 to 60 61 to 90										730 00									
BROUSSARD LA										12 600 00										01 to 30 31 to 45 46 to 60 61 to 90										600 00									
BROUSSARD LA										19 450 00										01 to 30 31 to 45 46 to 60 61 to 90										450 00									
BROUSSARD LA										28 249 47										01 to 30 31 to 45 46 to 60 61 to 90										249 47									
BROUSSARD LA Total										26 150 00										01 to 30 31 to 45 46 to 60 61 to 90										150 00									
TRACY CA										7 060 85										01 to 30 31 to 45 46 to 60 61 to 90										1 768 08									
TRACY CA										50 00										01 to 30 31 to 45 46 to 60 61 to 90										0									
TRACY CA										84 50 00										01 to 30 31 to 45 46 to 60 61 to 90										0									
TRACY CA										84 100 00										01 to 30 31 to 45 46 to 60 61 to 90										0									
TRACY CA										78 50 00										01 to 30 31 to 45 46 to 60 61 to 90										0									
TRACY CA Total										28 50 00										01 to 30 31 to 45 46 to 60 61 to 90										50 00									
GARLAND TX										300 00										01 to 30 31 to 45 46 to 60 61 to 90										50 00									
GARLAND TX										107 799 25										01 to 30 31 to 45 46 to 60 61 to 90										0									
GARLAND TX										10 2 343 00										01 to 30 31 to 45 46 to 60 61 to 90										0									
GARLAND TX										93 2 025 50										01 to 30 31 to 45 46 to 60 61 to 90										0									
GARLAND TX										86 5 1 96										01 to 30 31 to 45 46 to 60 61 to 90										561 96									
GARLAND TX Total										26 17 600 50										01 to 30 31 to 45 46 to 60 61 to 90										17 600 50									
KING OF PRUSSIA PA										23 330 1										01 to 30 31 to 45 46 to 60 61 to 90										0									
KING OF PRUSSIA PA										121 108 12										01 to 30 31 to 45 46 to 60 61 to 90										0									
KING OF PRUSSIA PA										100 262 35										01 to 30 31 to 45 46 to 60 61 to 90										0									
KING OF PRUSSIA PA										76 98 11										01 to 30 31 to 45 46 to 60 61 to 90										0									
KING OF PRUSSIA PA										72 135 15										01 to 30 31 to 45 46 to 60 61 to 90										0									
KING OF PRUSSIA PA										68 133 30										01 to 30 31 to 45 46 to 60 61 to 90										90 11									
KING OF PRUSSIA PA										44 114 22										01 to 30 31 to 45 46 to 60 61 to 90										135 15									
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KING OF PRUSSIA PA										2 159 00										01 to 30 31 to 45 46 to 60 61 to 90										159 00									
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KING OF PRUSSIA PA										26 164 30										01 to 30 31 to 45 46 to 60 61 to 90										164 30									
KING OF PRUSSIA PA Total										26 318 00										01 to 30 31 to 45 46 to 60 61 to 90										318 00									
NORTH EAST MD										1 926 03										01 to 30 31 to 45 46 to 60 61 to 90										273 48									
NORTH EAST MD										119 788 00										01 to 30 31 to 45 46 to 60 61 to 90										114 22									
NORTH EAST MD										105 270 00										01 to 30 31 to 45 46 to 60 61 to 90										133 3									
NORTH EAST MD										79 67 50										01 to 30 31 to 45 46 to 60 61 to 90										234 26									
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NORTH EAST MD										23 45 00										01 to 30 31 to 45 46 to 60 61 to 90										45 00									
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NORTH EAST MD										23 67 50										01 to 30 31 to 45 46 to 60 61 to 90										7 50									
NORTH EAST MD Total										1 337 50										01 to 30 31 to 45 46 to 60 61 to 90										337 50									
JAMESBURG NJ										1 744 25										01 to 30 31 to 45 46 to 60 61 to 90										618 75									
JAMESBURG NJ										18 159 00										01 to 30 31 to 45 46 to 60 61 to 90										159 00									
JAMESBURG NJ										16 14 151 00										01 to 30 31 to 45 46 to 60 61 to 90										14 151 00									
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JAMESBURG NJ										5 795 00										01 to 30 31 to 45 46 to 60 61 to 90										795 00									
JAMESBURG NJ										12 795 00										01 to 30 31 to 45 46 to 60 61 to 90										795 00									
JAMESBURG NJ										26 432 67										01 to 30 31 to 45 46 to 60 61 to 90										432 67									
JAMESBURG NJ										26 57 24										01 to 30 31 to 45 46 to 60 61 to 90										57 24									
JAMESBURG NJ Total										26 13 273 79										01 to 30 31 to 45 46 to 60 61 to 90										13 273 79									

Boca Raton
Fort Lauderdale
Jacksonville
Miami
Orlando
Tallahassee
Tampa
West Palm Beach

Akerman Senterfitt
ATTORNEYS AT LAW

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Orlando, Florida 32802 0231

www.akerman.com

407 843 7860 *tel* 407 843 6610 *fax*

April 23, 2003

W Glenn Jensen
407 419 8431
gjensen@akerman.com

Clerk of the U S Bankruptcy Court
District of Delaware
824 Market Street, 5th Floor
Wilmington, DE 19801

Re In re Fleming Companies, Inc., Case No 03-10945 (MFW)

Dear Clerk

Enclosed please find an original and a copy of the Proof of Claim in the above-referenced matter. Please file the original with the court, date-stamp the copy and return the copy to me in the enclosed, self-addressed, stamped envelope.

Thank you for your attention to this matter.

Very truly yours,



W Glenn Jensen

WGJ/cw
Enclosures

cc David Moggio

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

**In re: Fleming Companies, Inc. et al.
Case No. 03-10945-(MFW)-11**

DOCUMENTS APPENDED TO CLAIM

On September 21, 2005, document(s) were appended to Claim Numbers **498, 7699 and 18302** for the following reason(s)

- ☒ Stipulation and Settlement Agreement dated 9/15/05
- ☐ Proof of Payment
- ☐ Change of Address Confirmation Notice
- ☐ Withdrawal Notice dated
- ☐ Other Docket Number #####

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement ("Agreement") is made by and among the Post Confirmation Trust of Fleming Companies, Inc ("PCT"), CHEP USA ("CHEP"), and 3V Capital Master Fund Ltd ("3V") (collectively, the "Parties")

WHEREAS, on April 1, 2003 (the "Petition Date"), Fleming Companies, Inc and its affiliated chapter 11 debtors (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court"), commencing cases jointly administered under Case No 03-10945 (MFW) (the "Bankruptcy Cases"),

WHEREAS, on or about April 23, 2003, CHEP filed a Proof of Claim (#00498) in the Bankruptcy Cases in the amount of \$117,157 38 ("Proof of Claim"),

WHEREAS, on or about September 2, 2003, CHEP filed an Amended Proof of Claim (#07699) in the Bankruptcy Cases in the amount of \$8,753,242 84 ("Amended Proof of Claim"),

WHEREAS, on February 2, 2004, CHEP commenced Adversary Proceeding No 04-52368-MFW, styled *CHEP USA v Fleming Companies, Inc* seeking a constructive trust in the amount of \$5,452,485 00 (the "Adversary Litigation"),

WHEREAS, on or about March 24, 2004, CHEP filed a Second Amended Proof of Claim (#18302) in the Bankruptcy Cases in the amount of \$12,490,657 85 ("Second Amended Proof of Claim"),

WHEREAS, on July 27, 2004 (the "Confirmation Date"), the Court entered an order confirming the Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan and Reorganization of Fleming Companies, Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the "Plan"), which Plan became effective on August 23, 2004 (the "Effective Date"),

WHEREAS, the PCT was created pursuant to the Plan to, among other things, prosecute, defend, compromise, and otherwise resolve certain causes of action held by the Debtors and claims asserted against the Debtors as of the Effective Date,

WHEREAS, on the Effective Date, the Reorganized Debtors (as defined in the Plan) emerged from bankruptcy and began operating as Core-Mark International, Inc ("Core-Mark"),

WHEREAS, since the Effective Date, Core-Mark has operated as an independent entity separate and apart from the PCT, and the PCT has no authority to engage in post-Effective Date transactions on Core-Mark's behalf,

WHEREAS, pursuant to the Plan, after the Effective Date, Core-Mark retained the right to pursue recovery of vendor deductions incurred in the ordinary course of business of Fleming Convenience (as that term is defined in the Plan),

WHEREAS, pursuant to the Plan, the PCT was authorized to prosecute the Reorganized Debtors' pre-Effective Date causes of action other than recovery of vendor deductions incurred in the ordinary course of business of Fleming Convenience,

WHEREAS, pursuant to the Plan, the PCT became liable for pre-petition claims against the Reorganized Debtors,

WHEREAS, by written agreement dated October 21, 2004, CHEP sold the Amended Proof of Claim and Second Amended Proof of Claim to 3V,

WHEREAS, on March 27, 2005, the PCT commenced Adversary Proceeding No 05-78486-PBL, styled *PCT v CHEP USA* (the "Preference Litigation"),

WHEREAS, the PCT believes it has valid defenses to the Adversary Litigation, the Proof of Claim, the Amended Proof of Claim, and the Second Amended Proof of Claim,

WHEREAS, CHEP believes it has valid defenses to the Preference Litigation, and

WHEREAS, the Parties desire to avoid the expense and uncertainty of further litigation,

NOW THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows

1 Dismissals

(a) Within ten (10) days of execution of this Agreement by each Party hereto, CHEP shall dismiss the Adversary Litigation with prejudice by filing the Stipulation of Dismissal With Prejudice attached hereto as Exhibit 1 and any other documents necessary and appropriate to effect dismissal with prejudice of the Adversary Litigation

(b) Within ten (10) days of execution of this Agreement by each Party hereto, the PCT shall dismiss the Preference Litigation with prejudice by filing the Stipulation of Dismissal With Prejudice attached hereto as Exhibit 2 and any other documents necessary and appropriate to effect dismissal with prejudice of the Preference Litigation

2 Settlement Payment Within ten (10) days after the execution of this Agreement by each Party hereto or filing of the Stipulation of Dismissal With Prejudice referred to in Paragraph 1(a) above, whichever event is later, the PCT shall pay Eighty-Nine Thousand Dollars (\$89,000.00) in immediately available funds to CHEP ("Settlement Payment") Payment shall be made as follows

Akerman Senterfitt & Eidson PA Trust
Account #0215201112961
Suntrust Bank, Atlanta GA
ABA #061000104
(Attention W Glenn Jensen)

3 Proofs of Claim

- (a) The Proof of Claim shall be disallowed in its entirety
- (b) The Amended Proof of Claim shall be disallowed in its entirety
- (c) Upon execution of this Agreement by each Party hereto or filing of the Stipulation of Dismissal With Prejudice referred to in Paragraph 1(a) above, whichever event is later, the Second Amended Proof of Claim shall be allowed as a Class 6A general unsecured claim in the amount of Three Million Dollars (\$3,000,000.00). The Second Amended Proof of Claim, as so allowed, will be satisfied pursuant to the terms of the Debtors' Plan. A distribution on the Proof of Claim, as allowed herein, shall be directed to

Jason M. Alper
3V Capital Management
1 Greenwich Office Park North
51 East Weaver Street
Greenwich, CT 06831

4 Releases

- (a) Effective upon mutual execution of this Agreement by each Party hereto, filing of the Stipulation of Dismissal With Prejudice referred to in Paragraph 1(b) above, and receipt of the Settlement Payment, CHEP releases, acquits and forever discharges the PCT, the Debtors, the Debtors' estates (together with their respective predecessors, agents, attorneys, insurers, servants, employees, officers, directors, and representatives) (collectively, the "Fleming Released Parties") from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal, or equitable, that CHEP has against the Fleming Released Parties

- (b) Effective upon mutual execution of this Agreement by each Party hereto and filing of the Stipulation of Dismissal With Prejudice referred to in Paragraph 1(a) above, the PCT, on behalf of itself, the Debtors, and the bankruptcy estates of Fleming Companies, Inc. (collectively, the "Fleming Releasing Parties"), releases, acquits and forever discharges CHEP (together with its respective predecessors, agents, attorneys, insurers, servants, employees, officers, directors, and representatives) (collectively, the "CHEP Released Parties") from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal, or equitable, which the Fleming Releasing Parties have against the CHEP Released Parties, provided, however, that the PCT does not have authority to release and does not hereby release any claims that Core-Mark may have against the CHEP Released Parties that (i) arose after the Effective Date or (ii) relate to vendor deductions incurred in the ordinary course of business of Fleming Convenience

- (c) Effective upon mutual execution of this Agreement by each Party hereto, 3V releases, acquits and forever discharges the Fleming Released Parties from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions

and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal, or equitable, which 3V has against the Fleming Released Parties relating to the Amended Proof of Claim, the Second Amended Proof of Claim or any other claims or rights that 3V acquired from CHEP, provided, however, that the PCT is responsible for satisfying the Second Amended Proof of Claim to the extent of the allowed amount of Three Million Dollars (\$3,000,000 00) as set forth in Paragraph 3(c). To be clear, the foregoing release includes, but is not limited to, the entirety of the Amended Proof of Claim and that portion of the Second Amended Proof of Claim in excess of Three Million Dollars (\$3,000,000 00). For the avoidance of doubt, 3V does not hereby release, acquit, or discharge the Fleming Released Parties from any claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal, or equitable that 3V has acquired from entities other than CHEP.

(d) Effective upon mutual execution of this Agreement by each Party hereto, the Fleming Releasing Parties release, acquit and forever discharge 3V from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal, or equitable, which the Fleming Releasing parties have against 3V relating to the Amended Proof of Claim, the Second Amended Proof of Claim, or any other claims or rights that 3V acquired from CHEP. For the avoidance of doubt, the Fleming Releasing Parties do not release, acquit and forever discharge 3V from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal, or equitable, which the Fleming Releasing parties have against 3V relating to claims or rights that 3V acquired from entities other than CHEP. In addition, the PCT does not have authority to release and does not hereby release any defenses or counterclaims that Core-Mark may have to claims 3V acquired from any entity which claims (i) arose after the Effective Date or (ii) relate to vendor deductions incurred in the ordinary course of business of Fleming Convenience.

(e) Notwithstanding the provisions of Paragraph 4(a)-(d), the Parties do not release or waive the right to enforce any provision of this Agreement.

5 Authority Any individual signing this Agreement on behalf of any Party hereto represents and warrants that he or she has the full right, power, and authority to do so and to bind such Party to the terms of this Agreement. The PCT represents that it has the authority to make the Settlement Payment and to enter into this Agreement without approval of the Court.

6 Independent Counsel The PCT, CHEP, and 3V each acknowledge that they have been represented by independent legal counsel of their own choosing throughout all of the negotiations which preceded the execution of this Agreement and that they entered into this Agreement voluntarily, without duress, and with the consultation and advice of counsel. This Agreement shall be construed without regard to any presumption or other rule requiring construction against a drafting party.

7 Successors and Assigns This Agreement shall be effective and binding upon each of the Parties hereto and their respective officers, agents, representatives, attorneys, affiliates, assigns, successors-in-interest, and all persons acting on behalf of or at the direction of, or in concert or participation with, any Party

8 Choice of Law This Agreement shall be interpreted and construed in accordance with, and all claims and disputes arising under or related to this Agreement shall be governed by, the provisions of the United States Bankruptcy Code and, absent applicable Bankruptcy Code provisions, the laws of the State of Delaware, without regard to the conflict of laws jurisprudence of the State of Delaware

9 Enforcement Any dispute, action, or proceeding arising out of or relating to the enforcement of this Agreement shall be within the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware. In the event the United States Bankruptcy Court for the District of Delaware determines it does not have jurisdiction over a claim for breach or enforcement of this Agreement, then the action shall be brought in the United States District Court for the District of Delaware or, absent federal subject matter jurisdiction, in a Delaware state court, and each Party consents to personal jurisdiction in Delaware for such action

10 Counterparts This Agreement may be executed in one or more counterparts and such counterparts may, at the option of the executing Party, be delivered by electronic mail or facsimile, each of which shall be deemed to be an original but all of which shall constitute one and the same document

11 Entire Agreement This Agreement (including the attached exhibits) constitutes and contains the entire agreement between the Parties with regard to the subject matter hereof, and supercedes all prior negotiations and oral agreements. This Agreement may not be modified or amended except in writing signed by the Party to be charged by such modification or amendment, or by such Party's successor in interest

IN WITNESS WHEREOF, the PCT, CHEP, and 3V have executed this Agreement as set forth below

The Post Confirmation Trust of Fleming Companies, Inc

By _____

Position _____

Date _____

3V Capital Master Fund Ltd

By _____

Position _____

Date _____

CHEP USA

By  _____

Position SVP & CFO.

Date 9/15/05.

IN WITNESS WHEREOF, the PCT, CHEP, and 3V have executed this Agreement as set forth below

**The Post Confirmation Trust of Fleming
Companies, Inc.**

CHEP USA

By Barry J. Fleming By _____
Position Authorized Representative Position _____
Date September 19, 2005 Date _____

3V Capital Master Fund Ltd

By _____
Position _____
Date _____

IN WITNESS WHEREOF, the PCT, CHEP, and 3V have executed this Agreement as set forth below

The Post Confirmation Trust of Fleming Companies, Inc.

CHEP USA

By _____

By _____

Position _____

Position _____

Date _____

Date _____

3V Capital Master Fund Ltd.

By  _____
Scott A Stagg

Position Managing Member

Date 9/16/05

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re		Chapter 11
FLEMING COMPANIES, INC , <u>et al.</u> , ¹		Case No 03-10945 (MFW)
Debtors		(Jointly Administered)
CHEP USA		
	Plaintiff,	
v		Adv Pro No 04-52368 (MFW)
PCT, ²		
	Defendant	

STIPULATION OF DISMISSAL WITH PREJUDICE

The parties hereby stipulate and agree to the dismissal with prejudice of this adversary proceeding pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, made applicable by Rule 7041 of the Federal Rules of Bankruptcy Procedure. The parties shall each bear their own costs and fees.

¹ The former Debtors whose cases are still open are Core-Mark International, Inc , Fleming Companies, Inc , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc , and Minter-Weisman Co

² PCT is a trust created pursuant to the Debtors' Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the "Plan"), and the Post-Confirmation Trust Agreement dated August 19, 2004

Dated _____, 2005

Dated _____, 2005

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EXHIBIT 2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re		Chapter 11
FLEMING COMPANIES, INC , <u>et al</u> , ¹		Case No 03-10945 (MFW)
Debtors		(Jointly Administered)
<hr/>		
PCT, ²	Plaintiff,	
v		Adv Pro No 05-78486 (PBL)
CHEP USA,		
Defendant		
<hr/>		

STIPULATION OF DISMISSAL WITH PREJUDICE

The parties hereby stipulate and agree to the dismissal with prejudice of this adversary proceeding pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, made applicable by Rule 7041 of the Federal Rules of Bankruptcy Procedure. The parties shall each bear their own costs and fees.

-
- ¹ The former Debtors whose cases are still open are Core-Mark International, Inc , Fleming Companies, Inc , ASI Office Automation, Inc , C/M Products, Inc , Core-Mark Interrelated Companies, Inc , Core-Mark Mid-Continent, Inc , General Acceptance Corporation, Head Distributing Company, Marquise Ventures Company, Inc , and Minter-Weisman Co
- ² PCT is a trust created pursuant to the Debtors' Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc and its Filing Subsidiaries under Chapter 11 of the United States Bankruptcy Code (the "Plan"), and the Post-Confirmation Trust Agreement dated August 19, 2004

Dated _____, 2005

Dated _____, 2005

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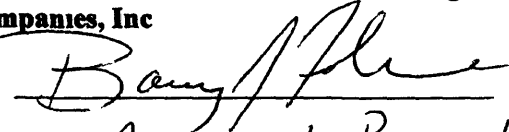
Attorneys for CHEP USA

IN WITNESS WHEREOF, the PCT, CHEP, and 3V have executed this Agreement as set forth below

**The Post Confirmation Trust of Fleming
Companies, Inc**

CHEP USA

By



By

Position

Authorized Representative

Position

Date

September 19, 2005

Date

3V Capital Master Fund Ltd.

By

Position

Date