

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

Fleming Companies, Inc , et al

Case No 03-10945

Debtor

NOTICE OF WITHDRAWAL OF PROOFS OF CLAIM

Notice is hereby given that Performance Contracting, Inc ("PCI") hereby withdraws its Proofs of Claim filed on August 21, 2003 (Claim No 5915), August 26, 2003 (Claim No 6688), and September 09, 2003 (Claim Nos 9011, 9012, and 9013)

This Notice of Withdrawal is being filed pursuant to the Order Approving Settlement Agreement entered in this case on February 02, 2004 (Docket No 6458)

WERB & SULLIVAN

/s/ Brian A Sullivan

Brian A Sullivan(#2098)
Amy D Brown (# 4077)
300 Delaware Avenue, 10th Floor
Wilmington, DE 19801
Telephone (302) 652-1100
Facsimile (302) 652-1111
E-mail bsullivan@werbsullivan.com

and

SUSSMAN SHANK LLP
Howard M Levine,
Oregon State Bar No 80073
1000 SW Broadway, Suite 1400
Portland, OR 97205
Telephone (503) 227-1111
Facsimile (503) 248-0130
E-mail howard@sussmanshank.com
Attorneys for Performance Contracting, Inc

Docket #6670

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM



484803

Bar Date Ref # 1-G5-7938

In re
Core-Mark International, Inc

Case Number
03-10944

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.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Name of Creditor and Address

0354651484803
PERFORMANCE CONTRACTING INC
3838 WATT AVENUE
STE #110A
SACRAMENTO CA 95821
16047 W 110th St
Lenexa, KS 66219

Creditor Telephone Number (913) **888-8600**

CREDITOR TAX ID #
34-1478097

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
18390

Check here replaces or amends a previously filed claim dated _____ if this claim.

1 BASIS FOR CLAIM
 Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Services performed Taxes Wages, salaries, and compensation (Fill out below)
 Money loaned Other (describe briefly) *A proposal* Your social security number _____
Signed and dated 03-03-03 for contract work to design and build new freezer, cooler, and chill dock facilities, located in Aurora, CO Unpaid compensation for services performed from _____ to _____
(date) (date)

2 DATE DEBT WAS INCURRED 03-13-03 **3 IF COURT JUDGMENT, DATE OBTAINED**

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE
 \$ _____ (unsecured) \$ 760,000.00 (secured) \$ _____ (unsecured priority) \$ 760,000.00 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
 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
 Check this box if your claim is secured by collateral (including a right of setoff).
 Brief description of collateral:
 Real Estate
 Motor Vehicle
 Other Lien against real property and "leasehold" interest
 Value of collateral: \$ Unknown but in excess of debt owed
 Amount of arrearage and other charges at time case filed included in secured claim above if any: \$ _____

6 UNSECURED PRIORITY CLAIM
 Check this box if you have an unsecured priority claim.
 Specify the priority of the claim:
 Wages, salaries, or commissions (up to \$4,650*) 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)
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
 Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
 Other: Specify applicable paragraph of 11 U.S.C. § 507(a) _____
Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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 statements 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 your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.

BY MAIL TO: Bankruptcy Management Corporation, P.O. BOX 900, El Segundo, CA 90245-0900
 BY HAND OR OVERNIGHT DELIVERY TO: Bankruptcy Management Corporation, 1330 East Franklin Avenue, El Segundo, CA 90245

THIS SPACE FOR COURT USE ONLY
FILED
AUG 21 2003
BMC

DATE SIGNED: 08-20-03
 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):
Dixie Osborn, Credit Manager

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions



05915



16047 West 110th Street, Lenexa, KS 66219
Telephone 913-888-8600 Fax 913-492-8723

CERTIFICATION

I, Craig D Davis, do hereby certify that I am the duly appointed and qualified President of the Company, a Kansas Corporation, and that I have authorized Dixie M Osborn of the Company to execute on behalf of the Company, releases, waivers, and release of lien, affidavits under mechanics lien law, release of claims, proof of claims, bid bonds, payment and performance bonds, leases and credit applications on behalf of and in the name of Performance Contracting, Inc , Performance Contracting Group and all wholly owned subsidiaries

ATTEST

William M Foote
William M Foote, Vice President/CFO

Craig D Davis
Craig D Davis, President

State of Kansas }
 } ss
County of Johnson }

Before me, a notary public, in and for said county, personally appeared Craig D Davis, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed In testimony whereof, I have hereunto subscribed my name at Lenexa, Kansas, this Thirtieth day of January, 2003

Kerri D Glidewell
Kerri D Glidewell, Notary Public

Seal

My appointment expires January 21, 2004





3838 Walt Ave , Suite 110A, Sacramento CA 95821

Telephone 916-974-0190 800-840-5249 Fax 916-974-7077

PROPOSAL

To CoreMark/Fleming Convenience	Date February 6, 2003
Attn Tom Small	Project New Freezer/Cooler/Chill Dock
395 Oyster Point Boulevard, Suite 415	Location 3797 N Windsor Dr , Aurora, CO
S San Francisco, CA 94080	Owner CoreMark/Fleming Convenience
Ph (650) 589-9445 Fx (650) 589-4010	Arch /Eng Bradford Conrad Crow Engineering Co , Inc

Performance Contracting Inc , hereinafter designated as PCI, proposes to furnish all material and labor required for application of the following (hereinafter designated as "the Work")

PROJECT OVERVIEW:

Design and build a new 153'-5"L x 49'-10"W x 28'-0"H -15°F freezer, a 78'-5"L x 50'-0"W x 28'-0"H +35°F to -15°F convertible cooler, a 99'-10"L x 38'-10"W x 26'-0"H +35°F chilled receiving dock, and a 75'-0"L x 50'-5" future freezer floor slab

The project schedule will be expedited upon receipt of a building permit to achieve an early occupation date for CoreMark/Fleming

The work scope includes the following items

General Conditions: All costs required for the supervision & management of the proposed work. Also includes temporary facilities, travel, subsistence, safety and other costs necessary for expediting work in the field

Engineering Includes structural, fire protection, plumbing, refrigeration and electrical design as required to obtain a permit and to provide a complete project. Two (2) sets of "as-built" drawings and a CD-ROM copy will be provided to CoreMark/Fleming after completion

Permits/Use Tax: Plan check, permit fees, and use tax are included for the new freezer/cooler/dock

Demolition:

- Demolition of the existing 6" thick floor slab at the freezer, cooler, future freezer area, and for the new dock trench drain
- Cap off the existing sewer cleanout in the freezer area

Concrete work: 6" thick reinforced concrete slab on grade (4000psi) at the new floor area (15,300sf) reinforced with #4 rebar @ 24" on center each way and ½" x 24" dowels @ 24" on center at control joints per the 3/2/02 CoreMark/Fleming specifications

Floor Sealing and Caulking: The new freezer floor slab will be cured and sealed with Pucosil or USDA approved equal and all freezer floor joints will be caulked with an appropriate Chemtron caulk or USDA approved equal

Structural Steel/Miscellaneous Metals:

- Floor mounted column and beam frames for supporting the evaporator coils
- Ceiling bracing to the existing roof structure
- Bollards at all new door openings
- Floor angle (4 x 3 x 3/8) at the long dimension walls inside the freezer and cooler and externally around the perimeter.

CoreMark/Fleming Convenience – New Freezer/Cooler Dock - Colorado

- The insulated panel ceiling will be suspended from the existing roof structure
- Guard rail to be furnished and installed by Northwest Handling Systems, Inc

Cold Storage System:

- Under slab insulation comprised of 6" (2-3" layers) of Dow Freezermate (30psi) with a 10 mil vapor barrier underneath and a slip-sheet on top of the insulation. Also extended under the future freezer floor
- 5" Polyurethane insulated wall and ceiling panels by Metl Span at the walls and ceilings of the freezer, cooler and dock, except at the dock tilt-up liner wall and the dock wall on line 11, which will be 4" thick panels
- Jamison Mark IV electronically powered, pull cord operated, horizontal bi-parting doors
 - (2) Freezer doors, dock to freezer and cooler
 - (1) Cooler door, dock to warehouse
 - (1) Cooler man door, dock to warehouse
 - (3) Strip curtains
- Under floor heat system will be a glycol re-circulating system, warmed by a heat exchanger mounted on top of the freezer box. The system will be furnished and installed by JRL Refrigeration Company. Additional protection will be provided at the footings and the (F) sewer line under the freezer. The system includes the future freezer expansion area

Refrigeration.

- A complete freon refrigeration system by JRL Refrigeration Company capable of attaining -15°F in the freezer, convertible from +35°F to -15°F in the cooler and +35°F in the chilled receiving dock
- The compressor units will be placed on the truck dock slab on lines F/11 and will be enclosed with a 24'-0"W x 35'-0"L chain link fence with slats
- Under floor, temperatures will be monitored electronically at (6) locations with a central read out panel
- Four (4) year extended warranty on the compressor units

Fire Protection: A complete dry pendant fire sprinkler system designed for a Class III product not stacked higher than 25'-0"

Plumbing.

- A 20'-0"L trench drain on the dock running parallel to line 11 for wash down purposes
- Cap off an existing cleanout located within the new freezer space
- Install a new floor sink for the refrigeration condensate lines.

Electrical. A complete electrical system for power and lighting. The work includes

- Metal halide lighting to provide 30 foot-candles 30" above finished floor and no light "cones" to 8' above FF
- Convenience outlets as located by CoreMark/Fleming
- Refrigeration equipment power and control wiring
- Threshold heat at the freezer and cooler doors
- Truck lights at three (3) dock levels

CoreMark/Fleming Convenience - New Freezer/Cooler, Unit Dock - Colorado

Excluded are the Following

- 1 Material handling systems such as dock levelers, dock seals or leveler pits
- 2 Guardrail
- 3 In rack sprinkles or dual action pre-action system.
- 4 Central fire alarm system

This proposal is subject to change and may be withdrawn if not accepted within 30 days of above date, It is subject to and includes all terms and conditions on the attached page (Attachment A).

Contact Price \$2,100,000.00

Performance Contracting, Inc

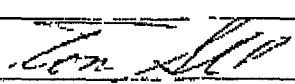
By Tom Small

By Peter M Camarico

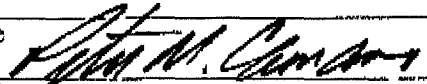
Title

Title Division Manager

Signature



Signature



Acceptance Date

3/3/03

Approval Date

2/13/03

Attachment "A"**PERFORMANCE CONTRACTING, INC**
TERMS AND CONDITIONS

The Work. PCI will supply all work described on the face hereof (the "Work") in accordance with the time schedule ("Schedule") contained on the face hereof or in the documents referenced on the face hereof ("Bid Documents")

Schedule Change. PCI's obligation hereunder is based upon the Schedule, both as to duration and sequence. In the event of any significant change in Schedule, whether permitted by the Bid Documents or not, the bid price and Schedule shall be equitably adjusted. PCI shall also receive an equitable adjustment of the bid price if this contract is terminated other than for PCI's material breach.

Guarantee. PCI warrants and guarantees that for a period of one year from date of completion of the Work it will repair or replace any Work which is defective in materials or workmanship or which does not conform to the specifications set forth in the Bid Documents. PCI's liability is limited to the foregoing and it shall not in any case be liable for indirect, incidental or consequential damages of any kind, including such damages on account of defective or delayed performance.

Insurance. PCI will supply worker's compensation insurance in the forms and amounts required by law. In addition, PCI shall supply the liability insurance described in a certificate of insurance which is attached to this proposal, or which in the absence of such the attachment will be supplied to the Customer on request. Notwithstanding anything to the contrary in the contract documents, PCI will in no event be liable or responsible for any direct or indirect consequential, incidental or special damage of any kind, whether arising in contract, tort or equity. This release includes but is not limited to claims of negligence.

Payments. For Work completed in any one calendar month, Customer will pay the contract price in full in cash upon completion of the Work.

Changes and Extras. Customer may change the work at any time and from time to time including changes in scope, methods, scheduling or performance requirement, in which case the contract price and completion date will be equitably adjusted.

Bonds. Upon the request and at the expense of the Customer, PCI will furnish performance and payment bonds written by a corporate surety. The cost of any such bond is not included in the bid price. **Indemnity.** PCI will indemnify and hold harmless Customer from loss or damage to persons or property arising directly from PCI's performance of the Work and caused by the negligent acts of PCI or its employees.

Supplied Property. Whenever the Customer, its employees, contractors and subcontractors (other than PCI) use ladders, scaffolding, tools, vehicles, equipment or property of any kind either owned or rented by PCI, Customers shall indemnify and hold PCI harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such ladders, scaffolding, tools, vehicles, equipment or property, except when caused by the sole negligence of PCI.

Differing Site Conditions. If PCI encounters subsurface or latent physical conditions at the site differing materially from those indicated in the bid documents, or unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered by PCI's trade, PCI will promptly notify the Customer. If such conditions cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work, an equitable adjustment in price shall be made and the contract time modified accordingly.

Force Majeure. PCI shall not be deemed in default nor be liable for damages for any failure or delay in performance of its Work which results out of causes beyond its reasonable control. Such causes may include without limitation, act of God or of the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, material shortages, or unusually severe weather. In the event the Work is delayed by such causes, the time for performance will be extended accordingly.

Arbitration. Any Controversy or claim arising out of or related to this contract, or any breach thereof, of an amount less than \$25,000 shall be settled by arbitration with a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. In any action the prevailing party will recover attorney's fees and costs from the other party.

Legal Effect. This proposal offers to the Customer the terms and conditions upon which PCI will perform the work described on the face hereof and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference on the face hereof or otherwise agreed to in writing signed by PCI. Upon acceptance, the proposal will present the entire agreement of the person with regard to performance of any payment for the Work. The Proposal may be changed or withdrawn at any time prior to acceptance by notice to the Customer and will be deemed withdrawn if accepted by the Customer within 30 days from the date hereof.

Damages. Liquidated consequential and incidental damages will be limited to \$50.00 per calendar day by either party.

Job 4165 COREMARK/FLEMING DENVER

PCI Cold Storage
 Invoice and Payments By Job

Date 08/20/2003
 Report Code AR05
 Page 1

Customer No	Trans	Invoice/CM No	Invoice Date	Invoice		Paid Amount	CM/Payment			Write off	Invoice	
				Amount	Void Date		CM/Payment No	Check No	Type		Date	Balance
0447-18390	Inv	044700196	02-17-2003	650 000 00		650 000 00	PMT000000609449	904076709	Pymt	03-14-2003	0 00	
	Inv	044700197	03-13-2003	760 000 00							760 000 00	
	Inv	044700201	04-03-2003	680 000 00		680 000 00	PMT000000610898	904088085	Pymt	04-17-2003	0 00	
	Inv	044700202	04 25-2003	7 000 00		7 000 00	PMT000000611755	704092749	Pymt	05 09-2003	0 00	
	Inv	044700203	05 07-2003	7 697 00		7 697 00	PMT000000612434	90496632	Pymt	05 29-2003	0 00	
01-04 47-4165		Job Total		2,104,697 00		1,344,697 00					0 00	760,000 00



Performance Contracting, Inc
3838 Watt Avenue Suite 110-A Sacramento CA 95821
Phone 916 974-0190 Fax 916-974-7077

Progress Billing

Invoice Number . 044700197

COREMARK/FLEMING CONVENIENCE
395 OYSTER BLVD.
SUITE 415
SO SAN FRANCISCO, CA 94080
TOM SMALL

Invoice Date March 13, 2003	Terms Net 30 NET 10
PCI Location Sacramento CA	PCI Job Number 01-04-47-0800-4165
PCI Customer Acct. No 01-04-47-18390	

Job Name	Billing Number	Period	Customers Job Number	Purchase Order No
COREMARK/FLEMING, DENVER	2	03/01/03 - 03/31/03		

Original Contract Amount		\$	2,100,000 00
Previously Billed		\$	650,000 00
This Period		\$	760,000 00
Total To-Date	67 143%	\$	1 410 000 00
Sub-Total		\$	1,410,000 00
Less Previous Invoices		(\$	650,000 00)

TOTAL AMOUNT DUE THIS INVOICE: \$ 760,000 00

Remit to . Performance Contracting, Inc
Wells Fargo Bank
P O Box 44237
San Francisco, CA 94144

Approved by _____
Jud Berway, RJ Berway & Associates, Inc Date

Approved by Peter M. Camarco 3/13/03
Peter M Camarco, Performance Contracting, Inc Date

C1165772
6/27/2003 11 10 24
PG 0001-003
16 00 DOC FEE 0 00
CAROL SNYDER
ADAMS COUNTY

STATEMENT OF LIEN

In accordance with Article 22 of Title 38 of the Colorado Revised Statutes

Performance Contracting Inc ("PCI")

makes the following statement of lien

FIRST That the name of the owner or reputed owner of such property to be charged with the lien is Core-Mark Midcontinent, Inc , Majestic Realty Co

SECOND That the name and mailing address of the person claiming the lien is Performance Contracting, Inc , 3838 Watt Avenue, Suite 110A Sacramento CA 95821

1) a subcontractor, Principal Contractor

That the name of the person who furnished the laborers or material or performed the labor or services, or supplied the machinery tools or equipment for which said lien is claimed is Performance Contracting, Inc

That the name of the Principal Contractor is Performance Contracting, Inc

THIRD That the property to be charged with such lien is described as follows

Lot 3, Block 1 Majestic Commercenter Subdivision Filing No 4

also known by street number as 3605 N Windsor Drive Aurora, CO situate in the County of Adams, State of Colorado

That the said lien is held for and on account of labor and services performed equipment and materials supplied for the benefit of the subject real property

FOURTH That the amount of indebtedness due or owing the claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is \$2 090,000 00* together with interest thereon at the legal rate

* See Exhibit A attached hereto and incorporated herein by reference

PERFORMANCE CONTRACTING, INC
Claimant

By Peter M Camarco
Peter M Camarco Branch Manager

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

I, Peter M Camarco, being of lawful age and being first duly sworn upon oath do say that I am a Branch Manager for Performance Contracting, Inc , the claimant herein named, that I have read the within Statement of Lien and know the contents thereof and that the same is true and correct, to the best of my knowledge, information and belief and is made on behalf of the claimant

Peter M Camarco
Peter M Camarco

Subscribed and sworn to before me in the County of Sacramento State of California, this 11 day of June 2003

My commission expires 12/10/04

Witness my hand and official seal



Dawn M Wolf
Notary Public

3

NOTICE OF INTENT TO FILE A LIEN STATEMENT

TO THE OWNER AND TO THE PRINCIPAL CONTRACTOR

Take Notice that the Lien Claimant set forth on the Statement of Lien contained on the reverse of this Notice claims a Mechanic's Lien for laborers or material or equipment supplied to, or labor performed on the project situate upon the real property described on said Statement of Lien for the amount stated. If payment is not made within ten (10) days, the Claimant intends to record said Statement of Lien in the County wherein the real property is located. This notice is given pursuant to Section 38 22-109(3) C R S

Karl A Berg, Jr
Mulliken, Gleason, Weimer, Whitney & Jolivet, P C
102 South Tejon Street, Suite 900
Colorado Springs, CO 80903
Attorney's Name and Address

Peter M. Camarco
Peter M Camarco Signature
Performance Contracting, Inc
3838 Watt Avenue, Suite 110A
Sacramento, CA 95821
Type Name and Address of Claimant Above

AFFIDAVIT OF SERVICE OR MAILING -- OWNER

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

The undersigned, being of lawful age and being first duly sworn upon oath deposes and says that this Notice of Intent to File a Lien Statement was mailed by fully prepaid certified mail return receipt requested to the last known address of the owner or reputed owner or his agent, as follows Core-Mark Midcontinent, Inc, 395 Oyster Point Blvd, Suite 415, San Francisco, CA 94080, Majestic Realty Co., 13191 Crossroads Parkway North, 6th Floor, La Puente, CA 91746-3497 on the 11th day of June, 2003

Peter M. Camarco
Peter M Camarco

Subscribed and sworn to before me in the County of Sacramento, State of California, this 11 day of June, 2003

My commission expires 12/24/04

Witness my hand and official seal

Dawn M Wolf
Notary Public

AFFIDAVIT OF SERVICE OR MAILING PRIOR TO FILING LIEN STATEMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

The undersigned, being of lawful age and being first duly sworn, deposes and says that this Notice of Intent to File a Lien Statement was served pursuant to Section 38-22-109(3) C R S as evidenced by the Affidavits of Service or Mailing, at least ten (10) days before the time of filing the Lien Statement with the County Clerk and Recorder

Peter M. Camarco
Peter M Camarco

Subscribed and sworn to before me in the County of Sacramento, State of California this 25th day of June, 2003

My commission expires 12/24/04

Witness my hand and official seal

Dawn M Wolf
Notary Public



EXHIBIT A

The Lien Amount of \$2,090,000 00 includes amounts relating to the following transfers to PCI that one or more of the debtors in the chapter 11 case captioned "In re Fleming Companies, Inc , et al" (U S Bankruptcy Court for the District of Delaware, Case No 03-10945(MFW), Jointly Administered (the "Bankruptcy Case"), may seek to recover from PCI PCI received a check dated March 12, 2003 in the amount of \$650,000 from Core-Mark International, Inc within 90 days before the Bankruptcy Case was filed (the "Prepetition Transfer") PCI also received a check dated April 15, 2003, in the amount of \$680,000 from Core-Mark Mid-Continent, Inc after the Bankruptcy Case was filed (the "Postpetition Transfer") The Prepetition Transfer and the Postpetition Transfer are collectively, the "Transfers". If PCI is not required by Court Order to repay the Transfers, or any portion thereof, or if PCI does not repay the Transfers, or any portion thereof, by settlement, agreement, or otherwise, the Lien Amount will be reduced by the amount of the Transfers PCI does not repay