UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	PROOF OF CLAIM
In re CORE-MARK INTERNATIONAL, INC	Case Number 03-10944(MFW)

557718

Bar Date Ref # 2-NVM-16171

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

Name of Creditor and Address

FLEET BUSINESS CREDIT, LLC
ONE SOUTH WACKER DR, STE 3800
CHICAGO, ILLINOIS 60606
ATTN MADELINE ARREGUIN

Creditor Telephone Number ( ) 312-853-1479

[X] 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

CREDITOR TAX I D # 36-273-6268

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

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

1 BASIS FOR CLAIM

[ ] Goods sold
[ ] Services performed
[ ] Money loaned
[ ] Personal injury/wrongful death
[ ] Taxes
[X] Other (describe briefly) *
*Lease of Equipment
[ ] Retiree benefits as defined in 11 U S C § 1114(a)
[ ] Wages salaries and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED 6/10/02, and 6/21/02

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE

$ _____ (unsecured)	$ 1,141,611 00 (secured)	$ _____ (unsecured priority)	$ _____ (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

[X] Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

[ ] Real Estate
[ ] Motor Vehicle
[X] Other See attached Addendum

Value of collateral in excess of $ 1,141,611 00

Amount of arrearage and other charges at time case filed included in secured claim above if any $ 40,642 00 (April payments)

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 See attached Addendum

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 28 2003
BMC

DATE SIGNED 8/27/03

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)

Madeline M Arreguin, Administrator
MADELINE M. ARREGUIN
Administrator

Fleming Companies Claim
06878

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

ATTACHED ADDENDUM

Core-Mark International, Inc Chapter 11 filed 4/01/03 Case No 03-10944(MFW) U S Bankruptcy Court for the District of Delaware (Delaware)

Addendum to Proof of Claim filed by Fleet Business Credit, LLC

Fleet Business Credit LLC (Claimant) was formerly known as Fleet Business Credit Corporation formerly known as Sanwa Business Credit Corporation

Debtor and Pacific Atlantic Systems Leasing International, Inc entered into a certain lease agreement ("PASLI Lease") dated June 1, 1993 replaced by and entered into by Master Equipment Lease No 2858 dated January 9, 1995 between Debtor and El Camino Resources, Ltd replaced by same Master Equipment Lease No 2858 dated March 23,2001 between the Debtor and GATX Technology Services Corporation (GATX) formerly known as Sun Financial Group, Inc

Claimant has an interest in three (3) Equipment Schedules, No 87, No 91, and No 92 to Master Lease Equipment Lease No 2858 dated as of March 12,2001 Between GATX Technology Services Corporation "Lessor"and Core-Mark-International, Inc, "Lessee" The Master Lease and Equipment Schedules are attached UCC financing statements related to the Equipment Schedules and equipment are also attached

Lessor collaterally assigned the Three (3) Equipment Schedules, and related equipment, to Claimant, a copy of the Assignment is attached

Referencing #4 and #7 of the Proof of Claim Since the filing date payments have been received in the amount of $243,852 00 The $1,141,611 00 is the amount outstanding on the filing date

Claimant understands the GATX may also be filing a claim relating to the following Equipment Schedules No 87, No 91, and & No 92 on behalf of GATX and Claimant

Values in excess of $1,141,611 00
Arrearage $40,642 00
Credits $203,210 00

Vicki L. Kottke
Commission # DD 019962
Expires April 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

I HEREBY CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE COPY OF THIS DOCUMENT
Vicki L. Kottke

Pacific Atlantic
SYSTEMS LEASING

LEASE AGREEMENT

This Lease Agreement dated 6-1, 1993 is made between PACIFIC ATLANTIC SYSTEMS LEASING, INC. with its home office at 11811 North Tatum Boulevard Suite 2000, Phoenix, Arizona 85028-1601 ("Lessor") and CORE MARK INTERNATIONAL INC. with an office at 395 Oyster Point Blvd., Suite 415, So. San Francisco, CA 94080 ('Lessee') The parties agree as follows

1 LEASE

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment and/or features (Equipment) described in Equipment Schedule(s) referencing this Lease Agreement Each Equipment Schedule shall constitute a separate lease In the event of a conflict between the terms and conditions of this Lease Agreement and the terms and conditions of any Equipment Schedule or any amendment addendum or rider thereto the terms and conditions of such Equipment Schedule amendment addendum or rider shall prevail Any reference to Lease shall mean this Lease Agreement the applicable Equipment Schedule and any amendments addenda or riders thereto

2 DEFINITIONS

(a) Installation Date means the date determined in accordance with the applicable Equipment Schedule

(b) Commencement Date means as to all Equipment designated on any Equipment Schedule where the Installation Date for the Item of Equipment (an Item of Equipment shall mean (i) a machine and its features or (ii) a feature) last to be installed falls on the first day of the month that date or in any other case the first day of the month following the month in which the Item of Equipment last to be installed was installed

(c) Daily Rental means 1/30th of the amount set forth as the Monthly Rental for each Item of Equipment on the applicable Equipment Schedule

3 TERM OF LEASE

The term of this Lease as to each Item of Equipment designated on any Equipment Schedule shall commence on the Installation Date for such Item of Equipment and shall continue for an initial period ending that number of months from the Commencement Date as is specified on the applicable Equipment Schedule (Initial Term) The term of this Lease for all such Equipment shall be automatically extended for successive three month periods until terminated by either party giving to the other not less than ~~six~~ three (3) months prior irrevocable written notice of termination Any such termination shall be effective only on the later of (a) the last day of the Initial Term or the last day of any such successive period or (b) the date the Equipment has been recertified for maintenance

4 RENTAL

The monthly rental (Monthly Rental) for each Item of Equipment payable hereunder is as set forth in the applicable Equipment Schedule Rental for each Item of Equipment shall begin to accrue on the Installation Date of such Item of Equipment and shall be due and payable by Lessee in advance on the first day of each month whether or not Lessee has received any notice that such payment is due If the Installation Date does not fall on the first day of the month, the rental for that period of time from the Installation Date until the first day of the succeeding month shall be an amount equal to the Daily Rental multiplied by the number of days from (and including) the Installation Date to (but not including) the first day of the succeeding month and shall be due and payable on the Installation Date The Monthly Rental set forth on the applicable Equipment Schedule is conditioned upon the federal corporate income tax rate in effect on the Installation Date ~~Should the federal corporate income tax rate be~~ increased during the term of the applicable Equipment ~~Schedule~~ all Monthly Rental payments commencing with the ~~first payment~~ due after the effective date of such tax rate ~~increase, shall~~ be increased so as to maintain the net economic ~~after tax~~ yield cash flow and rate of return Lessor originally ~~anticipated based on the foregoing tax rate assumption.~~

In addition to the Monthly Rental set forth in the Equipment Schedule(s) Lessee shall pay to Lessor an amount equal to all taxes paid payable or required to be collected by Lessor however designated which are levied or based on the rental on the Lease or on the Equipment or its purchase sale ownership delivery possession use, lease operation control or value (including without limitation state and local privilege or excise taxes based on gross revenue) any penalties or interest in connection therewith not arising from negligence on the part of Lessor or taxes or amounts in lieu thereof paid or payable by Lessor in respect of the foregoing but excluding taxes on Lessor s net income

Lessor shall be responsible for the timely filing of all necessary personal property tax returns or declarations and shall pay all personal property taxes levied or assessed against the Equipment during the Initial Term of the applicable Equipment Schedule and all renewals and extensions thereof before the taxes become delinquent Promptly upon presentation of evidence of liability for personal property taxes by Lessor to Lessee Lessee shall reimburse Lessor for all amounts of personal property taxes due without proration

Interest on any past due payments shall accrue at the rate of 1½ percent per month or if such rate shall exceed the maximum rate allowed by law then at such maximum rate and shall be payable on demand Charges for taxes penalties and interest shall be promptly paid by Lessee when invoiced by Lessor

5 INSTALLATION, USE, DISCONTINUANCE, AND MODIFICATION OF EQUIPMENT

(a) Lessor shall have the sole right and option to make all the arrangements for (i) the transportation of each Item of Equipment to and the installation of each Item of Equipment at the Equipment Location stated in the applicable Equipment Schedule and (ii) the discontinuance disassembly packing and transportation of each Item of Equipment from the Equipment Location to a location of Lessor s choice within the continental United States upon the termination of the applicable Equipment Schedule (by expiration or otherwise) as to such Item of Equipment

(b) Lessee shall (i) make all arrangements for rigging and drayage if applicable with respect to the Equipment and (ii) furnish suitable electric current required to operate the Equipment and a specific area in the Equipment Location which is suitable for the operation of the Equipment and complies with the applicable directives issued by the manufacturer thereof and by Lessor All transportation (including insurance) rigging and drayage costs with respect to the Equipment both on delivery to the Equipment Location and redelivery to a location of Lessor s choice within the continental United States and all installation discontinuance disassembly and packing costs shall be paid by Lessee

(c) Lessee shall have the uninterrupted right to enjoy the quiet possession and exclusive use of the Equipment while the applicable Equipment Schedule is in force without limitation as to time provided Lessee shall not be in default hereunder

(d) Any equipment cards disks tapes or other items not specified in the Equipment Schedule which are used on or in connection with the Equipment must meet the specifications of the manufacturer of the Equipment (Manufacturer) and shall be acquired by Lessee at its own expense

(e) Lessee will at all times keep the Equipment in its sole possession and control The Equipment shall not be moved from the Equipment Location without Lessor s prior written consent Lessee s rights under Sections 5(f) and 6(b) are subject to Lessor s right to match any Modification or sublease proposed by a third party Lessee will provide Lessor in writing with the terms of the third party offer and Lessor shall have ten days to match the offer Lessee shall obtain such Modification from or sublease the Equipment to Lessor if Lessor has timely matched the third party offer

(f) Lessee may not without Lessor s prior written consent make alterations in or add features attachments, or conversions to or upgrade (model or memory) the Equipment Any such alteration, feature attachment, conversion or upgrade (collectively Modification) not owned by Lessor and leased to Lessee must (i) be installed by Manufacturer at Lessee s sole expense (ii) not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee s ability to obtain and maintain the maintenance contract required by Section 5(g) hereof (iii) be removable at any time without material damage to the Equipment and (iv) be removed by Manufacturer and the Equipment restored at Lessee s expense to its normal unmodified condition, reasonable wear and tear only excepted no later than the termination of this Lease as to the applicable Item of Equipment No lien encumbrance or interest may be granted by Lessee in such Modification which would impair Lessor s right title and interest in the applicable Item of Equipment Any and all parts removed as a result of any Modification remain the property of Lessor and may not be assigned transferred or otherwise disposed of by Lessee Lessee is responsible for storing and safekeeping the removed parts and for their reinstallation prior to return of the Equipment upon cancellation or termination of the Lease All Modifications not leased by Lessor to Lessee which are not removed upon cancellation or termination of the Lease shall become the property of Owner as defined

in Section 9 hereof Manufacturer or [illegible]r organiz[illegible] selected by Lessee and approved in writing by Le[illegible] to maintai[illegible] Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations to the Equipment upon request of Lessee Lessee shall promptly accept and cause the installation of all engineering and safety changes furnished without charge by Manufacturer which safety and engineering changes shall be and become the property of Lessor

(g) Lessee shall during the term of this Lease at its own expense enter into and maintain in force a contract with Manufacturer or the Maintenance Organization covering at least prime shift maintenance of each Item of Equipment If at any time the Equipment is not being maintained to Lessor s satisfaction Lessor shall have the right to require Lessee to have another company of Lessor s choice maintain the Equipment Such maintenance contract shall commence upon expiration of Manufacturer s warranty period if any relating to such Item of Equipment At Lessor s request Lessee shall furnish Lessor with an executed copy of such contract and all renewals and extensions thereof and amendments thereto

(h) At the termination of this Lease as to the applicable Equipment Schedule (by expiration or otherwise) Lessee shall at its own expense return the Equipment to Lessor in the same operating order repair condition and appearance as on the Installation Date subject only to reasonable wear and tear and to the provisions of Section 5(f) hereof complete with all cables diagnostics and logic manuals. Lessee shall be responsible to have the Equipment including software certified as acceptable for Manufacturer s standard maintenance contract prior to redelivery to Lessor without any reconditioning or initial set up or license charges In the event Lessee is unable to comply with the foregoing Lessee shall indemnify and hold Lessor harmless from any such charges incurred upon a subsequent installation of the Equipment

6 OWNERSHIP AND INSPECTION

(a) This is a contract of lease only and Lessee shall have no equity or property interest in the Equipment other than the rights acquired as a lessee hereunder and the Equipment shall remain personal property regardless of the manner in which it may be installed or attached Lessee shall not without Lessor s prior written consent install or use the Equipment in such a manner or in such circumstances that any part of the Equipment is deemed to be an accession to other personal property Lessee shall at Lessor s request affix to the Equipment tags decals or plates furnished by Lessor indicating Owner s ownership and Lessee shall not permit their removal or concealment

(b) Lessee shall keep the Equipment free and clear of all liens and encumbrances except liens or encumbrances arising through the actions or omissions of Lessor Lessee shall not assign or otherwise encumber this Lease or any of its rights hereunder or sublease the Equipment or any parts of the Equipment without Lessor s prior written consent except that Lessee, subject to the provisions of Section 5(e) hereof at its expense and upon prior written notice to Lessor may assign this Lease or sublease the Equipment to its parent or any subsidiary corporation or to a corporation which shall have acquired all or substantially all of the property of Lessee by merger consolidation or purchase Upon any permitted assignment or sublease Lessee shall execute and deliver to Lessor or any assignee of Lessor at Lessee s expense such documentation as Lessor or such assignee may require including but not limited to documentation to evidence and put third parties on notice of Lessor's or its assignee s interest in the Equipment No permitted assignment or sublease shall relieve Lessee of any of its obligations hereunder

(c) Lessor or its agents shall have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Lease Lessee shall make Lessee s log and maintenance records pertaining to the Equipment available during any such inspection

(d) Lessee shall immediately notify Lessor of all details concerning any damage to or loss of the Equipment arising out of any event or occurrence whatsoever including but not limited to the alleged or apparent improper manufacture functioning or operation of the Equipment

7 WARRANTIES AND DISCLAIMER OF WARRANTIES

(a) Lessee represents that as of the Installation Date set forth in the applicable Equipment Schedule it shall have (i) thoroughly inspected the Equipment (ii) determined for itself that all Items of Equipment are of a size design capacity and manufacture selected by it and (iii) satisfied itself that the Equipment is suitable for Lessee s purposes Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment

(b) Lessee hereby covenants represents and warrants with respect to this Lease and each Equipment Schedule executed hereunder as of the Installation Date of any Item of Equipment that (i) the execution delivery and performance of by Less[illegible]e been duly authorized by all necessary corporate acti[illegible] ii) the indi[illegible]al executing such was duly authorized to do so (iii) the Lease and each Equipment Schedule constitute legal valid, and binding agreements of Lessee enforceable in accordance with their respective terms and (iv) the Equipment is personal property and when subjected to use by Lessee will not be or become fixtures under applicable law

(c) **LESSOR SUPPLIES THE EQUIPMENT AS IS AND NOT BEING THE MANUFACTURER OF THE EQUIPMENT, THE MANUFACTURER'S AGENT OR THE SUPPLIER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL WORKMANSHIP, CONFORMITY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER(S) RELATING THERETO, OR AS TO PATENT INFRINGEMENT OR THE LIKE OR ANY SOFTWARE USED IN THE EQUIPMENT** it being agreed that all such risks, as between Lessor and Lessee are to be borne by Lessee Lessee agrees to look solely to Manufacturer or to the supplier of the Equipment for any and all warranty claims and any and all warranties made by Manufacturer or the supplier to Lessor are hereby assigned to Lessee to the extent permitted by Manufacturer or the supplier for the term of the applicable Equipment Schedule Lessee agrees that Lessor shall not be responsible for the delivery installation maintenance operation or service of the Equipment or for delay or inadequacy of any or all of the foregoing Lessor shall not be responsible for any general incidental special or consequential loss or damage resulting from the installation, operation or use of the Equipment or otherwise (including strict liability in tort) Lessee will defend indemnify and hold Lessor harmless on an after tax basis against any and all claims demands and liabilities arising out of or in connection with the design manufacture possession or operation of the Equipment including strict liability in tort

8 RISK OF LOSS

(a) Until the Equipment is returned to Lessor as provided in this Lease Lessee relieves Lessor of responsibility for all risks of physical damage to or loss or destruction of the Equipment whether or not insured against howsoever caused During the term of this Lease as to any Equipment Schedule Lessee shall at its expense keep in effect all risk and public liability insurance policies covering the Equipment designated in each Equipment Schedule The all risk insurance policy shall be for an amount not less than the replacement cost of the Equipment The public liability insurance policy shall be in such amount as is reasonably acceptable to Lessor Lessor its successors and assigns shall be named as additional insureds and/or loss payees on such policies which shall be written by one or more insurance companies of recognized responsibility reasonably acceptable to Lessor Evidence of such insurance coverage shall be furnished to Lessor not later than the Installation Date set forth in the applicable Equipment Schedule and from time to time thereafter as Lessor may demand Such policies shall provide that no less than ten days written notice shall be given Lessor prior to cancellation of such policies for any reason Lessee hereby irrevocably appoints Lessor as Lessee s attorney-in-fact coupled with an interest to make claim for receive payment of and execute any and all documents that may be required to be provided to the insurance carrier in substantiation of any such claim for loss or damage under said insurance policies and to endorse Lessee s name to any and all drafts or checks in payment of the loss proceeds

(b) If any Item of Equipment is rendered unusable as a result of any physical damage to or loss or destruction of the Equipment or title thereto shall be taken by any governmental authority under power of eminent domain or otherwise Lessee shall give to Lessor immediate notice thereof and this Lease shall continue in full force and effect without any abatement of rental Lessee shall determine within fifteen days after the date of occurrence of any such damage or destruction whether such Item of Equipment can be repaired In the event Lessee determines that the Item of Equipment cannot be repaired or such Item of Equipment was lost destroyed or title thereto taken Lessee shall promptly replace such Item of Equipment with identical equipment and transfer title to such replacement equipment to Lessor free and clear of all liens claims equities and encumbrances of every kind or nature whatsoever and this Lease shall continue in full force and effect as though subject to the provisions of Section 9 hereof such damage loss destruction or taking of title had not occurred except that the replacement equipment shall become Equipment for purposes of this Lease in lieu of the replaced Equipment In the event Lessee determines that such Item of Equipment can be repaired Lessee shall cause such Item of Equipment to be promptly repaired All proceeds of insurance received by Lessor or Lessee under the all risk insurance policy referred to in the preceding paragraph of this Section shall be applied toward the cost of such repair or replacement

9 TAX BENEFITS

This Lease has been entered into on the basis th ssor (and y persons firms corporations or other entities to whic Lessor has ansferred or may transfer title to all or any portion of the Equipment) (collectively Owner) shall be entitled to such deductions credits and other benefits as are provided by the Internal Revenue Code of 1986 as amended or superseded from time to time and the rules and regulations promulgated thereunder (the Code ') to an owner of property (Tax Benefits) As used herein the term Owner shall mean and include Lessor in the event Lessor has not transferred title to all of the Equipment and the term Lessor shall mean and include each member of the affiliated group of corporations with which Lessor files a consolidated return for federal income tax purposes

If to any extent as a result of (a) any act or failure to act by Lessee or any person claiming by through or under Lessee (b) any misrepresentation or breach of any covenant warranty or agreement contained in this Lease or the applicable Equipment Schedule, (c) any requisition of use or title to the Equipment by any governmental entity or authority whether by claim of right eminent domain or otherwise, (d) any physical damage to, or loss or destruction of, the Equipment, (e) the substitution of all or any part of the Equipment pursuant to Section 8(b) hereof or otherwise (f) any assignment or sublease, or (g) Lessee permitting the Equipment to become "tax-exempt use property within the meaning of the Code Owner, in determining its income tax liability for any year shall (i) lose the benefit of or shall not have or shall not claim as a result of a written opinion of independent tax counsel that there is not a reasonable possibility that Owner s claiming of such Tax Benefits would be upheld by a court if the matter were litigated or shall lose the right to claim or shall be delayed in claiming or shall suffer a deferral diminution or disallowance of or shall be required to recapture all or any part of the Tax Benefits or (ii) be required to include any amount in income other than rental payments in the times and amounts set forth in the applicable Equipment Schedule or (iii) have any portion of the Tax Benefits attributed to foreign sources (any of (i)-(iii) being hereinafter referred to as a ' Loss) then Lessee shall pay to Owner, upon demand a sum which after deduction therefrom for all federal, state and local income taxes payable by Owner with respect to the receipt of such sum, shall be sufficient to restore Owner s net economic after-tax yield, cash flow, and rate of return that Owner would have had if such Loss had not occurred plus any fines interest penalties or additions to tax fairly attributable to such Loss For purposes of this Section a Loss shall occur upon the earliest of (i) the happening of any event (such as any disposition, damage, loss destruction, or change in the use of any Item of Equipment) which may cause such Loss (ii) the payment by Owner to the Internal Revenue Service of the tax increase resulting from such Loss, (iii) the adjustment by audit or otherwise of the tax return of Owner to reflect such Loss or (iv) the filing of any return reflecting such Loss

10. EVENTS OF DEFAULT AND REMEDIES

The occurrence of any one of the following shall constitute an Event of Default hereunder

(a) Lessee fails to pay any installment of rent on or before the fifth day following the date when the same becomes due and payable

(b) Lessee attempts to remove sell, transfer, encumber, sublet or part with possession of any Item of Equipment, except as expressly permitted herein

(c) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder and such failure shall continue uncured for ten days after written notice thereof to Lessee by Lessor

(d) Any warranty representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished

(e) Lessee ceases doing business as a going concern makes an assignment for the benefit of creditors admits in writing its inability to pay its debts as they become due is generally not paying its debts as they mature files a voluntary petition in bankruptcy files a petition seeking for itself any reorganization arrangement composition readjustment liquidation, dissolution or similar arrangement under any present or future statute law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding consents to or acquiesces in the appointment of a custodian trustee receiver or liquidator of it or all or any substantial part of its assets or properties or if it or its shareholders shall take any action looking to its dissolution or liquidation or if any order for relief is entered against Lessee under the federal bankruptcy laws

(f) Within thirty days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statute law or regulation such proceedings shall not have been dismissed, or if within thirty days after the appointment without Lessee s consent or acquiescence of y custodia ustee receiver or liquidator of it or of all or any st ntial part assets and properties such appointment shall not be vacated or

(g) The default by Lessee under any other Equipment Schedule or other agreement between Lessee and Lessor or any assignee of Lessor

Upon the occurrence of an Event of Default Lessor may at its option do any or all of the following (a) by notice to Lessee cancel or terminate this Lease as to any or all Equipment Schedules (b) whether or not this Lease is canceled or terminated as to any or all Equipment Schedules take possession of any or all of the Equipment listed on any or all Equipment Schedules wherever situated and for such purpose enter upon any premises without liability for so doing (except that Lessor shall be liable for damages resulting from the fault or negligence of Lessor) or Lessor may cause Lessee and Lessee hereby agrees to return the Equipment to Lessor as provided in this Lease (c) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty an amount equal to the present value of all monies to be paid by Lessee during the remaining Initial Term or any successive period then in effect discounted at the rate of three percent per annum which payment together with applicable sales or use tax shall become immediately due and payable or (d) sell dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may determine (and Lessor shall not be obligated to give preference to the sale lease or other disposition of the Equipment which may be either wholesale or retail over the sale lease or other disposition of similar equipment owned leased or managed by Lessor) Any disposition may be at private or public sale in bulk or in parcels, with or without notice, and without having the Equipment present at the place of sale or lease The subsequent acceptance of payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor s knowledge of such prior existing breach at the time of acceptance of such payments In any event Lessee shall without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default

In the event that Lessee shall have paid to Lessor the liquidated damages and other amounts referred to in the preceding paragraph of this Section Lessor hereby agrees to pay to Lessee promptly after receipt thereof either (a) if Lessor re-leases the Equipment, all rentals or proceeds received from the reletting of the Equipment during the balance of the Initial Term or any successive period then in effect (after deduction of all expenses incurred by Lessor) or (b) if Lessor sells the Equipment all proceeds received from the sale (after deduction of the estimated residual value of the Equipment as of the end of the Initial Term or any successive period then in effect and of all expenses incurred by Lessor) said amount never to exceed the amount of the liquidated damages paid by Lessee Lessee agrees that Lessor shall have no obligtion to sell the Equipment Lessee shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including but not limited to all collection agency fees and all court costs and reasonable attorneys fees whether or not suit is brought including in-house attorneys fees Lessee hereby agrees that in any event it will be liable for any deficiency after any sale lease or other disposition by Lessor The rights afforded Lessor hereunder shall not be deemed to be exclusive but shall be in addition to any rights or remedies provided by law

If upon the cancellation or termination of the applicable Equipment Schedule as to any Item of Equipment Lessee fails or refuses to return and deliver possession of such Item of Equipment to Lessor on the prescribed date in addition to all other rights and remedies available to Lessor Lessee shall promptly pay Lessor rent equal to the greater of the then fair market month to month rental value or 150 percent of the current Monthly Rental for all Equipment as shown on the applicable Equipment Schedule on a month to month basis until all Equipment is returned to Lessor provided Lessee shall be liable for rent through the last day of any monthly extension Lessee shall remain liable for any direct damages Lessor may suffer by reason of being unable to deliver such Item of Equipment to another party

11 NET LEASE

Except as otherwise specifically provided in this Lease it is understood and agreed that each Equipment Schedule constitutes a net lease and that as between Lessor and Lessee Lessee shall be responsible for all costs and expenses of every nature whatsoever (including but not limited to transportation installation deinstallation taxes maintenance and insurance) arising out of or in connection with or related to this Lease or the Equipment Lessee hereby agrees that in the event that Lessee failsl to pay or perform any obligation under this Lease Lessor may at its option pay or perform said obligation and any payment made or expense incurred by Lessor in connection therewith shall become additional rent which shall be due and payable by Lessee upon demand All amounts payable by Lessee under any Equipment Schedule shall be absolute and unconditional and shall not be subject to any abatement reduction offset defense counterclaim interruption deferment or recoupment for any reason whatsoever and such amounts shall be and continue to be payable in all events

12 ASSIGNMENT

Lessee agrees that Lessor may transfer or ass or any pa essor s right title and interest in under or to the Equipment and this Lease or any Equipment Schedule and any or all sums due or to become due pursuant to any of the above to any third party (Assignee) for any reason Lessee agrees that upon receipt of written notice from Lessor of such assignment Lessee shall perform all of its obligations hereunder for the benefit of Assignee and if so directed shall pay all sums due or to become due hereunder directly to Assignee or to any other party designated by Assignee Lessee hereby covenants represents and warrants as follows and agrees that Assignee shall be entitled to rely on and shall be considered a third party beneficiary of the following covenants representations and warranties (a) Lessee s obligations to Assignee hereunder are absolute and unconditional and are not subject to any abatement reduction offset defense counterclaim interruption deferment or recoupment available to Lessee for any reason whatsoever including, but not limited to operation of law defect in the Equipment failure of Lessor to perform any of its obligations hereunder any insolvency or bankruptcy of Lessor, or for any other cause or reason whatsoever whether similar or dissimilar to the foregoing (b) Lessee shall not look to Assignee to perform any of Lessor s obligations hereunder unless Assignee specifically assumes such obligations (c) Lessee will not amend or modify this Lease without the prior written consent of Assignee and (d) Lessee will send a copy to Assignee of each notice which Lessee sends to Lessor

Upon receipt of notice of such transfer or assignment Lessee agrees to promptly execute and deliver to Lessor such documentation as Assignee may require to secure and/or complete such transfer or assignment including but not limited to the following (a) an acknowledgement of or consent to the assignment which may require Lessee to make certain representations or reaffirmations as to some of the basic terms and covenants contained in this Lease (b) a Certificate of Incumbency (c) an opinion of counsel for Lessee with respect to the representations and warranties set forth in Section 7 (b) above, and (d) a Certificate of Delivery and Acceptance Such assignment shall relieve Lessor of its obligations hereunder upon the assumption thereof in writing by Assignee unless Lessor Lessee and Assignee agree otherwise and the rights of Lessee hereunder shall not be impaired

13. MISCELLANEOUS

(a) Neither this Lease any Equipment Schedule, nor any consent or approval provided for herein shall be binding upon Lessor unless signed on its behalf by a duly authorized officer at its home office **This Lease shall be deemed to have been made in the State of Arizona and shall be governed in all respects by the laws, but not the rules relating to choice of laws, of such State. No rights or remedies referred to in Article 2A of the Uniform Commercial Code will be conferred on Lessee unless expressly granted in this Lease or an Equipment Schedule**

(b) This Lease and each Equipment Schedule constitute the entire agreement and understanding of the parties with respect to the lease of the Equipment listed on each Equipment Schedule (notwithstanding any contrary provision contained in any instrument submitted by Lessee) supersede any or all prior agreements and understandings related to the subject matter hereof, and **may not be changed orally but only by an agreement in writing signed by both parties.** Lessee s purchase order, if any shall be used for accounting purposes only and the provisions thereof shall be inapplicable notwithstanding Lessor s acknowledgement thereof

Lessee Initials

(c) Any notice, request or other communication to either party by the other shall be given in writing and deemed received upon the earlier of actual receipt or three days after mailing if mailed postage prepaid to the address of the other party as set forth herein or to such other address as such party shall have designated by proper notice or one day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party Notices to Lessor shall be sent to the attention of the Manager Contract Documents

(d) Subject to S ons 6(b) 12 hereof this Lease shall be binding upon and i o the ber t Lessor and Lessee and their respective successors and assigns (including any subsequent assignee of an Assignee)

(e) No representation or statement made by any representative of either party not contained herein shall be binding upon such party No provision of this Lease or any Equipment Schedule which may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof all of which shall remain in full force and effect Neither any failure nor any delay on the part of either party in exercising any of its rights hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right hereunder

(f) No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given

(g) Lessor is hereby authorized by Lessee to cause this Lease or other instruments, including Uniform Commercial Code financing statements, to be filed or recorded for the purposes of evidencing and putting third parties on notice of Lessor s or Assignee s interest in the Equipment and Lessee agrees that Lessor or Assignee may execute such instruments for and on behalf of Lessee In the event for any reason whatsoever Lessee is determined to have an interest in the Equipment other than a purely leasehold interest for the term of this Lease Lessee agrees to and does hereby expressly subordinate such interest to the interests of Owner in the Equipment and to the security interest in the Equipment of any Assignee whether such security interest is presently in existence or hereafter acquired Lessee shall execute all documents requested by Owner or any Assignee to evidence such subordination

(h) During the term of this Lease Lessee agrees to deliver to Lessor a copy of Lessee s annual audited financial statements within a reasonable time after the statements are available

(i) Lessee s covenants representations and warranties shall survive the expiration termination or cancellation of this Lease

(j) If Equipment delivered pursuant to any Equipment Schedule contains any features not specified therein Lessor reserves the right to remove or deactivate any such features at any reasonable time without liability for any down time of any Item of Equipment occasioned thereby

(k) Lessee and Lessor acknowledge that an Equipment Schedule may include certain software ("Software) in which Lessor and Lessee have no ownership or other proprietary rights Where required by the Software owner or manufacturer Lessee shall enter into a license or other agreement for the use of the Software Any Software agreement shall be separate and distinct from this Lease and any Equipment Schedule and Lessor and Assignee shall not have any rights or obligations thereunder

(l) This Lease and any Equipment Schedule may be executed in any number of counterparts each of which shall be deemed an original but all such counterparts together shall constitute but one and the same instrument To the extent that this Lease constitutes chattel paper no security interest in this Lease may be created through the transfer of possession of any counterpart other than an executed counterpart or a photostatic copy of an executed counterpart of this Lease together with an executed Equipment Schedule marked Counterpart No 1 of _____

(m) It is the intention of the parties hereto to comply with applicable usury laws. Accordingly it is agreed that in no event shall this Lease require the payment or permit the collection of interest in excess of the maximum amount permitted by law

LESSOR PACIFIC ATLANTIC SYSTEMS LEASING, INC.

By Hotra U. Heaps

Name _____

Title _____

Counterpart No COPY

LG1000-12C Rev 3
1/93

LESSEE CORE MARK INTERNATIONAL INC.

By _____

Name Suzanne Anderson

Title Treasurer

Vicki L Kottke
Commission # DD 019962
Expires April 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

I HEREBY CER
A TRUE, CORRECT AND COMPLETE
COPY OF THIS DOCUMENT
Vicki L Kottke

ECR No. 2858

MASTER EQUIPMENT LEASE

This **MASTER EQUIPMENT LEASE** ("Master Lease") is effective as of January 9, 1995, and is by and between El Camino Resources, Ltd ("Lessor"), having its principal office at 21051 Warner Center Lane, Woodland Hills, California 91367 and Core-Mark International, Ltd. ("Lessee"), having its principal office at 395 Oyster Point Blvd , Suite 415, South San Francisco, CA 94080

WHEREAS, Pacific Atlantic Systems Leasing International, Inc ("PASLI") entered into a certain lease agreement (the "PASLI Lease"), dated as of June 1, 1993 , and

WHEREAS, Lessee desires to lease equipment from Lessor on the same terms and conditions as those contained in the PASLI Lease

NOW THEREFORE, in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that all the terms and conditions of the PASLI Lease, a copy of which is attached hereto, are incorporated herein, in full, except as follows

1 All references to "Pacific Atlantic Systems Leasing International, Inc " are deleted and replaced by "El Camino Resources Ltd "

2 No rights or remedies referred in Article 2A of the Uniform Commercial Code will be conferred on Lessee unless expressly granted in this Lease or any Equipment Schedule appended hereto

3 Any notices required by this Master Lease shall be transmitted by registered or certified mail or other form of expedited delivery which requires the signature or acknowledgment of the receiving party All such notices shall be issued to the addresses of the parties set forth above, or to such other address as a party may hereafter specify by written notice given in accordance with the requirements of this Section, and shall be deemed given on the earlier of the date received and three (3) days after the date notice is issued

4 The single executed original of this Master Lease and each Equipment Schedule marked "Original" shall be the Original and all other counterparts of each document shall be marked and be "Executed Counterparts" To the extent that each Equipment Schedule together with this Master Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, no security interest in a Equipment Schedule may be created through the transfer or possession of any counterpart other than the Original of such Equipment Schedule together with a copy of this Master Lease

All other terms and conditions of the Master Equipment Lease shall remain the same Nothing herein shall effect the terms of the PASLI Lease which shall remain intact as a separate lease

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date set forth below

ORIGINAL

LESSOR **EL CAMINO RESOURCES, LTD**	**LESSEE** **CORE-MARK INTERNATIONAL, INC.**
By	By
Name	Name Suzanne Anderson
Title	Title Treasurer
Date	Date 1/13/95

doc amd.ecr lease.pasl
12/5/94

GATX Capital

Vicki L. Kottke
Commission # DD 019962
Expires April 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

I HEREBY CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE COPY OF THIS DOCUMENT
Vicki L. Kottke

GATX Technology Services Corporation

Master Lease No 2858

MASTER EQUIPMENT LEASE

This **MASTER EQUIPMENT LEASE** ("Master Lease") is effective as of March 23, 2001, and is by and between GATX TECHNOLOGY SERVICES CORPORATION ("Lessor"), having its principal office at 2502 N Rocky Point Drive, Suite 960, Tampa, Florida 33607 and CORE-MARK INTERNATIONAL INC, ("Lessee"), having its principal office at 395 Oyster Point Blvd, Suite 415, South San Francisco, CA 94080

WHEREAS, Lessee and El Camino Resources, Ltd entered into that certain Master Equipment Agreement No 2858 amended (the "El Camino Lease"), dated as of January 9, 1995, a copy of which is attached hereto, and

WHEREAS, Lessee desires to lease certain additional equipment from Lessor on similar terms and conditions as those contained in the El Camino Lease

NOW THEREFORE, in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows

1 Except as set forth herein, this Master Lease shall be subject to all the terms and conditions of the El Camino Lease, provided, any reference to incorporation of any schedule, exhibit, or the like, into the El Camino Lease shall be deleted in its entirety

2 All references to "El Camino" shall be deleted and replaced with "GATX Technology Services Corporation"

3 Any notices required by this Master Lease shall hereafter be issued to the addresses of the parties set forth above, or to such other address as a party may hereafter specify by written notice given in accordance with the requirements of the Master Lease

4 This Master Lease is a master lease and each Equipment Schedule between the parties is subject to the terms of this Master Lease

Except as set forth herein, nothing in this Master Lease shall be deemed to modify the El Camino Lease which shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the latest date set forth below

LESSOR **GATX TECHNOLOGY SERVICES CORPORATION**	**LESSEE** **CORE-MARK INTERNATIONAL, INC**
Signature X Carol Gevik	Signature X
By Carol Gevik	By Stacy Loretz-Congdon (Print Name)
Title Vice President, Financial Services	Title Treasurer
Date 4/4/01	Date 04/04/01

ELA

V1 1

REV 3/6/01

ASSIGNMENT

FOR VALUE RECEIVED and pursuant to a Master Loan, Security Agreement and Assignment dated September 27, 1995 (the "Agreement"), between the undersigned and FLEET BUSINESS CREDIT, LLC (the "Purchaser"), the undersigned hereby collaterally sells, assigns and transfers to the Purchaser all right, title and interest of the undersigned in and to

(i) Contracts All lease orders or agreements, conditional sale contracts, pay-per-use agreements, notes, security agreements and related rights under master agreements, if any, and/or financing documents and agreements described on Schedule A hereto entered into between undersigned as lessor, seller, provider or lender and the entity named therein as lessee, purchaser, user or borrower (together with any guarantors or other parties obligated in respect of the Contracts, an "Obligor" or the "Obligors"), together with any rights under master lease agreements or other documents which relate to the above described documents, which are covered by or identified in any Assignment (collectively the "Contracts")

(ii) Goods All goods and other property and rights covered by any Contract, together with all accessories, accessions, attachments and appurtenances appertaining or attached to or used in connection with any of such property, whether now owned or hereafter acquired (the "Equipment")

(iii) Obligor Guaranties All guaranties given to undersigned, or under which undersigned has rights, by any person or entity guaranteeing the payment and/or performance of any Contract (an "Obligor Guaranty")

(iv) Rights and Payments All right, title and interest of undersigned in, under and to the Contracts, and all rents and other sums due and to become due thereunder, including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment and all re-lease and/or renewal or extension payments ("Payments")

(v) Software All software products and license agreements or rights covered under any Contract

(vi) Other Security All instruments, documents of title, accounts, general intangibles, money or other property of any kind securing the payment of any Contract

(vii) Substitutions, Renewals, Replacements, Improvements All enhancements to and substitutions, renewals and replacements of, and improvements to any of the foregoing

(viii) Proceeds All cash and non-cash proceeds of any of the foregoing including insurance proceeds and casualty loss payments

Notwithstanding anything herein or in the Agreement to the contrary, the undersigned has not assigned or delegated, and the Purchaser has not assumed or promised to perform, any of the undersigned's duties or obligations under the Contract or with respect to any property referred to in or covered by the Contract

Subject to the provisions of the next paragraph, the terms and conditions of this Assignment, including, but not limited to, the undersigned's warranties with respect to the Contract, the undersigned's obligations to the Purchaser with respect to such Contract, and the limitations of personal and direct liability of the undersigned, are as provided for in the Agreement, to which reference is hereby made for a statement thereof The term "Payments" as used in this Assignment shall have the same meaning herein as in the Agreement

Notwithstanding any other provision of this Assignment or of the Agreement, if the Obligor under the Contract exercises any mid-term extension option contained in the Contract, the undersigned agrees to make a mandatory prepayment of the Loan under Section 10(b) of the Agreement, as if the Contract has ceased to be an Eligible Contract as of the date of the Obligor's extension In connection with any such mandatory prepayment, the undersigned irrevocably commits to offer Purchaser the right to make a new Loan with respect to the extended Contract If Purchaser, in its sole discretion, elects to make a new Loan with respect to the extended Contract, the Loan will be made pursuant to the Agreement, and the loan value of the extended Contract shall be determined by discounting the Balance of Payment of the extended Contract to present value as of the date of the Loan using the then-applicable Discount Rate

This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois

This Assignment shall be binding upon and inure to the benefit of the undersigned and the Purchaser and their respective successors and assigns

GATX Technology Services Corporation (Seller)

By _____
Michael Nadeau

Title Vice President

EXECUTED IN Ann Arbor, Michigan

SCHEDULE A TO ASSIGNMENT FROM GATX TECHNOLOGY SERVICES CORPORATION, IN FAVOR OF FLEET BUSINESS CREDIT, LLC

Contract#	Customer Name	Rem Term
35D103314-087	CORE-MARK INTERNATIONAL, INC	20 00
35A103314-091	CORE-MARK INTERNATIONAL, INC	35 00
35A103314-092	CORE-MARK INTERNATIONAL, INC	36 00

EXHIBIT 1 ATTACHED TO AND MADE A PART OF
SCHEDULE A TO FINANCING STATEMENT
GATX TECHNOLOGY SERVICES CORPORATION (DEBTOR)
FLEET BUSINESS CREDIT, LLC (SECURED PARTY)

SUMMARY OF CONTRACTS AND OBLIGORS

Contract#	Customer Name	Rem Term
35D103314-087	CORE-MARK INTERNATIONAL, INC	20 00
35A103314-091	CORE-MARK INTERNATIONAL, INC	35 00
35A103314-092	CORE-MARK INTERNATIONAL, INC	36 00

SCHEDULE A ATTACHED TOAND MADE A PART OF THAT CERTAIN FINANCING STATEMENT EXECUTED BY GATX TECHNOLOGY SERVICES CORPORATION, AS DEBTOR AND SHOWING FLEET BUSINESS CREDIT LLC, AS SECURED PARTY

This Financing Statement covers the following types or items of property

All of Debtor's right, title and interest whatsoever in and to all of the following properties, rights, interests and privileges, whether now owned or hereafter acquired, and in all cash and non-cash proceeds of any of the foregoing, in any form, including, without limitation, proceeds of insurance policies from the loss thereof

(i) Contracts The lease orders or agreements, conditional sale contracts, pay-per-use agreements, notes, and security agreements summarized on EXHIBIT 1 hereto, and all related rights under master agreements, if any, and/or financing documents and agreements of any kind (collectively the "Contracts") arising out of the lease, rental or provision of, or financing of Equipment to the lessees, purchasers, users or borrowers summarized on EXHIBIT 1 hereto

(ii) Goods All goods and other property and rights covered by any Contract, together with all accessories, accessions, attachments and appurtenances appertaining or attached to or used in connection with any of such property, whether now owned or hereafter acquired, assigned to Secured Party (the "Equipment")

(iii) Obligor Guaranties All guaranties given to Debtor, or under which Debtor has rights, by any person or entity guaranteeing the payment and/or performance of any Contract assigned to Secured Party

(iv) Rights and Payments All right, title and interest of Debtor in, under and to the Contracts assigned to Secured Party, and all rents and other sums due and to become due thereunder, including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment and all re-lease and/or renewal or extension payments

(v) Software All software products and license agreements or rights covered under any Contract

(vi) Other Security All instruments, documents of title, accounts, general intangibles, money or other property of any kind securing the payment of any Contract

(vii) Substitutions, Renewals, Replacements, Improvements All enhancements to and substitutions, renewals and replacements of, and improvements to any of the foregoing

DEBTOR'S SIGNATURE OR INITIALS MDN

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO: (Name and Address)

Return To
LEXIS Document Services
801 Adlai Stevenson Drive
Springfield, IL 62703
Phone (217) 544-5900

1750799 - 1

(FM N) - ("J")
Debtor CORE-MARK INTERNATIONAL INC
Jurs Secretary of State, DE

DELAWARE DEPARTMENT OF STATE
U C C FILING SECTION
FILED 04 07 PM 07/26/2002
INITIAL FILING NUM 2185576 0
AMENDMENT NUMBER 0000000
SRV 020477680

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME: CORE-MARK INTERNATIONAL, INC

OR 1b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c MAILING ADDRESS: 395 OYSTER POINT BLVD., SUITE 415 | CITY: SOUTH SAN FRANCISCO | STATE: CA | POSTAL CODE: 94080 | COUNTRY: USA

1d TAX ID # SSN OR EIN | ADDT'L INFO RE ORGANIZATION DEBTOR | 1e TYPE OF ORGANIZATION: CORP | 1f JURISDICTION OF ORGANIZATION: DE | 1g ORGANIZATIONAL ID #, if any: ☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d TAX ID # SSN OR EIN | ADDT'L INFO RE ORGANIZATION DEBTOR | 2e TYPE OF ORGANIZATION | 2f JURISDICTION OF ORGANIZATION | 2g ORGANIZATIONAL ID # if any: ☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME: GATX TECHNOLOGY SERVICES CORPORATION

OR 3b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c MAILING ADDRESS: 2502 NORTH ROCKY POINT DRIVE - SUITE 960 | CITY: TAMPA | STATE: FL | POSTAL CODE: 33607 | COUNTRY: USA

4 This FINANCING STATEMENT covers the following collateral:

LEASE. EQUIPMENT SCHEDULE NO.087 ISSUED PURSUANT TO MASTER LEASE SCHEDULE NO 2858 DATED 3/23/2001 BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR AND CORE-MARK INTERNATIONAL, INC , AS LESSEE.

EQUIPMENT DESCRIPTION AND LOCATION SEE ATTACHED

5 ALTERNATIVE DESIGNATION if applicable: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6 This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ If applicable | 7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8 OPTIONAL FILER REFERENCE DATA

DE-SOS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/96)

Lexis/Nexis Document Solutions
801 Adlai Stevenson Dr
Springfield, IL 62703-4261

DUPLICATE

EQUIPMENT DESCRIPTION AND LOCATION

Computer equipment located and described below, is leased pursuant to EQUIPMENT SCHEDULE NO 087, under MASTER LEASE AGREEMENT dated 03/23/2001 between CORE-MARK INTERNATIONAL INC as Lessee and GATX TECHNOLOGY SERVICES CORPORATION as Lessor This filing is for informational purposes only The transaction covered by this filing is considered to be a true lease by the parties hereto

Qty	Model	Manufacturer	Description	Serial Number
1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000036
CORE MARK INTERNATIONAL INC
3970 PELL CIRCLE
SACRAMENTO CA 95798

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	

Qty	Model	Manufacturer	Description	Serial Number
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
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1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000039
CORE MARK INTERNATIONAL, INC
2311 E 48TH ST
LOSANGELES, CA 90001

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
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1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	

Qty	Model	Manufacturer	Description	Serial Number
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000041
CORE MARK INTERNATIONAL, INC
31300 MEDALLION DR , ATTN ACCOUNTS PAYABLE
HAYWARD, CA 94540

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	10-35883
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000042
CORE MARK INTERNATIONAL, INC
353 MEYER CIRCLE
CORONA, CA 92877

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	

Qty	Model	Manufacturer	Description	Serial Number
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000044
CORE MARK INTERNATIONAL, INC
13551 SE JOHNSON RD
MILWAUKIE, OR 97222

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000045

Qty	Model	Manufacturer	Description	Serial Number

CORE MARK INTERNATIONAL INC
5600 2ND ST NW
ALBUQUERQUE, NM 87100

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6 PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000046
CORE MARK INTERNATIONAL, INC
8225 30TH ST SE
CALGARY, AB T2C 1H7

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	

Qty	Model	Manufacturer	Description	Serial Number
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000048
CORE MARK INTERNATIONAL INC
ACCOUNTS PAYABLE 3650 FRASIER ST
AURORA CO 80010

[redacted]

UCC
FOLLOW
A. NAME
B. SEND

Return to
LEXIS Document Services
801 Adlai Stevenson Drive
Springfield, IL 62703
Phone. (217) 544-5000

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(FM N) - ("J")
Debtor CORE-MARK INTERNATIONAL INC
Ture Secretary of State, DE

DELAWARE DEPARTMENT OF STATE
U C C FILING SECTION
FILED 04 04 PM 07/26/2002
INITIAL FILING NUM 2185574 5
AMENDMENT NUMBER 0000000
SRV 020477688

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
CORE-MARK INTERNATIONAL, INC

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 395 OYSTER POINT BLVD , SUITE 415
CITY: SOUTH SAN FRANCISCO | STATE: CA | POSTAL CODE: 94080 | COUNTRY: USA

1d. TAX ID # SSN OR EIN | ADDI'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corp | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any ☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID # SSN OR EIN | ADDI'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID # if any ☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
GATX TECHNOLOGY SERVICES CORPORATION

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 2502 NORTH ROCKY POINT DRIVE - SUITE 960
CITY: TAMPA | STATE: FL | POSTAL CODE: 33607 | COUNTRY: USA

4 This FINANCING STATEMENT covers the following collateral:

LEASE EQUIPMENT SCHEDULE NO 091 ISSUED PURSUANT TO MASTER LEASE SCHEDULE NO 2858 DATED 3/23/2001 BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR AND CORE-MARK INTERNATIONAL, INC , AS LESSEE

EQUIPMENT DESCRIPTION AND LOCATION. SEE ATTACHED

5. ALTERNATIVE DESIGNATION if applicable | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) optional | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
DE-SOS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/98)

LexisNexis Document Solutions
801 Adlai Stevenson Dr
Springfield, IL 62703-4261

DUPLICATE

EQUIPMENT DESCRIPTION AND LOCATION

Computer equipment located and described below is leased pursuant to EQUIPMENT SCHEDULE NO 091 under MASTER LEASE AGREEMENT dated 03/23/2001 between CORE-MARK INTERNATIONAL INC , as Lessee and GATX TECHNOLOGY SERVICES CORPORATION as Lessor This filing is for informational purposes only The transaction covered by this filing is considered to be a true lease by the parties hereto

Qty	Model	Manufacturer	Description	Serial Number
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (91B7B	
1	9406-0057	IBM	9309-002 RACK W/SPCN FOR (91B7B)	
1	9406-0084	IBM	3570-CIX RACK MOUNT ATTCH FOR (91B7B	
3	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (91B7	
11	9406-0349		V 24 50-FT PCI CABLE FOR (91B7B)	
2	9406-0354		V 35 50 FT PCI CABLE FOR (91B7B)	
1	9406-0829	IBM	4318 LOAD SOURCE SPECIFY FOR (91B7B	
1	9406-1416		200V 14-FT WTRTGHT LINE CORD FOR (91	
2	9406-1454		200V 12A 14-FT TL LIND CORD FOR (91B	
1	9406-1460		3M COPPER HSL CABLE FOR (91B7B)	
1	9406-1461		6M COPPER HSL CABLE FOR (91B7B)	
1	9406-1462		15M COPPER HSL CABLE FOR (91B7B)	
1	9406-1463		2M SPCN CABLE FOR (91B7B)	
1	9406-1464		6M SPCN CABLE FOR (91B7B)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (91B7B	
1	9406-2437	IBM	MODEL 820 2-WAY PROCESSOR FOR (91B7B	
5	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (91B7B)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
6	9406-2843	IBM	PCI IOP FOR (91B7B)	
4	9406-3006	IBM	512MB MAIN STORAGE FOR (91B7B)	
4	9406-3007	IBM	1GB MAIN STORAGE FOR (91B7B)	
40	9406-4318	IBM	HARDDRIVE	
2	9406-4425	IBM	CD-ROM FOR (91B7B)	
1	9406-4525	IBM	CD-ROM FOR (91B7B)	
7	9406-4745	IBM	PCI WAN IOA FOR (91B7B)	
3	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA (91B7	
2	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (91B7B	
5	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR (91B	
2	9406-5074	IBM	PCI EXPANSION TOWER FOR (91B7B)	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (91B	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (91B7B)	
1	9406-5906	IBM	SUPPLY FEAT PSF/400 1-45IPM	
1	9406-7127	IBM	DASD EXPANSION UNIT FOR (91B7B)	
1	9406 820	IBM	I SERIES 400	91B7B
1	SOFTWARE		I SERIES CLIENT ACCSS WIN FAM	
1	SOFTWARE		OPERATING SYSTEM/400	
1	SOFTWARE		SW SUBSCRIPTION 3-YEAR	

Equipment Location 0001003367-00000010
CORE-MARK INTERNATIONAL INC
13211 DELF PLACE #601
RICHMOND, BC V6V 2A2

[redacted]

UCC FINANCING STATEMENT FOLLOW

A. NAME

B. SEND

LEXIS Document Services
801 Adlai Stevenson Drive
Springfield, IL 62703
Phone: (217) 544-5000

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(FM N) ("J")
Debtor: CORE-MARK INTERNATIONAL INC
Jurisdiction: Secretary of State DE

DELAWARE DEPARTMENT OF STATE
U C C FILING SECTION
FILED 04 03 PM 07/26/2002
INITIAL FILING NUM 2185571 I
AMENDMENT NUMBER 0000000
SRV 020477693

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: CORE-MARK INTERNATIONAL, INC

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 395 OYSTER POINT BLVD., SUITE 415 | CITY: SOUTH SAN FRANCISCO | STATE: CA | POSTAL CODE: 94080 | COUNTRY: USA

1d. TAX ID # SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corp. | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID # SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID # if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GATX TECHNOLOGY SERVICES CORPORATION

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 2502 NORTH ROCKY POINT DRIVE - SUITE 960 | CITY: TAMPA | STATE: FL | POSTAL CODE: 33607 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

LEASE: EQUIPMENT SCHEDULE NO 092 ISSUED PURSUANT TO MASTER LEASE SCHEDULE NO 2858 DATED 3/23/2001 BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR AND CORE-MARK INTERNATIONAL, INC , AS LESSEE.

EQUIPMENT DESCRIPTION AND LOCATION SEE ATTACHED

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE) | ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

DE-SOS

ACKNOWLEDGMENT COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/96)

Lexis Document Solutions
801 Adlai Stevenson Dr
Springfield, IL 62703-4261

DUPLICATE

EQUIPMENT DESCRIPTION AND LOCATION

Computer equipment located and described below, is leased pursuant to EQUIPMENT SCHEDULE NO 092, under MASTER LEASE AGREEMENT dated 03/23/2001 between CORE-MARK INTERNATIONAL INC , as Lessee and GATX TECHNOLOGY SERVICES CORPORATION as Lessor This filing is for informational purposes only The transaction covered by this filing is considered to be a true lease, by the parties hereto

Qty	Model	Manufacturer	Description	Serial Number
3	7210-025		DVE-RAM DRIVE FOR (9F1AB)	
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (9F1AB)	
7	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (9F1A	
3	9406-0162	IBM	EXTENDED SINGLE ENDED ATTACH FOR (9F	
23	9406 0349		V 24 EIA232 50FT PCI CABLE FOR (9F1	
4	9406-0354		V 35 50-FT PCI CABLE FOR (9F1AB)	
1	9406-0829	IBM	4318 LOAD SPECIFY FOR (9F1AB)	
1	9406 1417		200V 14FT WTRTGHT LINE CORD FOR (9F1	
3	9406-1454		200V 12A 14-FT TL LINE CORD FOR (9F1	
4	9406 1461		6M COPPER HSL CABLE FOR (9F1AB)	
1	9406-1462		15M COPPER HSL CABLE FOR (9F1AB)	
4	9406-1464		6M SPCN CABLE FOR (9F1AB)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (9F1AB	
1	9406-2438	IBM	MODEL 820 4-WAY PROCESSOR FOR (9F1AB	
9	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (9F1AB)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
3	9406-2768	IBM	PCI MAGNETIC MEDIA CTLR FOR (9F1AB)	
12	9406-2843	IBM	PCI IOP FOR (9F1AB)	
12	9406-3007	IBM	1GB MAIN STORAGE FOR (9F1AB)	
89	9406-4318	IBM	HARDDRIVE	
3	9406-4425		CD-ROM FOR (9F1AB)	
1	9406-4525		CD-ROM FOR (9F1AB)	
14	9406-4745	IBM	PCI WAN IOA FOR (9F1AB)	
7	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA FOR (9	
7	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (9F1AB)	
7	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR(9F1A	
3	9406-5074	IBM	PCI EXPANSION TOWER FOR (9F1AB)	
1	9406-5078	IBM	PCI EXPANSION UNIT FOR (9F1AB)	
2	9406-5101	IBM	30 DISC EXPANSION FEATURE FOR (9F1A	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (9F	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (9F1AB)	
1	9406-820	IBM	I SERIES 400	9F1AB
3	9406-9752		2 5HD 68/HD68 SCSI CABLE FOR (9F1A	
3	9406-9800		2 7M POWER CORD 125V 15US FOR (9F1A	
1	SOFTWARE		AS/400 SW SUB 3 YEAR PREPAY FOR (9F1	
1	SOFTWARE		ISERIES ACCESS FOR (9F1AB)	
1	SOFTWARE		OPERATING SYSTEM/400 FOR (9F1AB)	
22	SOFTWARE		P40 UPGRADE FR P30/M0 OTC RATE (9F1A	
1	SOFTWARE		PERFORMANCE TOOLS ISERIES FOR (9F1AB	
1	SOFTWARE		PG P40 OTC UPG (P30) MANAGER FOR (9F	
1	SOFTWARE		SOFTWARE VERSION V5R1 (9F1AB)	
1	SOFTWARE		SUPPLY FEAT PSF/400 1-45IPM FOR (9F1	
1	SOFTWARE		SYS/38 UTILITIES FOR ISERIES FOR (9F	

DUPLICAT

Qty	Model	Manufacturer	Description	Serial Number

Equipment Location 0001003367-00000010
CORE-MARK INTERNATIONAL INC
13211 DELF PLACE #601
RICHMOND BC V6V 2A2

replaces - #62
GATX Technology Services Corporation
$5849.00 exp 4/30/02

GATX

EQUIPMENT SCHEDULE NO 087
TO MASTER EQUIPMENT LEASE NO 2858 DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC , ("LESSEE")

ORIGINAL

SECTION I - EQUIPMENT DESCRIPTION AND TERMS

LESSEE
Core-Mark International, Inc
395 Oyster Point Blvd Suite 415
So San Francisco, CA 94080

EQUIPMENT LOCATION

See Attached Equipment Addendum

A **EQUIPMENT DESCRIPTION** See Attached Equipment Addendum

B **BASIC TERM** 24 months

C **RENT** $1,487 00, In Advance, Plus Tax

D **COMMENCEMENT DATE** May 1, 2002

SECTION II - SPECIAL TERMS AND CONDITIONS

PURCHASE OPTION Provided no Event of Default has occurred and is continuing under the terms of the Master Equipment Lease and this Equipment Schedule, and all amounts due are paid, upon written notice to Lessor between 120 days and 90 days prior to the expiration of the Initial Term, Lessee shall have the option to purchase all, but not less than all, the Equipment at the expiration of the Initial Term, or any extension thereof, for a purchase price equal to the fair market value of the Equipment, such fair market value to be determined by the mutual agreement of Lessee and Lessor with the assumption the Equipment is being sold "in place and in use"

TERMINATION Provided no Event of Default has occurred and is continuing, on the Commencement Date of this Equipment Schedule No 087, the lease term and rental obligation for Equipment Schedule No 062, shall terminate

Reference is made to that certain Master Equipment Lease between Lessor and Lessee dated March 23 2001 Upon acceptance of the Equipment as specified in the Acceptance Certificate, Lessee will lease from Lessor the Equipment identified above subject to the terms and conditions set forth herein and in the Master Equipment Lease Lessee authorizes Lessor to file, without Lessee's signature, any Uniform Commercial Code financing statement set forth in Section 13 (g) of the Master Equipment Lease

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule to the Master Equipment Lease as of the latest date set forth below

LESSOR
GATX TECHNOLOGY SERVICES CORPORATION

Signature X [signature]
By Carol Gevik (Print Name)
Title Vice President, Financial Services
Date 6-24-02

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X [signature]
By STACY LOPEZ-CONGDON (Print Name)
Title Treasurer
Date 6/10/02

MEMBER ELA
Equipment Leasing Association

GATX

GATX Technology Services Corporation

ORIGINAL

ACCEPTANCE CERTIFICATE
TO EQUIPMENT SCHEDULE NO 087
TO MASTER EQUIPMENT LEASE NO 2858
DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC ("LESSEE")

LESSEE	EQUIPMENT LOCATION
Core-Mark International, Inc 395 Oyster Point Blvd, Suite 415 San Francisco, CA 94080	As set forth in the applicable Equipment Schedule Equipment Addendum

Pursuant to Equipment Schedule 087 to Master Equipment Lease No 2858 Dated March 23, 2001 (the "Lease") between GATX Technology Services Corporation ("Lessor") and the undersigned ("Lessee"), Lessee hereby certifies that the Units of Equipment described in the Equipment Schedule and below have been delivered to the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Equipment Schedule on the Installation Date(s) set forth below

The Installation date in respect to such Equipment is May 1, 2002

IN WITNESS WEREOF, the undersigned has executed this Acceptance Certificate as of the Installation Date set forth above

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X [signature]

By Stacy Loretz-Congdon
(Print Name)

Title Treasurer

Date 6/10/02

MEMBER ELA Equipment Leasing Association

EQUIPMENT ADDENDUM
TO
EQUIPMENT SCHEDULE NO. 087
BETWEEN
GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR
AND
CORE-MARK INTERNATIONAL, INC , AS LESSEE

ORIGINAL

Qty	Model	Manufacturer	Description	Serial Number
1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000036
CORE MARK INTERNATIONAL INC
3970 PELL CIRCLE
SACRAMENTO CA 95798

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD
1	5692-AIX	IBM	SIPO SPECIFY
1	5765-4009	IBM	AIX 4 2 1-2 USERS
6	5765-4012	IBM	DS 4 2 USERS
1	5765-5005	IBM	SOFTWARE FEATURE CODE
1	5765-C34	IBM	AIX VER 4
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-

Qty	Model	Manufacturer	Description	Serial Number
3	7025 2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000039
CORE MARK INTERNATIONAL INC
2311 E 48TH ST
LOSANGELES CA 90001

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB 64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257 R01	IBM	SYSBACK 6000	

Qty	Model	Manufacturer	Description	Serial Number
2	SOFTWARE		SOFTWARE	

Equipment Location. 0001003367-00000041
CORE MARK INTERNATIONAL, INC
31300 MEDALLION DR ATTN ACCOUNTS PAYABLE
HAYWARD, CA 94540

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	10-35883
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location. 0001003367-00000042
CORE MARK INTERNATIONAL INC
353 MEYER CIRCLE
CORONA CA 92877

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD
1	5692-AIX	IBM	SIPO SPECIFY
1	5765-4009	IBM	AIX 4 2 1-2 USERS
6	5765-4012	IBM	DS 4 2 USERS
1	5765-5005	IBM	SOFTWARE FEATURE CODE
1	5765-C34	IBM	AIX VER 4
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD
1	7025 2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-

Qty	Model	Manufacturer	Description	Serial Number
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000044
CORE MARK INTERNATIONAL INC
13551 SE JOHNSON RD
MILWAUKIE OR 97222

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765 C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000045

Qty	Model	Manufacturer	Description	Serial Number

CORE MARK INTERNATIONAL INC
5600 2ND ST NW
ALBUQUERQUE NM 87100

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692 AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025 6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000046
CORE MARK INTERNATIONAL, INC
8225 30TH ST SE
CALGARY, AB T2C 1H7

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765 5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	

Qty	Model	Manufacturer	Description	Serial Number
2	7025-4129	IBM	16MB 64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000048
CORE MARK INTERNATIONAL, INC
ACCOUNTS PAYABLE, 3650 FRASIER ST
AURORA, CO 80010

GATX

GATX Technology Services Corporation

ORIGINAL

EQUIPMENT SCHEDULE NO 091
TO MASTER EQUIPMENT LEASE NO 2858 DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC , ("LESSEE")

SECTION I - EQUIPMENT DESCRIPTION AND TERMS

LESSEE
Core-Mark International, Inc
395 Oyster Point Blvd Suite 415
So San Francisco, CA 94080

EQUIPMENT LOCATION

See Attached Equipment Addendum

A **EQUIPMENT DESCRIPTION** See Attached Equipment Addendum

B **BASIC TERM** 36 months

C **RENT** $13,215 00, In Advance, Plus Tax

D **COMMENCEMENT DATE** August 1, 2002

SECTION II - SPECIAL TERMS AND CONDITIONS

Renewal Option Provided no Event of Default has occurred and is continuing under the terms of the Master Equipment Lease and this Equipment Schedule, and all amounts due are paid, upon written notice to Lessor between 120 days and 90 days prior to the expiration of the Initial Term, Lessee shall have the option to renew all, but not less than all, the Equipment at the expiration of the Initial Term for a desired fixed renewal term, at the then current fair market rental value determined by the mutual agreement of Lessee and Lessor with the assumption that the Equipment is being leased "in place and in use"

Reference is made to that certain Master Equipment Lease between Lessor and Lessee dated March 23 2001 Upon acceptance of the Equipment as specified in the Acceptance Certificate Lessee will lease from Lessor the Equipment identified above subject to the terms and conditions set forth herein and in the Master Equipment Lease Lessee authorizes Lessor to file without Lessee's signature, any Uniform Commercial Code financing statement set forth in Section 13 (g) of the Master Equipment Lease

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule to the Master Equipment Lease as of the latest date set forth below

LESSOR
GATX TECHNOLOGY SERVICES CORPORATION

Signature X [signature]
By Carol Gevik (Print Name)
Title Vice President, Financial Services
Date 6-24-02

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X [signature]
By Stacey Loretz-Congdon (Print Name)
Title Treasurer
Date 6/21/02

MEMBER ELA Equipment Leasing Association

ORIGINAL

EQUIPMENT ADDENDUM
TO
EQUIPMENT SCHEDULE NO. 091
BETWEEN
GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR
AND
CORE-MARK INTERNATIONAL, INC., AS LESSEE

Qty	Model	Manufacturer	Description	Serial Number
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (91B7B	
1	9406-0057	IBM	9309-002 RACK W/SPCN FOR (91B7B)	
1	9406-0084	IBM	3570-CIX RACK MOUNT ATTCH FOR (91B7B	
3	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (91B7	
11	9406-0349		V 24 50-FT PCI CABLE FOR (91B7B)	
2	9406-0354		V 35 50 FT PCI CABLE FOR (91B7B)	
1	9406-0829	IBM	4318 LOAD SOURCE SPECIFY FOR (91B7B	
1	9406-1416		200V 14-FT WTRTGHT LINE CORD FOR (91	
2	9406-1454		200V 12A 14-FT TL LIND CORD FOR (91B	
1	9406-1460		3M COPPER HSL CABLE FOR (91B7B)	
1	9406-1461		6M COPPER HSL CABLE FOR (91B7B)	
1	9406-1462		15M COPPER HSL CABLE FOR (91B7B)	
1	9406-1463		2M SPCN CABLE FOR (91B7B)	
1	9406-1464		6M SPCN CABLE FOR (91B7B)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (91B7B	
1	9406-2437	IBM	MODEL 820 2-WAY PROCESSOR FOR (91B7B	
5	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (91B7B)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
6	9406-2843	IBM	PCI IOP FOR (91B7B)	
4	9406-3006	IBM	512MB MAIN STORAGE FOR (91B7B)	
4	9406-3007	IBM	1GB MAIN STORAGE FOR (91B7B)	
40	9406-4318	IBM	HARDDRIVE	
2	9406-4425	IBM	CD-ROM FOR (91B7B)	
1	9406-4525	IBM	CD-ROM FOR (91B7B)	
7	9406-4745	IBM	PCI WAN IOA FOR (91B7B)	
3	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA (91B7	
2	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (91B7B	
5	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR (91B	
2	9406-5074	IBM	PCI EXPANSION TOWER FOR (91B7B)	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (91B	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (91B7B)	
1	9406-5906	IBM	SUPPLY FEAT PSF/400 1-45IPM	
1	9406-7127	IBM	DASD EXPANSION UNIT FOR (91B7B)	
1	9406-820	IBM	I SERIES 400	91B7B
1	SOFTWARE		I SERIES CLIENT ACCSS WIN FAM	
1	SOFTWARE		OPERATING SYSTEM/400	
1	SOFTWARE		SW SUBSCRIPTION 3-YEAR	

Equipment Location 0001003367-00000010
CORE-MARK INTERNATIONAL, INC
13211 DELF PLACE #601
RICHMOND BC V6V 2A2

GATX

GATX Technology Services Corporation

ORIGINAL

ACCEPTANCE CERTIFICATE
TO EQUIPMENT SCHEDULE NO 091
TO MASTER EQUIPMENT LEASE NO 2858
DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC ("LESSEE")

LESSEE	EQUIPMENT LOCATION
Core-Mark International, Inc 395 Oyster Point Blvd, Suite 415 San Francisco, CA 94080	See Attached Equipment Addendum

Pursuant to Equipment Schedule 091 to Master Equipment Lease No 2858 Dated March 23, 2001 (the "Lease") between GATX Technology Services Corporation ("Lessor") and the undersigned ("Lessee"), Lessee hereby certifies that the Units of Equipment described in the Equipment Schedule and below have been delivered to the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Equipment Schedule on the Installation Date(s) set forth below

The Installation date in respect to such Equipment is August 1, 2002

IN WITNESS WHEREOF, the undersigned has executed this Acceptance Certificate as of the Installation Date set forth above

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X [signature]

By Stacy Loretz-Congdon
(Print Name)

Title Treasurer

Date 6/21/02

MEMBER ELA Equipment Leasing Association

GATX

GATX Technology Services Corporation

ORIGINAL

EQUIPMENT SCHEDULE NO 092
TO MASTER EQUIPMENT LEASE NO 2858 DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC , ("LESSEE")

SECTION I - EQUIPMENT DESCRIPTION AND TERMS

LESSEE
Core-Mark International, Inc
395 Oyster Point Blvd Suite 415
So San Francisco, CA 94080

EQUIPMENT LOCATION

See Attached Equipment Addendum

A **EQUIPMENT DESCRIPTION** See Attached Equipment Addendum

B **BASIC TERM** 36 months

C **RENT** $25,940 00 In Advance, Plus Tax

D **COMMENCEMENT DATE** September 1, 2002

SECTION II - SPECIAL TERMS AND CONDITIONS

Renewal Option Provided no Event of Default has occurred and is continuing under the terms of the Master Equipment Lease and this Equipment Schedule, and all amounts due are paid, upon written notice to Lessor between 120 days and 90 days prior to the expiration of the Initial Term, Lessee shall have the option to renew all, but not less than all, the Equipment at the expiration of the Initial Term for a desired fixed renewal term, at the then current fair market rental value determined by the mutual agreement of Lessee and Lessor with the assumption that the Equipment is being leased "in place and in use"

Termination Provided no Event of Default has occurred and is continuing, on the Commencement Date of this Schedule No 092 the lease term and rental obligation for Schedule No 083, shall terminate

Reference is made to that certain Master Equipment Lease between Lessor and Lessee dated March 23 2001 Upon acceptance of the Equipment as specified in the Acceptance Certificate Lessee will lease from Lessor the Equipment identified above subject to the terms and conditions set forth herein and in the Master Equipment Lease Lessee authorizes Lessor to file without Lessee's signature, any Uniform Commercial Code financing statement set forth in Section 13 (g) of the Master Equipment Lease

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule to the Master Equipment Lease as of the latest date set forth below

LESSOR
GATX TECHNOLOGY SERVICES CORPORATION

Signature X Carol Gevik
By Carol Gevik
Title Vice President, Financial Services
Date 6-24-02

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X
By Stacy Loeffler-Congdon (Print Name)
Title Treasurer
Date 6/21/02

MEMBER ELA

ORIGINAL

EQUIPMENT ADDENDUM
TO
EQUIPMENT SCHEDULE NO. 092
BETWEEN
GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR
AND
CORE-MARK INTERNATIONAL, INC., AS LESSEE

Qty	Model	Manufacturer	Description	Serial Number
3	7210-025		DVE-RAM DRIVE FOR (9F1AB)	
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (9F1AB)	
7	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (9F1A	
3	9406-0162	IBM	EXTENDED SINGLE ENDED ATTACH FOR (9F	
23	9406-0349		V 24 EIA232 50FT PCI CABLE FOR (9F1	
4	9406-0354		V 35 50-FT PCI CABLE FOR (9F1AB)	
1	9406-0829	IBM	4318 LOAD SPECIFY FOR (9F1AB)	
1	9406-1417		200V 14FT WTRTGHT LINE CORD FOR (9F1	
3	9406-1454		200V 12A 14-FT TL LINE CORD FOR (9F1	
4	9406-1461		6M COPPER HSL CABLE FOR (9F1AB)	
1	9406-1462		15M COPPER HSL CABLE FOR (9F1AB)	
4	9406-1464		6M SPCN CABLE FOR (9F1AB)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (9F1AB	
1	9406-2438	IBM	MODEL 820 4-WAY PROCESSOR FOR (9F1AB	
9	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (9F1AB)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
3	9406-2768	IBM	PCI MAGNETIC MEDIA CTLR FOR (9F1AB)	
12	9406-2843	IBM	PCI IOP FOR (9F1AB)	
12	9406-3007	IBM	1GB MAIN STORAGE FOR (9F1AB)	
89	9406-4318	IBM	HARDDRIVE	
3	9406-4425		CD-ROM FOR (9F1AB)	
1	9406-4525		CD-ROM FOR (9F1AB)	
14	9406-4745	IBM	PCI WAN IOA FOR (9F1AB)	
7	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA FOR (9	
7	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (9F1AB)	
7	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR(9F1A	
3	9406-5074	IBM	PCI EXPANSION TOWER FOR (9F1AB)	
1	9406-5078	IBM	PCI EXPANSION UNIT FOR (9F1AB)	
2	9406-5101	IBM	30 DISC EXPANSION FEATURE FOR (9F1A	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (9F	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (9F1AB)	
1	9406 820	IBM	I SERIES 400	9F1AB
3	9406-9752		2 5HD 68/HD68 SCSI CABLE FOR (9F1A	
3	9406-9800		2 7M POWER CORD 125V 15US FOR (9F1A	
1	SOFTWARE		AS/400 SW SUB 3 YEAR PREPAY FOR (9F1	
1	SOFTWARE		ISERIES ACCESS FOR (9F1AB)	
1	SOFTWARE		OPERATING SYSTEM/400 FOR (9F1AB)	
22	SOFTWARE		P40 UPGRADE FR P30/M0 OTC RATE (9F1A	
1	SOFTWARE		PERFORMANCE TOOLS ISERIES FOR (9F1AB	
1	SOFTWARE		PG P40 OTC UPG (P30) MANAGER FOR (9F	
1	SOFTWARE		SOFTWARE VERSION V5R1 (9F1AB)	
1	SOFTWARE		SUPPLY FEAT PSF/400 1-45IPM FOR (9F1	
1	SOFTWARE		SYS/38 UTILITIES FOR ISERIES FOR (9F	

ORIGINAL

Qty	Model	Manufacturer	Description	Serial Number

Equipment Location **0001003367-00000010**
CORE-MARK INTERNATIONAL INC
13211 DELF PLACE #601
RICHMOND BC V6V 2A2

GATX

GATX Technology Services Corporation

ORIGINAL

ACCEPTANCE CERTIFICATE
TO EQUIPMENT SCHEDULE NO 092
TO MASTER EQUIPMENT LEASE NO 2858
DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC ("LESSEE")

LESSEE	EQUIPMENT LOCATION
Core-Mark International, Inc 395 Oyster Point Blvd, Suite 415 San Francisco, CA 94080	See Attached Equipment Addendum

Pursuant to Equipment Schedule 092 to Master Equipment Lease No 2858 Dated March 23, 2001 (the "Lease") between GATX Technology Services Corporation ("Lessor") and the undersigned ("Lessee"), Lessee hereby certifies that the Units of Equipment described in the Equipment Schedule and below have been delivered to the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Equipment Schedule on the Installation Date(s) set forth below

The Installation date in respect to such Equipment is September 1, 2002

IN WITNESS WHEREOF, the undersigned has executed this Acceptance Certificate as of the Installation Date set forth above

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X [signature]

By STACY LOVITZ-Congdon
(Print Name)

Title Treasurer

Date 6/21/02

MEMBER ELA
Equipment Leasing Association

Fleet Capital Leasing

One South Wacker Drive-Suite 3800
Chicago IL 60606
312 782 8080
312 782 6486

Wednesday, August 27, 2003

BANKRUPTCY MANAGEMENT CORPORATION
Claims Department
1330 East Franklin Avenue
El Segundo, CA 90245

ATTN Bankruptcy Clerk's Office

REF PROOF OF CLAIM
NAME OF DEBTOR CORE-MARK INTERNATIONAL, INC CASE NO 03-10944-MFW CHAPTER 11 FILED 4/1/2003 (DEBTOR) PENDING BANKRUPTCY CASES FILED BY AFFILAITES OF THE DEBTOR FLEMING COMPANIES, INC CASE NO 03-10945

Dear Sir or Madam

Enclosed are the original and copy of the Proof of Claim to be filed in the above referenced matter
PLEASE FILE THE ORIGINAL PROOF OF CLAIM AND RETURN A COURT-STAMPED COPY

A pre-stamped envelope has been provided

Sincerely,

Madeline M Arreguin
Administrator
312-853-1479

CC Enclosures

I HEREBY CERTIFY THAT THIS
A TRUE, CORRECT AND COMPLETE
COPY OF THIS DOCUMENT.

Vicki L. Kottke

Vicki L. Kottke
Commission # DD 019962
Expires April 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

LEASE AGREEMENT

PACIFIC ATLANTIC SYSTEMS
1601 ("Lessor")

Vicki L. Kottke
Commission # DD 019962
Expires April 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

I HEREBY CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE COPY OF THIS DOCUMENT
Vicki L. Kottke

Pacific Atlantic
SYSTEMS LEASING

LEASE AGREEMENT

This Lease Agreement dated 6-1, 1993 is made between PACIFIC ATLANTIC SYSTEMS LEASING, INC. with its home office at 11811 North Tatum Boulevard Suite 2000, Phoenix, Arizona 85028-1601 ("Lessor") and CORE MARK INTERNATIONAL INC. with an office at 395 Oyster Point Blvd., Suite 415, So. San Francisco, CA 94080 (Lessee) The parties agree as follows

1 LEASE

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment and/or features (Equipment) described in Equipment Schedule(s) referencing this Lease Agreement Each Equipment Schedule shall constitute a separate lease In the event of a conflict between the terms and conditions of this Lease Agreement and the terms and conditions of any Equipment Schedule or any amendment addendum or rider thereto the terms and conditions of such Equipment Schedule amendment addendum or rider shall prevail Any reference to Lease shall mean this Lease Agreement the applicable Equipment Schedule and any amendments addenda or riders thereto

2 DEFINITIONS

(a) Installation Date means the date determined in accordance with the applicable Equipment Schedule

(b) Commencement Date means as to all Equipment designated on any Equipment Schedule where the Installation Date for the Item of Equipment (an Item of Equipment shall mean (i) a machine and its features or (ii) a feature) last to be installed falls on the first day of the month that date or in any other case the first day of the month following the month in which the Item of Equipment last to be installed was installed

(c) Daily Rental means 1/30th of the amount set forth as the Monthly Rental for each Item of Equipment on the applicable Equipment Schedule

3 TERM OF LEASE

The term of this Lease as to each Item of Equipment designated on any Equipment Schedule shall commence on the Installation Date for such Item of Equipment and shall continue for an initial period ending that number of months from the Commencement Date as is specified on the applicable Equipment Schedule (Initial Term) The term of this Lease for all such Equipment shall be automatically extended for successive three-month periods until terminated by either party giving to the other not less than ~~six~~ three (3) months prior irrevocable written notice of termination Any such termination shall be effective only on the later of (a) the last day of the Initial Term or the last day of any such successive period or (b) the date the Equipment has been recertified for maintenance

4 RENTAL

The monthly rental (Monthly Rental) for each Item of Equipment payable hereunder is as set forth in the applicable Equipment Schedule Rental for each Item of Equipment shall begin to accrue on the Installation Date of such Item of Equipment and shall be due and payable by Lessee in advance on the first day of each month whether or not Lessee has received any notice that such payment is due If the Installation Date does not fall on the first day of the month, the rental for that period of time from the Installation Date until the first day of the succeeding month shall be an amount equal to the Daily Rental multiplied by the number of days from (and including) the Installation Date to (but not including) the first day of the succeeding month and shall be due and payable on the Installation Date. The Monthly Rental set forth on the applicable Equipment Schedule is conditioned upon the federal corporate income tax rate in effect on the Installation Date ~~Should the federal corporate income tax rate be~~ increased during the term of the applicable Equipment ~~Schedule~~ all Monthly Rental payments commencing with the ~~first payment~~ due after the effective date of such tax rate ~~increase, shall~~ be increased so as to maintain the net economic ~~after-tax~~ yield cash flow and rate of return Lessor originally ~~anticipated based on the foregoing tax rate assumption.~~

In addition to the Monthly Rental set forth in the Equipment Schedule(s) Lessee shall pay to Lessor an amount equal to all taxes paid payable or required to be collected by Lessor however designated which are levied or based on the rental on the Lease or on the Equipment or its purchase sale ownership delivery possession use lease operation control or value (including without limitation state and local privilege or excise taxes based on gross revenue) any penalties or interest in connection therewith not arising from negligence on the part of Lessor or taxes or amounts in lieu thereof paid or payable by Lessor in respect of the foregoing but excluding taxes on Lessor s net income

Lessor shall be responsible for the timely filing of all necessary personal property tax returns or declarations and shall pay all personal property taxes levied or assessed against the Equipment during the Initial Term of the applicable Equipment Schedule and all renewals and extensions thereof before the taxes become delinquent Promptly upon presentation of evidence of liability for personal property taxes by Lessor to Lessee Lessee shall reimburse Lessor for all amounts of personal property taxes due without proration

Interest on any past due payments shall accrue at the rate of 1½ percent per month or if such rate shall exceed the maximum rate allowed by law then at such maximum rate and shall be payable on demand Charges for taxes penalties and interest shall be promptly paid by Lessee when invoiced by Lessor

5 INSTALLATION, USE, DISCONTINUANCE, AND MODIFICATION OF EQUIPMENT

(a) Lessor shall have the sole right and option to make all the arrangements for (i) the transportation of each Item of Equipment to and the installation of each Item of Equipment at the Equipment Location stated in the applicable Equipment Schedule and (ii) the discontinuance disassembly packing and transportation of each Item of Equipment from the Equipment Location to a location of Lessor s choice within the continental United States upon the termination of the applicable Equipment Schedule (by expiration or otherwise) as to such Item of Equipment

(b) Lessee shall (i) make all arrangements for rigging and drayage if applicable with respect to the Equipment and (ii) furnish suitable electric current required to operate the Equipment and a specific area in the Equipment Location which is suitable for the operation of the Equipment and complies with the applicable directives issued by the manufacturer thereof and by Lessor All transportation (including insurance) rigging and drayage costs with respect to the Equipment both on delivery to the Equipment Location and redelivery to a location of Lessor s choice within the continental United States and all installation discontinuance disassembly and packing costs shall be paid by Lessee

(c) Lessee shall have the uninterrupted right to enjoy the quiet possession and exclusive use of the Equipment while the applicable Equipment Schedule is in force without limitation as to time provided Lessee shall not be in default hereunder

(d) Any equipment cards disks tapes or other items not specified in the Equipment Schedule which are used on or in connection with the Equipment must meet the specifications of the manufacturer of the Equipment (Manufacturer) and shall be acquired by Lessee at its own expense

(e) Lessee will at all times keep the Equipment in its sole possession and control The Equipment shall not be moved from the Equipment Location without Lessor s prior written consent Lessee s rights under Sections 5(f) and 6(b) are subject to Lessor s right to match any Modification or sublease proposed by a third party Lessee will provide Lessor in writing with the terms of the third party offer and Lessor shall have ten days to match the offer Lessee shall obtain such Modification from or sublease the Equipment to Lessor if Lessor has timely matched the third party offer

(f) Lessee may not without Lessor s prior written consent, make alterations in or add features attachments or conversions to or upgrade (model or memory) the Equipment Any such alteration feature, attachment conversion or upgrade (collectively Modification) not owned by Lessor and leased to Lessee must (i) be installed by Manufacturer at Lessee s sole expense (ii) not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee s ability to obtain and maintain the maintenance contract required by Section 5(g) hereof (iii) be removable at any time without material damage to the Equipment and (iv) be removed by Manufacturer and the Equipment restored at Lessee s expense to its normal unmodified condition, reasonable wear and tear only excepted no later than the termination of this Lease as to the applicable Item of Equipment No lien encumbrance or interest may be granted by Lessee in such Modification which would impair Lessor s right title and interest in the applicable Item of Equipment Any and all parts removed as a result of any Modification remain the property of Lessor and may not be assigned transferred, or otherwise disposed of by Lessee Lessee is responsible for storing and safekeeping the removed parts and for their reinstallation prior to return of the Equipment upon cancellation or termination of the Lease All Modifications not leased by Lessor to Lessee which are not removed upon cancellation or termination of the Lease shall become the property of Owner as defined

in Section 9 hereof Manufacturer or ·r organiz selected by Lessee and approved in writing by Le to maintai Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations to the Equipment upon request of Lessee Lessee shall promptly accept and cause the installation of all engineering and safety changes furnished without charge by Manufacturer which safety and engineering changes shall be and become the property of Lessor

(g) Lessee shall during the term of this Lease at its own expense enter into and maintain in force a contract with Manufacturer or the Maintenance Organization covering at least prime shift maintenance of each Item of Equipment If at any time the Equipment is not being maintained to Lessor s satisfaction Lessor shall have the right to require Lessee to have another company of Lessor s choice maintain the Equipment Such maintenance contract shall commence upon expiration of Manufac turer s warranty period if any relating to such Item of Equipment At Lessor s request Lessee shall furnish Lessor with an executed copy of such contract and all renewals and extensions thereof and amend ments thereto

(h) At the termination of this Lease as to the applicable Equipment Schedule (by expiration or otherwise) Lessee shall at its own expense return the Equipment to Lessor in the same operating order repair condition and appearance as on the Installation Date subject only to reasonable wear and tear and to the provisions of Section 5(f) hereof complete with all cables diagnostics and logic manuals Lessee shall be responsible to have the Equipment including software certified as acceptable for Manufacturer s standard maintenance contract prior to redelivery to Lessor without any reconditioning or initial set up or license charges In the event Lessee is unable to comply with the foregoing Lessee shall indemnify and hold Lessor harmless from any such charges incurred upon a subsequent installation of the Equipment

6 OWNERSHIP AND INSPECTION

(a) This is a contract of lease only and Lessee shall have no equity or property interest in the Equipment other than the rights acquired as a lessee hereunder and the Equipment shall remain personal property regardless of the manner in which it may be installed or attached Lessee shall not without Lessor s prior written consent install or use the Equipment in such a manner or in such circumstances that any part of the Equipment is deemed to be an accession to other personal property Lessee shall at Lessor s request affix to the Equipment tags decals or plates furnished by Lessor indicating Owner s ownership and Lessee shall not permit their removal or concealment

(b) Lessee shall keep the Equipment free and clear of all liens and encumbrances except liens or encumbrances arising through the actions or omissions of Lessor Lessee shall not assign or otherwise encumber this Lease or any of its rights hereunder or sublease the Equipment or any parts of the Equipment without Lessor s prior written consent except that Lessee subject to the provisions of Section 5(e) hereof at its expense and upon prior written notice to Lessor may assign this Lease or sublease the Equipment to its parent or any subsidiary corporation or to a corporation which shall have acquired all or substantially all of the property of Lessee by merger consolidation or purchase Upon any permitted assignment or sublease Lessee shall execute and deliver to Lessor or any assignee of Lessor at Lessee s expense such documentation as Lessor or such assignee may require including but not limited to documentation to evidence and put third parties on notice of Lessor's or its assignee s interest in the Equipment No permitted assignment or sublease shall relieve Lessee of any of its obligations hereunder

(c) Lessor or its agents shall have free access to the Equipment at all rea sonable times for the purpose of inspection and for any other purpose contemplated in this Lease Lessee shall make Lessee s log and maintenance records pertaining to the Equipment available during any such inspection

(d) Lessee shall immediately notify Lessor of all details concerning any damage to or loss of the Equipment arising out of any event or occurrence whatsoever including but not limited to the alleged or apparent improper manufacture functioning or operation of the Equipment

7 WARRANTIES AND DISCLAIMER OF WARRANTIES

(a) Lessee represents that as of the Installation Date set forth in the applicable Equipment Schedule it shall have (i) thoroughly inspected the Equipment (ii) determined for itself that all Items of Equipment are of a size design capacity and manufacture selected by it and (iii) satisfied itself that the Equipment is suitable for Lessee s purposes Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment

(b) Lessee hereby covenants represents and warrants with respect to this Lease and each Equipment Schedule executed hereunder as of the Installation Date of any Item of Equipment that (i) the execution delivery and performance of by Less e been duly authorized by all necessary corporate acti ii) the indi al executing such was duly authorized to do so (iii) the Lease and each Equipment Schedule constitute legal valid, and binding agreements of Lessee enforceable in accordance with their respective terms and (iv) the Equipment is personal property and when subjected to use by Lessee will not be or become fixtures under applicable law

(c) **LESSOR SUPPLIES THE EQUIPMENT AS IS AND NOT BEING THE MANUFACTURER OF THE EQUIPMENT, THE MANUFACTURER'S AGENT OR THE SUPPLIER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY CAPACITY, MATERIAL WORKMANSHIP, CONFORMITY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER(S) RELATING THERETO, OR AS TO PATENT INFRINGEMENT OR THE LIKE OR ANY SOFTWARE USED IN THE EQUIPMENT** it being agreed that all such risks, as between Lessor and Lessee are to be borne by Lessee Lessee agrees to look solely to Manufacturer or to the supplier of the Equipment for any and all warranty claims and any and all warranties made by Manufacturer or the supplier to Lessor are hereby assigned to Lessee to the extent permitted by Manufacturer or the supplier for the term of the applicable Equipment Schedule Lessee agrees that Lessor shall not be responsible for the delivery installation maintenance operation, or service of the Equipment or for delay or inadequacy of any or all of the foregoing Lessor shall not be responsible for any general incidental special or consequential loss or damage resulting from the installation operation or use of the Equipment or otherwise (including strict liability in tort) Lessee will defend indemnify and hold Lessor harmless on an after tax basis against any and all claims demands and liabilities arising out of or in connection with the design manufacture possession or operation of the Equipment including strict liability in tort

8 RISK OF LOSS

(a) Until the Equipment is returned to Lessor as provided in this Lease Lessee relieves Lessor of responsibility for all risks of physical damage to or loss or destruction of the Equipment whether or not insured against howsoever caused During the term of this Lease as to any Equipment Schedule Lessee shall at its expense keep in effect all risk and public liability insurance policies covering the Equipment designated in each Equipment Schedule The all risk insurance policy shall be for an amount not less than the replacement cost of the Equipment The public liability insurance policy shall be in such amount as is reasonably acceptable to Lessor Lessor its successors and assigns shall be named as additional insureds and/or loss payees on such policies which shall be written by one or more insurance companies of recognized responsibility reasonably acceptable to Lessor Evidence of such insurance coverage shall be furnished to Lessor not later than the Installation Date set forth in the applicable Equipment Schedule and from time to time thereafter as Lessor may demand Such policies shall provide that no less than ten days written notice shall be given Lessor prior to cancellation of such policies for any reason Lessee hereby irrevocably appoints Lessor as Lessee s attorney-in-fact coupled with an interest to make claim for receive payment of and execute any and all documents that may be required to be provided to the insurance carrier in substantiation of any such claim for loss or damage under said insurance policies and to endorse Lessee s name to any and all drafts or checks in payment of the loss proceeds

(b) If any Item of Equipment is rendered unusable as a result of any physical damage to or loss or destruction of the Equipment or title thereto shall be taken by any governmental authority under power of eminent domain or otherwise Lessee shall give to Lessor immediate notice thereof and this Lease shall continue in full force and effect without any abatement of rental Lessee shall determine within fifteen days after the date of occurrence of any such damage or destruction whether such Item of Equipment can be repaired In the event Lessee determines that the Item of Equipment cannot be repaired or such Item of Equipment was lost destroyed or title thereto taken Lessee shall promptly replace such Item of Equipment with identical equipment and transfer title to such replacement equipment to Lessor free and clear of all liens claims equities and encumbrances of every kind or nature whatsoever and this Lease shall continue in full force and effect as though subject to the provisions of Section 9 hereof such damage loss destruction or taking of title had not occurred except that the replacement equipment shall become Equipment for purposes of this Lease in lieu of the replaced Equipment In the event Lessee determines that such Item of Equipment can be repaired Lessee shall cause such Item of Equipment to be promptly repaired All proceeds of insurance received by Lessor or Lessee under the all risk insurance policy referred to in the preceding paragraph of this Section shall be applied toward the cost of such repair or replacement

9 TAX BENEFITS

This Lease has been entered into on the basis th ssor (and y persons, firms corporations or other entities to whic Lessor has ansferred or may transfer title to all or any portion of the Equipment) (collectively 'Owner) shall be entitled to such deductions credits and other benefits as are provided by the Internal Revenue Code of 1986 as amended or superseded from time to time and the rules and regulations promulgated thereunder (the Code) to an owner of property (Tax Benefits) As used herein the term Owner shall mean and include Lessor in the event Lessor has not transferred title to all of the Equipment and the term Lessor shall mean and include each member of the affiliated group of corporations with which Lessor files a consolidated return for federal income tax purposes

If to any extent as a result of (a) any act or failure to act by Lessee or any person claiming by through or under Lessee (b) any misrepresentation or breach of any covenant warranty or agreement contained in this Lease or the applicable Equipment Schedule (c) any requisition of use or title to the Equipment by any governmental entity or authority whether by claim of right eminent domain or otherwise, (d) any physical damage to or loss or destruction of, the Equipment, (e) the substitution of all or any part of the Equipment pursuant to Section 8(b) hereof or otherwise, (f) any assignment or sublease or (g) Lessee permitting the Equipment to become "tax-exempt use property within the meaning of the Code Owner in determining its income tax liability for any year shall (i) lose the benefit of or shall not have or shall not claim as a result of a written opinion of independent tax counsel that there is not a reasonable possibility that Owner s claiming of such Tax Benefits would be upheld by a court if the matter were litigated or shall lose the right to claim or shall be delayed in claiming or shall suffer a deferral diminution or disallowance of or shall be required to recapture all or any part of the Tax Benefits or (ii) be required to include any amount in income other than rental payments in the times and amounts set forth in the applicable Equipment Schedule or (iii) have any portion of the Tax Benefits attributed to foreign sources (any of (i)-(iii) being hereinafter referred to as a ' Loss) then Lessee shall pay to Owner, upon demand a sum which after deduction therefrom for all federal state, and local income taxes payable by Owner with respect to the receipt of such sum shall be sufficient to restore Owner s net economic after tax yield, cash flow, and rate of return that Owner would have had if such Loss had not occurred plus any fines, interest penalties or additions to tax fairly attributable to such Loss For purposes of this Section a Loss shall occur upon the earliest of (i) the happening of any event (such as any disposition, damage loss destruction, or change in the use of any Item of Equipment) which may cause such Loss (ii) the payment by Owner to the Internal Revenue Service of the tax increase resulting from such Loss (iii) the adjustment by audit or otherwise of the tax return of Owner to reflect such Loss or (iv) the filing of any return reflecting such Loss

10. EVENTS OF DEFAULT AND REMEDIES

The occurrence of any one of the following shall constitute an Event of Default hereunder

(a) Lessee fails to pay any installment of rent on or before the fifth day following the date when the same becomes due and payable

(b) Lessee attempts to remove sell transfer, encumber sublet or part with possession of any Item of Equipment except as expressly permitted herein

(c) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder and such failure shall continue uncured for ten days after written notice thereof to Lessee by Lessor

(d) Any warranty representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished

(e) Lessee ceases doing business as a going concern makes an assignment for the benefit of creditors admits in writing its inability to pay its debts as they become due is generally not paying its debts as they mature files a voluntary petition in bankruptcy files a petition seeking for itself any reorganization arrangement composition readjustment liquidation dissolution or similar arrangement under any present or future statute law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding consents to or acquiesces in the appointment of a custodian trustee receiver or liquidator of it or all or any substantial part of its assets or properties or if it or its shareholders shall take any action looking to its dissolution or liquidation or if any order for relief is entered against Lessee under the federal bankruptcy laws

(f) Within thirty days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute law or regulation, such proceedings shall not have been dismissed or if within thirty days after the appointment without Lessee s consent or acquiescence of ny custodia ustee receiver or liquidator of it or of all or any si ntial part assets and properties such appointment shall not be vacated or

(g) The default by Lessee under any other Equipment Schedule or other agreement between Lessee and Lessor or any assignee of Lessor

Upon the occurrence of an Event of Default Lessor may at its option do any or all of the following (a) by notice to Lessee cancel or terminate this Lease as to any or all Equipment Schedules (b) whether or not this Lease is canceled or terminated as to any or all Equipment Schedules take possession of any or all of the Equipment listed on any or all Equipment Schedules wherever situated, and for such purpose enter upon any premises without liability for so doing (except that Lessor shall be liable for damages resulting from the fault or negligence of Lessor) or Lessor may cause Lessee and Lessee hereby agrees to return the Equipment to Lessor as provided in this Lease (c) recover from Lessee as liquidated damages for loss of a bargain and not as a penalty an amount equal to the present value of all monies to be paid by Lessee during the remaining Initial Term or any successive period then in effect discounted at the rate of three percent per annum which payment together with applicable sales or use tax, shall become immediately due and payable or (d) sell dispose of hold use or lease any Equipment as Lessor in its sole discretion may determine (and Lessor shall not be obligated to give preference to the sale lease or other disposition of the Equipment which may be either wholesale or retail over the sale lease or other disposition of similar equipment owned leased or managed by Lessor) Any disposition may be at private or public sale in bulk or in parcels, with or without notice, and without having the Equipment present at the place of sale or lease The subsequent acceptance of payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor s knowledge of such prior existing breach at the time of acceptance of such payments In any event Lessee shall without further demand pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default

In the event that Lessee shall have paid to Lessor the liquidated damages and other amounts referred to in the preceding paragraph of this Section Lessor hereby agrees to pay to Lessee promptly after receipt thereof either (a) if Lessor re-leases the Equipment, all rentals or proceeds received from the reletting of the Equipment during the balance of the Initial Term or any successive period then in effect (after deduction of all expenses incurred by Lessor) or (b) if Lessor sells the Equipment all proceeds received from the sale (after deduction of the estimated residual value of the Equipment as of the end of the Initial Term or any successive period then in effect and of all expenses incurred by Lessor) said amount never to exceed the amount of the liquidated damages paid by Lessee Lessee agrees that Lessor shall have no obligtion to sell the Equipment Lessee shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including but not limited to all collection agency fees and all court costs and reasonable attorneys fees whether or not suit is brought including in-house attorneys fees Lessee hereby agrees that in any event it will be liable for any deficiency after any sale lease or other disposition by Lessor The rights afforded Lessor hereunder shall not be deemed to be exclusive but shall be in addition to any rights or remedies provided by law

If upon the cancellation or termination of the applicable Equipment Schedule as to any Item of Equipment Lessee fails or refuses to return and deliver possession of such Item of Equipment to Lessor on the prescribed date in addition to all other rights and remedies available to Lessor Lessee shall promptly pay Lessor rent equal to the greater of the then fair market month to month rental value or 150 percent of the current Monthly Rental for all Equipment as shown on the applicable Equipment Schedule on a month to month basis until all Equipment is returned to Lessor provided Lessee shall be liable for rent through the last day of any monthly extension Lessee shall remain liable for any direct damages Lessor may suffer by reason of being unable to deliver such Item of Equipment to another party

11 NET LEASE

Except as otherwise specifically provided in this Lease it is understood and agreed that each Equipment Schedule constitutes a net lease and that as between Lessor and Lessee Lessee shall be responsible for all costs and expenses of every nature whatsoever (including but not limited to transportation installation deinstallation taxes maintenance and insurance) arising out of or in connection with or related to this Lease or the Equipment Lessee hereby agrees that in the event that Lessee failsl to pay or perform any obligation under this Lease Lessor may at its option pay or perform said obligation and any payment made or expense incurred by Lessor in connection therewith shall become additional rent which shall be due and payable by Lessee upon demand All amounts payable by Lessee under any Equipment Schedule shall be absolute and unconditional and shall not be subject to any abatement reduction offset defense counterclaim interruption deferment or recoupment for any reason whatsoever and such amounts shall be and continue to be payable in all events

12 ASSIGNMENT

Lessee agrees that Lessor may transfer or ass or any pa essor s right title and interest in under or to the Equipment and this Lease or any Equipment Schedule and any or all sums due or to become due pursuant to any of the above to any third party (Assignee ") for any reason Lessee agrees that upon receipt of written notice from Lessor of such assignment Lessee shall perform all of its obligations hereunder for the benefit of Assignee and if so directed shall pay all sums due or to become due hereunder directly to Assignee or to any other party designated by Assignee Lessee hereby covenants represents and warrants as follows and agrees that Assignee shall be entitled to rely on and shall be considered a third party beneficiary of the following covenants representations and warranties (a) Lessee s obligations to Assignee hereunder are absolute and unconditional and are not subject to any abatement reduction offset defense counterclaim interruption deferment or recoupment available to Lessee for any reason whatsoever including but not limited to operation of law defect in the Equipment failure of Lessor to perform any of its obligations hereunder any insolvency or bankruptcy of Lessor or for any other cause or reason whatsoever whether similar or dissimilar to the foregoing (b) Lessee shall not look to Assignee to perform any of Lessor s obligations hereunder unless Assignee specifically assumes such obligations, (c) Lessee will not amend or modify this Lease without the prior written consent of Assignee and (d) Lessee will send a copy to Assignee of each notice which Lessee sends to Lessor

Upon receipt of notice of such transfer or assignment Lessee agrees to promptly execute and deliver to Lessor such documentation as Assignee may require to secure and/or complete such transfer or assignment including but not limited to the following (a) an acknowledgement of, or consent to the assignment which may require Lessee to make certain representations or reaf firmations as to some of the basic terms and covenants contained in this Lease (b) a Certificate of Incumbency (c) an opinion of counsel for Lessee with respect to the representations and warranties set forth in Section 7 (b) above and (d) a Certificate of Delivery and Acceptance Such assignment shall relieve Lessor of its obligations hereunder upon the assumption thereof in writing by Assignee unless Lessor Lessee and Assignee agree otherwise and the rights of Lessee hereunder shall not be impaired

13. MISCELLANEOUS

(a) Neither this Lease any Equipment Schedule nor any consent or approval provided for herein shall be binding upon Lessor unless signed on its behalf by a duly authorized officer at its home office **This Lease shall be deemed to have been made in the State of Arizona and shall be governed in all respects by the laws, but not the rules relating to choice of laws, of such State. No rights or remedies referred to in Article 2A of the Uniform Commercial Code will be conferred on Lessee unless expressly granted in this Lease or an Equipment Schedule**

(b) This Lease and each Equipment Schedule constitute the entire agreement and understanding of the parties with respect to the lease of the Equipment listed on each Equipment Schedule (notwithstanding any contrary provision contained in any instrument submitted by Lessee) supersede any or all prior agreements and understandings related to the subject matter hereof, and **may not be changed orally but only by an agreement in writing signed by both parties** Lessee s purchase order if any shall be used for accounting purposes only and the provisions thereof shall be inapplicable notwithstanding Lessor s acknowledgement thereof

Lessee Initials

(c) Any notice, request or other communication to either party by the other shall be given in writing and deemed received upon the earlier of actual receipt or three days after mailing if mailed postage prepaid to the address of the other party as set forth herein or to such other address as such party shall have designated by proper notice or one day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party Notices to Lessor shall be sent to the attention of the Manager Contract Documents

(d) Subject to S ons 6(b) 12 hereof this Lease shall be binding upon and it o the ber t Lessor and Lessee and their respective successors and assigns (including any subsequent assignee of an Assignee)

(e) No representation or statement made by any representative of either party not contained herein shall be binding upon such party No provision of this Lease or any Equipment Schedule which may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof all of which shall remain in full force and effect Neither any failure nor any delay on the part of either party in exercising any of its rights hereunder shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right hereunder

(f) No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given

(g) Lessor is hereby authorized by Lessee to cause this Lease or other instruments including Uniform Commercial Code financing statements, to be filed or recorded for the purposes of evidencing and putting third parties on notice of Lessor s or Assignee s interest in the Equipment and Lessee agrees that Lessor or Assignee may execute such instruments for and on behalf of Lessee In the event for any reason whatsoever Lessee is determined to have an interest in the Equipment other than a purely leasehold interest for the term of this Lease Lessee agrees to and does hereby expressly subordinate such interest to the interests of Owner in the Equipment and to the security interest in the Equipment of any Assignee whether such security interest is presently in existence or hereafter acquired Lessee shall execute all documents requested by Owner or any Assignee to evidence such subordination

(h) During the term of this Lease Lessee agrees to deliver to Lessor a copy of Lessee s annual audited financial statements within a reasonable time after the statements are available

(i) Lessee s covenants representations and warranties shall survive the expiration termination or cancellation of this Lease

(j) If Equipment delivered pursuant to any Equipment Schedule contains any features not specified therein Lessor reserves the right to remove or deactivate any such features at any reasonable time without liability for any down time of any Item of Equipment occasioned thereby

(k) Lessee and Lessor acknowledge that an Equipment Schedule may include certain software ("Software) in which Lessor and Lessee have no ownership or other proprietary rights Where required by the Software owner or manufacturer Lessee shall enter into a license or other agreement for the use of the Software Any Software agreement shall be separate and distinct from this Lease and any Equipment Schedule, and Lessor and Assignee shall not have any rights or obligations thereunder

(l) This Lease and any Equipment Schedule may be executed in any number of counterparts each of which shall be deemed an original but all such counterparts together shall constitute but one and the same instrument To the extent that this Lease constitutes chattel paper no security interest in this Lease may be created through the transfer of possession of any counterpart other than an executed counterpart or a photostatic copy of an executed counterpart of this Lease together with an executed Equipment Schedule marked Counterpart No 1 of _____"

(m) It is the intention of the parties hereto to comply with applicable usury laws. Accordingly it is agreed that in no event shall this Lease require the payment or permit the collection of interest in excess of the maximum amount permitted by law

LESSOR PACIFIC ATLANTIC SYSTEMS LEASING, INC.

By Hotra U. Heaps

Name _____

Title _____

Counterpart No COPY

LG1000-12C Rev 3
1/93

LESSEE CORE MARK INTERNATIONAL INC.

By _____

Name Suzanne Anderson

Title Treasurer

Vicki L Kottke
Commission # DD 019962
Expires April 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

I HEREBY CER
A TRUE, CORRECT AND COMPLETE
COPY OF THIS DOCUMENT
Vicki L Kottke

ECR No. 2858

MASTER EQUIPMENT LEASE

This **MASTER EQUIPMENT LEASE** ("Master Lease") is effective as of January 9, 1995, and is by and between El Camino Resources, Ltd ("Lessor"), having its principal office at 21051 Warner Center Lane, Woodland Hills, California 91367 and Core-Mark International, Ltd. ("Lessee"), having its principal office at 395 Oyster Point Blvd , Suite 415, South San Francisco, CA 94080

WHEREAS, Pacific Atlantic Systems Leasing International, Inc ("PASLI") entered into a certain lease agreement (the "PASLI Lease"), dated as of June 1, 1993 , and

WHEREAS, Lessee desires to lease equipment from Lessor on the same terms and conditions as those contained in the PASLI Lease

NOW THEREFORE, in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that all the terms and conditions of the PASLI Lease, a copy of which is attached hereto, are incorporated herein, in full, except as follows

1 All references to "Pacific Atlantic Systems Leasing International, Inc " are deleted and replaced by "El Camino Resources Ltd "

2 No rights or remedies referred in Article 2A of the Uniform Commercial Code will be conferred on Lessee unless expressly granted in this Lease or any Equipment Schedule appended hereto

3 Any notices required by this Master Lease shall be transmitted by registered or certified mail or other form of expedited delivery which requires the signature or acknowledgment of the receiving party All such notices shall be issued to the addresses of the parties set forth above, or to such other address as a party may hereafter specify by written notice given in accordance with the requirements of this Section, and shall be deemed given on the earlier of the date received and three (3) days after the date notice is issued

4 The single executed original of this Master Lease and each Equipment Schedule marked "Original" shall be the Original and all other counterparts of each document shall be marked and be "Executed Counterparts" To the extent that each Equipment Schedule together with this Master Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, no security interest in a Equipment Schedule may be created through the transfer or possession of any counterpart other than the Original of such Equipment Schedule together with a copy of this Master Lease

All other terms and conditions of the Master Equipment Lease shall remain the same Nothing herein shall effect the terms of the PASLI Lease which shall remain intact as a separate lease

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date set forth below

ORIGINAL

LESSOR **EL CAMINO RESOURCES, LTD**	**LESSEE** **CORE-MARK INTERNATIONAL, INC.**
By	By
Name	Name Suzanne Anderson
Title	Title Treasurer
Date	Date 1/13/95

doc amd ecr lease pasl
12/5/94

GATX Capital

Vicki L. Kottke
Commission # DD 019962
Expires April 23, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

I HEREBY CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE COPY OF THIS DOCUMENT
Vicki L. Kottke

GATX Technology Services Corporation

Master Lease No 2858

MASTER EQUIPMENT LEASE

This **MASTER EQUIPMENT LEASE** ("Master Lease") is effective as of March 23, 2001, and is by and between GATX TECHNOLOGY SERVICES CORPORATION ("Lessor"), having its principal office at 2502 N Rocky Point Drive, Suite 960, Tampa, Florida 33607 and CORE-MARK INTERNATIONAL INC , ("Lessee"), having its principal office at 395 Oyster Point Blvd, Suite 415 South San Francisco, CA 94080

WHEREAS, Lessee and El Camino Resources, Ltd entered into that certain Master Equipment Agreement No 2858 amended (the "El Camino Lease"), dated as of January 9, 1995, a copy of which is attached hereto, and

WHEREAS, Lessee desires to lease certain additional equipment from Lessor on similar terms and conditions as those contained in the El Camino Lease

NOW THEREFORE, in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows

1 Except as set forth herein, this Master Lease shall be subject to all the terms and conditions of the El Camino Lease, provided, any reference to incorporation of any schedule, exhibit, or the like, into the El Camino Lease shall be deleted in its entirety

2 All references to "El Camino" shall be deleted and replaced with "GATX Technology Services Corporation"

3 Any notices required by this Master Lease shall hereafter be issued to the addresses of the parties set forth above, or to such other address as a party may hereafter specify by written notice given in accordance with the requirements of the Master Lease

4 This Master Lease is a master lease and each Equipment Schedule between the parties is subject to the terms of this Master Lease

Except as set forth herein, nothing in this Master Lease shall be deemed to modify the El Camino Lease which shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the latest date set forth below

LESSOR **GATX TECHNOLOGY SERVICES CORPORATION**	**LESSEE** **CORE-MARK INTERNATIONAL, INC**
Signature X Carol Gevik	Signature X
By Carol Gevik	By STACY LORETZ-CONGDON (Print Name)
Title Vice President, Financial Services	Title Treasurer
Date 4/6/01	Date 04/04/07

ELA

V1 1

REV 3/6/01

ASSIGNMENT

FOR VALUE RECEIVED and pursuant to a Master Loan, Security Agreement and Assignment dated September 27, 1995 (the "Agreement"), between the undersigned and FLEET BUSINESS CREDIT, LLC (the "Purchaser"), the undersigned hereby collaterally sells, assigns and transfers to the Purchaser all right, title and interest of the undersigned in and to

(i) Contracts All lease orders or agreements, conditional sale contracts, pay-per-use agreements, notes, security agreements and related rights under master agreements, if any, and/or financing documents and agreements described on Schedule A hereto entered into between undersigned as lessor, seller, provider or lender and the entity named therein as lessee, purchaser, user or borrower (together with any guarantors or other parties obligated in respect of the Contracts, an "Obligor" or the "Obligors"), together with any rights under master lease agreements or other documents which relate to the above described documents, which are covered by or identified in any Assignment (collectively the "Contracts")

(ii) Goods All goods and other property and rights covered by any Contract, together with all accessories, accessions, attachments and appurtenances appertaining or attached to or used in connection with any of such property, whether now owned or hereafter acquired (the "Equipment")

(iii) Obligor Guaranties All guaranties given to undersigned, or under which undersigned has rights, by any person or entity guaranteeing the payment and/or performance of any Contract (an "Obligor Guaranty")

(iv) Rights and Payments All right, title and interest of undersigned in, under and to the Contracts, and all rents and other sums due and to become due thereunder, including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment and all re-lease and/or renewal or extension payments ("Payments")

(v) Software All software products and license agreements or rights covered under any Contract

(vi) Other Security All instruments, documents of title, accounts, general intangibles, money or other property of any kind securing the payment of any Contract

(vii) Substitutions, Renewals, Replacements, Improvements All enhancements to and substitutions, renewals and replacements of, and improvements to any of the foregoing

(viii) Proceeds All cash and non-cash proceeds of any of the foregoing including insurance proceeds and casualty loss payments

Notwithstanding anything herein or in the Agreement to the contrary, the undersigned has not assigned or delegated, and the Purchaser has not assumed or promised to perform, any of the undersigned's duties or obligations under the Contract or with respect to any property referred to in or covered by the Contract

Subject to the provisions of the next paragraph, the terms and conditions of this Assignment, including, but not limited to, the undersigned's warranties with respect to the Contract, the undersigned's obligations to the Purchaser with respect to such Contract, and the limitations of personal and direct liability of the undersigned, are as provided for in the Agreement, to which reference is hereby made for a statement thereof The term "Payments" as used in this Assignment shall have the same meaning herein as in the Agreement

Notwithstanding any other provision of this Assignment or of the Agreement, if the Obligor under the Contract exercises any mid-term extension option contained in the Contract, the undersigned agrees to make a mandatory prepayment of the Loan under Section 10(b) of the Agreement, as if the Contract has ceased to be an Eligible Contract as of the date of the Obligor's extension In connection with any such mandatory prepayment, the undersigned irrevocably commits to offer Purchaser the right to make a new Loan with respect to the extended Contract If Purchaser, in its sole discretion, elects to make a new Loan with respect to the extended Contract, the Loan will be made pursuant to the Agreement, and the loan value of the extended Contract shall be determined by discounting the Balance of Payment of the extended Contract to present value as of the date of the Loan using the then-applicable Discount Rate

This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois

This Assignment shall be binding upon and inure to the benefit of the undersigned and the Purchaser and their respective successors and assigns

GATX Technology Services Corporation (Seller)

By _____
Michael Nadeau

Title Vice President

EXECUTED IN Ann Arbor, Michigan

SCHEDULE A TO ASSIGNMENT FROM
GATX TECHNOLOGY SERVICES CORPORATION, IN FAVOR OF
FLEET BUSINESS CREDIT, LLC

Contract#	Customer Name	Rem Term
35D103314-087	CORE-MARK INTERNATIONAL, INC	20 00
35A103314-091	CORE-MARK INTERNATIONAL, INC	35 00
35A103314-092	CORE-MARK INTERNATIONAL, INC	36 00

EXHIBIT 1 ATTACHED TO AND MADE A PART OF
SCHEDULE A TO FINANCING STATEMENT
GATX TECHNOLOGY SERVICES CORPORATION (DEBTOR)
FLEET BUSINESS CREDIT, LLC (SECURED PARTY)

SUMMARY OF CONTRACTS AND OBLIGORS

Contract#	Customer Name	Rem Term
35D103314-087	CORE-MARK INTERNATIONAL, INC	20 00
35A103314-091	CORE-MARK INTERNATIONAL, INC	35 00
35A103314-092	CORE-MARK INTERNATIONAL, INC	36 00

SCHEDULE A ATTACHED TOAND MADE A PART OF THAT CERTAIN FINANCING STATEMENT EXECUTED BY GATX TECHNOLOGY SERVICES CORPORATION, AS DEBTOR AND SHOWING FLEET BUSINESS CREDIT LLC, AS SECURED PARTY

This Financing Statement covers the following types or items of property

All of Debtor's right, title and interest whatsoever in and to all of the following properties, rights, interests and privileges, whether now owned or hereafter acquired, and in all cash and non-cash proceeds of any of the foregoing, in any form, including, without limitation, proceeds of insurance policies from the loss thereof

(i) Contracts The lease orders or agreements, conditional sale contracts, pay-per-use agreements notes, and security agreements summarized on EXHIBIT 1 hereto, and all related rights under master agreements, if any, and/or financing documents and agreements of any kind (collectively the "Contracts") arising out of the lease, rental or provision of, or financing of Equipment to the lessees, purchasers, users or borrowers summarized on EXHIBIT 1 hereto

(ii) Goods All goods and other property and rights covered by any Contract, together with all accessories, accessions, attachments and appurtenances appertaining or attached to or used in connection with any of such property, whether now owned or hereafter acquired, assigned to Secured Party (the "Equipment")

(iii) Obligor Guaranties All guaranties given to Debtor, or under which Debtor has rights, by any person or entity guaranteeing the payment and/or performance of any Contract assigned to Secured Party

(iv) Rights and Payments All right, title and interest of Debtor in, under and to the Contracts assigned to Secured Party, and all rents and other sums due and to become due thereunder, including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment and all re-lease and/or renewal or extension payments

(v) Software All software products and license agreements or rights covered under any Contract

(vi) Other Security All instruments, documents of title, accounts, general intangibles, money or other property of any kind securing the payment of any Contract

(vii) Substitutions, Renewals, Replacements, Improvements All enhancements to and substitutions, renewals and replacements of, and improvements to any of the foregoing

DEBTOR'S SIGNATURE OR INITIALS MDN

UCC FINANCING STATEMENT

FOLL

A N

B S

Return To

LEXIS Document Services
801 Adlai Stevenson Drive
Springfield, IL 62703
Phone (217) 544-5900

1750799 - 1

(FM N) - ("J")

Debtor: CORE-MARK INTERNATIONAL INC
Jurs: Secretary of State, DE

DELAWARE DEPARTMENT OF STATE
U C C FILING SECTION
FILED 04 07 PM 07/26/2002
INITIAL FILING NUM 2185576 0
AMENDMENT NUMBER 0000000
SRV 020477680

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME: CORE-MARK INTERNATIONAL, INC

OR 1b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c MAILING ADDRESS: 395 OYSTER POINT BLVD , SUITE 415 | CITY: SOUTH SAN FRANCISCO | STATE: CA | POSTAL CODE: 94080 | COUNTRY: USA

1d TAX ID # SSN OR EIN | ADD'NL INFO RE ORGANIZATION DEBTOR | 1e TYPE OF ORGANIZATION: CORP | 1f JURISDICTION OF ORGANIZATION: DE | 1g ORGANIZATIONAL ID #, if any | NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d TAX ID # SSN OR EIN | ADD'NL INFO RE ORGANIZATION DEBTOR | 2e TYPE OF ORGANIZATION | 2f JURISDICTION OF ORGANIZATION | 2g ORGANIZATIONAL ID # if any | NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME: GATX TECHNOLOGY SERVICES CORPORATION

OR 3b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c MAILING ADDRESS: 2502 NORTH ROCKY POINT DRIVE - SUITE 960 | CITY: TAMPA | STATE: FL | POSTAL CODE: 33607 | COUNTRY: USA

4 This FINANCING STATEMENT covers the following collateral:

LEASE. EQUIPMENT SCHEDULE NO.087 ISSUED PURSUANT TO MASTER LEASE SCHEDULE NO 2858 DATED 3/23/2001 BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR AND CORE-MARK INTERNATIONAL, INC , AS LESSEE.

EQUIPMENT DESCRIPTION AND LOCATION SEE ATTACHED

5. ALTERNATIVE DESIGNATION if applicable: LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG LIEN | NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

DE-SOS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/98)

LexisNexis Document Solutions
801 Adlai Stevenson Dr
Springfield, IL 62703-4291

DUPLICATE

EQUIPMENT DESCRIPTION AND LOCATION

Computer equipment located and described below is leased pursuant to EQUIPMENT SCHEDULE NO 087, under MASTER LEASE AGREEMENT dated 03/23/2001 between CORE-MARK INTERNATIONAL, INC , as Lessee and GATX TECHNOLOGY SERVICES CORPORATION, as Lessor This filing is for informational purposes only The transaction covered by this filing is considered to be a true lease by the parties hereto

Qty	Model	Manufacturer	Description	Serial Number
1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000036
CORE MARK INTERNATIONAL INC
3970 PELL CIRCLE
SACRAMENTO CA 95798

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD
1	5692-AIX	IBM	SIPO SPECIFY
1	5765-4009	IBM	AIX 4 2 1-2 USERS
6	5765-4012	IBM	DS 4 2 USERS
1	5765-5005	IBM	SOFTWARE FEATURE CODE
1	5765-C34	IBM	AIX VER 4
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-

Qty	Model	Manufacturer	Description	Serial Number
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000039
CORE MARK INTERNATIONAL, INC
2311 E 48TH ST
LOSANGELES, CA 90001

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	

Qty	Model	Manufacturer	Description	Serial Number
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000041
CORE MARK INTERNATIONAL INC
31300 MEDALLION DR , ATTN ACCOUNTS PAYABLE
HAYWARD, CA 94540

1	3153-9131	IBM	IBM ENHANCED KB US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	10-35883
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000042
CORE MARK INTERNATIONAL, INC
353 MEYER CIRCLE
CORONA CA 92877

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	

Qty	Model	Manufacturer	Description	Serial Number
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000044
CORE MARK INTERNATIONAL, INC
13551 SE JOHNSON RD
MILWAUKIE OR 97222

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000045

Qty	Model	Manufacturer	Description	Serial Number

CORE MARK INTERNATIONAL, INC
5600 2ND ST NW
ALBUQUERQUE NM 87100

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000046
CORE MARK INTERNATIONAL INC
8225 30TH ST SE
CALGARY AB T2C 1H7

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	

Qty	Model	Manufacturer	Description	Serial Number
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025 F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000048
CORE MARK INTERNATIONAL, INC
ACCOUNTS PAYABLE, 3650 FRASIER ST
AURORA CO 80010

[redacted]

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B. SEND

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Springfield, IL 62703
Phone. (217) 544-5000

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(FM N) - (*J)
Debtor CORE-MARK INTERNATIONAL INC
ture Secretary of State, DE

DELAWARE DEPARTMENT OF STATE
U C C FILING SECTION
FILED 04 04 PM 07/26/2002
INITIAL FILING NUM 2185574 5
AMENDMENT NUMBER 0000000
SRV 020477688

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
CORE-MARK INTERNATIONAL, INC.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 395 OYSTER POINT BLVD , SUITE 415
CITY: SOUTH SAN FRANCISCO | STATE: CA | POSTAL CODE: 94080 | COUNTRY: USA

1d. TAX ID # SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corp | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any: ☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID # SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID # if any: ☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
GATX TECHNOLOGY SERVICES CORPORATION

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 2502 NORTH ROCKY POINT DRIVE - SUITE 960
CITY: TAMPA | STATE: FL | POSTAL CODE: 33607 | COUNTRY: USA

4 This FINANCING STATEMENT covers the following collateral:

LEASE EQUIPMENT SCHEDULE NO 091 ISSUED PURSUANT TO MASTER LEASE SCHEDULE NO 2858 DATED 3/23/2001 BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR AND CORE-MARK INTERNATIONAL, INC , AS LESSEE

EQUIPMENT DESCRIPTION AND LOCATION. SEE ATTACHED

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional): All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
DE-SOS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/98)

LexisNexis Document Solutions
801 Adlai Stevenson Dr
Springfield, IL 62703-4261

DUPLICATE

EQUIPMENT DESCRIPTION AND LOCATION

Computer equipment located and described below is leased pursuant to EQUIPMENT SCHEDULE NO 091, under MASTER LEASE AGREEMENT dated 03/23/2001 between CORE-MARK INTERNATIONAL INC , as Lessee and GATX TECHNOLOGY SERVICES CORPORATION, as Lessor This filing is for informational purposes only The transaction covered by this filing is considered to be a true lease by the parties hereto

Qty	Model	Manufacturer	Description	Serial Number
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (91B7B	
1	9406-0057	IBM	9309-002 RACK W/SPCN FOR (91B7B)	
1	9406-0084	IBM	3570-CIX RACK MOUNT ATTCH FOR (91B7B	
3	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (91B7	
11	9406-0349		V 24 50-FT PCI CABLE FOR (91B7B)	
2	9406-0354		V 35 50 FT PCI CABLE FOR (91B7B)	
1	9406-0829	IBM	4318 LOAD SOURCE SPECIFY FOR (91B7B	
1	9406-1416		200V 14-FT WTRTGHT LINE CORD FOR (91	
2	9406-1454		200V 12A 14-FT TL LIND CORD FOR (91B	
1	9406-1460		3M COPPER HSL CABLE FOR (91B7B)	
1	9406-1461		6M COPPER HSL CABLE FOR (91B7B)	
1	9406-1462		15M COPPER HSL CABLE FOR (91B7B)	
1	9406 1463		2M SPCN CABLE FOR (91B7B)	
1	9406-1464		6M SPCN CABLE FOR (91B7B)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (91B7B	
1	9406-2437	IBM	MODEL 820 2-WAY PROCESSOR FOR (91B7B	
5	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (91B7B)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
6	9406-2843	IBM	PCI IOP FOR (91B7B)	
4	9406-3006	IBM	512MB MAIN STORAGE FOR (91B7B)	
4	9406-3007	IBM	1GB MAIN STORAGE FOR (91B7B)	
40	9406-4318	IBM	HARDDRIVE	
2	9406-4425	IBM	CD-ROM FOR (91B7B)	
1	9406-4525	IBM	CD-ROM FOR (91B7B)	
7	9406-4745	IBM	PCI WAN IOA FOR (91B7B)	
3	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA (91B7	
2	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (91B7B	
5	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR (91B	
2	9406-5074	IBM	PCI EXPANSION TOWER FOR (91B7B)	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (91B	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (91B7B)	
1	9406-5906	IBM	SUPPLY FEAT PSF/400 1-45IPM	
1	9406-7127	IBM	DASD EXPANSION UNIT FOR (91B7B)	
1	9406-820	IBM	I SERIES 400	91B7B
1	SOFTWARE		I SERIES CLIENT ACCSS WIN FAM	
1	SOFTWARE		OPERATING SYSTEM/400	
1	SOFTWARE		SW SUBSCRIPTION 3-YEAR	

Equipment Location 0001003367-00000010
CORE-MARK INTERNATIONAL INC
13211 DELF PLACE #601
RICHMOND BC V6V 2A2

[redacted]

UCC FINANCING STATEMENT Return to

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801 Adlai Stevenson Drive
Springfield, IL 62703
Phone: (217) 544-5000

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Debtor: CORE-MARK INTERNATIONAL INC
Iuris Secretary of State DE

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INITIAL FILING NUM 2185571 I
AMENDMENT NUMBER 0000000
SRV 020477693

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) do not abbreviate or combine names

1a. ORGANIZATION'S NAME: CORE-MARK INTERNATIONAL, INC

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 395 OYSTER POINT BLVD., SUITE 415 | CITY: SOUTH SAN FRANCISCO | STATE: CA | POSTAL CODE: 94080 | COUNTRY: USA

1d. TAX ID # SSN OR EIN | ADD'NL INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corp | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any ☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID # SSN OR EIN | ADD'NL INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID # if any ☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GATX TECHNOLOGY SERVICES CORPORATION

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 2502 NORTH ROCKY POINT DRIVE - SUITE 960 | CITY: TAMPA | STATE: FL | POSTAL CODE: 33607 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

LEASE: EQUIPMENT SCHEDULE NO 092 ISSUED PURSUANT TO MASTER LEASE SCHEDULE NO 2858 DATED 3/23/2001 BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR AND CORE-MARK INTERNATIONAL, INC , AS LESSEE.

EQUIPMENT DESCRIPTION AND LOCATION SEE ATTACHED

5. ALTERNATIVE DESIGNATION if applicable: LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

DE-SOS

ACKNOWLEDGMENT COPY-NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/96)

Lexis Document Solutions
801 Adlai Stevenson Dr
Springfield, IL 62703-4261

DUPLICATE

EQUIPMENT DESCRIPTION AND LOCATION

Computer equipment located and described below is leased pursuant to EQUIPMENT SCHEDULE NO 092 under MASTER LEASE AGREEMENT dated 03/23/2001 between CORE-MARK INTERNATIONAL INC , as Lessee and GATX TECHNOLOGY SERVICES CORPORATION, as Lessor This filing is for informational purposes only The transaction covered by this filing is considered to be a true lease, by the parties hereto

Qty	Model	Manufacturer	Description	Serial Number
3	7210 025		DVE-RAM DRIVE FOR (9F1AB)	
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (9F1AB)	
7	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (9F1A	
3	9406-0162	IBM	EXTENDED SINGLE ENDED ATTACH FOR (9F	
23	9406-0349		V 24 EIA232 50FT PCI CABLE FOR (9F1	
4	9406-0354		V 35 50-FT PCI CABLE FOR (9F1AB)	
1	9406-0829	IBM	4318 LOAD SPECIFY FOR (9F1AB)	
1	9406 1417		200V 14FT WTRTGHT LINE CORD FOR (9F1	
3	9406 1454		200V 12A 14-FT TL LINE CORD FOR (9F1	
4	9406-1461		6M COPPER HSL CABLE FOR (9F1AB)	
1	9406-1462		15M COPPER HSL CABLE FOR (9F1AB)	
4	9406-1464		6M SPCN CABLE FOR (9F1AB)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (9F1AB	
1	9406-2438	IBM	MODEL 820 4-WAY PROCESSOR FOR (9F1AB	
9	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (9F1AB)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
3	9406-2768	IBM	PCI MAGNETIC MEDIA CTLR FOR (9F1AB)	
12	9406-2843	IBM	PCI IOP FOR (9F1AB)	
12	9406-3007	IBM	1GB MAIN STORAGE FOR (9F1AB)	
89	9406-4318	IBM	HARDDRIVE	
3	9406-4425		CD-ROM FOR (9F1AB)	
1	9406-4525		CD-ROM FOR (9F1AB)	
14	9406-4745	IBM	PCI WAN IOA FOR (9F1AB)	
7	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA FOR (9	
7	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (9F1AB)	
7	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR(9F1A	
3	9406-5074	IBM	PCI EXPANSION TOWER FOR (9F1AB)	
1	9406-5078	IBM	PCI EXPANSION UNIT FOR (9F1AB)	
2	9406-5101	IBM	30 DISC EXPANSION FEATURE FOR (9F1A	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (9F	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (9F1AB)	
1	9406-820	IBM	I SERIES 400	9F1AB
3	9406-9752		2 5HD 68/HD68 SCSI CABLE FOR (9F1A	
3	9406-9800		2 7M POWER CORD 125V 15US FOR (9F1A	
1	SOFTWARE		AS/400 SW SUB 3 YEAR PREPAY FOR (9F1	
1	SOFTWARE		ISERIES ACCESS FOR (9F1AB)	
1	SOFTWARE		OPERATING SYSTEM/400 FOR (9F1AB)	
22	SOFTWARE		P40 UPGRADE FR P30/M0 OTC RATE (9F1A	
1	SOFTWARE		PERFORMANCE TOOLS ISERIES FOR (9F1AB	
1	SOFTWARE		PG P40 OTC UPG (P30) MANAGER FOR (9F	
1	SOFTWARE		SOFTWARE VERSION V5R1 (9F1AB)	
1	SOFTWARE		SUPPLY FEAT PSF/400 1-45IPM FOR (9F1	
1	SOFTWARE		SYS/38 UTILITIES FOR ISERIES FOR (9F	

DUPLICATE

Qty	Model	Manufacturer	Description	Serial Number

Equipment Location 0001003367-00000010
CORE-MARK INTERNATIONAL INC
13211 DELF PLACE #601
RICHMOND, BC V6V 2A2

GATX

Replaces - #62
GATX Technology Services Corporation
$5849.00 exp 4/30/02

EQUIPMENT SCHEDULE NO 087
TO MASTER EQUIPMENT LEASE NO 2858 DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC , ("LESSEE")

ORIGINAL

SECTION I - EQUIPMENT DESCRIPTION AND TERMS

LESSEE
Core-Mark International, Inc
395 Oyster Point Blvd Suite 415
So San Francisco, CA 94080

EQUIPMENT LOCATION

See Attached Equipment Addendum

A **EQUIPMENT DESCRIPTION** See Attached Equipment Addendum

B **BASIC TERM** 24 months

C **RENT** $1,487 00, In Advance, Plus Tax

D **COMMENCEMENT DATE** May 1, 2002

SECTION II - SPECIAL TERMS AND CONDITIONS

PURCHASE OPTION Provided no Event of Default has occurred and is continuing under the terms of the Master Equipment Lease and this Equipment Schedule, and all amounts due are paid, upon written notice to Lessor between 120 days and 90 days prior to the expiration of the Initial Term, Lessee shall have the option to purchase all, but not less than all, the Equipment at the expiration of the Initial Term, or any extension thereof, for a purchase price equal to the fair market value of the Equipment, such fair market value to be determined by the mutual agreement of Lessee and Lessor with the assumption the Equipment is being sold "in place and in use"

TERMINATION Provided no Event of Default has occurred and is continuing, on the Commencement Date of this Equipment Schedule No 087, the lease term and rental obligation for Equipment Schedule No 062, shall terminate

Reference is made to that certain Master Equipment Lease between Lessor and Lessee dated March 23, 2001 Upon acceptance of the Equipment as specified in the Acceptance Certificate Lessee will lease from Lessor the Equipment identified above subject to the terms and conditions set forth herein and in the Master Equipment Lease Lessee authorizes Lessor to file, without Lessee's signature, any Uniform Commercial Code financing statement set forth in Section 13 (g) of the Master Equipment Lease

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule to the Master Equipment Lease as of the latest date set forth below

LESSOR GATX TECHNOLOGY SERVICES CORPORATION		LESSEE CORE-MARK INTERNATIONAL, INC	
Signature	X [signature]	Signature	X [signature]
By	Carol Gevik (Print Name)	By	Stacy Lorentz-Congdon (Print Name)
Title	Vice President, Financial Services	Title	Treasurer
Date	6-24-02	Date	6/10/02

MEMBER ELA

GATX

GATX Technology Services Corporation

ORIGINAL

ACCEPTANCE CERTIFICATE
TO EQUIPMENT SCHEDULE NO 087
TO MASTER EQUIPMENT LEASE NO 2858
DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC ("LESSEE")

LESSEE

Core-Mark International, Inc
395 Oyster Point Blvd, Suite 415
San Francisco, CA 94080

EQUIPMENT LOCATION

As set forth in the applicable Equipment Schedule Equipment Addendum

Pursuant to Equipment Schedule 087 to Master Equipment Lease No 2858 Dated March 23, 2001 (the "Lease") between GATX Technology Services Corporation ("Lessor") and the undersigned ("Lessee"), Lessee hereby certifies that the Units of Equipment described in the Equipment Schedule and below have been delivered to the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Equipment Schedule on the Installation Date(s) set forth below

The Installation date in respect to such Equipment is May 1, 2002

IN WITNESS WEREOF, the undersigned has executed this Acceptance Certificate as of the Installation Date set forth above

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X

By Stacy Loreto-Consdm
(Print Name)

Title Treasurer

Date 6/10/02

MEMBER ELA Equipment Leasing Association

EQUIPMENT ADDENDUM
TO
EQUIPMENT SCHEDULE NO 087
BETWEEN
GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR
AND
CORE-MARK INTERNATIONAL, INC , AS LESSEE

ORIGINAL

Qty	Model	Manufacturer	Description	Serial Number
1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025 4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025 6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000036
CORE MARK INTERNATIONAL INC
3970 PELL CIRCLE
SACRAMENTO CA 95798

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD
1	5692 AIX	IBM	SIPO SPECIFY
1	5765-4009	IBM	AIX 4 2 1-2 USERS
6	5765-4012	IBM	DS 4 2 USERS
1	5765-5005	IBM	SOFTWARE FEATURE CODE
1	5765-C34	IBM	AIX VER 4
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-

Qty	Model	Manufacturer	Description	Serial Number
3	7025 2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000039
CORE MARK INTERNATIONAL INC
2311 E 48TH ST
LOSANGELES CA 90001

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	

Qty	Model	Manufacturer	Description	Serial Number
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000041
CORE MARK INTERNATIONAL, INC
31300 MEDALLION DR ATTN ACCOUNTS PAYABLE
HAYWARD, CA 94540

1	3153-9131	IBM	IBM ENHANCED KB US ENGLISH	
1	3153 BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	10-35883
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000042
CORE MARK INTERNATIONAL INC
353 MEYER CIRCLE
CORONA CA 92877

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025 2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	

Qty	Model	Manufacturer	Description	Serial Number
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB 64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000044
CORE MARK INTERNATIONAL INC
13551 SE JOHNSON RD
MILWAUKIE OR 97222

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1 2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000045

Qty	Model	Manufacturer	Description	Serial Number

CORE MARK INTERNATIONAL INC
5600 2ND ST NW
ALBUQUERQUE NM 87100

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	
2	7025 4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V, 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000046
CORE MARK INTERNATIONAL INC
8225 30TH ST SE
CALGARY AB T2C 1H7

1	3153-9131	IBM	IBM ENHANCED KB-US ENGLISH	
1	3153-BG3	IBM	DISPLAY STATION W/ASCII KEYBOARD	
1	5692-AIX	IBM	SIPO SPECIFY	
1	5765-4009	IBM	AIX 4 2 1-2 USERS	
6	5765-4012	IBM	DS 4 2 USERS	
1	5765-5005	IBM	SOFTWARE FEATURE CODE	
1	5765-C34	IBM	AIX VER 4	
1	7025-2446	IBM	SCSI-2 16BIT CBL SPT 6-PK	
1	7025-2447	IBM	16BIT PCI SCSI SE ADAPTER-	
3	7025-2901	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2902	IBM	4 5GB ULTRA SCSI 16-BIT HOT SWAP HD	
1	7025-2934	IBM	ASYNCH TERM/PRT CABLE EIA-	
1	7025-2968	IBM	E/PCI 10-100	
2	7025-4113	IBM	32MB EDO DRAM DIMM MEMORY	
2	7025-4114	IBM	64MB EDO DRAM DIMM MEMORY	

Qty	Model	Manufacturer	Description	Serial Number
2	7025-4129	IBM	16MB-64MB EDO DRAM DIMM ME	
1	7025-4340	IBM	233MHZ POWERPC 604E PR 1MB L2	
1	7025-5005	IBM	5005 FEATURE	
1	7025-6142	IBM	4GB/8GB 4MM INTERNAL TAPE DRIVE	
2	7025-6206	IBM	IBM PCI SIN-END ULTRA SCSI ADAPTER	
1	7025-6520	IBM	1ST SIX SCSI HOT SWAP BAYS	
1	7025-6537	IBM	SIX SCSI BAYS KIT - HOT SWAP	
1	7025-6549	IBM	POWER SUPPLY FOR 2ND AND 3RD SSA	
1	7025-9300	IBM	LANGUAGE GROUP SPECIFY US ENGLISH	
1	7025-9800	IBM	POWER CORD SPEC US/CAN 125V 15A	
1	7025-F40	IBM	PWRPC604E/233/64/4 5G/S//	
1	9257-0005	IBM	AIX BU/RECOVERY E5 (1-5 SYS)	
1	9257-R01	IBM	SYSBACK 6000	
2	SOFTWARE		SOFTWARE	

Equipment Location 0001003367-00000048
CORE MARK INTERNATIONAL, INC
ACCOUNTS PAYABLE 3650 FRASIER ST
AURORA CO 80010

GATX

GATX Technology Services Corporation

ORIGINAL

EQUIPMENT SCHEDULE NO 091
TO MASTER EQUIPMENT LEASE NO 2858 DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC , ("LESSEE")

SECTION I - EQUIPMENT DESCRIPTION AND TERMS

LESSEE
Core-Mark International, Inc
395 Oyster Point Blvd Suite 415
So San Francisco, CA 94080

EQUIPMENT LOCATION

See Attached Equipment Addendum

A **EQUIPMENT DESCRIPTION** See Attached Equipment Addendum

B **BASIC TERM** 36 months

C **RENT** $13,215 00, In Advance, Plus Tax

D **COMMENCEMENT DATE** August 1, 2002

SECTION II - SPECIAL TERMS AND CONDITIONS

Renewal Option Provided no Event of Default has occurred and is continuing under the terms of the Master Equipment Lease and this Equipment Schedule, and all amounts due are paid, upon written notice to Lessor between 120 days and 90 days prior to the expiration of the Initial Term, Lessee shall have the option to renew all, but not less than all, the Equipment at the expiration of the Initial Term for a desired fixed renewal term, at the then current fair market rental value determined by the mutual agreement of Lessee and Lessor with the assumption that the Equipment is being leased "in place and in use"

Reference is made to that certain Master Equipment Lease between Lessor and Lessee dated March 23, 2001 Upon acceptance of the Equipment as specified in the Acceptance Certificate Lessee will lease from Lessor the Equipment identified above subject to the terms and conditions set forth herein and in the Master Equipment Lease Lessee authorizes Lessor to file without Lessee's signature any Uniform Commercial Code financing statement set forth in Section 13 (g) of the Master Equipment Lease

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule to the Master Equipment Lease as of the latest date set forth below

LESSOR
GATX TECHNOLOGY SERVICES CORPORATION

Signature X [signature]
By Carol Gevik (Print Name)
Title Vice President, Financial Services
Date 6-24-02

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X [signature]
By STACY LORETZ-Congdon (Print Name)
Title Treasurer
Date 6/21/02

MEMBER ELA Equipment Leasing Association

ORIGINAL

EQUIPMENT ADDENDUM
TO
EQUIPMENT SCHEDULE NO. 091
BETWEEN
GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR
AND
CORE-MARK INTERNATIONAL, INC., AS LESSEE

Qty	Model	Manufacturer	Description	Serial Number
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (91B7B	
1	9406-0057	IBM	9309-002 RACK W/SPCN FOR (91B7B)	
1	9406-0084	IBM	3570-CIX RACK MOUNT ATTCH FOR (91B7B	
3	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (91B7	
11	9406-0349		V 24 50-FT PCI CABLE FOR (91B7B)	
2	9406-0354		V 35 50 FT PCI CABLE FOR (91B7B)	
1	9406-0829	IBM	4318 LOAD SOURCE SPECIFY FOR (91B7B	
1	9406-1416		200V 14-FT WTRTGHT LINE CORD FOR (91	
2	9406-1454		200V 12A 14-FT TL LIND CORD FOR (91B	
1	9406-1460		3M COPPER HSL CABLE FOR (91B7B)	
1	9406-1461		6M COPPER HSL CABLE FOR (91B7B)	
1	9406-1462		15M COPPER HSL CABLE FOR (91B7B)	
1	9406-1463		2M SPCN CABLE FOR (91B7B)	
1	9406-1464		6M SPCN CABLE FOR (91B7B)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (91B7B	
1	9406-2437	IBM	MODEL 820 2-WAY PROCESSOR FOR (91B7B	
5	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (91B7B)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
6	9406-2843	IBM	PCI IOP FOR (91B7B)	
4	9406-3006	IBM	512MB MAIN STORAGE FOR (91B7B)	
4	9406-3007	IBM	1GB MAIN STORAGE FOR (91B7B)	
40	9406-4318	IBM	HARDDRIVE	
2	9406-4425	IBM	CD-ROM FOR (91B7B)	
1	9406-4525	IBM	CD-ROM FOR (91B7B)	
7	9406-4745	IBM	PCI WAN IOA FOR (91B7B)	
3	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA (91B7	
2	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (91B7B	
5	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR (91B	
2	9406-5074	IBM	PCI EXPANSION TOWER FOR (91B7B)	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (91B	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (91B7B)	
1	9406-5906	IBM	SUPPLY FEAT PSF/400 1-45IPM	
1	9406-7127	IBM	DASD EXPANSION UNIT FOR (91B7B)	
1	9406-820	IBM	I SERIES 400	91B7B
1	SOFTWARE		I SERIES CLIENT ACCSS WIN FAM	
1	SOFTWARE		OPERATING SYSTEM/400	
1	SOFTWARE		SW SUBSCRIPTION 3-YEAR	

Equipment Location 0001003367-00000010
CORE-MARK INTERNATIONAL INC
13211 DELF PLACE #601
RICHMOND BC V6V 2A2

GATX

GATX Technology Services Corporation

ORIGINAL

ACCEPTANCE CERTIFICATE
TO EQUIPMENT SCHEDULE NO 091
TO MASTER EQUIPMENT LEASE NO 2858
DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC ("LESSEE")

LESSEE	EQUIPMENT LOCATION
Core-Mark International, Inc 395 Oyster Point Blvd, Suite 415 San Francisco, CA 94080	See Attached Equipment Addendum

Pursuant to Equipment Schedule 091 to Master Equipment Lease No 2858 Dated March 23, 2001 (the "Lease") between GATX Technology Services Corporation ("Lessor") and the undersigned ("Lessee"), Lessee hereby certifies that the Units of Equipment described in the Equipment Schedule and below have been delivered to the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Equipment Schedule on the Installation Date(s) set forth below

The Installation date in respect to such Equipment is August 1, 2002

IN WITNESS WHEREOF, the undersigned has executed this Acceptance Certificate as of the Installation Date set forth above

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X [signature]

By Stacy Loretz-Congdon
(Print Name)

Title Treasurer

Date 6/21/02

MEMBER ELA
Equipment Leasing Association

GATX

GATX Technology Services Corporation

ORIGINAL

EQUIPMENT SCHEDULE NO 092
TO MASTER EQUIPMENT LEASE NO 2858 DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION, ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC , ("LESSEE")

SECTION I - EQUIPMENT DESCRIPTION AND TERMS

LESSEE
Core-Mark International, Inc
395 Oyster Point Blvd Suite 415
So San Francisco, CA 94080

EQUIPMENT LOCATION

See Attached Equipment Addendum

A **EQUIPMENT DESCRIPTION** See Attached Equipment Addendum

B **BASIC TERM** 36 months

C **RENT** $25,940 00 In Advance, Plus Tax

D **COMMENCEMENT DATE** September 1, 2002

SECTION II - SPECIAL TERMS AND CONDITIONS

Renewal Option Provided no Event of Default has occurred and is continuing under the terms of the Master Equipment Lease and this Equipment Schedule, and all amounts due are paid, upon written notice to Lessor between 120 days and 90 days prior to the expiration of the Initial Term, Lessee shall have the option to renew all, but not less than all, the Equipment at the expiration of the Initial Term for a desired fixed renewal term, at the then current fair market rental value determined by the mutual agreement of Lessee and Lessor with the assumption that the Equipment is being leased "in place and in use"

Termination Provided no Event of Default has occurred and is continuing, on the Commencement Date of this Schedule No 092 the lease term and rental obligation for Schedule No 083, shall terminate

Reference is made to that certain Master Equipment Lease between Lessor and Lessee dated March 23 2001 Upon acceptance of the Equipment as specified in the Acceptance Certificate Lessee will lease from Lessor the Equipment identified above subject to the terms and conditions set forth herein and in the Master Equipment Lease Lessee authorizes Lessor to file without Lessee's signature any Uniform Commercial Code financing statement set forth in Section 13 (g) of the Master Equipment Lease

IN WITNESS WHEREOF, the parties hereto have executed this Equipment Schedule to the Master Equipment Lease as of the latest date set forth below

LESSOR
GATX TECHNOLOGY SERVICES CORPORATION

Signature X Carol Gevik
By Carol Gevik
Title Vice President, Financial Services
Date 6-24-02

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X
By Stacy Lopez-Congdon (Print Name)
Title Treasurer
Date 6/21/02

MEMBER ELA Equipment Leasing Association

ORIGINAL

EQUIPMENT ADDENDUM
TO
EQUIPMENT SCHEDULE NO. 092
BETWEEN
GATX TECHNOLOGY SERVICES CORPORATION, AS LESSOR
AND
CORE-MARK INTERNATIONAL, INC., AS LESSEE

Qty	Model	Manufacturer	Description	Serial Number
3	7210-025		DVE-RAM DRIVE FOR (9F1AB)	
1	9406-0041	IBM	DEVICE PARITY PROTECTION FOR (9F1AB)	
7	9406-0140	IBM	LOGICAL PARTITIONED SYSTEM FOR (9F1A	
3	9406-0162	IBM	EXTENDED SINGLE ENDED ATTACH FOR (9F	
23	9406-0349		V 24 EIA232 50FT PCI CABLE FOR (9F1	
4	9406-0354		V 35 50-FT PCI CABLE FOR (9F1AB)	
1	9406-0829	IBM	4318 LOAD SPECIFY FOR (9F1AB)	
1	9406-1417		200V 14FT WTRTGHT LINE CORD FOR (9F1	
3	9406-1454		200V 12A 14-FT TL LINE CORD FOR (9F1	
4	9406-1461		6M COPPER HSL CABLE FOR (9F1AB)	
1	9406-1462		15M COPPER HSL CABLE FOR (9F1AB)	
4	9406-1464		6M SPCN CABLE FOR (9F1AB)	
1	9406-1524	IBM	INTERACTIVE CAPACITY CARD FOR (9F1AB	
1	9406-2438	IBM	MODEL 820 4-WAY PROCESSOR FOR (9F1AB	
9	9406-2749	IBM	PCI ULTRA MAG MEDIA CTLR FOR (9F1AB)	
2	9406-2763	IBM	PCI RAID DISK UNIT CONTROLLER FOR (9	
3	9406-2768	IBM	PCI MAGNETIC MEDIA CTLR FOR (9F1AB)	
12	9406-2843	IBM	PCI IOP FOR (9F1AB)	
12	9406-3007	IBM	1GB MAIN STORAGE FOR (9F1AB)	
89	9406-4318	IBM	HARDDRIVE	
3	9406-4425		CD-ROM FOR (9F1AB)	
1	9406-4525		CD-ROM FOR (9F1AB)	
14	9406-4745	IBM	PCI WAN IOA FOR (9F1AB)	
7	9406-4746	IBM	PCI TWINAXIAL WORKSTATION IOA FOR (9	
7	9406-4778	IBM	PCI RAID DISK UNIT CTLR FOR (9F1AB)	
7	9406-4838	IBM	PCI 100/10MBPS ETHERNET IOA FOR(9F1A	
3	9406-5074	IBM	PCI EXPANSION TOWER FOR (9F1AB)	
1	9406-5078	IBM	PCI EXPANSION UNIT FOR (9F1AB)	
2	9406-5101	IBM	30 DISC EXPANSION FEATURE FOR (9F1A	
1	9406-5155	IBM	REDUNDANT POWER AND COOLING FOR (9F	
1	9406-5157	IBM	FEATURE POWER SUPPLY FOR (9F1AB)	
1	9406-820	IBM	I SERIES 400	9F1AB
3	9406-9752		2 5HD 68/HD68 SCSI CABLE FOR (9F1A	
3	9406-9800		2 7M POWER CORD 125V 15US FOR (9F1A	
1	SOFTWARE		AS/400 SW SUB 3 YEAR PREPAY FOR (9F1	
1	SOFTWARE		ISERIES ACCESS FOR (9F1AB)	
1	SOFTWARE		OPERATING SYSTEM/400 FOR (9F1AB)	
22	SOFTWARE		P40 UPGRADE FR P30/M0 OTC RATE (9F1A	
1	SOFTWARE		PERFORMANCE TOOLS ISERIES FOR (9F1AB	
1	SOFTWARE		PG P40 OTC UPG (P30) MANAGER FOR (9F	
1	SOFTWARE		SOFTWARE VERSION V5R1 (9F1AB)	
1	SOFTWARE		SUPPLY FEAT PSF/400 1-45IPM FOR (9F1	
1	SOFTWARE		SYS/38 UTILITIES FOR ISERIES FOR (9F	

ORIGINAL

Qty	Model	Manufacturer	Description	Serial Number

Equipment Location **0001003367-00000010**
CORE-MARK INTERNATIONAL, INC
13211 DELF PLACE #601
RICHMOND BC V6V 2A2

GATX

GATX Technology Services Corporation

ORIGINAL

ACCEPTANCE CERTIFICATE
TO EQUIPMENT SCHEDULE NO 092
TO MASTER EQUIPMENT LEASE NO 2858
DATED AS OF MARCH 23, 2001
BETWEEN GATX TECHNOLOGY SERVICES CORPORATION ("LESSOR")
AND CORE-MARK INTERNATIONAL, INC ("LESSEE")

LESSEE	EQUIPMENT LOCATION
Core-Mark International, Inc 395 Oyster Point Blvd, Suite 415 San Francisco, CA 94080	See Attached Equipment Addendum

Pursuant to Equipment Schedule 092 to Master Equipment Lease No 2858 Dated March 23, 2001 (the "Lease") between GATX Technology Services Corporation ("Lessor") and the undersigned ("Lessee"), Lessee hereby certifies that the Units of Equipment described in the Equipment Schedule and below have been delivered to the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Equipment Schedule on the Installation Date(s) set forth below

The Installation date in respect to such Equipment is September 1, 2002

IN WITNESS WHEREOF, the undersigned has executed this Acceptance Certificate as of the Installation Date set forth above

LESSEE
CORE-MARK INTERNATIONAL, INC

Signature X

By Stacy Lopez-Congdon
(Print Name)

Title Treasurer

Date 6/21/02

MEMBER ELA Equipment Leasing Association