

CHEP USA'S DAMAGE CLAIM

Total Pallets Unaccounted (as of April 1, 2003)	608222
---	--------

1% of the Number of Pallets Unaccounted for as of April 1, 2003 =

47161

\$5.00 x 1st 1% (47161 Pallets)

\$235,805.00

Remaining number of Pallets (608222 - 47161)

561061

\$15.00 x remainder (561061 Pallets)

\$8,415,915.00

DAMAGES

\$8,651,720.00

(PRE-PETITION - UNACCOUNTED FOR PALLETS)

CHARGES DUE FOR COLLECTION OF PALLETS

\$101,522.85

TOTAL DUE

\$8,753,242.85



South Region
8800 Roswell Road Suite 170
Atlanta GA 30350
1 (404) 998 3801 Fax (404) 998 6533

September 17, 1991

Fleming Companies, Inc
6301 Waterford Blvd
Oklahoma City, OK 73126
Attn Jerry Hartman

Dear Mr Hartman

We have established a nationwide pallet pool program and will be entering into agreements with manufacturers whose products you distribute to rent our pallets ("CHEP Pallets") As demonstrated by the success of CHEP pallet pool programs in various other parts of the world, the quality and availability of CHEP Pallets offers significant benefits throughout the entire distribution process, including cost savings and enhanced planning and control capabilities

In order to preserve the quality and cost effectiveness of the program, we must be sure that manufacturers and distributors who use CHEP Pallets agree to follow certain procedures We therefore require the manufacturers to whom we rent CHEP Pallets to agree that they will not use them in shipping goods to unauthorized users

We would be happy to have you participate in this program Upon receipt of a copy of this letter bearing your acknowledgement, we will authorize manufacturers to ship their goods to you on CHEP Pallets and will authorize you to use these Pallets in the manner described in this agreement

Identification First of all, you will have no difficulty in identifying CHEP Pallets since they are distinctively marked with the "CHEP" logo and are colored blue CHEP Pallets may not be repainted or disfigured in any manner

Ownership Please note that we own the CHEP Pallets While we rent them to others, we never sell the CHEP Pallets and only allow them to be used by authorized parties If at any time your use of CHEP Pallets is not in accordance with the terms outlined in this letter, we reserve the right to repossess them and terminate this agreement

Authorization to Receive CHEP Pallets We will authorize manufacturers to deliver original full loads on CHEP Pallets to destinations you have listed on the attached schedule or as you list on one or more supplemental schedules as may be submitted to and approved by CHEP (each a "Delivery Point"), which shall either be your warehouse locations (each a "Warehouse ") or retail store locations designated for direct delivery

Authorized Uses of Chep Pallets You will be authorized to use CHEP Pallets as follows and



Chep USA

- A You may store goods at the Delivery Point at which they are received from a manufacturer on CHEP Pallets in the form in which you received them,
- B You may pick goods from all CHEP Pallets as required to fill orders for onward distribution until you have completely emptied them,
- C You may use CHEP Pallets to transfer original full loads to retail stores provided that you arrange to bring these Pallets back to your Warehouse when the store has removed the goods from them,
- D You may move a CHEP Pallet containing an original full load from a receiving Warehouse to a warehouse of another participating distributor, provided that a CHEP receipt is obtained from the distributor location receiving the Pallets and transmitted to CHEP, thereby notifying us of their location. You may move CHEP Pallets among your Warehouses without issuance or delivery of a CHEP receipt, and
- E As soon as you have removed the original load from a CHEP Pallet, or received the empty CHEP Pallet back from a retail store, it is to be segregated, combined with other CHEP Pallets and delivered in accordance with the next paragraph

There will be no rental charge to the distributor for the use of CHEP Pallets as described above.

Control and Return of CHEP Pallets Since it is critical to our business that we control the location of the CHEP Pallets at all times, recover them promptly, repair defective Pallets, and return them to the rental pool, we also ask you to agree to the following

- A You will not exchange CHEP Pallets for non-CHEP Pallets,
- B You will return CHEP Pallets at your expense to a CHEP depot at frequencies which we shall agree upon from time to time. Initially we ask you to return the accumulated Pallets at least weekly. The CHEP depot will issue a receipt for those Pallets,
- C If a Chep blue pallet is damaged, then the goods should be reloaded to avoid damage to persons or property. The pallet should be sent to Chep for repair. There is no charge by Chep for the repair. Distributor shall have no liability to Chep for any damaged pallets unless such damage is caused by the gross negligence or intentional misconduct of distributor
- D You may deliver CHEP Pallets to a participating manufacturer against an official CHEP receipt issued by that manufacturer, provided that you receive prior approval from CHEP

Customer Assistance Please note that our representatives will call upon you periodically to visit your Warehouses with you, for the purposes of assisting you, free of charge, in implementing this agreement, introducing mutually agreeable training programs and monitoring your CHEP Pallet



Chep USA

Lost Pallets Once CHEP Pallets are delivered to you, we expect you to maintain control of them and either return them to us or deliver them in accordance with this agreement. In the event that you lose or cannot account for any CHEP Pallets delivered to you, you agree to pay us for each missing Pallet such charges, to reimburse CHEP for the cost of recovering such equipment and/or lost rental revenues. The current assessment is \$15 per Pallet and we will not increase the price charged without thirty (30) days written notice to you. Payment of such amount will not result in the transfer of or otherwise affect our ownership of the Pallets. Any lost Pallets which are later found must be delivered to us and an appropriate adjustment will be made.

Terms Without limiting either party's rights in the event of a breach of this agreement by the other, either party shall have the right to terminate this agreement upon not less than thirty days written notice to the other.

Other Uses A distributor who wants to use CHEP Pallets for order-picked distribution to stores, for palletizing goods received on slip sheets or floor loaded, for palletizing in its own manufacturing or packing operations, or for any use other than as expressly authorized by this agreement, will incur rental charges under the conditions outlined in a Rental Agreement, which can be provided. If you are interested in pursuing such other uses for CHEP Pallets, then we will be glad to discuss the appropriate arrangements with you.

Please acknowledge your agreement for divisions to participate in the CHEP Pallet program by signing and returning a copy of this letter and attached addendum to us.

To Chep One Maynard Drive
Park Ridge, NJ
07656

Agreed on behalf of FLEMING COMPANIES, INC. 9/20/91 (Date)

Georg Hartmann, Director Warehouse Operations (Signature & Title)

Fleming Companies Inc. Attn (Address)

Agreed on behalf of CHEP USA 9/18/91 (Date)

Ad White, Sales Support (Signature & Title)

Ad 6A (Address)



Chep USA

ADDENDUM TO AGREEMENT BETWEEN
CHEP USA
AND
FLEMING COMPANIES, INC

LISTING OF PARTICIPATING FLEMING LOCATIONS

September 17, 1991 - Revision I

Godfrey Company
1200 West Sunset Drive
Waukesha, WI 53186

Fleming Companies, Inc
4676 Erie Street
Massillon, OH 44646

Fleming Companies, Inc
6245 25th Avenue
Phoenix, AZ 85009

Malone & Hyde Food Co., Inc
2929 Stateline Road
Southaven, MS 38671

Participating but temporarily suspended

Furr's, Inc
1708 Avenue G
Lubbock, TX 79408

Furr's, Inc
9730 Railroad Drive
El Paso, TX 79924

Agreed on behalf of FLEMING COMPANIES, INC 9-20-91 (Date)

Jerry Hartman, Director, Warehouse Operator (Signature & Title)
Fleming Companies Inc. OKC (Address)

Agreed on behalf of CHEP USA 9-20-91 (Date)

AT Collier (Signature & Title)
Chep USA (Address)



Chep USA National Pallet and Container Pool™

South Region
8607 Roberts Drive Suite 205
Atlanta GA 30350
Tel (404) 998 3801 Fax (404) 998 6533

July 6, 1992

Fleming Companies, Inc
6301 Waterford Blvd
Oklahoma City, OK 73126
Attn: Jerry Hartman, Director of Warehouse Operations

RE Distributor Agreement with Chep USA

Dear Mr Hartman

I am very pleased to confirm your participation in the Chep USA distributor program in accordance with the terms of the Distributor Agreement upon which we have mutually agreed

To further assist you in your conversion to the Chep pallet system, unless and until Chep USA shall provide otherwise on not less than 12 months prior notice, Chep USA agrees to reduce the damage assessment for a lost Chep pallet from the standard \$15 00 per pallet to \$5 00 for each pallet deemed lost to the extent that the aggregate number of pallets deemed lost in any twelve month period commencing on July 1, 1992 does not exceed 1% of the number of pallets initially transferred to you in such twelve month period. Pallets lost in excess of that 1% limitation shall be assessed at \$15 00 per pallet

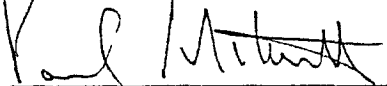
In consideration for the foregoing accommodation, you agree to accept deliveries on Chep pallets from any participating vendors

This letter represents an amendment to the lost pallet charges provision of the Distributor Agreement, which otherwise remains unchanged

Together we will work to ensure that your experiences of Chep's system are full, controlled and beneficial. In particular, we will jointly encourage your vendors to join the program, and will work with any secondary wholesalers or brokers you may use to ensure appropriate controls apply to Chep pallets. Regular reconciliations will take place, with Chep's assistance, and areas of potential loss identified and corrected. I am looking forward to working with you, and assure you of our continuing commitment to the highest levels of service

CHEP USA, a New York
General Partnership

By

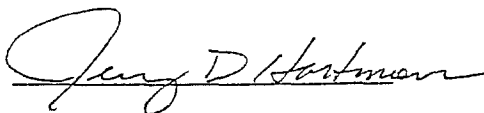

An authorized signatory of the Partnership

Title

DIRECTOR SERVICE - CHEP SOUTH

Acknowledged and Agreed

By



Title

Director Warehouse Operations

Fleming aging										Totals		Current		31 to 45		46 to 60		61 to 90		91 to 120		Over 120		Total past due
7/14/2003										101 522.85		3 909.00 3.85%		1 836.90 1.81%		1 350.00 1.33%		1 796.57 1.77%		72 993.58 71.98%		19 636.80 19.34%		97 673.85
Location	Account	Reference	Doc no	Type	Doc date	Net due dt	Arrens	LC amnt																
LA CROSSE WI	6000130593	4000005304	1000147832	RV	04/12/2003	05/12/2003	63	1 350.00																
SUPERIOR WI	6000131011	4000005305	1000147833	RV	04/12/2003	05/12/2003	63	4 800.00																
SUPERIOR WI	6000131011	5000395718	1000202424	RV	06/30/2003	07/30/2003	16	300.00																
SUPERIOR WI	6000131011	5000401546	1000205601	RV	07/05/2003	08/04/2003	21	150.00																
SUPERIOR WI	6000131011	5000415583	1000211624	RV	07/12/2003	08/11/2003	28	150.00																
ALTOONA PA	6000131093	4000005306	1000147834	RV	04/12/2003	05/12/2003	63	450.00																
ALTOONA PA	6000131093	5000412562	1000211603	RV	07/12/2003	08/11/2003	28	150.00																
GENEVA AL	6000134090	4000005307	1000147835	RV	04/12/2003	05/12/2003	63	5 869.98																
MIAMI FL	6000140639	5000247979	1000128198	RV	03/08/2003	04/07/2003	98	900.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																
MIAMI FL	6000140639	5000261950	1000134412	RV	03/15/2003	04/14/2003	91	600.00																

Fleming aging	7/14/2003	Totals							current	31 to 45	46 to 60	61 to 90	91 to 120	Over 120	Total past due
		101 522 85							3 909 00	1 836 90	1 350 00	1 796 57	72 993 58	19 636 80	97 613 85
									3 85%	1 81%	1 33%	1 77%	71 90%	19 34%	
Locaiton	Account	Reference	Doc no	Type	Doc date	Net due dt	Arrers	LC amnt							
KING OF PRUSSIA PA	6100275892	5000286850	1000147287	RV	04/05/2003	05/05/2003	70	159 00						159 00	
KING OF PRUSSIA PA	6100275892	4000005322	1000147849	RV	04/12/2003	05/12/2003	63	164 30						164 30	
KING OF PRUSSIA PA	6100275892	5000295383	1000151625	RV	04/12/2003	05/12/2003	63	318 00						318 00	
KING OF PRUSSIA PA	6100275892	5000311893	1000161429	RV	04/26/2003	05/26/2003	49	159 00					159 00		
KING OF PRUSSIA PA	6100275892	5000331248	1000169798	RV	05/10/2003	06/09/2003	35	159 00					159 00		
KING OF PRUSSIA PA	6100275892	5000356773	1000181961	RV	05/31/2003	06/30/2003	14	318 00		318 00					
KING OF PRUSSIA PA	6100275892	5000382295	1000196021	RV	06/21/2003	07/21/2003	7	159 00	159 00						
NORTH EAST MD	6100748579	NE MD deduct	1400120980	DZ	03/17/2003	04/16/2003	89	337 50						337 50	
NORTH EAST MD	6100748579	5000389941	1000199515	RV	06/07/2003	07/07/2003	7	18 90		18 90					
JAMESBURG NJ	6101037568	5000243334	1000124849	RV	03/01/2003	03/31/2003	105	159 00						159 00	
JAMESBURG NJ	6101037568	4000004263	1000121331	RV	03/01/2003	03/31/2003	105	14 151 00						14 151 00	
JAMESBURG NJ	6101037568	5000140145	100027033	AB	03/04/2003	04/03/2003	102	10 48						10 48	
JAMESBURG NJ	6101037568	5000269295	1000138558	RV	03/22/2003	04/21/2003	84	795 00					795 00		
JAMESBURG NJ	6101037568	5000278513	1000142464	RV	03/29/2003	04/28/2003	77	795 00					795 00		
JAMESBURG NJ	6101037568	5000296221	1000151514	RV	04/12/2003	05/12/2003	63	57 24						57 24	
JAMESBURG NJ	6101037568	4000005325	1000147852	RV	04/12/2003	05/12/2003	63	432 67						432 67	
TULSA OK	6131795335	4000005326	1000147853	RV	04/12/2003	05/12/2003	63	13 273 79					13 273 79		



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

Citrus Center, 17th Floor
255 South Orange Avenue
Orlando, Florida 32801-3483

Post Office Box 231 *mail*
Orlando Florida 32802-0231

www.akerman.com
407 843 7860 *tel* 407 843 6610 *fax*

August 29, 2003

W Glenn Jensen
407 419 8431
gjensen@akerman.com

VIA FEDERAL EXPRESS

Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

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

Dear Claims Agent

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

Thank you for your attention to this matter.

Very truly yours,



W. Glenn Jensen

WGJ/cw
Enclosures

cc David Mezzanotte (w/encl)
Sean Murphy, Esq (w/encl)

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

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

DOCUMENTS APPENDED TO CLAIM

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

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

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Dismissals

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

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

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

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

3 Proofs of Claim

- (a) The Proof of Claim shall be disallowed in its entirety
- (b) The Amended Proof of Claim shall be disallowed in its entirety
- (c) Upon execution of this Agreement by each Party hereto or filing of the Stipulation of Dismissal With Prejudice referred to in Paragraph 1(a) above, whichever event is later, the Second Amended Proof of Claim shall be allowed as a Class 6A general unsecured claim in the amount of Three Million Dollars (\$3,000,000 00) The Second Amended Proof of Claim, as so allowed, will be satisfied pursuant to the terms of the Debtors' Plan A distribution on the Proof of Claim, as allowed herein, shall be directed to

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

4 Releases

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Post Confirmation Trust of Fleming Companies, Inc

By _____

Position _____

Date _____

3V Capital Master Fund Ltd

By _____

Position _____

Date _____

CHEP USA

By  _____

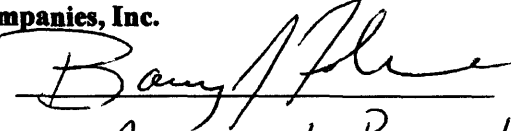
Position SVP & CFO.

Date 9/15/05.

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

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

CHEP USA

By  By _____
Position Authorized Representative Position _____
Date September 19, 2005 Date _____

3V Capital Master Fund Ltd

By _____
Position _____
Date _____

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

The Post Confirmation Trust of Fleming Companies, Inc.

CHEP USA

By _____

By _____

Position _____

Position _____

Date _____

Date _____

3V Capital Master Fund Ltd.

By  _____
Scott A Stagg

Position Managing Member

Date 9/16/05

EXHIBIT 1

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

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

STIPULATION OF DISMISSAL WITH PREJUDICE

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

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

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

Dated _____, 2005

Dated _____, 2005

PACHULSKI, STANG, ZIEHL, YOUNG,
JONES
& WEINTRAUB LLP
Scotta E McFarland (DE No 4184)
James E O'Neill (DE No 4042)
919 North Market Street, 16th Floor
P O Box 8705
Wilmington, Delaware 19899-8705 (Courier
No 19801)
(302) 652-4100 (Telephone)
(302) 652-4400 (Facsimile)

-and-

KIRKLAND & ELLIS LLP
Eric Liebler (CA Bar No 149504)
Greer N Shaw (CA Bar No 197960)
F Wade Ackerman (CA Bar No 234747)
777 South Figueroa Street
Los Angeles, CA 90017
Telephone (213) 680-8400
Facsimile (213) 680-8500

Attorneys for the PCT

Kurt F Gwynne (No 3951)
REED SMITH LLP
1201 Market Street, Suite 1500
Wilmington, DE 19801
Telephone (302) 778-7500
Facsimile (302) 778-7575

-and-

W Glenn Jensen
AKERMAN SENTERFITT
Citrus Center, 17th Floor
255 South Orange Avenue
Post Office Box 231
Orlando, FL 32802
Telephone (407) 843-7860
Facsimile (407) 843-6610

Attorneys for CHEP USA

EXHIBIT 2

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

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

STIPULATION OF DISMISSAL WITH PREJUDICE

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

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

Dated _____, 2005

Dated _____, 2005

David M Fournier (DE No 2812)
Wilmer C Bettinger (DE No 359)
PEPPER HAMILTON LLP
Hercules Plaza, Suite 5100
1313 North Market Street
Post Office Box 1709
Wilmington, DE 19899-1709
Telephone (302) 777-6500
Facsimile (302) 421-8390

-and-

KIRKLAND & ELLIS LLP
Eric Liebler (CA Bar No 149504)
Greer N Shaw (CA Bar No 197960)
F Wade Ackerman (CA Bar No 234747)
777 South Figueroa Street
Los Angeles, CA 90017
Telephone (213) 680-8400
Facsimile (213) 680-8500

Attorneys for the PCT

Kurt F Gwynne (No 3951)
REED SMITH LLP
1201 Market Street, Suite 1500
Wilmington, DE 19801
Telephone (302) 778-7500
Facsimile (302) 778-7575

-and-

W Glenn Jensen
AKERMAN SENTERFITT
Citrus Center, 17th Floor
255 South Orange Avenue
Post Office Box 231
Orlando, FL 32802
Telephone (407) 843-7860
Facsimile (407) 843-6610

Attorneys for CHEP USA

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

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

CHEP USA

By Bang / [Signature] By _____

Position Authorized Representative Position _____

Date September 19, 2005 Date _____

3V Capital Master Fund Ltd.

By _____

Position _____

Date _____