

8-101



s158997

Scheduled Claim Ref # 7-F2 17539

YOUR CLAIM IS SCHEDULED AS

\$170 28 UNSECURED

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

PROOF OF CLAIM

In re
Core-Mark Mid-Continent, Inc

Case Number
03-10950

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U S C § 503

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

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

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

The amounts reflected above constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent Unliquidated or Disputed a proof of claim must be filed
If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again

Name of Creditor and Address

0354429423950

PREPASS
40 N CENTRAL AVE
STE 2200
PHOENIX AZ 85004

Creditor Telephone Number **(800) 773-7277**

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
23117

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM

- Goods sold
 - Services performed
 - Money loaned
 - Personal injury/wrongful death
 - Taxes
 - Other (describe briefly)
 - 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 _____ to _____
(date) (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 144.54 (unsecured) \$ 1600.00 (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

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

Brief description of collateral

 Real Estate
 Motor Vehicle
 Other 16 Transponders

Value of collateral \$ 1600.00

Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____

6 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim

Specify the priority of the claim

 Wages salaries or commissions (up to \$4 650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U S C § 507(a)(3)
 Contributions to an employee benefit plan 11 U S C § 507(a)(4)
 Up to \$2 100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
 Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
 Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
 Other Specify applicable paragraph of 11 U S C § 507(a) _____
Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim

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

THIS SPACE FOR COURT

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

FILED

SEP 08 2003

BMC

Fleming Companies Claim



08789

DATE SIGNED
9/2/03

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)
Betty Supervisor Betty Mercado Johnson

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



Payment Coupon

Please make check payable to
PREPASS
 40 N Central Avenue Ste 2200
 Phoenix AZ 85004

Invoice Number	261449
Amount Due	\$144 54
Amount Enclosed	

Please Verify Business Addresses

Account # 23117
CORE MARK INTL/HAYWARD
ATTN ACCTS PAYABLE
31300 MEDALLION DR
HAYWARD, CA 94544

<u>Change in Mailing Address</u>			<u>Change in Shipping Address (Cannot be PO Box)</u>		
Street _____			Same as Mailing		
_____			Street _____		
City _____	State _____	Zip _____	_____		
Phone # _____	_____		City _____	State _____	Zip _____
contact _____	_____		Phone # _____	_____	
_____			Contact _____	_____	

Please detach and enclose top portion with your payment.



INVOICE

Account # 23117
 CORE MARK INTL/HAYWARD

Invoice Number	261449
Closing Date	04/01/2003
Previous Balance	\$208 89
Charges and Credits	\$85 14
Payments	(\$149 49)
Amount Due	\$144 54

Statement Details

Reference #	Date	Charge Type	Charge Rate	Quantity	Amount
Current Period Bypass Activity					
425853	3/31/2003	PrePass Bypass Charges	\$0 99	86	\$85 14
Total Current Period Bypass Activity					\$85 14
Payments Received					
133585	3/6/2003	Payment			(\$149 49)
Total Payment					(\$149 49)

NEWS In March PrePass improved your operating expenses by \$430 How?

Your PrePass equipped trucks successfully bypassed 86 open weigh stations in March. Studies have shown that a truck saves roughly one half gallon of fuel and at least 5 minutes with each successful bypass. That means

your trucks saved roughly 43 0 gallons of fuel and 430 minutes (7 17 hours) of valuable, productive time in March

Our PrePass customers have told us that it costs about \$1 per minute to operate a truck including drivers wages fuel insurance maintenance and all other operating costs

So, in March, the time, fuel and other efficiencies you gained using PrePass improved your operating expenses by \$430

All charges on the invoice are due and payable upon receipt. Payments received after the 21st of the month are subject to a 1 4 late fee on the unpaid balance. All disputed charges must be documented in writing and sent to the remit address above. To be eligible for an adjustment, disputes must be received on or before the last day of the current invoiced month. Effective June 1, 1999 PrePass will no longer accept ByPass Credit Vouchers to receive bypass credit for pull-ins.

Direct Inquiries to PrePass Billing Center 40 N Central Ave Ste 2200 Phoenix AZ 85004 800-PrePass (773-7277) ext 5959 Fax 602-628-0906



Carrier Device Report

09/01/03 08 59 27 AM

Outstanding Transponders for [23117] CORE MARK INTL/HAYWARD

User COCONNOR

<u>Device No</u>	<u>Inv No</u>	<u>Device Type</u>	<u>Plate No</u>	<u>Unit No</u>	<u>Status</u>
0545884257	296646	Hughes E-toll Battery	9B40284	179	240
0545884307	296647	Hughes E-toll Battery	9A94645	180	240
0545884249	296649	Hughes E-toll Battery	9A94691	182	240
0545884317	296651	Hughes E-toll Battery	9A94698	184	240
0545884290	296652	Hughes E-toll Battery	9B40374	185	240
0545884248	296653	Hughes E-toll Battery	9A94692	186	240
0545884284	296654	Hughes E-toll Battery	9B40282	187	240
0545884280	296655	Hughes E toll Battery	9B40368	190	240
0545884271	296656	Hughes E toll Battery	9B40369	191	240
0545884293	296659	Hughes E toll Battery	9B40362	194	240
0545884340	296660	Hughes E toll Battery	9B40371	197	240
0545884000	296661	Hughes E toll Battery	9B40281	198	240
0545884279	296662	Hughes E toll Battery	9B40345	199	240
0545884301	296663	Hughes E toll Battery	9B40280	200	240
0545884292	296664	Hughes E-toll Battery	9B40354	201	240
0545884266	296667	Hughes E-toll Battery	9B70609	869	240

Total devices 16



PREPASS LICENSE AGREEMENT

- 1 **GENERAL** This PrePass License Agreement (Agreement) with Heavy Vehicle Electronic License Plate Inc (HELP) authorizes approved motor carriers (Customers) to participate in the PrePass safety program at PrePass open weigh stations and ports-of-entry
- 2 **EFFECTIVE DATE** This Agreement is effective and PrePass participation will be authorized following receipt by HELP of all required application information and validation by HELP that Customer meets all bypass criteria in at least one PrePass state
- 3 **CUSTOMER AGREES**
 - a To comply with all PrePass eligibility criteria established by those states in which Customer seeks to operate with PrePass
 - b To authorize HELP to acquire and periodically reconfirm information from government agencies leasing companies and/or third party credential processors concerning registration permits licenses inspections taxes and any other credentials required to validate carrier eligibility for the PrePass program Such government agencies and other entities are authorized to release without restriction or liability all such information to HELP
 - c To mount and use HELP provided transponders in accordance with instructions provided by HELP and to install and use HELP provided transponders only on the specific truck(s) designated on the PrePass application or account records
 - d That Customer's company employees mechanics drivers and agents will protect HELP transponders and will not allow anyone to open x ray disassemble decompile modify repair reverse engineer or tamper with a HELP transponder Customer agrees to protect the devices in the same way you would treat expensive electronic systems that you own using a reasonable degree of care
 - e If authorized by HELP to use transponders not owned by HELP (Third Party Transponders) to access the PrePass system Customer agrees to mount and use such transponders in accordance with instructions provided by HELP and to install and use such transponders only on the specific truck(s) designated on your PrePass application or account records
 - f To provide as requested proof of ownership and appropriate manufacturer's serial number and device type for any Third Party Transponders that Customer wishes to use within the PrePass system
 - g To use the lanes designated for PrePass users when approaching a PrePass open weigh station or port-of-entry
 - h To obey all applicable state laws and regulations governing eligibility for bypass at PrePass sites including PrePass criteria regarding vehicle configuration content and weight The approved transponder(s) will be signaled to authorize a bypass by an audible beep and green light approximately one mile in advance of the point of entry to participating PrePass weigh stations or ports-of-entry Absent this bypass authorization or upon receipt of a red pull in signal Customer agrees to enter open weigh stations or ports of entry and follow the station master's instructions
 - i To pay such service charges as are established by HELP for each truck enrolled The current service charge is \$14.99 per truck per month for each truck enrolled Agreed upon volume discounts for fleets may apply
 - j To pay third party transponder enrollment fees when enrolling a transponder NOT issued by PrePass and meeting the transponder specifications and enrollment criteria for the device A one time fee of \$12.00 per truck must be received at the time of enrollment of the third party transponder This fee is non refundable
 - k To pay all invoices upon receipt Any balance outstanding over 21 days can result in suspension by HELP of bypass privileges Payment made after 21 days is subject to a late fee of 1 percent per month on the unpaid balance
 - l To review your PrePass invoice promptly and notify the PrePass Service Center if you have any questions regarding your charges If HELP is not notified in writing within 21 days of invoice date all charges will be deemed to have been accepted by Customer
 - m To pay a \$50.00 fee for each check your bank returns unpaid or for a declined credit card
 - n That all HELP transponders or Third Party Transponders enrolled in PrePass must be used only by the PrePass vehicle to which the transponder is registered
 - o To be responsible for all transponders received from HELP whether assigned to a Customer truck or retained in Customer inventory Customer Agrees to return HELP transponders that are not being used assigned to trucks that are sold or otherwise removed from service within thirty (30) days of a sale or removal from service (this does not include Customers that have an authorized inventory of transponders intended for future use)
 - p Proof of delivery of returned transponders to HELP is required to avoid fees associated with unreturned devices HELP will assess a \$100.00 processing fee per device for failure to return HELP transponders no longer assigned to vehicles enrolled in PrePass
 - q To notify PrePass immediately if any transponder is lost or stolen or if the truck to which it was issued is stolen Customer is responsible for all unauthorized charges associated with the lost or stolen transponder until written notification is received by the PrePass Customer Service Center Customer will have no obligation for unauthorized PrePass charges associated with a lost or stolen transponder incurred after written notification to HELP
 - r To report in a timely manner changes relevant to your PrePass account including company name or ownership mailing address telephone number trucks enrolled in PrePass license plate numbers safety credentials applicable credit card numbers and expiration date and other such information
- 4 **HELP, INC AGREES**
 - a To authorize Customer trucks to bypass participating PrePass program open weigh stations and ports-of-entry subject to program eligibility requirements
 - b To assess fees for each account based upon the number of vehicles enrolled in PrePass during the month consistent with HELP's established service charge structure
 - c To process credit card payments for current invoiced amounts to customers enrolled into the credit card payment program
 - d To provide an invoice monthly (or at other shorter intervals as agreed upon with Customer) that will list all service charges for each PrePass vehicle enrolled record Customer payments and specify the outstanding balance due as of the invoice date
 - e To provide Customer service and account information by telephone at 1 800-PrePass (1 800-773 7277)
 - f To replace at no charge to the Customer any HELP transponder that fails or is defective Customers that have lost stolen or damaged HELP transponders will be assessed a fee of \$100.00 per transponder and a substitute transponder may then be provided at no charge to the Customer
- 5 **PROPERTY OF HELP** HELP supplied transponders are the property of HELP and Customer may use HELP supplied transponders only for the PrePass and PrePass Plus programs GatePass installations or other uses that have been authorized in writing by HELP
- 6 **NO BYPASS GUARANTEE** HELP does not guarantee that legally operating trucks will always be allowed to bypass a participating open weigh station or port-of-entry Five percent random pull ins are a standard feature of PrePass and each site has the option to require all trucks to pull in for special enforcement efforts HELP is not and cannot be responsible for the actions of any law enforcement agency
- 7 **CANCELLATION** Customer may cancel PrePass program participation by informing HELP in writing and returning all transponders owned by HELP A fee in the amount of \$100.00 per transponder will be assessed for each transponder not returned within 30 days of notice to cancel program participation HELP may suspend or cancel carrier participation in PrePass if a Customer fails to continue to meet program eligibility requirements fulfill outstanding financial obligations to HELP or for other business reasons HELP will notify Customers in writing of any suspension or termination HELP will not refund amounts less than \$10.00 for accounts in a closing status
- 8 **LIMITED WARRANTY** HELP warrants that the PrePass supplied devices are in working order and will perform substantially as described provided that the devices are installed and used as instructed The PrePass supplied devices are provided without any other warranty **There are no warranties which extend beyond the description on the face hereof**
- 9 **RELEASE & INDEMNITY** Customer hereby releases HELP from all loss damage or injury whatsoever known or unknown arising out of or in any manner connected with the use or performance of any transponder In no event will HELP its agents employees contractors or subcontractors be liable to the Customer or anyone else for damages of any nature including lost profits lost savings lost revenue or other special incidental punitive indirect or consequential damages arising out of the use of or the inability to use the PrePass devices however caused In no event is HELP or other parties liable for costs of procurement of substitute products or services
- 10 **PATENT AND COPYRIGHT INFRINGEMENT** HELP will assume responsibility and costs to defend Customer against any action based on a third party patent or copyright infringement claim arising out of Customer's authorized use of HELP supplied transponders Customer promises to cooperate fully with HELP by providing immediate notice of any such claim and providing all information assistance and authorizations required by HELP If HELP requires Customer assistance in such activity it will be provided at HELP's cost but only to the extent HELP has specifically requested such assistance in writing and authorized the expenditures in question HELP shall have sole discretion and authority to settle the claim replace the alleged infringing product with a suitable product or take back such products Customer is not authorized to litigate or settle any claim on behalf of HELP
- 11 **MISCELLANEOUS**
 - a **Law and Venue** The Laws of the state of Arizona will govern interpretation of this Agreement
 - b **Assignment** This Agreement may not be assigned
 - c **Severability** If any of the provisions of this Agreement are held invalid or unenforceable the remainder of the Agreement shall remain in effect and shall be enforceable as if not containing the invalid or unenforceable clause
 - d **Notices** Notices to Customers will be sent to the Customer's address of record with HELP
- 12 **CHANGES TO AGREEMENT** HELP may change this Agreement by written notification Customer will be deemed to have received and approved a notification modifying the Agreement twenty (20) days after its mailing via the U S Postal Service to Customer's address of record with HELP Customer agrees to the new terms by using the PrePass system to bypass a vehicle after the twenty day notification has expired If Customer does not consent to the modified Agreement Customer must cancel his account in writing pay outstanding balance and return all issued devices Terms and conditions printed on purchase orders or checks are not effective to amend modify or supersede this Agreement
- 13 **ENTIRE AGREEMENT** This Agreement constitutes the entire understanding of the parties concerning the subject matter superseding all prior written or oral understandings (including predecessors)
- 14 **DATA PRIVACY** It is the policy of HELP to preserve bypass transaction data and all carrier business information with the utmost confidence Truck specific transaction data is used in PrePass only for the purpose of managing the by: Updated 05/08/03 ata is not publicly disclosed and is not permanently retained
- 15 **DRIVER INFORMATION GUIDE** All PrePass Customers agree to operate in accordance with the criteria outlined in the PrePass Driver Information Guide
- 16 **COMMUNICATIONS**
 - a Direct all correspondence and questions to
**PrePass Service Center 40 North Central Avenue, Suite 2200, Phoenix AZ 85004
Telephone 1 800-PrePass (1 800-773 7277) E mail servicecenter@prepass.com.**
 - b For PrePass transponder returns only mail or deliver to
PrePass, 2011 O'Toole Avenue San Jose, CA 95131 Attention Shipping & Receiving



RECEIVED MAR 19 2002

For Internal Use Only	
Sales Rep	DN
Account No	23117
# of Trucks enrolled	25



Application and License Agreement

IF YOU HAVE ANY QUESTIONS PLEASE CALL 1-800-PREPASS (773-7277)
VISIT OUR WEB SITE WWW.PREPASS.COM

SEND ME A PREPASS TRANSPONDER

I HAVE A TRANSPONDER (Complete Third Party Transponder Device Registration form)

Step 1 Company Information (Please print all information clearly)

Company or Owner Operator Name CORE-MARK INTL	Doing Business As (DBA Name) (Leased to Name or Company Name)
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Billing Information			
Contact Name FRANK KOVACH	Title TRANS MGR.		
Address 31300 MEDALLION DR.	City HAYWARD	State CA	Zip 94544
Email Address FKOVACH@CORE-MARK.COM	Telephone/Cell Number (510)477-4120	Fax Number (510)487-3257	

Shipping Information (For delivery of PrePass Transponders)			
Contact Name DAVE BENBOW	Title ASST. TRANS. MGR.		
Address (No PO Box) 31300 MEDALLION DR	City HAYWARD	State CA	Zip 94544
Email Address DBENBOW@CORE-MARK.COM	Telephone/Cell Number (510)477-4126	Fax Number (510)487-3257	

Mailing Information (PrePass Updates)			
Contact Name SAME AS SHIPPING INFO	Title		
Address	City	State	Zip
Email Address	Telephone/Cell Number	Fax Number	

Licenses and Permits Information			
Contact Name SAME AS SHIPPING INFO	Title		
Email Address	Telephone/Cell Number	Fax Number	

(Please complete all boxes below--write N/A in boxes that do not apply)

MC/ICC Number 291055	U S DOT Number 295289	CHP BIT Number (California) CA 55092
Carrier Type	New Mexico Criteria (must complete)	California Criteria (must complete)

SHIPPED MAR 17 2002

No expired documents will be accepted.

Copies of the following documents are required before this application can be processed.

Interstate Carriers

- Vehicle registration for each International Registration Plan (IRP) fleet
- Truck list for each IRP fleet (including truck number plate number make year and VIN)
- Single State Registration System (SSRS) Receipt (not required for private or exempt carriers)
- International Fuel Tax Agreement (IFTA) License
- Hazardous Materials/Waste License if traveling through these states
 - California license issued by California
 - Colorado - annual permit issued by Colorado
 - Ohio and/or West Virginia - license issued by the Alliance for Uniform Hazmat Transportation
 - California Motor Carrier Permit (if conducting intrastate business in California)
 - New Mexico Tax Identification Permit (if applicable)

Intrastate Carriers

- Vehicle Registration(s)
- Hazardous Materials/Waste License if traveling through these states
 - California - license issued by California
 - Colorado - annual permit issued by Colorado
 - Ohio and/or West Virginia - license issued by the Alliance for Uniform Hazmat Transportation
- California Only - Motor Carrier Permit
- Colorado Only - Insurance Card
- West Virginia Only - Operating Authority from PSC (for household goods movers solid/liquid waste carriers passenger carriers & tow truck operators)

For Internal Use Only	
Account No	23117
Check or Money Order (Circle One)	
Date Received	
Date Given to Acctg	

Step 2 Credential Authorization (To be completed only if you are using another carrier's credentials)

(Name of Carrier with Credentials) _____ authorizes Heavy Vehicle Electronic License Plate, Inc (HELP, Inc) to contact the appropriate licensing agencies and validate state and federal motor vehicle credentials for owner operators using our credentials * We understand this authorization is required for vehicles being enrolled in the PrePass electronic weigh station bypass service and that we are not liable for PrePass bypass charges incurred, but not paid, by the owner operator(s)

Authorized Signature _____

Date _____

Print Name & Title _____

Phone Number _____

* It is the carrier's obligation to notify PrePass if an owner operator is no longer eligible to use the above-carrier's credentials

IF YOU ARE OPERATING UNDER A COMPANY'S CREDENTIALS, THE ABOVE PORTION CANNOT BE SIGNED BY AN OWNER OPERATOR HELP, INC RESERVES THE RIGHT TO CONTACT THE SIGNATORY ABOVE TO VERIFY PROPER AUTHORIZATION IF YOUR CREDENTIALS CHANGE IN THE FUTURE, PLEASE NOTIFY THE PREPASS SERVICE CENTER-UPDATED CREDENTIAL INFORMATION MUST BE KEPT ON FILE

THE PREPASS SERVICE CENTER RETAINS CREDENTIAL AUTHORIZATION FOR SEVERAL LARGE CARRIERS CALL 1-800-PREPASS (773-7277) IF YOU ARE TOLD WE HAVE THIS INFORMATION ON FILE

Step 3 Credit Card Payment Option

PrePass strongly encourages fleets with less than ten vehicles to utilize the credit card processing option in order to eliminate invoicing for minimal amounts For participation into the credit card program, please see the enclosed Instructions for Enrollment

Step 4 Signatures (Must be completed)

I certify that I am authorized to bind the company or corporation in whose name this application is made I have read and reviewed the information on all pages of this Application and the License Agreement By signing below I indicate my acceptance and consent to the terms and conditions of this Application and the License Agreement printed with the application

NOTE If your IFTA license is issued from the state of North Carolina, this application must be signed by the owner of the company, a President or Vice President. Owner operators must have the Credential Authorization portion signed by the owner of the company, a President or Vice President.

Frank A. Kovach
Signature

Frank A. Kovach
Print Name & Title *Trucks Manager*

3/14/02
Date