FORM B10 (Official Form 10) (4/01)

United States Bankruptcy Court - District of Delaware

Name of Debtor	Case Number
Fleming Companies, Inc	**03-10945 (MFW)**

Name of Creditor (The person or other entity to whom the debtor owes money or property)
McKesson Corporation

Name and address where notices should be sent
Mary DeNevi, Esq
Bingham McCutchen LLP
150 Federal Street
Boston, MA 02110-1726

Telephone number **(617) 951-8000**

☐ 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 the address differs from the address on the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

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

1 Basis for Claim
- ■ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ■ Other **See attached schedule**

☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS # _____

Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 Date debt was incurred 6/21/02 forward

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ 1,380,046 92
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 See attached schedule

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 _____

Value of Collateral $_____

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

6 Unsecured Priority Claim
☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $_____
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 4/1/04 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 See attached schedule

9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

FILED
SEP 12 2003
BMC

Fleming Companies Claim
11705

Date	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)
9/10/03	Jenifer Jenkins, VP of Credit

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U

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

SCHEDULE TO PROOF OF CLAIM OF MCKESSON CORPORATION

Item 1 Basis for claim

McKesson Corporation (the "**Claimant**") submits this Schedule in support of its proofs of claim in the Chapter 11 cases of Fleming Companies, Inc (03-10945), Rainbow Food Group, Inc (03-10967), and Food 4 Less Beverage Company, Inc (03-10959) (collectively, the "**Debtors**") These cases and others are being jointly administered under Case No 03-10945 MFW (In re Fleming Companies, Inc)

Through its division McKesson Pharmacy Systems, Claimant rented pharmaceutical purchase tracking systems to one or more of the Debtors pursuant to rental agreements described below Through its division McKesson U S Health Care, Claimant distributed pharmaceutical and other products to various stores operated by one or more of the Debtors pursuant to the Supply Agreement identified below

Claimant cannot determine with certainty which Debtor or Debtors are liable for the various claims asserted herein For example, the Supply Agreement contemplates that stores owned and operated by Fleming Companies, Inc would do business under other names, such as "Rainbow Foods " Thus, Claimant shipped products to a number of stores operated under the name "Rainbow," but it is not clear in each instance whether Rainbow Food Group, Inc or Fleming Companies, Inc owned the store In any event, Claimant asserts that Fleming Companies, Inc (in addition to and not in substitution for the owner) is liable for all purchases under the Supply Agreement as a party thereto, regardless of the ownership of a particular store

Claimant has included in this Schedule all claims against any of the Debtors, identifying where possible the location of the applicable system or store Because of their volume, this Schedule and the accompanying Exhibits will be filed only in the case of Fleming Companies, Inc and will be incorporated into the other proofs of claim by reference

Pharmaserv Rental Agreements

The Claimant provided "Pharmaserv" systems to a number of the Debtors' stores pursuant to a number of separate Rental Agreements of various terms The systems allowed the Debtors to track pharmaceutical purchases made by their customers and also served as inventory control systems A representative copy of a Rental Agreement is attached hereto as Exhibit A A copy of the

Rental Agreement for the host system, which coordinated operations of the equipment and software, is attached as Exhibit B

One or more of the Debtors have assumed and assigned a number of Rental Agreements since the date they filed their Chapter 11 petitions (the **"Petition Date"**) Other Rental Agreements pertained to stores (the **"Closed Stores"**) that were closed before, or have been closed since, the Petition Date The Debtors may have rejected the corresponding Rental Agreements or abandoned the leased property back to Claimant in some instances, and in other instances may have taken no action other than to send notices of cancellation to Claimant Claimant claims prepetition rent and damages in respect of the Closed Stores, as detailed on Exhibit C

The Debtors have not made payments since the Petition Date under certain Rental Agreements that pertain to Closed Stores Claimant intends to file a request for payment of administrative expenses in connection with these past-due payments In the event that any payments due under Rental Agreements in respect of Closed Stores are not allowed as expenses of administration, Claimant reserves the right to amend this proof of claim to include such claims Claimant cannot at this time state with certainty the amount of such claims, because it is not clear whether or when the Debtors rejected the Rental Agreements that pertain to the respective Closed Stores

Sale of Goods

McKesson supplied pharmaceuticals, pharmacy-related supplies, over the counter drugs, health and beauty aids and sundries to one or more of the Debtors pursuant to that certain Supply Agreement between Fleming Companies, Inc and McKesson U S Health Care dated March 1, 1999 and amended October 25, 2001 The Supply Agreement and amendment contain confidential and proprietary information, thus, copies have not been attached to this proof of claim

On April 3, 2003, the Claimant made written demand (the **"Reclamation Demand"**) on the Debtors for reclamation of certain goods delivered to the Debtors prior to the Petition Date The Reclamation Demand has not yet been resolved This proof of claim includes amounts due for goods subject to the Reclamation Demand Claimant does not intend by such inclusion to waive or affect in any respect its Reclamation Demand, and reserves all rights with respect thereto

Item 4 Total Amount of Claim at Time Case Filed

Pharmaserv agreements	
• Prepetition arrears	$416 83
• Damages	$55,720 23
• Unpaid postpetition	Amount unknown
Supply Agreement	
▪ Unpaid invoices	$896,910 76
▪ NSF checks	$426,999 10
TOTAL	**$1,380,046 92**

Item 8 Supporting documents

The following documents upon which the Claimant relies in making this claim are attached to this Schedule

- Exhibit A Representative Pharmaserv Agreement
- Exhibit B Chain Host Agreement
- Exhibit C Pharmaserv Claims
- Exhibit D Claims under Supply Agreement

Additional documents upon which the Claimant relies in making this claim—including without limitation the Rental Agreements that pertain to each Closed Store and the invoices listed on Exhibit D—are voluminous Upon information and belief, one or more of the Debtors are in possession of these documents Copies of the documents will be made available to other parties in interest upon request Copies of the Supply Agreement and amendment will be made available only if the requesting party agrees to maintain the confidentiality of such documents Inquiries should be directed to counsel to the Claimant at the following address

Bingham McCutchen LLP
150 Federal Street
Boston, MA 02110
Attn Mary DeNevi, Esq

Claimant reserves the right to amend this proof of claim, this Schedule and/or the accompanying Exhibits, and to submit further evidence in support of its claim, if and as additional information becomes available to Claimant Claimant reserves all rights of recoupment and setoff to which it may be entitled under applicable law Claimant also reserves the right, if and as applicable, to file one or more requests for payment of administrative expense respecting any component of its claim, whether or not asserted herein

1-14

RAINBOW # 72

Rental

Agreement

Pharmaserv®
FOR WINDOWS™

Schedule A 1-14 #669656

Section A: RENTER INFORMATION

Updated 11/09/98

Name ✓ FIRMING COMPANIES, INC, DBA RAINBOW PHARMACY #72
Full legal name of Renter (Include DBA)

Address ✓ 3540 — 124th AVE.

City ✓ COON RAPIDS State ✓ MN Zip ✓ 55433

County _____ Phone ✓ ( ) - 612 - 323 - 3903

Fax # ( ) - _____ Contact RICHARD HAYES

Modem # ( ) - _____ Current CareMax Subscriber ☐ Yes ☐ No ☑ Pending

McKesson Acct # _____ McKesson DC/Region 152 / C Monthly Purchase Volume _____

MPS Rep JPS McKesson Rep _____

Section B: BASE SYSTEM

Check One.

☑ Pentium II 400 MHz Tower w/ internal tape drive and extender cable kit..... $819

☐ Pentium II 400 MHz Desk Top w/ external tape drive..... $799

Server Hardware

128MB RAM Memory
2MB VRAM
1 44MB Floppy Disk Drive
CD-ROM
Integrated Network Access
Digi 4 port MUX
Dual 4GB SCSI Hard Disk Drive
Mouse
17 15" SVGA Color CRT w/Keyboard
2 Parallel and 2 Serial Ports
2 - 33 6 Kbps Modem w/10ft cable
Dot Matrix Printer (80 col)
6 ft Printer Cable
UPS (CVC/Battery Backup)

Server Software and Services:

Pharmaserv® FOR WINDOWS™ Software and Maintenance Services
Microsoft® SQL Server
Microsoft Windows NT Server
IQ Viewer
Economlnk® Software[1]
Price File Updates
THE MEDI-SPAN SOLUTION™ databases and quarterly updates
3rd party CAM, ECS, Tape and Print Programs and Maintenance
PCAnywhere™ Software
Omnilink℠ Connectivity[2]
Base System Hardware Maintenance

Specify

☐ Com Port to Modem Cable - 10 ft.	$ N/C
☐ Mux to Modem Cable - 10 ft.	$ N/C
☐ Extender Cable Kit for Desk Top Cabinet - 6 ft ea Includes Mouse, Keyboard Monitor Cables	$ 25

Section B-1: Total Cable Purchase: _____

Section B-2: Base System Monthly Rental

☑ McKesson Discount.
☐ CareMax Discount

Section B Total Monthly Rental: 719

[1] *Plus Economlnk Maintenance Fees where applicable*
[2] *Must subscribe to Omnilink Services*

Section C: SOFTWARE AND MAINTENANCE SERVICES

	Mo /Rental	Extended Mo Rental
☐ Accounts Receivable Software and Maintenance Services	$ 25	
☐ Spanish PIL (Patient Information Leaflets)	$ 10	
☐ Other (Specify) _____		
☐ Other (Specify) _____		

Section C. Total Monthly Rental: –

Section D: OPTIONS

		QTY	Unit Price	Extended Price	Monthly Rental	Extended Mo./Rental
☑	**Client:** Pentium 350 MHz CPU, 32MB RAM, 2.1GB EIDE, Hard Disk Drive, 2MB VRAM, 15" Super VGA Color, CRT w/Keyboard, 1 44 Floppy Disk Drive, Mouse, Integrated Network Card, CD-ROM, Microsoft®Windows NT™ Workstation	1			$84	84
☑	Client w/ Refill Telemanager - 2 line	1			☐ $ 149	149
☐	Client w/ Refill Telemanager - 4 line				☐ $ 179	
☐	Server to Client Non-Hub Cable	25 ft.	x			
☐	Server to Client Non-Hub Cable	50 ft.	x	$50		
☐	Server to Client Non-Hub Cable.	75 ft.	x	$75		
☐	Server to Client Non-Hub Cable	100 ft.	x	$100		
☐	Hub to Client Cable	25 ft.	x			
☑	Hub to Client Cable	50 ft.	2 x	$50		100
☐	Hub to Client Cable	75 ft.	x	$75		
☐	Hub to Client Cable.	100 ft.	x	$100		
☑	Laser Printer (*)(**)		1		$ 79	79
☐	Parallel Printer Cable	6 ft	x			
☐	Super Parallel Printer Cable	35 ft.	x	$95		
☐	Super Parallel Printer Cable	50 ft.	x	$125		
☐	Super Parallel Printer Cable	100 ft.	x	$195		

Section D: OPTIONS (CONTINUED...)

		QTY		Unit Price	Extended Price		Optional Mo./Rental.	Extended Mo./Rental
☐ Dot Matrix Printer (80 Col)							$ 30	
☐ Parallel Printer Cable	6 ft.		x					
☐ Super Parallel Printer Cable	35 ft.		x	$95				
☐ Super Parallel Printer Cable	50 ft.		x	$125				
☐ Super Parallel Printer Cable	100 ft.		x	$195				
☐ Pull Tractor Feed (for Multi-Layer Forms)						☐	$ 2	
☐ Serial Printer Interface Card						☐	$ 4	
☐ 33 6K bps Modem							$ 12	
☐ Com Port to Modem Cable	25 ft.		x					
☐ Com Port to Modem Cable	50 ft.		x	$50				
☐ Com Port to Modem Cable	75 ft.		x	$75				
☐ Com Port to Modem Cable	100 ft.		x	$100				
☐ Mux to Modem Cable	25 ft.		x					
☐ Mux to Modem Cable	50 ft.		x	$50				
☐ Mux to Modem Cable	75 ft.		x	$75				
☐ Mux to Modem Cable	100 ft.		x	$100				
☐ 17" SVGA Color CRT							$ 24	
☒ 17" SVGA Color in place of 15"		1					$ 19	19
☒ Digi 5 Port Hub- w/ 25ft. cable		1					$ 5	5.00
☐ Digi 9 Port Hub- w/ 25ft. cable							$ 7	
☐ 32 MB Memory Updgrade							$ 19	
☒ ~~UPS (GVG/Battery Backup)(***)~~		~~1~~					$ 15	~~15~~
☒ Other (Specify) ~~2 line Refill Telemanager~~		~~1~~	x			☒	~~6.5~~	~~6.5~~
☐ Other (Specify) ~~added to client in p. 2~~			x			☐		
☐ Other (Specify)			x			☐		

Section D-1: Total Purchase Options: 100.

Section D-2: Total Monthly Rental: ~~1005~~ 1055.00

** *As expressly set forth in the Terms and Conditions, Rental contingent upon use of labels and forms purchased from McKesson Printing Services.*

Section E: ADDITIONAL SPECIAL ORDER CABLE LENGTHS

Cables are a one time charge only

	Length	QTY		Unit Price	Extended Price
☐ Extender Cable Kit (Monitor, Keyboard Mouse 6ft. ea.)	6 ft		x	$25	
☐ Mux to Modem Cable	25 ft.		x	$10	
☐ Com Port to Modem Cable	25 ft.		x	$10	
☐ Hub to Client Cable	25 ft.		x	$15	
☐ Hub to Client Cable	50 ft.		x	$25	
☐ Hub to Client Cable	75 ft.		x	$35	
☐ Hub to Client Cable	100 ft.		x	$50	
☐ Server to Client - Non-Hub	25 ft		x	$25	
☐ Server to Client - Non-Hub	50 ft.		x	$50	
☐ Server to Client - Non-Hub	75 ft.		x	$75	
☐ Server to Client - Non-Hub	100 ft.		x	$100	
☐ Hub to Hub Cable	25 ft.		x	$15	
☐ Hub to Hub Cable	50 ft.		x	$25	
☐ Hub to Hub Cable	75 ft.		x	$35	
☐ Hub to Hub Cable	100 ft.		x	$50	
☐ Parallel Super Printer Cable	35 ft.		x	$95	
☐ Parallel Super Printer Cable	50 ft.		x	$125	
☐ Parallel Super Printer Cable	75 ft.		x	$155	
☐ Parallel Super Printer Cable	100 ft.		x	$195	
☐ Other (Specify) _____	ft.		x		

Section E: Total Cable Charge: ☐

Section F: PURCHASER SUPPLIED HARDWARE

Make\Model	Optional Monthly Hardware Maintenance (Hardware must have been purchased from MPS)

Section F. Optional Monthly Hardware Maintenance: ☐

As provided in the Terms and Conditions, MPS shall have no obligation, responsibility, or liability to support hardware or software or any other items not licensed or purchased directly from MPS

1055.00

Section G: TOTALS

1) Monthly Rental Subtotal - Add Schedule A, Section B, C, and D-2		$~~1070~~ 92 AP ~~1005~~ 00
Other (Specify)		$1055 00 AP
Other (Specify)		~~$1070~~ ~~1005~~ 00
2) Total Monthly Rental		
3) Special Order Cable Lengths - Schedule A, Section B-1, D-1 and E Total		100 00
Other (Specify)		
Other (Specify)		
4) Training - Total of Schedule B, Section E		
Other (Specify)		
5) Data Conversion - Total of Schedule B, Section H.		
Other (Specify)		
6) Total Purchases - (Add Sections G3, G4 and G5) Toni to Bill cust		100 00
7) Initial Start-up Fee Includes administrative fees, MPS installation assistance (via phone support), and in-transit insurance Initial Start-up Fee due upon submission of Rental Agreement.	$3100 00 DVE	$1,995

No Deposit rec'd

As set forth in paragraph 2 of the Terms and Conditions, Renter is responsible for all applicable taxes, freight and handling charges

✓ By [signature] (Signature)

✓ Name RICHARD HAYES (Print or Type)

✓ Title DIR. of PHARMACY

✓ Date 12/22/98

Average Daily RX Volume Ø

✓ Requested Delivery Date 3/15/99

Current Computer Vendor NONE

Schedule B

Section A: RENTER INFORMATION

Name ✓ FLEMING COMPANIES, INC. DBA RAINBOW PHARMACY #72
✓ *Full legal name of Renter (Include DBA)*

Address 3340 124TH AVE. COON RAPIDS, MN 55433

Phone ✓ ( ) - 612-323-3903 Contact RICHARD HAYES

Section B: THIRD PARTY INFORMATION

Tape Claim Plan and Provider Numbers

The numbers listed below are the Renter's provider numbers utilized by the Third Party Carriers that MPS will be processing and submitting tape claims to on behalf of the Renter Many states require a tape billing authorization and/or Power of Attorney to designate a service bureau as billing agent. Claims cannot be processed for these carriers without this information

State Medicaid # _____ Blue Cross # _____

Other (Specify carrier and number) _____

_____

_____

_____

NBS - PENDING

As set forth in the Terms and Conditions, tape to tape prescription and/or DME claims (if and when available) in excess of 300 claims per month will be billed at $0 10 per claim, with a maximum charge of $53 00 per month

Please provide the following Pharmacy Numbers for the above location

NABP # _____ DEA # _____ STATE LICENSE # _____

State Medicaid Drugs Flagged As Not Covered (TNC) - Initial File Load
Not Available in the following state AZ

Would you like initial TNC file load?

☐ Yes
☐ No

Schedule II Electronic Reporting
The following states permit electronic reporting.
MI, OK, MA, HI, IN, NV, WV, ID, CA
Do you wish to participate?

☐ Yes
☐ No

Section C: PRICE FILE UPDATES

Please indicate one price region

☑ Region 4 - Medi-Span AWP Prices

☐ Region 5 - McKesson District Wholesale AWP Prices

☐ Region 7 - McKesson AWP Prices

MAXIMUM ALLOWABLE COST UPDATES (MAC)

Would you like to receive Mac Updates where available?

☑ Yes (Please complete MAC Update Selection Form)

☐ No

TERMS AND CONDITIONS

Updated 5/29/98

(This Rental Agreement contains provisions set forth on this document, all of which are made a part of the Agreement.)

McKesson Corporation through its division McKesson Pharmacy Systems ("McKesson" or "MPS") agrees (i) to provide to the person or entity whose name appears in Section A of Schedule A hereof ("Renter") the equipment and related items designated in Sections B, D and E of Schedule A ("Equipment") and (ii) to grant a non-transferable license to use that computer software designated in Sections B, C, and D of Schedule A, including any documentation, related materials, derivative works thereof, and/or modifications thereto (the "Software"), and (iii) to provide the maintenance services set forth in this Agreement ("Maintenance Services"), for the charges set forth in this Agreement. The Equipment and the Software are collectively referred to as the "System" In the event that the Renter desires to add additional software, equipment, and/or maintenance services, such additions may be effected by the execution of an additional schedule ("Add-On Schedule") which is subject to acceptance by MPS Such Add-on Schedule shall specifically refer to and shall be subject to the terms and conditions of this Agreement, and such equipment, software or maintenance services shall be included within the Equipment, Software and Maintenance Services for all purposes hereof, unless otherwise specified on the Add-On Schedule. During the term of this Agreement, MPS shall at all times retain title to the System.

1 **RENTAL AGREEMENT** The term of this Rental Agreement shall begin on the date of delivery of the Equipment ("Commencement Date") and shall continue for forty-eight (48) consecutive months unless terminated in accordance with Paragraph 22, 22A, 22B or 24, below

2 **PAYMENT TERMS** Renter shall pay any sales, use, excise, personal property or similar taxes which may be imposed by federal, state, or local governments with respect to the products and services provided by MPS Renter shall be billed and agrees to pay all shipping and handling charges. All invoices are due and payable upon receipt. MPS shall have the right to apply all sums, of whatever nature, received from the Renter, to any amounts due and owing by the Renter to MPS under the terms of this Agreement. In the event this Rental Agreement is not fully consummated, the Initial Start-up Fee will be retained by MPS as liquidated damages for the loss of benefit of its bargain and not as a penalty Upon the failure of Renter to pay all said invoices as provided herein, MPS, in its sole discretion, may suspend all services and/or deactivate, disable, or delete the Software from System and/or backups without notice to Renter

2.1 System Rental Payment shall be made to MPS or its agent with the first month rental charges prorated based on delivery date, and each payment thereafter set forth on Schedule A, Section G Total Monthly Rental. Renter shall pay the initial start-up fee prior to System shipment. Subsequent monthly rental charges shall be due and payable monthly thereafter on the first day of each month for the term of this Agreement. MPS reserves the right to increase the charges with 30 day notice, provided however, such charges are subject to an overall increase of 5% annually

2 2 Total Monthly Rental Fee Redetermination Renter may have been given discounts off the Total Monthly Rental for utilizing McKesson as a vendor source ("McKesson Discount"), and/or contracted with McKesson for utilization of the CareMax Service ("CareMax Discount"). If the Renter fails to purchase from McKesson for a period of three consecutive months, and/or terminates the CareMax Agreement with McKesson, then MPS shall have the right to redetermine the Total Monthly Rental charge by eliminating the McKesson Discount, and/or CareMax Discount as applicable, as set forth on Schedule A, Section B. In no event shall such redetermination limit or affect McKesson's rights and remedies otherwise available under this Agreement.

2.3 Payment for Service and Supplies such as, but not limited to labels, forms, ribbons, media, data entry service, special order cable length charges, tape to tape and additional training shall be invoiced to Renter upon shipment of supplies or completion of service

2.4 Payment for Econolink Software Module. Payment by Renter for the use of the Econolink Software Module ("Monthly Econolink Fees") will be based upon the volume of the monthly purchases made by Renter from McKesson ("Monthly Purchase Volume") Such payment will be in accordance with the schedule listed below ("Econolink Schedule"), unless otherwise designated, and will be paid by the Renter to McKesson as a monthly fee during the term of this Agreement, and any renewal hereof, commencing on the date of installation of the System. All sums to be paid for the Monthly Econolink Fee shall be subject to the specific payment terms set forth in the Renter's supply agreement with McKesson.

ECONOLINK SCHEDULE

Monthly Purchase Volume	Monthly Econolink Fee
Over $25,000 00	No charge
$ 1 00 - $25,000 00	$ 32 00

2.5 Econolink Software Module Monthly Fee Redetermination. If the Renter fails to purchase from McKesson for a period of three consecutive months the anticipated Monthly Purchase Volume set forth on Schedule A, then McKesson shall have the right to redetermine the Monthly Econolink Fee, as specified in Paragraph 2.4 to reflect the appropriate monthly fee for the quantity level actually being purchased by the Renter on a monthly basis. In no event shall such redetermination limit or affect McKesson's rights and remedies otherwise available under this Agreement.

TERMS AND CONDITIONS (CONTINUED...)

2 6 **Collection Charges.** If any invoice is not paid when due, MPS may impose a service charge of 1% per month of the amount overdue Payments thereafter received shall be applied first to delinquent invoices and service charges, then to current invoices. If for any reason a Renter's check is returned to MPS for nonpayment, a $20 00 bad check charge shall be payable by Renter to MPS Renter realizes Renter is responsible for making payments regardless of whether or not Renter receives billing statements

3 **LIMITED WARRANTIES AND WARRANTY DISCLAIMERS.** EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, ALL HARDWARE, SOFTWARE, DATA, SERVICES AND OTHER DELIVERABLES ARE PROVIDED "AS IS" AND MPS DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE SYSTEM AND/OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT

4 **ASSIGNMENT** Without MPS's Prior written consent, Renter will not sell, assign, lease, rent, pledge, or otherwise encumber, or permit a lien to exist on or against any Equipment or Software or any other of Renter's rights and obligations under this Agreement. MPS may assign all or part of its rights and obligation under this Agreement without Renter's consent. Renter agrees that in any action brought by an assignee against Renter to enforce MPS's rights hereunder, Renter will not assert against such assignee and expressly waives as against any assignee, any breach or default on the part of MPS hereunder or any other defense, claim or setoff which Renter may have against MPS either hereunder or otherwise No such assignee shall be obligated to perform any obligation, term or condition required to be performed by MPS hereunder

5 **COMPUTER SOFTWARE.** Notwithstanding any other terms and conditions of the Agreement, Renter is granted a non-transferable and non-exclusive license to use the Software only on the Equipment listed on Schedule A, Sections B, D and F as amended, and only for the purpose of Renter's pharmacy business. Extra copies of the Software may be made by Renter for back-up purposes only The Software is the property of MPS or its licensor and nothing contained herein shall be deemed to convey any title or ownership interest in the Software to Renter Renter acknowledges that the Software is proprietary to MPS or its licensor and that the Software is regarded by its owner as a valuable trade secret and confidential information. As such, Renter will safeguard the Software and treat it as the confidential business property of another To that end, Renter agrees (i) that neither it nor any person having access through it to the Software will attempt to modify, decompile or reverse engineer the Software, and (ii) not to disclose the Software code or any part thereof to any third party, and (iii) to to take reasonable steps to ensure that all persons having access through it to the Software will observe its obligations relating to the Software. Upon any cancellation of this Agreement or termination of the license to use the Software, Renter will promptly return to MPS the Software and all copies thereof made by it. The provisions of this Paragraph will survive any cancellation of this Agreement or termination of the license to use the Software.

6 **SITE PREPARATION** Renter may receive from MPS specifications for preparation of the site for the Equipment. Site preparation and related costs will be the sole obligation of the Renter and will be completed prior to the date upon which MPS notifies Renter that the Equipment is scheduled for delivery

7 **INSTALLATION** MPS will assist with the installation and testing of the System via phone support. In the event Renter requests to have MPS or its designee install the Equipment on-site, MPS shall bill and Renter shall pay MPS's then current rate and expenses for installation of the Equipment.

8 **EQUIPMENT MAINTENANCE.** Renter shall notify MPS immediately of any failure of the Equipment to operate. Unless otherwise terminated, for the term of this Agreement, MPS or its designee shall maintain the Equipment solely by replacing malfunctioning part(s) Upon the receipt of the replacement part(s), Renter will be required to return the malfunctioning part(s) in accordance with MPS's instructions. Equipment to be exchanged will be shipped by way of overnight freight to arrive the next business day MPS will bear the cost of labor and parts for so maintaining the Equipment when labor and parts are required because of normal wear and tear Exchanged parts removed from the Equipment shall be sent to and remain the property of MPS or its designee and will not be returned to the Renter Such maintenance services shall be provided only Monday - Friday on normal business days between the hours of 8 00 a.m. and 5 00 p m

9 **SERVICE LIMITATIONS.** The Equipment maintenance services to be provided by MPS hereunder shall not include, and Renter specifically assumes, the cost of the following (i) Maintenance service for causes other than normal wear and tear Examples of causes other than normal wear and tear are unauthorized attempts to repair, maintain, or modify the Equipment by other than personnel of MPS or its designee; catastrophe; failure of the Equipment after being maintained by other than personnel of MPS or its designee; fault or negligence of Renter; operator errors; improper use of the Equipment; and causes external to the Equipment such as, but not limited to, transportation or fluctuations in humidity, temperature, or electric current; (ii) Operating supplies or accessories, electrical work external to the Equipment, and maintenance of accessories or attachments to the Equipment not furnished by MPS (iii) Moving of the Equipment or any component thereof; and (iv) Maintenance services provided outside the scope of this Agreement. Such services shall be invoiced after completion of such services at the then prevailing rates of MPS or its designee for labor and parts, and payment shall be due upon receipt of invoice.

10 **RESPONSIBILITIES OF THE RENTER.**

10 1 Renter will undertake the proper supervision, control and management of its use of the System including but not limited to (i) assuring proper computer system configuration, Software and Equipment installation, verification, audit controls, third party payment reconciliation, and operating methods, (ii) ensuring proper procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error malfunction, (iii) maintaining site conditions for the Equipment according to specifications originally provided to Renter or if not so provided, according to the specifications of the manufacturer thereof; and (iv) providing dedicated 120 volt line(s) for the Equipment.

TERMS AND CONDITIONS (CONTINUED...)

10.2 Renter is responsible for (i) securing the proper contracts required by Renter's third party plans, processors, and switch services, and (ii) for submission of claims, rebillings and/or claim adjustments of those claims requiring rebilling and/or claim adjustments to the third party plans within the time limits and specifications required by the plans

10.3 MPS and/ or its agent may, but shall not be obligated to, agree with Renter to pre-load data, convert data and/or update certain data within Renter's System The pre-loaded data, converted data and/or updated data may include, but is not limited to patient profile information, doctor files, drug file information, insurance information, special pricing, dispensing fees, mark-ups, mark-downs, percentages, copay schedules, pricing, city codes, other information relating to billing of prescriptions to third parties and processors, switch services information, provider numbers, and label formats. Renter agrees to verify that all pre-loaded data, converted data and/or updated data is correct and complete and the verification will be completed prior to using the data as live data. In the event that an error is found upon verification, Renter agrees to notify MPS immediately by phone, followed in writing, and will allow MPS and/or its agent to perform and/or communicate error corrections. Renter understands and agrees that the accuracy and completeness of all pre-loaded data, converted data and/or updated data is the sole responsibility of Renter, and MPS will assume no liability or responsibility with respect to the pre-loaded data, converted data and/or updated data.

10.4 If Renter has opted to utilize the Schedule II Reporting Service offered in those states specified in Section B of Schedule B, as such section may from time to time be amended, Renter will (i) follow the specification required by the entity for which Schedule II reporting is required, and (ii) review all reports provided by MPS to Renter listing the Schedule II prescriptions dispensed and reported to the entity requiring Schedule II reporting to insure all Schedule II prescriptions dispensed were reported and were reported accurately; and (iii) correct and resubmit the Schedule II prescriptions dispensed that do not appear on the report or appear on the report as inaccurate; and (iv) allow drug extraction as described in Paragraph 18

10.5 If Renter has opted to utilize the data conversion option(s) as offered in Section H of Schedule B ("Data Conversion"), Renter will (i) to warrant that it is the owner of the data and the reports which will be used in connection with the Data Conversion process and is authorized to make available the data and reports necessary to MPS or its designee; and (ii) install the required equipment and cabling supplied by MPS or its designee ("Conversion Equipment") from its current computer vendor's system ("Current Computer Vendor") to the MPS System, and (iii) run the reports required on its Current Computer Vendor's system that will be used in the Data Conversion process; and (iv) validate the Converted Data within 10 days of the conversion completion and before using the data as live data, and (v) validate all converted patient and prescription information against the hard copy prescription records prior to activating the prescription or creating a new prescription record, and (vi) return all Conversion Equipment to a location specified by MPS or its designee upon completion of the Data Conversion or any further attempts to convert the Renter's data. In the event that Renter fails to return the Conversion Equipment by the date requested by MPS, MPS shall bill and Renter shall pay $50 00 per day until the Conversion Equipment has been returned.

11 MOVEMENT OF EQUIPMENT Renter shall notify MPS in writing thirty (30) days prior to moving the Equipment. MPS shall be under no obligation to continue providing maintenance services hereunder if the Equipment is moved without the prior written approval of MPS MPS, at its option, shall supervise, or shall have its designee supervise, the deinstallation and reinstallation of the Equipment which the Renter wishes to move. Renter shall pay for the labor and materials provided during the movement of the Equipment at the then prevailing rates of MPS or its designee.

12. SOFTWARE MAINTENANCE. The Software Maintenance Services to be provided by MPS hereunder will be (i) determining the cause and providing corrections, if necessary, for errors reported by Renter in the operation of the Software, and (ii) furnishing to Renter upgrades to the Software which improve the operating performance of the Software and which are generally made available at no charge to all users thereof. As a condition of MPS providing such services, Renter will provide a dedicated dial-up telephone line for use by MPS. This service is available at then current published hours Services rendered outside this time are billable at then current rates. As a condition of Renter receiving Software Maintenance Services, Renter must perform system back-up daily If MPS's elects to provide assistance that is required due to failure to back-up by Renter, the time spent will be billable at then current rates.

13 PRICE/DRUG FILE UPDATES. If Renter chooses to utilize MPS's Price/Drug File Updates service, MPS shall provide Renter with Price/Drug File maintenance, via telephone communications. Renter will to adhere to MPS's communication schedule MPS will provide Renter with current Average Wholesale Price, Maximum Allowable Cost and other relevant drug information, based upon Updates received from Medi-Span, and/or other sources. Maximum Allowable Cost will only be provide if Renter has opted to utilize MAC updates as specified in Section C of Schedule B which may be amended from time to time. MPS makes no warranty with respect to, and assumes no liability with respect to accuracy of codes, prices or data in the Drug File, or Weekly Update, due either to any clerical, mechanical, programming or other error Prices provided are not quotations or offers to sell or purchase

14 THIRD PARTY PRESCRIPTION PROCESSING A. Renter designates MPS as its software vendor and/or billing agent for the processing and submission of tape to tape prescription claims to the third party prescription plans ("Plans"). Renter designates MPS as its software vendor and/or billing agent for Plans utilizing electronic eligibility and/or adjudication of claims and/or printing of claim forms. It is intended that the Plans make payment directly to the Renter or Renter's patient. MPS shall act solely as billing agent and/or software vendor of the Renter, makes no warranty with respect to, and assumes no liability for payment or rejection of claims by the Plans. B It is expressly understood by the parties that the service provided herein is subject to federal, state and local laws and regulations, as well as the requirements specified from time to time by each of the Plans and that the Renter shall immediately notify MPS upon learning of any changes in requirements specified by any of the Plans. This Agreement in no way affects or relates to any agreement in existence between the Renter and the Plans. C MPS reserves the right to discontinue or change the method of claim submission to Plans. D Renter understands that it is responsible for pricing all claims on its computer E. Tape to Tape prescription and/or DME (if and when available) claims in excess of 300 claims per month will be billed at 0 10 per claim, with a maximum charge of $53 00 per month.

TERMS AND CONDITIONS (CONTINUED...)

15 LIMITATION OF LIABILITY. Renter acknowledges that clinical information contained in the drug interaction and THE MEDI-SPAN SOLUTIONTM DUR and Patient Information Leaflet modules of the System is intended to supplement the knowledge of physicians pharmacist and other health care professionals regarding drug therapy problems and patient counseling information. This information is advisory only and is not intended to replace sound clinical judgment in the delivery of health care services Users are advised to review the definitions functionality and limitation of each DUR Module in the appropriate user's guide MPS AND/OR MEDI-SPAN, INC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO THE QUALITY, ACCURACY, OR SUITABILITY OF THIS INFORMATION FOR ANY PARTICULAR PURPOSE WHILE MAKING ALL REASONABLE EFFORTS TO ENSURE ACCURACY, MPS ASSUMES NO RESPONSIBILITY FOR ERRORS THAT MAY APPEAR IN THE MANUALS ON-LINE HELP SCREENS DATABASES OR PROGRAMS RENTER ACKNOWLEDGES THAT THE SYSTEM IS NOT TO BE REGARDED OR RELIED UPON AS A SUBSTITUTE FOR THE SKILL, JUDGMENT, AND CARE OF THE PHARMACIST OR OTHER PROFESSIONAL IN DISPENSING OR BILLING PHARMACEUTICAL PRODUCTS MPS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE FOR PRODUCT DISPENSED OR DISTRIBUTED BY ANY PERSON OR ENTITY USING THE SYSTEM FOR ANY PURPOSE, OR FOR ANY SIDE EFFECTS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND OR DESCRIPTION WHATSOEVER FROM THE USE OF ANY SUCH PRODUCT, IT SHALL BE EXPRESSLY UNDERSTOOD THAT SUCH LIABILITY AND RESPONSIBILITY REST ENTIRELY UPON THE PHARMACIST OR OTHER PROFESSIONAL RENTER AGREES THAT IN NO EVENT WILL MPS BE LIABLE TO IT FOR ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, OR INDIRECT, DIRECT, OR SPECIAL CONSEQUENTIAL DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY THE SYSTEM OR AN INADEQUACY, DEFICIENCY, OR DEFECT THEREIN EVEN IF MPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN NO EVENT WILL MPS BE LIABLE TO RENTER WITH RESPECT TO ANY CLAIM IN ANY AMOUNT WHICH EXCEEDS THE AMOUNT THAT MPS RECEIVED HEREUNDER. IF MPS IS NAMED AS A PARTY IN ANY LEGAL PROCEEDING BY A PERSON OR ENTITY WHO CLAIMS DAMAGE FROM THE USE OF THE SYSTEM THROUGH RENTER, THEN RENTER AGREES TO HOLD MPS HARMLESS AND INDEMNIFY IT, INCLUSIVE OF REASONABLE ATTORNEY'S FEES AND COSTS, IN SUCH LEGAL PROCEEDING, PROVIDED THAT MPS GIVES RENTER PROMPT NOTICE OF ANY SUCH PROCEEDING. THE PROVISIONS OF THIS PARAGRAPH 15 WILL SURVIVE ANY CANCELLATION OR TERMINATION OF THIS AGREEMENT OR TERMINATION OF THE LICENSE TO USE THE SOFTWARE

16. FORCE MAJEURE. MPS will not be responsible or liable for any delay or failure in performance resulting directly or indirectly from any cause beyond MPS's control.

17 TRAINING Training on the System will be provided by MPS Pursuant to the terms of Section E of Schedule B Renter will comply with all requirements and guidelines specified in Section E of Schedule B All travel expenses to the training center or group training will be the responsibility of Purchaser MPS will make every effort to accommodate the training dates as requested in Section E of Schedule B, however training is subject to trainer availability

18. DRUG USAGE INFORMATION Renter hereby authorizes MPS to extract drug usage information from the System without interruption to normal business operations. Confidentiality of patient medical records will be maintained in accordance with applicable laws and regulations If in the course of any month Renter fails to allow MPS to access such drug usage information, Renter will be invoiced and agrees to pay an additional forty dollars ($40 00) to be added to that month's Total Monthly Rental.

19 EXCLUSIONS. MPS has no obligation, responsibility or liability (i) to support Software that is not the then-current release or the current Software product; and (ii) for hardware, software or other items or any services provided by any persons other than MPS, and (iii) for any changes in Renter's hardware or software that may be necessary in order to use the Software due to a Software upgrade that contains enhancements, workarounds, error correction and/or fixes, or a new Software product which MPS has deemed to replace the existing Software. Any hardware or software upgrades that may be required to operate the Software will be at the sole expense of the Renter

20. RISK OF LOSS. Renter bears the risk of loss, theft or damage to the Equipment (collectively "Loss") effective on delivery of Equipment to Renter Renter will advise MPS in writing within 10 days of any Loss. Except as provided within the terms of this Agreement, a Loss does not relieve Renter of the obligation to make Rental Payments and pay other amounts owed to MPS In the event of Loss, MPS at its option, may (a) require Renter where practicable, to restore the Equipment to good condition reasonably satisfactory to MPS or (b) require Renter to pay MPS its anticipated return ("Lessor's Return"), which shall consist of the following amounts; (i) the Total Monthly Rental (and other amounts) due and owing under the Rental Agreement at the time of such Loss; plus (ii) Rental Payments from the date of such Loss to the end of the 48 month Term hereunder (without regard to any provision regarding early termination by Renter), plus (iii) the Casualty Value of such Equipment. "Casualty Value" is determined by multiplying the Casualty percentage of 20%, by the equipment cost. In the event that any amount calculated hereunder is required under applicable law to be discounted to present value, it shall be so discounted at a rate of 5% per annum With respect to Equipment subject to a Loss, upon Lessor's full receipt of such Lessor's Return (i) the Rental shall terminate, (ii) Renter shall be relieved of its obligations under the Rental Agreement, and (iii) Renter shall be entitled to MPS's interest in such Equipment "AS IS, WHERE IS " and without any warranty, expressed or implied from MPS, other than the absence of any liens by, through, or under MPS

21 RETURN OF THE EQUIPMENT. Upon the expiration or termination of this Rental Agreement, Renter, at its expense and with all packaging, shipping and handling costs prepaid including insuring the Equipment to be shipped for its full replacement value, shall immediately return the Equipment in as good a condition as received, less normal wear and tear, to any place in the United States that MPS designates. Renter shall pay to MPS all amounts necessary to bring the Equipment to retail resalable condition, full working order, and in complete repair, or MPS may bill Renter and Renter must pay all cost to repair or replace the Equipment. In the event the Equipment is removed from the premises as described on this Rental Agreement, the Renter shall be solely responsible for all damage and other costs to the Equipment and the premises If the Renter fails to return the Equipment for any reason whatsoever, MPS shall bill and Renter shall pay the fair market value of the Equipment to be determined by MPS.

TERMS AND CONDITIONS (CONTINUED...)

22. **RENEWAL.** This Agreement shall be automatically renewed for an additional term of twelve (12) months at the expiration of the initial term and shall thereafter be automatically renewed for additional twelve (12) month periods, unless either party gives written notice to the other by certified mail of its election not to renew at least sixty (60) days prior to the end of the then current term

22A. **TERMINATION FOR CONVENIENCE.** This Rental Agreement may be terminated without cause by Renter at any time during the initial term hereof upon written notice given to McKesson by certified mail at least ninety (90) days prior to the date of such termination and, unless such termination is pursuant to paragraph 22B hereof, payment of an early termination fee equal to three (3) months' of the then current Total Monthly Rental.

22B. **TERMINATION UPON RELEASE OF REPLACEMENT SYSTEM.** McKesson may release a new version of, or replacement product for, Pharmaserv for Windows, designed to operate on a hardware or software platform or platforms incompatible with the Equipment or Software (a "Replacement System") Upon such release of a Replacement System, McKesson shall inform Renter of the terms on which McKesson is willing to convert Renter to the Replacement System (which may require the purchase of additional hardware and software) McKesson shall give Renter at least ninety (90) days written notice if McKesson decides to discontinue support for the then current version of Pharmaserv for Windows included in the Software. If by the end of such ninety (90) day period, Renter shall not have agreed with McKesson to convert to the Replacement System, either McKesson or Renter may terminate this Rental Agreement, without further obligation, effective upon written notice given at any time after the end of such ninety (90) day period.

23 **DOCUMENTATION REQUIREMENTS.** Renter will promptly execute and deliver to MPS such documents as MPS may request in order to more effectively carry out the intent and purpose of this Agreement, including the execution and delivery of appropriate financing statements to fully protect MPS's interest hereunder in accordance with the Uniform Commercial Code or other applicable law Renter authorizes MPS to file the informational financing statement without Renter's signature and, if a signature is required by law, Renter appoints MPS as Renter's attorney-in-fact to execute such financing statements

24 **DEFAULT** Any of the following events or conditions shall constitute an event of default, and MPS may, at its option, terminate this Agreement and the license to use the Software effective immediately at any time by written notice to the Renter (a) Renter's failure to pay any sum due MPS or other party, as herein provided, on the due date thereof and fails to cure such breach within ten (10) days; (b) of a violation of any of the Renter's obligations in Paragraph 5 with respect to the Software; (c) Renter's failure to observe, keep or perform any other term, covenant or condition of this Agreement or any other agreement with MPS, and fails to cure such breach within 10 days after written notice; (d) Renter or any partner of Renter, if Renter is a partnership, or any guarantor dies, becomes insolvent or unable to pay debts when due; stops doing business as a going concern, merges, consolidates, transfers all or substantially all of its assets, makes an assignment for the benefit of creditors or undergoes a substantial deterioration of financial health, (e) Renter or any guarantor of this Agreement or any partner of Renter, if Renter is a partnership, shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debts or similar relief under the Federal Bankruptcy Code or any state insolvency law, or if any trustee, receiver or liquidator shall be appointed over it or over all or part of its assets, unless, in the case of bankruptcy, MPS receives reasonable written assurance from the court-approved assignee of Renter that each of the obligations of Renter under this Agreement will be fulfilled in all respects; (f) breach of any representation or warranty made by Renter or guarantor herein or in any document delivered to MPS in connection herewith, or (g) levy, seizure or attachment of the Equipment. Any event of default will not relieve Renter of its obligations with respect to the Rental of the Equipment, licensing of the Software, or any other charges incurred

25. **REMEDIES.** A. MPS and Renter agree that MPS's damages suffered by reason of an Event of Default are uncertain and not payable of exact measurement at the time this Agreement is executed, and therefore they agree that "MPS's Loss" as of any date shall be the sum of the following: (i) the amounts payable by Renter hereunder with respect to such items due but unpaid at the date of calculation plus (ii) the amount of all unpaid fees for the balance of the term of the Agreement. B Upon the occurrence of an Event of Default and at any time thereafter, MPS, in its sole discretion, may cancel the Agreement and concurrently an amount equal to "MPS's Loss" as of the date of such notice shall thereupon become immediately due and payable MPS may recover interest on the unpaid balance of MPS's Loss from the date it becomes payable until fully paid at the rate of 18% per annum or the maximum permitted by law, whichever is greater If such amount is not paid on demand of MPS, MPS may proceed by appropriate court action to enforce performance by Renter of the applicable covenants of this Agreement or to recover, for breach of this Agreement, MPS's Loss as of the date MPS's Loss is due and payable hereunder plus interest as above Renter shall also pay, and MPS may recover, all costs and expenses, including legal fees and costs, incurred by MPS in enforcing the remedies herein. Upon the termination of the Agreement pursuant to its terms, all rights of Renter to use the Equipment and Software shall also terminate, but Renter shall be and remain liable as provided herein. C. Renter shall at its expense, promptly deliver the Equipment and the Software to MPS or its designee, at a location or locations within the continental United States designated by MPS, or MPS or its designee may enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings Upon repossession or surrender, and without the necessity of notice to the Renter MPS may retain the Equipment in satisfaction of Renter's obligation hereunder, or sell or rent each item in such manner and upon such terms as MPS may in its sole discretion determine The proceeds of such sale or rent shall be applied first to reimburse MPS for expenses of repossession, repair, storage, transportation and disposition of the Equipment and then for MPS's Loss and any additional amount due under this Agreement. Renter shall remain liable for any deficiency For purposes of this paragraph, the proceeds of any lease of all or any part of the Equipment by MPS shall be the amount reasonably assigned by MPS as the cost of such Equipment in determining the rent under such Rental Agreement. MPS may exercise any other right or remedy available to it at law or in equity and of a "Secured Party" under Article 9, of the Uniform Commercial Code as adopted by the State of California, and in exercising any remedy MPS shall be entitled to recover legal fees and all other expenses incurred by reason thereof. No remedy of MPS's given in this Paragraph is intended to be exclusive, and each shall be cumulative, but only to the extent necessary to permit MPS to recover the amount for which Renter is liable hereunder No express or implied waiver by MPS of any Event of Default shall constitute a waiver of any other Event of Default.

TERMS AND CONDITIONS (CONTINUED...)

26 **INSURANCE.** Renter shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of $500,00 00 combined single limit and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Renter shall furnish MPS with a certificate of insurance evidencing the issuance of a policy or policies to the Renter in at least minimum amounts required herein, naming MPS as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to MPS, including clauses requiring the insurer to give to MPS at least 30 days prior written notice of any alteration or the cancellation thereof and specifying that no action or misrepresentation by Renter shall invalidate such policy MPS shall be under no duty to ascertain the existence of or to examine any such policy or to advise Renter in the event any such policy shall not comply with the requirement hereof In the event that the Renter fails to deliver to MPS a certificate evidencing physical damage insurance, MPS may charge and Renter shall pay, because of the increased credit risks to MPS because of such failure, a property damage surcharge for such increased risks NOTHING IN THIS PARAGRAPH SHALL RELIEVE THE RENTER FROM THE REQUIREMENT THAT IT OBTAIN AND MAINTAIN THE LIABILITY INSURANCE COVERAGE REQUIRED PER SECTION (A) ABOVE

27 **MISCELLANEOUS.** Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provision of the Agreement and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Agreement supersede the terms and conditions of any related purchase order or any other agreement(s) with MPS relating to the System and Services Unless otherwise specified, any written notice hereunder by either party shall be deemed to have been given when deposited in the United States mails, postage prepaid, addressed to the other party at its address set forth above or at such other address as may be last known to the mailing party This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements, understandings or discussions between the parties regarding the subject matter The terms of this Agreement will not be interrupted or supplemented by any course of dealing between the parties or usage of trade The failure of MPS to enforce at any time or for any period of time any one or more of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of MPS thereafter to enforce each such provision.

28. **CONSENT TO CALIFORNIA LAW, JURISDICTION AND VENUE.** This Agreement shall be deemed fully executed and performed in the State of California and shall be governed by and construed in accordance with the laws thereof If MPS shall bring any judicial proceeding in relation to any matter arising under this Agreement, the Renter hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts of the State of CALIFORNIA, or in any court or courts in Renter's state of residence or in any other court having jurisdiction over the Renter or assets of the Renter, all at the sole election of MPS The Renter hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by MPS in relation to such matters.

RENTER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ALL OF ITS TERMS

MCKESSON PHARMACY SYSTEMS
30881 Schoolcraft, Livonia, MI 48150
This Agreement will become effective only when accepted by an officer of MPS. Such approval and acceptance shall be in the sole discretion of MPS

Received by _____

Composition Date 11/13/1998

By _____ (Signature)

Name _____ (Print or Type)

Title _____

Date _____

RECEIVED JAN 16 1999

RENTER.

I have read all of the foregoing terms and conditions contained in this Rental Agreement, understand them and agree that Renter will be bound by them.

By _____ (Signature)

Name RICHARD HAYES (Print or Type)

Title DIR. of PHARMACY

Date 12/22/98

Schedule A #6681 FW Amendment #6671

Section A: RENTER INFORMATION

Updated 09/24/99

Name Rainbow Foods
Full legal name of Renter (Include DBA)

Address 8000 Excelsior Blvd.

City Hopkins State MN Zip 55343

County _____ Phone (612) 945-2900

Fax # (612) 945-5306 Contact Dick Hayes

Modem # ( ) -

McKessonHBOC Acct # _____ McKessonHBOC DC/Region 152 GW

MPS Rep Derek Seltzer

McKessonHBOC Rep _____

Billing location if different from above

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Contact _____

Fax # _____ Modem # _____

SOFTWARE LICENSE AND SOFTWARE MAINTENANCE FEES

Updated 09/24/99

Software License Host for Windows -
Medispan database and quarterly updates
Host for Windows Software Maintenance

Total remote sites required 16

Number of sites greater than 15 1

Number of Remote Sites.	Monthly Software & Software Maintenance Rental	Extended Monthly Software & System Maintenance Rental
☐ 1 - 7 sites - $560/month	$560/mo	$0
☐ 8 - 15 sites - $840/month	$840/mo	$0
☒ 16 or more sites - $840/month plus $80 per site/month greater than 15 sites	$840/mo plus $80/mo per site greater than 15	$920

Monthly Software Rental Fee $920

Schedule B

PROFESSIONAL SERVICES

Level	Standard Rate
Support Specialist	$ 65/hr
Consultant	$ 65/hr
Consulting Manager	$ 85/hr
Programming and Development.	$ 125/hr
DBA	$ 165/hr
MI Training Center Training	$500 /day
Crystal Report Customization	$ 65/hr
System Synchronization	$ 500/Remote site
Frame Relay Set-up and Support	$ 125/hr
System Testing	$ 125/hr
Software Loading	$ 125/hr
On-site Installation and Training System installation 2 days on-site training 1 day Third party Reconciliation Trainers travel expenses	$ 5,000
Additional Training	$ 65/hour plus travel expense

If travel to Renter site(s) is requested or required, Renter agrees to pay all travel expenses to include, but not limited to, air fare, car rental and/or mileage, hotel accommodations and meals

Schedule C

BASE SYSTEM HARDWARE AND HARDWARE MAINTENANCE

Minimum hardware configuration required for transaction volume less than 45,000 Rx's per month

Server

Pentium III 500 MHz Tower w/ internal tape drive and extender cable kit

256 MB RAM Memory
2MB VRAM
1 44MB Floppy Disk Drive
CD-ROM
Integrated Network Access
Digi 4 port MUX
Three (3) 9GB SCSI Hard Disk Drives

Mouse
17 SVGA Color CRT w/Keyboard
2 Parallel and 2 Serial Ports
5 Backup Tapes
Extra Policy.

Server Software Microsoft® NT, SQL, Crystal Reports

Client

Pentium 400 MHz CPU, 64MB RAM 4 3 GB EIDE,
Hard Disk Drive, 2MB VRAM, 15" Super VGA Color,
CRT w/Keyboard, 1 44 Floppy Disk Drive Mouse,
Integrated Network Card, CD-ROM

Client Software Microsoft®Windows NT™ Workstation,
Microsoft® Access97
Microsoft® Client Access License for SQL and NT™

(2) Modems 33 6 kbps w/10ft cables

Laser Printer

Component	Monthly Hardware & Hardware Maintenance Rental	Qty	Extended Monthly Hardware & Hardware Maintenance Rental
☒ Server & Server Software	$490	1	$490
☒ Client & Client Software	$84	~~1~~ 2	~~$84~~ 168
☒ Modems	$12	2	$24
☒ Laser Printer	$79	1	$79
☐ UPS Battery Backup*	$15	0	$0
☒ 5 Cart [illegible]	5	1	5

Total Hardware & Hardware Maintenance Monthly Rental: ~~$677~~ 766

*2 year limited manufacturer warranty

Schedule C

BASE SYSTEM HARDWARE AND HARDWARE MAINTENANCE

Minimum hardware configuration required for transaction volume greater than 45,000 Rx's per month

Server

Pentium III 500 MHz Tower w/ internal and external tape drives and extender cable kit

1024 MB RAM Memory
2MB VRAM
1 44MB Floppy Disk Drive
CD-ROM
Integrated Network Access
Digi 4 port MUX
Eight (8) 9GB SCSI Hard Disk Drives
Mouse
17" SVGA Color CRT w/Keyboard
2 Parallel and 2 Serial Ports
5 Backup Tapes

Server Software: Microsoft® NT, SQL, Crystal Reports

Client

Pentium 400 MHz CPU, 64MB RAM, 4 3 GB EIDE,
Hard Disk Drive, 2MB VRAM, 15" Super VGA Color,
CRT w/Keyboard, 1 44 Floppy Disk Drive, Mouse,
Integrated Network Card CD-ROM

Client Software Microsoft®Windows NT™ Workstation,
Microsoft® Access97
Microsoft® Client Access License for SQL and NT™

(2) Modems 33 6 Kbps w/10ft cables

Laser Printer

Component	Monthly Hardware & Hardware Maintenace Rental	Qty	Extended Monthly Hardware & Hardware Maintenance Rental
☐ Server & Server Software	$670	0	$0
☐ Client & Client Software	$84	0	$0
☐ Modems	$12	0	$0
☐ Laser Printer	$79	0	$0
☐ UPS Battery Backup*	$15	0	$0

Total Monthly Hardware & Hardware Maintenance Rental $0

*2 year limited manufacturer warranty

Schedule C

BASE SYSTEM HARDWARE AND HARDWARE MAINTENANCE

Custom Configuration

Server

Customized configuration - See Attached Quote

Server Software. Microsoft NT, SQL, Crystal Reports, Access

Client

Customized configuration - See Attached Quote

Client Software: Microsoft®Windows NT™ Workstation, Microsoft® Access97

(2) Modems

Laser Printer

Component	Monthly Hardware & Hardware Maintenance Rental	Qty	Monthly Hardware & Hardware Maintenance Rental
☐ Server & Server Software	$0	0	$0
☐ Client & Client Software	$0	0	$0
☒ Modems	$12	2	$24
☒ Laser Printer	$79	1	$79
☐ UPS Battery Backup*	$15	0	$0

Total Monthly Hardware & Hardware Maintenance Rental $103

*2 year limited manufacturer warranty

Schedule D

IMPLEMENTATION ESTIMATE

Number of Remote Sites 16

	Estimated Hours	Rate	Estimated Cost
Support Specialist	0 hrs	$65/hr	$0
Consultant	0 hrs	$65/hr	$0
Consulting Manager	0 hrs	$85/hr	$0
Programming and Development	0 hrs	$125/hr	$0
DBA	0 hrs	$165/hr	$0
MI Training Center Training	0 hrs	$0/day	$0
Crystal Report Customization	0 hrs	$65/hr	$0
System Synchronization	16 Sites	$500/Site	$8,000
Frame Relay Set-up and Support	0 hrs	$125/hr	$0
System Testing	0 hrs	$125/hr	$0
Software Loading	0 hrs	$125/hr	$0
On-site Installation and Training System installation 2 days on-site training 1 day Third Party Reconciliation Trainer's Travel Expenses			$5,000
Additional Training Plus Travel Expenses	0/hr	$65/hr	$0
Hardware Cost			$780

Schedule D Total Estimated Implementation Cost $13,780

Total Monthly Rental $1,700

The above quote is an estimate Actual hours will be billed

50% of Schedule D Total Estimated Implementaiton Cost due upon execution of this Agreement as deposit

Deposit Required $6,890

TERMS AND CONDITIONS

Updated 09/24/99

(This Rental Agreement contains provisions set forth on this document, all of which are made a part of the Agreement.)

McKessonHBOC Corporation through its division McKessonHBOC Pharmacy Systems ("McKessonHBOC ' or MPS") agrees (i) to provide to the person or entity whose name appears in Section A of Schedule A hereof ("Renter") the equipment and related items designated on Schedule C ("Equipment") and (ii) to grant a non-transferable license to use that computer software designated on Schedule A and C, including any documentation, related materials, derivative works thereof, and/or modifications thereto (the Software ') and (iii) to provide the maintenance services set forth in this Agreement ('Maintenance Services") and (iv) to provide the professional services designated on Schedule B ("Professional Services) for the charges set forth in this Agreement. The Equipment and the Software are collectively referred to as the "System" In the event that the Renter desires to add additional software equipment, and/or maintenance services, such additions may be effected by the execution of an additional schedule ("Add-On Schedule") which is subject to acceptance by MPS Such Add-on Schedule shall specifically refer to and shall be subject to the terms and conditions of this Agreement, and such equipment, software or maintenance services shall be included within the Equipment, Software and Maintenance Services for all purposes hereof, unless otherwise specified on the Add-On Schedule During the term of this Agreement, MPS shall at all times retain title to the System.

1 **RENTAL AGREEMENT** The term of this Rental Agreement shall begin on the date of delivery of the Software ("Commencement Date") and shall continue for forty-eight (48) consecutive months unless terminated in accordance with Paragraph 19, 19A, 19B, 21 or 24, below

2 **PAYMENT TERMS** Renter shall pay any sales, use, excise, personal property or similar taxes which may be imposed by federal, state or local governments with respect to the products and services provided by MPS Renter shall be billed and agrees to pay all shipping and handling charges All invoices are due and payable upon receipt. MPS shall have the right to apply all sums, of whatever nature, received from the Renter, to any amounts due and owing by the Renter to MPS under the terms of this Agreement. In the event this Rental Agreement is not fully consummated, the Deposit will be retained by MPS as liquidated damages for the loss of benefit of its bargain and not as a penalty Upon the failure of Renter to pay all said invoices as provided herein, MPS in its sole discretion, may suspend all services and/or deactivate disable, or delete the Software from System and/or backups without notice to Renter

2 1 **Payment for Software and Software Maintenance Services.** Renter shall pay to MPS or its agent the first month rental charges prorated based upon delivery date of Software and each payment thereafter set forth on Schedule A. Subsequently monthly rental charges shall be due and payable monthly thereafter on the first day of each month for the term of this Agreement. MPS reserves the right to increase the charges with 30 day notice

2 2 **Payment for Professional Fees and Expenses** Renter shall pay to MPS 50% of the estimated Professional Fees and Expenses upon execution of this Agreement as set forth on Schedule D MPS may change its fees for services upon 30 days advance notice to Renter MPS shall invoice Customer monthly in arrears for fees incurred as a result of performing the Professional Services Purchaser shall reimburse MPS for all resonable out-of-pocket expenses actually incurred by MPS in performance of the Professional Services which include but are not limited to air fare hotel, meals rental care and/or mileage

2.3 **Payment for Hardware Maintenance Services** Renter shall pay to MPS the first month rental charges prorated based on delivery date of the Equipment, and each payment thereafter set forth on Schedule C Susequent monthly rental charges shall be due and payable monthly thereafter on the first day of each month for the term of this Agreement. MPS reserves the right to increase the charges with 30 day notice MPS reserves the right to increase the charges upon 60 days advance notice to Purchaser

2 4 **Payment for Service and Supplies** Purchaser sahll pay to MPS for Services and Supplies such as but not limited to labels forms ribbons media, data entry service, tape to tape and additional training upon shipment of supplies or completion of service

2 5 **Collection Charges** If any invoice is not paid when due, MPS may impose a service charge of 1% per month of the amount overdue Payments thereafter received shall be applied first to delinquent invoices and service charges, then to current invoices If for any reason a Renter's check is returned to MPS for nonpayment, a $20 00 bad check charge shall be payable by Renter to MPS Renter realizes Renter is responsible for making payments regardless of whether or not Renter receives billing statements

3 **LIMITED WARRANTIES AND WARRANTY DISCLAIMERS** EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, ALL HARDWARE, SOFTWARE, DATA, SERVICES AND OTHER DELIVERABLES ARE PROVIDED "AS IS AND MPS DISCLAIMS ANY WARRANTY EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE SYSTEM AND/OR SERVICES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT

4 **ASSIGNMENT** Without MPS s Prior written consent, Renter will not sell, assign, lease, rent, pledge, or otherwise encumber or permit a lien to exist on or against any Equipment or Software or any other of Renter's rights and obligations under this Agreement. MPS may assign all or part of its rights and obligation under this Agreement without Renter's consent. Renter agrees that in any action brought by an assignee against Renter to enforce MPS's rights hereunder Renter will not assert against such assignee and expressly waives as against any assignee any breach or default on the part of MPS hereunder or any other defense, claim or setoff which Renter may have against MPS either hereunder or otherwise No such assignee shall be obligated to perform any obligation, term or condition required to be performed by MPS hereunder

TERMS AND CONDITIONS (CONTINUED...)

5 COMPUTER SOFTWARE Notwithstanding any other terms and conditions of the Agreement, Renter is granted a non-transferable and non-exclusive license to use the Software and only for the purpose of Renter's pharmacy business Extra copies of the Software may be made by Renter for back-up purposes only The Software is the property of MPS or its licensor and nothing contained herein shall be deemed to convey any title or ownership interest in the Software to Renter Renter acknowledges that the Software is proprietary to MPS or its licensor and that the Software is regarded by its owner as a valuable trade secret and confidential information. As such, Renter will safeguard the Software and treat it as the confidential business property of another To that end, Renter agrees (i) that neither it nor any person having access through it to the Software will attempt to modify, decompile or reverse engineer the Software, and (ii) not to disclose the Software code or any part thereof to any third party, and (iii) to to take reasonable steps to ensure that all persons having access through it to the Software will observe its obligations relating to the Software Upon any cancellation of this Agreement or termination of the license to use the Software Renter will promptly return to MPS the Software and all copies thereof made by it. The provisions of this Paragraph will survive any cancellation of this Agreement or termination of the license to use the Software

6 SITE PREPARATION Renter may receive from MPS specifications for preparation of the site for the Equipment. Site preparation and related costs will be the sole obligation of the Renter and will be completed prior to the date upon which MPS notifies Renter that the Equipment is scheduled for delivery

7 INSTALLATION MPS will assist with the installation and testing of the Software and/or Equipment via phone support. In the event Renter requests to have MPS or its designee install the Equipment on-site MPS shall bill and Renter shall pay MPS's then current rate and expenses for installation of the Equipment.

8 EQUIPMENT MAINTENANCE Renter shall notify MPS immediately of any failure of the Equipment to operate Unless otherwise terminated, for the term of this Agreement, MPS or its designee shall maintain the Equipment solely by replacing malfunctioning part(s) Upon the receipt of the replacement part(s), Renter will be required to return the malfunctioning part(s) in accordance with MPS's instructions Equipment to be exchanged will be shipped by way of overnight freight to arrive the next business day MPS will bear the cost of labor and parts for so maintaining the Equipment when labor and parts are required because of normal wear and tear Exchanged parts removed from the Equipment shall be sent to and remain the property of MPS or its designee and will not be returned to the Renter Such maintenance services shall be provided only Monday - Friday, on normal business days between the hours of 8 00 a.m and 5 00 p m

9 SERVICE LIMITATIONS The Equipment maintenance services to be provided by MPS hereunder shall not include and Renter specifically assumes, the cost of the following: (i) Maintenance service for causes other than normal wear and tear Examples of causes other than normal wear and tear are unauthorized attempts to repair, maintain or modify the Equipment by other than personnel of MPS or its designee catastrophe, failure of the Equipment after being maintained by other than personnel of MPS or its designee, fault or negligence of Renter' operator errors, improper use of the Equipment, and causes external to the Equipment such as, but not limited to, transportation or fluctuations in humidity, temperature or electric current, (ii) Operating supplies or accessories, electrical work external to the Equipment, and maintenance of accessories or attachments to the Equipment not furnished by MPS, (iii) Moving of the Equipment or any component thereof, and (iv) Maintenance services provided outside the scope of this Agreement. Such services shall be invoiced after completion of such services at the then prevailing rates of MPS or its designee for labor and parts, and payment shall be due upon receipt of invoice

10 RESPONSIBILITIES OF THE RENTER.

10 1 Renter will undertake the proper supervision control and management of its use of the System including but not limited to (i) assuring proper computer system configuration, Software and Equipment installation, verification, audit controls, third party payment reconciliation, and operating methods (ii) ensuring proper procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error malfunction (iii) maintaining site conditions for the Equipment according to specifications originally provided to Renter, or, if not so provided according to the specifications of the manufacturer thereof, and (iv) providing dedicated 120 volt line(s) for the Equipment.

10 2 MPS and/ or its agent may but shall not be obligated to, agree with Renter to pre-load data, convert data and/or update certain data within Renter's System The pre-loaded data, converted data and/or updated data may include, but is not limited to patient profile information, doctor files, drug file information insurance information, special pricing, dispensing fees, mark-ups, mark-downs, percentages, copay schedules, pricing, city codes, other information relating to billing of prescriptions to third parties and processors switch services information, provider numbers, and label formats Renter agrees to verify that all pre-loaded data, converted data and/or updated data is correct and complete and the verification will be completed prior to using the data as live data In the event that an error is found upon verification, Renter agrees to notify MPS immediately by phone, followed in writing, and will allow MPS and/or its agent to perform and/or communicate error corrections Renter understands and agrees that the accuracy and completeness of all pre-loaded data, converted data and/or updated data is the sole responsibility of Renter, and MPS will assume no liability or responsibility with respect to the pre-loaded data, converted data and/or updated data.

11 MOVEMENT OF EQUIPMENT. Renter shall notify MPS in writing thirty (30) days prior to moving the Equipment. MPS shall be under no obligation to continue providing maintenance services hereunder if the Equipment is moved without the prior written approval of MPS MPS, at its option, shall supervise, or shall have its designee supervise the deinstallation and reinstallation of the Equipment which the Renter wishes to move Renter shall pay for the labor and materials provided during the movement of the Equipment at the then prevailing rates of MPS or its designee

TERMS AND CONDITIONS (CONTINUED...)

12 SOFTWARE MAINTENANCE The Software Maintenance Services to be provided by MPS hereunder will be (i) determining the cause and providing corrections, if necessary, for errors reported by Renter in the operation of the Software, and (ii) furnishing to Renter upgrades to the Software which improve the operating performance of the Software and which are generally made available at no charge to all users thereof As a condition of MPS providing such services, Renter will provide a minimun of two (2) dedicated dial-up telephone lines for use by MPS This service is available at then current published hours Services rendered outside this time are billable at then current rates As a condition of Renter receiving Software Maintenance Services Renter must perform system back-up daily If MPS's elects to provide assistance that is required due to failure to back-up by Renter, the time spent will be billable at then current rates

13 LIMITATION OF LIABILITY Renter acknowledges that clinical information contained in the drug interaction and THE MEDI-SPAN SOLUTIONTM DUR and Patient Information Leaflet modules of the System is intended to supplement the knowledge of physicians, pharmacist and other health care professionals regarding drug therapy problems and patient counseling information This information is advisory only and is not intended to replace sound clinical judgment in the delivery of health care services Users are advised to review the definitions, functionality and limitation of each DUR Module in the appropriate user s guide MPS AND/OR MEDI-SPAN, INC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO THE QUALITY, ACCURACY OR SUITABILITY OF THIS INFORMATION FOR ANY PARTICULAR PURPOSE WHILE MAKING ALL REASONABLE EFFORTS TO ENSURE ACCURACY, MPS ASSUMES NO RESPONSIBILITY FOR ERRORS THAT MAY APPEAR IN THE MANUALS, ON-LINE HELP SCREENS, DATABASES OR PROGRAMS RENTER ACKNOWLEDGES THAT THE SYSTEM IS NOT TO BE REGARDED OR RELIED UPON AS A SUBSTITUTE FOR THE SKILL JUDGMENT AND CARE OF THE PHARMACIST OR OTHER PROFESSIONAL IN DISPENSING OR BILLING PHARMACEUTICAL PRODUCTS MPS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE FOR PRODUCT DISPENSED OR DISTRIBUTED BY ANY PERSON OR ENTITY USING THE SYSTEM FOR ANY PURPOSE, OR FOR ANY SIDE EFFECTS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND OR DESCRIPTION WHATSOEVER FROM THE USE OF ANY SUCH PRODUCT, IT SHALL BE EXPRESSLY UNDERSTOOD THAT SUCH LIABILITY AND RESPONSIBILITY REST ENTIRELY UPON THE PHARMACIST OR OTHER PROFESSIONAL RENTER AGREES THAT IN NO EVENT WILL MPS BE LIABLE TO IT FOR ANY INTERRUPTION OF SERVICE LOSS OF BUSINESS OR ANTICIPATORY PROFITS, OR INDIRECT DIRECT, OR SPECIAL CONSEQUENTIAL DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY THE SYSTEM OR AN INADEQUACY, DEFICIENCY, OR DEFECT THEREIN EVEN IF MPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN NO EVENT WILL MPS BE LIABLE TO RENTER WITH RESPECT TO ANY CLAIM IN ANY AMOUNT WHICH EXCEEDS THE AMOUNT THAT MPS RECEIVED HEREUNDER. IF MPS IS NAMED AS A PARTY IN ANY LEGAL PROCEEDING BY A PERSON OR ENTITY WHO CLAIMS DAMAGE FROM THE USE OF THE SYSTEM THROUGH RENTER THEN RENTER AGREES TO HOLD MPS HARMLESS AND INDEMNIFY IT INCLUSIVE OF REASONABLE ATTORNEY'S FEES AND COSTS IN SUCH LEGAL PROCEEDING, PROVIDED THAT MPS GIVES RENTER PROMPT NOTICE OF ANY SUCH PROCEEDING THE PROVISIONS OF THIS PARAGRAPH 13 WILL SURVIVE ANY CANCELLATION OR TERMINATION OF THIS AGREEMENT OR TERMINATION OF THE LICENSE TO USE THE SOFTWARE

14 FORCE MAJEURE MPS will not be responsible or liable for any delay or failure in performance resulting directly or indirectly from any cause beyond MPS's control

15 TRAINING Training on the System will be provided by MPS

16. EXCLUSIONS MPS has no obligation, responsibility or liability (i) to support Software that is not the then-current release or the current Software product, and (ii) for hardware, software or other items or any services provided by any persons other than MPS and (iii) for any changes in Renter's hardware or software that may be necessary in order to use the Software due to a Software upgrade that contains enhancements, workarounds, error correction and/or fixes, or a new Software product which MPS has deemed to replace the existing Software Any hardware or software upgrades that may be required to operate the Software will be at the sole expense of the Renter

17 RISK OF LOSS. Renter bears the risk of loss, theft or damage to the Equipment (collectively ' Loss") effective on delivery of Equipment to Renter Renter will advise MPS in writing within 10 days of any Loss Except as provided within the terms of this Agreement, a Loss does not relieve Renter of the obligation to make Rental Payments and pay other amounts owed to MPS In the event of Loss, MPS at its option may (a) require Renter where practicable to restore the Equipment to good condition reasonably satisfactory to MPS, or (b) require Renter to pay MPS its anticipated return ('Lessor's Return") which shall consist of the following amounts, (i) the Total Monthly Rental (and other amounts) due and owing under the Rental Agreement at the time of such Loss, plus (ii) Rental Payments from the date of such Loss to the end of the 48 month Term hereunder (without regard to any provision regarding early termination by Renter), plus (iii) the Casualty Value of such Equipment. "Casualty Value" is determined by multiplying the Casualty percentage of 20%, by the equipment cost In the event that any amount calculated hereunder is required under applicable law to be discounted to present value, it shall be so discounted at a rate of 5% per annum With respect to Equipment subject to a Loss, upon Lessor's full receipt of such Lessor's Return, (i) the Rental shall terminate, (ii) Renter shall be relieved of its obligations under the Rental Agreement, and (iii) Renter shall be entitled to MPS's interest in such Equipment "AS IS, WHERE IS " and without any warranty, expressed or implied from MPS, other than the absence of any liens by, through, or under MPS

18 RETURN OF THE EQUIPMENT Upon the expiration or termination of this Rental Agreement, Renter at its expense and with all packaging, shipping and handling costs prepaid including insuring the Equipment to be shipped for its full replacement value, shall immediately return the Equipment in as good a condition as received, less normal wear and tear to any place in the United States that MPS designates Renter shall pay to MPS all amounts necessary to bring the Equipment to retail resalable condition, full working order and in complete repair, or MPS may bill Renter and Renter must pay all cost to repair or replace the Equipment. In the event the Equipment is removed from the premises as described on this Rental Agreement, the Renter shall be solely responsible for all damage and other costs to the Equipment and the premises If the Renter fails to return the Equipment for any reason whatsoever MPS shall bill and Renter shall pay the fair market value of the Equipment to be determined by MPS

TERMS AND CONDITIONS (CONTINUED...)

19 RENEWAL. This Agreement shall be automatically renewed for an additional term of twelve (12) months at the expiration of the initial term and shall thereafter be automatically renewed for additional twelve (12) month periods, unless either party gives written notice to the other by certified mail of its election not to renew at least sixty (60) days prior to the end of the then current term

19A. TERMINATION FOR CONVENIENCE This Rental Agreement may be terminated without cause by Renter at any time during the initial term hereof upon written notice given to McKessonHBOC by certified mail at least ninety (90) days prior to the date of such termination and, unless such termination is pursuant to paragraph 22B hereof payment of an early termination fee equal to three (3) months' of the then current Total Monthly Rental

19B. TERMINATION UPON RELEASE OF REPLACEMENT SYSTEM McKessonHBOC may release a new version of, or replacement product for Host for Windows, designed to operate on a hardware or software platform or platforms incompatible with the Equipment or Software (a "Replacement System") Upon such release of a Replacement System, McKessonHBOC shall inform Renter of the terms on which McKessonHBOC is willing to convert Renter to the Replacement System (which may require the purchase of additional hardware and software) McKessonHBOC shall give Renter at least ninety (90) days' written notice if McKessonHBOC decides to discontinue support for the then current version of Host for Windows included in the Software If by the end of such ninety (90) day period, Renter shall not have agreed with McKessonHBOC to convert to the Replacement System, either McKessonHBOC or Renter may terminate this Rental Agreement, without further obligation effective upon written notice given at any time after the end of such ninety (90) day period.

20 DOCUMENTATION REQUIREMENTS Renter will promptly execute and deliver to MPS such documents as MPS may request in order to more effectively carry out the intent and purpose of this Agreement, including the execution and delivery of appropriate financing statements to fully protect MPS's interest hereunder in accordance with the Uniform Commercial Code or other applicable law Renter authorizes MPS to file the informational financing statement without Renter's signature and, if a signature is required by law, Renter appoints MPS as Renter's attorney-in-fact to execute such financing statements

21 DEFAULT Any of the following events or conditions shall constitute an event of default, and MPS may, at its option, terminate this Agreement and the license to use the Software effective immediately at any time by written notice to the Renter (a) Renter's failure to pay any sum due MPS or other party, as herein provided, on the due date thereof and fails to cure such breach within ten (10) days, (b) of a violation of any of the Renter's obligations in Paragraph 5 with respect to the Software, (c) Renter s failure to observe, keep or perform any other term, covenant or condition of this Agreement or any other agreement with MPS and fails to cure such breach within 10 days after written notice, (d) Renter or any partner of Renter if Renter is a partnership, or any guarantor dies becomes insolvent or unable to pay debts when due, stops doing business as a going concern, merges, consolidates, transfers all or substantially all of its assets, makes an assignment for the benefit of creditors or undergoes a substantial deterioration of financial health, (e) Renter or any guarantor of this Agreement or any partner of Renter, if Renter is a partnership shall voluntarily file or have filed against it involuntarily a petition for liquidation, reorganization, adjustment of debts or similar relief under the Federal Bankruptcy Code or any state insolvency law, or if any trustee, receiver or liquidator shall be appointed over it or over all or part of its assets unless, in the case of bankruptcy MPS receives reasonable written assurance from the court-approved assignee of Renter that each of the obligations of Renter under this Agreement will be fulfilled in all respects, (f) breach of any representation or warranty made by Renter or guarantor herein or in any document delivered to MPS in connection herewith, or (g) levy, seizure or attachment of the Equipment. Any event of default will not relieve Renter of its obligations with respect to the Rental of the Equipment, licensing of the Software or any other charges incurred.

22 REMEDIES A. MPS and Renter agree that MPS's damages suffered by reason of an Event of Default are uncertain and not payable of exact measurement at the time this Agreement is executed, and therefore they agree that "MPS's Loss" as of any date shall be the sum of the following, (i) the amounts payable by Renter hereunder with respect to such items due but unpaid at the date of calculation plus (ii) the amount of all unpaid fees for the balance of the term of the Agreement. B Upon the occurrence of an Event of Default and at any time thereafter, MPS, in its sole discretion, may cancel the Agreement and concurrently an amount equal to "MPS's Loss" as of the date of such notice shall thereupon become immediately due and payable MPS may recover interest on the unpaid balance of MPS's Loss from the date it becomes payable until fully paid at the rate of 18% per annum or the maximum permitted by law, whichever is greater If such amount is not paid on demand of MPS, MPS may proceed by appropriate court action to enforce performance by Renter of the applicable covenants of this Agreement or to recover for breach of this Agreement, MPS s Loss as of the date MPS s Loss is due and payable hereunder plus interest as above Renter shall also pay, and MPS may recover all costs and expenses, including legal fees and costs incurred by MPS in enforcing the remedies herein Upon the termination of the Agreement pursuant to its terms, all rights of Renter to use the Equipment and Software shall also terminate, but Renter shall be and remain liable as provided herein C Renter shall at its expense, promptly deliver the Equipment and the Software to MPS or its designee at a location or locations within the continental United States designated by MPS, or MPS or its designee may enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings Upon repossession or surrender, and without the necessity of notice to the Renter, MPS may retain the Equipment in satisfaction of Renter's obligation hereunder, or sell or rent each item in such manner and upon such terms as MPS may in its sole discretion determine The proceeds of such sale or rent shall be applied first to reimburse MPS for expenses of repossession, repair, storage, transportation and disposition of the Equipment and then for MPS s Loss and any additional amount due under this Agreement. Renter shall remain liable for any deficiency For purposes of this paragraph, the proceeds of any lease of all or any part of the Equipment by MPS shall be the amount reasonably assigned by MPS as the cost of such Equipment in determining the rent under such Rental Agreement. MPS may exercise any other right or remedy available to it at law or in equity and of a "Secured Party under Article 9, of the Uniform Commercial Code as adopted by the State of California, and in exercising any remedy MPS shall be entitled to recover legal fees and all other expenses incurred by reason thereof No remedy of MPS s given in this Paragraph is intended to be exclusive, and each shall be cumulative, but only to the extent necessary to permit MPS to recover the amount for which Renter is liable hereunder No express or implied waiver by MPS of any Event of Default shall constitute a waiver of any other Event of Default.

TERMS AND CONDITIONS (CONTINUED...)

23 **INSURANCE.** Renter shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of $500 00 00 combined single limit and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Renter shall furnish MPS with a certificate of insurance evidencing the issuance of a policy or policies to the Renter in at least minimum amounts required herein, naming MPS as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to MPS, including clauses requiring the insurer to give to MPS at least 30 days prior written notice of any alteration or the cancellation thereof and specifying that no action or misrepresentation by Renter shall invalidate such policy MPS shall be under no duty to ascertain the existence of or to examine any such policy or to advise Renter in the event any such policy shall not comply with the requirement hereof. In the event that the Renter fails to deliver to MPS a certificate evidencing physical damage insurance, MPS may charge and Renter shall pay, because of the increased credit risks to MPS because of such failure, a property damage surcharge for such increased risks NOTHING IN THIS PARAGRAPH SHALL RELIEVE THE RENTER FROM THE REQUIREMENT THAT IT OBTAIN AND MAINTAIN THE LIABILITY INSURANCE COVERAGE REQUIRED PER SECTION (A) ABOVE

24 **MISCELLANEOUS** Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such unenforceability without invalidating the remaining provision of the Agreement and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction The terms and conditions of this Agreement supersede the terms and conditions of any related purchase order or any other agreement(s) with MPS relating to the System and Services Unless otherwise specified, any written notice hereunder by either party shall be deemed to have been given when deposited in the United States mails, postage prepaid, addressed to the other party at its address set forth above or at such other address as may be last known to the mailing party This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements, understandings or discussions between the parties regarding the subject matter The terms of this Agreement will not be interrupted or supplemented by any course of dealing between the parties or usage of trade The failure of MPS to enforce at any time or for any period of time any one or more of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of MPS thereafter to enforce each such provision

25 **CONSENT TO CALIFORNIA LAW, JURISDICTION AND VENUE** This Agreement shall be deemed fully executed and performed in the State of California and shall be governed by and construed in accordance with the laws thereof If MPS shall bring any judicial proceeding in relation to any matter arising under this Agreement, the Renter hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts of the State of CALIFORNIA or in any court or courts in Renter's state of residence or in any other court having jurisdiction over the Renter or assets of the Renter all at the sole election of MPS The Renter hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by MPS in relation to such matters

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RENTER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ALL OF ITS TERMS

MCKESSONHBOC PHARMACY SYSTEMS
30881 Schoolcraft, Livonia, MI 48150
This Agreement will become effective only when accepted by an officer of MPS Such approval and acceptance shall be in the sole discretion of MPS

Received by #NAME? [signature]

Composition Date 11/12/1999

By _____ (Signature)

Name [signature] (Print or Type)

Title VP Sales

Date 4

RENTER

I have read all of the foregoing terms and conditions contained in this Rental Agreement, understand them and agree that Renter will be bound by them

By [signature] (Signature)

Name DENNIS C. LUCAS (Print or Type)

Title E.V.P + PRESIDENT E.R.G

Date 11/16/99

Exhibit C

Store	Account No	Date of Termination or Rejection	Amount of Claim
Rainbow Foods #21	16559	3/24/2003	$5,167 42
Rainbow Foods #8922	16558	3/12/2003	$2,583 71
Rainbow Foods #8953	17708	4/22/2003	$416 83[1/]
Food 4 Less #8819	17591	6/20/2003	$5,145 93
Food 4 Less #8823	17244	6/19/2003	$5,156 25
Food 4 Less #8848	17588	5/19/2003	$5,073 87
Rainbow Foods #25	16561	6/20/2003	$5,526 60
Rainbow Foods #8923	16562	6/20/2003	$4,597 80
Rainbow Foods #8952	17704	4/22/2003	$5,167 42
Rainbow Foods #8953	24328	4/22/2003	$5,167 40
Rainbow Pharmacy #49	16426	6/20/2003	$4,442 59
Rainbow Pharmacy #79	10797	6/20/2003	$3,899 64
Rainbow Pharmacy #80	10796	6/20/2003	$3,791 60
		TOTAL	$56,137 06

[1/] Represents prepetition rental arrears

Exhibit D

Tab 1 – List identifying outstanding invoices exclusive of NSF Checks

Tab 2 – List identifying outstanding invoices for NSF Checks (Please note that check amounts were based on invoices discounted in anticipation of prompt payment The discounts have been reversed, as indicated on the lists)

ACCOUNT #	INV DATE	INVOICE #	PO #	AMOUNT DUE	DUE DATE
292591	12/30/2002	072432349	123002	$1,093 92	01/14/2003
292591	02/28/2003	1700248059	000001234503	$2,511 79	03/15/2003
292591	02/28/2003	1700249059	000001234503	$22 93	03/15/2003
292591	04/01/2003	1700249091	126	$106 98	04/16/2003
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972446	03/26/2003	1520345085	000325200300	45 07	04/10/2003
972446	03/31/2003	1520512090	000330200300	49 93	04/15/2003
972446	03/25/2003	1520696084	000324200300	40 10	04/09/2003
972446	04/01/2003	1520706091	000331200300	6 54	04/16/2003
972446	04/01/2003	1520712091	000331200301	4 76	04/16/2003
972446	03/27/2003	1520737086	000326200300	21 82	04/11/2003
972446	03/28/2003	1520854087	FEE APR 2003	76 53	04/12/2003
972446	03/28/2003	1520901087	000327200300	4 53	04/12/2003
972446	03/25/2003	1521516084	000324200300	3,520 82	04/09/2003
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972446	03/26/2003	1521571085	000325200300	1,304 03	04/10/2003
972446	03/27/2003	1521606086	000326200300	2,419 00	04/11/2003
972446	03/31/2003	1521665090	000329200300	88 10	04/15/2003
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978202	12/27/2002	152C33202361	152C33202361	(348 00)	12/27/2002
978202	12/26/2002	152C36631360	152C36631360	(32 01)	12/26/2002
978202	03/20/2003	152C59504079	152C59504079	(3 83)	03/20/2003
978202	03/20/2003	152C59505079	152C59505079	(70 25)	03/20/2003

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978202	03/20/2003	152C60861079	152C60861079	(830 75)	03/20/2003
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978202	03/20/2003	152C60864079	CM-60863	(2 88)	03/20/2003
978202	03/21/2003	152C62921080	152C62921080	(1,139 03)	03/21/2003
978202	03/21/2003	152C62922080	CM-62921	(17 84)	03/21/2003
978202	04/03/2003	152C66434093	152C66434093	(857 03)	04/03/2003
978202	04/03/2003	152C66435093	CM-66434	(12 77)	04/03/2003
978202	04/03/2003	152C66436093	152C66436093	(5 10)	04/03/2003
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978202	04/01/2003	4000128114	Service Charge	155 23	04/16/2003
978202	02/07/2003	50061122	50061122	(540 67)	02/07/2003
978202	02/18/2003	94128093	94128093	(288 86)	02/18/2003
978202	03/24/2003	CK218850	1521620062	93 61	04/08/2003
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999941	03/21/2003	1521369080	000320200303	3,369 62	04/05/2003
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CHECK # 219713

Account	Doc date	Reference	Assignment	Amt in loc cur	Net due dt	
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133013	03/19/2003	1521185078	000031803200	63 43	04/03/2003	
133013	03/20/2003	1520434079	000319200300	82 17	04/04/2003	
133013	03/14/2003	1521845073	TAMOXIFEN	94 16	03/29/2003	
133013	03/17/2003	1520349076	000316200300	237 08	04/01/2003	
133013	03/18/2003	1520617077	000317200300	513 40	04/02/2003	
133013	03/19/2003	1521184078	000318200300	1,214 20	04/03/2003	
133013	03/18/2003	1521146077	000000031775	1,451 49	04/02/2003	
133013	03/20/2003	1521257079	000319200300	2,135 83	04/04/2003	
133013	03/18/2003	1521147077	000317200300	2,278 50	04/02/2003	
133013	03/21/2003	1521264080	000320200302	2,964 32	04/05/2003	
133013	03/17/2003	1521315076	000316200300	4,967 50	04/01/2003	
133013 Total				15,699 23		
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188909	03/18/2003	1520246077	000317200302	12 43	04/02/2003	
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188909	03/14/2003	1521859073	TAMOXIFEN	94 16	03/29/2003	
188909	03/20/2003	1521497079	000000012300	97 40	04/04/2003	
188909	03/14/2003	1521645073	000313200300	343 58	03/29/2003	
188909	03/17/2003	1521661076	000316200301	400 12	04/01/2003	
188909	03/20/2003	1521498079	000319200300	608 52	04/04/2003	
188909	03/18/2003	1521532077	000317200302	939 55	04/02/2003	
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188909	03/17/2003	1521659076	000315200300	2,244 41	04/01/2003	
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199797	03/31/2003	CK219713	CK219713	(482 90)	03/31/2003	**earned cash discounts**
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199797	03/17/2003	1520267076	000003160300	21 82	04/01/2003	
199797	03/19/2003	1520412078	000003180302	50 48	04/03/2003	
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199797	03/19/2003	1521298078	000003180300	573 04	04/03/2003	
199797	03/18/2003	1521991077	028308167	1,223 27	04/02/2003	
199797	03/21/2003	1521382080	000003200300	3,073 05	04/05/2003	
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199797	03/20/2003	1521367079	000319200302	5,109 24	04/04/2003	
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383941	03/31/2003	CK219713	CK219713	(322 17)	03/31/2003	**earned cash discounts**
383941	03/19/2003	152C61626078	152C61626078	(252 36)	03/19/2003	
383941	03/14/2003	152C60408073	152C60408073	(239 54)	03/14/2003	
383941	03/14/2003	152C60410073	152C60410073	(17 68)	03/14/2003	
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383941	03/19/2003	1520639078	000318200300	32 65	04/03/2003	
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383941	03/20/2003	1520655079	000319200300	230 29	04/04/2003	
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383941	03/18/2003	1521186077	000317200300	2,945 06	04/02/2003	
383941	03/17/2003	1521292076	000316200300	5,478 30	04/01/2003	

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406045	03/20/2003	1521201079	000003190300	62 38	04/04/2003	
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406045	03/21/2003	1521263080	003202003100	2,085 83	04/05/2003	
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406045	03/17/2003	1521312076	003162003100	3,513 10	04/01/2003	
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415640	03/31/2003	CK219713	CK219713	(153 98)	03/31/2003	**earned cash discounts**
415640	03/31/2003	CK219713	CK219713	(147 83)	03/31/2003	
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415640	03/19/2003	1520657078	000318200302	12 60	04/10/2003	
415640	03/20/2003	1520658079	000000319A00	24 04	04/10/2003	
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415640	03/19/2003	1521427078	1521427078	151 73	04/10/2003	
415640	03/31/2003	CK219713	CK219713	153 98	03/31/2003	
415640	03/17/2003	1521567076	000000316A00	1,051 92	04/10/2003	
415640	03/20/2003	1521478079	000000319A00	1,557 28	04/10/2003	
415640	03/18/2003	1521416077	000317200302	1,781 71	04/10/2003	
415640	03/19/2003	1521426078	000318200302	2,712 23	04/10/2003	
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506776	03/31/2003	CK219713	CK219713	(330 78)	03/31/2003	**earned cash discounts**
506776	03/14/2003	152C59605073	152C59605073	(34 67)	03/14/2003	
506776	03/14/2003	152C59606073	CM-59605	(0 52)	03/14/2003	
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506776	03/18/2003	1520351077	000317200300	14 54	04/02/2003	
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506776	03/14/2003	1521625073	000313200200	2,791 54	03/29/2003	

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547881	03/11/2003	152C57770070	152C57770070	(716 04)	03/11/2003	
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547881	03/11/2003	152C57525070	152C57525070	(29 81)	03/11/2003	
547881	03/11/2003	152C57771070	CM-57770	(10 74)	03/11/2003	
547881	03/11/2003	152C57527070	CM-57526	(2 04)	03/11/2003	
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547881	03/17/2003	1520354076	000316200300	9 16	04/01/2003	
547881	03/20/2003	1520664079	000319200300	12 77	04/04/2003	
547881	03/20/2003	1521369079	000319200300	20 59	04/04/2003	
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547881	03/21/2003	1520679080	000320200300	130 85	04/05/2003	
547881	03/21/2003	1521384080	000320200300	133 39	04/05/2003	
547881	03/19/2003	1521328078	000318200301	574 10	04/03/2003	
547881	03/20/2003	1521368079	000319200300	1,385 79	04/04/2003	
547881	03/18/2003	1521297077	000317200300	2,755 80	04/02/2003	
547881	03/21/2003	1521383080	000320200300	3,272 31	04/05/2003	
547881	03/19/2003	1521327078	000318200301	3,816 39	04/03/2003	
547881	03/17/2003	1521440076	000316200300	8,543 29	04/01/2003	
547881 Total				19,468 00		
563703	03/31/2003	CK219713	CK219713	(567 73)	03/31/2003	**earned cash discounts**
563703	03/20/2003	1520443079	030319201300	3 45	04/04/2003	
563703	03/21/2003	1520402080	030320195900	6 54	04/05/2003	
563703	03/19/2003	1521180078	000000318100	7 79	04/03/2003	
563703	03/19/2003	1520411078	030318200300	38 73	04/03/2003	
563703	03/14/2003	1521950073	TAMOXIFEN	94 16	03/29/2003	
563703	03/17/2003	1520257076	030316145500	95 07	04/01/2003	
563703	03/20/2003	1521198079	000000SUPP73	97 36	04/04/2003	
563703	03/19/2003	1521179078	000000031800	120 14	04/03/2003	
563703	03/17/2003	1521240076	000000031400	890 30	04/01/2003	
563703	03/18/2003	1521106077	000000031700	909 17	04/02/2003	

563703	03/18/2003	1521105077	000000317300	1,637 47	04/02/2003	
563703	03/19/2003	1521181078	030318200300	1,932 95	04/03/2003	
563703	03/21/2003	1521262080	030320195900	1,990 20	04/05/2003	
563703	03/20/2003	1521752079	025717273	2,429 54	04/04/2003	
563703	03/20/2003	1521199079	030319201300	4,014 31	04/04/2003	
563703	03/18/2003	1521107077	030317203300	6,331 72	04/02/2003	
563703	03/17/2003	1521241076	030316145500	7,787 95	04/01/2003	
563703 Total				27,819 12		
664689	03/31/2003	CK219713	CK219713	(550 63)	03/31/2003	**earned cash discounts**
664689	03/17/2003	1521228076	000315200302	4 13	04/01/2003	
664689	03/18/2003	1520619077	000317200302	4 88	04/02/2003	
664689	03/21/2003	1520413080	000320200302	6 43	04/05/2003	
664689	03/17/2003	1520035076	000314200302	19 16	04/01/2003	
664689	03/20/2003	1521256079	000003190300	51 90	04/04/2003	
664689	03/17/2003	1521227076	000314200302	75 92	04/01/2003	
664689	03/19/2003	1521230078	000318200302	76 09	04/03/2003	
664689	03/14/2003	1521982073	TAMOXIFEN	94 16	03/29/2003	
664689	03/18/2003	1521195077	000317200302	132 92	04/02/2003	
664689	03/18/2003	1521846077	025835391	949 69	04/02/2003	
664689	03/17/2003	1521226076	000315200302	1,256 87	04/01/2003	
664689	03/19/2003	1521229078	000318200302	3,609 47	04/03/2003	
664689	03/17/2003	1521225076	000314200302	3,640 55	04/01/2003	
664689	03/20/2003	1521255079	000003190300	3,810 76	04/04/2003	
664689	03/21/2003	1521268080	000320200302	4,042 82	04/05/2003	
664689	03/18/2003	1521194077	000317200302	9,755 72	04/02/2003	
664689 Total				26,980 84		
666415	03/31/2003	CK219713	CK219713	(223 22)	03/31/2003	**earned cash discounts**
666415	03/18/2003	1520291077	030317181600	12 31	04/02/2003	
666415	03/19/2003	1520756078	000003180300	46 12	04/03/2003	
666415	03/14/2003	1521983073	TAMOXIFEN	94 16	03/29/2003	
666415	03/17/2003	1520803076	000003140100	118 45	04/01/2003	
666415	03/21/2003	1521648080	025641450	618 01	04/05/2003	
666415	03/18/2003	1520715077	000031703100	729 74	04/02/2003	
666415	03/20/2003	1520779079	030319182300	949 35	04/04/2003	
666415	03/19/2003	1520757078	030318175300	1,447 67	04/03/2003	
666415	03/17/2003	1520804076	030315141700	2,351 83	04/01/2003	
666415	03/18/2003	1520716077	030317181600	2,368 00	04/02/2003	

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666415 Total				10,937 83		
719483	03/31/2003	CK219713	CK219713	(503 00)	03/31/2003	**earned cash discounts**
719483	03/18/2003	152C61983077	152C61983077	(35 25)	03/18/2003	
719483	03/14/2003	152C61099073	152C61099073	(6 96)	03/14/2003	
719483	03/14/2003	152C61100073	CM-61099	(0 14)	03/14/2003	
719483	03/14/2003	1520496073	000313200300	2 92	03/29/2003	
719483	03/20/2003	1520385079	000319200300	27 49	04/04/2003	
719483	03/21/2003	1520378080	000320200300	33 05	04/05/2003	
719483	03/18/2003	1520971077	1520971077	55 16	04/02/2003	
719483	03/14/2003	1522027073	TAMOXIFEN	94 16	03/29/2003	
719483	03/20/2003	1521027079	1521027079	216 84	04/04/2003	
719483	03/17/2003	1520233076	000316200300	290 24	04/01/2003	
719483	03/17/2003	1521125076	000316200301	324 40	04/01/2003	
719483	03/21/2003	1521079080	1521079080	352 27	04/05/2003	
719483	03/19/2003	1521061078	000318200300	909 17	04/03/2003	
719483	03/19/2003	1521601078	014981962	1,033 18	04/03/2003	
719483	03/18/2003	1521704077	719483860900	1,072 46	04/02/2003	
719483	03/21/2003	1521080080	000320200300	2,245 06	04/05/2003	
719483	03/19/2003	1521062078	000318200301	2,334 58	04/03/2003	
719483	03/20/2003	1521028079	000319200300	2,567 39	04/04/2003	
719483	03/14/2003	1521080073	000313200300	2,737 14	03/29/2003	
719483	03/18/2003	1520972077	000317200300	5,168 68	04/02/2003	
719483	03/17/2003	1521124076	000316200300	5,686 31	04/01/2003	
719483 Total				24,605 15		
842788	03/31/2003	CK219713	CK219713	(313 36)	03/31/2003	**earned cash discounts**
842788	02/28/2003	152C53045059	CM-58628	(299 48)	02/28/2003	
842788	02/27/2003	152C54685058	152C54685058	(173 18)	02/27/2003	
842788	02/27/2003	152C48257058	152C48257058	(159 66)	02/27/2003	
842788	03/07/2003	152C57617066	152C57617066	(49 88)	03/07/2003	
842788	02/28/2003	152C58628059	CM-53045	(43 29)	02/28/2003	
842788	03/07/2003	152C57385066	152C57385066	(24 94)	03/07/2003	
842788	02/28/2003	152C53046059	CM-53045	(5 36)	02/28/2003	
842788	02/27/2003	152C54686058	CM-54685	(2 60)	02/27/2003	
842788	02/27/2003	152C48258058	CM-48257	(2 39)	02/27/2003	
842788	02/28/2003	152C53231059	152C53231059	(1 53)	02/28/2003	
842788	03/07/2003	152C57618066	CM-57617	(0 75)	03/07/2003	

842788	03/07/2003	152C57386066	CM-57385	(0 37)	03/07/2003	
842788	02/28/2003	152C53232059	CM-53231	(0 02)	02/28/2003	
842788	03/19/2003	1520402078	000318200302	12 57	04/03/2003	
842788	03/18/2003	1520379077	000317200302	36 10	04/02/2003	
842788	03/17/2003	1520355076	000316200301	77 55	04/01/2003	
842788	03/14/2003	1522036073	TAMOXIFEN	94 16	03/29/2003	
842788	03/18/2003	1643683077	000317200302	128 07	04/02/2003	
842788	03/21/2003	1520394080	000320200302	341 34	04/05/2003	
842788	03/20/2003	1521705079	020561280	562 83	04/04/2003	
842788	03/20/2003	1520398079	000319200302	722 64	04/04/2003	
842788	03/19/2003	1521393078	000318200302	1,825 98	04/03/2003	
842788	03/21/2003	1521441080	000320200302	2,201 15	04/05/2003	
842788	03/20/2003	1521423079	000319200302	2,813 05	04/04/2003	
842788	03/18/2003	1521352077	000317200302	3,043 46	04/02/2003	
842788	03/17/2003	1521508076	000316200301	3,809 43	04/01/2003	
842788 Total				14,591 52		
842837	03/31/2003	CK219713	CK219713	(581 50)	03/31/2003	**earned cash discounts**
842837	03/14/2003	152C58881073	152C58881073	(326 07)	03/14/2003	
842837	03/14/2003	152C58882073	CM-58881	(4 75)	03/14/2003	
842837	03/21/2003	1520356080	000000032002	17 67	04/05/2003	
842837	03/19/2003	1520363078	000000031802	42 19	04/03/2003	
842837	03/14/2003	1522037073	TAMOXIFEN	94 16	03/29/2003	
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842837	03/17/2003	1521340076	000000031602	2,471 02	04/01/2003	
842837	03/17/2003	1521338076	000000031401	2,517 32	04/01/2003	
842837	03/17/2003	1521339076	000000031502	2,659 30	04/01/2003	
842837	03/21/2003	1521376080	000000032002	2,907 91	04/05/2003	
842837	03/19/2003	1521334078	000000031802	4,439 06	04/03/2003	
842837	03/18/2003	1521289077	000000030700	4,668 42	04/02/2003	
842837	03/20/2003	1521356079	000000031902	6,520 99	04/04/2003	
842837 Total				28,148 42		
971825	03/31/2003	CK219713	CK219713	(267 81)	03/31/2003	**earned cash discounts**
971825	03/20/2003	1520335079	000319200302	7 90	04/04/2003	
971825	03/17/2003	1520164076	000315200300	12 60	04/01/2003	

971825	03/14/2003	1522107073	TAMOXIFEN	94 16	03/29/2003	
971825	03/21/2003	1521728080	013034377	828 56	04/05/2003	
971825	03/21/2003	1521466080	000003200301	1,678 31	04/05/2003	
971825	03/20/2003	1521464079	000319200302	1,755 90	04/04/2003	
971825	03/19/2003	1521442078	000318200300	1,870 69	04/03/2003	
971825	03/17/2003	1521547076	000315200300	2,058 73	04/01/2003	
971825	03/18/2003	1521402077	000317200300	2,386 50	04/02/2003	
971825	03/14/2003	1521427073	000213200300	2,687 49	03/29/2003	
971825 Total				13,113 03		
972446	03/31/2003	CK219713	CK219713	(262 81)	03/31/2003	**earned cash discounts**
972446	03/14/2003	1522108073	TAMOXIFEN	94 16	03/29/2003	
972446	03/17/2003	1521668076	000315200300	144 43	04/01/2003	
972446	03/18/2003	1521941077	027701924	155 53	04/02/2003	
972446	03/18/2003	1520398077	000317200300	287 16	04/02/2003	
972446	03/21/2003	1521719080	000320200300	2,793 89	04/05/2003	
972446	03/17/2003	1521669076	000316200300	3,163 96	04/01/2003	
972446	03/18/2003	1521554077	000317200300	3,361 73	04/02/2003	
972446	03/20/2003	1521623079	000319200300	3,639 94	04/04/2003	
972446 Total				13,377 99		
978202	03/10/2003	152C56941069	152C56941069	(291 92)	03/10/2003	
978202	03/31/2003	CK219713	CK219713	(216 97)	03/31/2003	**earned cash discounts**
978202	03/10/2003	152C58835069	152C58835069	(4 50)	03/10/2003	
978202	03/10/2003	152C56942069	CM-56941	(4 29)	03/10/2003	
978202	03/10/2003	152C58836069	CM-58835	(3 57)	03/10/2003	
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978202	03/17/2003	1521616076	000315200300	14 42	04/01/2003	
978202	03/18/2003	1521497077	000317200302	15 20	04/02/2003	
978202	03/17/2003	1521615076	000314200300	51 20	04/01/2003	
978202	03/14/2003	1522122073	TAMOXIFEN	94 16	03/29/2003	
978202	03/17/2003	1521619076	000316200302	94 20	04/01/2003	
978202	03/19/2003	1520629078	000003180300	187 21	04/03/2003	
978202	03/17/2003	1521618076	000316200301	226 45	04/01/2003	
978202	03/19/2003	1521641078	027256918	352 44	04/03/2003	
978202	03/18/2003	1521496077	000317200300	1,146 74	04/02/2003	
978202	03/20/2003	1521615079	000319200300	1,227 80	04/04/2003	
978202	03/18/2003	1521495077	000317200301	1 364 11	04/02/2003	
978202	03/19/2003	1521659078	000003180300	1,656 39	04/03/2003	

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978202 Total				10,421 86		
999941	03/31/2003	CK219713	CK219713	(277 39)	03/31/2003	**earned cash discounts**
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999941	03/17/2003	1520228076	000316200300	3 52	04/01/2003	
999941	03/18/2003	1520298077	000317200302	23 33	04/02/2003	
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999941	03/12/2003	1521473071	000311200303	583 53	03/27/2003	
999941	03/19/2003	1521304078	000318200302	999 13	04/03/2003	
999941	03/17/2003	1521347076	000314200300	1,121 05	04/01/2003	
999941	03/18/2003	1521258077	000317200302	1,728 21	04/02/2003	
999941	03/14/2003	1521316073	000313200302	1,761 14	03/29/2003	
999941	03/20/2003	1521353079	000319200303	1,843 52	04/04/2003	
999941	03/17/2003	1521348076	000316200300	2,472 49	04/01/2003	
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Grand Total				**317,694 40**		

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8928	61620	03/18/2003	1293658077	000317200300	162 30	04/02/2003
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8924	292591	03/17/2003	1700529076	1245	170 85	04/01/2003
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8923	341786	10/18/2002	170C44846291	CM-43857	(37 38)	10/18/2002
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8922 430304	03/18/2003	1700468077	000317200300	1,339 71	04/02/2003
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8823 448042	03/19/2003	1700774078	000318200302	114 63	04/10/2003
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8823 Total				511 53	
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8951 451566	03/17/2003	1293076076	000315200300	21 40	04/01/2003
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8951 451566	03/18/2003	1292930077	000317200300	3,731 45	04/02/2003
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