

United States Bankruptcy Court District of <u>Delaware</u>		PROOF OF CLAIM	
In re (Name of Debtor) <u>Core-mark International</u>		Case Number <u>03-10944</u>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property)		<div style="text-align: right; font-weight: bold; font-size: 1.2em;">REC'D NOV 06 2003</div> <div style="text-align: center; font-size: small;">THIS SPACE IS FOR COURT USE ONLY</div>	
Name and Address Where Notices Should be Sent <div style="text-align: center;">RYDER SHARED SERVICES CENTER M/S2868 6000 WINDWARD PARKWAY ALPHARETTA GA 30005</div>			
Telephone No. <u>770 569-6511</u>			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR <u>6088266</u>		Check here if this claim <input checked="" type="checkbox"/> replaces a previously filed claim dated <u>7/25/03</u> <input type="checkbox"/> amends	
1 BASIS FOR CLAIM <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input checked="" type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) <u>Lease Rejection</u></div><div style="width: 45%;"><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ (date) to _____ (date)</div></div>			
2 DATE DEBT WAS INCURRED <u>Lease Rejection Damage Claim</u>		3 IF COURT JUDGMENT DATE OBTAINED	
4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED. <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) _____ Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ <u>2,186,608.63</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim: _____</div><div style="width: 45%;"><input type="checkbox"/> Wages, salaries, or commissions (up to \$4000) * earned not more than 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) <input type="checkbox"/> Contributions to an employee benefit plan—11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other—Specify applicable paragraph of 11 U.S.C. § 507(a) _____ Amounts are subject to adjustment on 11/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</div></div>			
5 TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 30%;">(Unsecured) <u>2,186,608.63</u></div><div style="width: 30%;">(Secured) _____</div><div style="width: 30%;">(Priority) _____</div><div style="width: 10%; border: 1px solid black; padding: 2px; text-align: center;">(Total) <u>2,186,608.63</u></div></div> <div style="font-size: small; margin-top: 5px;"><input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.</div>			
6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.			
7 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8 TIME STAMPED COPY To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date <u>10/27/03</u>		Sign and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) <u>KP SAUNTRY COLLECTION MGR</u>	



CORE-MARK INTERNATIONAL INC											
	BRANCH NUMBER	A/R NO	RTR UNIT NO	DATE OF DELIVERY	TERMS IN YEARS	END OF TERM DATE	OUT OF SERVICE DATE	NO OF DAYS I/S TO O/S	NO OF DAYS O/S TO EOT DAYS	YEAR	MAKE
1	138	11576	963230	9 Jan-03	6 5	8-Jul-09	1-Apr-03	82	2291	2002	FRTL
2	138	11576	963231	9 Jan-03	6 5	8-Jul-09	1-Apr-03	82	2291	2002	FRTL
3	138	11576	963232	9-Jan-03	6 5	8-Jul-09	1-Apr-03	82	2291	2002	FRTL
4	145	6901	347594	2-Mar-99	7 0	28-Feb-06	1-Apr-03	1491	1064	1999	FRTL
5	145	6901	347595	1-Mar-99	7 0	27-Feb-06	1-Apr-03	1492	1063	1999	FRTL
6	145	6901	347596	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
7	145	6901	347597	1-Mar-99	7 0	27-Feb-06	1-Apr-03	1492	1063	1999	FRTL
8	145	6901	347598	7-Mar-99	7 0	5-Mar-06	1-Apr-03	1486	1069	1999	FRTL
9	145	6901	347599	1-Mar-99	7 0	27-Feb-06	1-Apr-03	1492	1063	1999	FRTL
10	145	6901	347600	1-Mar-99	7 0	27-Feb-06	1-Apr-03	1492	1063	1999	FRTL
11	145	6901	347601	1-Mar-99	7 0	27-Feb-06	1-Apr-03	1492	1063	1999	FRTL
12	145	6901	347602	11 Mar-99	7 0	9-Mar-06	1-Apr-03	1482	1073	1999	FRTL
13	145	6901	351909	11 Mar-99	7 0	9-Mar-06	1-Apr-03	1482	1073	1999	FRTL
14	145	6901	351910	12-Apr-99	7 0	10-Apr-06	1-Apr-03	1450	1105	1999	FRTL
15	145	6901	351911	12-Apr-99	7 0	10-Apr-06	1-Apr-03	1450	1105	1999	FRTL
16	145	6901	585206	25 Jun-97	7 0	23-Jun-04	1-Apr-03	2106	449	1997	FRTL
17	145	6901	585207	25 Jun-97	7 0	23-Jun-04	1-Apr-03	2106	449	1997	FRTL
18	145	6901	585208	25-Jun-97	7 0	23 Jun-04	1-Apr-03	2106	449	1997	FRTL
19	145	6901	585209	25-Jun-97	7 0	23-Jun-04	1-Apr-03	2106	449	1997	FRTL
20	145	6901	585210	25-Jun-97	7 0	23-Jun-04	1-Apr-03	2106	449	1997	FRTL
21	145	6901	940591	1-Aug-01	7 0	30-Jul-08	1-Apr-03	608	1947	2001	STER
22	145	6901	940592	1-Aug-01	7 0	30-Jul-08	1-Apr-03	608	1947	2001	STER
23	145	6901	940593	1-Aug-01	7 0	30-Jul-08	1-Apr-03	608	1947	2001	STER
24	328	20802	365996	30-Jun-99	5 0	28 Jun-04	1-Apr-03	1371	454	2000	FRTL
25	328	20802	954582	20 Jun-02	7 0	18-Jun-09	1-Apr-03	285	2270	2002	STER
26	355	25392	351427	8-Nov-99	7 0	6-Nov-06	1-Apr-03	1240	1315	2000	FRTL
27	355	25392	359323	8-Nov-99	8 0	6-Nov-07	1-Apr-03	1240	1680	2000	FRTL
28	355	25392	570512	24-Jun-96	10 0	22-Jun-06	1-Apr-03	2472	1178	1996	
29	355	25392	570513	24-Jun-96	10 0	22-Jun-06	1-Apr-03	2472	1178	1996	
30	355	25392	585558	31-Oct-97	6 5	29-Apr-04	1-Apr-03	1978	395	1995	FRTL
31	355	25392	954583	18 Dec-02	7 0	16-Dec-09	1-Apr-03	104	2451	2002	STER
32	355	25392	341241	13-Jul-99	6 0	11-Jul-05	1-Apr-03	1358	832	1999	FRTL
33	355	25392	341242	26-Jul-99	6 0	24-Jul-05	1-Apr-03	1345	845	1999	FRTL
34	355	25392	341243	26 Jul-99	6 0	24-Jul-05	1-Apr-03	1345	845	1999	FRTL
35	355	25392	341244	13-Jul-99	6 0	11-Jul-05	1-Apr-03	1358	832	1999	FRTL
36	355	25392	341304	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
37	355	25392	341305	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
38	355	25392	341306	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
39	355	25392	341307	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
40	355	25392	341308	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
41	355	25392	341309	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL

REJ CLAIM

42	355	25392	341310	1-Sep-99	7 0	30 Aug-06	1-Apr-03	1308	1247	1999	FRTL
43	355	25392	341311	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
44	355	25392	341312	1-Sep-99	7 0	30-Aug-06	1-Apr-03	1308	1247	1999	FRTL
45	355	25392	341376	14-Jun-99	7 0	12-Jun-06	1-Apr-03	1387	1168	1999	FRTL
46	355	25392	341377	5-Jul-99	7 0	3 Jul-06	1-Apr-03	1366	1189	1999	FRTL
47	355	25392	341378	14-Jun-99	7 0	12-Jun-06	1-Apr-03	1387	1168	1999	FRTL
48	355	25392	341379	14-Jun-99	7 0	12-Jun-06	1-Apr-03	1387	1168	1999	FRTL
49	355	25392	341380	1-Jun-99	7 0	30 May-06	1-Apr-03	1400	1155	1999	FRTL
50	355	25392	341381	15-Jul-99	7 0	13-Jul-06	1-Apr-03	1356	1199	1999	FRTL
51	355	25392	341382	14-Jun-99	7 0	12-Jun-06	1-Apr-03	1387	1168	1999	FRTL
52	355	25392	341383	14-Jun-99	7 0	12-Jun-06	1 Apr-03	1387	1168	1999	FRTL
53	355	25392	341384	14-Jun-99	7 0	12-Jun-06	1-Apr-03	1387	1168	1999	FRTL
54	355	25392	341385	1-Jun-99	7 0	30 May-06	1-Apr-03	1400	1155	1999	FRTL
55	355	25392	341386	1-Jun-99	7 0	30-May-06	1-Apr-03	1400	1155	1999	FRTL
56	355	25392	341387	1-Jun-99	7 0	30-May-06	1-Apr-03	1400	1155	1999	FRTL
57	355	25392	341388	1 Jun-99	7 0	30-May-06	1-Apr-03	1400	1155	1999	FRTL
58	355	25392	341389	1-Jun-99	7 0	30-May-06	1-Apr-03	1400	1155	1999	FRTL
59	355	25392	351426	4-Nov-99	8 0	2-Nov-07	1-Apr-03	1244	1676	2000	FRTL
60	355	25392	950555	4-Dec-01	7 0	2-Dec-08	1-Apr-03	483	2072	2001	FRTL
61	355	25392	950556	12-Dec-01	7 0	10-Dec-08	1-Apr-03	475	2080	2001	FRTL
62	355	25392	950557	4-Dec-01	7 0	2-Dec-08	1-Apr-03	483	2072	2001	FRTL
63	355	25392	950558	4-Dec-01	7 0	2-Dec-08	1-Apr-03	483	2072	2001	FRTL
64	427	69124	356845	2 Jul-99	6 5	29-Dec-05	1-Apr-03	1369	1004	2000	MACK
65	427	69124	963294	16-Jan-03	6 5	15-Jul-09	1-Apr-03	75	2298	2002	FRTL
66	427	69124	963295	14-Jan-03	6 5	13-Jul-09	1-Apr-03	77	2296	2002	FRTL
67	427	69124	963296	17-Jan-03	6 5	16-Jul-09	1-Apr-03	74	2299	2002	FRTL
68	427	69124	963297	17-Jan-03	6 5	16-Jul-09	1-Apr-03	74	2299	2002	FRTL
69	427	69124	963298	16 Jan-03	6 5	15-Jul-09	1-Apr-03	75	2298	2002	FRTL
70	427	69124	963299	17-Jan-03	6 5	16-Jul-09	1-Apr-03	74	2299	2002	FRTL
71	427	69124	963300	17-Jan-03	6 5	16-Jul-09	1-Apr-03	74	2299	2002	FRTL
72	427	69124	963301	17-Jan-03	6 5	16-Jul-09	1-Apr-03	74	2299	2002	FRTL
73	427	69124	963302	17-Jan-03	6 5	16-Jul-09	1-Apr-03	74	2299	2002	FRTL
74	475	111576	747398	1-Jan-99	4 6	31-Jul-03	1-Apr-03	1551	122	1997	VOLVO
75	475	111576	347593	1-Mar-99	7 0	27-Feb-06	1-Apr-03	1492	1063	1999	FRTL
76	475	111576	353237	11-Mar-99	7 0	9-Mar-06	1-Apr-03	1482	1073	1999	FRTL
77	475	111576	353238	11-Mar-99	7 0	9-Mar-06	1-Apr-03	1482	1073	1999	FRTL
78	475	111576	353239	9 Mar-99	7 0	7-Mar-06	1-Apr-03	1484	1071	1999	FRTL
79	475	111576	353240	11-Mar-99	7 0	9-Mar-06	1-Apr-03	1482	1073	1999	FRTL
80	475	111576	353241	11-Mar-99	7 0	9 Mar-06	1-Apr-03	1482	1073	1999	FRTL
81	503	11576	533841	1-Jun-01	2 0	1-Jun-03	1-Apr-03	669	61	1995	FRTL
82	503	11576	555713	3 Mar-99	7 0	1-Mar-06	1-Apr-03	1490	1065	1996	UTILITY
83	503	11576	561855	1-Nov-01	1 6	1-Jun-03	1-Apr-03	516	62	1996	FRTL
84	503	11576	583953	21 May-97	6 5	18-Nov-03	1-Apr-03	2141	232	1997	FRTL
85	503	11576	934458	14-Aug-00	5 5	11-Feb-06	1-Apr-03	960	1048	2000	FRTL
86	503	11576	934459	14-Aug-00	5 5	11-Feb-06	1-Apr-03	960	1048	2000	FRTL
87	503	11576	937575	15-Jan-01	10 0	13-Jan-11	1-Apr-03	806	2844	2000	FRUE
88	503	11576	953824	7-Apr-02	6 0	5-Apr-08	1-Apr-03	359	1831	2002	FRTL
89	503	11576	953825	7-Apr-02	6 0	5-Apr-08	1-Apr-03	359	1831	2002	FRTL

REJ CLAIM

90	814	103799	316152	1-Aug-98	6 5	28-Jan-05	1-Apr-03	1704	669	1998	FRTL
91	814	103799	316153	1-Aug-98	6 5	28-Jan-05	1-Apr-03	1704	669	1998	FRTL
92	814	103799	359345	1-Sep-99	6 5	28-Feb-06	1-Apr-03	1308	1065	1999	FRTL
93	814	103799	572506	14-Dec-96	6 5	13 Jun-03	1-Apr-03	2299	74	1996	FORD
94	814	103799	585035	20 Aug-97	6 5	17-Feb-04	1-Apr-03	2050	323	1997	FORD
95	814	103799	934445	25-Aug-00	6 5	22-Feb-07	1-Apr-03	949	1424	2000	FRTL
96	814	103799	934446	25-Aug-00	6 5	22-Feb-07	1-Apr-03	949	1424	2000	FRTL
97	814	103799	954771	20-May-02	7 0	18-May-09	1-Apr-03	316	2239	2002	STER
98	934	11576	945177	1-Apr-01	6 0	31-Mar-07	1-Apr-03	730	1460	2000	FRTL
99	934	11576	945178	1-Apr-01	6 0	31-Mar-07	1-Apr-03	730	1460	2000	FRTL
100	934	11576	945179	1-Apr-01	6 0	31-Mar-07	1-Apr-03	730	1460	2000	FRTL
101	1132	22315	305410	24-Feb-98	6 5	23-Aug-04	1-Apr-03	1862	511	1997	ISUZU
102	1132	22315	315178	13 Aug-98	6 5	9-Feb-05	1-Apr-03	1692	681	1997	ISUZU
103	1132	22315	930721	13 Jun-00	7 0	12-Jun-07	1-Apr-03	1022	1533	2000	FRTL
104	1132	22315	930722	13-Jun-00	7 0	12-Jun-07	1-Apr-03	1022	1533	2000	FRTL
105	1132	22315	936977	1-Mar-02	6 5	28-Aug-08	1-Apr-03	396	1977	2001	FRTL
106	1132	22315	936978	1-Mar-02	6 5	28-Aug-08	1-Apr-03	396	1977	2001	FRTL
107	1132	22315	324396	5-Oct-98	7 0	3-Oct-05	1-Apr-03	1639	916	1998	FRTL
108	1132	22315	324397	5-Oct-98	7 0	3-Oct-05	1-Apr-03	1639	916	1998	FRTL
109	1132	22315	324398	5-Oct-98	7 0	3-Oct-05	1-Apr-03	1639	916	1998	FRTL
110	1132	22315	324399	5-Dec-98	7 0	3-Dec-05	1-Apr-03	1578	977	1998	FRTL
111	1493	11576	963227	2-Jan-03	6 5	1-Jul-09	1-Apr-03	89	2284	2002	FRTL
112	1493	11576	963264	2-Jan-03	6 5	1-Jul-09	1-Apr-03	89	2284	2002	FRTL
113	1493	11576	963265	2-Jan-03	6 5	1-Jul-09	1-Apr-03	89	2284	2002	FRTL
114	1493	11576	963267	5-Feb-03	6 5	4-Aug-09	1-Apr-03	55	2318	2002	FRTL
115	1493	11576	963303	2-Jan-03	6 5	1-Jul-09	1-Apr-03	89	2284	2002	FRTL
116	2702	11576	963228	2-Jan-03	6 5	1-Jul-09	1-Apr-03	89	2284	2002	FRTL
117	2702	11576	963229	7-Jan-03	6 5	6 Jul-09	1-Apr-03	84	2289	2002	FRTL
118	95	11576	308666	1-Apr-99	6 5	28-Sep-05	1-Apr-03	1461	912	1998	NAVI
119	95	11576	363718	20-May-99	5 5	16-Nov-04	1-Apr-03	1412	596	1999	INTL
120	95	11576	363719	21-May-99	5 5	17-Nov-04	1-Apr-03	1411	597	1999	INTL
121	95	11576	586571	21-Oct-97	6 5	19-Apr-04	1-Apr-03	1988	385	1997	INTL
122	95	11576	586572	29-Aug-97	6 5	26-Feb-04	1-Apr-03	2041	332	1997	INTL
123	95	11576	933171	25-Aug-00	6 5	22-Feb-07	1-Apr-03	949	1424	2000	INTL
124	95	11576	933172	11-Oct-00	6 5	10 Apr-07	1-Apr-03	902	1471	2000	INTL
125	95	11576	933994	28-Aug-00	5 5	25-Feb-06	1-Apr-03	946	1062	2000	INTL
126	95	11576	952367	7-Feb-02	7 0	5-Feb-09	1-Apr-03	418	2137	2002	INTL
127	95	11576	952368	6-Feb-02	7 0	4-Feb-09	1-Apr-03	419	2136	2002	INTL
128	95	11576	952369	7-Feb-02	7 0	5-Feb-09	1-Apr-03	418	2137	2002	INTL
129	95	11576	952370	20-Feb-02	7 0	18-Feb-09	1-Apr-03	405	2150	2002	INTL
130	2852	11580	952306	4-Dec-01	6 5	2-Jun-08	1-Apr-03	483	1890	2002	FRTL

	RTR UNIT NO	ORIGINAL VALUE	MONTHLY DEPRECIATIO N	ACCUM D DEPRECIATION	SCHED 'A VALUE	EST FAIR MARKET VALUE	SCHED 'A"/FRM VAR \$	SCHED A /FRM VAR %	REMARKS		
1	963230	\$67,333 00	\$561 10	\$1,512 66	\$65,820 34	\$42,783 22	\$23,037 12	35%			
2	963231	\$67,333 00	\$561 10	\$1,512 66	\$65,820 34	\$42,783 22	\$23,037 12	35%			
3	963232	\$67,333 00	\$561 10	\$1,512 66	\$65,820 34	\$42,783 22	\$23,037 12	35%			
4	347594	\$49,455 00	\$320 33	\$15,702 31	\$33,752 69	\$21,939 25	\$11,813 44	35%			
5	347595	\$55,455 00	\$391 76	\$19,216 63	\$36,238 37	\$23,554 94	\$12,683 43	35%			
6	347596	\$55,455 00	\$391 76	\$16,846 75	\$38,608 25	\$25,095 36	\$13,512 89	35%			
7	347597	\$55,455 00	\$391 76	\$19,216 63	\$36,238 37	\$23,554 94	\$12,683 43	35%			
8	347598	\$49,455 00	\$320 33	\$15,649 66	\$33,805 34	\$21,973 47	\$11,831 87	35%			
9	347599	\$49,455 00	\$320 33	\$15,712 84	\$33,742 16	\$21,932 40	\$11,809 75	35%			
10	347600	\$49,455 00	\$320 33	\$15,712 84	\$33,742 16	\$21,932 40	\$11,809 75	35%			
11	347601	\$49,455 00	\$320 33	\$15,712 84	\$33,742 16	\$21,932 40	\$11,809 75	35%			
12	347602	\$49,455 00	\$320 33	\$15,607 53	\$33,847 47	\$22,000 86	\$11,846 61	35%			
13	351909	\$70,544 00	\$518 78	\$25,276 67	\$45,267 33	\$29,423 77	\$15,843 57	35%			
14	351910	\$70,544 00	\$518 78	\$24,730 88	\$45,813 12	\$29,778 53	\$16,034 59	35%			
15	351911	\$70,544 00	\$518 78	\$24,730 88	\$45,813 12	\$29,778 53	\$16,034 59	35%			
16	585206	\$56,364 00	\$365 63	\$25,315 62	\$31,048 38	\$20,181 45	\$10,866 93	35%			
17	585207	\$56,364 00	\$365 63	\$25,315 62	\$31,048 38	\$20,181 45	\$10,866 93	35%			
18	585208	\$56,364 00	\$365 63	\$25,315 62	\$31,048 38	\$20,181 45	\$10,866 93	35%			
19	585209	\$56,364 00	\$365 63	\$25,315 62	\$31,048 38	\$20,181 45	\$10,866 93	35%			
20	585210	\$56,364 00	\$365 63	\$25,315 62	\$31,048 38	\$20,181 45	\$10,866 93	35%			
21	940591	\$73,483 00	\$543 65	\$10 867 04	\$62,615 96	\$40,700 37	\$21,915 59	35%			
22	940592	\$73,483 00	\$543 65	\$10,867 04	\$62,615 96	\$40,700 37	\$21,915 59	35%			
23	940593	\$73,483 00	\$543 65	\$10,867 04	\$62,615 96	\$40,700 37	\$21,915 59	35%			
24	365996	\$70,837 00	\$556 59	\$25,087 72	\$45,749 28	\$29,737 03	\$16,012 25	35%			
25	954582	\$76,746 00	\$593 87	\$5,564 48	\$71,181 52	\$46,267 99	\$24,913 53	35%			
26	351427	\$70,323 00	\$542 07	\$22,098 63	\$48,224 37	\$31,345 84	\$16,878 53	35%			
27	359323	\$69,201 00	\$510 16	\$20,797 76	\$48,403 24	\$31,462 11	\$16,941 14	35%			
28	570512	\$7,634 00	\$57 26	\$4 653 59	\$2,980 41	\$1,937 27	\$1,043 14	35%			
29	570513	\$7,634 00	\$57 26	\$4,653 59	\$2,980 41	\$1,937 27	\$1,043 14	35%			
30	585558	\$61,461 00	\$522 03	\$33,947 68	\$27,513 32	\$17,883 66	\$9,629 66	35%			
31	954583	\$76,746 00	\$593 87	\$2,030 55	\$74,715 45	\$48,565 04	\$26,150 41	35%			
32	341241	\$80,389 00	\$655 93	\$29,285 03	\$51,103 97	\$33,217 58	\$17,886 39	35%			
33	341242	\$80,389 00	\$655 93	\$29,004 69	\$51,384 31	\$33,399 80	\$17,984 51	35%			
34	341243	\$80,389 00	\$655 93	\$29,004 69	\$51,384 31	\$33,399 80	\$17,984 51	35%			
35	341244	\$80,389 00	\$655 93	\$29,285 03	\$51,103 97	\$33,217 58	\$17,886 39	35%			
36	341304	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
37	341305	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
38	341306	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
39	341307	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
40	341308	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
41	341309	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
42	341310	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
43	341311	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			
44	341312	\$66,593 00	\$494 25	\$21,254 10	\$45,338 90	\$29,470 28	\$15,868 61	35%			

REJ CLAIM

45	341376	\$53,226 00	\$372 50	\$16,986 00	\$36,240 00	\$23,556 00	\$12,684 00	35%			
46	341377	\$53,226 00	\$372 50	\$16,728 82	\$36,497 18	\$23,723 17	\$12,774 01	35%			
47	341378	\$53,226 00	\$372 50	\$16,986 00	\$36,240 00	\$23,556 00	\$12,684 00	35%			
48	341379	\$53,226 00	\$372 50	\$16,986 00	\$36,240 00	\$23,556 00	\$12,684 00	35%			
49	341380	\$53,226 00	\$372 50	\$17,145 21	\$36,080 79	\$23,452 52	\$12,628 28	35%			
50	341381	\$53,226 00	\$372 50	\$16,606 36	\$36,619 64	\$23,802 77	\$12,816 88	35%			
51	341382	\$53,226 00	\$372 50	\$16,986 00	\$36,240 00	\$23,556 00	\$12,684 00	35%			
52	341383	\$53,226 00	\$372 50	\$16,986 00	\$36,240 00	\$23,556 00	\$12,684 00	35%			
53	341384	\$53,226 00	\$372 50	\$16,986 00	\$36,240 00	\$23,556 00	\$12,684 00	35%			
54	341385	\$53,226 00	\$372 50	\$17,145 21	\$36,080 79	\$23,452 52	\$12,628 28	35%			
55	341386	\$53,226 00	\$372 50	\$17,145 21	\$36,080 79	\$23,452 52	\$12,628 28	35%			
56	341387	\$53,226 00	\$372 50	\$17,145 21	\$36,080 79	\$23,452 52	\$12,628 28	35%			
57	341388	\$53,226 00	\$372 50	\$17,145 21	\$36,080 79	\$23,452 52	\$12,628 28	35%			
58	341389	\$53,226 00	\$372 50	\$17,145 21	\$36,080 79	\$23,452 52	\$12,628 28	35%			
59	351426	\$68,051 00	\$501 60	\$20,514 75	\$47,536 25	\$30,898 56	\$16,637 69	35%			
60	950555	\$64,105 00	\$491 13	\$7,798 88	\$56,306 12	\$36,598 98	\$19,707 14	35%			
61	950556	\$64,105 00	\$491 13	\$7,669 70	\$56,435 30	\$36,682 94	\$19,752 35	35%			
62	950557	\$69,913 00	\$536 07	\$8,512 50	\$61,400 50	\$39,910 33	\$21,490 18	35%			
63	950558	\$64,105 00	\$491 13	\$7,798 88	\$56,306 12	\$36,598 98	\$19,707 14	35%			
64	356845	\$70,969 00	\$573 86	\$25,828 42	\$45,140 58	\$29,341 38	\$15,799 20	35%			
65	963294	\$76,255 00	\$635 46	\$1,566 89	\$74,688 11	\$48,547 27	\$26,140 84	35%			
66	963295	\$76,255 00	\$635 46	\$1,608 67	\$74,646 33	\$48,520 11	\$26,126 22	35%			
67	963296	\$76,255 00	\$635 46	\$1,546 00	\$74,709 00	\$48,560 85	\$26,148 15	35%			
68	963297	\$76,255 00	\$635 46	\$1,546 00	\$74,709 00	\$48,560 85	\$26,148 15	35%			
69	963298	\$76,255 00	\$635 46	\$1,566 89	\$74,688 11	\$48,547 27	\$26,140 84	35%			
70	963299	\$76,255 00	\$635 46	\$1,546 00	\$74,709 00	\$48,560 85	\$26,148 15	35%			
71	963300	\$76,255 00	\$635 46	\$1,546 00	\$74,709 00	\$48,560 85	\$26,148 15	35%			
72	963301	\$76,255 00	\$635 46	\$1,546 00	\$74,709 00	\$48,560 85	\$26,148 15	35%			
73	963302	\$76,255 00	\$635 46	\$1,546 00	\$74,709 00	\$48,560 85	\$26,148 15	35%			
74	747398	\$48,859 00	\$425 49	\$21,696 49	\$27,162 51	\$17,655 63	\$9,506 88	35%			
75	347593	\$49,455 00	\$320 33	\$15,712 84	\$33,742 16	\$21,932 40	\$11,809 75	35%			
76	353237	\$73,460 00	\$464 33	\$22,623 68	\$50,836 32	\$33,043 61	\$17,792 71	35%			
77	353238	\$73,460 00	\$464 33	\$22,623 68	\$50,836 32	\$33,043 61	\$17,792 71	35%			
78	353239	\$73,460 00	\$464 33	\$22,654 22	\$50,805 78	\$33,023 76	\$17,782 02	35%			
79	353240	\$73,460 00	\$464 33	\$22,623 68	\$50,836 32	\$33,043 61	\$17,792 71	35%			
80	353241	\$73,460 00	\$464 33	\$22,623 68	\$50,836 32	\$33,043 61	\$17,792 71	35%			
81	533841	\$21,637 00	\$16 42	\$361 15	\$21,275 85	\$13,829 30	\$7,446 55	35%			
82	555713	\$53,995 00	\$487 97	\$23,903 85	\$30,091 15	\$19,559 25	\$10,531 90	35%			
83	561855	\$25,061 00	\$463 95	\$7,870 63	\$17,190 37	\$11,173 74	\$6,016 63	35%			
84	583953	\$78,793 00	\$788 00	\$55,466 56	\$23,326 44	\$15,162 18	\$8,164 25	35%			
85	934458	\$87,087 00	\$785 26	\$24,784 10	\$62,302 90	\$40,496 89	\$21,806 02	35%			
86	934459	\$87,087 00	\$785 26	\$24,784 10	\$62,302 90	\$40,496 89	\$21,806 02	35%			
87	937575	\$60,288 00	\$386 47	\$10,240 93	\$50,047 07	\$32,530 60	\$17,516 48	35%			
88	953824	\$83,865 00	\$733 82	\$8,661 09	\$75,203 91	\$48,882 54	\$26,321 37	35%			
89	953825	\$83,865 00	\$733 82	\$8,661 09	\$75,203 91	\$48,882 54	\$26,321 37	35%			
90	316152	\$71,021 00	\$545 09	\$30,536 99	\$40,484 01	\$26,314 61	\$14,169 40	35%			
91	316153	\$71,021 00	\$545 09	\$30,536 99	\$40,484 01	\$26,314 61	\$14,169 40	35%			
92	359345	\$67,097 00	\$536 35	\$23,064 52	\$44,032 48	\$28,621 11	\$15,411 37	35%			

REJ CLAIM

93	572506	\$65,243 00	\$552 00	\$41,722 13	\$23,520 87	\$15,288 57	\$8,232 31	35%		
94	585035	\$65,742 00	\$556 27	\$37,491 07	\$28,250 93	\$18,363 10	\$9,887 82	35%		
95	934445	\$78,387 00	\$577 95	\$18,032 04	\$60,354 96	\$39,230 72	\$21,124 24	35%		
96	934446	\$67,818 00	\$536 29	\$16,732 25	\$51,085 75	\$33,205 74	\$17,880 01	35%		
97	954771	\$67,591 00	\$598 82	\$6,221 17	\$61,369 83	\$39,890 39	\$21,479 44	35%		
98	945177	\$67,801 00	\$577 63	\$13,863 12	\$53,937 88	\$35,059 62	\$18,878 26	35%		
99	945178	\$67,801 00	\$577 63	\$13,863 12	\$53,937 88	\$35,059 62	\$18,878 26	35%		
100	945179	\$67,801 00	\$577 63	\$13,863 12	\$53,937 88	\$35,059 62	\$18,878 26	35%		
101	305410	\$50,691 00	\$413 28	\$25,299 53	\$25,391 47	\$16,504 46	\$8,887 01	35%		
102	315178	\$51,692 00	\$422 17	\$23,484 22	\$28,207 78	\$18,335 06	\$9,872 72	35%		
103	930721	\$55,541 00	\$390 08	\$13,106 69	\$42,434 31	\$27,582 30	\$14,852 01	35%		
104	930722	\$55,541 00	\$390 08	\$13,106 69	\$42,434 31	\$27,582 30	\$14,852 01	35%		
105	936977	\$49,744 00	\$367 96	\$4,790 54	\$44,953 46	\$29,219 75	\$15,733 71	35%		
106	936978	\$49,744 00	\$367 96	\$4,790 54	\$44,953 46	\$29,219 75	\$15,733 71	35%		
107	324396	\$51,469 00	\$341 29	\$18,390 39	\$33,078 61	\$21,501 10	\$11,577 51	35%		
108	324397	\$51,469 00	\$341 29	\$18,390 39	\$33,078 61	\$21,501 10	\$11,577 51	35%		
109	324398	\$51,469 00	\$341 29	\$18,390 39	\$33,078 61	\$21,501 10	\$11,577 51	35%		
110	324399	\$51,469 00	\$341 29	\$17 705 94	\$33,763 06	\$21,945 99	\$11,817 07	35%		
111	963227	\$63,480 00	\$529 21	\$1,548 48	\$61,931 52	\$40,255 49	\$21,676 03	35%		
112	963264	\$76,255 00	\$635 46	\$1,859 37	\$74,395 63	\$48,357 16	\$26,038 47	35%		
113	963265	\$76,255 00	\$635 46	\$1,859 37	\$74,395 63	\$48,357 16	\$26,038 47	35%		
114	963267	\$76,255 00	\$635 46	\$1,149 05	\$75,105 95	\$48,818 87	\$26,287 08	35%		
115	963303	\$76,255 00	\$635 46	\$1,859 37	\$74,395 63	\$48,357 16	\$26,038 47	35%		
116	963228	\$63,256 00	\$527 36	\$1,543 07	\$61,712 93	\$40,113 40	\$21,599 53	35%		
117	963229	\$63,256 00	\$527 36	\$1,456 38	\$61,799 62	\$40,169 75	\$21,629 87	35%		
118	308666	\$71,532 00	\$577 77	\$27,751 96	\$43,780 04	\$28,457 03	\$15,323 02	35%		
119	363718	\$96,505 00	\$921 18	\$42,762 94	\$53,742 06	\$34,932 34	\$18,809 72	35%		
120	363719	\$96,505 00	\$921 18	\$42 732 66	\$53,772 34	\$34,952 02	\$18,820 32	35%		
121	586571	\$67,536 00	\$571 00	\$37 319 93	\$30,216 07	\$19,640 44	\$10,575 62	35%		
122	586572	\$67,536 00	\$571 00	\$38,314 88	\$29,221 12	\$18,993 73	\$10,227 39	35%		
123	933171	\$80,799 00	\$652 62	\$20,361 74	\$60,437 26	\$39,284 22	\$21,153 04	35%		
124	933172	\$80,799 00	\$652 62	\$19,353 31	\$61,445 69	\$39,939 70	\$21,505 99	35%		
125	933994	\$99,350 00	\$933 00	\$29,017 58	\$70,332 42	\$45,716 07	\$24,616 35	35%		
126	952367	\$78,529 00	\$607 87	\$8 353 63	\$70,175 37	\$45,613 99	\$24,561 38	35%		
127	952368	\$78,529 00	\$607 87	\$8,373 62	\$70,155 38	\$45,601 00	\$24,554 38	35%		
128	952369	\$78,529 00	\$607 87	\$8,353 63	\$70,175 37	\$45,613 99	\$24,561 38	35%		
129	952370	\$76,417 00	\$605 80	\$8,066 27	\$68,350 73	\$44,427 98	\$23,922 76	35%		
130	952306	\$57,099 00	\$524 95	\$8,335 92	\$48,763 08	\$31,696 00	\$17,067 08	35%		
	TOTAL	\$8,421,298 00	\$65,346 52	\$2,173,844 78	\$6,247,453 22	\$4,060,844 59	\$2,186,608 63	35%		

United States Bankruptcy Court District of <u>Delaware</u>		PROOF OF CLAIM	
In re (Name of Debtor) <u>Core-mark International</u>		Case Number <u>03-10944</u>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property)		<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Check box if you are aware that any one else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</div><div><input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.</div></div> <div><input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</div>	
Name and Address Where Notices Should be Sent <div style="text-align: center;">RYDER SHARED SERVICES CENTER M/S2868 6000 WINDWARD PARKWAY ALPHARETTA GA 30005</div>			
Telephone No. <u>770 569-6511</u>			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR <u>6088266</u>		Check here if this claim <input checked="" type="checkbox"/> replaces a previously filed claim dated <u>7/25/03</u> <input type="checkbox"/> amends	
1. BASIS FOR CLAIM <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input checked="" type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) <u>Lease Rejection</u></div><div style="width: 50%;"><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)</div></div>			
2. DATE DEBT WAS INCURRED <u>Lease Rejection Damage Claim</u>		3. IF COURT JUDGMENT DATE OBTAINED	
4. CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED. <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any \$: _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ <u>2,186,108.63</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim: _____</div><div style="width: 50%;"><input type="checkbox"/> Wages, salaries or commissions (up to \$4000) * earned not more than 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) <input type="checkbox"/> Contributions to an employee benefit plan—11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other—Specify applicable paragraph of 11 U.S.C. § 507(a) _____ Amounts are subject to adjustment on 4/11/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</div></div>			
5. TOTAL AMOUNT OF CLAIM AT THE TIME \$ <u>2,186,108.63</u> (Unsecured) \$ _____ (Secured) \$ _____ (Priority) \$ <u>2,186,108.63</u> (Total) <input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.			
7. SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME STAMPED COPY To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date <u>10/27/03</u>		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) <u>KP SAUNTRY COLLECTION MGR</u>	

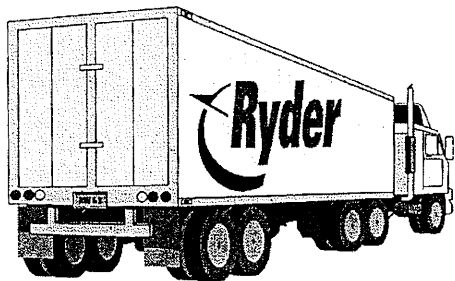
**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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

DOCUMENTS APPENDED TO CLAIM

On May 23, 2005, document(s) were appended to Claim Number **14798** for the following reason(s):

- ☒ Stipulation and Agreement dated 5/25/05
- ☐ New Supporting Documents
- ☐ Change of Address
- ☐ Notice of Withdrawal of Claim
- ☐ Other: Docket Number ##



Ryder Truck Rental, Inc.

6000 Windward Parkway
Alpharetta, Georgia 30005
Kevin P. Sauntry
Corporate Collection Manager
Phone # (770) 569-6511
Fax # (770) 569-6712
E-mail: kevin_sauntry@ryder.com

April 7, 2005

To: Bob Manz

Fax: 214-647-7565

Fr: Kevin P. Sauntry

Re: Fleming lease rejection claim

I have enclosed a copy of the (1) Truck Lease and Service Agreement (lease) (7 Pages) as requested. Enclosed is our (2) attorney's explanation on how lease rejection charges are calculated (2 pages) along with the spreadsheet showing our calculations for Ryder's claim of \$1,005,982.56 (3 @ 6 pages).

As we discussed the two claims filed prior, 7/21/03 @ \$1,622,763.21 and 10/2003 @ \$2,186,608.63 are replaced by this claim and Ryder agrees they should be eliminated.

I have also enclosed (4 @ 8 pages) a "new" spreadsheet showing the Schedule A shortfall calculation based on the same units (first 7 on proof of claim calculation sheet) using March 31, 2005 as the end date and the computer printout showing the current wholesale values. As you can see the 35% base we use is very conservative compared to actual. We do not have the time on large cases to do all the work required to obtain actual figures and as a company have elected to use the conservative 35% to avoid challenges knowing that we are only going to receive cents on the dollar, at best, on most cases.

Please review and acknowledge our claim as quickly as possible. If you have any additional questions please call me. Thank you in advance for your prompt response.

A handwritten signature in black ink, appearing to read 'Kevin P. Sauntry'. The signature is stylized with a large, sweeping 'K' and a long, horizontal stroke at the end.

1

RYDER TRANSPORTATION SERVICES TRUCK LEASE AND SERVICE AGREEMENT

+

This Agreement is dated as of 27th August, 2001 and is by and between RYDER TRUCK RENTAL, INC. d/b/a RYDER TRANSPORTATION SERVICES, whose address is 3600 N.W. 82nd Ave., Miami, Florida 33166 (Ryder) and FLEMING COMPANIES, INC., whose address is 1945 Lakepointe Drive, Lewisville, Texas 75057-6424 (You/Yours).

Equipment Covered and Term

A. Agreement. Ryder agrees to lease the Vehicles to you, and you agree to lease the Vehicles from Ryder. Selected terms are defined in the Defined Terms Section that appears at the end of this Agreement.

B. Schedule A(s). The Schedule A(s) contain information regarding the Vehicles selected by you pursuant to this Agreement. When you sign a Schedule A, you authorize Ryder to obtain the Vehicles listed on that Schedule A and agree to take delivery of them.

C. Lease Term. The lease term for a Vehicle will begin when Ryder tenders the Vehicle to you and will last for the period specified on its Schedule A unless the lease term is terminated earlier as permitted by this Agreement. At the end of the lease term, you agree to return the Vehicles to the Maintenance Facility. If you operate any Vehicle after its lease term has ended, the terms of this Agreement will apply to the hold-over lease, but Ryder will have the right to terminate the hold-over lease 7 days after Ryder sends you notice. Ryder shall not be required to send you this termination notice if you have failed to cure an outstanding default under this Agreement or if Ryder has previously sent you a termination notice covering that Vehicle.

D. Vehicle Specifications, Alterations, and Equipment. Once you accept a Vehicle in service, you agree that it conforms to the Vehicle specifications and is in good working order. You agree not to alter the structure of the Vehicle unless you first obtain Ryder's consent, and you agree to pay for all structural alterations, special equipment, and all changes in painting, lettering, and art work that you make or request Ryder to make after you sign the Schedule A. If a law or regulation changes after you sign a Schedule A so that additional or new equipment must be installed on a Vehicle, Ryder will perform the installation and you agree to pay Ryder a prorated amount of the costs and installation expenses based on the remaining lease term as compared to the remaining life of the Vehicle.

Services That Ryder Provides to the Vehicles

A. Maintenance and Repairs to Vehicles. Ryder agrees to provide lubricants, tires, tubes, and all other operating supplies for the Vehicles. Ryder also agrees to perform all maintenance and repairs to the Vehicles and agrees to supply all labor and parts required to keep the Vehicles in service and ready for your use.

(1) *Maintenance and Repair Schedule.* You agree to return each Vehicle to Ryder at the Maintenance Facility for at least 8 hours per month for preventive maintenance at the scheduled times agreed to by both of us. You agree to notify Ryder immediately when any repairs are necessary. If additional maintenance is required, you agree to bring the Vehicle to Ryder at mutually agreeable times.

(2) *Repairs Performed by Third Parties.* Ryder and the parties that Ryder expressly authorizes are the only ones who may repair, maintain, or adjust a vehicle. Before you have a third party repair or make adjustments to a Vehicle, you agree to obtain Ryder's consent. Ryder will not pay for unauthorized repairs. You agree to provide Ryder with proper documents, such as receipts, to obtain reimbursement from Ryder for all repairs that Ryder authorizes.

B. Vehicle Washing. Where Ryder is designated on the Schedule A, Ryder will wash the exterior of the Vehicles listed on that Schedule A as frequently stated on that Schedule A.

C. Specification Assistance. Ryder agrees to attempt to assist you in selecting specifications for the Vehicles chosen by you by helping you to identify types and physical characteristics of vehicles and equipment suited to your business needs given economic, safety, and performance considerations. Nevertheless, you agree that you retain sole and ultimate responsibility for selecting specifications for the Vehicles.

D. Substitute Vehicles. If a mechanical failure renders a Vehicle temporarily inoperable, Ryder agrees to supply you with a Substitute Vehicle at no extra charge, except for mileage charges, fuel charges, and other variable charges. All Substitute Vehicles will be governed by this Agreement.

(1) *When Ryder Will Not Provide a Substitute Vehicle.* Ryder will not furnish a Substitute Vehicle for any Vehicle that is out of service for any preventive maintenance; if a Vehicle is out of service for repair of any physical damage resulting from any cause, including fire, collision, upset, vandalism or an Act of God; if you violate this Agreement and a Vehicle becomes inoperable as a result; if a Vehicle is lost or stolen; if a Vehicle is specialized; or if a Vehicle is out of service for repair or maintenance of special equipment and Ryder is not responsible for maintaining that equipment.

(2) *Size of Substitute Vehicle: Delivery and Drop-off.* The Substitute Vehicle will be as nearly as practicable the same size as the Vehicle. Ryder agrees to provide the Substitute Vehicle where the Vehicle was disabled and you agree to return it to the facility that provided it.

(3) *Failure to Provide a Substitute Vehicle.* If Ryder is obligated to provide a Substitute Vehicle and fails to do so within a reasonable period of time, then the charges for the inoperable Vehicle will abate until Ryder either returns the Vehicle to you or provides a Substitute Vehicle. This abatement shall be Ryder's only liability to you if Ryder fails to provide a Substitute Vehicle.

E. Replacement Rental Vehicles for Physical Damage. While physical damage to a Vehicle is being repaired, Ryder agrees to rent you a Replacement Rental Vehicle if one is available in Ryder's rental fleet. The rental rate for the Replacement Rental Vehicle will be equal to (and billed in addition to) the base charges on the inoperable Vehicle. Before you take possession of the Replacement Rental Vehicle, you agree to sign Ryder's standard rental agreement. In all instances, and regardless of whether you rent a Replacement Rental Vehicle, the charges on the damaged Vehicle will continue to accrue during the period of time that the damage is being repaired.

F. Extra Rental Vehicles. Subject to availability in Ryder's rental fleet, Ryder will rent Extra Rental Vehicles to you for short-term use. Ryder agrees to rent you an Extra Rental Vehicle at Ryder's standard rental rate at the time of the rental less 15%. All rental rates for Extra Rental Vehicles shall be computed based on a 5-day week. Before you take possession of the Extra Rental Vehicle, you agree to sign Ryder's standard rental agreement.

G. Emergency Road Service. Ryder agrees to provide road service for mechanical or tire failure. However, you agree to be responsible for all expenses towing any Vehicle which becomes mired when not in Ryder's possession or on Ryder's premises, and for any Vehicle which becomes mired as a result of driver abuse or a violation of this Agreement.

H. Painting and Lettering. Ryder agrees to pay for painting and lettering the Vehicles prior to delivery. There is an allowance for this initial painting and lettering on each Schedule A, but if the cost of the painting and lettering exceeds that allowance, the lease charges will be adjusted as described on the Schedule A to reflect the excess.

I. Licensing and Taxes. Ryder agrees to pay for the following items for each Vehicle, but only up to the annual allowance for each item listed on Schedule A: the state motor vehicle license for the licensed weight shown on Schedule A, registration fees, and vehicle inspection fees in the state of domicile; personal property taxes in the state of domicile; and Federal Heavy Vehicle Use Taxes. If the cost of any of these items exceeds the annual allowance listed on

Schedule A in any year, then you agree to pay Ryder the excess. You also agree to pay for any increase or change in method of assessment of any of these items that becomes effective after the date that a Schedule A is signed. Any blank allowance line on a Schedule A shall be deemed to be a \$0 annual allowance. You agree to provide Ryder with all documentation required for vehicle licensing (including trip records) on a weekly basis. If you provide Ryder with inaccurate information or provide information late, you agree to reimburse Ryder for any related and reasonable charges, penalties, or expenses. In addition, Ryder shall have the right by providing you with 30 days prior notice, to no longer apply for vehicle licenses on the Vehicles.

J. Safety Program. At your request, Ryder will provide you with its then-current standard safety program.

I. Providing Fuel

A. Provision of Fuel by Ryder. When Ryder is designated on the Schedule A, Ryder will provide fuel for the Vehicles listed on that Schedule A from Ryder's or designated facilities. The charge for fuel will vary over time. Ryder will bill you for fuel in addition to the lease rates listed on each Schedule A. If your account is past-due, Ryder may elect to stop providing fuel to you 3 days from the date that Ryder sends notice to you. You will be responsible for the cost of all fuel obtained from sources other than Ryder or Ryder's designated facilities.

B. Fuel Tax Permits and Reporting. Where Ryder is designated on Schedule A to provide fuel, Ryder agrees to apply and pay for fuel tax permits for the Vehicles listed on that Schedule A, where it is legal to do so, up to the annual allowance on that Schedule A. If the cost of the fuel tax permits exceeds the annual allowance in any year, then you agree to pay Ryder the excess. Where Ryder is designated on the Schedule A to provide fuel, Ryder also agrees to prepare and file fuel tax returns and pay fuel taxes imposed on the consumption of fuel by the Vehicles listed on that Schedule A where it is legal to do so.

(1) Required Documentation. If Ryder prepares the returns and pays the taxes, you agree to provide Ryder with all necessary documentation (including trip records and fuel tickets) on a weekly basis. If you provide Ryder with inaccurate information or documentation, or provide information or documentation late, you agree to: (i) reimburse Ryder for any related and reasonable charges, penalties, expenses, or disallowed credits; and (ii) pay Ryder an amount equal to the estimated taxes computed on a per mile basis. In addition, Ryder shall have the right, by providing you with 30 days notice to stop doing either or both of the following: (i) applying and paying for fuel tax permits for the Vehicles listed on Schedule A; and (ii) filing fuel tax returns and paying fuel taxes imposed on your consumption of fuel for the Vehicles listed on Schedule A. You shall then defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs resulting from your failure to pay fuel taxes.

(2) Reimbursement of Fuel Taxes. You will reimburse Ryder for all fuel taxes paid by Ryder on your behalf, including, but not limited to, all additional fuel taxes resulting from your consumption of fuel in a state other than the state in which the fuel was purchased and all taxes that may become due based on the documents you provide.

C. If You Provide Fuel. You may choose to provide your own fuel. If you fail to pay fuel taxes, you agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs.

II. Operation of Vehicles

A. Operation for Business Purposes and in Compliance with the Law. You agree to operate the Vehicles in the normal and ordinary course of your business and in compliance with all federal, state, and local laws and regulations (including weight and size limits). You agree not to use the Vehicles to carry passengers.

B. Operation within the United States and Canada. You agree to operate the Vehicles only within the United States and occasionally in Canada. If you desire to operate the Vehicles in any other foreign country, you agree to first obtain Ryder's prior permission. If you operate a Vehicle in a foreign country and it is held there for any reason, you agree to remain liable for the Vehicle and all charges that accrue while it is detained.

C. Operation with Vehicles Owned by You. If you use a Vehicle while it is connected to a trailer or other equipment that Ryder does not lease to you or maintain for you, you agree to keep that trailer and equipment in good operating condition.

D. Prohibited Operation. You agree not to use or operate Vehicles, Substitute Vehicles, or rental vehicles in a reckless or abusive manner, in violation of the manufacturer's recommendations, off an improved road, on a flat tire, improperly loaded, or loaded beyond the manufacturer's recommended maximum gross weight. You agree not to use any Vehicle, Substitute Vehicle, or rental vehicle to transport Hazardous Material. Regardless of any other provision of this agreement, and even if Ryder is designated on Schedule A as responsible for Physical Damage, you will pay Ryder for all physical damage, repairs, maintenance, and related expenses resulting from any violation of this paragraph.

III. Drivers

A. Driver Qualifications. Only properly licensed drivers who are at least 18 years old may drive a Vehicle or Substitute Vehicle. All drivers must be your employees or agents who are subject to your exclusive direction and control. Drivers are not allowed to operate a Vehicle or Substitute Vehicle if they are under the influence of any alcohol or drug. If a driver operates a Vehicle or Substitute Vehicle in violation of this paragraph, you agree to defend, release, indemnify, and hold Ryder harmless for all resulting Damages and Defense Costs. Every year and on Ryder's reasonable request, you agree to provide Ryder with a current driver roster in a form reasonably satisfactory to Ryder.

B. Driver Removal. If a driver operates a Vehicle or Substitute Vehicle in a reckless, abusive, illegal, or incompetent manner, Ryder may send you a notice requesting you to remove that driver as an operator of the Vehicles and Substitute Vehicles. Upon receipt of the notice, you will immediately remove that driver as an operator of the Vehicles and Substitute Vehicles.

(1) Failure to Remove Driver. If you do not remove that individual as a driver or are prevented from doing so by any agreement with any one on the driver's behalf, then you agree to reimburse Ryder for any damage to any Vehicle, Substitute Vehicle, or rental vehicle that occurs while being driven by that individual even if Ryder otherwise has responsibility for payment of Physical Damage on or to that Vehicle, Substitute Vehicle, or rental vehicle. Also, even if Ryder extends Liability Insurance or another provision in this Agreement would otherwise apply, you agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs that result while that driver operates any Vehicle, Substitute Vehicle, or rental vehicle.

(2) Cancellation of Liability Insurance that Ryder Extends. If you deny Ryder's request to remove a driver, Ryder may cancel any Liability Insurance that Ryder extends on any Vehicle or Substitute Vehicle by providing you with 30 days notice.

(3) Change of Physical Damage Responsibility. If you deny Ryder's request to remove a driver, Ryder may also designate you as the party responsible for all Physical Damage to the Vehicles by providing you with 30 days notice. Your Physical Damage responsibility for each Vehicle will then be equal to its Schedule A Value, and you agree to provide Ryder with proof of physical damage insurance coverage described in Paragraph 11B(2).

Vehicle Expenses that You are Responsible For

A. Taxes. You agree to pay for all taxes, fees, and tolls resulting from the use or operation of the Vehicles or accruing on the lease, rental, or other charges under this Agreement, other than those that Ryder agrees to pay for in Paragraph 2I. The taxes that you are responsible for include any sales, use, excise, gross receipts or any similar tax; any special license or taxes resulting from the operation and use of the Vehicles by you, including mileage taxes, tonnage taxes, highway or bridge tolls; and any new or additional taxes or fees adopted after you sign the Schedule A.

B. Excess over Schedule A Annual Allowance Accounts. You agree to be responsible for any excess over the annual allowances listed on the Schedule during each year for each of the following items for each Vehicle: state motor vehicle license, registration fees, and vehicle inspection fees; personal property taxes; Federal Heavy Vehicle Use Taxes; and fuel tax permits. You also agree to pay for any increase or change in method of assessment in any of these items that becomes effective after the date that a Schedule A is signed.

C. Failure to Pay Taxes. If you fail to pay any taxes, fees, or tolls, or fail to successfully dispute any taxes fees, or tolls, and your failure results in a claim or lien involving any Vehicle, then Ryder may settle the claim or lien, and you agree to immediately reimburse Ryder for doing so.

D. Additional Repairs. Regardless of any other provision of this Agreement, you agree to pay for all damage, repairs, maintenance, and related expenses resulting from your operation of a Vehicle or Substitute Vehicle in violation of this Agreement at Ryder's retail sales and service rates then in effect at the facility performing the repairs or maintenance.

. Computation of Charges and Payment.

A. Payment Terms. You agree to pay the full amount of any invoice billed by Ryder within 10 days of the date of Ryder's invoice. Deductions or offsets from the invoice amount are not permitted.

B. Incorrect Invoices. If an invoice is incorrect, then you agree to notify Ryder in writing detailing the disputed portion of the invoice and reason why you allege the invoice is incorrect. The parties agree to attempt a good faith resolution thereof within 30 days; otherwise You shall pay the disputed portion to a separate escrow account pending final resolution, if no notice is received within the 30 days of the invoice date it will be conclusively presumed to be correct.

C. Determination of Mileage and Refrigeration Charges. Ryder will determine mileage for powered Vehicles from odometer readings, mileage for trailers from hubodometer readings, and hours of operation of all refrigerated units from the hour meter(s). If the odometer, hubodometer, or hour meter(s) fails to function, you agree to immediately report that failure to Ryder. Ryder will then determine mileage or the hours of operation for the period in which the failure existed at Ryder's option from (1) your trip records or (2) the average amount of fuel consumed and the miles per gallon shown in Ryder's records for the previous 30 days.

. Financial Statements and Confidentiality

A. Financial Statements. You agree to provide Ryder with financial information as reasonably requested by Ryder in order for Ryder to make an informed ongoing decision regarding your creditworthiness in the event it is not available from public sources

B. Confidentiality. You agree to maintain the confidentiality of the terms and rates contained in this Agreement, and agree not to disclose the rates and terms unless required by law.

. Adjustment of Charges

The charges in this Agreement are based on Ryder's current costs for labor, parts, supplies, and overhead items, which may change after a Schedule A is signed. Each year, on the dates listed on a Schedule A, Ryder will adjust your charges on each Vehicle upward or downward to reflect changes in Ryder's costs. These adjustments will be computed based on the percentage change in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1967 base period) published by the U.S. Bureau of Labor Statistics (or any successor index designated by Ryder) over or under the Base Index listed in the Schedule A. Ryder will round this percentage change in CPI to the nearest tenth of one-percent and will then increase or decrease your charges by an amount equal to this rounded percentage change in CPI (positive or negative) multiplied by the portion of the charges listed below:

- *50% of the Fixed Charge Per Month (or Week) and 100% of the Mileage Rate Per Mile
- *60% of the Mileage Rate Per Mile (including Mileage Guaranty) for "Mileage Only" Rated Vehicles
- *100% of the Refrigerated Maintenance Rate Per Hour (for refrigeration equipment)

Adjustments will be computed based on the original charges and the latest CPI index published prior to the effective date of implementation. The charges listed in this Agreement will not be increased based on changes in CPI by more than 4% per calendar year.

0. Liability Insurance and Indemnity

A. Liability Insurance. The party designated on Schedule A agrees to furnish and maintain a policy of automobile liability insurance at its sole cost with terms acceptable to Ryder and with limits per occurrence specified on each Schedule A for bodily injury and property damage liability, covering you and Ryder as insureds for the ownership, maintenance, use, and operation of the Vehicles and the Substitute Vehicles, except as a result of Ryder's negligence or intentional misconduct. If Ryder extends the Liability Insurance, then this Agreement shall incorporate all of the terms and conditions of the policy of Liability Insurance.

(1) **Additional Insured Status.** If Ryder extends the Liability Insurance, then Ryder agrees to name you as an additional insured on the Liability Insurance for the ownership, maintenance, use, and operation of the Vehicles and the Substitute Vehicles. If you provide the Liability Insurance, then you agree to name Ryder as an additional insured on the Liability Insurance for the ownership, maintenance, use, and operation of the Vehicles and the Substitute Vehicles. If Ryder is obligated to furnish and maintain Liability Insurance covering you as an insured, the Liability Insurance will exclude uninsured or underinsured motorist coverage, personal injury protection coverage, medical payment coverage, and/or supplementary no fault coverage. If any of these coverages cannot be rejected, waived, or excluded under the law of any applicable state, or if rejection, waiver, or exclusion is otherwise unenforceable, the coverage will only be provided to the extent and with the minimum limits required by the laws of that state.

(2) **Primary Coverage and Notice of Cancellation.** The Liability Insurance must provide that its coverage is primary and not additional or excess coverage over insurance otherwise available to either of us. In addition, the Liability Insurance must be written by a company satisfactory to Ryder and provide that it cannot be canceled or materially altered without 30 days prior notice to both of us.

B. Insurance Certificates. The party designated on the Schedule A agrees to furnish the other party with insurance certificates to prove compliance with paragraph 10A.

C. Termination of Liability Insurance Extended by Ryder. If Ryder extends its Liability Insurance, Ryder may periodically review and adjust its rates before during the term of this agreement, and also may withdraw such coverage, by providing you in either event with not less than 30 days prior notice. You agree to then obtain and maintain Liability Insurance in the limits listed on the Schedule A as of the effective date of termination, and your lease charges will be adjusted accordingly.

D. Indemnification for Failure to Procure or Maintain Liability Insurance. If you are obligated to procure and maintain the Liability Insurance and fail to do so (or if you fail to provide Ryder with the required evidence of Liability Insurance), you agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs arising out of or related to the ownership, maintenance, use, or operation of any Vehicle or Substitute Vehicle. In addition, Ryder may, at Ryder's option, obtain Liability Insurance which may protect Ryder's interests only. If Ryder chooses to procure the Liability Insurance, you agree to pay to Ryder any costs or expenses incurred by Ryder in procuring the Liability Insurance. Ryder will bill these costs to you as additional rental charges.

E. Indemnification for Damages in Excess of Liability Insurance, Injuries to Employees and Agents and for a Violation of this Agreement. You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs: (1) in excess of or not covered by Liability Insurance whether provided by you or Ryder) arising out of or related to the ownership, maintenance, use, or operation of any Vehicle or Substitute Vehicle, except as a result of Ryder's negligence or intentional misconduct; (2) arising out of or related to death or injury to you, your drivers, employees, and agents caused by or related to the ownership, maintenance, use, or operation of a Vehicle or Substitute Vehicle, except as a result of Ryder's negligence or intentional misconduct; or (3) arising out of or related to your violation of this Agreement.

F. Indemnification for Statutory Insurance Requirements or Insurer Insolvency. You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs which Ryder may be required to pay as a result of any statutory requirements of insurance or as a result of the insolvency of your insurance company and which Ryder would not otherwise be required to pay under this Agreement.

G. Indemnification for Transportation of Hazardous Material. Even if Ryder is designated as responsible for providing Liability Insurance on the Schedule A, if you use any Vehicle, Substitute Vehicle, or rental vehicle to transport any Hazardous Material, then you agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs arising out of or related to any cause, including, but not limited to, your negligence, Ryder's negligence, any other failure on your part, or any other failure on Ryder's part. Nothing in this paragraph will authorize you to transport Hazardous Materials in any Vehicle, Substitute Vehicle, or rental vehicle, which shall still be a breach of this Agreement.

H. Filing Evidence of Liability Insurance. When Ryder is designated as responsible for Liability Insurance, Ryder will, at your request and where required and legal, file required evidence of automobile liability insurance. Ryder agrees to file the certificates of automobile insurance that are required by you in the normal operation of your business in a form acceptable to Ryder. You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs arising out of or related to payment of losses by Ryder or Ryder's insurer based on the fact that the documents or certificates have been filed or issued, where the loss would not have otherwise been paid except for the existence of such filing or certificate.

I. Reimbursement for Clean-up Costs Associated with Fuel Spills. If you provide the Liability Insurance and Ryder responds to a traffic accident which has resulted in an environmental spill or release from a Vehicle's or Substitute Vehicle's fuel tank(s) or engine, you agree to pay for and/or reimburse Ryder for all out-of-pocket costs and expenses arising out of or related to the spill or release, including, but not limited to, the cost of emergency response contractors, environmental clean up and disposal costs, fines, and penalties, except as a result of Ryder's negligence or intentional misconduct.

J. Ryder Indemnification of You. Ryder shall defend, release, indemnify, and reimburse you, and hold you harmless, from and against all Damages and Defense Costs that result from Ryder's negligence or intentional misconduct in failing to properly maintain any Vehicle or Substitute Vehicle and also while any Vehicle or Substitute Vehicle is in Ryder's sole care, control, and custody for repair and preventive maintenance contemplated under this Agreement. Notwithstanding anything in this Agreement to the contrary (except for the Hazardous Material Paragraph 10G above), you do not waive or release, and are not liable to defend, release, indemnify, reimburse, or hold harmless, Ryder from any Damages or Defense Costs, as a result of Ryder's negligence or intentional misconduct, including any Physical Damage to a Vehicle or Substitute Vehicle, and also occurs while a Vehicle or Substitute Vehicle is in Ryder's care, control, and custody for repair and preventive maintenance contemplated under this Agreement.

1. Physical Damage to Leased and Substitute Vehicles

The party shown on the Schedule A will pay for all Physical Damage (including theft and loss) to the Vehicles listed on that Schedule A and to any substitute Vehicle provided for those Vehicles.

A. When Ryder is Designated on the Schedule A:

(1) **Payment of Physical Damage.** Ryder agrees to assume and pay for Physical Damage to each Vehicle or Substitute Vehicle in excess of the deductible amount per occurrence specified on the Schedule A. You agree to pay up to the deductible amount specified on the Schedule A for each occurrence.

(2) **Exclusions.** Even if Ryder is designated on the Schedule A, Ryder will not pay for any loss or damage to a Vehicle or Substitute Vehicle that results from a violation of Paragraph 4 or for any willful damage to a Vehicle or Substitute Vehicle used by You or in Your control, specifically including, but not limited to, damage arising out of or in connection with any labor dispute that you are involved in. Further, Ryder will not pay for the theft of any Vehicle or substitute Vehicle by one of your agents or employees, nor will Ryder pay for the loss of tools, tarpaulins, accessories, spare tires, or other similar items. If a vehicle is lost, damaged beyond economic repair, or stolen as a result of one of the exceptions in this paragraph, you agree to pay Ryder an amount equal to the Schedule A Value.

(3) **Retention of Salvage.** Ryder will be entitled, at its option, to retain the salvage of any Vehicle or Substitute Vehicle, in which case Ryder will deduct the salvage value from the amount that you agree to pay to Ryder under Paragraph 11A(2) of this Agreement.

(4) **Termination of Physical Damage Responsibility.** If Ryder is responsible for paying for Physical Damage, then Ryder can terminate that responsibility by providing you with at least 30 days prior notice. After that 30 day notice period, you agree to be responsible for all Physical Damage to the Vehicles and substitute Vehicles as described in Paragraph 11B. After Ryder provides you with notice of termination, you agree to obtain and maintain Physical Damage insurance on the Vehicles and Substitute Vehicles. This Physical Damage insurance must be in a form and amount that is reasonably acceptable to Ryder. Ryder will then decrease your lease charges to reflect the change in Physical Damage responsibility. If you fail to obtain and maintain Physical Damage insurance, or if you fail to provide Ryder with certificates evidencing that insurance, then you agree to pay Ryder for all Physical Damage to any Vehicle or substitute Vehicle as described in Paragraph 11B. In the event that a Vehicle is damaged beyond economic repair or is lost or stolen, the amount that you agree to pay Ryder will be determined by Paragraph 16A. If Ryder is responsible for paying for Physical Damage, Ryder may periodically review and adjust its rates therefor during the term of this agreement by providing you with not less than 30 days prior notice.

B. When You Are Designated on the Schedule A:

(1) **Payment of Physical Damage.** You agree to pay for all Physical Damage (including theft and loss) to any Vehicle or Substitute Vehicle, including related expenses, except if the Physical Damage results from Ryder's negligence or intentional misconduct and occurs on Ryder's premises, in which case Ryder shall abate the lease charges while such is being repaired. If a Vehicle is lost, stolen, or damaged beyond economic repair, then you agree to pay Ryder the purchase price at the time of the loss or damage as determined by Paragraph 16A, plus the other amounts mentioned in that paragraph. Ryder may inspect and approve all physical damage repairs performed by any repair shop which has not been approved by Ryder once they are completed. If a physical damage repair performed by any such unapproved repair shop does not meet the vehicle manufacturer's specifications or is otherwise faulty, then Ryder may rework or repair so that it satisfies those specifications and is properly performed at your expense in addition to all other charges under this Agreement.

(2) **Insurance Certificates.** You agree to furnish Ryder with evidence of Physical Damage insurance coverage reasonably acceptable to Ryder listing Ryder as a named insured or endorsed as a loss payee.

(3) **Retention of Salvage.** Ryder will be entitled, at its option, to retain the salvage of any Vehicle or Substitute Vehicle, in which case Ryder will deduct the salvage value from the amount that you agree to pay to Ryder under this Agreement.

C. Vehicle Theft or Destruction. If a Vehicle is lost or stolen, you agree to immediately notify Ryder. If it is still missing 30 days after you have notified Ryder, then the lease on that Vehicle will terminate. However, before the lease terminates, you must pay Ryder any amounts owed for the Vehicle as of termination and any amounts owed to Ryder under Paragraph 11. Ryder will not be obligated to provide a Substitute Vehicle during this 30 day period.

If a Vehicle is involved in a collision or accident, you agree to immediately notify Ryder, and within 30 days, Ryder will decide whether that Vehicle is damaged beyond economic repair. If the Vehicle is damaged beyond economic repair, the lease on that Vehicle will terminate once you pay Ryder all of the charges owed for the Vehicle and all amounts owed under Paragraph 11.

2. Notice of Accident

If an accident, collision, theft, loss, or damage occurs involving any Vehicle or Substitute Vehicle, you agree to immediately notify Ryder, cause your driver to make a report in person at Ryder's office as soon as practicable, and agree to return the Vehicle or Substitute Vehicle to the Maintenance Facility upon Ryder's request. You agree to also provide Ryder with copies of any reports that you have provided to your insurer or any governmental agency and assist Ryder and the insurer in the investigation, defense, or prosecution of any claims or suits.



3. Cargo Loss Responsibility

Ryder will not be liable for loss of or damage to Cargo, even if the loss or damage occurs on Ryder's premises or is caused by Ryder's negligence or any other failure on Ryder's part. You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs arising out of or related to loss or damage to Cargo. You also agree to reimburse Ryder for loss of any tools, tarpaulins, spare tires, or other similar equipment furnished by Ryder.

4. Termination

A. Annual Termination Rights. Either party may terminate the lease on any Vehicle on any annual anniversary date of its Date of Delivery listed on its schedule A before its full lease term expires by giving the other party at least 60 days prior notice. If Ryder terminates the lease on any Vehicles and you are not then in default, you will have the right, but not the obligation, to purchase all of those terminated Vehicles on the effective date of their termination in accordance with Paragraph 16A, by giving Ryder at least 30 days prior notice. If you terminate the lease on any Vehicles, you will, at Ryder's option, purchase all of those Vehicles on their effective date of termination in accordance with Paragraph 16A.

B. Insolvency and Bankruptcy. If you become insolvent, file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, are adjudicated bankrupt, permit a receiver to be appointed for your business, or permit or suffer a material disposition of your assets, the lease of Vehicles will terminate at Ryder's option. Upon termination, Ryder may, at its option, demand that you purchase the Vehicles within 30 days as described in Paragraph 16A.

C. Vehicle Condition at Expiration of Lease. Upon termination or expiration of the lease term, you agree to return each Vehicle to Ryder with no broken glass and with no sheet metal, component, or structural damage. If you have made any structural alteration to the Vehicle, you agree, at Ryder's option, to restore it to its original condition before you return it to Ryder.

5. Breach or Default

A. Default Procedure. If you breach this Agreement, then Ryder may send you a notice of default. You will have 10 days from the date that Ryder sends you the default notice to cure the default.

B. Repossession. If you fail to cure a default as required by Paragraph 15A, then Ryder may immediately take possession of any or all of the Vehicles and Substitute Vehicles wherever they may be located, without prejudice to Ryder's other remedies under this Agreement, at law, or in equity. Ryder will not send you any further demand or notice before Ryder repossesses the Vehicles and Substitute Vehicles and will be entitled to enter any premises to remove them.

(1) Liability for Charges. Repossession of the Vehicles will not automatically terminate the Agreement. You agree to continue to be liable for all charges that accrue during the period that Ryder retains the Vehicles.

(2) Property in a Vehicle at the Time of Repossession. If at the time that Ryder repossesses a Vehicle there is property in that Vehicle, then Ryder will thereafter hold that property until you claim it, at which time Ryder shall deliver the property to you at your sole risk and expense, or will place it in public storage at your sole risk and expense. If you do not claim the property within 60 days of the repossession, we may elect to donate it to a charity, sell it or destroy it, in our sole judgment.

C. Termination of the Agreement and Purchase of the Vehicles. If you fail to cure a default as required by Paragraph 15A, Ryder may terminate this Agreement as to any or all of the Vehicles. Once Ryder terminates this Agreement, Ryder may require you to purchase any or all of the terminated Vehicle by sending you a demand, without prejudice to Ryder's other remedies under this Agreement, at law, or in equity. You agree to purchase all of those terminated vehicles designated by Ryder within 30 days of the date of Ryder's demand at a purchase price established by Paragraph 16A.

D. Attorneys Fees. If either party takes any action to enforce any of its rights under this Agreement or to collect amounts owed to it by the other party, the other party agrees to pay all of the prevailing party's costs and expenses in doing so. These costs will include, but not be limited to, reasonable attorneys' fees at both the trial and appellate level, and fees and costs paid to any collection agency.

E. Default by Ryder. If Ryder does not correct any service or maintenance problem that you bring to Ryder's attention in writing within a reasonable period of time as to any specific Vehicles, then you may, within 15 days after Ryder receives such notification, schedule a meeting between you and Ryder to discuss such service problem and to try to adopt a mutually acceptable method of resolving such service problem. If Ryder does not cure the service problem within 30 days of such meeting, assuming that the problem can be corrected within 30 days, then you may terminate the lease of that specific, affected Vehicle by providing Ryder with 10 days written notice. You shall not be obligated to purchase that terminated Vehicle, but shall be liable for all charges that accrue through the date that the lease of the Vehicle is terminated. In no event shall Ryder be liable for any damages or lost profits that you incur as a result of Ryder's failure to correct any service or maintenance problem.

6. Vehicle Purchases

A. Vehicle Purchase Price and Procedures. If you are required or elect to purchase a Vehicle under this Agreement, the purchase price will be equal to its Schedule A Value plus any sales or use tax resulting from the sale. You agree to also pay Ryder on the purchase date any outstanding charges you owe. You agree to pay Ryder in cash or by certified cashier's check on the date provided in this Agreement. Each Vehicle will be purchased "as is, where is" without any warranties or representations on Ryder's part. Ryder shall provide clear title to all purchased Vehicles.

B. Failure to Purchase a Vehicle. If you fail to purchase a Vehicle when required to do so, Ryder may, at Ryder's option, obtain 3 wholesale bids from willing and able buyers for cash for each Vehicle and will compare the highest bid for that Vehicle to its Schedule A Value. If the highest bid for a Vehicle is less than its Schedule A Value, then you agree to pay Ryder the difference between the highest bid and the Vehicle's Schedule A Value in cash within 5 days of the date of Ryder's demand, in lieu of your obligation to purchase that Vehicle, but otherwise without prejudice to Ryder's other remedies under this Agreement, at law, or in equity. Ryder will have no obligation to actually sell the Vehicle to the highest bidder.

C. Expiration of the Lease Term. You will have no right or obligation to purchase a Vehicle when its full lease term expires.

7. Miscellaneous Provisions

A. Assignment of Lease. This Agreement will be binding on both of us, and both of our successors, legal representatives, and permitted assigns. YOU DO NOT HAVE THE RIGHT TO SUBLEASE ANY OF THE VEHICLES, NOR THE RIGHT TO ASSIGN THIS AGREEMENT OR ANY INTEREST UNDER THIS AGREEMENT WITHOUT RYDER'S PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WILL BE VOID. Unless Ryder expressly

releases you from your obligations in Ryder's consent to the assignment or sublease, you agree to remain liable for all of your and the assignee's or sublessee's obligations under this Agreement.

B. Changes in Ownership or Sales of Assets. Before you change ownership or dispose of a substantial amount of your assets, you agree to promptly notify Ryder in writing.

C. Force Majeure and Charges. Ryder will not be liable to you if Ryder is prevented from performing under this Agreement by any present or future cause beyond Ryder's control. These causes include, but are not limited to, Acts of God, national emergencies, wars, riots, fires, labor disputes, federal, state, or local laws, rules or regulations, shortages (local or national), or fuel allocation programs. Even if Ryder is unable to perform, your obligations under this Agreement will continue to the extent that Ryder is able to perform, but will abate to the extent that Ryder is unable to perform. Except for the lease charges listed on Schedule A, all charges for goods or services under this Agreement, including any services subcontracted by Ryder, will be billed per Ryder's retail sales and service procedures and charges then in effect.

D. Waiver of Consequential Damages/Lost Profits. BOTH PARTIES WAIVE AND RELEASE EACH OTHER FROM ANY AND ALL CLAIMS OR LIABILITY FOR ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS.

E. Notices. Any notice, demand, consent or request for consent under this Agreement must be written and sent to you or Ryder at the address listed on the cover page of this Agreement (or any new address of which notice is given). Notices shall be given by certified mail (with a return receipt), overnight delivery service, facsimile transmission (if a written record of either a machine generated or verbal telephonic confirmation is obtained), or hand-delivery. Notices will be effective when sent, unless otherwise specified in this Agreement.

F. Savings Clause. If a court rules that any one or more provisions of this Agreement are illegal, invalid, or unenforceable, the remainder of that provision and all of the other provisions will remain binding, effective, and fully enforceable.

G. Waiver of Rights and Defaults. If either party delays or fails to exercise any of its rights under this Agreement, or if either party partially exercises any right, it will not have thereby waived any rights. By failing to declare or act on a default, neither party waives that default. **BOTH OF US WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY LAWSUIT RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

H. Cumulative Remedies. Except as described in Paragraph 16B, all of each party's remedies in this Agreement are cumulative and non-exclusive. Either party may exercise any remedy without affecting its right to exercise any other remedy and without impacting its right to bring suit for the other party's breach or its other remedies at law.

I. Content and Modification of Agreement. Neither party will be bound by this Agreement until that party's duly authorized representative signs it. After Ryder signs this Agreement, this Agreement will become the entire agreement and understanding between both of us concerning the subjects contained in this Agreement. All previous written or oral agreements and representations regarding the subjects contained in this Agreement will be null and void. The only way to change this Agreement is through a written amendment or additional Schedule A(s) signed by both of our duly authorized representatives. Any attempt at oral modification or modification through course of performance shall be void.

J. Indemnification and Release of Ryder's Insurers. Wherever a party agrees to defend, release, indemnify, or hold the other party harmless from damages or Defense Costs in this Agreement, that party also agrees to defend, release, indemnify, and hold the other party's insurers harmless from any liability for those Damages and Defense Costs.

K. Disclaimer of Warranties. RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE VEHICLES, CHARGES, OR ANY OTHER MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT THE VEHICLES ARE MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE OR SPECIAL PURPOSE. The above Disclaimer of Warranties does not apply to the maintenance services contemplated by this Agreement, nor does this disclaimer preclude You from making claims against the Manufacturers.

L. Survivability. All of the defense, release, indemnification, and hold harmless provisions of this Agreement shall survive the termination or expiration of this Agreement for any reason.

8. Defined Terms

A. Base Index: The Consumer Price Index placed on each Schedule A at the time that the Schedule A is executed that serves as the basis for computing adjustments to the lease charges as described in Paragraph 9.

B. Both of us/our: The lessee under this Agreement and Ryder Truck Rental, Inc., d.b.a. Ryder Transportation Services.

C. Cargo: Any goods or property in, carried on, or towed by any Vehicle or Substitute Vehicle.

D. CPI: The Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1967 base period) published by U.S. Bureau of Labor Statistics or any successor index designated by Ryder.

E. Damages: All damages, claims, suits, causes of action, penalties, fees, costs, expenses and liabilities for death or injury to persons and loss or damage to property, including, but not limited to, damage to the environment and all environmental clean-up costs.

F. Defense Costs: All attorneys' fees, experts' fees, and court costs at trial and on appeal.

G. Either of us: Ryder Truck Rental, Inc., d.b.a. Ryder Transportation Services or you, the lessee under this Agreement.

H. Extra Rental Vehicle: A rental vehicle that Ryder rents to you for short-term use as described in Paragraph 2F.

I. Hazardous Material: Any cargo, property, or hazardous material in a quantity which requires placarding by the United States Department of Transportation, and any medical, bio-hazardous, or radioactive waste.

J. Liability Insurance: The liability insurance described in Paragraph 10A and provided by the party designated on the Schedule A that covers the Vehicles and Substitute Vehicles.

K. Maintenance Facility: Ryder's facility that maintains the Vehicles and is listed on each Schedule A or another maintenance facility designated by Ryder.

L. Physical Damage: All damage, loss, or theft of or to any Vehicle or Substitute Vehicle.

M. Replacement Rental Vehicle: A rental vehicle that Ryder rents to you while a leased Vehicle is out of service for repair of physical damage as described in Paragraph 2E.

N. Ryder: Ryder Truck Rental, Inc., d.b.a. Ryder Transportation Services, the lessor under this Agreement.

O. Schedule A Value: A Vehicle's Original Value as shown on its Schedule A, less the total depreciation which has accrued for such Vehicle computed in accordance with the Schedule A, plus all unexpired licenses, prepaid applicable taxes (including personal property taxes and Federal Heavy Vehicle Use Taxes), unpaid interest and other expenses previously incurred by Ryder and required to be paid by You relating to the Vehicle, prorated to the date of sale or computation.

P. Substitute Vehicle: A vehicle provided by Ryder at no extra cost when any Vehicle becomes temporarily inoperable as a result of mechanical failure under conditions described in Paragraph 2D of this Agreement.

Q. Vehicles: The vehicles and equipment that are listed on the Schedule A(s) to this Agreement.

R. You/your: The lessee under this Agreement.

RYDER TRUCK RENTAL, INC.,

B.A. RYDER TRANSPORTATION SERVICES
(Ryder)

By

Name

Title

RAYMOND TIMMERMAN/GENERAL MGR.

Date

Witness

LEMING COMPANIES, INC
You/Yours)

by

Name

Title

Date

Witness



2

MEMORANDUM

Schedule A Value is the purchase option price for vehicles when a lessee is in default. The Schedule A value takes into consideration a reduction from the Original Value of the vehicle (column 8) by allowing for a straight line depreciation of the vehicle based upon the total number of payments made or required to be made by the Defendant as of the date of default. For each monthly payment, a portion of the payment, called the Depreciation Month Amount (column 9), is deducted from the Original Value of the vehicle.

To calculate Schedule A Value:

1. Calculate the number of monthly payments made by the lessee.
2. Calculate the number of monthly payments that remain outstanding as of the date of default as indicated on the Statement of Account damages (i.e., the number of monthly payment dates on Statement of Account).
3. Add No. 1 and No. 2 to determine the total number of monthly payments to be credited against the Original Value.
4. Subtract that figure from the Original Value for each vehicle and this is your Schedule A Value.

Pursuant to Paragraph 11 D. of the TLSA a defaulting lessee must purchase the vehicle from Ryder for its Schedule A value plus any unexpired licenses, applicable taxes, and other prepaid expenses previously paid by Ryder prior to the date of sale. Because a motor vehicle depreciates faster in the first few years of use than in the later years a straight line depreciation results in the overstatement of the actual, i.e., fair market value of the vehicle. While under lease the lessee has the benefit of a flat payment that does not cover the interest costs plus the full monthly depreciation of

[Handwritten signature]

the vehicle in the early years. It is only at the end of the lease when the depreciation rate is less than the flat monthly payment recovers and then exceeds the actual depreciation costs associated with the vehicle, plus interest.

By terminating the lease early, the defaulting lessee has received the benefits of a lower monthly payment for a new vehicle without having to make the same payment (now no longer considered low) at the end of the lease when the vehicle is no longer new. To insure that Ryder receives the benefit of its bargain in the event of default by the lessee, the TLSA provides that the defaulting lessee must purchase the vehicle from Ryder at the higher Schedule A Value. However, if the defaulting lessee fails to purchase the vehicle for the Schedule A price, Ryder has suffered the loss of the difference between the Schedule A price and the actual value of the vehicle. This is called the Schedule A Damages.

To determine the Schedule A Damages:

Take the Schedule A Value and either deduct the Fair Market Value given to you by the District for each vehicle or use 65% of the Schedule A Value as the Fair Market Value. The resulting deficiency is Ryder's Schedule A Damages.

United States Bankruptcy Court District of <u>Delaware</u>		PROOF OF CLAIM
In re (Name of Debtor) <u>Fleming Companies, Inc.</u>		Case Number <u>03-10945 (mfw)</u>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property)		<input type="checkbox"/> 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. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and Address Where Notices Should be Sent <u>RYDER TRUCK RENTAL, INC.</u> <u>M/S2868</u> <u>6000 WINDWARD PARKWAY</u> <u>ALPHARETTA GA 30005</u>		
Telephone No. <u>770 569-6511</u>		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>6088265</u>		Check here if this claim <input checked="" type="checkbox"/> replaces a previously filed claim, dated: <u>7/25/03</u> <input type="checkbox"/> amends <u>10/2003</u>
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) <u>Lease Rejection</u>		
2. DATE DEBT WAS INCURRED <u>Lease Rejection Damage Claim</u>		
3. IF COURT JUDGMENT, DATE OBTAINED:		
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED. <input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ <u>1,005,982.56</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)*, earned not more than 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) <input type="checkbox"/> Contributions to an employee benefit plan —11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units —11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other —Specify applicable paragraph of 11 U.S.C. § 507(a) *Amounts are subject to adjustment on 4/11/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
5. TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED: <u>1,005,982.56</u> \$ (Unsecured) \$ (Priority) <input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		<u>\$1,005,982.56</u> (Total)
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <u>6/23/04</u>	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) <u>K.P. SAUNTRY COLLECTION MGR.</u>	

THIS SPACE IS FOR
COURT USE ONLY

FILED

JUN 24 2004

BMC

Fleming Companies Claim



18453

United States Bankruptcy Court		PROOF OF CLAIM	
District of <u>Delaware</u>			
In re (Name of Debtor) <u>Fleming Companies, Inc.</u>		Case Number <u>03-10945 (mfw)</u>	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>			
Name of Creditor (The person or other entity to whom the debtor owes money or property)		<input type="checkbox"/> Check box if you are aware that any one else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address Where Notices Should be Sent <u>RYDER TRUCK RENTAL, INC.</u> <u>M/S2868</u> <u>6000 WINDWARD PARKWAY</u> <u>ALPHARETTA, GA 30005</u>			
Telephone No. <u>770 569-6511</u>			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>6088265</u>		Check here if this claim <input checked="" type="checkbox"/> replaces a previously filed claim, dated: <u>7/25/03</u> <input type="checkbox"/> amends	
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) <u>Lease Rejection</u>			
2. DATE DEBT WAS INCURRED <u>Lease Rejection Damage Claim</u>			
3. IF COURT JUDGMENT, DATE OBTAINED:			
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED. <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><input type="checkbox"/> SECURED CLAIM \$ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ <u>1,005,982.56</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim.</div><div style="width: 50%;"><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date) <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)* earned not more than 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) <input type="checkbox"/> Contributions to an employee benefit plan—11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other—Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small></div></div>			
5. TOTAL AMOUNT OF CLAIM AT THE TIME \$ <u>1,005,982.56</u> CASE FILED: (Unsecured) (Secured) (Priority) \$ <u>1,005,982.56</u> (Total)			
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.			
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date <u>6/23/04</u>		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) <u>K.P. SAUNTRY COLLECTION MGR.</u>	

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COURT USE ONLY

FILED

JUN 24 2004

BMC

Fleming Companies Claim



18453

FLEMING COMPANIES, INC.												
BRANCH NUMBER	A/R NO.	RTR UNIT NO.	DATE OF DELIVERY	TERMS IN YEARS	END OF TERM DATE	OUT OF SERVICE DATE	NO. OF DAYS IS TO O/S	NO. OF DAYS O/S TO EOT DAYS	YEAR	MAKE	MODEL	TYPE
1	55664	581971	25-Nov-01	4.0	25-Nov-05	1-Jun-03	552	908	1998	INTL	4700	
2	55664	582483	4-Nov-01	4.0	3-Nov-05	1-Jun-03	574	886	1998	INTL	4700	
3	55664	582822	1-Nov-01	4.0	31-Oct-05	1-Jun-03	577	883	1998	INTL	4700	
4	55664	328117	22-Oct-01	4.0	21-Oct-05	30-May-03	585	875	1999	MACK	CH613	TRACTOR
5	55664	328903	14-Dec-01	4.0	13-Dec-05	30-May-03	532	928	1999	MACK	CH613	TRACTOR
6	55664	331984	11-Jan-02	4.0	10-Jan-06	30-May-03	504	956	1999	MACK	CH613	TRACTOR
7	55664	302480	25-Oct-01	4.0	24-Oct-05	28-May-03	580	880	1998	INTL	4700	TRACTOR
8	55664	582481	31-Oct-01	4.0	30-Oct-05	30-May-03	576	884	1998	INTL	4700	
9	55664	582823	3-Oct-01	4.0	2-Oct-05	23-May-03	597	863	1998	INTL	4700	
10	55664	582832	8-Nov-01	4.0	7-Nov-05	30-May-03	568	892	1998	INTL	4700	
11	55664	587900	1-Nov-01	4.0	31-Oct-05	23-May-03	568	892	1998	INTL	4700	
12	55664	587901	31-Oct-01	4.0	30-Oct-05	30-May-03	576	884	1998	INTL	4700	
13	55664	587904	5-Nov-01	4.0	4-Nov-05	30-May-03	571	889	1998	INTL	4700	
14	55664	314110	1-Jan-03	2.2	1-Mar-05	20-Dec-03	353	438	1998	MACK	CH613	TRACTOR
15	55664	314111	1-Jan-03	2.2	1-Mar-05	20-Dec-03	353	438	1998	MACK	CH613	TRACTOR
16	55664	314112	1-Jan-03	2.2	1-Mar-05	20-Dec-03	353	438	1998	MACK	CH613	TRACTOR
17	55664	314113	1-Jan-03	1.4	1-Jun-04	20-Dec-03	353	164	1998	MACK	CH613	TRACTOR
18	55664	365413	9-Sep-01	3.0	8-Sep-04	6-Feb-04	880	215	2000	MACK	CH613	TRACTOR
19	55664	564124	1-Jan-03	1.2	1-Mar-04	6-Feb-04	401	25	1997	FRTL	FLD11264	TRACTOR
20	55664	564208	1-Jan-03	1.2	1-Mar-04	6-Feb-04	401	25	1997	FRTL	FLD11264	TRACTOR
21	55664	565859	9-Sep-01	2.8	9-Jul-04	21-Feb-04	895	139	1997	FRTL	FLD11264	TRACTOR
22	55664	565972	9-Sep-01	2.9	8-Aug-04	21-Feb-04	895	170	1997	FRTL	FLD11264	TRACTOR
23	55664	920494	1-Jan-03	3.3	1-May-06	27-Aug-03	238	979	2000	MACK	CH613	TRACTOR
24	55664	920495	1-Jan-03	3.3	1-May-06	27-Aug-03	238	979	2000	MACK	CH613	TRACTOR
25	55664	920496	1-Jan-03	3.3	1-May-06	27-Aug-03	238	979	2000	MACK	CH613	TRACTOR
26	55664	920497	1-Jan-03	3.3	1-May-06	27-Aug-03	238	979	2000	MACK	CH613	TRACTOR
27	55664	920498	1-Jan-03	3.3	1-May-06	16-Jul-03	196	1021	2000	MACK	CH613	TRACTOR
28	55664	920499	1-Jan-03	3.3	1-May-06	16-Jul-03	196	1021	2000	MACK	CH613	TRACTOR
29	55664	920500	1-Jan-03	3.3	1-May-06	16-Jul-03	196	1021	2000	MACK	CH613	TRACTOR
30	55664	920501	1-Jan-03	3.3	1-May-06	16-Jul-03	196	1021	2000	MACK	CH613	TRACTOR
31	55664	920502	1-Jan-03	3.3	1-May-06	16-Jul-03	196	1021	2000	MACK	CH613	TRACTOR
32	55664	948602	1-Jan-03	4.9	30-Nov-07	27-Aug-03	238	1557	2002	MACK	CH613	TRACTOR
33	55664	948603	1-Jan-03	4.9	30-Nov-07	16-Jul-03	238	1557	2002	MACK	CH613	TRACTOR
34	55664	948604	1-Jan-03	4.9	30-Nov-07	16-Jul-03	238	1557	2002	MACK	CH613	TRACTOR
35	55664	948605	1-Jan-03	4.9	30-Nov-07	6-Jun-03	156	1639	2002	MACK	CH613	TRACTOR
36	55664	948606	1-Jan-03	4.9	30-Nov-07	6-Jun-03	156	1639	2002	MACK	CH613	TRACTOR
37	55664	948607	1-Jan-03	4.9	30-Nov-07	6-Jun-03	156	1639	2002	MACK	CH613	TRACTOR
38	55664	948608	1-Jan-03	4.9	30-Nov-07	6-Jun-03	156	1639	2002	MACK	CH613	TRACTOR
39	55664	948609	1-Jan-03	4.9	30-Nov-07	6-Jun-03	156	1639	2002	MACK	CH613	TRACTOR
40	55664	948610	1-Jan-03	4.9	30-Nov-07	6-Jun-03	156	1639	2002	MACK	CH613	TRACTOR
41	55664	271961	9-Sep-01	5.1	8-Oct-06	16-Jul-03	675	1180	1997	GDANE	T/A	TRAILER
42	55664	271962	9-Sep-01	5.1	8-Oct-06	16-Jul-03	675	1180	1997	GDANE	T/A	TRAILER
43	55664	271963	9-Sep-01	5.1	8-Oct-06	16-Jul-03	675	1211	1997	GDANE	T/A	TRAILER
44	55664	272902	9-Sep-01	5.2	7-Nov-06	16-Jul-03	675	1211	1997	GDANE	T/A	TRAILER
45	55664	272903	9-Sep-01	5.2	7-Nov-06	16-Jul-03	675	1272	1997	GDANE	T/A	TRAILER
46	55664	272924	9-Sep-01	5.3	7-Jan-07	16-Jul-03	675	1272	1997	GDANE	T/A	TRAILER
47	55664	272925	9-Sep-01	5.3	7-Jan-07	16-Jul-03	675	1272	1997	GDANE	T/A	TRAILER
48	55664	314519	9-Sep-01	6.8	7-Jan-08	30-May-03	628	1836	1998	GDANE	T/A	TRAILER
49	55664	314520	9-Sep-01	6.7	7-Jan-08	30-May-03	628	1805	1998	GDANE	T/A	TRAILER
50	55664	314521	9-Sep-01	6.8	7-Jan-08	30-May-03	628	1836	1998	GDANE	T/A	TRAILER
51	55664	314522	9-Sep-01	6.7	8-May-08	30-May-03	628	1805	1998	GDANE	T/A	TRAILER
52	55664	314523	9-Sep-01	6.7	8-May-08	30-May-03	628	1805	1998	GDANE	T/A	TRAILER
		314524	9-Sep-01	6.8	7-Jun-08	30-May-03	628	1836	1998	GDANE	T/A	TRAILER

BRANCH NUMBER	AIR NO.	RTR UNIT NO.	DATE OF DELIVERY	TERMS IN YEARS	END OF TERM DATE	OUT OF SERVICE DATE	NO. OF DAYS /S TO O/S	NO. OF DAYS O/S TO EOT DAYS	YEAR	MAKE	MODEL	TYPE
53	1264	55664	314525	6.8	7-Jun-08	30-May-03	628	1836	1998	GDANE	T/A	TRAILER
54	1264	55664	314526	6.8	7-Jun-08	30-May-03	628	1836	1998	GDANE	T/A	TRAILER
55	1264	55664	373853	7.7	8-May-09	20-Dec-03	832	1966	1999	GDANE	T/A	TRAILER
56	1264	55664	373854	7.7	8-May-09	20-Dec-03	832	1966	1999	GDANE	T/A	TRAILER
57	1264	55664	373855	7.7	8-May-09	20-Dec-03	832	1966	1999	GDANE	T/A	TRAILER
58	1264	55664	531589	4.2	7-Nov-05	27-Aug-03	717	804	1995	GDANE	T/A	TRAILER
59	1264	55664	531590	4.2	7-Nov-05	27-Aug-03	717	804	1995	GDANE	T/A	TRAILER
60	1264	55664	920435	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
61	1264	55664	920436	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
62	1264	55664	920437	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
63	1264	55664	920438	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
64	1264	55664	920439	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
65	1264	55664	920440	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
66	1264	55664	920441	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
67	1264	55664	920442	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
68	1264	55664	920443	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
69	1264	55664	920445	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
70	1264	55664	920446	8.6	7-Apr-10	10-Jun-03	639	2494	2000	GDANE	T/A	TRAILER
71	1264	55664	920447	8.6	29-Apr-10	10-Jun-03	617	2516	2000	GDANE	T/A	TRAILER
72	1264	55664	945526	9.7	8-May-11	27-Aug-03	717	2811	2001	GDANE	T/A	TRAILER
73	1264	55664	945527	9.7	8-May-11	27-Aug-03	717	2811	2001	GDANE	T/A	TRAILER
74	1264	55664	945528	9.7	8-May-11	27-Aug-03	717	2811	2001	GDANE	T/A	TRAILER

RTR UNIT NO.	ORIGINAL VALUE	MONTHLY DEPRECIATION N	ACQUM'D DEPRECIATION	SCHED "A" VALUE	EST. FAIR MARKET VALUE	SCHED "A" FIRM VAR. \$	SCHED "A" FIRM VAR. %	REMARKS
1	581971	\$38,545.00	\$488.13	\$8,858.66	\$29,686.44	\$19,286.19	\$10,390.26	35%
2	582483	\$34,389.00	\$338.13	\$6,380.93	\$28,008.07	\$18,205.25	\$9,802.82	35%
3	582822	\$34,389.00	\$338.13	\$6,414.28	\$27,974.72	\$18,183.57	\$9,791.15	35%
4	328117	\$55,321.00	\$464.13	\$8,926.56	\$46,394.44	\$30,156.39	\$16,238.06	35%
5	328903	\$55,321.00	\$464.13	\$8,117.82	\$47,203.18	\$30,682.06	\$16,521.11	35%
6	331984	\$55,321.00	\$464.13	\$7,690.57	\$47,630.43	\$30,958.78	\$16,671.65	35%
7	302480	\$34,389.00	\$338.13	\$6,447.63	\$27,941.37	\$18,161.89	\$9,779.48	35%
8	582481	\$34,389.00	\$338.13	\$6,403.16	\$27,985.84	\$18,180.78	\$9,795.04	35%
9	582823	\$34,389.00	\$338.13	\$6,636.61	\$27,752.39	\$18,039.05	\$9,713.34	35%
10	582832	\$34,389.00	\$338.13	\$6,314.23	\$28,074.77	\$18,248.60	\$9,826.17	35%
11	587900	\$34,389.00	\$338.13	\$6,314.23	\$28,074.77	\$18,248.60	\$9,826.17	35%
12	587901	\$34,389.00	\$338.13	\$6,403.16	\$27,985.84	\$18,180.78	\$9,795.04	35%
13	587904	\$34,389.00	\$338.13	\$6,347.58	\$28,041.42	\$18,226.92	\$9,814.50	35%
14	314110	\$34,899.00	\$332.33	\$3,856.85	\$31,032.15	\$20,170.90	\$10,861.25	35%
15	314111	\$34,899.00	\$332.33	\$3,856.85	\$31,032.15	\$20,170.90	\$10,861.25	35%
16	314112	\$34,899.00	\$332.33	\$3,856.85	\$31,032.15	\$20,170.90	\$10,861.25	35%
17	314113	\$34,845.00	\$325.45	\$3,777.00	\$31,068.00	\$20,194.20	\$10,873.80	35%
18	365413	\$41,081.00	\$325.90	\$4,428.78	\$36,652.22	\$20,573.94	\$11,078.28	35%
19	564124	\$26,413.00	\$331.25	\$4,367.05	\$22,045.95	\$13,679.86	\$7,366.08	35%
20	564208	\$25,413.00	\$331.25	\$4,367.05	\$22,045.95	\$13,679.86	\$7,366.08	35%
21	565859	\$41,147.00	\$324.00	\$18,360.99	\$22,786.01	\$14,610.91	\$7,975.10	35%
22	565972	\$41,171.00	\$324.00	\$18,360.99	\$23,410.01	\$15,216.51	\$8,193.50	35%
23	920494	\$48,554.00	\$482.35	\$3,774.22	\$44,779.78	\$29,106.85	\$15,672.92	35%
24	920495	\$48,554.00	\$482.35	\$3,774.22	\$44,779.78	\$29,106.85	\$15,672.92	35%
25	920496	\$48,554.00	\$482.35	\$3,774.22	\$44,779.78	\$29,106.85	\$15,672.92	35%
26	920497	\$48,554.00	\$482.35	\$3,108.18	\$45,445.82	\$29,539.78	\$15,906.04	35%
27	920498	\$48,554.00	\$482.35	\$3,108.18	\$45,445.82	\$29,539.78	\$15,906.04	35%
28	920499	\$48,554.00	\$482.35	\$3,108.18	\$45,445.82	\$29,539.78	\$15,906.04	35%
29	920500	\$48,554.00	\$482.35	\$3,108.18	\$45,445.82	\$29,539.78	\$15,906.04	35%
30	920501	\$48,554.00	\$482.35	\$3,108.18	\$45,445.82	\$29,539.78	\$15,906.04	35%
31	920502	\$48,554.00	\$482.35	\$3,108.18	\$45,445.82	\$29,539.78	\$15,906.04	35%
32	948602	\$61,744.00	\$581.17	\$4,647.46	\$57,096.54	\$37,177.75	\$20,018.79	35%
33	948603	\$61,744.00	\$581.17	\$3,744.96	\$57,999.04	\$37,699.37	\$20,299.66	35%
34	948604	\$61,744.00	\$581.17	\$2,980.69	\$58,763.31	\$38,196.15	\$20,567.16	35%
35	948605	\$61,744.00	\$581.17	\$2,980.69	\$58,763.31	\$38,196.15	\$20,567.16	35%
36	948606	\$61,744.00	\$581.17	\$2,980.69	\$58,763.31	\$38,196.15	\$20,567.16	35%
37	948607	\$61,744.00	\$581.17	\$2,980.69	\$58,763.31	\$38,196.15	\$20,567.16	35%
38	948608	\$61,744.00	\$581.17	\$2,980.69	\$58,763.31	\$38,196.15	\$20,567.16	35%
39	271961	\$37,825.00	\$416.00	\$9,231.78	\$28,593.22	\$18,585.59	\$10,007.63	35%
40	271962	\$37,825.00	\$416.00	\$9,231.78	\$28,593.22	\$18,585.59	\$10,007.63	35%
41	271963	\$37,825.00	\$416.00	\$9,231.78	\$28,593.22	\$18,585.59	\$10,007.63	35%
42	272902	\$38,241.00	\$416.00	\$9,231.78	\$29,009.22	\$18,855.99	\$10,153.23	35%
43	272903	\$38,241.00	\$416.00	\$9,231.78	\$29,009.22	\$18,855.99	\$10,153.23	35%
44	272923	\$39,073.00	\$416.00	\$9,231.78	\$29,841.22	\$19,396.79	\$10,444.43	35%
45	272924	\$39,073.00	\$416.00	\$9,231.78	\$29,841.22	\$19,396.79	\$10,444.43	35%
46	272925	\$38,716.00	\$407.00	\$9,032.05	\$27,683.95	\$17,984.56	\$9,689.38	35%
47	314518	\$44,985.86	\$405.26	\$8,367.23	\$36,618.63	\$23,802.11	\$12,816.52	35%
48	314520	\$44,985.86	\$405.26	\$8,367.23	\$36,618.63	\$23,802.11	\$12,816.52	35%
49	314521	\$44,985.86	\$405.26	\$8,367.23	\$36,618.63	\$23,802.11	\$12,816.52	35%
50	314522	\$44,580.60	\$405.26	\$8,367.23	\$36,213.37	\$23,538.69	\$12,674.68	35%
51	314523	\$44,580.60	\$405.26	\$8,367.23	\$36,213.37	\$23,538.69	\$12,674.68	35%
52	314524	\$44,985.86	\$405.26	\$8,367.23	\$36,618.63	\$23,802.11	\$12,816.52	35%

rejection (2)

RTR UNIT NO.	ORIGINAL VALUE	MONTHLY DEPRECIATION	ACCUM'D DEPRECIATION	SCHED "A" VALUE	EST. FAIR MARKET VALUE	SCHED "A" FRM VAR. \$	SCHED "A" FRM VAR. %	REMARKS
53	314525	\$44,985.56	\$405.26	\$8,367.23	\$36,618.63	\$23,802.11	35%	
54	314526	\$44,985.56	\$405.26	\$8,367.23	\$36,618.63	\$23,802.11	35%	
55	373853	\$51,466.36	\$421.63	\$11,533.02	\$39,933.34	\$25,956.67	35%	
56	373854	\$51,466.36	\$421.63	\$11,533.02	\$39,933.34	\$25,956.67	35%	
57	373855	\$51,466.36	\$421.63	\$11,533.02	\$39,933.34	\$25,956.67	35%	
58	531589	\$25,991.00	\$361.00	\$8,509.71	\$17,481.29	\$11,362.84	35%	
59	531590	\$25,991.00	\$361.00	\$8,509.71	\$17,481.29	\$11,362.84	35%	
60	920435	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
61	920436	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
62	920437	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
63	920438	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
64	920439	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
65	920440	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
66	920441	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
67	920442	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
68	920443	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
69	920445	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
70	920446	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
71	920447	\$55,848.36	\$419.92	\$8,821.77	\$47,026.59	\$30,567.28	35%	
72	945525	\$59,256.56	\$405.86	\$9,567.18	\$49,689.38	\$32,298.10	35%	
73	945527	\$59,256.56	\$405.86	\$9,567.18	\$49,689.38	\$32,298.10	35%	
74	945528	\$59,256.56	\$405.86	\$9,567.18	\$49,689.38	\$32,298.10	35%	
TOTAL		\$3,415,361.18	\$31,896.46	\$541,125.28	\$2,874,235.90	\$1,868,253.33	\$1,005,982.56	35%

FLEMING COMPANIES, INC.												
BRANCH NUMBER	AIR NO.	RTR UNIT NO.	DATE OF DELIVERY	TERMS IN YEARS	END OF TERM DATE	OUT OF SERVICE DATE	NO. OF DAYS IS TO OS	NO. OF DAYS OS TO EOT	YEAR	MAKE	MODEL	TYPE
1	618	55664	581971	26-Nov-01	4.0	25-Nov-05	31-Mar-05	1221	239	1998	INTL	4700
2	618	55664	582483	4-Nov-01	4.0	3-Nov-05	31-Mar-05	1243	217	1998	INTL	4700
3	618	55664	582822	1-Nov-01	4.0	31-Oct-05	31-Mar-05	1246	214	1998	INTL	4700
4	732	55664	328117	22-Oct-01	4.0	21-Oct-05	31-Mar-05	1256	204	1998	MACK	CH613
5	732	55664	328903	14-Dec-01	4.0	13-Dec-05	31-Mar-05	1203	257	1999	MACK	CH613
6	732	55664	331984	11-Jan-02	4.0	10-Jan-06	31-Mar-05	1175	286	1999	MACK	CH613
7	732	55664	302490	25-Oct-01	4.0	24-Oct-05	31-Mar-05	1253	207	1998	INTL	4700
RTR UNIT NO.	ORIGINAL VALUE	MONTHLY DEPRECIATION N	ACCUM'D DEPRECIATION	SCHED "A" VALUE	EST FAIR MARKET VALUE	SCHED "A" FIRM VAR. \$	SCHED "A" FIRM VAR. %	REMARKS				
1	581971	\$36,545.00	\$488.13	\$19,594.74	\$18,950.26	\$10,062.00	\$8,898.26	47%				
2	582483	\$34,389.00	\$338.13	\$13,817.94	\$20,571.06	\$11,393.00	\$9,178.06	45%				
3	582822	\$34,389.00	\$338.13	\$13,851.29	\$20,537.71	\$11,159.00	\$9,378.71	46%				
4	328117	\$55,321.00	\$464.13	\$19,165.39	\$36,155.61	\$16,382.00	\$21,214.34	67%				
5	328903	\$55,321.00	\$464.13	\$18,356.66	\$36,964.34	\$16,760.00	\$21,214.34	67%				
6	331984	\$55,321.00	\$464.13	\$17,929.41	\$37,391.59	\$18,992.59	\$9,112.80	45%				
7	302490	\$34,389.00	\$338.13	\$13,929.10	\$20,459.90	\$11,347.00	\$9,112.80	45%				
TOTAL		\$307,675.00	\$2,894.91	\$116,644.52	\$181,030.48	\$94,482.00	\$93,146.87	49%				

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Vehicle Sales Proceeds Quote

Vehicle Number : 581971

Sales Proceeds quote as of: 4/7/2005

Sam Code: 90

Description: Dsl Trucks > 26K GVW > 20 ft

Year: 1998

Make: INTL

Model: 4900

Expected Age: 93

Est. Odometer: 181,644

Original Cost: \$41,845

Historical Retail Value: \$14,374

Historical Wholesale Value: \$10,062

Current Market Value: \$14,060



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Vehicle Sales Proceeds Quote

Vehicle Number : 582483

Sales Proceeds quote as of: 4/7/2005

Sam Code: 60

Description: Dsl Trucks <= 26K GVW > 20 ft

Year: 1998

Make: INTL

Model: 4700

Expected Age: 93

Est. Odometer: 155,914

Original Cost: \$37,410

Historical Retail Value: \$16,276

Historical Wholesale Value: \$11,393

Current Market Value: \$16,313



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Vehicle Sales Proceeds Quote

Vehicle Number : 582822

Sales Proceeds quote as of: 4/7/2005

Sam Code: 60

Description: Dsl Trucks <= 26K GVW > 20 ft

Year: 1998

Make: INTL

Model: 4700

Expected Age: 93

Est. Odometer: 210,024

Original Cost: \$39,760

Historical Retail Value: \$15,941

Historical Wholesale Value: \$11,159

Current Market Value: \$15,981



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Vehicle Sales Proceeds Quote

Vehicle Number : 328117

Sales Proceeds quote as of: 4/7/2005

Sam Code: 140

Description: T/A Tractors

Year: 1999

Make: MACK

Model: CH613

Expected Age: 77

Est. Odometer: 339,285

Original Cost: \$58,818

Historical Retail Value: \$23,403

Historical Wholesale Value: \$16,382

Current Market Value: \$24,273



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Vehicle Sales Proceeds Quote

Vehicle Number : 328903

Sales Proceeds quote as of: 4/7/2005

Sam Code: 140

Description: T/A Tractors

Year: 1999

Make: MACK

Model: CH613

Expected Age: 78

Est. Odometer: 326,094

Original Cost: \$56,783

Historical Retail Value: \$22,500

Historical Wholesale Value: \$15,750

Current Market Value: \$23,340



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Vehicle Sales Proceeds Quote

Vehicle Number : 331984

Sales Proceeds quote as of: 4/7/2005

Sam Code: 140
Description: T/A Tractors
Year: 1999
Make: MACK
Model: CH613
Expected Age: 74
Est. Odometer: 189,509
Original Cost: \$58,241

Historical Retail Value: \$26,285
Historical Wholesale Value: \$18,399
Current Market Value: \$27,147



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Vehicle Sales Proceeds Quote

Vehicle Number : 302490

Sales Proceeds quote as of: 4/7/2005

Sam Code: 60

Description: Dsl Trucks <= 26K GVW > 20 ft

Year: 1998

Make: INTL

Model: 4700

Expected Age: 86

Est. Odometer: 166,359

Original Cost: \$35,572

Historical Retail Value: \$16,210

Historical Wholesale Value: \$11,347

Current Market Value: \$16,245

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

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

DOCUMENTS APPENDED TO CLAIM

On May 23, 2005, document(s) were appended to Claim Number 18453, 18454, 18455, 18456, 18108 and 14798 for the following reason(s):

- ☒ **Stipulation and Agreement dated 5/25/05**
- ☐ **New Supporting Documents**
- ☐ **Change of Address**
- ☐ **Notice of Withdrawal of Claim**
- ☐ **Other: Docket Number ##**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re)	Chapter 11
FLEMING COMPANIES, INC. et al. ¹)	Case No. 03-10945 (MFW)
Debtors)	(Jointly Administered)
)	

**STIPULATION BY AND BETWEEN THE PCT AND RYDER TRUCK RENTAL, INC.
REGARDING RESOLUTION OF CLAIM NUMBERS 18453, 18454, 18455, and 18456**

This Stipulation is entered into by and among the PCT² and Ryder Truck Rental, Inc. ("Claimant" and together with the PCT the "Parties").

RECITALS

I Background

A On April 1, 2003, the above-captioned debtors filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

B On or about June 24, 2004, the Claimant filed the following proofs of claim:

- 1 Number 18453 as an unsecured claim in the amount of \$1,005,982.56.
- 2 Number 18454 as an unsecured claim in the amount of \$253,538.47
- 3 Number 18455 as an unsecured claim in the amount of \$2,451.08 (CND)
- 4 Number 18456 as an unsecured claim in the amount of \$121,326.70

The Debtors whose cases remain open are as follows: Core-Mark International, Inc.; Fleming Companies, Inc.; ASI Office Automation, Inc.; CAM Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; and Minter-Weisman Co.

The PCT is the trust that was created pursuant to the Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc. and its Filing Subsidiaries Under Chapter 11 of the United States Bankruptcy Code (the "Plan") and the PCT Agreement (as defined in the Plan) for the purposes of carrying out certain provisions of the Plan.

C Claim numbers 18453, 18454, 18455 and 18456 remain pending against the Debtors' estate

D On July 26, 2004, this court entered an order confirming the Debtors' plan of reorganization. The plan became effective on August 23, 2004. Pursuant to the plan, the PCT has the authority to enter into this Stipulation. See Plan at Article X.A.

E As a result of discussions between representatives to the PCT and the Claimant, the Parties have agreed upon the appropriate treatment of the above-listed claims.

STIPULATION

NOW, THEREFORE, the Parties hereto stipulate and agree as follows:

1 Claim number 18453 is allowed as an unsecured nonpriority Claim in the amount of \$1,005,982.56. Claim number 18454 is allowed as an unsecured nonpriority Claim in the amount of \$253,538.47. Claim number 18455 is allowed as an unsecured nonpriority Claim in the amount of \$2,451.08 (CND). Claim number 18456 is allowed as an unsecured nonpriority Claim in the amount of \$121,326.70.

2 This Stipulation finally resolves the claims set forth herein as well as all claims that Claimant has against the Debtors, the PCT, and/or their respective successors, assigns, agents or representatives, and Claimant hereby waives any additional claims it may have (whether they be asserted or unasserted) against the Debtors, the PCT, and/or their respective successors, assigns, agents or representatives.

3 The Recitals set forth above are true and correct and are incorporated herein by this reference.

4 This Stipulation may be executed in any number of counterparts and by different Parties to the Stipulation on separate counterparts, each of which, when so executed, shall be deemed an original, but such counterparts shall constitute one and the same agreement. Any

signature delivered by a Party by a facsimile transmission shall be deemed an original signature hereto Pursuant to Article X A of the Plan this Stipulation shall be effective upon execution by all Parties

5 This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of any of the Parties including any Chapter 11 or Chapter 7 trustee appointed in the chapter 11 case

6 Modifications of this Stipulation may be made only if such modifications are in writing and signed by each of the Parties hereto

7 The Parties represent to each other that they have authority to act in connection with this Stipulation and will be bound by the terms of this Stipulation

8 The Parties hereby expressly consent to the personal and subject matter jurisdiction of the Bankruptcy Court with respect to all matters relating to the interpretation of this Stipulation and any controversy arising with respect thereto The Parties agree that the Bankruptcy Court shall have jurisdiction but not exclusive jurisdiction, to resolve any disputes arising under or related to this Stipulation, and to interpret, implement and enforce the provisions of this Stipulation

9 Each Party represents and warrants to the other Parties that this Stipulation was executed freely and voluntarily, that no promises or representations that are not contained in this Stipulation have been made to induce them to execute this Stipulation and that they have not relied on any promise or representation except as set forth herein, and that they have conducted their own independent investigation of all matters they deem relevant regarding this Stipulation

10 This Stipulation constitutes the entire agreement between the Parties relating to the subject matter hereof, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior

signature delivered by a Party by a facsimile transmission shall be deemed an original signature hereto Pursuant to Article X A of the Plan, this Stipulation shall be effective upon execution by all Parties

5 This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of any of the Parties including any Chapter 11 or Chapter 7 trustee appointed in the chapter 11 case

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9 Each Party represents and warrants to the other Parties that this Stipulation was executed freely and voluntarily that no promises or representations that are not contained in this Stipulation have been made to induce them to execute this Stipulation and that they have not relied on any promise or representation except as set forth herein, and that they have conducted their own independent investigation of all matters they deem relevant regarding this Stipulation

10 This Stipulation constitutes the entire agreement between the Parties relating to the subject matter hereof, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior

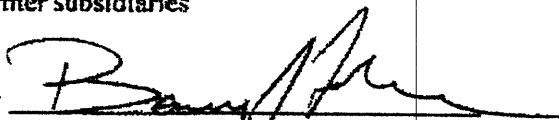
or contemporaneous agreements understandings representations and statements oral or written, with respect to all or any part of the subject matter of this Stipulation are superseded by this Stipulation and shall be of no further force or effect

11 The Parties have each cooperated in drafting this Stipulation. Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed against any of the Parties

12 This Stipulation shall be governed by and construed and enforced under and in accordance with the internal laws of the State of Delaware, without giving effect to the conflicts of laws provisions of such state

Dated May 25 2005

PCT, The Post-Confirmation Trust for the
Estate of Fleming Companies Inc and its
former subsidiaries

By 

Name Barry J. Stube
Title Authorized Representative

Dated 5/25 2005

Ryder Truck Rental, Inc

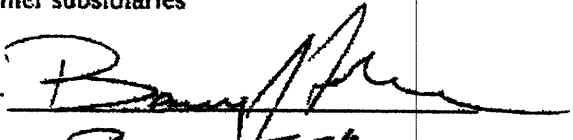
By: _____

Name _____

Title _____

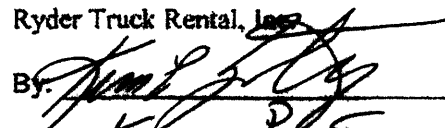
Dated May 25 2005

PCT The Post-Confirmation Trust for the
Estate of Fleming Companies Inc and its
former subsidiaries

By 
Name. Barry J. Stube
Title Authorized Representative

Dated 5/25 2005

Ryder Truck Rental, Inc.

By 
Name KEVIN P. SAUNTER
Title CORPORATE COLLECTION MGR.

Lisa Ruppenar

From: Stephenie Kjontvedt
Sent: Thursday, May 26, 2005 9 14 AM
To: Lisa Ruppenar
Cc: MJ John
Subject: FW: Ryder claims, POC's 18453, 18454, 18455, 18456

Attachments: Ryder Stipulation PDF



Ryder
Stipulation PDF (701 KB)
Lisa,

Please have the attached image appended to claims 18453, 18454, 18455, 18456, AND claims 18108 and 14798

Via separate email I am sending an additional image to append to claim 14798

Thanks
Stephenie

-----Original Message-----

From: Outland, Shannon [mailto:SOutland@AlixPartners.com]
Sent: Wednesday, May 25, 2005 4 29 PM
To: MJ John
Cc: Franks, John, Stephenie Kjontvedt
Subject: Ryder claims, POC's 18453, 18454, 18455, 18456

MJ-

Attached is an executed stipulation w/ Ryder resolving the following four POC's 18453, 18454, 18455, & 18456. The breakdown of these claims is as follows:

POC 18453 unsecured allowed in the amount of \$1,005,982.56

POC 18454 unsecured allowed in the amount of \$253,538.47

POC 18455 unsecured allowed in the amount of \$2,451.08 (Canadian currency)

POC 18456 unsecured allowed in the amount of \$121,326.70

I sent under a separate e-mail (dated 5/4/05) documentation from Ryder that claims 1791 and 14798 can be expunged as they were replaced by POC #18453. Could you also reflect these two claims as resolved in addition to the ones addressed by the stip?

Thanks

-Shannon

>

> > <<Ryder Stipulation PDF>>

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