

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
Core-Mark International, Inc., et al.,¹) Case No. 03-10944 (MFW)
)
) Jointly Administered Under Case No.
) 03-10945 (MFW)
Debtors.)

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

MICHAEL R. JOHNSON, being first duly sworn, deposes and states as follows:

1. I am a partner of the firm of Snell & Wilmer, LLP (the "Firm"), which maintains offices in Phoenix and Tucson, Arizona; Salt Lake City, Utah; Irvine, California; Denver, Colorado; and Las Vegas, Nevada. I work in the Salt Lake City office of the Firm. My business address is c/o Snell & Wilmer, Gateway Tower West, 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101. My business telephone number is (801) 257-1900, and my business facsimile number is (801) 257-1800.

2. This Affidavit is submitted in connection with an order of the United States Bankruptcy Court for the District of Delaware entered May 22, 2003 authorizing the

¹ The Debtors are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favarr Concepts, Ltd.; Fleming Foods Management Co., L.L.C.; Fleming Foods of Texas, L.P.; Fleming International, Ltd.; Fleming Supermarkets of Florida, Inc.; Fleming Transportation Service, Inc.; Food 4 Less Beverage Company, Inc.; Fuelserv, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; Minter-Weisman Co.; Piggly Wiggly Company; Progressive Realty, Inc.; Rainbow Food Group, Inc.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

above-captioned debtors and debtors in possession (collectively the "Debtors") to retain certain professionals in the ordinary course of business (the "OCPs") during the pendency of the Debtors' Chapter 11 cases (the "Chapter 11 Cases").

3. Prior to the filing of the Chapter 11 Cases on April 1, 2003, the Firm provided a variety of legal services to Core-Mark International, Inc. ("Core-Mark"), which is one of the Debtors.

4. The Debtors have requested, and the Firm has agreed, to continue to represent and advise Core-Mark pursuant to Section 327 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Debtors have not requested, and the Firm has not agreed, to represent any of the Debtors other than Core-Mark.

5. The scope of services that the firm proposes to provide to Core-Mark are as follows: (a) representation of Core-Mark in various collection actions and litigation activities that either have been filed or that may be filed by Core-Mark in the future; (b) other projects and duties as may be assigned to the Firm by Core-Mark through its Salt Lake City, Utah division office.

6. The rates that the Firm proposes to charge Core-Mark for its services are the Firm's standard hourly rates. I am the partner in charge on all matters that the Firm is currently handling for Core-Mark, and I will be the partner in charge on all future matters that the Firm may handle for Core-Mark.

7. My current standard hourly rate is \$245.00 per hour. Additionally, from time to time and as needed, certain associates of the Firm have assisted on Core-Mark matters, and will assist on Core-Mark matters in the future (assuming the Firm is allowed to continue represent Core-Mark as an OCP). The standard hourly rates for associates of the Firm in the Salt Lake City office currently range between \$140.00 and \$215.00 per hour. As of the date of this Affidavit, Matt Boley, Michael Horner, Brian Cheney, Nathan Wheatley and David Leigh have worked on Core-Mark matters, and may work on Core-Mark matters in the future. Their current standard hourly rates are as follows:

- A. Matt Boley: \$175.00 per hour;
- B. Michael Horner: \$170.00 per hour;
- C. Brian Cheney: \$160.00 per hour;
- D. Nathan Wheatley: \$140.00 per hour; and
- E. David Leigh: \$140.00 per hour.

8. The Firm's standard billing rates are adjusted on an annual basis, effective January 1 of each calendar year. Therefore, the foregoing standard hourly rates are the rates that will be charged to Core-Mark for all matters through calendar year 2003. The rates charged to Core-Mark may be increased for calendar year 2004. A decision on any rate increases will not occur until November or December of 2003.

9. To the best of my knowledge, formed after due inquiry, the Firm does not have any connection with Core-Mark or currently represent any of its creditors, other parties-in-interest, the United States Trustee or any person employed by the Office of the United States Trustee with respect to the matters upon which it is to be engaged, and the Firm does not, by reason of any direct or indirect relationship to, connection with or interest in Core-Mark, hold or represent any interest adverse to Core-Mark, its estate or any class of creditors or equity interest holders, except as follows:

A. I am informed and believe that Core-Mark was acquired by Fleming Companies, Inc. ("Fleming"), one of the Debtors herein, in the fall of 2002. I am further informed and believe that Core-Mark is a wholly owned subsidiary of Fleming. To the best of my knowledge, formed after due inquiry, the Firm does not represent Fleming in any matters, and did not represent Fleming in any matters on April 1, 2003. In fact, to the best of my knowledge, formed after due inquiry, the Firm does not represent any of the Debtors other than Core-Mark, and did not represent any of the Debtors other than Core-Mark on April 1, 2003.

B. Because the Firm does not and has not represented Fleming, because Fleming did not own Core-Mark until the fall of 2002, and because Core-Mark is a separate entity from Fleming, the Firm is representing several subtenants and potential lease rejection

creditors of Fleming in the Fleming bankruptcy case. I am aware, for example, that the Firm represents both Gorman Foods, Inc. and Nash Finch. These entities are subtenants under real property leases pursuant to which Fleming is the prime tenant (Fleming is the tenant under the Master Lease). I am aware that the Firm is representing Nash Finch in negotiations with Fleming, and that those negotiations deal with whether the Master Lease will be assigned to Nash Finch. I also am aware that the Firm has provided legal advice (and nothing more) to Gorman Foods, Inc. concerning its and Fleming's options under the sublease between Fleming and Gorman Foods, Inc.

C. Because the Firm does not and has not represented Fleming, because Fleming did not own Core-Mark until the fall of 2002, and because Core-Mark is a separate entity from Fleming, the Firm made reclamation demands for several clients of the Firm on Fleming shortly prior to the filing of the Chapter 11 Bankruptcy Cases on April 1, 2003. Notwithstanding this fact, I am informed and believe that the Firm is not currently representing any of Fleming's reclamation creditors in Fleming's Chapter 11 case, and that it has instead referred the reclamation creditors to Delaware counsel for representation in Fleming's Chapter 11 case.

10. I believe that the Firm's representation of Gorman Foods, Inc. and Nash Finch in matters entirely unrelated to Core-Mark, as well as the Firm's pre-petition representation of several reclamation creditors of Fleming in matters unrelated to Core-Mark, is not adverse to Core-Mark's interests, or the interests of its creditors or estate in respect of the matters for which the Firm will be engaged, nor will such services impair the Firm's ability to represent Core-Mark in the ordinary course in these Chapter 11 Cases.

11. In addition to the foregoing, although unascertainable at this time after due inquiry, due to the magnitude of the Debtors' potential universe of creditors and the Firm's clients, the Firm may represent certain other creditors of the Debtors, or certain parties owing monies for services rendered and disbursements incurred, in discrete matters entirely unrelated to the Debtors and their estates, but in this regard, the Firm's work for these clients will not include representation on any matters relating to the Chapter 11 Cases.

12. The Firm's process of ascertaining what, if any, connection it may have with any interest adverse to Core-Mark, its estate or any class of creditors or equity interest holders, consists of the following: The Firm has a computer database of all of the persons and entities the Firm either represents or has represented, as well as all of the persons and entities that either are or have been adverse to those the Firm represents or has represented. Certain persons employed by the Firm have the responsibility to manage the database, and run conflicts searches on the database. Those responsible persons are provided with a list of names to run a conflicts search on. When the search is conducted, a written report is created and then processed through the system to see if any names come up as having been entered before. Client names show up on the report as clients or friends of the firm. Adverse parties show up on the report as being adverse to the client.

13. In this case, a conflict search was conducted on Core-Mark and all Core-Mark affiliated companies, those being Core-Mark International, Inc., ASI Office Automation, Inc., C/M Products, Inc., Core-Mark Interrelated Companies, Inc., Core-Mark Mid-Continent, Inc., and General Acceptance Corporation (all Debtor entities having an address at 395 Oyster Point Boulevard, South San Francisco, California). The written report generated from that search revealed no conflicts. A copy of the written report will be provided upon written request.

14. The Firm is currently owed \$23,136.62 on account of pre-petition services rendered to Core-Mark. Those services were rendered for Core-Mark in a number of matters, including a matter entitled the Nash Cooper matter. The Firm currently has on deposit in its attorney trust account the amount of \$48,938.50 (the "Nash Cooper Settlement Proceeds"), which proceeds constitute the settlement proceeds from the resolution of the Nash Cooper matter. The Firm asserts a lien on the Nash Cooper Settlement Proceeds to secure payment of Core-Mark's pre-petition obligations to the Firm, under the Utah Attorney's Lien Statute. That statute provides that an attorney's lien arises by operation of law at the time an attorney is employed, and secures the payment of all amounts that may be owed by the client to the attorney:

The compensation of an attorney is governed by agreement between the attorney and a client, express or implied, which is not restrained by law. An attorney shall have a lien for the balance of compensation due from a client on any moneys or property owed by the client that is the subject of or connected with work performed for the client, including, but not limited to: (a) any real or personal property that is the subject of or connected with the work performed for the client; (b) any funds held by the attorney for the client, including any amounts paid as a retainer to the attorney by the client; and (c) any settlement, verdict, report, decision, or judgment in the client's favor in any matter or action in which the attorney assisted, including any proceeds derived from the matter or action, whether or not the attorney is employed by the client at the time the settlement, verdict, report, decision, or judgment is obtained. An attorney's lien commences at the time of employment of the attorney by the client.


Utah Code Ann. § 38-2-7.

15. I believe that the Firm does not hold or represent any interest materially adverse to Core-Mark, its estate, creditors or equity interest holders, as identified to the Firm, with respect to the matters in which the Firm will be engaged.

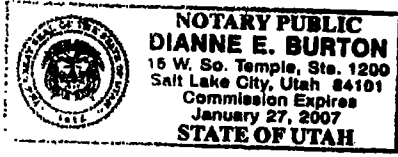
16. The Firm further states that it has not shared, nor agreed to share any compensation received in connection with the Chapter 11 Cases with another party or person, other than as permitted by Section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016.

17. The foregoing constitutes the statement of the Firm pursuant to Sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

DATED this 5th day of June, 2003.


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SUBSCRIBED and SWORN to this 5th day of June, 2003.



Dianne E. Burton
Notary Public