

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)
) (Jointly Administered)
Debtors.)
) Re: Docket No. 8268

**NOTICE OF FILING OF [PROPOSED] ORDER CONFIRMING THE 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**

On July 16, 2004, the above-captioned debtors and debtors in possession (the “Debtors”) filed the [*Proposed*] Order Confirming the 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 “Proposed Order”). A copy of the Proposed Order is attached hereto as Exhibit A.

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.; Favar 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.

Dated: July 16, 2004

KIRKLAND & ELLIS LLP

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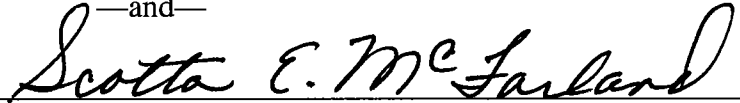
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—and—

A handwritten signature in cursive script that reads "Scotta E. McFarland". The signature is written in black ink and is positioned above a horizontal line.

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EXHIBIT A

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

**ORDER CONFIRMING THE 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 above-captioned debtors and debtors-in-possession (collectively, the “Debtors”)² having filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) on April 1, 2003 (the “Petition Date”); and

The Debtors having filed the Third Amended Disclosure Statement in Support of 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 on May 11, 2004, which was approved by the Court,

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 Retail Holdings, Inc., f/ka/ Rainbow Foods, Inc.; 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.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

² Capitalized terms not defined herein shall have those meanings ascribed to them in the Plan (as defined below). The rules of interpretation set forth in Article I.A of the Plan shall apply to this Order (the “Confirmation Order”). If there is any direct conflict between the terms of the Plan, the Plan Supplement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

subject to certain modifications, as containing “adequate information” as defined by section 1125 of the Bankruptcy Code pursuant to that Order dated May 25, 2004. [D.I. 8269];

The Debtors having filed on May 28, 2004, the Third Amended and Revised Disclosure Statement in Support of 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, which included all modifications ordered by the Court at the May 25, 2004 hearing (as so amended, the “Disclosure Statement”); and

The Debtors having filed on May 28, 2004, 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, reflecting those changes ordered by the Court at the May 25, 2004 hearing (as so amended and as further amended hereby, and including the Plan Supplement, the “Plan”); and

The Debtors having filed on June 15, 2004, pursuant to the Plan, the Management Incentive Plan term sheet, the Assumption Schedule and the Benefits Schedule; and

The Debtors having filed on July 16, 2004, pursuant to the Plan, the Plan Supplement; and

This Court having set July 26, 2004 at 9:30 a.m. Eastern Time as the date and time for a hearing pursuant to Rules 3017 and 3018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and sections 1126, 1128 and 1129 of the Bankruptcy Code to consider the Confirmation of the Plan (the “Confirmation Hearing”); and

This Court having reviewed the Plan and the Disclosure Statement ; and

This Court having heard the statements of counsel in respect of the Confirmation;
and

This Court having considered all testimony, documents and affidavits regarding
the Confirmation; and

After due deliberation thereon, discussions made on the record at the
Confirmation Hearing and good cause appearing therefor, this Court hereby makes and issues the
following Findings of Fact, Conclusions of Law and Orders:³

I
FINDINGS OF FACT AND CONCLUSIONS OF LAW

Jurisdiction and Venue

a) On the Petition Date, the Debtors commenced the Chapter 11 Cases by
filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors were
and are qualified to be debtors under section 109 of the Bankruptcy Code. Venue in the District
of Delaware was proper as of the Petition Date and continues to be proper. Confirmation of the
Plan is a core proceeding under 28 U.S.C. § 157(b)(2). This Court has subject matter jurisdiction
over this matter pursuant to 28 U.S.C. § 1334; and the Court has exclusive jurisdiction to
determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and
should be confirmed.

Modifications to the Plan

b) The Plan, as modified and confirmed hereby, does not adversely change
the treatment of the Claim of any creditor or interest holder of a Claim or Equity Interest as

³ This Confirmation Order constitutes this Court's findings of fact and conclusions of law under Fed. R. Civ. P. 52, as made applicable by Bankruptcy Rules 7052 and 9014. Any and all findings of fact shall constitute findings of fact even if they are stated as conclusions of law, and any and all conclusions of law shall constitute conclusions of law even if they are stated as findings of fact.

compared to the treatment proposed in the version of the plan attached to the Disclosure Statement. Therefore, under Bankruptcy Rule 3019, creditors who voted to accept that version of the plan are deemed to accept the Plan. A copy of the Plan, with the final revisions as outlined herein, is attached hereto as Exhibit A.

Solicitation Order

c) On May 25, 2004, the Court entered the Order (A) Scheduling a Hearing to Confirm Third Amended and Revised Joint Plan of Reorganization; (B) Establishing a Voting Deadline and Deadline for Objecting to the Plan; (C) Approving Form of Ballots and Master Ballots; and (D) Approving Solicitation Procedures and Form and Manner of Notices (the "Solicitation Order"). [D.I. 8224]

Publication of Confirmation Hearing Notice

d) As evidenced in the Notice of Filing Affidavits of Publication Regarding Notice of Entry of Order (I) Setting Hearing to Confirm Plan of Reorganization and (II) Related Important Dates filed with the Court, the Debtors published the Confirmation Hearing Notice in USA Today, The Wall Street Journal, The New York Times, The Globe and Mail, USA Today - Global Edition and The International Herald Tribune between June 11, 2004 through June 15, 2004. [D.I. 8613]

Transmittal and Mailing of Materials; Notice

e) As evidenced by the Declaration of Solicitation Agent regarding solicitation, due, adequate and sufficient notice of the Disclosure Statement, the Plan and of the Confirmation Hearing, along with all deadlines for voting on or objecting to the Plan has been given to (a) all known Holders of Claims and Equity Interests; (b) all parties that requested notice in accordance with Bankruptcy Rule 2002; (c) all parties to unexpired leases and executory contracts with any of the Debtors, and (d) all taxing authorities listed on the Schedules

or in the Debtors' claims database, in accordance with the procedures set forth in the Solicitation Order, in substantial compliance with Bankruptcy Rules 2002(b), 3017 and 3020(b) and the Solicitation Order, and such transmittal, and service were adequate and sufficient. Adequate and sufficient notice of the Confirmation Hearing, as continued from time-to-time, and other bar dates and hearings described in the Solicitation Order was given in compliance with the Bankruptcy Rules and Solicitation Order, and no other or further notice is or shall be required.

Solicitation

f) Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Solicitation Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws and regulations.

g) The Debtors and the Committee (collectively, the "Co-Proponents"), the OCRC, and their respective members, *ex officio* members, directors, officers, agents, affiliates, representatives, attorneys and advisors, as applicable, have solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and the Solicitation Order and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article XII of the Plan.

Voting Report

h) On July 9, 2004, the Debtors filed with the Court a report certifying the method and results of the Ballot tabulation for each of the voting Classes to accept or reject the Plan (the "Voting Report"). [D.I. 8756]

i) All procedures used to distribute solicitation materials to the applicable Holders of Claims and Equity Interests and to tabulate the Ballots were fair and conducted in accordance with the Solicitation Order, the Bankruptcy Code, the Bankruptcy Rules, the Local

Rules of the Bankruptcy Court for the District of Delaware, and all other applicable rules, laws and regulations.

j) As evidenced by the Voting Report, pursuant to sections 1124 and 1126 of the Bankruptcy Code, all Impaired Classes entitled to vote on the Plan have accepted the Plan.

Judicial Notice

k) The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including, without limitation, all pleadings and other documents on file, all orders entered, and all evidence (that was not subsequently withdrawn) and arguments made, proffered or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases (including the Confirmation Hearing). Resolutions of objections to Confirmation explained on the record at the Confirmation Hearing are hereby incorporated by reference.

Burden of Proof

l) The Co-Proponents have (a) met their burden of proving the elements of section 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard in this Court and (b) satisfied the elements of section 1129(a) and (b) of the Bankruptcy Code by clear and convincing evidence.

Compliance with the Requirements of Section 1129 of the Bankruptcy Code

Section 1129(a)(1) – Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

m) The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including, without limitation, sections 1122 and 1123. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan designates Classes of Claims and Equity Interests, other than

Administrative Claims and Priority Tax Claims.⁴ As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Equity Interests contains only Claims or Equity Interests that are substantially similar to the other Claims or Equity Interests within that Class.

n) Pursuant to section 1123(a)(2) and (3) of the Bankruptcy Code, Article III of the Plan specifies all Claims that are not Impaired and specifies the treatment of all Claims and Equity Interests that are Impaired. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article III of the Plan also provides the same treatment for each Claim or Equity Interest within a particular Class.

o) Pursuant to section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate and proper means for the Plan's implementation. The Debtors will have, immediately upon the Effective Date of the Plan, sufficient Cash to make all payments required to be made on the Effective Date pursuant to the terms of the Plan. Moreover, Article V and various other provisions of the Plan specifically provide adequate means for the Plan's implementation, including, without limitation: (a) the substantive consolidation of the Debtors; (b) the continuation of the corporate existence of certain Debtors and the vesting of assets in the Reorganized Debtors, the PCT, the RCT and Core-Mark Newco, as applicable; (c) the cancellation of the Old Notes, the Old Stock, and other Equity Interests; (d) the authorization and issuance or distribution of new securities and the execution of related documents; (e) the necessary information with respect to the corporate governance, directors, officers, PCT and RCT Representatives and Advisory Board members; and (f) authorization for all necessary

⁴ Pursuant to section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not required to be designated.

corporate action of Core-Mark Newco and the Reorganized Debtors as well as the formation of the PCT and the RCT.

Section 1129(a)(2) – Compliance with Applicable Provisions of the Bankruptcy Code

p) The Co-Proponents have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 and Bankruptcy Rules 3017, 3018 and 3019. In particular, the Debtors are proper debtors under section 109 of the Bankruptcy Code, and the Co-Proponents are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code. Furthermore, the solicitation of acceptances or rejections of the Plan was (i) pursuant to the Solicitation Order; (ii) in compliance with all applicable laws, rules and regulations governing the adequacy of disclosure in connection with such solicitation; and (iii) solicited after disclosure to Holders of Claims or Interests of “adequate information” as defined in section 1125(a) of the Bankruptcy Code. Accordingly, the Co-Proponents, the OCRC and their respective members and *ex officio* members, directors, officers, employees, agents, affiliates and Professionals, as applicable, have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code.

Section 1129(a)(3) – Proposal of Plan in Good Faith

q) The Co-Proponents have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. See Bankruptcy Rule 3020(b). The Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing

the Debtors to reorganize and emerge from bankruptcy with a capital structure that will allow them to satisfy their obligations with sufficient liquidity and capital resources.

Section 1129(a)(4) – Bankruptcy Court Approval of Certain Payments as Reasonable

r) Pursuant to section 1129(a)(4) of the Bankruptcy Code, the payments to be made by the Reorganized Debtors for services or for costs in connection with the Chapter 11 Cases or the Plan, including the fees incurred by the Old Notes Trustees to undertake their responsibilities under the Plan and the fees and expenses payable pursuant to the Exit Financing Facility and Tranche B Loan filed as part of the Plan Supplement, are approved.

s) In addition, fees and expenses incurred by Professionals through the Confirmation Date shall be payable according to a Court Order.

Section 1129(a)(5) – Disclosure of Identity of Proposed Management, Compensation of Insiders and Consistency of Management Proposals with the Interests of Creditors and Public Policy

t) Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors have disclosed the identity of the proposed directors and officers of the Reorganized Debtors and Core-Mark Newco, as well as the PCT and RCT Representatives and Advisory Board members following Confirmation of the Plan, and the identity and nature of compensation of insiders who will be employed or retained by the Reorganized Debtors or Core-Mark Newco.

Section 1129(a)(6) – Approval of Rate Changes

u) The Debtors' current businesses do not involve the establishment of rates over which any regulatory commission has or will have jurisdiction after Confirmation.

Section 1129(a)(6) of the Bankruptcy Code is thus not applicable to these Chapter 11 Cases.

Section 1129(a)(7) – Best Interests of Creditors and Equity Interest Holders

v) The liquidation analysis annexed to the Disclosure Statement as Exhibit 4, and the other evidence related thereto that was proffered or adduced at or prior to, or in affidavits in connection with, the Confirmation Hearing, is reasonable. The methodology used and assumptions made in the liquidation analysis, as supplemented by the evidence proffered or adduced at or prior to, or in affidavits filed in connection with, the Confirmation Hearing, are reasonable.

w) With respect to each Impaired Class, each Holder of an Allowed Claim or Equity Interest in such Class has accepted the Plan or will receive under the Plan on account of such Claim or Equity Interest property of a value, as of the Effective Date, that is not less than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under Chapter 7 of the Bankruptcy Code.

Section 1129(a)(8) – Acceptance of the Plan by Each Impaired Class

x) As indicated in Articles III and IV of the Plan, the following Classes are Unimpaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code:

Description of Class	Class Designation
Other Priority Non-Tax Claims	1(A)
Pre-Petition Lenders' Secured Claims	2
Other Secured Claims that are not Class 1(B) Claims	3(A)
PACA/PASA Claims	4

y) As indicated in the Voting Report, every Impaired Class that was entitled to vote has voted to accept the Plan. The following Impaired Classes voted in favor of the Plan:

Description of Class	Class Designation
Priority Property Tax Claims	1(B)
TLV Reclamation Claims	3(B)
DSD Trust Claims	3(C)
Non-TLV Reclamation Claims	5
General Unsecured Claims that are not Convenience Claims and Senior Subordinated Note Claims	6(A)
Senior Subordinated Note Claims	6(B)
Convenience Claims	7

z) Because the Plan provides that the Classes listed below will not receive any distribution or retain any property under the Plan, they are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code:

Class of Claims	Class Designation
Equity Interests	8
Intercompany Claims	9
Other Securities Claims and Interests	10

Section 1129(a)(9) – Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code

aa) The treatment of Administrative, Priority Tax, and Other Priority Claims under Article II of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

Section 1129(a)(10) – Acceptance By at Least One Impaired Class

bb) As set forth in the Voting Report, each Impaired Class has voted to accept the Plan. Accordingly, section 1129(a)(10) of the Bankruptcy Code is satisfied.

Section 1129(a)(11) – Feasibility of the Plan

cc) The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. Based upon the evidence proffered or adduced at, or prior to, or in affidavits filed in connection with, the Confirmation Hearing, the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors the Reorganized Debtors or any other successor to the Debtors under the Plan. Furthermore, the Reorganized Debtors will have adequate capital to meet their ongoing obligations.

Section 1129(a)(12) – Payment of Bankruptcy Fees

dd) In accordance with section 1129(a)(12) of the Bankruptcy Code, Article XIV of the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930(a). The PCT has adequate means to pay all such fees.

Section 1129(a)(13) – Retiree Benefits

ee) Article VIII.E of the Plan provides that none of the vested retiree benefits have been terminated or modified prior to the Effective Date and that all retiree benefit plans will be assumed by either the Reorganized Debtors or the PCT as of the Effective Date. Further, in accordance with section 1129(a)(13) of the Bankruptcy Code, all retiree benefits (as that term is described in section 1114 of the Bankruptcy Code) that were incurred prior to the Effective Date have either been paid by the Debtors or will be paid by the Reorganized Debtors or the PCT.

Section 1129(b) – Confirmation of Plan Over Nonacceptance of Impaired Class

ff) Classes 8 (Equity Interests), 9 (Intercompany Claims), and 10 (Other Securities Claims and Interests) will receive no distribution and retain no property under the Plan and are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code (the “Deemed Rejecting Classes”). The Plan, however, satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to the Deemed Rejecting Classes. To determine whether a plan is “fair and equitable” with respect to a class of unsecured claims or interests, sections 1129(b)(2)(B)(ii) and 1129(b)(2)(C)(ii) of the Bankruptcy Code, respectively, require that the holder of any unsecured claim or interest that is junior to the unsecured claims or interests in such class will not receive or retain any property under the plan on account of such junior unsecured claim or interest.” There are no unsecured claims or

interests junior to any of the Deemed Rejecting Classes that will receive any distribution under the Plan. Therefore the Plan satisfies the requirements of section 1129(b).

Principal Purpose of the Plan Is Not Avoidance of Taxes

gg) The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933 (15 U.S.C. § 77e), and no governmental entity has filed any objection asserting such avoidance.

Objections to Confirmation of the Plan

hh) All objections to Confirmation have been withdrawn, settled, or resolved or are hereby overruled by the Court as outlined herein.

Issuance and Distribution of the New Securities

ii) The Co-Proponents and their respective members, *ex officio* members, affiliates, agents, directors, officers, employees, advisors, and attorneys, as applicable, have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the issuance and distribution of the New Common Stock under the Plan, and, therefore, are not liable, on account of such issuance or distribution, for violation of any applicable law, rule, or regulation governing such issuance or distribution made pursuant to the Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article XII of the Plan.

jj) The New Common Stock, when issued and distributed as provided in the Plan, will be duly authorized, validly issued and, if applicable, fully paid and nonassessable. The issuance of the New Common Stock is in exchange for Claims against the Debtors, or principally in such exchange and partly for cash or property, within the meaning of section 1145(a)(1) of the Bankruptcy Code. Accordingly, under section 1145 of the Bankruptcy Code, to the extent that the New Common Stock constitutes “securities” (a) the issuance and distribution of such stock

is exempt from section 5 of the Securities Act of 1933, as amended (the “Securities Act”), and any State or local law requiring registration for the offer or sale of securities, and (b) the New Common Stock will be freely tradeable by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an “underwriter” in section 2(a)(11) of the Securities Act, and compliance with rules and regulations of the Securities and Exchange Commission (the “SEC”), if any, applicable at the time of any future transfer of the New Common Stock.

Executory Contracts and Unexpired Leases

kk) On June 15, 2004, the Debtors filed the Assumption Schedule and served on all counterparties to contracts and leases that the Reorganized Debtors are assuming pursuant to the Plan a notice of assumption (each a “Notice”), which included a proposed cure amount, if any, for each such contract and lease. The Assumption Schedule and Notice gave such counterparties until July 2, 2004 to object to both the assumption and the proposed cure amount. All filed objections were subsequently withdrawn, settled, or resolved or are overruled as provided herein. A revised version of the Assumption Schedule is attached as Exhibit B.

Releases and Discharges

ll) The releases and discharges of Claims and Causes of Action described in Article XII of the Plan and in this Order, including releases by the Debtors and by those Holders of Claims who affirmatively voted to accept the Plan, constitute good faith compromises and settlements of the matters covered thereby and are consensual. Such compromises and settlements are made in exchange for consideration, are in the best interest of all parties in interest, are fair, equitable, reasonable, and constitute integral elements of the resolution of the Chapter 11 Cases in accordance with the Plan. Each of the discharge, release, indemnification and exculpation provisions set forth in the Plan and this Order (i) is within the jurisdiction of the

Court under 28 U.S.C. §§ 1334(a), 1334(b) and 1334(d); (ii) is an essential means of implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (iii) is an integral element of the settlements incorporated into the Plan; (iv) confers material benefit on, and is in the best interests of, the Debtors, their estates and their creditors; (v) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in the Chapter 11 Cases; and (vi) is consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code.

Preservation of Causes of Action

mm) It is in the best interests of the Debtors' Estates and the Holders of Claims that all Causes of Action not expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order be retained by the Debtors before the Effective Date, and by the PCT or the RCT, as applicable, after the Effective Date, pursuant to Article VII of the Plan.

Approval of Settlements and Compromises

nn) Pursuant to Bankruptcy Rule 9019 and any applicable State law, and as consideration for the distributions and other benefits provided under the Plan, all settlements and compromises of Claims, Causes of Action and objections to Claims that are embodied in the Plan and this Order constitute good faith compromises and settlements of such Claims, Causes of Action and objections to Claims, which compromises and settlements are hereby approved as fair, equitable, reasonable, and appropriate in light of the relevant facts and circumstances underlying such compromise and settlement, and as being in the best interests of the Debtors, their Estates and the Holders of Claims.

Satisfaction of Conditions to Confirmation

oo) Each of the conditions precedent to the entry of this Confirmation Order, as set forth in Article XI.A of the Plan, has been satisfied or waived in accordance with the Plan.

Substantive Consolidation

pp) The substantive consolidation of the Debtors' Estates for the purpose of implementing the Plan, as described in Article V.A of the Plan, will promote a more equitable distribution of the Debtors' assets under the Plan and is appropriate under section 105 of the Bankruptcy Code.

qq) Among the factors supporting the substantive consolidation of the Debtors' Estates are the following: (1) Fleming Companies, Inc. ("Fleming") owned 100% of the capital stock, membership or partnership interest of the Filing Subsidiaries; (2) the Filing Subsidiaries jointly and severally guaranteed Fleming's notes and senior secured obligations; (3) the Debtors used a centralized cash management system in which all funds were upstreamed or downstreamed from Fleming; (4) the Debtors shared corporate officers and directors; (5) the Debtors issued consolidated audits and filed consolidated financial statements, and SEC filings; (6) the Debtors went to great lengths to promote themselves to creditors as a single entity; (7) prompt emergence from bankruptcy, which will not be possible absent a substantive consolidation, will result in the maximization of value and enhanced distributions to the vast majority of creditors; and (8) no creditor has objected to substantive consolidation.

Likelihood of Satisfaction of Conditions Precedent to Consummation

rr) Each of the conditions precedent to the Effective Date, as set forth in Article XI.B of the Plan, is reasonably likely to be satisfied.

Retention of Jurisdiction

ss) The Court may properly retain jurisdiction over the matters set forth in Article XIII of the Plan.

Based on the foregoing, it is hereby ORDERED:

II
ORDER

Confirmation of the Plan

1. The Plan, and each of its provisions are confirmed in each and every respect pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, any exhibits thereto, the Assumption Schedule and the Benefits Schedule are incorporated by reference into, and are an integral part of, this Confirmation Order. The terms of the Plan, all exhibits thereto, and all other relevant and necessary documents, shall be effective and binding as of the Effective Date of the Plan. Notwithstanding the foregoing, if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. All objections and responses to and statements and comments regarding the Plan, to the extent not already withdrawn, waived, or settled, and all reservations of rights included therein, shall be, and hereby are, overruled.

Plan Modifications

2. All modifications or amendments to the Plan made since the solicitation, and as set forth in Exhibit A hereto, are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

Plan Classification Controlling

3. The classification of Claims and Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by Holders of Claims in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or

otherwise affect, the actual classification of such Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtors, the Reorganized Debtors, the PCT or the RCT.

Effects of Confirmation

Existing Injunction and Stays Remain in Effect until Effective Date

4. The stay imposed by section 362 of the Bankruptcy Code shall remain in full force and effect until the Effective Date. All injunctions or stays imposed during the Chapter 11 Cases or contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms. Nothing herein shall bar the taking of such other actions as are necessary to effectuate the transactions specifically contemplated by the Plan or by this Confirmation Order.

Executory Contracts and Unexpired Leases

5. The contracts or leases on the Assumption Schedule are deemed assumed as of the Effective Date. The cure amounts set forth on the Assumption Schedule shall be the amounts payable pursuant to section 365(b)(1)(B) of the Bankruptcy Code and such payment, if any, shall satisfy the requirement set forth in section 365(b)(1)(B) for cure of all defaults or adequate assurance of prompt compensation. The counter-parties to such Executory Contracts & Unexpired Leases as listed on Exhibit B shall not be entitled to any further or additional compensation other than as set forth on Exhibit B for alleged defaults arising before the assumption of their contracts or leases. All requirements of section 365(b) necessary for the Debtors to assume the contracts or leases on the Assumption Schedule have been met.

Exemption from Registration

6. Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance distribution and sale of the New Common Stock pursuant to the Plan and this Confirmation Order shall be exempt from the registration requirements of section 5 of the Securities Act and any State or local law requiring registration prior to such offer, issuance, distribution or sale. In addition, under section 1145 of the Bankruptcy Code, the New Common Stock will be freely tradeable by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an “underwriter” in section 2(a)(11) of the Securities Act, and compliance with any rules and regulations of the SEC applicable at the time of any future transfer of such securities or instruments.

Matters Relating to Implementation of the Plan

Immediate Effectiveness; Successors and Assigns

7. Notwithstanding Bankruptcy Rules 3020(e), 6004(g), 6006(d) or 7062, this Confirmation Order shall be immediately effective. Upon the Effective Date, the terms of the Plan shall be effective and enforceable and binding upon the Debtors, the Reorganized Debtors, the PCT, the RCT, Core-Mark Newco and all Holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are Impaired under the Plan or whether the Holders of such Claims or Equity Interests accepted or are deemed to have accepted the Plan), all entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan or herein, each Person acquiring property under the Plan, and all non-Debtor parties to executory contracts and unexpired leases with the Debtors and the respective heirs, executors, administrators, successors or assigns, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any, of any of the foregoing.

Continued Corporate Existence; Vesting of Assets

8. The Reorganized Debtors shall continue to exist after the Effective Date as separate legal entities, each with all the powers of a corporation or partnership, as applicable, under the laws of its respective jurisdiction of organization and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under such applicable state law; provided, however, that the Reorganized Debtors shall be restructured pursuant to Article V.E of the Plan. Except as otherwise provided in the Plan, on and after the Effective Date, all property of the Estates of, and any property acquired by, the Reorganized Debtors or Core-Mark Newco under the Plan or otherwise shall vest in the applicable Reorganized Debtor, Core-Mark Newco, the PCT or the RCT, as applicable, free and clear of all Claims, liens, charges, or other encumbrances. On and after the Effective Date, the Reorganized Debtors and Core-Mark Newco may operate their respective businesses, and the Reorganized Debtors, Core-Mark Newco, the PCT and the RCT may use, acquire or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and this Confirmation Order.

Cancellation of Old Notes, Old Stock and Other Equity Interests

9. On the Effective Date, except to the extent otherwise provided herein or in the Plan, all notes, instruments, certificates, and other documents evidencing (a) the Old Notes, (b) the Old Stock and (c) the Other Securities Claims and Interests shall be canceled and the obligations of the Debtors thereunder or in any way related thereto shall be discharged. On the Effective Date, except to the extent otherwise provided herein or in the Plan, any indenture relating to any of the foregoing, including, without limitation, the Indentures, shall be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder, except for the obligation to indemnify the Old Notes Trustees, shall be

discharged; *provided that* the Indentures shall continue in effect solely for the purposes of (y) allowing the Old Notes Trustees, or agents or servicers acting on their behalf, to make the distributions on account of the Old Notes under the Plan and to perform such other necessary administrative functions with respect thereto and (z) permitting the Old Notes Trustees, agents or servicers to maintain any rights or liens they may have for fees, costs and expenses under the relevant Indenture or other agreement. The following proofs of claims for Holders of Old Notes shall be deemed Allowed: _____, _____, and _____. Any reasonable compensation, fees, expenses or disbursements due to any of the Old Notes Trustees, agent or servicer pursuant to the Indentures and the Plan, including, without limitation, attorneys' and agents' fees, expenses and disbursements incurred by the Old Notes Trustees and their predecessors, shall be paid directly to the Old Note Trustees by the Debtors and shall not be deducted from any distributions to the Holders of Claims and Equity Interests. Holders of the Old Notes are hereby notified that the Effective Date shall be the last date on which changes to the Old Notes' transfer register will be accepted (the "Distribution Notification Date").

Issuance of New Securities and Execution of Related Documents

10. On or as soon as practicable after the Effective Date, Core-Mark Newco shall issue all securities, notes, instruments, certificates and other documents required to be issued by Core-Mark Newco pursuant to the Plan or this Confirmation Order, including, without limitation, the New Common Stock, which shall be distributed as provided herein or in the Plan. Core-Mark Newco shall execute and deliver such other agreements, documents and instruments as are necessary to effectuate the Plan.

Corporate Governance, Directors and Officers and Corporate Action

Amended Certificate of Incorporation and By-laws

11. After the Effective Date, the Reorganized Debtors may, if necessary, reincorporate in their respective states of incorporation and file their Restated Certificates of Incorporation with the Secretary of State in the state in which they are incorporated. After the Effective Date, the Reorganized Debtors may, if necessary, amend and restate their Restated Certificates of Incorporation and other constituent documents as permitted by applicable law.

Formation of Core-Mark Newco

12. On or before the Effective Date, Core-Mark Newco, a Delaware corporation, shall be formed by certain of the Debtors' creditors or a nominee on their behalf. On or after the Effective Date, Core-Mark Newco and each of the Reorganized Debtors are authorized to enter into such transactions as are necessary or advisable to effectuate the reorganization outlined in section V.E of the Plan.

Directors and Officers of the Reorganized Debtors and Core-Mark Newco

13. The principal officers of the Reorganized Debtors on the Effective Date will be the individuals who were the principal officers of the Debtors immediately prior to the Effective Date. The principal officers of Core-Mark Newco shall be the following: J. Michael Walsh, President and Chief Executive Officer; Henry Hautau, Vice President, Employee and Corporate Services and Assistant Secretary; Stacy Loretz-Congdon, Vice President, Treasurer and Assistant Secretary; Gregory P. Antholzner, Vice President, Finance and Control and Assistant Secretary; Basil P. Prokop, President, Canada Division; Tom Barry, Vice President, National Accounts and Retail Support; Gerald Bolduc, Vice President, Information Technology and Chief Information Officer; David W. Dresser, Vice President, Purchasing; Thomas Small, Vice President, Operations; Chris Walsh, Senior Vice President, Marketing and Sales,

Marketing; Tom Perkins, Vice President, U.S. Divisions; Scott McPherson, Vice President, U.S. Divisions; and Cyril Wan, Assistant Secretary.

14. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the initial board of directors of Core-Mark Newco shall be the following: J. Michael Walsh (the Chief Executive Officer of Core-Mark Newco), Robert Allen (former executive of Core-Mark International, Inc.), Harvey Tepner (Compass SRP Associates LLP), Gary Colter (CRS Inc.), and Richard Meyer (Meyer & Associates). None of the directors is an “insider” under the terms of section 101(31) of the Bankruptcy Code, except for Mr. Walsh and Mr. Allen.

15. Each director and officer shall serve from and after the Effective Date pursuant to the terms of Core-Mark Newco’s and each of the other Reorganized Debtors’ respective certificate of incorporation and other constituent documents.

Corporate Action

16. After the Effective Date, the adoption and filing, if necessary, of any of the Reorganized Debtors’ Restated Certificates of Incorporation and Core-Mark Newco’s Certificate of Incorporation, the approval of the Reorganized Debtors Restated By-laws, the approval of Core-Mark Newco’s By-laws, the appointment of directors and officers for Core-Mark Newco, the adoption of the Management Incentive Plan, and all other actions contemplated hereby and in the Plan with respect to Core-Mark Newco and each of the Reorganized Debtors shall be authorized and approved in all respects (subject to the provisions hereof and in the Plan). All matters provided for herein and in the Plan involving the corporate structure of any Debtor, any Reorganized Debtor or Core-Mark Newco, and any corporate action required by any Debtor, Reorganized Debtor or Core-Mark Newco in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders or directors of such Debtor, Reorganized Debtor or Core-Mark Newco. On the Effective Date,

the Debtors are authorized and directed to enter into the Exit Credit Facility, the Tranche B Loan and the Management Incentive Plan and the appropriate officers of each Reorganized Debtor and Core-Mark Newco and members of the board of directors of each Reorganized Debtor and Core-Mark Newco are authorized and directed to issue, execute and deliver the agreements, documents, securities and instruments contemplated by the Plan in the name of and on behalf of such Reorganized Debtor or Core-Mark Newco, including, but not limited to, the Exit Credit Facility, the Tranche B Loan and the Management Incentive Plan.

Exit Credit Facility and Tranche B Loan

17. The Exit Credit Facility and Tranche B Loan are approved. In addition, (a) the terms and conditions of the Exit Credit Facility loan documents (the "Loan Documents") are approved and ratified as being entered into in good faith, providing the most favorable financing terms and being critical to the success and feasibility of the Plan, (b) on or prior to the Effective Date, the Borrowers (as defined in the Exit Credit Facility) are authorized to enter into the Exit Credit Facility and the other Loan Documents and to grant liens and security interests to the Agent (as defined in the Exit Credit Facility) in substantially all of their assets (except for any assets to be transferred to the PCT or the RCT pursuant to the Plan), and such documents, liens and security interests are approved, (c) all fees, costs and expenses paid by the Borrowers in connection with the commitment letter and the Exit Credit Facility are ratified and approved, and (d) the commitment letter and any or all other Loan Documents signed by the Debtors shall be binding and enforceable against the Borrowers upon and after the Effective Date as if executed and delivered by the Borrowers notwithstanding any provision in the Plan or the Confirmation Order to the contrary.

PCT

18. On the Effective Date or as soon as practicable thereafter, the Reorganized Debtors and the Committee will form the PCT to administer certain post-confirmation responsibilities under the Plan, including, but not necessarily limited to, those responsibilities associated with the pursuit and collection of the Litigation Claims and Causes of Action other than those which are RCT Assets and the reconciliation and payment of Claims, other than Reclamation Claims (except that reconciliation of Class 6(A) Claims of Reclamation Creditors, but not the payment of such Claims, shall be the responsibility of the RCT). The initial PCT Representative shall be Robert Kors (AEG Partners), and the initial Advisory Board of the PCT shall consist of the following: Richard Meyer (Meyer & Associates); Harvey Tepner (Compass SRP Associates LLP); Sandra Schirmang (Kraft Foods Inc.) and a Sankaty Advisors representative. The Post Confirmation Trust Agreement is approved, including, without limitation, the provisions of sections 1.14(a) and (b) and 2.5 (c)(g) and (e) thereof.

RCT

19. On the Effective Date or as soon as practicable thereafter, the Reorganized Debtors, the OCRC and the Committee will form the RCT to administer certain post-confirmation responsibilities under the Plan, including but not necessarily limited to those responsibilities associated with the pursuit and collection of the RCT Assets and payment of Reclamation Claims. The initial RCT Representative shall be Bernard A. Katz of J.H. Cohn, LLC, and the Advisory Board of the RCT shall consist of the following: John Burke, Nestle USA, Inc.; Gary Grissom, S.C. Johnson & Son, Inc., Curtis Marshall, Sara Lee Corporation; Mark Pender, General Mills, Inc.; Patrick Murtha, Del Monte Corporation (alternate); and Tod Parker, Hershey Foods Corporation (alternate).

Cooperation Among Core-Mark Newco, the Reorganized Debtors, the PCT and the

RCT

20. Core-Mark Newco and the Reorganized Debtors shall use their reasonable best efforts to cooperate with the PCT and the RCT to effectuate the resolution of Claims and accomplish the other duties and responsibilities of the PCT and RCT as set forth in the Plan, the PCT Agreement and the RCT Agreement. Such cooperation shall include, but not be limited to, making books and records relevant to Claims resolution available to the PCT and the RCT, as well as making employees available to provide necessary and relevant information to the PCT and the RCT, provided, however, that Core-Mark Newco and the Reorganized Debtors shall not be obligated to comply with any request that is unduly burdensome or that may include the release of confidential or proprietary information unless reasonable and appropriate safeguards for the confidential or proprietary information have been agreed to by Core-Mark Newco or the applicable Reorganized Debtor. Core-Mark Newco and the Reorganized Debtors shall reimburse (a) the RCT for any cash proceeds which constitute RCT Assets collected by any of the Reorganized Debtors from and after March 23, 2004, or otherwise provided to Core-Mark Newco, and (b) the PCT for any cash proceeds which constitute PCT Assets collected by any of the Reorganized Debtors from and after the Effective Date, or otherwise provided to Core-Mark Newco.

Creation of Professional Fee Escrow Account

21. On or before the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account which shall be held by the PCT with the sum necessary for the purpose of paying all accrued and anticipated Professional Fees through the Effective Date.

Debtors' Retained Causes of Action

22. Except as otherwise provided in the Plan, Core-Mark Newco, the Reorganized Debtors, the PCT, and the RCT, as applicable, shall retain and be vested with all

rights on behalf of the Debtors, Core-Mark Newco and the Reorganized Debtors to commence and pursue, as appropriate, in any court or other tribunal including, without limitation, in an adversary proceeding filed in one or more of the Debtors' Chapter 11 Cases, any and all Causes of Action, whether such Causes of Action accrued before or after the Petition Date, including, but not limited to, the actions specified in section VI.B of the Plan as well as those Causes of Action listed on Exhibit A of the Plan.

Setoff/Recoupment by Holders of Claims

23. Notwithstanding anything contained in the Confirmation Order or the Plan to the contrary, the rights of Claim Holders to assert and exercise any setoff and/or recoupment rights that they may have under applicable law shall not be impaired by the Plan or the Confirmation Order and the Claim Holders may exercise any setoff and/or recoupment rights that they may have under applicable law after the Effective Date.

Distribution Record Date

24. As of the close of business on the Distribution Record Date, the transfer register for all Claims maintained by the Debtors or their agents, except for the Claims based on the Old Notes, shall be closed, and there shall be no further changes in the record Holders of any such Claims. Moreover, the Reorganized Debtors shall have no obligation to recognize the transfer of any Claims occurring after the Distribution Record Date and shall be entitled for all purposes to recognize and deal only with those Holders of record as of the close of business on the Distribution Record Date. There shall be no Distribution Record Date for Old Note Claims but the Effective Date shall be the Distribution Notification Date for the Holders of the Old Notes Claims.

Substantive Consolidation

25. The substantive consolidation of the Debtors for the purpose of implementing the Plan, including for purposes of voting, confirmation and distributions to be made under the Plan, is approved. Accordingly, for purposes of implementing the Plan, (i) all assets and liabilities of the Debtors are deemed merged; (ii) any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of any of the Debtors are deemed a single obligation of the consolidated Debtors,⁵ and (iii) all Claims Filed or to be Filed in the Chapter 11 Cases of any of the Debtors are deemed Filed against the consolidated Debtors and are deemed an obligation of the consolidated Debtors.

Discharge, Release, Injunction, and Related Provisions

Subordination

26. The classification and manner of satisfying all Claims and Equity Interests and the respective distributions and treatments under the Plan take into account and/or conform to the relative priority and rights of the Claims and Equity Interests in each Class in accordance with any contractual, legal and equitable subordination rights relating thereto, whether arising under contract, general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise, and any and all such rights are settled, compromised and released pursuant to the Plan. This Confirmation Order shall permanently enjoin, effective as of the Effective Date, all Persons and Entities from enforcing or attempting to enforce any such contractual, legal and equitable subordination rights satisfied, compromised and settled in this manner, except to the extent, if any, otherwise provided for in the Plan.

⁵ As such, Claims listed on Exhibit D, attached hereto, which assert identical Claims against multiple Debtors, shall be disallowed for all purposes, leaving one Claim for each respective Holder against the Debtors' estates, as set forth on Exhibit D hereto.

Mutual Releases by Releasees

27. On and after the Effective Date, for good and valuable consideration, including the services of the Releasees to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, each of the Releasees shall be deemed to have unconditionally released one another from any and all claims (as defined in section 101(5) of the Bankruptcy Code), obligations, rights, suits, damages, remedies and liabilities whatsoever, including any claims that could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Releasees or their subsidiaries would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Person or Entity, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, except for cases of willful misconduct or gross negligence and provided that the Debtors, the Reorganized Debtors, the PCT Representative and the RCT Representative reserve their rights to bring Avoidance Actions, collect Vendor Deductions, or assert setoff, recoupment and other similar defenses or claims against members of the Committee and/or the OCRC with respect to the Debtors' ordinary course business dealings with such Committee's and/or OCRC's members.

Releases by Holders of Claims

28. On and after the Effective Date, except for cases of willful misconduct or gross negligence, each Claim Holder that has affirmatively voted to accept the Plan shall be deemed to have unconditionally released the Releasees from any and all Claims, obligations, rights, suits, damages, remedies and liabilities whatsoever, including any

Claims that could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Claim Holder would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date in any way relating or pertaining to (w) the purchase or sale, or the rescission of a purchase or sale, of any security of a Debtor, (x) a Debtor, a Reorganized Debtor or Core-Mark Newco, (y) the Chapter 11 Cases or (z) the negotiation, formulation and preparation of the Plan, or any related agreements, instruments or other documents.

29. On and after the Effective Date, except for cases of willful misconduct or gross negligence, each Claim Holder that has affirmatively voted to accept the Plan shall be deemed to have unconditionally released the D&O Releasees from any and all claims, obligations, rights, suits, damages, remedies and liabilities whatsoever, including any Claims that could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Claim Holder would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date in any way relating or pertaining to (w) the purchase or sale, or the rescission of a purchase or sale, of any security of a Debtor, (x) a Debtor, a Reorganized Debtor or Core-Mark Newco, (y) the Chapter 11 Cases or (z) the negotiation, formulation and preparation of the Plan, or any related agreements, instruments or other documents; provided, however, that the foregoing release shall affect only those Claims, obligations, rights, suits, damages, remedies and liabilities in excess of

the amount of the Debtors' directors and officers insurance proceeds, net of all defense costs and fees, actually available in cash so the D&O Releasees do not have to bear any cost to pay such claims; and provided further that the preceding limitation on releases given to directors and officers shall not apply to the current directors and officers of the Debtors who will serve as directors and/or officers of Core-Mark Newco or its subsidiaries after the Effective Date.

Indemnification

30. All D&O Releasees and their respective affiliates, agents and professionals shall be indemnified for any claims, obligations, suits, judgments, damages, demands, debts, rights, Cause of Action or liabilities whether direct or indirect, derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating or pertaining to the Debtors, the Reorganized Debtors, Core-Mark Newco, the Chapter 11 Cases, the Plan or the Disclosure Statement through the Debtors' directors and officers insurance policies, up to a collective maximum equal to the amount of the Debtors' directors and officers insurance proceeds, net of all defense cost and fees, actually payable in Cash, to pay claims asserted against the D&O Releasees except for cases of willful misconduct or gross negligence; and provided, however, that the preceding limitation on indemnification of directors and officers shall not apply to current directors and officers of the Debtors who will serve as directors and/or officers of Core-Mark Newco or its subsidiaries after the Effective Date. The Debtors will fund the purchase of tail liability coverage under the Debtors' directors and officers insurance policies.

Exculpation

31. The Debtors, the Reorganized Debtors, Core-Mark Newco, the D&O Releasees, the Post-Petition Lenders, the Tranche B Lenders, the Pre-Petition Lenders, the Agents, the Pre-Petition Agent, the Old Notes Trustees, the Committee, the OCRC, the PCT, the Post Confirmation Advisory Board, the PCT Representative, the RCT, the RCT Advisory Board and the RCT Representative, and their members, employees, and professionals (acting in such capacity) shall neither have nor incur any liability to any Person or Entity for any pre- or post-petition act taken or omitted to be taken in connection with or related to the formulation, negotiation, preparation, dissemination, implementation, administration, Confirmation or occurrence of the Effective Date of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other pre-petition or post-petition act taken or omitted to be taken in connection with, or in contemplation of, restructuring of the Debtors, except in cases of gross negligence or willful misconduct.

Discharge of Claims and Termination of Equity Interests

32. Except as otherwise provided herein or in the Plan: (1) the rights afforded herein or in the Plan and the treatment of all Claims and Equity Interests herein or in the Plan shall be in exchange for and in complete satisfaction, discharge and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, against any Reorganized Debtor or any of its respective assets or properties, (2) on the Effective Date, all such Claims against, and Equity Interests in, any Reorganized Debtor shall be satisfied, discharged and released in full and (3) all Persons and Entities shall be precluded from asserting against any Reorganized Debtor, its successors or its assets or properties any other

or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date.

Injunction

33. Except as otherwise expressly provided herein or in the Plan, all Holders of Claims and Equity Interests are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Equity Interest against the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors unless a previous order modifying the stay provided under section 362 of the Bankruptcy Code was entered by the Court; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors; and (c) creating, perfecting, or enforcing any encumbrance of any kind against the property or interests in property of the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors.

Police and Regulatory Powers

34. Notwithstanding the foregoing, the releases, exculpation and injunction outlined herein shall be binding on the PBGC on the terms identified in section X.E of the Plan and shall not preclude a governmental entity from enforcing its police and regulatory powers.

Retention of Jurisdiction

35. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and sections 157 and 1334 of title 28 of the United States Code, notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such exclusive jurisdiction over the Chapter 11 Cases and the Plan after the Effective Date, as legally permissible, including jurisdiction to:

- (i) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;
- (ii) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;
- (iii) resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which any Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date pursuant to Article VIII.A of the Plan to add any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be assumed;
- (iv) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions hereof;
- (v) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors;
- (vi) enter such orders as may be necessary or appropriate to implement or consummate and enforce the provisions hereof and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan or the Disclosure Statement;
- (vii) resolve any cases, controversies, suits or disputes that may arise in connection with the occurrence of the Effective Date, interpretation or enforcement of the Plan or any Person's or Entity's obligations incurred in connection with the Plan;
- (viii) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with occurrence of the Effective Date or enforcement of the Plan, except as otherwise provided herein;
- (ix) resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article XII of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunction and other provisions;

- (x) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
- (xi) determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan or the Disclosure Statement; and
- (xii) enter an order and/or final decree concluding the Chapter 11 Cases.

Miscellaneous Provisions

Settlements

Brewster Dairy

36. The escrow established in connection with the Order (I) Authorizing And Approving The Sale Of Real Estate And Personal Property Located Therein - 1501 S.E. 59th Street, Oklahoma City, Oklahoma, And (II) Resolving The Limited Objection Of Brewster Dairy, Inc. To Same” [D.I. 5771] shall be maintained by the PCT until such time as Brewster Dairy’s Claim is reconciled by the PCT.

Carrollton and Garland School Districts

37. In acknowledgment of sections 32.01 and 32.05 of the Texas Property Tax Code, simple interest of 5% shall be paid on the Allowed Claims of the Carrollton-Farmers Branch Independent School District and the Garland Independent School District (collectively, the “School Districts”). Furthermore, such interest shall run from February 1, 2004, and the School Districts’ liens on account of such Claims shall remain in full force and effect after the Confirmation Date.

Circle K Stores

38. Circle K Stores, Inc. (“Circle K”) and Core-Mark International (“Core-Mark”) are parties to several agreements, including, but not limited to: (i) that certain

“Agreement To Design, Equip, Manage And Operate A Distribution Center” made as of November 3, 2000, as amended pre-petition (the “Management Agreement”); and (ii) that certain “Merchandise Distribution Agreement” made as of January 26, 2001 (the “Distribution Agreement”, and together with the Management Agreement, the “Circle K Agreements”). The Debtors have sought to assume the Circle K Agreements under the Plan. As required by the Circle K Agreements and section 365(c)(1) of the Bankruptcy Code, Circle K consents to Core-Mark assuming the Circle K Agreements pursuant to this Plan. Circle K and the Debtors agree that Circle K’s present consent to assumption is strictly limited to these Bankruptcy Cases and this Plan. Circle K’s consent is without prejudice or waiver of Circle K’s rights under the Circle K Agreements to refuse to accept performance from an entity other than Core-Mark International, Inc., or to refuse to consent to assumption under section 365(c) of the Bankruptcy Code in any future bankruptcy case or pursuant to any other proposed plan of reorganization.

Miami-Dade Tax Collector

39. The Miami-Dade Tax Collector shall have an Allowed Class 1(B) Claim in the amount of \$101,282.01 and agrees that all other Claims it filed or will file in these Chapter 11 Cases have been paid or are otherwise expunged. The Miami-Dade Tax Collector shall retain its liens as authorized under state law through and after the Confirmation Date until its Allowed Claim is paid in full, and shall be treated equally with other Claim Holders in Class 1(B).

Lubbock Central Appraisal District

40. In acknowledgment of section 32.01 and 32.05 of the Texas Property Tax Code and Debtors’ liquidation of certain property within the jurisdiction of the Lubbock Central Appraisal District, the Debtors shall either allow or object to the Claims of the Lubbock Central Appraisal District within 180 days from the Effective Date. Furthermore, any Allowed Claim of

the Lubbock Central Appraisal District shall be entitled to 5% simple interest beginning from the Petition Date, and any Allowed Claim shall be paid in full within 180 days from the Effective Date.

Bell County, County of Brazos, et al., County of Denton, Henderson County, Longview ISD, City of Waco and Waco ISD

41. The liens of Bell County, Country of Brazos, County of Denton, Henderson County, Longview Independent School District, City of Waco and Waco Independent School District (collectively, the “Counties”) shall continue after the Confirmation Date, including with regard to post-petition taxes that may be due and owing. The PCT shall pay any post-petition taxes that may be due to the Counties in the ordinary course of business without the Counties being required to file a proof of Claim.

Effectuating Documents, Further Transactions and Corporation Action

42. Each of the Debtors and Reorganized Debtors is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions hereof and the securities issued pursuant hereto.

43. Prior to, on or after the Effective Date (as appropriate), all matters provided for hereunder or in the Plan that would otherwise require approval of the shareholders or directors of the Debtors or the Reorganized Debtors shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to the applicable general corporation law of the states where each of the Debtors is organized without any requirement of further action by the shareholders or directors of any Debtor or Reorganized Debtor.

Dissolution of Committees

44. The Creditors' Committee and the OCRC shall be dissolved on the Effective Date, and their respective members shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided that the PCT shall pay the reasonable fees and expenses of the Committee's Professionals incurred in connection with winding up the Chapter 11 Cases, and the RCT shall pay the reasonable fees and expenses of the OCRC's Professionals incurred in conjunction with winding up the Chapter 11 Cases.

Payment of Statutory Fees

45. All fees payable pursuant to 28 U.S.C. § 1930(a), as determined by the Bankruptcy Court at the hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first.

Modification of the Plan

46. Subject to the limitations contained in the Plan, and except for a modification that would adversely impact Reclamation Creditors in a manner inconsistent with the Revised Term Sheet without the consent of the OCRC, after the entry of this Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be, with the consent of the Committee or the PCT Advisory Board, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

Revocation of the Plan

47. If the Effective Date does not occur by December 31, 2004, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the

Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), any assumption or rejection of executory contracts or unexpired leases effected thereby, and any document or agreement executed pursuant thereto, shall be deemed null and void, and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim against, or any Equity Interests in, the Debtors or any other Person, (ii) prejudice in any manner the rights of the Debtors or any other Person, or (iii) constitute an admission of any sort by the Debtors or any other Person.

Successors and Assigns

48. The rights, benefits and obligations of any Person or Entity named or referred to herein or in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign of such Person or Entity.

Section 1146 Exemption

49. Pursuant to section 1146 (c) of the Bankruptcy Code, the issuance, transfer or exchange of a security, or the making or delivery of an instrument of transfer under the Plan shall not be taxed under any law imposing a stamp tax or similar tax.

Further Assurances

50. The Debtors, Reorganized Debtors, Core-Mark Newco and all Holders of Claims receiving distributions hereunder or in the Plan and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

References to Plan Provisions

51. The failure specifically to include or to refer to any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety.

Post-Confirmation Notices and Bar Dates

Notice of Entry of the Confirmation Order

52. In accordance with Bankruptcy Rules 2002 and 3020(c), within ten business days of the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall give notice of the entry of this Confirmation Order, in substantially the form of Exhibit C annexed hereto (the “Notice of Confirmation”), by United States mail, first class postage prepaid, by hand, or by overnight courier service, to all parties having been served with the Confirmation Hearing Notice; provided, however, that no notice or service of any kind shall be required to be mailed or made upon any person to whom the Debtors or the Reorganized Debtors, as applicable, mailed a Confirmation Hearing Notice that was returned marked “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or similar reason, unless the Debtors or Reorganized Debtors have been informed in writing by such person, or otherwise have actual knowledge, of that person’s new address. To supplement the notice described in the preceding sentence, within fifteen days of the date of the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall publish a Notice of Confirmation once in the USA Today, The Wall Street Journal, The New York Times, The Globe and Mail, USA Today - Global Edition and The International Herald Tribune.

53. Mailing and publication of the Notice of Confirmation in the time and manner set forth in the preceding paragraph shall constitute good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

Second Bar Date for Requests for Administrative Claims

54. All requests for administrative expenses pursuant to section 503 of the Bankruptcy Code that arose after October 31, 2003 that have not been paid as of the Effective Date must be filed with the Court within forty-five (45) after the Effective Date.

Substantial Contribution Claims

55. All requests by: (i) a professional not retained by the Debtors, the Committee or the OCRC under section 327 or 363 of the Bankruptcy Code that asserts a Claim for fees incurred after June 1, 2004, alleged to be beneficial or necessary towards completing of the Chapter 11 Cases as outlined in section 330 of the Bankruptcy Code and/or (ii) any other party that asserts a Claim for fees incurred after June 1, 2004 alleged to be for a substantial contribution under section 503(b) of the Bankruptcy Code, must be filed within forty-five (45) days after the Effective Date.

Final Fee Applications

56. Any Professional or other entity seeking an allowance, pursuant to sections 327, 328, 330, 331, 363, 503(b), 507(a)(1) and/or 1103 of the Bankruptcy Code, of (i) an Administrative Claim or (ii) final compensation or reimbursement of expenses incurred on or before the Confirmation Date for professional services rendered to the Debtors or in connection with these cases (“Professional Fees and Expenses”) shall file with the Court an application for allowance of such Administrative Claim or Professional Fees and Expenses (each, an “Application”), and serve a copy thereof on each of the following entities not later than forty-five (45) days after the Effective Date:

<u>Co-counsel to the Debtors</u> Kirkland & Ellis LLP 200 East Randolph Drive Chicago, Illinois 60601 <u>Attn:</u> Geoffrey A. Richards, Esq. and Janet S. Baer, Esq.	<u>Co-counsel to the Debtors</u> Pachulski, Stang, Ziehl, Young, Jones & Weintraub P.C. 919 N. Market Street, Sixteenth Floor Post Office Box 8705 Wilmington, Delaware 19899-8705 (Courier 19801) <u>Attn:</u> Laura Davis Jones, Esq. and Christopher J. Lhulier, Esq.
<u>Counsel for the United States Trustee</u> Office of the United States Trustee 844 N. King Street, Second Floor Wilmington, Delaware 19801 <u>Attn:</u> Joseph McMahon, Esq.	<u>Co-counsel for the Official Committee of Unsecured Creditors</u> Pepper Hamilton LLP 100 Renaissance Center Detroit, Michigan 48243 <u>Attn:</u> I. William Cohen, Esq. and Robert Hertzberg, Esq.
<u>Co-counsel for the Official Committee of Unsecured Creditors</u> Milbank, Tweed, Hadley & McCloy LLP 1 Chase Manhattan Plaza New York, New York 10005 <u>Attn:</u> Dennis Dunne, Esq. and Paul S. Aronzon, Esq.	<u>Co-counsel for the Official Committee of Reclamation Creditors</u> Klehr Harrison Harvey Branzburg & Ellers LLP 260 South Broad Street Philadelphia, Pennsylvania 19102 <u>Attn:</u> Morton R. Branzburg, Esq.
<u>Co-counsel for the Official Committee of Reclamation Creditors</u> Piper Rudnick LLP 6225 Smith Avenue Baltimore, Maryland 21209-3600 <u>Attn:</u> Mark J. Friedman, Esq.	

57. Each Application shall comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of this Court, and shall set forth, among other things, in reasonable detail: (i) the name and address of the applicant; (ii) the nature of the Professional Fees and Expenses for which reimbursement is requested for all periods from the date the particular applicant was retained through the Confirmation Date; (iii) the amount of the Professional Fees and Expenses requested; (iv) the amounts of Professional Fees and Expenses previously allowed by the Court, if any; and (v) the amount or amounts of payments made to date, if any, by the Debtors towards such allowed amount.

58. All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Court. Any objection to the Claims of Professionals shall be filed on or before sixty (60) days after the later of (i) the date of the filing of the application for final compensation or (ii) forty-five (45) days after the occurrence of the Effective Date.

59. No applications need be filed for compensation and reimbursement by a professional person for services rendered or expenses incurred on or after the Confirmation Date, or for professional persons acting on behalf of the agent for Exit Credit Facility, the Tranche B Loan, the Prepetition Credit Facility or the DIP Credit Facility, and such compensation and reimbursement may be paid by the Reorganized Debtors, Core-Mark Newco or the PCT, as applicable, in accordance with ordinary business practices and without order of the Court.

Non-Material Changes

60. Without limiting the generality of the foregoing, and without the need for a further order or authorization of this Court, the Debtors, with the prior written consent of the Committee or the PCT Advisory Board, shall be authorized and empowered to make non-material modifications to the exhibits to the Plan as may be reasonably necessary.

Authorization to Consummate

61. The Debtors are authorized to consummate the Plan at any time after the entry of this Order, subject to satisfaction or waiver of the conditions precedent to the Effective Date set forth in Article XI of the Plan.

Final Order

62. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof.

IT IS SO ORDERED.

Wilmington, Delaware
Dated: _____, 2004

Honorable Mary F. Walrath
Chief United States Bankruptcy Judge

EXHIBIT A

Plan

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

In re:)	Chapter 11
)	
Fleming Companies, Inc., et al.,¹)	Case No. 03-10945 (MFW)
)	(Jointly Administered)
)	
Debtors.)	

**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**

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Dated: ~~May 25~~, **July 16**, 2004

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.; Favar 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.

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TABLE OF EXHIBITS TO BE FILED WITH THE PLAN

Exhibit A	Schedule of Retained Causes of Action
Exhibit B	Excluded Releasees

**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**

Pursuant to Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, Fleming Companies, Inc. and its Filing Subsidiaries, debtors and debtors-in-possession in the above-captioned and numbered case, and their Official Committee of Unsecured Creditors hereby respectfully propose the following 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:

ARTICLE I.

**RULES OF INTERPRETATION,
COMPUTATION OF TIME, GOVERNING LAW, RESERVATION OF RIGHTS AND DEFINED TERMS**

A. *Rules of Interpretation, Computation of Time and Governing Law*

1. For purposes herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference herein to an existing document or exhibit Filed, or to be Filed, shall mean such document or exhibit, as it may have been or may be amended, modified or supplemented; (d) unless otherwise specified, all references herein to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits hereof or hereto; (e) the words "herein," "hereof" and "hereto" refer to the Plan in its entirety rather than to a particular portion of this Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. In computing any period of time prescribed or allowed hereby, the provisions of Bankruptcy Rule 9006(a) shall apply.

3. Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

B. *Defined Terms*

Unless the context requires otherwise, the following terms shall have the following meanings when used in capitalized form herein:

1. "5¼% Convertible Senior Subordinated Notes" means the 5¼% Convertible Senior Subordinated Notes, CUSIP numbers 339130AQ9 and 339130AR7, due 2009 issued by Fleming pursuant to the 5¼ Convertible Senior Subordinated Notes Indenture in the original principal amount of \$150 million and guaranteed by all of the Filing Subsidiaries.

2. "5¼% Convertible Senior Subordinated Notes Indenture" means that certain indenture dated March 15, 2001, between Bank One, N.A. and any predecessor or successor in interest, as indenture trustee, and Fleming, as amended or supplemented.

3. "9¼% Senior Notes" means the 9¼% Senior Notes, CUSIP number 339130AX4, due 2010 issued by Fleming pursuant to the 9¼ Senior Notes Indenture in the original principal amount of \$200 million and guaranteed by all of the Filing Subsidiaries.

4. "9¼% Senior Notes Indenture" mean that certain indenture dated June 18, 2002, between The Bank of New York., as successor trustee to Manufacturers and Traders Trust Company, and Fleming, as amended or supplemented.

5. "9% Senior Subordinated Notes" means the 9% Senior Subordinated Notes, CUSIP number 339130AW6, due 2012 issued by Fleming pursuant to the 9/8% Senior Notes Indenture in the original principal amount of \$260 million and guaranteed by all of the Filing Subsidiaries.

6. "9% Senior Subordinated Notes Indenture" means that certain indenture dated April 15, 2002, between Bank One, N.A. and any predecessor or successor in interest, as indenture trustee, and Fleming, as amended or supplemented.

7. "10% Senior Notes" means the 10% Senior Notes, CUSIP number 339130AP1, due 2008 issued by Fleming pursuant to the 10% Senior Notes Indenture in the original principal amount of \$355 million and guaranteed by all of the Filing Subsidiaries.

8. "10% Senior Notes Indenture" means that certain indenture dated March 15, 2001, between The Bank of New York, as successor indenture trustee to Bankers Trust Company, and Fleming, as amended or supplemented.

9. "10% Senior Subordinated Notes" means the Series A and B 10% Senior Notes, CUSIP numbers 339130AL0 and 339130AT3, due in 2007 issued by Fleming pursuant to the 10⁵/8% Senior Subordinated Notes Indenture in the original principal amount of \$400 million and guaranteed by all of the Filing Subsidiaries.

10. "10% Senior Subordinated Notes Indenture" means that certain indenture dated July 25, 1997, between Bank One, N.A. and any predecessor or successor in interest as indenture trustee, and Fleming as amended or supplemented.

11. "Additional Carve-Out" means that additional carve-out provided for Professional Fees and expenses of \$6.0 million, which are entitled to payout prior to the payment of Administrative Claims to Allowed Approved Trade Creditor Lien Claim Holders, as outlined in the Final DIP Order.

12. "Administrative Claim" means a Claim for costs and expenses of administration under section 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, but not limited to: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (including Approved Trade Creditor Lien Claims as well as wages, salaries or commissions for services and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses awarded or allowed under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise; and (c) all fees and charges assessed against the Estates under chapter 123 of Title 28 United States Code, 28 U.S.C. §§ 1911-1930.

13. "Administrative Claims Guarantee" has the meaning ascribed to it in the Revised Term Sheet.

14. "Agents" mean Deutsche Bank Trust Company Americas, acting in its capacity as administrative agent for the Post-Petition Lenders, and JPMorgan Chase Bank, acting in its capacity as collateral agent for the Post-Petition Lenders.

15. "Aggregate Limit" means the aggregate or per-occurrence maximum amount of insurance for a particular insurance policy (or policies, as the case may be) owned by the Debtors.

16. "Allowed" means, with respect to any Claim except as otherwise provided herein: (a) a Claim that has been scheduled by a Debtor in its schedule of liabilities as other than disputed, contingent or unliquidated and as to which the Debtors or any other party in interest has not Filed an objection by the Objection Deadline; (b) a Claim that either is not a Disputed Claim or has been allowed by a Final Order; (c) a Claim that is determined by the

Debtors, the PCT or the RCT as applicable, to be allowed; (d) a Claim that is allowed: (i) in any stipulation of amount and nature of Claim executed prior to the Effective Date; (ii) in any stipulation with the PCT or RCT of amount and nature of Claim executed on or after the Effective Date; or (iii) in or pursuant to any contract, instrument, indenture or other agreement entered into or assumed in connection herewith; (e) a Claim relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a proof of Claim has been Filed by the Claims Bar Date or has otherwise been deemed timely Filed under applicable law; or (f) a Claim as to which a proof of Claim has been timely filed and as to which the Debtors, the PCT, the RCT or any party in interest has not filed an objection by the Objection Deadline; and with respect to all Claims only after reduction for unpaid pre-petition and post-petition deductions, preference payments and other applicable setoff rights, subject to, and as consistent with, the treatment provided in Class 3(B) and Class 5 for the Holders of Reclamation Claims.

17. “Allowed Claim” means an Allowed Claim in the particular Class described.

18. “Allowed Defense Costs” means certain costs incurred by an Insurer in the defense and/or liquidation of an Insured Claim, for which the Debtors are obligated to reimburse the respective Insurers.

19. “Approved Trade Creditor” means a trade creditor who elected to participate in the Trade Credit Program established under the Final DIP Order and provided post-petition trade credit thereunder.

20. “Approved Trade Creditor Lien” means the junior lien of an Approved Trade Creditor in the amount of actual trade credit provided pursuant to the agreement with the Debtors and as outlined in the Trade Credit Program.

21. “Approved Trade Creditor Lien Claim” means the Claim of an Approved Trade Creditor in the amount of actual unpaid trade credit provided pursuant to the agreement with the Debtors and as outlined in the Trade Credit Program.

22. “Assumption Schedule” means the schedule to be filed 15 days prior to the Voting Deadline, of executory contracts and unexpired leases that are to be assumed by the Reorganized Debtors on the Effective Date.

23. “Avoidance Actions” means those avoidance actions available pursuant to Chapter 5 of the Bankruptcy Code.

24. “Ballots” means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall indicate their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.

25. “Bank Guarantees” means those guarantees issued by the Filing Subsidiaries in favor of the Pre-Petition Lenders, guaranteeing the obligations of Fleming on the Pre-Petition Credit Agreement.

26. “Bankruptcy Code” means Title 11 of the United States Code, and applicable portions of Titles 18 and 28 of the United States Code.

27. “Bankruptcy Court” means the United States District Court having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made pursuant to section 157 of Title 28 of the United States Code and/or the General Order of such District Court pursuant to section 151 of Title 28 of the United States Code, the bankruptcy unit of such District Court.

28. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. §2075 and the General, Local and Chambers Rules of the Bankruptcy Court.

29. “Beneficial Holder” means the Person or Entity holding the beneficial interest in a Claim or Equity Interest.

30. “Bondholders” mean the Beneficial Holders of the Old Notes.

31. “Business Day” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)) in Wilmington, Delaware.

32. “Canadian CCAA Court” means the Supreme Court of British Columbia or such other court in Canada having jurisdiction over Core-Mark International Inc.’s proceedings under the CCAA from time to time.

33. “Carve-Out” means the carve-out provided for in the Final DIP Order or any Court Order or credit agreement executed with respect to a refinancing of the DIP Credit Facility or Pre-Petition Credit Agreement which includes but is not necessarily limited to (i) in the event of the occurrence and during the continuation of a Termination Event (as defined in the Final DIP Order), the payment of allowed and unpaid professional fees and disbursements incurred by the Debtors, the Committee or the OCRC in an aggregate amount not in excess of \$4.0 million (plus all unpaid professional fees and disbursements incurred prior to the occurrence of such Termination Event strictly in accordance with the budget described in the Final DIP Order and to the extent allowed by the Bankruptcy Court), and (ii) the payment of all fees required to be paid pursuant to 28 U.S.C. § 1930(c)(6) and all unpaid fees payable to the Clerk of this Court or the United States Trustee.

34. “Cash” means cash and cash equivalents.

35. “Casualty Insurance Program” means the certain insurance policies maintained by the Debtors pursuant to the Insurance Program, including, but not limited to: automobile liability, general liability, property damage and other, similar types of insurance coverage.

36. “Cause of Action” means, including but is not limited to, all Claims, actions, choses in action, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims and cross claims (including, but not limited to, all claims in any avoidance, recovery, subordination or other actions against Insiders and/or any other Persons under the Bankruptcy Code, including sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553) of the Debtors, the Debtors in Possession and/or the Estates (including, but not limited to, those actions listed in this Plan, Exhibit A filed herewith and the Disclosure Statement that are or may be pending on the Effective Date or instituted by Core-Mark Newco, the Reorganized Debtors, the PCT or the RCT as applicable, after the Effective Date against any Person based on law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown.

37. “CCAA” means the Companies’ Creditors Arrangement Act (Canada).

38. “Chapter 11 Cases” means the chapter 11 bankruptcy cases filed by the Debtors on April 1, 2003, in the Bankruptcy Court.

39. “Claim” means (a) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, as defined in section 101(5) of the Bankruptcy Code.

40. “Claim Holder” means the Holder of a Claim.

41. “Claims Bar Date” means September 15, 2003.

42. “Class” means a category of Claims or Equity Interests as set forth in Article III herein.

43. “Class 3B Preferred Interests” means those certain secured preferred interests to be issued by the RCT in favor of the Holders of Allowed Class 3B Claims pursuant to the terms of the Revised Term Sheet.

44. “Class 5 Preferred Interests” means those certain junior secured preferred interests to be issued by the RCT in favor of the Holders of Allowed Class 5 Claims pursuant to the terms of the Revised Term Sheet.

45. "COBRA Claims" means those Claims for continuation of health plan coverage as required in section 4980B of the Internal Revenue Code of 1986, as amended.

46. "Confirmation" means the entry of the Confirmation Order.

47. "Confirmation Date" means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rule 5003.

48. "Confirmation Hearing" means that hearing before the Bankruptcy Court wherein the Debtors seek confirmation of the Plan as provided for in section 1128 of the Bankruptcy Code.

49. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

50. "Convenience Claims" means those General Unsecured Claims in Class 7 herein, as described in section III.B.11 herein.

51. "Core-Mark Newco" means the Delaware corporation to be formed on the Effective Date, as well as Core-Mark Holdings I, Core-Mark Holdings II and Core-Mark Holdings III, as further described in section V.E. herein. However, for purposes of distribution of the New Common Stock, "Core-Mark Newco" shall not include Core-Mark Holdings I, Core-Mark Holdings II and Core-Mark Holdings III.

52. "Covered Allowed Insured Claims" means a Claim covered by the Casualty Insurance Program where the sum of the amount of the Insured Claim plus the Debtors' expenses on account of such Claim, exceeds the Deductible Amount but does not exceed the Aggregate Limit for that particular policy (or policies, as the case may be).

53. "Creditors' Committee" or "Committee" means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases by the United States Trustee on April 14, 2003.

54. "D&O Policies" means the insurance policies purchased by the Debtors to provide coverage for certain amounts owed by directors and officers to third parties on account of actions taken by directors and officers during the course of their roles as officers and/or directors of the Debtors.

55. "D&O Releasees" means all officers, directors, employees, attorneys, financial advisors, accountants, investment bankers, agents and representatives of each Debtor and their respective subsidiaries, in each case in their capacity as such as of the Petition Date or thereafter whose identities shall be mutually agreed upon by the Debtors and the Committee, plus former director Guy Osborne, but excluding the Excluded Releasees,.

56. "Debtors" means Fleming and its Filing Subsidiaries, as debtors in the Chapter 11 Cases.

57. "Deductible Amount" means the per-occurrence deductible amount payable by the applicable Debtor(s) under a respective insurance policy.

58. "DIP Claim" means a Claim arising under or as a result of the DIP Credit Facility, including letters of credit issued thereunder.

59. "DIP Credit Facility" means the commitment secured by the Debtors for debtor-in-possession financing from the post-petition lenders authorized in the Final DIP Order or any refinancing thereof, including but not limited to a refinancing whereby the refinancing lender takes an assignment of the DIP Credit Facility or the Claims of the Post-Petition Lenders thereunder.

60. "Disclosure Statement" means the Third Amended and Revised Disclosure Statement in Support of 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 Bankruptcy Code dated May 25, 2004, as amended, supplemented, or modified from time to time, describing the Plan, that is prepared and distributed in accordance with the Bankruptcy Code.

61. "Disputed" means, for purposes of this Plan, with respect to any Claim or Equity Interest, any Claim or Equity Interest: (a) listed on the Schedules as unliquidated, disputed or contingent and for which a timely Objection has been filed; or (b) as to which any Debtor, the PCT, the RCT or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules which has not been withdrawn or determined by a Final Order.

62. "Distribution Record Date" means the Effective Date unless a different date is ordered by the Bankruptcy Court.

63. "DSD Settlement Agreement" means that Statement of Settlement Agreement between Debtors and DSD Class Plaintiffs dated February 5, 2004.

64. "DSD Settlement Fund" means the fund established under the DSD Settlement Agreement in the amount of \$17.5 million.

65. "DSD Trust Claims" means those Claims brought by all persons who participated in the Drop Ship Delivery (DSD) and/or Central Billing Program (also known as a "bill through" or "pass through" program) of the Debtors who provided goods for non-Debtor entities prior to April 1, 2003, and for which remittances have been collected by the Debtors but not turned over to those persons.

66. "DTC" means The Depository Trust Company.

67. "Effective Date" means the date selected by the Debtors and the Committee on which: (a) no stay of the Confirmation Order is in effect, and (b) all conditions specified in Article XI herein have been (i) satisfied or (ii) waived pursuant to Section XI.C. The Effective Date is anticipated to be ~~seventeen~~ seventeen days after the Confirmation Date.

68. "Entity" means an entity as defined in section 101(15) of the Bankruptcy Code.

69. "Equity Interest" means (a) any equity interest in Fleming, including, but not limited to, all issued, unissued, authorized or outstanding shares or stock (including the Old Stock) and (b) any interest, including but not limited to, any warrant, options, conversion privileges or contract rights to purchase or acquire any equity security of Fleming at any time.

70. "Estate" means the estate of each Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

71. "Exceeded Allowed Insured Claims" means a Claim covered by the Casualty Insurance Program where the sum of the Insured Claim plus the Debtor's expenses on account of such Claim exceeds the Aggregate Limit.

72. "Exchange Agent" means the institution engaged by the Debtors to conduct the exchange of certain securities as provided for herein.

73. "Excluded Releasees" means those parties listed on Exhibit B filed herewith, which Exhibit shall be mutually agreed upon by the Debtors and the Committee.

74. "Exit Financing Facility" means the senior secured term and revolving credit facilities in the anticipated aggregate amount of \$250 million, that will be entered into by Core Mark Newco on the Effective Date on substantively the terms set forth on Exhibit 7 to the Disclosure Statement.

75. "File" or "Filed" means file or filed with the Bankruptcy Court in the Chapter 11 Cases.

76. "Filing Subsidiaries" means Core-Mark International, 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.; Favar 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.

77. "Final Decree" means the decree contemplated under Bankruptcy Rule 3022.

78. "Final DIP Order" means that Final Order entered by the Bankruptcy Court on May 6, 2003, providing final authorization for the Debtors to utilize the DIP Credit Facility.

79. "Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

80. "First Administrative Bar Date" means January 15, 2004.

81. "First Substantial Contribution Claims Bar Date" means June 28, 2004, which shall be the last date by which (i) a professional not retained by the Debtors, the Committee or the OCRC under section 327 or 363 of the Bankruptcy Code may file a Claim for fees incurred on or before June 1, 2004, alleged to be beneficial or necessary towards completion of the Chapter 11 Cases as outlined in section 330 of the Bankruptcy Code and/or (ii) any other party may file a Claim for fees incurred on or before June 1, 2004, alleged to be for a substantial contribution under section 503(b) of the Bankruptcy Code.

82. "First Administrative Bar Date Order" means the Order Establishing Deadline for Filing Requests for Allowance of Certain Administrative Expense Claims, Approving Form and Manner of Notice thereof and Approving Proof of Administrative Claim Form dated December 3, 2003.

83. "Fleming" means Fleming Companies, Inc.

84. "Fleming Convenience" means Core-Mark International Inc., Core-Mark Interrelated Companies, Inc., Core-Mark Mid Continent Inc., Minter-Weisman Co., Head Distributing Company and the Debtors' other related convenience store operations.

85. "FSA Participants" means those creditors who are entitled to assert "Offset Rights" against the FSA Reserve ~~as~~ because they have met all the requirements specifically set forth under paragraph 6 of the Bankruptcy Court's Order entered on August 15, 2003 (Docket No. 3142) approving the sale of the Debtors' Wholesale Distribution Business to C&S.

86. "FSA Reserve" means the \$75 million reserve established under paragraph 6 of the Bankruptcy Court's Order entered on August 15, 2003 (Docket No. 3142) approving the sale of the Debtors' Wholesale Distribution Business to C&S, which reserve has been reduced pursuant to the Bankruptcy Court's Order entered on December 23, 2003 (Docket No. 5224).

87. "General Unsecured Claim" means any Claim against any Debtor that is not a Claim within Classes 1, 2, 3(A), 3(B), 3(C), 4, 5, 8 and 9 and is not an Administrative Claim, Priority Tax Claim or DIP Claim.

88. "Holder" and, collectively, "Holders" mean a Person or Entity holding an Equity Interest or Claim, including a Holder of the Old Notes or the Old Stock, and with respect to a vote on the Plan, means the Beneficial Holder as of the Record Date or any authorized signatory who has completed and executed a Ballot or on whose behalf a Master Ballot has been completed and executed in accordance with the Voting Instructions.

89. "Impaired" means with respect to any Class of Claims or Equity Interests, that such Claims or Equity Interests will not be paid in full upon the effectiveness of this Plan, will not be reinstated or will be changed by the reorganization effectuated hereby.

90. "Impaired Claim" means a Claim classified in an Impaired Class of Claims.

91. "Impaired Class" means each of the Classes that is not an Unimpaired Class.
92. "Indentures" means, collectively, the 5¼% Convertible Senior Subordinated Notes Indenture, the 9¼% Senior Notes Indenture, the 9⅞ % Senior Subordinated Notes Indenture, the 10⅛ % Senior Notes Indenture and the 10⅝ % Senior Subordinated Notes Indenture.
93. "Insurance Program" means the comprehensive collection of insurance policies maintained by the Debtors, which includes, but is not limited to, policies for (i) workers' compensation, (ii) directors & officers liability, and (iii) casualty events.
94. "Insurance Security" means the certain letters of credit issued by third-parties to secure the Debtors' liabilities to the Insurers under the Insurance Program.
95. "Insurers" means the insurance carriers that provide insurance policies to the Debtors pursuant to the Insurance Program.
96. "Intercompany Claims" means any Claim held by any Debtor against any other Debtor or any Claim held by a Debtor subsidiary that is not a Filing Subsidiary against any Debtor.
97. "Inventory" means products and supplies of the Debtors, on hand or in transit on the Petition Date, specifically excluding Cash, property, plant and equipment, capital leases or similar items.
98. "Litigation Claims" means all Avoidance Actions and Vendor Deductions.
99. "Management Incentive Plan" means that certain equity incentive program (the terms of which shall be outlined in a term sheet to be filed 15 days prior to the Voting Deadline) pursuant to which certain key employees of the Reorganized Debtors or its subsidiaries will receive or have the right to receive shares of New Common Stock in accordance with the forthcoming term sheet.
100. "Master Ballots" mean the master ballots accompanying the Disclosure Statement upon which the Nominee Holders of the Old Notes shall indicate the beneficial Holders of the Old Notes' acceptance or rejection of the Plan in accordance with the Voting Instructions.
101. "Net Non-TLV Reclamation Claims" means total Allowed Non-TLV Reclamation Claims reduced by \$13 million.
102. "New Common Stock" means the shares of Core-Mark Newco common stock, par value \$.01 per share, to be authorized pursuant to its Certificate of Incorporation which shall be issued pursuant to this Plan.
103. "Nominee" means any broker, dealer, commercial bank, trust company, savings and loan, financial institution or other nominee in whose name securities are registered or held of record on behalf of a Beneficial Holder.
104. "Non-TLV Guaranty" means that certain secured junior guaranty provided by Core-Mark Newco to the Holders of Allowed Non-TLV Reclamation Claims, the terms and conditions of which are set forth in the Revised Term Sheet.
105. "Non-TLV Reclamation Claim" means a Claim the Holder of which (i) did not participate in the Trade Credit Program (or failed to comply with the terms of such program) and (ii) asserts that all, or any portion, of such Claim is entitled to be granted priority and/or to be secured by a lien in accordance with 546(c)(2) of the Bankruptcy Code.
106. "Objection Deadline" means that date which is one year after the Effective Date or such later date as the Court may allow upon request by the Reorganized Debtors, the PCT Representative or the RCT Representative, as applicable, by which the Debtors, the PCT Representative, the RCT Representative or any party in interest has to file an objection to any Claim not previously allowed.
107. "OCRC" means the Official Committee of Reclamation Creditors.

108. “Old Notes” means the 5¼% Convertible Senior Subordinated Notes, the 9¼% Senior Notes, the 9⁷/₈% Senior Subordinated Notes, the 10¹/₈% Senior Notes and the 10⁵/₈% Senior Subordinated Notes.

109. “Old Notes Trustees” means Manufacturers and Traders Trust Company, Bank One, N.A, The Bank of New York, Bankers Trust Company and any of their predecessors or successors in interest.

110. “Old Republic Letters of Credit” means the letters of credit obtained by the Debtors, for the benefit of Old Republic Insurance Company, to secured any obligations owed by the Debtors to Old Republic Insurance Company pursuant to the Old Republic Program agreement and the Old Republic Policies that were issued thereunder.

111. “Old Republic Policies” means the insurance policies issued to the Debtors by Old Republic Insurance Company pursuant to the Old Republic Program Agreement, as amended.

112. “Old Republic Program Agreement” means the agreement, as amended, between the Debtors and Old Republic Insurance Company, dated July 1, 2002, pursuant to which Old Republic issued insurance policies that provided insurance coverage to the Debtors from July 1, 2002 through January 1, 2005.

113. “Old Senior Notes” means the 9¼% Senior Notes and the 10¹/₈% Senior Notes.

114. “Old Senior Subordinated Notes” means the 5¼% Convertible Senior Subordinated Notes, the 9⁷/₈% Senior Subordinated Notes and the 10⁵/₈% Senior Subordinated Notes.

115. “Old Stock” means all of the issued and outstanding shares of Fleming common stock, \$.01 par value per share.

116. “Other Priority Non-Tax Claim” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

117. “Other Secured Claims” means secured claims not in Classes 1(B), 2, 3(B) or 3(C).

118. “Other Securities Claims and Interests” means (a) any Equity Interest (other than Old Stock), including, but not limited to, any warrants, options, conversion privileges or contract rights to purchase or acquire any equity securities of Fleming at any time, and (b) any Claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, currently existing or hereafter arising, in law, equity or otherwise arising from the purchase or sale of a security of Fleming or the rescission of a purchase or sale of a security of Fleming (including the Old Notes and Old Stock) or the purchase or sale of a security of any affiliate of Fleming or the rescission of a purchase or sale of a security of any affiliate of Fleming, for damages arising from the purchase, sale or holding of such securities or the exercise of an option, warrant, conversion privilege or contractual right to such purchase or sale, or for reimbursement, indemnification or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

119. “Over-Deductible Amount” means that portion of an Insured Claim that exceeds the Deductible Amount.

120. “PACA/PASA Claims” means Claims asserted pursuant to the Perishable Agricultural Commodities Act, 7 U.S.C. §499a et seq., the Packers and Stockyard Act, 7 U.S.C. §181 et seq., or state statutes of similar import.

121. “PCT Advisory Board” means that board created to advise the PCT, as outlined in section V.G.2 herein.

122. “PCT Agreement” means that agreement, a draft of which is attached to the Disclosure Statement as Exhibit 9, that shall be entered into by the Debtors, the Committee and the PCT Representative on or before the Effective Date, and which shall govern the PCT.

123. “PCT Representative” means the trustee under the PCT Agreement.

124. "PCT" means that trust that shall be created pursuant to the Plan and the PCT Agreement for the purposes of carrying out certain provisions of the Plan.
125. "Person" means a person as defined in section 101(41) of the Bankruptcy Code.
126. "Petition Date" means April 1, 2003, the date on which the Debtors filed their petitions for relief commencing the Chapter 11 Cases.
127. "Plan" means this Chapter 11 Plan of Reorganization, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Plan, the Bankruptcy Code and the Bankruptcy Rules.
128. "Plan Supplement" means the document to be filed approximately seven days prior to the Confirmation Date and will include the Exit Financing Facility, Tranche B Loan and Management Incentive Plan agreements.
129. "Post-Petition Lenders" means the lenders under the DIP Credit Facility or any lender participating in the refinancing of the DIP Credit Facility, including but not limited to a refinancing lender which takes an assignment of the DIP Credit Facility or the Claims of the Post-Petition Lenders thereunder.
130. "Preference Actions" means those avoidance actions provided for in section 547 of the Bankruptcy Code.
131. "Pre-Petition Agent" means each agent under, and as defined in, the Pre-Petition Credit Agreement, including, each Joint Book Manager and each Joint Lead Arranger, in each case under, and as defined in, the Pre-Petition Credit Agreement.
132. "Pre-Petition Credit Agreement" means the Credit Agreement dated June 18, 2002, as amended, among the Debtors and the lenders party thereto providing for secured credit borrowing term loans and letters of credit in an aggregate amount of \$755,000,000 or any refinancing thereof, including but not limited to a refinancing whereby the refinancing lender takes an assignment of the Pre-Petition Credit Agreement or the Claims of the Pre-Petition Lenders thereunder.
133. "Pre-Petition Lenders" means the lenders pursuant to the Pre-Petition Credit Agreement or any lender to a refinancing of the Pre-Petition Credit Agreement, including, but not limited to, a lender which takes an assignment of the Pre-Petition Credit Agreement or the Claims of the Pre-Petition Lenders thereunder.
134. "Pre-Petition Lenders' Secured Claims" means the Claims arising under the Pre-Petition Credit Agreement.
135. "Pre-Petition Non-TLV Reclamation Claim Reduction" means \$13 million.
136. "Priority Property Tax Claim" means a claim of a governmental unit for taxes owing with respect to real or personal property owned by the Debtors, including ad valorem taxes, which claim may be but is not necessarily secured by the real or personal property on which the tax is owing.
137. "Priority Tax Claim" means a Claim of a governmental unit (including any Canadian taxing authority) of the kind specified in section 507(a)(8) of the Bankruptcy Code, including Claims of a governmental unit for which a surety bond may be posted, but excluding Priority Property Tax Claims.
138. "Professional," or, collectively, "Professionals" means a Person or Entity (a) employed pursuant to a Final Order in accordance with sections 327 and 1103 or 363 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date pursuant to sections 327, 328, 329, 330 and 331 or 363 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

139. "Professional Fee Escrow Account" means the account established by the Reorganized Debtors on the Effective Date, solely for the purpose of paying all accrued and anticipated Professional Fees through the Effective Date.

140. "Professional Fees" means all fees and expenses (including, but not limited to, success fees, if any) for services rendered by all Professionals in the Chapter 11 Cases through the Effective Date that the Bankruptcy Court has not denied by Final Order, regardless of whether a fee application has been filed for such fees.

141. "PMSI" means a purchase money security interest as defined in Section 9-312 of the Uniform Commercial Code.

142. "Ratable Proportion" means the ratio (expressed as a percentage) of the amount of an Allowed Claim in a Class to the aggregate amount of all Allowed Claims in the Class.

143. "RCT" means that trust that shall be created pursuant to the Plan and the RCT Agreement for the purposes of carrying out certain provisions of the Plan.

144. "RCT Agreement" means that agreement, a draft of which is attached to the Disclosure Statement as Exhibit 12, that shall be entered into by the Debtors, the OCRC and the RCT Representative on or before the Effective Date and which shall govern the RCT.

145. "RCT Assets" means deductions, over-wires, preference claims, Causes of Action and other rights of the Debtors as against the Reclamation Creditors, other than the post-petition deductions and post-petition overwires with respect to the Fleming Convenience business which shall be transferred to Core-Mark Newco.

146. "RCT Representative" means the representative selected to administer the RCT.

147. "Reclamation Claims" means TLV Reclamation Claims and Non-TLV Reclamation Claims.

148. "Reclamation Creditor" means any Claim Holder that asserts that all, or any portion, of its Claim is entitled to be granted priority and/or to be secured by a lien in accordance with 546(c)(2) of the Bankruptcy Code and also those identified on the Reclamation Claim Summary by Claimant of the Debtors dated November 21, 2003.

149. "Reclamation Liabilities" means any and all claims asserted against the Debtors by the Reclamation Creditors, including Administrative Claims (other than Administrative Claims against Fleming Convenience), Priority Claims, TLV Reclamation Claims and Non-TLV Reclamation Claims, but not including any PACA/PASA Claims, DSD Trust Claims or General Unsecured Claims held by Reclamation Creditors.

150. "Record Date" means May 25, 2004.

151. "Releasees" means each of the Debtors, the Reorganized Debtors, Core-Mark Newco, each of the Pre-Petition Lenders, the Agents, the Pre-Petition Agents, the Old Notes Trustees, the Post-Petition Lenders, the Tranche B Lenders, the Committee, the OCRC, each member of the Committee and the OCRC, the PCT, the PCT Representative, the PCT Advisory Board, the RCT, the RCT Representative and the RCT Advisory Board, and the affiliates, agents and professionals of each of the foregoing, including, without limitation, professionals acting as officers of the Debtors, each in their capacity as such; provided however that Excluded Releasees shall not be Releasees.

152. "Remaining Pension Plans" means, collectively, the Pension Plan of S.M. Flickinger Co., Inc., the Godfrey Company subsidiaries Pension Plan, the ABCmarkets, Inc. Retirement Plan for Arizona Warehouse and Distribution Employees and Core-Mark International, Inc. Non-Bargaining Employees Pension Plan.

153. "Reorganized Debtors" means collectively ~~Core-Mark Newco, and~~ Core-Mark International, Inc., Core-Mark Mid-Continent, Inc., General Acceptance Inc., C/M Products, Inc., ASI Office Automation, Inc., E.A. Morris Distributors, Inc., Head Distributing Company, Marquise Ventures Company, Inc. and Minter-Weisman Co. or any successor thereto by merger, consolidation, or otherwise, on and after the Effective Date.

154. "Restated By-laws" means the restated by-laws of the Reorganized Debtors, if necessary, the form of which shall be Filed 20 days prior to the Confirmation Hearing.

155. "Restated Certificate of Incorporation" means those certain Restated Certificates of Incorporation of the Reorganized Debtors which, pursuant hereto, are to be filed with the Secretary of State of the State of Delaware, the form of which shall be filed 20 days prior to the Confirmation Hearing.

156. "Revised Term Sheet" means the Revised Term Sheet to Resolve Objections to the Debtors' Chapter 11 Plan and for Treatment of Reclamation Claims entered into on May 3, 2004 and attached as Exhibit 13 to the Disclosure Statement.

157. "Schedules" mean the schedules of assets and liabilities, schedules of executory contracts, and the statement of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms and the Bankruptcy Rules, as they have been and may be amended and supplemented from time to time.

158. "Second Administrative Bar Date" means that date that is forty-five (45) days after the Effective Date.

159. "Second Substantial Contribution Claims Bar Date" means the date 45 days after the Effective Date, which shall be the last date by which (i) a professional not retained by the Debtors, the Committee or the OCRC under section 327 or 363 of the Bankruptcy Code may file a Claim for fees incurred after June 1, 2004, alleged to be beneficial or necessary towards completing of the Chapter 11 Cases as outlined in section 330 of the Bankruptcy Code and/or (ii) any other party may file a Claim for fees incurred after June 1, 2004 alleged to be for a substantial contribution under section 503(b) of the Bankruptcy Code.

160. "Securities Act" means the Securities Act of 1933, 15 U.S.C. sections 77a-77aa, as now in effect or hereafter amended, or any similar federal, state or local law.

161. "Senior Note Claims" means those Claims derived from or based upon the Old Senior Notes.

162. "Senior Notes Indentures" means the 9¼% Senior Notes Indenture and the 10% Senior Notes Indenture.

163. "Senior Notes Indenture Trustee" means The Bank of New York.

164. "Senior Subordinated Note Claims" means those Claims derived from or based upon 5¼% Convertible Senior Subordinated Notes, the 9⅞ % Senior Subordinated Notes and the 10⅝ % Senior Subordinated Notes.

165. "TLV Guaranty" means that certain secured guaranty provided by Core-Mark Newco to the Holders of Allowed TLV Reclamation Claims, the terms and conditions of which are set forth in the Revised Term Sheet.

166. "TLV Reclamation Claim" means a Claim the Holder of which (i) participated in the Trade Credit Program as outlined in the Final DIP order and (ii) asserts that all, or any portion, of such Claim is entitled to be granted priority and/or to be secured by a lien in accordance with 546(c)(2) of the Bankruptcy Code.

167. "Trade Credit Program" means that program established under the Final DIP Order providing a junior lien to Approved Trade Creditors and Holders of TLV Reclamation Claims who made post-petition credit available to the Debtors.

168. "Tranche B Lenders" means those lenders who are participants in the Tranche B Loan.

169. "Tranche B Loan" means the loan of up to \$70,000,000 of term credit extensions to be made by the Tranche B Lenders to Core-Mark Newco on the Effective Date on substantially the terms set forth on Exhibit 8 to the Disclosure Statement.

170. "Unclassified Claims" means those Administrative and Priority Claims described in Article II herein.

171. "Under-Deductible Insured Claims" means a Claim under the Casualty Insurance Program, where the sum of the amount of the Insured Claim plus the Debtors' expenses on account of such Claim, equals or is less than the applicable per-occurrence deductible amount payable by the applicable Debtor(s) under the relevant insurance policies.

172. "Unimpaired Claims" means Claims in an Unimpaired Class.

173. "Unimpaired Class" means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

174. "Unsecured Claim" means any Claim against any Debtor that is not a Secured Claim, Administrative Claim, DIP Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim or a Class 3B or Class 5 Claim consistent with the Revised Term Sheet.

175. "Vendor Deductions" means the amounts owed by vendors to the Debtors, relating to the provision of pre-petition and post-petition goods and services that remain unpaid as of the Effective Date.

176. "Voting Class" means any class of Claims entitled to vote on the Plan.

177. "Voting Deadline" means the date stated in the Voting Instructions by which all Ballots must be received.

178. "Voting Instructions" mean the instructions for voting on the Plan contained in section III of the Disclosure Statement entitled "Voting and Confirmation of the Plan" and in the Ballots and the Master Ballots.

179. "Wholesale Distribution Business" means that business segment of the Debtors sold under section 363 of the Bankruptcy Code pursuant to the Bankruptcy Court's Order dated August 15, 2003.

180. "Workers' Compensation Program" means the workers' compensation insurance maintained by the Debtors to insure against injuries to their employees that were incurred while certain employees were performing in their respective employment positions with the Debtors.

ARTICLE II.

UNCLASSIFIED CLAIMS

A. *Administrative Claims*

Subject to the provisions of section 330(a) and 331 of the Bankruptcy Code, each Holder of an Allowed Administrative Claim, including Holders of Allowed Approved Trade Creditor Lien Claims, but excluding claims for Professional Fees, will be paid the full unpaid amount of such Allowed Administrative Claim in Cash (i) on the Effective Date or as soon as practicable thereafter, or (ii) if such Administrative Claim is Allowed after the Effective Date, as soon as practicable after the date such Claim is Allowed, or (iii) upon such other terms as may be agreed upon by such Holder and the PCT or RCT, as applicable or otherwise upon an order of the Bankruptcy Court; *provided that* Allowed Administrative Claims including Allowed Approved Trade Creditor Lien Claims representing obligations incurred in the ordinary course of business or otherwise assumed by the Debtors or Reorganized Debtors pursuant hereto will be assumed on the Effective Date and paid or performed by the applicable Reorganized Debtor when due in accordance with the terms and conditions of the particular agreements governing such obligations.

Except as provided herein, Holders of Administrative Claims that arose on or before October 31, 2003 to which the First Administrative Bar Date did not apply and Holders of Administrative Claims that arose after October 31, 2003 that have not been paid as of the Effective Date, must file an Administrative Claim by the Second Administrative Bar Date. If an Administrative Claim is not timely filed by the First Administrative Bar Date or the Second Administrative Bar Date, as applicable, then such Administrative Claim shall be forever barred and shall not

be enforceable against the Debtors, the Reorganized Debtors, the PCT, the RCT and their successors, their assigns or their property². The foregoing requirements to file Administrative Claims by the relevant bar date shall not apply to the (i) Administrative Claims of Professionals retained pursuant to sections 327, 328, and 363 of the Bankruptcy Code; (ii) expenses of members of the Official Committee of Unsecured Creditors and the OCRC; (iii) all fees payable and unpaid under 28 U.S.C. § 1930; (iv) any fees or charges assessed against the estates of the Debtors under 28 U.S.C. § 123; (v) Intercompany Claims between Debtors and their affiliates; and (vi) Administrative Claims arising in the ordinary course of business relating to inventory, services or supplies provided by trade vendors or service providers which are paid or payable by the Debtors in the ordinary course of business. An objection to an Administrative Claim filed pursuant to this provision must be filed and properly served within 220 days after the Effective Date. The Debtors, the PCT Representative and the RCT Representative, as applicable, reserve the right to seek an extension of such time to object.

All Professionals that are awarded compensation or reimbursement by the Bankruptcy Court in accordance with sections 330, 331 or 363 of the Bankruptcy Code that are entitled to the priorities established pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code, shall be paid in full, in Cash, the amounts allowed by the Bankruptcy Court: (a) on or as soon as reasonably practicable following the later to occur of (i) the Effective Date; and (ii) the date upon which the Bankruptcy Court order allowing such Claim becomes a Final Order; or (b) upon such other terms as may be mutually agreed upon between such Professional and the PCT. On or before the Effective Date and prior to any distribution being made under the Plan, the Debtors shall escrow into the Professional Fee Escrow Account, the Carve-Out and the Additional Carve-Out as outlined in the Final DIP Order and any additional estimated accrued amounts owed to Professionals through the Effective Date. Any liability for Professional Fees above the amount in the Professional Fee Escrow Account including amounts awarded to a professional not retained by the Debtors, the Committee, or the OCRC under section 327 or 363 of the Bankruptcy Code for fees alleged to be necessary or beneficial toward completion of this case as outlined in section 330 of the Bankruptcy Code or otherwise to any other party for allegedly making a substantial contribution under section 503(b) of the Bankruptcy Code, shall be a liability of the PCT and shall be paid by the PCT as an Administrative Claim.³

Except as otherwise provided by Court order for a specific Professional, Professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 or 363 of the Bankruptcy Code for services rendered prior to the Confirmation Date must file and serve an application for final allowance of compensation and reimbursement of expenses no later than forty-five (45) days after the Effective Date. All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Court. Any objection to the Claims of Professionals shall be filed on or before ~~thirtysixty (3060)~~ the later of (i) the date of the filing of the application for final compensation or (ii) forty-five (45) days after the occurrence of the Effective Date.

Allowed Administrative Claims, which shall be paid in full under the Plan, are currently estimated to be in the range of \$96 to \$125 million as of the Effective Date.⁴

² Those professionals not retained by the Debtors, the Committee or the OCRC under section 327 or 363 of the Bankruptcy Code filing a Claim for fees alleged to be necessary or beneficial towards completion of the Chapter 11 Cases as outlined in section 330 of the Bankruptcy Code, or any other party making a Claim for fees for allegedly making a substantial contribution under section 503(b) of the Bankruptcy Code are bound by the First and Second Substantial Contribution Claims Bar Dates.

³ The Professional Fee Escrow Account shall be held and administered by the PCT and any excess amount remaining in the Professional Fee Escrow Account after all Professional Fee Claims have been paid shall be retained by the PCT.

⁴ This estimate does not include accounts payable and accrued liabilities incurred in the ordinary course of business and carried through the Effective Date by Core-Mark Newco.

B. *Priority Tax Claims*

In full satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim that is due and payable on or prior to the Effective Date: (i) if payment of the Allowed Priority Tax Claim is not secured or guaranteed by a surety bond or other similar undertaking, commencing on the Effective Date or as soon as practicable thereafter, the Holder of such Claim shall be paid the principal amount of such Claim plus simple interest of 5% from the Effective Date on any outstanding balance ~~from the Effective Date calculated at the interest rate available on ninety (90) day United States Treasuries on the Effective Date⁵~~, in equal quarterly deferred Cash payments over a period not to exceed six years after the date of assessment of the tax on which such Claim is based, commencing on, or as soon as practicable after, the Effective Date unless the Debtor and Holder mutually agree to a different treatment or as otherwise ordered by the Court; (ii) if payment of the Allowed Priority Tax Claim is secured or guaranteed by a surety bond or other similar undertaking, the Holder of the Allowed Priority Tax Claim shall be required to seek payment of its Claim from the surety in the first instance and only after exhausting all right to payment from its surety bond or other similar undertaking shall the Holder be permitted to seek payment from the Debtors under this Plan as a holder of an Allowed Priority Tax Claim and the remainder owing on an Allowed Claim after deducting all payments received from the surety, shall be treated as outlined in clause (i) above.

Allowed Priority Tax Claims, which shall be paid in full under the Plan, are currently estimated to be in the range of \$11 to 13 million as of the Effective Date.

C. *DIP Claims*

On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed DIP Claim shall be paid in full in Cash in full satisfaction, settlement, release and discharge of and in exchange for each and every Allowed DIP Claim, unless such Holder consents to other treatment.

Allowed DIP Claims, which are comprised of letters of credit outstanding and which shall be paid in full under the Plan, are currently estimated to be in the range of \$25 to 30 million as of the Effective Date.

ARTICLE III.

**CLASSIFICATION AND TREATMENT
OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

A. *Summary*

	<i>Class</i>	<i>Status</i>	<i>Voting Rights</i>
Class 1(A)	-- Other Priority Non-Tax Claims	Unimpaired	-- not entitled to vote
Class 1(B)	-- Priority Property Tax Claims	Impaired	-- entitled to vote
Class 2	-- Pre-Petition Lenders' Secured Claims	Unimpaired	-- not entitled to vote
Class 3(A)	-- Other Secured Claims that are not Class 1(B) Claims	Unimpaired	-- not entitled to vote
Class 3(B)	-- TLV Reclamation Claims	Impaired	-- entitled to vote
Class 3(C)	-- DSD Trust Claims	Impaired	-- entitled to vote
Class 4	-- PACA/PASA Claims	Unimpaired	-- not entitled to vote

⁵ ~~The financial projections attached as Exhibit 3 to the Disclosure Statement assume an interest rate of 5%.~~

		<i>Class</i>	<i>Status</i>		<i>Voting Rights</i>
Class 5	--	Non-TLV Reclamation Claims	Impaired	--	entitled to vote
Class 6(A)	--	General Unsecured Claims other than Convenience Claims and Senior Subordinated Note Claims	Impaired	--	entitled to vote
Class 6(B)	--	Senior Subordinated Note Claims	Impaired	--	entitled to vote
Class 7	--	Convenience Claims	Impaired	--	entitled to vote
Class 8	--	Equity Interests	Impaired	--	not entitled to vote
Class 9	--	Intercompany Claims	Impaired	--	not entitled to vote
Class 10	--	Other Securities Claims and Interests	Impaired	--	not entitled to vote

B. *Classification and Treatment*

1. *Class 1(A)—Other Priority Non-Tax Claims*

(a) *Classification:* Class 1(A) consists of all Allowed Other Priority Non-Tax Claims.

(b) *Treatment:* In full satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Other Priority Non-Tax Claim that is due and payable on or prior to the Effective Date, on the Effective Date or as soon as practicable thereafter, the Holder of such Claim shall be paid the principal amount of such Claim, unless the Holder consents to other treatment.

(c) *Voting:* Class 1(A) is not impaired and the Holders of Class 1(A) Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1(A) are not entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Allowed Class 1(A) Claims are currently estimated to be in the range of \$6 to 15 million as of the Effective Date.

2. *Class 1(B)—Priority Property Tax Claims*

(a) *Classification:* Class 1(B) consists of all Allowed Property Tax Claims.

(b) *Treatment:* In full satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Property Tax Claim that is due and payable on or prior to the Effective Date, commencing on the Effective Date or as soon as practicable thereafter, the Holder of such Allowed Priority Property Tax Claim shall be paid the principal amount of such Claim plus simple interest of 5% from the Effective Date on any outstanding balance ~~from the Effective Date calculated at the interest rate available on ninety (90) day United States Treasuries on the Effective Date~~, in quarterly deferred Cash payments over a period not to exceed ~~six~~three years after the date of assessment of the tax on which such Claim is based, unless the Debtor and Holder mutually agree to a different treatment.

(c) *Voting:* Class 1(B) is impaired and the Holders of Class 1(B) Claims are entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Allowed Class 1(B) Claims are currently estimated to be in the range of \$5-6 million as of the Effective Date.

3. *Class 2—Pre-Petition Lenders' Secured Claims*

(a) *Classification:* Class 2 consists of all Allowed Pre-Petition Lenders' Secured Claims.

(b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, unless such Holder consents to other treatment, each Holder of an Allowed Pre-Petition Lenders' Secured Claim shall be paid in full in Cash and shall either (i) assign its liens in the Debtors' assets to the lender under the Exit Financing Facility or (ii) assign its liens in the Debtors' assets to Core-Mark Newco, which liens as assigned shall have the same validity and priority as such liens held by the Holders of the Class 2 Claims. The Exit Financing Facility and the Tranche B Loan shall not be secured by the assets transferred to the PCT or the RCT.

Any default with respect to any Class 2 Claim that existed immediately prior to the filing of the Chapter 11 Cases shall be deemed cured upon the Effective Date.

(c) *Voting:* Class 2 is not impaired and the Holders of Class 2 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Allowed Class 2 Claims which shall be paid in full under the Plan are currently estimated to be approximately \$200-220 million as of the Effective Date.

4. *Class 3(A)— Other Secured Claims that are not Class 1(B) Claims*

(a) *Classification:* Class 3(A) consists of all Allowed Other Secured Claims that are not Class 1(B) Claims.

(b) *Treatment:* On the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Other Secured Claim that is not a Class 1(B) Claim (e.g. PMSI Holders, equipment financing lenders, etc.) shall receive one of the following treatments, at the Debtors' option, such that they shall be rendered unimpaired pursuant to section 1124 of the Bankruptcy Code: (i) the payment of such Holder's Allowed Other Secured Claim in full, in Cash; (ii) the sale or disposition proceeds of the property securing such Allowed Other Secured Claim to the extent of the value of the Holder's interests in such property; or (iii) the surrender to the Holder of the property securing such Claim. **As to Allowed Claims of FSA Participants, those Claims shall be treated pursuant to the terms of the Bankruptcy Court Orders establishing the FSA Reserve (Docket Nos. 3142 and 5224).**

(c) *Voting:* Class 3(A) is unimpaired and Holders of Class 3(A) Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 3(A) are not entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Allowed Class 3(A) Claims **that are not Allowed Claims of FSA Participants** are currently estimated to be in the range of \$750,000 to \$2 million as of the Effective Date. **Unresolved Claims of FSA Participants to the FSA Reserve may be subject to litigation by the PCT. As of the Effective Date, the Debtors estimate that there will be \$16.2 million of Unresolved Claims of FSA Participants fully reserved for with restricted cash transferred to the PCT's FSA Reserve.**

5. *Class 3(B)—TLV Reclamation Claims*

(a) *Classification:* Class 3(B) consists of all Allowed TLV Reclamation Claims.

(b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, the RCT, shall issue the Class 3B Preferred Interests in favor of the Holders of Allowed TLV Reclamation Claims in the estimated aggregate amount of such Allowed Claims under the terms and conditions set forth in the Revised Term Sheet (with the interests to be reissued as such Claims are Allowed by Final Order or settlement) and grant a first priority lien to such Holders on the RCT Assets entitling each Holder of an Allowed TLV Reclamation Claim to its Ratable Proportion of the RCT Assets up to the total amount of each Holder's Allowed TLV Reclamation Claim, in full satisfaction, settlement, release and discharge of each Allowed TLV Reclamation Claim against the RCT Assets. Reconciliation of Class 3(B) Claims shall be done in accordance with section III.C. herein. The Class 3B Preferred Interests shall earn interest which shall begin to accrue 60 days after the Effective Date at the Wall Street Journal listed prime rate.

As additional security for the Class 3B Preferred Interests, Core-Mark Newco shall provide a junior secured guarantee under the terms outlined in the Revised Term Sheet.

(c) *Voting:* Class 3(B) is impaired and Holders of Class 3(B) Claims are entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Assuming the treatment outlined in the Revised Term Sheet and herein is approved by the Court, Allowed Class 3(B) Claims are currently estimated to be in the range of \$43-\$60 million as of the Effective Date prior to giving effect to any of the deductions asserted by the Debtors as of the Effective Date which shall be transferred to the RCT and will be paid in full under the Plan by the RCT or Core-Mark Newco as outlined in the Disclosure Statement and the Revised Term Sheet filed therewith.

6. Class 3 (C)—DSD Trust Claims

(a) *Classification:* Class 3(C) consists of all Allowed DSD Trust Claims.

(b) *Treatment:* Each Holder of an Allowed DSD Trust Claim shall be paid in full satisfaction, settlement, release and discharge of each Allowed DSD Trust Claim in Cash their Ratable Proportion of the DSD Settlement Fund as outlined in the DSD Settlement Agreement.

(c) *Voting:* Class 3(C) is impaired and Holders of Claims in Class 3(C) are entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* The DSD Settlement Fund pursuant to the DSD Settlement Agreement shall be in the amount of \$17.5 million.

7. Class 4—PACA/PASA Claims

(a) *Classification:* Class 4 consists of all Allowed PACA/PASA Claims.

(b) *Treatment:* In full satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed PACA/PASA Claim that is due and payable on or prior to the Effective Date, on the Effective Date or as soon as practicable thereafter, the Holder of such Claim shall be paid the principal amount of such Claim, unless the Holder consents to other treatment.

(c) *Voting:* Class 4 is unimpaired and Holders of Allowed Claims in Class 4 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 4 are not entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Allowed Class 4 Claims which shall be paid in full under the Plan are currently estimated to be in the range of \$8-\$14 million as of the Effective Date.

8. Class 5—Non-TLV Reclamation Claims

(a) *Classification:* Class 5 consists of Non-TLV Reclamation Claims.

(b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, the RCT, shall issue the Class 5 Preferred Interests in favor of the Holders of Allowed Non-TLV Reclamation Claims in the estimated aggregate amounts of their Allowed Claims under the terms and conditions outlined in the Revised Term Sheet (with the interests to be reissued as such Claims are Allowed by Final Order or settlement) and grant a second priority lien on the RCT Assets entitling each Holder to its Ratable Proportion of the RCT Assets after (i) all Class 3(B) Claims are paid in full; and (ii) Core-Mark Newco is reimbursed for any payment under the TLV Guaranty. Reconciliation of Class 5 Claims shall be done in accordance with section III.C herein.

As additional security for the Class 5 Preferred Interests Core-Mark Newco shall provide a junior secured guarantee under the terms outlined in the Revised Term Sheet.

(c) *Voting:* Class 5 is impaired and Holders of Allowed Claims in Class 5 are entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Assuming the treatment outlined in the Revised Term Sheet and herein is approved by the Court, Allowed Class 5 Claims are currently estimated to be in the range of \$62-\$90 million as of the Effective Date prior to giving effect to any of the deductions asserted by the Debtors. Holders of Class 5 claims will be paid a Ratable Proportion of their Allowed Non-TLV Reclamation Claim, up to the full amount of their Allowed Net Non-TLV Reclamation Claim by the RCT or Core-Mark Newco as outlined in the Disclosure Statement and the Revised Term Sheet. Further, in the event the RCT has proceeds for distribution after satisfaction of all Allowed TLV Reclamation Claims and Net Non-TLV Reclamation Claims and repayment to Core-Mark Newco of advances under the TLV or Non-TLV Guarantees, the Holders of Allowed Class 5 Claims shall be entitled to be paid their pro rata share of the remaining RCT Assets up to the full amount of their Allowed Non-TLV Reclamation Claim.

9. *Class 6(A)—General Unsecured Claims other than Convenience Claims and Senior Subordinated Note Claims*

(a) *Classification:* Class 6(A) consists of all Allowed General Unsecured Claims other than Convenience Claims and Senior Subordinated Note Claims.

(b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed General Unsecured Claim other than Convenience Claims and Senior Subordinated Note Claims shall be paid in full satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed General Unsecured Claim other than Convenience Claims and Senior Subordinated Note Claims, at the Debtors' option, in one or a combination of the following manners: (i) issuance of a Ratable Proportion of New Common Stock, with such Ratable Proportion to be determined as if Classes 6(A) and 6(B) were a single Class, and subject to dilution from the issuance of warrants to the Tranche B Lenders, to the Holders of Senior Subordinated Notes and through the Management Incentive Plan; and/or (ii) in the event the Debtors, with the consent of the Creditors Committee, elect to sell some or all of their assets as outlined herein, a Ratable Proportion of Cash remaining from the sale of such assets after all of the Allowed Unclassified Claims and Claims of Holders in Classes 1 through 5 have been satisfied in full, with such Ratable Proportion to be determined as if Classes 6(A) and 6(B) were a single Class.

(c) As additional consideration, each Holder of an Allowed General Unsecured Claim in Class 6(A) shall be entitled to a Ratable Proportion of excess proceeds, if any, available from the PCT after payment by the PCT of all Claims and obligations required to be made by the PCT under the Plan or the PCT Agreement, with such Ratable Proportion to be determined as if Classes 6(A) and 6(B) were a single Class. Pursuant to the Revised Term Sheet, the RCT shall pay any excess proceeds, if available, after payment of all Claims and obligations of the RCT, to the PCT.

(d) *Voting:* Class 6(A) is impaired and Holders of Claims in Class 6(A) are entitled to vote to accept or reject the Plan.

(e) *Claims Estimate:* Allowed Class 6(A) Claims are currently estimated to be in the range of \$1.8-\$2.6 billion as of the Effective Date. Based on this estimated range of Allowed Claims and the estimated value of New Common Stock, the Holders of Class 6(A) Claims shall be receiving stock on the Effective Date in Core-Mark Newco with a value equal to approximately 4% to 7% of the Allowed Amount of each such Holders' Claim⁶⁵.

⁶⁵ Holders of Senior Notes shall receive a higher recovery due to their contractual seniority to the Holders of Senior Subordinated Notes. Holders of Senior Notes shall receive stock in Core-Mark Newco with a value equal to approximately 11.5% of the Allowed amount of such Holder's Claim.

10. *Class 6(B)—Senior Subordinated Note Claims*

(a) *Classification:* Class 6(B) consists of all Allowed Senior Subordinated Note Claims.

(b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Senior Subordinated Note Claim shall be paid in full satisfaction, settlement, release, and discharge of and in exchange for each and every Allowed Senior Subordinated Note Claim, subject to the contractual seniority of the Senior Notes, at the Debtors' option, in one or a combination of the following manners: (i) issuance of a Ratable Proportion of New Common Stock, with such Ratable Proportion to be determined as if Classes 6(A) and 6(B) were a single Class, and subject to dilution from the issuance of warrants to the Tranche B Lenders, the Holders of Senior Subordinated Notes and through the Management Incentive Plan; and/or (ii) in the event the Debtors, with the consent of the Creditors Committee, elect to sell some or all of their assets as outlined herein, a Ratable Proportion of Cash remaining from the sale of such assets after all of the Allowed Unclassified Claims and Claims of Holders in Classes 1 through 5 have been satisfied in full, with such Ratable Proportion to be determined as if Classes 6(A) and 6(B) were a single Class. As additional consideration, subject to the contractual seniority of the Senior Notes, each Holder of a Senior Subordinated Note Claim in Class 6(B) shall be entitled to a Ratable Proportion of excess proceeds, if any, available from the PCT after payment by the PCT of all Claims and obligations required to be made by the PCT under the Plan or the PCT Agreement, with such Ratable Proportion to be determined as if Classes 6(A) and 6(B) were a single Class. Pursuant to the Revised Term Sheet, the RCT shall pay any excess proceeds, if available, after payment of all Claims and obligations of the RCT, to the PCT.

(c) As further consideration, not subject to the contractual seniority of the Senior Notes, Holders of Class 6(B) Claims shall receive a distribution of nondilutive warrants that when struck will result in the Holders of Senior Subordinated Notes receiving 8% of the New Common Stock on a fully diluted basis. The strike price of the warrants shall be determined using Core-Mark Newco's reorganization value, determined on a per share basis and adding a premium equal to 35% per share. The warrants shall expire 7 years after the Effective Date.

(d) *Voting:* Class 6(B) is impaired and Holders of Claims in Class 6(B) are entitled to vote to accept or reject the Plan.

(e) *Claims Estimate:* Allowed Class 6(B) Claims are currently estimated to be approximately \$830 million as of the Effective Date. Based on this estimate of Allowed Claims, the Holders of Class 6(B) Claims shall be receiving value equal to approximately .05% to 1.0% of the Allowed amount of each such Holder's Claim.⁷⁶

11. *Class 7 - Convenience Claims*

(a) *Classification:* Class 7 consists of all General Unsecured Claims, other than the Claims of Holders of Old Notes, of \$5,000 or less held by a single Holder. Holders of Old Notes and General Unsecured Claims in excess of \$5,000 may not opt into Class 7.

(b) *Treatment:* On or as soon as practicable after the Effective Date, each Holder of an Allowed Class 7 Claim shall receive, in full and final satisfaction of such Claim, a Cash distribution equal to 10% of the amount of its Class 7 Claim, *provided however*, the aggregate amount of such Allowed Class 7 Claims shall not exceed \$10,000,000. If the aggregate amount of the Allowed Class 7 Claims exceeds \$10,000,000, each Holder of an Allowed Class 7 Claim shall receive its Ratable Proportion of \$1,000,000.

⁷⁶ These warrants will have no intrinsic value as of the Effective Date because the strike price is in excess of Core-Mark Newco's reorganization value per share, and are valued at approximately \$5-6 million using a warrant valuation model based on Black-Scholes.

(c) *Voting:* Class 7 is impaired, and Holders of Class 7 Claims are entitled to vote to accept or reject the Plan.

(d) *Claims Estimate:* Allowed Class 7 Claims are currently estimated to be in the range of \$5-\$10 million as of the Effective Date.

12. *Class 8 - Equity Interests*

(a) *Classification:* Class 8 consists of all Equity Interests.

(b) *Treatment:* Receives no distribution and are canceled as of the Effective Date.

(c) *Voting:* Class 8 is impaired, but because no distributions will be made to Holders of Class 8 Equity Interests nor will such Holders retain any property, such Holders are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Class 8 is not entitled to vote to accept or reject the Plan.

13. *Class 9 - Intercompany Claims*

(a) *Classification:* Class 9 consists of all Intercompany Claims.

(b) *Treatment:* Receives no distribution and are canceled as of the Effective Date.

(c) *Voting:* Class 9 is impaired, but because no distributions will be made to Holders of Class 9 Claims nor will such Holders retain any property, such Holders are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Class 9 is not entitled to vote to accept or reject the Plan.

14. *Class 10 – Other Securities Claims and Interests*

(a) *Classification:* Class 10 consists of all Other Securities Claims and Interests of whatever kind or nature.

(b) *Treatment:* Receives no distribution and are cancelled and discharged as of the Effective Date.

(c) *Voting:* Class 10 is impaired, but because no distributions will be made to Holders of Class 10 Claims, such Holders are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Class 10 is not entitled to vote to accept or reject the Plan.

C. *Additional Provisions Governing Reclamation Claims*

The total amount of Allowed Reclamation Claims to be satisfied by the RCT shall be reconciled pursuant to the methodology described in Exhibit A attached to the Revised Term Sheet, but in any event shall not exceed \$150 million prior to the application of any reduction including the Prepetition Non-TLV Reclamation Claim Reduction. In the event the Allowed Reclamation Claims exceed \$150 million, the Allowed Non-TLV Reclamation Claims shall be reduced pro rata.

D. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights in respect of any Unimpaired Claims, including, but not limited to, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, such Unimpaired Claims.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. *Voting Classes*

Each Holder of an Allowed Claim in Classes 1(B), 3(B), 3(C), 5, 6(A), 6(B) and 7 shall be entitled to vote to accept or reject the Plan.

B. *Acceptance by Impaired Classes*

An Impaired Class of Claims shall have accepted the Plan if (a) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (b) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

C. *Presumed Acceptance of Plan*

Classes 1(A), 2, 3(A) and 4 are unimpaired under the Plan and, therefore, are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

D. *Presumed Rejection of Plan*

Classes 8, 9 and 10 are impaired and shall receive no distributions and, therefore, are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

E. *Non-Consensual Confirmation*

The Debtors and the Committee will seek Confirmation of the Plan under section 1129(b) of the Bankruptcy Code, to the extent applicable based on the deemed rejection by Classes 8, 9 and 10 and if any Voting Class fails to accept the Plan in accordance with section 1129(a)(8) of the Bankruptcy Code. The Debtors and the Committee reserve the right (a) to request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code and/or (b) to modify the Plan in accordance with section XIV.D. hereof.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. *Substantive Consolidation*

This Plan is premised upon the limited substantive consolidation of the Debtors solely for purposes of actions associated with the Confirmation of this Plan and occurrence of the Effective Date, including, but not limited to, voting, confirmation and distribution. As a result of this limited substantive consolidation, a Holder of Claims against one or more of the Debtors arising from or relating to the same underlying debt that would otherwise constitute Allowed Claims against two or more Debtors, including, without limitation, Claims based on joint and several liability, contribution, indemnity, subrogation, reimbursement, surety, guaranty, co-maker and similar concepts, shall have only one Allowed Claim on account of such Claims. This Plan does not contemplate the merger or dissolution of any Debtor which is currently operating or which currently owns operating assets or the transfer or further commingling of any asset of any Debtor, except that the assets of Fleming and certain Filing Subsidiaries already being used by Fleming Convenience in its operations shall be formally vested in Core-Mark Newco, or one of the Reorganized Debtors and except to accomplish the distributions under this Plan. Such limited substantive consolidation shall not affect (other than for Plan voting, treatment, and/or distribution purposes) (i) the legal and corporate structures of the Reorganized Debtors or (ii) Equity Interests in the Filing Subsidiaries.

This Plan shall serve as a motion seeking entry of an order substantively consolidating the Chapter 11 Cases, as described herein. Unless an objection to substantive consolidation is made in writing by any creditor affected by this Plan as herein provided on or before 10 days prior to the date that is fixed by the Bankruptcy Court

as the last date on which acceptances to this Plan may be received, or such other date as may be fixed by the Bankruptcy Court, the substantive consolidation order (which may be the Confirmation Order) may be entered by the Bankruptcy Court. In the event any such objections are timely filed, a hearing with respect thereto shall be scheduled by the Bankruptcy Court, which hearing may, but need not, coincide with the Confirmation Hearing. The substantive consolidation proposed herein shall not alter the obligation of each Debtor to pay quarterly fees under 28 U.S.C. section 1930(a)(6) until such Debtor's case is converted, dismissed or closed.

B. *Continued Corporate Existence and Vesting of Assets in the Reorganized Debtors*

Each Reorganized Debtor shall continue to exist after the Effective Date as a separate legal entity, each with all the powers of a corporation or partnership, as applicable, under the laws of its respective jurisdiction of organization and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under such applicable state law. Except as otherwise provided in the Plan, on and after the Effective Date all property of the Estate and any property acquired by the Reorganized Debtors under the Plan shall vest in the applicable Reorganized Debtor, free and clear of all Claims, liens, charges, or other encumbrances. On and after the Effective Date, the Reorganized Debtors may operate their respective businesses and may use, acquire or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order.

C. *Cancellation of Old Notes, Old Stock and Other Equity Interests*

On the Effective Date, except to the extent otherwise provided herein, all notes, instruments, certificates, and other documents evidencing (a) the Old Notes, (b) the Old Stock and (c) any stock options, warrants or other rights to purchase Old Stock shall be canceled and the obligations of the Debtors thereunder or in any way related thereto shall be discharged. On the Effective Date, except to the extent otherwise provided herein, any indenture relating to any of the foregoing, including, without limitation, the Indentures, shall be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder, except for the obligation to indemnify the Old Notes Trustees, shall be discharged; *provided that* the indentures that govern the rights of the Holder of a Claim and that are administered by the Old Notes Trustees, an agent or servicer shall continue in effect solely for the purposes of (y) allowing the Old Notes Trustees, agent or servicer to make the distributions to be made on account of such Claims under the Plan and to perform such other necessary administrative functions with respect thereto and (z) permitting the Old Notes Trustees, agent or servicer to maintain any rights or liens it may have for fees, costs and expenses under such Indenture or other agreement. Any reasonable compensation, fees, expenses or disbursements due to any of the Old Notes Trustees, agent or servicer pursuant to the Indentures and the Plan, including, without limitation, attorneys' and agents' fees, expenses and disbursements incurred by the Old Notes Trustees and their predecessors, shall be paid directly to the Old Note Trustees by the Debtors and shall not be deducted from any distributions to the Holders of Claims and Equity Interests.

D. *Issuance of New Securities; Execution of Related Documents*

On or as soon as practicable after the Effective Date, Core-Mark Newco shall issue all securities, notes, instruments, certificates and other documents of Core-Mark Newco required to be issued pursuant hereto, including, without limitation, the New Common Stock, which shall be distributed as provided herein. Core-Mark Newco shall execute and deliver such other agreements, documents and instruments, as is necessary to effectuate the Plan.

E. *Restructuring Transactions*

On or before the Effective Date, Fleming intends to (i) dissolve all other of its direct or indirectly wholly owned Debtor subsidiaries other than (a) Core-Mark International, Inc.; (b) Core-Mark Mid Continent, Inc.; (c) General Acceptance Corporation; (d) Core-Mark Interrelated Companies, Inc.; (e) CM Products, Inc.; (f) ASI Office Automation, Inc.; (g) E.A. Morris Distributors Limited; (h) Head Distributing Company; (i) Marquise Ventures Company, Inc.; and (j) Minter-Weisman Co. and (ii) transfer the convenience store assets that are part of its Leitchfield, Kentucky Division to ~~either Core-Mark International, Inc. or one of the Reorganized Debtors~~. The specific recipient of these assets will be determined prior to the Confirmation Date.

On or before the Effective Date, Core-Mark Newco, a Delaware corporation, shall be formed by certain of the Debtors' creditors or a nominee on their behalf. Core-Mark Newco shall then form two wholly-owned subsidiaries, Core-Mark Holdings I and Core-Mark Holdings II, both Delaware corporations, and make a capital contribution of its stock to these entities. Core-Mark Holdings I and Core-Mark Holdings II shall form another subsidiary, Core-Mark Holdings III, owned equally by Core-Mark Holdings I and Core-Mark Holdings II, and shall make a capital contribution of the stock of Core-Mark Newco to Core-Mark Holdings III. On the Effective Date, Fleming will transfer the stock of the Reorganized Debtors to Core-Mark Holdings III and Fleming will receive, in exchange for such stock, stock of Core-Mark Newco. Fleming will then transfer to Core-Mark Holding III a portion of Core-Mark Newco's stock to satisfy Disputed Claims and Core-Mark Holdings III will hold such stock, not for its own account, but rather in trust in its role as fiduciary for the benefit of holders of Disputed Claims in Classes 6(A) and 6(B). Fleming will distribute the Core-Mark Newco stock received from Core-Mark Holdings III, and not transferred to Core-Mark Holdings III pursuant to the preceding sentence, to its creditors in accordance with the Plan of Reorganization. Core-Mark Holdings III, as fiduciary for holders of Disputed Claims in Classes 6(A) and 6(B), will transfer stock of Core-Mark Newco to Holders of Classes 6(A) and 6(B) Claims as such claims are resolved. Once these transactions have occurred, the creditors of Fleming, participants in the Management Incentive Plan and persons acquiring Core-Mark Newco equity as a result of the exercise of warrants will be the owners of Core-Mark Newco, which will act as the holding company for the convenience store business. Core-Mark Newco will then own 100% of each of Core-Mark Holdings I and Core-Mark Holdings II, and those two entities will each own 50% of stock of Core-Mark Holdings III. Core-Mark Holdings III will own the Reorganized Debtors.

On or after the Effective Date, the Reorganized Debtors may continue to enter into such transactions and may continue to take such actions as may be necessary or appropriate to effect a further corporate restructuring of their respective businesses, including actions necessary to simplify, reorganize and rationalize the overall reorganized corporate structure of the Reorganized Debtors. While the Debtors are presently evaluating potential restructuring transactions, the contemplated transactions may include (i) dissolving various additional unnecessary subsidiary companies, including certain of the Reorganized Debtors, (ii) filing appropriate certificates or articles of merger, consolidation or dissolution pursuant to applicable state law and (iii) any other action reasonably necessary or appropriate in connection with the contemplated transactions. In each case in which the surviving, resulting or acquiring corporation in any of these transactions is a successor to a Reorganized Debtor, such surviving, resulting or acquiring corporation will perform the obligations of the applicable Reorganized Debtor pursuant to the Plan, to pay or otherwise satisfy the Allowed Claims against such Reorganized Debtor. **The Debtors shall file a notice of merger, consolidation or dissolution involving any of the Debtors with the Bankruptcy Court within fifteen days after the filing of the appropriate articles or certificates pursuant to state law.**

F. *Corporate Governance, Directors and Officers, and Corporate Action*

1. *Amended Certificate of Incorporation and By-laws*

After the Effective Date, the Reorganized Debtors, as applicable, may, if necessary, reincorporate in their respective states of incorporation and file their Restated Certificates of Incorporation with the Secretary of State in the state in which they are incorporated. After the Effective Date, the Reorganized Debtors may, if necessary, amend and restate their Restated Certificates of Incorporation and other constituent documents as permitted by applicable law.

2. *Directors and Officers of the Reorganized Debtors*

Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, as of the Effective Date, the principal officers of the Debtors immediately prior to the Effective Date will be the officers of the Reorganized Debtors. The principal officers of Core-Mark Newco are presently anticipated to be the following: J. Michael Walsh, President and Chief Executive Officer; Henry Hautau, Vice President, Employee and Corporate Services and Assistant Secretary; Stacy Loretz-Congdon, Treasurer and Assistant Secretary; Gregory P. Antholzner, Controller and Assistant Secretary; Basil P. Prokop, President, Canada Division; Tom Barry, Vice President, National Accounts; Gerald Bolduc, Vice President, Information Technology and Chief Information Officer; David W. Dresser, Vice President, Merchandising; Thomas Small, Vice President, Operations; Chris Walsh, Vice President, Marketing; Tom Perkins, Vice President, U.S. Divisions; Scott McPherson, Vice President, U.S. Divisions; and Cyril Wan, Assistant Secretary.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, on or prior to the Confirmation Date, the identity and affiliations of any Person proposed to serve on the initial board of directors of Core-Mark Newco and each Reorganized Debtor. The initial board of directors of Core-Mark Newco is presently contemplated to consist of five members, the Chief Executive Officer of Core-Mark Newco, two representatives selected by the Committee and two independent directors to be mutually agreed upon by the Debtors and the Committee. To the extent any such Person is an “insider” under the Bankruptcy Code, the nature of any compensation for such Person will also be disclosed. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of such Reorganized Debtor’s certificate of incorporation and other constituent documents.

3. *Corporate Action*

After the Effective Date, the adoption and filing, if necessary, of any of the Reorganized Debtors’ Restated Certificates of Incorporation, the approval of their Restated By-laws, the appointment of directors and officers for Core-Mark Newco, the adoption of the Management Incentive Plan, and all other actions contemplated hereby with respect to each of the Reorganized Debtors shall be authorized and approved in all respects (subject to the provisions hereof). All matters provided for herein involving the corporate structure of any Debtor or any Reorganized Debtor, and any corporate action required by any Debtor or any Reorganized Debtor in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders or directors of such Debtor or Reorganized Debtor. On the Effective Date, the appropriate officers of each Reorganized Debtor and members of the board of directors of each Reorganized Debtor are authorized and directed to issue, execute and deliver the agreements, documents, securities and instruments contemplated by the Plan in the name of and on behalf of such Reorganized Debtor.

G. *PCT*

1. *Formation/Purpose*

On the Effective Date or as soon as practicable thereafter, the Debtors and the Committee will form the PCT to administer certain post-confirmation responsibilities under the Plan, including, but not necessarily limited to, those responsibilities associated with the pursuit and collection of the Litigation Claims and Causes of Action other than those which are RCT Assets and the reconciliation and payment of Claims, other than Reclamation Claims (except that reconciliation of Class 6(A) Claims of Reclamation Creditors, but not the payment of such Claims, shall be the responsibility of the RCT).

2. *Powers*

The powers, authority, responsibilities and duties of the PCT and the allocation of such powers, authority, responsibilities and duties between Core-Mark Newco and the PCT, shall be set forth and governed by the PCT Agreement to be mutually agreed upon by the Debtors and the Committee. A copy of the draft PCT Agreement is attached to the Disclosure Statement as Exhibit 9. The Debtors and the Committee shall also mutually agree upon appointment of the PCT Representative who shall have the power to administer the PCT and will be advised by the PCT Advisory Board as specified in the PCT Agreement. The PCT Advisory Board shall consist of four members plus the PCT Representative, two members designated by Core-Mark Newco, one member designated by the Committee other than trade members and the PBGC, who shall be an Old Note Holder that holds in excess of 3.5% or greater of the total outstanding equity securities of Core-Mark Newco received as a result of the distribution of such equity to Holders of Class 6(A) Claims under the Plan and one member to be designated mutually by the trade members of the Committee and the OCRC, which member shall be a Holder of a Class 6(A) Claim, other than with respect to the Old Notes, against which there is not pending (or against which the Debtors or the PCT do not reasonably contemplate bringing) a Cause of Action other than a Cause of Action which is an RCT Asset.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, on or prior to the Confirmation Date, the identity and any affiliations of any Person proposed to serve on the initial PCT Advisory Board as well as the identity and affiliations of the PCT Representative. To the extent any such Person is an “insider” under the Bankruptcy Code, the nature of any compensation for such Person will also be disclosed.

3. Assets of the PCT

On the Effective Date or as soon as practicable thereafter, the Debtors, the Reorganized Debtors and Core-Mark Newco, as applicable, shall transfer, assign and deliver to the PCT, the PCT Assets (the "PCT Assets") as outlined in the PCT Agreement. The PCT Assets do not include any RCT Assets. Subject to the preceding exclusion of all RCT Assets, the PCT Assets shall consist of all of the following assets of the Debtors:

- (a) cash balances sufficient to pay the estimated Administrative Claims that are the responsibility of the PCT;
- (b) non-reclamation trade accounts receivable including credits for post-petition deductions, other than the pre-petition and post petition trade accounts receivable and post-petition deductions of the continuing Fleming Convenience business;
- (c) royalty payments owing to the Debtors related to the sale of the Fleming wholesale operations;
- (d) Litigation Claims which consist primarily of vendor-related receivables, primarily for uncollected promotional allowances (e.g. rebates, discounts, price reductions), unreimbursed funds related to military receivables and funds wired in advance for inventory for which invoices were not processed and inventory not shipped, but not including vendor deductions incurred in the ordinary course of business of the Fleming Convenience business which shall remain with Core-Mark Newco;
- (e) Avoidance Actions, especially preference actions as outlined in section 547 of the Bankruptcy Code;
- (f) restricted cash, including the PACA account, the FSA Reserves (subject to all Allowed Claims of FSA Participants and the applicable restrictions and requirements relating to distribution of the FSA Reserve pursuant to the terms of the Orders governing the FSA Reserve (Docket Nos. 3142 & 5224), which were binding on the Debtors prior to transfer of the FSA Reserve to the PCT) and the Professional Fee Escrow Account;
- (g) any and all other Claims and Causes of Action of the Debtors, including but not limited to those outlined in section VI hereof, Exhibit A hereto and section VII of the Disclosure Statement, other than Causes of Action related to the fire loss at the Denver warehouse occurring in December, 2002 which shall be transferred to Core-Mark Newco, and other than claims and Causes of Action waived, exculpated or released in accordance with the provisions of the Plan;
- (h) any assets of the RCT referred or assigned to the PCT whether vendor deductions, preference claims or otherwise (on terms that have been mutually agreed upon by the RCT and the PCT);
- (i) any cash proceeds of settlements for customer accounts receivables, vendor deductions, over-wires and preferences (exclusive of those related to either Fleming Convenience or the RCT Assets) in excess of \$9 million collected by the Debtors from April 1, 2004 to the Effective Date which are being held in an escrow account;
- (j) \$3.0 million in cash for administration of the PCT; and
- (k) all of the remaining assets of the Debtors, other than the assets of the Reorganized Debtors and the assets of Fleming Convenience which will have been transferred to Core-Mark Newco and the Reorganized Debtors.

The PCT Assets do not include: (1) any of the RCT Assets; (2) any of the assets of the continuing Fleming Convenience businesses which are to be transferred to Core-Mark Newco and the Reorganized Debtors; and (3) the stock of Core-Mark Newco and the stock of the Reorganized Debtors.

The PCT Assets shall be held by the PCT for the beneficiaries of the PCT subject to the terms and conditions of the Plan and the PCT Agreement. The PCT shall administer the directors and officers insurance

policies maintained pursuant to section XII.D. and all proceeds of such policies shall benefit the D&O Releasees and the prepetition directors and officers of the Debtors who are covered by the directors and officers insurance policies as well as the PCT to the extent the PCT or other Party has a valid Claim against a D&O Releasee or a prepetition director or officer of the Debtors who is covered by the director and officer insurance policies.

4. Liabilities of the PCT

The liabilities transferred to the PCT shall include, but not necessarily be limited to, Priority Tax Claims, Other Priority Non-Tax Claims, Property Tax Claims, Other Secured Claims, PACA/PASA Claims, FSA liability, General Unsecured Claims (solely for purposes of resolution), Convenience Claims and certain Administrative Claims that have not been satisfied on the Effective Date of the Plan, other than the Administrative Claims of Fleming Convenience.

5. Funding

On the Effective Date, or as soon as practicable thereafter, the Debtors, the Reorganized Debtors and Core-Mark Newco will transfer to the PCT certain cash on hand and/or certain proceeds from the Exit Financing Facility and the Tranche B Loan necessary for the PCT to make the payments required on Allowed Claims pursuant to the Plan and the PCT Agreement. In addition, the PCT shall have available the proceeds from the prosecution of Causes of Action. Core-Mark Newco and the Reorganized Debtors shall retain the remainder of the cash and/or proceeds from the Exit Financing Facility and the Tranche B Loan to operate their businesses. The capital structure of Core-Mark Newco, the Reorganized Debtors and the PCT on the Effective Date are outlined on Exhibit 3 to the Disclosure Statement.

6. Administrative Claims Guaranty

As set forth in the estimates included on Exhibit 3 of the Disclosure Statement, the Debtors currently estimate that, on the Effective Date, administrative claims (other than Professional Fees) transferred to the PCT will total \$52 million, consisting of General accounts payable of \$3 million, Health and welfare benefits of \$5 million, Severance and stay program of \$27 million and Other administrative claims of \$17 million (collectively, the "relevant administrative claims"). In the event that the relevant administrative claims that are ultimately paid by the PCT after the Effective Date exceed the above referenced estimated amounts by more than \$4 million, such amounts over the \$4 million shall be reimbursed by Core-Mark Newco. In the event any of the relevant administrative claims against the Debtors currently anticipated to be satisfied post-Effective Date through the PCT are, instead, settled through entry of an Order of the Bankruptcy Court approving such settlement pre-Effective Date at a level lower than currently budgeted in the PCT projections then, in such event, 50% of the net savings from any such Court approved settlement below current budgeted levels (after reasonable deduction for legal fees and other resolution costs) shall be paid to the RCT on the Effective Date (the "Administrative Claims Savings"). Once the aggregate distributions from the PCT to the RCT (inclusive of any Administrative Claims Savings paid to the RCT), have reached \$10 million then, in such event, any additional distributions to the RCT shall effect a reduction of the maximum amount of the Non-TLV Guaranty by an amount equal to 50% of any such aggregate additional distributions. Notwithstanding the forgoing, the parties recognize that the Bankruptcy Court could ultimately determine that certain of the relevant administrative claims which are subject to the Administrative Claim Guaranty may be reclassified by the Court as priority claims and correspondingly, certain priority claims may be reclassified as relevant administrative claims. Irrespective of such reclassification by the Bankruptcy Court, for purposes of calculating the amount which may be owed, if any, on the Administrative Claim Guaranty, the classification assigned to those claims as outlined in Exhibit 3 of the Disclosure Statement shall govern.

7. PCT Beneficiaries and Creditors

The beneficiaries of the PCT, ~~after satisfaction of all liabilities to~~ shall be satisfied by the PCT as outlined in the Plan including **Holders of Allowed Class 6(A) and Class 6(B) Claims. The PCT will also make payments to Holders of Allowed** Administrative Claims, Priority Tax Claims, Other Priority Non-Tax Claims, **Priority** Property Tax Claims, **Other Secured Claims,** PACA/PASA Claims, ~~FSA liabilities~~ and Convenience Claims **solely in satisfaction of liabilities assumed by the PCT** and all PCT expenses. **such Claim Holders shall not be treated as beneficiaries of the PCT for any purpose. After satisfaction of all such liabilities, the PCT will also make payments to** (i) Core-Mark Newco, in the amount necessary to reimburse Core-Mark Newco for any payments

made on the TLV Guaranty or Non-TLV Guaranty as outlined herein; (ii) the RCT, in the event all Reclamation Claims and interest thereon as applicable together with the Prepetition Non-TLV Reclamation Claim Reduction, have not been paid in full by the RCT,⁸⁷ (iii) Core-Mark Newco in the amount necessary to reimburse Core-Mark Newco for any payments made on the Administrative Claims Guaranty in the event the Reclamation Claims and the Prepetition Non-TLV Reclamation Claim Reduction have been paid in full by the RCT and (iv) thereafter the Class 6(A) and 6(B) General Unsecured Creditors, ~~at which time the RCT will terminate with any remaining assets delivered to the PCT~~ pro rata.

8. Good Faith

Each of the PCT Representative and the PCT Advisory Board shall act in good faith in carrying out its duties and responsibilities and use its best efforts to liquidate and resolve Claims, disputes and maximize the value of the PCT's assets and minimize claims against the PCT.

H. RCT

1. Formation/Purpose

On the Plan Effective Date or as soon as practicable thereafter, the Debtors, the OCRC and the Committee will form the RCT to administer certain post-confirmation responsibilities under the Plan, including but not necessarily limited to those responsibilities associated with the pursuit and collection of the RCT Assets and payment of Reclamation Claims.

2. Assets of the RCT

On the Effective Date or as soon as practicable thereafter, the Debtors, the Reorganized Debtors and Core-Mark Newco, as applicable, shall transfer, assign and deliver to the RCT the RCT Assets as outlined in the RCT Agreement or the Revised Term Sheet. The RCT Assets shall include assets of the Debtors (more specifically set forth in the Revised Term Sheet) as follows:

(a) Vendor Deductions, over-wires, preference claims, Causes of Action and other rights of the Debtors as against Reclamation Creditors, other than the post-petition deductions and post-petition over-wires with respect to Fleming Convenience which shall be transferred to Core-Mark Newco;

(b) \$3.0 million in cash for administration of the RCT; and

(c) Any cash proceeds which are collected by the Debtors from Reclamation Creditors for payment of preference liability, deduction liability and over-wire liability (except for post-petition vendor deductions and post-petition over-wire liability related to Fleming Convenience) from and after March 23, 2004 to the Effective Date which are being held in an escrow account.

3. Liabilities of the RCT

The Reclamation Liabilities transferred to the RCT shall include any and all claims asserted against the Debtors by the Reclamation Creditors, including Administrative Claims (other than Administrative Claims against Fleming Convenience), Priority Claims, TLV Reclamation Claims and Non-TLV Reclamation Claims, but not including any DSD Trust Claims, PACA/PASA Claims⁹⁸ or General Unsecured Claims held by Reclamation Creditors.

⁸⁷ Holders of Class 5 Claims shall not be entitled to a double distribution on account of any Non-TLV Reclamation Claims Reduction related payments and the PCT shall establish its holdbacks or the RCT shall otherwise adjust its distributions accordingly.

⁹⁸ The liability for DSD Trust Claims held by Reclamation Creditors shall remain with the DSD Trust and such claims shall be reconciled and paid, if Allowed, by the DSD Trust. The liability for PACA/PASA Claims held

4. Powers

The Powers, authority, responsibilities and duties of the RCT and the allocation of such powers, authority, responsibilities and duties shall be set forth and governed by the Revised Term Sheet and set forth more fully in the RCT Agreement which shall be consistent with the Revised Term Sheet. A copy of the draft RCT Agreement is attached to the Disclosure Statement as Exhibit 12. The RCT shall be administered by the RCT Representative, to be selected by the OCRC.

In order to facilitate the claims reconciliation process and asset liquidation, the PCT and the RCT shall enter into a transition services agreement whereby the PCT shall provide resources to the RCT related to effecting the Claims reconciliation process. Such resources shall include, but not be limited to, access to the professional staff and employees of the PCT, computer systems, data bases and other relevant information. The RCT shall reimburse the PCT for the direct costs (e.g., professional staff and employee expense) and allocation of the indirect costs (e.g., facilities, computers, data storage facilities) with an allocation methodology to be agreed upon. Notwithstanding the foregoing, the RCT shall have no obligation to reimburse the PCT for indirect costs for the first 3 months after the Effective Date, or for (i) direct costs for the first six months after the Effective Date and (ii) indirect costs for months 4-6 after the Effective Date, up to an aggregate cap of \$1 million. On the Effective Date, the Debtors and the Committee shall, at their option, either (i) have the Debtors provide an additional \$1 million to the RCT for administrative expenses of the RCT or (ii) have the PCT provide the RCT with additional resources and services pursuant to the transition services agreement with a value of up to an additional \$1 million. However, once the RCT has received aggregate distributions of \$10 million from the PCT, inclusive of any amounts paid to the RCT with respect to the Administrative Claims Savings outlined in paragraph V.G.6. herein, the next \$1 million in Cash otherwise to be distributed by the PCT to the RCT shall, instead, be paid to Core-Mark Newco.

The RCT Representative shall be advised by an advisory board selected by the OCRC with representation by Holders of TLV Reclamation Claims (but only until TLV Reclamation Claims have been paid in full) and Holders of Non-TLV Reclamation Claims. The TLV Reclamation Creditors shall be the primary beneficiaries of the RCT and shall be entitled to be paid in full out of the first distributions to be made by the RCT before the Non-TLV Reclamation Creditors are entitled to any payment by the RCT.

5. Good Faith

Each of the RCT Representative and the RCT Advisory Board shall act in good faith in carrying out its duties and responsibilities and use its reasonable best efforts to liquidate and resolve Claims, disputes and maximize the value of the RCT's assets and minimize claims against the RCT.

I. *Creation of Professional Fee Escrow Account*

On or before the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and fund such Professional Fee Escrow at an appropriate level based upon the most current information available on the date the account is established. The Professional Fee Escrow Account will include a Cash reserve of \$1.1 million for the projected fees of the ad hoc reclamation committee, as well as sufficient funds to cover any professional fee claims that may be asserted based on substantial contribution, provided, however, the Debtors' reservation of such amounts shall in no way constitute an admission of liability for, or the validity of, any such fees.

by Reclamation Creditors shall remain with the PCT and such claims shall be reconciled and paid, if Allowed, by the PCT.

ARTICLE VI.

DEBTORS' RETAINED CAUSES OF ACTION

A. *Maintenance of Causes of Action*

Except as otherwise provided in the Plan, Core-Mark Newco, the Reorganized Debtors, the PCT, and the RCT, as applicable, shall retain all rights on behalf of the Debtors, Core-Mark Newco and the Reorganized Debtors to commence and pursue, as appropriate, in any court or other tribunal including, without limitation, in an adversary proceeding filed in one or more of the Debtors' Chapter 11 Cases, any and all Causes of Action, whether such Causes of Action accrued before or after the Petition Date, including, but not limited to, the actions specified in section VI.B. herein as well as those Causes of Action listed on Exhibit A filed herewith.

Except as otherwise provided in the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, any Claims, rights, and Causes of Action that the respective Debtors, Core-Mark Newco and the Reorganized Debtors may hold against any Person shall vest in Core-Mark Newco, the PCT, or the RCT, as applicable and such vesting shall be consistent with the Revised Term Sheet. Core-Mark Newco, the PCT, or the RCT, as applicable, shall retain and may exclusively enforce any and all such Claims, rights or Causes of Action, and commence, pursue and settle the Causes of Action in accordance with the Plan, provided the PCT may commence, pursue and settle non-RCT Causes of Action, as outlined more fully in the PCT Agreement and the RCT may commence, pursue and settle the RCT Causes of Action as outlined more fully in the RCT Agreement and the Revised Term Sheet. Core-Mark Newco, the PCT and the RCT, as applicable, shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such claims, rights, and Causes of Action without the consent or approval of any third party and without any further order of court. Notwithstanding any of the preceding, the retention and vesting of Causes of Action shall conform to the specifications set forth in the Revised Term Sheet.

B. *Preservation of Causes of Action*

The Debtors are currently investigating whether to pursue potential Causes of Action against any Creditors, Entities, or other Persons, but not as against the Releasees. The investigation has not been completed to date, and under the Plan, Core-Mark Newco, the PCT, and the RCT, as applicable, retain the right on behalf of the Debtors and Reorganized Debtors to commence and pursue any and all Causes of Action. Potential Causes of Action currently being investigated by the Debtors, which may, but need not, be pursued by the Debtors before the Effective Date or by Core-Mark Newco, the PCT, or the RCT, as applicable, after the Effective Date include, without limitation, the following Causes of Action:

- All actual or potential avoidance actions pursuant to any applicable section of the Bankruptcy Code including, without limitation, sections 544, 545, 547, 548, 549, 550, 551, 553(b) and/or 724(a) of the Bankruptcy Code, arising from any transaction involving or concerning the Debtors, and among others, without limitation, those entities listed on Exhibit A-3 and A-7;
- All actual or potential actions, whether legal, equitable or statutory in nature, for, or in any way involving, the collection of accounts receivable or general ledger items that are due and owing to Fleming or its subsidiaries, including without limitation trade receivables, rent and other lease and sublease charges, franchise and/or license fees, payments due under equipment leases and licenses, other miscellaneous charges, and principal and interest on promissory notes by any Person or Entity (collectively, the "Accounts Receivable"), including, but not limited to, the Accounts Receivable owed by those customers listed on Exhibit A-1 and A-2 hereto;
- All actual actions or potential actions, whether legal, equitable or statutory in nature, against customers, including, but not limited to, those customers listed in Exhibit A-1 and A-2, for Accounts Receivable, improper setoff, overpayment, claims under the facility standby agreement, or any other claim arising out of the customer relationship;
- All actual actions or potential actions, whether legal, equitable or statutory in nature, against vendors, including, but not limited to, those vendors listed on Exhibit A-4 hereto, for overpayment, improper

setoff, warranty, indemnity, retention of double payments, retention of mis-directed wires, deductions owing or improper deductions taken, claims for damages arising out of a military distribution relationship, claims for overpayment of drop-ship-delivery amounts, or any other claim arising out of the vendor relationship;

- All actual actions or potential actions against vendors for violation of the Trade Credit Program or the Trade Credit Program Letter Agreement as set forth in the Final Order Authorizing (I) Post- Petition Financing Pursuant To 11 U.S.C. § 364 And Bankruptcy Rule 4001(c); (II) Use Of Cash Collateral Pursuant To 11 U.S.C. § 363 And Bankruptcy Rules 4001(b) And (d); (III) Grant Of Adequate Protection Pursuant To 11 U.S.C. §§ 361 And 363; And (IV) Approving Secured Inventory Trade Credit Program And Granting Of Subordinate Liens, Pursuant To 11 U.S.C. §§105 And 364(c)(3) And Rule 4001(c) entered on May 7, 2003 and the Order Granting Motion for Order Authorizing the Payment of Critical Trade Vendors in Exchange for Continuing Relationship Pursuant to Customary Trade Terms, entered on May 6, 2003. The Debtors are still investigating which vendors they have actions against. A list of the vendors participating in the Critical Trade Lien Program is attached hereto as Exhibit A-7;
- All actual or potential actions, whether legal, equitable or statutory in nature, against Persons or Entities including vendors with respect to prepetition violations of applicable federal or state securities laws;
- All actual or potential breach of contract actions against any customers, vendors or Entities who improperly exited the Debtors' system or who violated the automatic stay after the Petition Date, including, but not limited to, those customers or vendors listed on Exhibit A -1, A-2, and A-3;
- All actual or potential actions, whether legal, equitable or statutory in nature, against landlords, lessees, sublessees, or assignees arising from various leases, subleases and assignment agreements relating thereto, including, without limitation, actions for unpaid rent, overcharges relating to taxes, common area maintenance and other similar charges, including, but not limited to, those claims identified on Exhibit A-10. In addition, two landlords, Massilon Food Company LLC and Tulsa Food Company, LLC, drew down on standby letters of credit under their respective leases shortly after the Debtors filed for bankruptcy. The Debtors are investigating whether these draw-downs were proper and reserve all rights to bring actions against these landlords;
- All actual or potential actions, whether legal, equitable or statutory in nature, against the Debtors' current or former insurance carriers to recover unpaid reimbursements and claims, overpayment of premiums and fees, claims for breach of contract, indemnity obligations or coverage or similar Causes of Action, including, but not limited to, those insurers listed on Exhibit A-12;
- All actual or potential Causes of Actions, whether legal, equitable or statutory in nature, against purchasers of assets from the Debtors relating to breach of the purchase agreement or unpaid compensation thereunder, including, but not limited to, those purchasers listed on Exhibit A-9;
- Any and all rights to payment against any taxing authority listed on Exhibit A-11 for any tax refunds, credits, overpayments or offsets that may be due and owing to the Debtors for taxes that the Debtors may have paid to any such taxing authority;
- All actions or potential actions, whether legal, equitable or statutory in nature, relating to deposits or other amounts owed by any creditor, lessor utility, supplier, vendor, landlord, sub-lessee, assignee or other Person or Entity;
- All actions or potential actions, whether legal, equitable or statutory in nature, relating to environmental and product liability matters;

- All actions or potential actions, whether legal, equitable or statutory in nature, arising out of, or relating to, the Debtors' intellectual property rights;
- Any litigation or lawsuit initiated by any of the Debtors that is currently pending, whether in the Bankruptcy Court, before the American Arbitration Association, or any other court or tribunal or initiated against the Debtors after the Petition Date for which the Debtors may have counterclaims or other rights, including, but, not limited to, those actions listed on Exhibit A -4 hereto;
- Potential actions against any of the prepetition directors, officers, employees, attorneys, financial advisors, accountants, investment bankers, agents and representatives of each Debtor and their respective subsidiaries, including, but not limited to those employees on Exhibit A-5 hereto, except the D&O Releasees, for breaches of fiduciary duty, negligent mismanagement, wasting of corporate assets, and diversion of corporate opportunity;
- All actual or potential actions, whether legal, equitable or statutory in nature, against all Persons except the D&O Releasees arising out of, or in connection with, any of the Debtors' prepetition management, operation and/or reporting of financial or other information;
- All actions or potential actions, whether legal, equitable or statutory in nature, against any of the Debtors' current or former professionals, except the Releasees, for breach of fiduciary duty, breach of contract, negligence or professional misconduct or malpractice, or other tortious conduct, including, but not limited to, those former professionals listed on Exhibit A -8 hereto;
- All rights against any shareholders or others for subordination of their Claims pursuant to section 510(b) of the Bankruptcy Code or against any Person that has agreed to subordination of their claim pursuant to section 510(a) of the Bankruptcy Code;
- All actions or potential actions against the prepetition members of the Debtors' board of directors and/or officers except the D&O Releasees, including, without limitation, the right to equitably subordinate claims held by such directors and officers pursuant to section 510(c) of the Bankruptcy Code;
- All actual or potential actions, whether legal, equitable or statutory in nature, to recover amounts improperly awarded to employees except the D&O Releasees under the terms of any prepetition employment or change-in-control agreement or bonus arrangement;
- All actual or potential contract and tort actions that may exist or may subsequently arise; and
- All actual or potential actions whether legal, equitable or statutory in nature, arising out of, or in connection with the Debtors' business or operations, except actions against the Releasees or D&O Releasees to the extent they are released by the Plan.

The above categories of preservation of causes of action shall not be limited in any way by reference to Exhibit A nor are the categories intended to be mutually exclusive.

In addition, there may be numerous other Causes of Action which currently exist or may subsequently arise that are not set forth herein, because the facts upon which such Causes of Action are based are not fully or currently known by the Debtors and, as a result, cannot be specifically referred to herein (collectively, the "Unknown Causes of Action"). The failure to list any such Unknown Causes of Action herein, or on Exhibit A filed herewith (except as to Releasees or D&O Releasees), is not intended to limit the rights of Core-Mark Newco, the PCT, or the RCT, as applicable, to pursue any Unknown Cause of Action to the extent the facts underlying such Unknown Cause of Action become fully known to the Debtors.

C. *Preservation of All Causes of Action Not Expressly Settled or Released*

Unless a Claim or Cause of Action against a Creditor or other Person is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, the Debtors expressly reserve such Claim or Cause of Action for later adjudication by Core-Mark Newco, the PCT, or the RCT, as applicable (including, without limitation, Unknown Causes of Action), and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Claims or Causes of Action upon or after the Confirmation or Effective Date of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such Claims or Causes of Action have been released in the Plan or other Final Order. In addition, the Debtors, Core-Mark Newco, the Reorganized Debtors, the PCT, the RCT and the successor entities under the Plan expressly reserve the right to pursue or adopt any Claim alleged in any lawsuit in which the Debtors are defendants or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants such lawsuits.

Any Person to whom the Debtors have incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from Debtors or a transfer of money or property of the Debtors, or who has transacted business with the Debtors, or leased equipment or property from the Debtors should assume that such obligation, transfer, or transaction may be reviewed by the Debtors, the PCT or the RCT, as applicable, subsequent to the Effective Date and may, if appropriate, be the subject of an action after the Effective Date, whether or not (i) such Entity has filed a proof of Claim against the Debtors in these Bankruptcy Cases; (ii) such Creditor's proof of Claim has been objected to; (iii) such Creditor's Claim was included in the Debtors' Schedules; or (iv) such Creditor's scheduled Claim has been objected to by the Debtors or has been identified by the Debtors as disputed, contingent, or unliquidated.

ARTICLE VII.

FUNDING OF THE PLAN

All Cash necessary for Core-Mark Newco, the PCT and the RCT to make payments pursuant to the Plan will be obtained from the Reorganized Debtors' existing Cash balances, operations, the Exit Financing Facility, the Tranche B Loan and prosecution of Causes of Action, including collections of the Litigation Claims, unless such Cash is not sufficient to fund the Plan, in which case the Debtors, with the consent of the Committee, reserve the right to raise Cash from a sale of some or substantially all of their assets, so long as such sale is not inconsistent with the Revised Term Sheet.

A. *Exit Financing Facility, Obtaining Cash for Plan Distributions and Transfers of Funds Among the Debtors and the Reorganized Debtors*

Cash payments to be made pursuant to the Plan will be made by Core-Mark Newco, the PCT, and the RCT, as applicable, *provided, however*, that the Debtors and the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable Core-Mark Newco, the PCT, and the RCT, as applicable, to satisfy their respective obligations under the Plan. On the Effective Date, the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Financing Facility and the Tranche B Loan. The Exit Financing Facility and the Tranche B Loan shall not be secured by the assets transferred to the PCT or the RCT. The Exit Financing Facility shall be on substantially the terms set forth in the Exit Facility Commitment Letter attached to the Disclosure Statement as Exhibit 7. The Exit Financing Facility agreement will be included in the Plan Supplement.

B. *Tranche B Loan*

The Tranche B Loan shall be a term credit facility in the amount of up to \$70 million available to be borrowed from the Tranche B Lenders on the Effective Date in the form of funded borrowings or letters of credit. All obligations under the Tranche B Loan shall be secured by second priority security interests in and liens upon substantially all present and future assets of Core-Mark Newco other than those assets transferred to the PCT, or the RCT, including accounts receivable, general intangibles, inventory, equipment, fixtures and real property, and products and proceeds thereof. The Tranche B Loan shall be junior to the Exit Financing Facility.

The terms of the Tranche B Loan are set forth in more detail in the Tranche B Put Agreement filed with the Disclosure Statement as Exhibit 8. The Tranche B Loan agreement will be included in the Plan Supplement.

C. *Sale of Assets*

In the event that the Debtors do not have sufficient Cash from their existing Cash balances on the Effective Date, operations, the Exit Financing Facility, the Tranche B Loan and pursuit of the Causes of Action, available to the Debtors to make the required payments under the Plan, the Debtors, with the consent of the Committee, reserve the right to fund the Plan through a sale of some or substantially all of the assets of the Debtors under section 363 of the Bankruptcy Code, so long as such sale is not inconsistent with the Revised Term Sheet.

ARTICLE VIII.

**TREATMENT OF EXECUTORY CONTRACTS,
AND UNEXPIRED LEASES AND INSURED CLAIMS**

A. *Assumption/Rejection of Executory Contracts and Unexpired Leases*

As of the Effective Date, except as otherwise provided herein, all executory contracts or unexpired leases of the Debtors will be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code except those executory contracts and unexpired leases that (i) have been previously rejected or assumed by Order of the Bankruptcy Court, (ii) are subject to a pending motion to reject or assume or (iii) are specifically listed on the Assumption Schedule to be filed 15 days prior to the Voting Deadline. The Debtors reserve the right for 30 days after the Confirmation Date to modify the Assumption Schedule to add executory contracts or leases or remove executory contracts or leases from such Assumption Schedule. The Debtors shall provide appropriate notice to any party added or removed from the Assumption Schedule, and any such party removed from the Assumption Schedule shall have thirty days from the receipt of such notice to file a proof of claim with the Bankruptcy Court.

On the Petition Date, the Debtors were parties to certain collective bargaining agreements ("CBA's"). The Debtors are assuming the four (4) CBA's with labor organizations at facilities where the Debtors operations are ongoing, which CBA's are identified on the Assumption Schedule. All other CBA's in existence on April 1, 2003 between labor organizations and the Debtors either have been assumed and assigned to various purchasers or have lapsed or otherwise terminated in connection with facility or business closings or sales.

B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Except as provided in section VIII.A., all proofs of Claim with respect to Claims, if any, arising from the rejection of executory contracts or unexpired leases that are rejected as a result of the Plan must be filed with the Bankruptcy Court within thirty (30) days after the Effective Date. Any Claims arising from the rejection of an executory contract or unexpired lease not filed within such time or any applicable Contract Claims Bar Date, will be forever barred from asserting against any Debtor or Reorganized Debtor, their respective Estates, their property, and the PCT and the RCT unless otherwise ordered by the Bankruptcy Court or provided herein.

C. *Cure of Defaults for Executory Contracts and Unexpired Leases Assumed*

Any monetary amounts by which each executory contract and unexpired lease to be assumed pursuant to the Plan is in default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash as soon as practicable after the Effective Date or on such other terms as the parties to such executory contracts or unexpired leases may otherwise agree. In the event of a dispute regarding: (i) the amount of any cure payments, (ii) the ability of the applicable Reorganized Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

D. *Indemnification of Directors, Officers and Employees*

As further described in section XII.D., the D&O Releasees shall be indemnified through the Debtors' directors and officers insurance policies up to a collective limit equal to the amount of the Debtors' directors and officers insurance proceeds, net of all defense costs and fees, actually payable in Cash, to pay claims against the D&O Releasees.

E. *Compensation and Benefit Programs*

Except as otherwise expressly provided herein and excluding the Remaining Pension Plans, all employment and severance agreements and policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to their employees, former employees, retirees and non-employee directors and the employees, former employees and retirees of their subsidiaries, including, without limitation, all savings plans, retirement plans, health care plans, disability plans, severance benefit agreements and plans, incentive plans, deferred compensation plans and life, accidental death and dismemberment insurance plans (the "Company Benefit Plans") shall be terminated, or shall be treated as executory contracts under the Plan, and on the Effective Date any such remaining Company Benefit Plans that have not been terminated will be deemed rejected pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code, except for those that (i) the Reorganized Debtors will maintain as specifically designated on the Reorganized Debtors' Benefits Schedule and (ii) the PCT will maintain as specifically designated on the PCT Benefit Schedule, both of which are to be filed 15 days prior to the Voting Deadline. In addition, except as set forth on the Reorganized Debtors' Benefits Schedule, the Debtors shall have withdrawn or shall withdraw from all "multiemployer plans" (as such term is defined in section 3(37) of ERISA) prior to the Effective Date, and all claims of such multiemployer plans shall be treated as General Unsecured Claims subject to section 4225(b) of ERISA. Notwithstanding the termination or rejection of the Company Benefit Plans hereunder, vested retiree medical benefits of Fleming, if any, under applicable Company Benefit Plans shall be obligations of the PCT after the Effective Date until terminated, unless terminated pursuant to section 1114 of the Bankruptcy Code prior to the Effective Date. The Debtors believe the PCT may decide to terminate retiree medical benefits after the Effective Date and expect the PCT will incur substantial litigation costs if it attempts to eliminate any retiree medical benefits that are considered vested.

F. *Insured Claims*

1. Directors and Officers Related Insurance Coverage

The Debtors will assume all of the D&O Policies, and the Reorganized Debtors and/or Core-Mark Newco will continue to pay premiums, deductibles, and any other payments that they are obligated to make to the applicable Insurers in the normal course of their business operations.

2. Worker's Compensation

Under the Plan, the Debtors will assume all of the existing contracts for workers' compensation insurance, and with respect to all Workers Compensation Policies except those issued by Ace American Insurance Company ("Ace") and National Union Fire Insurance Company ("National Union") the Reorganized Debtors and/or Core-Mark Newco will continue to pay premiums, deductibles, and any other payments that the Debtors are obligated to make to Insurers (the "Workers' Compensation Payments") and continue to perform all of the Debtors other obligations under the Workers Compensation Policies. With respect to the Workers Compensation Policies issued by Ace and National Union, Core-Mark Newco will ~~continue to~~ permit Ace and National Union to continue to use the Debtors' Insurance Security to make the Workers' Compensation Payments. Any Claims that are covered by the Workers' Compensation Program shall continue to be administered and paid by the Insurers, in accordance with the Workers' Compensation Program.

To the extent that any of the Debtors' obligations under the Workers' Compensation Program are secured by the Insurance Security, the Insurers for the respective policies shall be entitled to draw upon the appropriate letter(s) of credit to satisfy amounts due from the Debtors, the Reorganized Debtors and/or Core-Mark Newco on account of: (i) amounts expended by the Insurers in defense of allowed Claims, (ii) administrative costs incurred by the Insurers to administer such Claims, and (iii) payments made in satisfaction of allowed Claims.

3. Casualty Insurance Program

(a) *Under-Deductible Insured Claims.* An Under-Deductible Insured Claim shall be treated in the same manner as any other Unsecured Claim under the Plan and shall be either a Class 6(A) General Unsecured Claim or Class 7 Convenience Claim, as appropriate, under the Plan. The Under-Deductible Insured Claim shall be fully-satisfied by the applicable distribution under the Plan, regardless of the amount actually distributed to the Holder of the relevant Under-Deductible Insured Claim under the Plan. The respective Insurer shall have no obligation under the Casualty Insurance Program, or the Plan, to pay any part of an Under-Deductible Insured Claim. The Insurers may not use the Insurance Security to pay any part of an Under-Deductible Insured Claim, but the Insurers may use any applicable Insurance Security to reimburse themselves for reasonable costs incurred to administer the Under-Deductible Insured Claims.

(b) *Covered Allowed Insured Claims.* The Covered Allowed Insured Claims shall be satisfied as follows: (i) the Insured Claim, up to the Deductible Amount, shall be treated as a Class 6(A) General Unsecured Claim or Class 7 Convenience Claim, as appropriate, under the Plan, and that portion of the Insured Claim shall be paid in the manner provided by the Plan and be fully-satisfied, regardless of the amount actually distributed to the Holder of the relevant Insured Claim; and (ii) the Insurer shall satisfy that portion of an Insured Claim that exceeds the Deductible Amount (the "Over-Deductible Amount"). On the Effective Date, the Debtors shall be discharged of any liability for the Covered Allowed Insured Claims.

(c) *The Exceeded Allowed Insured Claims.* The Exceeded Allowed Insured Claims shall be satisfied as follows: (i) the Insured Claim, up to the Deductible Amount, shall be treated as a Class 6(A) General Unsecured Claim or Class 7 Convenience Claim, as appropriate, under the Plan, and that portion of the Insured Claim shall be paid in the manner provided by the Plan and be fully-satisfied, regardless of the amount actually distributed to the Holder of the relevant Insured Claim; (ii) the Insurer shall satisfy the Over-Deductible Amount up to the Aggregate Limit; and (iii) that portion of the Insured Claim that exceeds the Aggregate Limit shall be treated as a Class 6(A) General Unsecured Claim or Class 7 Convenience Claim, as appropriate, under the Plan, and the Insured Claim shall be paid in the manner provided by the Plan and shall be fully satisfied, regardless of the amount actually distributed to the Holder of the Insured Claim under the Plan. On the Effective Date, the Debtors shall be discharged of any liability for the Exceeded Allowed Insured Claims.

(d) *Exception for Statutory or Legal Duty.* Notwithstanding the foregoing, to the extent that Ace has a statutory duty under applicable state law to pay the Deductible Amount of any Insured Claim as a result of the Debtors' failure to pay such Deductible Amount in full due to its chapter 11 filing or the provisions of this Plan or to the extent that Ace is found liable to a claimant to pay such Deductible Amount by a Court of competent jurisdiction, the restrictions on the payment of such Deductible Amount and use of the Insurance Security to reimburse such payment shall not apply and Ace, upon the consent of Core-Mark Newco, which consent shall not be unreasonably withheld, may use such Insurance Security to reimburse itself for the payment of such Deductible Amount.

(e) *Injunction as to Insurers.* Holders of Under-Deductible Insured Claims, Insured Claims up to the Deductible Amount and Insured Claims that exceed the Aggregate Limit which are treated as Class 6(A) General Unsecured Claims or Class 7 Convenience Claims, as appropriate, as outlined in paragraph (a)-(c) above are expressly restrained and enjoined from asserting the unsatisfied portion of such claims directly against the Insurers.

4. The Old Republic ~~Claims~~ Policies

The Debtors have previously assumed all of the Old Republic Insurance Company Policies and, notwithstanding the foregoing, the provisions outlined above with respect to the treatment of Insured Claims shall not apply to Old Republic and to Insured Claims under the Old Republic Policies. Old Republic shall be entitled to an Administrative Claim against the Debtors, subject to any applicable defenses or counterclaims of the Debtors, for any failure by the Debtors to: (i) make premium payments pursuant to the Old Republic Program Agreement, or pay any other amount due with respect to Old Republic's issuance of the Old Republic Policies; (ii) the Debtors' failure to make payments within the deductible layer of the policies for deductibles relating to or on

account of occurrences giving rise to Claims covered by the Policies, or (iii) make payments due to any third-party administrator that is administering covered claims under the Old Republic Policies. Except as the parties otherwise agree, such Administrative Claim shall: (i) survive confirmation of the Plan, (ii) shall not be liquidated or adjudicated by the Court, and (iii) shall not be payable upon the Effective Date of the Plan. Core-Mark Newco will not seek to recover from Old Republic before January 1, 2008 for any excess draw on the Old Republic Letters of Credits, if drawn by Old Republic, unless otherwise agreed to by the parties.

5. Defense Costs

Notwithstanding the provisions above with respect to the payment of Allowed Under-Deductible Insured Claims, the Insurers shall have the right to seek reimbursement from the Debtors of Allowed Defense Costs with respect to Under-Deductible Insured Claims, and such reimbursement shall be obtained by deducting the Allowed Defense Costs from the Insurance Security held by the respective Insurers as security for the payment of such costs. However, if the sum of the Insured Claim and the Allowed Defense Costs exceeds the applicable Deductible Amount under the respective policy, the Insurer shall not be entitled to reimbursement for costs that exceed the applicable Deductible Amount. To the extent that an Insurer is entitled to reimbursement of Allowed Defense Costs, but the Insurer does not have Insurance Security for the obligation, the Insurer shall be entitled to a Class 6(A) General Unsecured Claim for the Allowed Defense Costs.

6. The Ace LPT Agreements

The Debtors have entered into several Loss Portfolio Transfer Agreements (the "LPT Agreements") and associated Retained Loss Reimbursement Policies (the "RLR Policies") with Ace with respect to certain Workers' Compensation Policies. The most recent of these LPT Agreements was approved by the Court on July 9, 2004. The Debtors hereby assume the LPT Agreements and the RLR Policies.

ARTICLE IX.

PROVISIONS GOVERNING DISTRIBUTIONS

A. *Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided herein or as may be ordered by the Bankruptcy Court, distributions to be made on the Effective Date on account of Claims that are Allowed as of the Effective Date and are entitled to receive distributions under the Plan shall be made on the Effective Date or as soon thereafter as practicable. Except as evidenced by an electronic entry, as a condition to receive any distribution under the Plan, each Old Note Holder must comply with section IX.J and IX.K below. All distributions shall be made in accordance with any applicable Indenture agreement, loan agreement or analogous instrument or agreement.

B. *Distributions by Core-Mark Newco, the PCT and the RCT*

Except as otherwise provided herein, Core-Mark Newco, the PCT, or the RCT, as applicable, shall make all distributions required under the Plan. Notwithstanding the provisions of Section V.C. herein regarding the cancellation of the Indentures, the Indentures shall continue in effect to the extent necessary to allow the Old Notes Trustees to provide information to the Exchange Agent to permit distributions of the New Common Stock and to receive New Common Stock on behalf of the Holders of the Old Notes and make distributions pursuant to the Plan on account of the Old Notes as agent for Core-Mark Newco. The Old Notes Trustees (or any agents or servicers) providing services related to distributions to the Holders of Allowed Old Note Claims shall receive from the PCT reasonable compensation for such services and reimbursement of reasonable expenses incurred in connection with such services upon the presentation of invoices to the PCT. All distributions to be made herein shall be made without any requirement for bond or surety with respect thereto.

C. *Interest on Claims*

Except as otherwise specifically provided for herein or in the Confirmation Order, or required by applicable bankruptcy law, post-petition interest shall not accrue or be paid on any Claims, other than the Pre-Petition Lenders'

Secured Claims and the DIP Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

D. *Compliance with Tax Requirements/Allocations*

In connection with the Plan, to the extent applicable, the Reorganized Debtors, the PCT, and the RCT shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. For tax purposes, distributions received in respect of Allowed Claims will be allocated first to the principal amount of Allowed Claims with any excess allocated, if applicable, to unpaid interest that accrued on such Claims.

E. *Delivery of Distributions and Undeliverable or Unclaimed Distributions*

1. *Delivery of Distributions in General*

Distributions to Holders of Allowed Claims shall be made at the address of the Holder of such Claim as indicated on the records of Debtors or upon their proofs of Claim, if any, or, if such Holder holds claims based on Old Notes, distributions with respect to such Claims will be made to the appropriate Old Notes Trustee which will make distributions to Holders of Old Notes at the address contained in the official record of the appropriate Old Note Trustee. To the extent the Old Notes Trustee makes distributions to DTC, DTC will, in turn, make appropriate book entries to reflect the distributions it makes to Holders. Except as otherwise provided by the Plan or the Bankruptcy Code with respect to undeliverable distributions, distributions to Holders of Old Note Claims shall be made in accordance with the provisions of the applicable Indentures. The Debtors, the Reorganized Debtors, Core-Mark Newco, the PCT, and/or the RCT shall have no liability for any action pertaining to the distributions made by the Old Notes Trustees.

2. *Undeliverable Distributions*

(a) *Holding of Undeliverable Distributions.* If any distribution to a Holder of an Allowed Claim is returned to Core-Mark Newco, the PCT, the RCT or an Old Notes Trustee as undeliverable, no further distributions shall be made to such Holder unless and until Core-Mark Newco, the PCT, the RCT or an Old Notes Trustee is notified in writing of such Holder's then-current address. Undeliverable distributions shall be returned to Core-Mark Newco, the PCT or the RCT and shall remain in the possession of Core-Mark Newco, the PCT or the RCT subject to Section IX.E.2(b) below until such time as a distribution becomes deliverable. Undeliverable Cash shall not be entitled to any interest, dividends or other accruals of any kind. As soon as reasonably practicable, Core-Mark Newco, the PCT, or the RCT, as applicable, shall make all distributions that become deliverable.

(b) *Failure to Claim Undeliverable Distributions.* In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no sooner than 240 days after the Effective Date, the PCT will compile a listing of unclaimed distribution Holders. This list will be maintained and updated for as long as the Chapter 11 Cases stay open. Any Holder of an Allowed Claim (irrespective of when a Claim became an Allowed Claim) that does not assert a Claim pursuant hereto for an undeliverable distribution (regardless of when not deliverable) within six months after the distribution has been attempted to be made to the Holder of the Allowed Claim shall have its Claim for such undeliverable distribution discharged and shall be forever barred from asserting any such Claim against any Reorganized Debtor or its respective property. In such cases: (i) any Cash held for distribution on account of such Claims shall be the property of Core-Mark Newco, the PCT, or the RCT, as applicable, free of any restrictions thereon; and (ii) any New Common Stock held for distribution on account of such Claims shall be canceled and of no further force or effect. Nothing contained herein shall require Core-Mark Newco, the PCT, the RCT, or the appropriate Old Notes Trustee to attempt to locate any Holder of an Allowed Claim or Allowed Equity Interest.

(c) *Abandoned Property Law.* The provisions of the Plan regarding undeliverable distributions will apply with equal force to distributions made pursuant to the Old Note Indentures; notwithstanding any provision in such indenture to the contrary and notwithstanding any otherwise applicable escheat, abandoned or unclaimed property law.

F. *Distribution Record Date*

As of the close of business on the Distribution Record Date, the transfer register for all Claims except Old Note Claims maintained by the Debtors or their agents, shall be closed, and there shall be no further changes in the record Holders of any such Claims. Moreover, the Reorganized Debtors shall have no obligation to recognize the transfer of any such Claims occurring after the Distribution Record Date and shall be entitled for all purposes herein to recognize and deal only with those Holders of record as of the close of business on the Distribution Record Date. There shall be no Distribution Record Date for Old Note Claims.

G. *Timing and Calculation of Amounts to be Distributed*

Except as otherwise provided herein, on the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Claim against the Debtors shall receive the distributions that the Plan provides for Allowed Claims in the applicable Class, provided however, Core-Mark Newco, the PCT, and the RCT, as applicable, shall maintain reserve accounts in trust for the payment or distribution on account of potential or Disputed Claims and shall make the appropriate adjustments in distributions to adequately take into consideration and fund such reserve accounts. Core-Mark Newco, the PCT, and the RCT, as applicable, shall be authorized to make interim distributions and any subsequent distributions necessary to distribute any Cash, New Common Stock or other consideration held in any reserve account to the appropriate Claim Holder as Claims are resolved and allowed and reserves are reduced in accordance with the Plan. If and to the extent that there are Disputed Claims, beginning on the date that is 45 calendar days after the end of the month following the Effective Date and 45 calendar days after the end of each month thereafter, distributions shall also be made, pursuant hereto, to Holders of formerly Disputed Claims in any Class whose Claims were Allowed during the preceding month.

H. *Minimum Distribution*

The New Common Stock will be issued as whole shares. If a registered record Holder of an Allowed Claim is entitled to the distribution of a fractional share of New Common Stock, unless otherwise determined and approved by the Bankruptcy Court, the fractional distribution to which such Holder would be entitled shall be aggregated with all other such similar distributions by Core-Mark Newco (or its agent), and as soon as practicable after final reconciliation, allowance or resolution of all Classes 6(A) and 6(B) Claims, sold by Core-Mark Newco (or its agent) in a commercially reasonable manner. Upon the completion of such sale, the net proceeds thereof shall be distributed (without interest), pro rata in the case of New Common Stock, to the Holders of Allowed Claims, based upon the fractional share of New Common Stock each such Holder would have been entitled to receive or deemed to hold had Core-Mark Newco issued fractional shares of New Common Stock. Such distributions shall be in lieu of any other distribution.

I. *Allowance or Resolution Setoffs*

The Reorganized Debtors, the PCT or the RCT, as applicable, in accordance with the Revised Term Sheet, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Claim (before any distribution is made on account of such Claim), the Claims, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors the PCT or the RCT may hold against the Holder of such Allowed Claim; *provided that* neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Reorganized Debtors the PCT or the RCT of any such Claims, rights and Causes of Action that the Debtors, the Reorganized Debtors the PCT or the RCT may possess against such Holder, except as specifically provided herein.

J. *Old Notes*

Each record Holder of an Allowed Claim relating to the Old Notes not held through DTC shall either (a) tender its Old Notes relating to such Allowed Claim in accordance with written instructions to be provided to such Holders by the applicable Reorganized Debtor as promptly as practicable following the Effective Date, or (b) if the Holder's Old Note has been destroyed, lost, stolen or mutilated, comply with section IX.L. below. Such instructions shall specify that delivery of such Old Notes will be effected, and risk of loss and title thereto will pass, only upon the proper delivery of such Old Notes with a letter of transmittal in accordance with such instructions. All surrendered Old Notes shall be marked as canceled. If any Holder of Old Notes not held through DTC submits

bearer bonds without coupons or coupons only, the Debtors shall adjust the consideration exchanged therefore appropriately.

K. *Failure to Surrender Canceled Instruments*

Any Holder of Allowed Claims relating to the Old Notes not held through DTC that fails to surrender or is deemed to have failed to surrender its Old Notes required to be tendered hereunder or that has failed to comply with section IX.L. below within one year after the Effective Date shall have its Claim for a distribution pursuant hereto on account of such Allowed Claim discharged and shall be forever barred from asserting any such Claim against any Reorganized Debtor or their respective properties. In such cases, any New Stock held for distribution on account of such Claim shall be disposed of pursuant to the provisions set forth in section IX.E. above.

L. *Lost, Stolen, Mutilated or Destroyed Debt Securities*

In addition to any requirements under the Indentures or any related agreement, any Holder of a Claim evidenced by an Old Note not held through DTC that has been lost, stolen, mutilated or destroyed shall, in lieu of surrendering such Old Note, deliver to the applicable Reorganized Debtor: (a) an affidavit of loss reasonably satisfactory to such Reorganized Debtor setting forth the unavailability of the Old Note not held through DTC; and (b) such additional security or indemnity as may be reasonably required by such Reorganized Debtor to hold such Reorganized Debtor harmless from any damages, liabilities or costs incurred in treating such individual as a Holder of an Allowed Claim. Upon compliance with this procedure by a Holder of a Claim evidenced by an Old Note, such Holder shall, for all purposes under the Plan, be deemed to have surrendered such non-DTC note.

M. *Share Reserve*

In addition to the provisions of section X.A.3. herein, Core-Mark Newco shall be required to establish and maintain an appropriate reserve of New Common Stock to ensure the distribution of New Common Stock to the Holder of any Disputed Claim upon its allowance.

N. *Settlement of Claims and Controversies*

Pursuant to Fed. R. Bankr. P. 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of claims or controversies relating to the contractual, legal and subordination rights that a Holder of a Claim may have with respect to any Allowed Claim, or any distribution to be made on account of any such Allowed Claim.

O. *Setoff/Recoupment by Holders of Claims*

Notwithstanding anything contained in the Plan to the contrary, the rights of Claim Holders to assert and exercise any setoff and/or recoupment rights that they may have under applicable law shall not be impaired by the Plan or the Confirmation Order and the Claim Holders may exercise any setoff and/or recoupment rights that they may have under applicable law after the Effective Date.

ARTICLE X.

PROCEDURES FOR RESOLUTION OF DISPUTED, CONTINGENT
AND UNLIQUIDATED CLAIMS

A. *Resolution of Disputed Claims*

1. *Prosecution of Objections to Claims*

After~~For the first 90 days following the Effective Date, subject only to the restrictions agreed to by the Debtors, Reorganized Debtors, Core-Mark Newco, the OCUC and the OCRC, as set forth in the Revised Term Sheet and the Plan, any party in interest may object to any file proof of claim (such objections, the "Third Party Objections"). Beginning 90 days after~~ the Effective Date, except in regard to (a) objections to Professional fees and other fees; and (b) Third Party objections that remain pending after the 90th day following the Effective Date, in accordance with the Revised Term Sheet and the Plan, (x) the PCT Representative shall have

the exclusive authority to file objections, settle, compromise, withdraw or litigate to judgment objections to Claims on behalf of the Debtors and Reorganized Debtors as such actions relate to all Claims not falling under the authority of the RCT Representative pursuant to the Revised Term Sheet and the Plan. ~~The and (y) the~~ RCT Representative shall have exclusive authority to file objections, settle, compromise, withdraw or litigate to judgment objections to Claims on behalf of the Debtors and Reorganized Debtors as such actions relate to Claims that fall under the RCT Representative's authority pursuant to the Revised Term Sheet. ~~From and~~ Beginning 90 days after the Effective Date, the PCT Representative may settle or compromise any Disputed Claim allocated to the PCT on behalf of the Reorganized Debtors and the RCT Representative may settle or compromise any Disputed Claim allocated to the RCT on behalf of the Reorganized Debtors without approval of the Bankruptcy Court. Furthermore, nothing contained herein shall impair the ability of Insurers to object to unmeritorious and/or Disputed Insured Claims and to participate in the resolution of such Claims, and the PCT and the Insurers will cooperate with each other with respect to such Insured Claims.

2. *Estimation of Claims*

Core-Mark Newco, the PCT Representative, and the RCT Representative, as applicable, may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors, Core-Mark Newco, the PCT, or the RCT, as applicable, has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute ~~either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined~~ unless otherwise ordered by the Bankruptcy Court. ~~If However, the estimated amount constitutes a maximum limitation on use of such Claim, Core Mark Newco, the PCT Representative, and the RCT Representative, as applicable, may elect~~ estimation process shall not trigger an Insurer's obligation to pursue any supplemental proceedings to object to any ultimate payment on such pay an Insured Claim. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

3. *Payments and Distributions on Disputed Claims*

Notwithstanding any provision herein to the contrary, except as otherwise agreed by Core-Mark Newco, the PCT, or the RCT, as applicable, Core-Mark Newco, the PCT, and the RCT, as applicable, in their sole discretion shall not make any partial payments or partial distributions with respect to a Disputed Claim until the resolution of such disputes by settlement or Final Order. On the date or, if such date is not a Business Day, on the next successive Business Day that is 45 calendar days after the month in which a Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim will receive all payments and distributions to which such Holder is then entitled under the Plan. ~~Notwithstanding the foregoing, any Person or Entity who holds both an Allowed Claim(s) and a Disputed Claim(s) will not receive the appropriate payment or distribution on the Allowed Claim(s), except as otherwise agreed by Core Mark Newco, the PCT, or the RCT, as applicable, until the Disputed Claim(s) is or are resolved by settlement or Final Order.~~ In the event there are Disputed Claims requiring adjudication and resolution, Core-Mark Newco, the PCT, and the RCT, as applicable, shall establish appropriate reserves for potential payment of such Claims.

B. *Allowance of Claims*

Except as expressly provided herein or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim shall be deemed Allowed unless and until such Claim is deemed Allowed under the Bankruptcy Code and no objection to such Claim has been filed by the Objection Deadline or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim. Except as expressly provided in the Plan or any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), the Reorganized Debtors, the PCT, and the RCT, as applicable, after confirmation will have and retain any and all rights, remedies, causes of action and defenses the Debtors had with respect to any Claim as of the date the Debtors filed their petitions for relief under the Bankruptcy Code. All Claims, including, but not limited to, the right to setoff the amount of any Person or Entity that may owe money to the Debtors shall be disallowed unless

~~and until otherwise Allowed Claim against other amounts owed by the Holder of~~ such Person or Entity pays the amount it owes Allowed Claim to the Debtors in full accordance with section 553 of the Bankruptcy Code.

C. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claims, or any Class of Claims, is Impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy before the Confirmation Date.

D. *Impact on Pending Litigation; Pension Plans*

Pursuant to section III.B.10 herein, Other Securities Claims and Interests, including, but not limited to, the securities class action entitled *In re Fleming Companies Securities Litigation*, Master File No. 5:03-md-1530TJW (the "Securities Class Action") brought by current or former Fleming shareholders and creditors described in more detail in section V.C.6 of the Disclosure Statement, will be permanently enjoined as to the Debtors and any claims thereunder discharged. Litigation involving directors and officers of the Debtors, including but not limited to, that described in section V.C.6 of the Disclosure Statement may be affected by the releases contained in section XII herein. Litigation against the Debtors that is not deemed an Other Securities Claim or Interest or is not affected by the releases contained in section XII herein, and is not otherwise discharged, settled or expunged in accordance with the Plan, will be permanently enjoined pursuant to section XII.G. herein, and any Allowed Claims arising from such litigation will generally be treated as Class 6(A) Claims under the Plan. Nothing in the Plan or in any order confirming the Plan, however, shall affect, release, enjoin or impact in any way the prosecution of the claims of the class claimants in the Securities Class Action asserted, or to be asserted, against the non-Debtor defendants in the Securities Class Action and/or any other non-Debtor unless (i) a Claim Holder has affirmatively voted in favor of the Plan, in which case such Claim Holder shall release the Releasees as outlined in section XII.C. herein and any litigation by such Claim Holder against the Releasees of the type outlined in section XII.C. shall be permanently enjoined and any Claims thereunder discharged as outlined herein and in section XII.G., or (ii) the litigation is among Releasees, in which case it shall be released by the Mutual Releases outlined in section XII.B. herein and shall be permanently enjoined and any claims thereunder discharged as outlined herein and in section XII.G. The Plan shall forever bar any claimant including, but not limited to, the class claimants in the Securities Class Action from pursuing claims against the Debtors which are covered by the directors and officers liability insurance policies maintained by the Debtors (the "D&O Insurance") but shall not bar such Claim Holders from pursuing the non-Debtor defendants who may be entitled to coverage by the D&O Insurance.

On February 9, 2004, Jackson Capital Management LLC, the lead plaintiff ("Lead Plaintiff") in the Securities Class Action filed an Objection to the Disclosure Statement. The Lead Plaintiff raised essentially two objections. First, the Lead Plaintiff alleges that the provisions in the Plan and Disclosure Statement relating to Releases are ambiguous in that they are unclear as to whether such Releases shall have any impact on the rights of the Lead Plaintiff and class claimants in the Securities Class Action or the claims asserted in the Securities Class Action *against any non-Debtor*. This Objection has been addressed by the language inserted above suggested by the Lead Plaintiff which specifically states that "Nothing in the Plan or in any Order confirming the Plan, shall affect, release, enjoin or impact in any way the prosecution of the claims of the class claimants asserted, or to be asserted, against the non-Debtor defendants in the Securities Class Action and/or any other non-Debtor" unless the class claimants also happen to have Claims against the Debtors in addition to the Claims they have arising out of the Securities Class Action which are Class 10 Claims, which are extinguished under the Plan and the Holders of which are not entitled to vote and are deemed to have rejected the Plan.

The Lead Plaintiff's second Objection is really a Plan Objection. The Lead Plaintiff alleges that "the class claimants are entitled not only to look to the proceeds of D & O Insurance for payment of their claims asserted or to be asserted in the Securities Class Action, but they also may pursue their claims against the Debtor *solely* to the extent of such available D & O Insurance." The Lead Plaintiff goes on to state that the "Plan should not impact the class claimants' rights against the Debtor, either through injunctive relief or discharge, to pursue their claims solely against such insurance proceeds." Again, this is a Plan Objection. The Lead Plaintiff is seeking treatment under the Plan that is not presently contemplated and not agreed to by the Debtors. The Plan enjoins the Lead Plaintiff and the class claimants from pursuing claims against the Debtors and discharges any and all claims that the class claimants may have against the Debtors. The Debtors cannot agree to permit the Lead Plaintiffs and class claimants to proceed against the Debtors to the extent of D & O Insurance. Such treatment would provide the class claimants with treatment more favorable than that accorded creditors whose claims are of a higher priority than the class

claimants, especially with respect to claimants with Class 6(A), 6(B) and 7 Claims who are not likely to be receiving full recovery on their Claims.

E. *Settlement of Claims and Controversies.*

The provisions of the compromise and settlement among the Debtors, the Committee and the PBGC as set forth in the Global Settlement Agreement and Mutual Release, which is attached to the Motion Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr.P. 9019(a) for Court Approval of Settlement Agreement with Pension Benefit Guaranty Corporation [docket no. 8009] filed with the Court on May 12, 2004, and to be approved by the Court on June 1, 2004 (the "PBGC Agreement"), are incorporated by reference herein. The treatment of Claims in Class 6(A) reflect the compromise and settlement set forth in the PBGC Agreement, which, upon the Effective Date, shall be binding upon the Debtors, all Claim Holders and all Entities receiving any payment or other distributions under the Plan.

Additionally, notwithstanding anything in the Plan or the Confirmation Order: 1) the Debtors shall not seek to reject the Remaining Pension Plans under section 365 of the Bankruptcy Code; 2) one of the Reorganized Debtors or a member of their Controlled Group (as defined under 29 U.S.C. §1301(a)(14)) will be the contributing sponsor of the Remaining Pension Plans and each of the Reorganized Debtors and each member of the Reorganized Debtors' Controlled Group will comply with its obligations with respect to the Remaining Pension Plans under ERISA, any other applicable law, and the terms of the Remaining Pension Plans; 3) there shall be no release, discharge, injunction, or exculpation of any entity from any liability with respect to the Remaining Pension Plans as to any Claim of, or cause of action by, the PBGC; and 4) there shall be no release, discharge, injunction or exculpation of any entity, except for the Debtors, the Reorganized Debtors, any entities created through the merger of the Reorganized Debtors, any members of the Reorganized Debtors' Controlled Group (including Core-Mark Newco, Core-Mark Newco Holding I, Core-Mark Newco Holding II, Core-Mark Newco Holding III, the PCT and the RCT), from any liability with respect to the Fleming Plan as to any Claim or cause of action by the PBGC.

F. *Special Provisions Regarding Reclamation Claims*

1. TLV Reclamation Claims

(a) Allowance of TLV Reclamation Claims shall be determined solely by the RCT and the affected Creditor without standing of any other party to object (unless resolution is referred to the PCT on such terms as the RCT and the PCT shall determine).

(b) Reconciliation of the TLV Reclamation Claims shall consist of application of all postpetition vendor deductions, over-wires and preferences and pre-petition setoffs to the extent that General Unsecured Claims have first been fully setoff through application of pre-petition deductions. The reconciliation shall recognize the effect of the Trade Credit Program and the critical vendor program.

(c) Allowed TLV Reclamation Claims shall earn interest which shall begin to accrue sixty (60) days after the Effective Date at the Wall Street Journal listed prime rate.

(d) Allowed TLV Reclamation Claims shall be paid (i) first from the RCT; (ii) second from the PCT and (iii) third from the Core-Mark TLV Guaranty.

2. Non-TLV Reclamation Claims

(a) Allowance of Non-TLV Reclamation Claims shall be determined solely by RCT and the affected Creditor without standing of any other party to object (unless resolution is referred to the PCT on such terms as the PCT and RCT shall determine).

(b) In reconciling the Non-TLV Reclamation Claims, all post-petition vendor deductions, over-wires, preferences, and pre-petition setoffs to the extent that General Unsecured Claims have been fully set off, shall be applied. In addition, the total amount of Allowed Non TLV-Reclamation Claims will

first be reduced by a discount of \$13 million to calculate the net Allowed amount of the Non-TLV Reclamation Claim.

(c) Allowed Non-TLV Reclamation Claims shall be paid only after satisfaction of all Allowed TLV Reclamation Claims (i) first from the RCT, (ii) second from the PCT and (iii) third from the Core-Mark Non-TLV Guaranty. The timing of such distribution shall be in the discretion of the RCT.

3. General Unsecured Claims of Reclamation Creditors

(a) Allowance of General Unsecured Claims held by Reclamation Creditors shall be determined by the RCT pursuant to procedures established by the Bankruptcy Court. Such procedures shall include a mechanism for approval by the PCT Advisory Board of settlements which represent an increase of at least 20% from the general unsecured claims scheduled by the Debtors or the proofs of Claim, whichever is less.

(b) The prosecution of any objections with respect to the General Unsecured Claims held by Reclamation Creditors and the reconciliation of such General Unsecured Claims shall be conducted by the RCT at its expense and will be subject to setoff against any pre-petition Claims of the Debtors against the Reclamation Creditors.

(c) Allowed General Unsecured Claims of Reclamation Creditors shall be entitled to the same treatment under this Plan as the Allowed Class 6(A) General Unsecured Claims of non-Reclamation Creditors and shall receive distributions pursuant to the Plan when Allowed.

4. Expected Reconciliation Rules of RCT

The advisory board of the RCT is expected to approve a series of rules which can be applied in the reconciliation of Reclamation Claims and other RCT Assets. These rules shall be applied on a consensual basis by the RCT Representative with the Reclamation Creditors. These rules shall not be mandatory. In the event a consensual reconciliation is not achieved by the RCT Representative and a Reclamation Creditor, there may be alternative dispute resolution procedures made available on terms adopted by the advisory board of the RCT. In any event, each Reclamation Creditor reserves its rights to seek allowance and reconciliation of its Reclamation Claim in accordance with the Bankruptcy Code and Bankruptcy Rules process as qualified by the Plan.

Pursuant to the Revised Term Sheet, the Debtors, the OCRC, and the Committee have requested a stay from the Bankruptcy Court of the adversary proceedings against the Reclamation Claimants through and including the Effective Date. In the event that the Plan is confirmed, post-Effective Date, all claims, defenses, and other litigation rights related thereto asserted in these adversary proceedings constitute RCT Assets, and the RCT shall be entitled to substitute itself for the Debtors in the adversary proceedings against Reclamation Claimants. It is the expectation of the OCRC that the advisory board of the RCT shall seek a further stay of these adversary proceedings to the extent necessary to, among other things, complete the development of the rules to be applied in reconciling Reclamation Claims and in resolving the claims asserted against Reclamation Claimants in the adversary proceedings on a consensual basis. In the event the application of the rules does not provide a means to resolve a particular Reclamation Claim, the RCT and the Holder of the Reclamation Claim reserve the right to seek to terminate the stay of the relevant adversary proceeding or through other means to seek resolution of the Reclamation Claim through litigation or other means of dispute resolution. Subject to Confirmation of the Plan, both in the application of the rules for reconciliation of Reclamation Claims on a consensual basis and through any litigation or other dispute resolution (whether through one of the adversary proceedings or otherwise), the assertion that a Reclamation Claim is to be eliminated, or to any extent reduced, because of any security interest having existed in the Debtors' inventory shall be barred (a waiver of the so-called "valueless" defense to a Reclamation Claim).

5. Surplus Contingency from RCT

In the event the RCT has or develops proceeds for distribution after satisfaction of all Reclamation Claims, such additional proceeds shall be applied by the RCT in an order of priority as follows:

(a) To Core-Mark Newco for any advances under the TLV Guaranty or Non-TLV Guaranty;

- (b) To the Prepetition Non-TLV Reclamation Claim Reduction;
- (c) To Core-Mark Newco for any advances under the Administrative Claim Guaranty;
- (d) Any amount of “ad hoc committee” professional fees which have not been reimbursed by allowance of an Administrative Claim; and
- (e) To the PCT.

ARTICLE XI.

CONDITIONS PRECEDENT TO CONFIRMATION AND OCCURRENCE OF THE EFFECTIVE DATE OF THE PLAN

A. *Conditions Precedent to Confirmation*

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. *Conditions Precedent to Occurrence of the Effective Date*

It shall be a condition to occurrence of the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Section XI.C. herein:

1. The Confirmation Order confirming the Plan, as the Plan may have been modified, shall have been entered and become a Final Order in form and substance satisfactory to the Debtors and the Committee and shall provide that, among other things:

(i) the Debtors and Reorganized Debtors are authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with the Plan;

(ii) the provisions of the Confirmation Order are nonseverable and mutually dependent;

(iii) Core-Mark Newco is authorized to issue the New Common Stock and Management Options; and

(iv) the New Common Stock issued under the Plan is exempt from registration under the Securities Act pursuant to section 1145 of the Bankruptcy Code, except to the extent that Holders of the New Common Stock are “underwriters,” as that term is defined in section 1145 of the Bankruptcy Code.

2. The following agreements, in form and substance satisfactory to the Reorganized Debtors and the Committee, shall have been tendered for delivery and all conditions precedent thereto shall have been satisfied:

- (a) Exit Financing Facility;
- (b) Tranche B Loan Agreement; and
- (c) Management Incentive Plan.

3. The Certificate of Incorporation of Core-Mark Newco shall have been filed with the Secretary of State of the State of Delaware.

4. All actions, documents and agreements necessary to implement the Plan shall have been effected or executed.

5. The new board of directors of Core-Mark Newco shall have been appointed.
6. The Reorganized Debtors shall have established and funded the Professional Fee Escrow Account.
7. The appropriate Final Orders recognizing and implementing the Plan in Canada shall have been obtained from the Canadian CCAA Court.
8. The PCT and the RCT shall be established and all actions, documents and agreements necessary to implement the PCT and the RCT shall have been effected or executed.
9. The issuance of the New Common Stock under the Plan shall be exempt from the prospectus and registration requirements and the first trade thereof shall be exempt from the prospectus requirements of the securities laws of each of the provinces of Canada (including, to the extent necessary, pursuant to an order or orders issued by the applicable Canadian securities regulators granting relief from any such prospectus and registration requirements that would otherwise be applicable).

C. Waiver of Conditions

Except as otherwise required by the terms of the Plan, the Debtors, with the consent of the Committee, may waive any of the conditions to Confirmation of the Plan and/or to occurrence of the Effective Date of the Plan set forth in this Article XI at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to confirm and/or consummate the Plan.

D. Effect of Non-occurrence of Conditions to Occurrence of the Effective Date

If the occurrence of the Effective Date of the Plan does not occur by December 31, 2004, unless otherwise extended by the Bankruptcy Court, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant hereto, shall be deemed null and void, and (c) nothing contained in the Plan or the Disclosure Statement shall: (1i) constitute a waiver or release of any Claims by or against the, or any Equity Interests in, such Debtors; or any other Person (2ii) prejudice in any manner the rights of the, or any other Person, or (3iii) constitute an admission, acknowledgment, offer or undertaking of any sort by the Debtors in or any respect of other Person.

ARTICLE XII.

DISCHARGE, RELEASE, INJUNCTION AND RELATED PROVISIONS

A. Subordination

The classification and manner of satisfying all Claims and Equity Interests and the respective distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise, and any and all such rights are settled, compromised and released pursuant hereto. The Confirmation Order shall permanently enjoin, effective as of the Effective Date, all Persons and Entities from enforcing or attempting to enforce any such contractual, legal and equitable subordination rights satisfied, compromised and settled in this manner.

B. Mutual Releases by Releasees

On and after the Effective Date, for good and valuable consideration, including the services of the Releasees to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, each of the Releasees shall be deemed to have unconditionally released one another from any and all Claims (as defined in section 101(5) of the Bankruptcy Code), obligations, rights, suits, damages, remedies and liabilities whatsoever, including any Claims that could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter

arising, in law, equity or otherwise, that the Releasees or their subsidiaries would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Person or Entity, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, except for cases of willful misconduct or gross negligence and provided that the Debtors, the Reorganized Debtors, the PCT Representative on behalf of the PCT and the RCT Representative on behalf of the RCT reserve all PCT or RCT Causes of Action, as applicable, including their rights to bring Avoidance Actions, collect Vendor Deductions, or assert setoff, recoupment and other similar defenses or claims against members of the Committee and/or the OCRC with respect to Debtors' ordinary course business dealings with such Committee and/or OCRC members.

C. *Releases by Holders of Claims*

1. On and after the Effective Date, except for cases of willful misconduct or gross negligence, each Claim Holder that has affirmatively voted to accept the Plan shall be deemed to have unconditionally released the Releasees from any and all Claims, obligations, rights, suits, damages, remedies and liabilities whatsoever, including any Claims that could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Claim Holder would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date in any way relating or pertaining to (w) the purchase or sale, or the rescission of a purchase or sale, of any security of a Debtor, (x) a Debtor, Reorganized Debtor or Core-Mark Newco, (y) the Chapter 11 Cases or (z) the negotiation, formulation and preparation of the Plan, or any related agreements, instruments or other documents.

2. On and after the Effective Date, except for cases of willful misconduct or gross negligence, each Claim Holder that has affirmatively voted to accept the Plan shall be deemed to have unconditionally released the D&O Releasees from any and all Claims, obligations, rights, suits, damages, remedies and liabilities whatsoever, including any Claims that could be asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Claim Holder would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date in any way relating or pertaining to (w) the purchase or sale, or the rescission of a purchase or sale, of any security of a Debtor, (x) a Debtor, Reorganized Debtor or Core-Mark Newco, (y) the Chapter 11 Cases or (z) the negotiation, formulation and preparation of the Plan, or any related agreements, instruments or other documents; provided, however, that the foregoing release shall affect only those Claims, obligations, rights, suits, damages, remedies and liabilities in excess of the amount of the Debtors' directors and officers insurance proceeds, net of all defense costs and fees, actually available in cash so the D&O Releasees do not have to bear any cost to pay such claims; and provided further that the preceding limitation on releases given to directors and officers shall not apply to the current directors and officers of the Debtors who will serve as directors and/or officers of Core-Mark Newco or its subsidiaries after the Effective Date.

D. *Indemnification*

All D&O Releasees and their respective affiliates, agents and professionals shall be indemnified for any Claims, obligations, suits, judgments, damages, demands, debts, rights, Cause of Action or liabilities whether direct or indirect, derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating or pertaining to the Debtors, the Reorganized Debtors, Core-Mark Newco, the Chapter 11 Cases, the Plan or the Disclosure Statement through the Debtors' directors and officers insurance policies, up to a collective maximum equal to the amount of the Debtors' directors and officers insurance proceeds, net of all defense cost and fees, actually payable in Cash, to pay claims asserted against the D&O Releasees except for cases of willful misconduct or gross negligence; and provided, however, that the preceding limitation on indemnification of directors and officers shall not apply to current directors and officers of the Debtors who will serve as directors and/or officers of Core-Mark

Newco or its subsidiaries after the Effective Date. The Debtors will fund the purchase of tail liability coverage under the Debtors' directors and officers insurance policies.

E. Exculpation

The Debtors, the Reorganized Debtors, Core-Mark Newco, the D&O Releasees, the Post-Petition Lenders, the Tranche B Lenders, the Pre-Petition Lenders, the Agents, the Pre-Petition Agent, the Old Notes Trustees, the Committee, the OCRC, the PCT, the Post Confirmation Advisory Board, the PCT Representative, the RCT, the RCT Advisory Board and the RCT Representative, and their members, employees, and professionals (acting in such capacity) shall neither have nor incur any liability to any Person or Entity for any pre- or post-petition act taken or omitted to be taken in connection with or related to the formulation, negotiation, preparation, dissemination, implementation, administration, Confirmation or occurrence of the Effective Date of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other pre-petition or post-petition act taken or omitted to be taken in connection with, or in contemplation of, restructuring of the Debtors except in cases of gross negligence or willful misconduct.

F. Discharge of Claims and Termination of Equity Interests

Except as otherwise provided herein: (1) the rights afforded herein and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, against any Reorganized Debtor or any of its respective assets or properties, (2) on the Effective Date, all such Claims against, and Equity Interests in, any Reorganized Debtor shall be satisfied, discharged and released in full and (3) all Persons and Entities shall be precluded from asserting against any Reorganized Debtor, its successors or its assets or properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date.

G. Injunction

Except as otherwise expressly provided in the Plan, all Holders of Claims and Equity Interests are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Equity Interest against the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors unless a previous order modifying the stay provided under section 362 of the Bankruptcy Code was entered by the Court; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors; and (c) creating, perfecting, or enforcing any encumbrance of any kind against the property or interests in property of the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors.

H. Police and Regulatory Powers

Notwithstanding the foregoing, the releases, exculpation and injunction outlined herein shall not preclude a governmental entity from enforcing its police and regulatory powers and shall be binding on the PBGC on the terms identified in section X.E.

ARTICLE XIII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases after the Effective Date as legally permissible, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any

Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;

3. resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which any Debtor is party or with respect to which any Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date pursuant to Article VII herein to add or strike any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be assumed;

4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions hereof;

5. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors;

6. enter such orders as may be necessary or appropriate to implement or consummate the provisions hereof and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan or the Disclosure Statement;

7. resolve any cases, controversies, suits or disputes that may arise in connection with the occurrence of the Effective Date, interpretation or enforcement of the Plan or any Person's or Entity's obligations incurred in connection with the Plan;

8. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with occurrence of the Effective Date or enforcement of the Plan, except as otherwise provided herein;

9. resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article XII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunction and other provisions;

10. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

11. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan or the Disclosure Statement; and

12. enter an order and/or final decree concluding the Chapter 11 Cases.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. *Effectuating Documents, Further Transactions and Corporation Action*

Each of the Debtors and Reorganized Debtors is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions hereof and the notes and securities issued pursuant hereto.

Prior to, on or after the Effective Date (as appropriate), all matters provided for hereunder that would otherwise require approval of the shareholders or directors of the Debtors or Reorganized Debtors shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to the

applicable general corporation law of the states where each of the Debtors is organized without any requirement of further action by the shareholders or directors of any Debtor or Reorganized Debtor.

B. *Dissolution of Committee and OCRC*

The Committee and the OCRC shall be dissolved on the Effective Date, and members shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases provided that, after the Debtors Effective Date, the PCT shall pay the reasonable fees and expenses of the ~~Committee~~ PCT's Professionals incurred in connection with winding up the Chapter 11 Cases and the RCT shall pay the reasonable fees and expenses of the OCRC's Professionals incurred in connection with winding up the Chapter 11 Cases.

C. *Payment of Statutory Fees*

All fees payable pursuant to section 1930(a) of Title 28 of the United States Code, as determined by the Bankruptcy Court at the hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Case is converted, dismissed or closed, whichever occurs first.

D. *Modification of Plan*

Subject to the limitations contained in the Plan, and except for a modification that would adversely impact Reclamation Creditors in a manner inconsistent with the Revised Term Sheet without the consent of the OCRC, (1) the Debtors, with the consent of the Committee, reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order and (2) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be, with the consent of the Committee or the PCT Advisory Board, may upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

E. *Revocation of Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or occurrence of the Effective Date does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant hereto, shall be deemed null and void, and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtors or any other Person (ii) prejudice in any manner the rights of such Debtors or any other Person, or (iii) constitute an admission of any sort by the Debtors or any other Person.

F. *Environmental Liabilities*

Nothing in the Plan discharges, releases or precludes any environmental liability that is not a Claim. Furthermore, nothing in the Plan discharges, releases or precludes any environmental claim of the United States that arises on or after the Confirmation Date or releases any Reorganized Debtor from liability under environmental law as the owner or operator of property that such Reorganized Debtor owns or operates after the Confirmation Date. In addition, nothing in the Plan releases or precludes any environmental liability to the United States as to any Person or Entity other than the Debtors or Reorganized Debtors. Nothing in the Plan enjoins the United States from asserting or enforcing outside the Bankruptcy Court any liability described in this paragraph. Other than as specifically stated in this paragraph, the Debtors and Reorganized Debtors reserve their right to assert any and all defenses to the assertion or enforcement by the United States or any other person of any liability described in this paragraph.

G. *Successors and Assigns*

The rights, benefits and obligations of any Person or Entity named or referred to herein shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign of such Person or Entity.

H. *Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of this Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

I. *Section 1146 Exemption*

Pursuant to section 1146(c) of the Bankruptcy Code, ~~any transfers of property pursuant hereto shall be the issuance, transfer or exchange of a security, or the making or delivery of an instrument of transfer under this Plan, may not be subject to any document recording law imposing a stamp tax, stamp or similar tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.~~

J. *Further Assurances*

The Debtors, Reorganized Debtors, Core-Mark Newco and all Holders of Claims receiving distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

K. *Entire Agreement*

The Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

L. *Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered to any Reorganized Debtor, the Committee or the OCRC shall be sent by first class U.S. mail, postage prepaid to:

Fleming Companies, Inc.
1945 Lakepoint Drive
Lewisville, Texas 75057
Attn: Rebecca A. Roof

Milbank Tweed Hadley & McCloy LLP
One Chase Manhattan Plaza
New York, New York 10005
Attn: Dennis Dunne

And

Kirkland & Ellis LLP
200 E. Randolph Drive
Chicago, Illinois 60601
Attn: Geoffrey A. Richards
Janet S. Baer

Pepper Hamilton LLP
100 Renaissance Center
Suite 3600
Detroit, Michigan 48243-1157
Attn: I. William Cohen
Robert S. Hertzberg

And

Pachulski, Stang, Ziehl, Young, Jones &
Weintraub PC
919 North Market Street
Sixteenth Floor
P.O. Box 8705

Wilmington, Delaware 19899-8705
Attn: Laura Davis Jones

And

Piper Rudnick LLP
6225 Smith Avenue
Baltimore, MD 21209-3600
Attn: Mark J. Friedman

M. *Filing of Additional Documents*

On or before the Effective Date, the Debtors with the consent of the Creditors' Committee may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

Respectfully Submitted,

FLEMING COMPANIES, INC.

By: /s/ _____
Name: Rebecca A. Roof
Title: Interim Chief Financial Officer

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: /s/ _____
Name: Paul S. Aronzon
Title: Co-counsel for Official Committee of Unsecured Creditors

Document comparison done by DeltaView on Friday, July 16, 2004 08:34:51

Input:

Document 1	file:///I:\Fleming\Plan\3rd Amended and Revised Plan\Plan (RCT) 5-25.doc
Document 2	file:///I:\Fleming\Plan\Fourth Amended Plan\Plan 7-16-04.doc
Rendering set	Basic K&E

Legend:

<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Redline Summary:

No.	Change	Text
1-2	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
3-4	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
5-6	Change	"Dated: May 25, 2004" changed to "Dated: July 16, 2004"
7-8	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
9-10	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
11-12	Change	"CAUSES OF ACTION 29" changed to "CAUSES OF ACTION 30"
13-14	Change	"Causes of Action 29" changed to "Causes of Action 30"
15-16	Change	"or Released 32" changed to "or Released 33"
17-18	Change	"C. Sale of Assets 33" changed to "C. Sale of Assets 34"
19-20	Change	"EXECUTORY CONTRACTS AND

		UNEXPIRED LEASES" changed to "EXECUTORY CONTRACTS, UNEXPIRED LEASES"
21-23	Change	"UNEXPIRED LEASES 33" changed to "UNEXPIRED LEASES AND INSURED CLAIMS 34"
24-25	Change	"Unexpired Leases 33" changed to "Unexpired Leases 34"
26-27	Change	"and Employees 34" changed to "and Employees 35"
28-29	Change	"Benefit Programs 34" changed to "Benefit Programs 35"
30-31	Change	"DISTRIBUTIONS 36" changed to "DISTRIBUTIONS 37"
32-33	Change	"Effective Date 36" changed to "Effective Date 37"
34-35	Change	"and the RCT 36" changed to "and the RCT 37"
36-37	Change	"Distributions 37" changed to "Distributions 38"
38-39	Change	"Distributed 38" changed to "Distributed 39"
40-41	Change	"Distribution 38" changed to "Distribution 39"
42-43	Change	"Resolution Setoffs 38" changed to "Resolution Setoffs 39"
44-45	Change	"J. Old Notes 38" changed to "J. Old Notes 39"
46-47	Change	"Securities 39" changed to "Securities 40"
48-49	Change	"M. Share Reserve 39" changed to "M. Share Reserve 40"
50-51	Change	"Controversies 39" changed to "Controversies 40"
52	Insertion	O. Setoff/Recoupment by Holders of Claims 40
53-54	Change	"UNLIQUIDATED CLAIMS 39" changed to "UNLIQUIDATED CLAIMS 40"
55-56	Change	"Disputed Claims 39" changed to "Disputed Claims 40"

57-58	Change	"B. Allowance of Claims 40" changed to "B. Allowance of Claims 41"
59-60	Change	"Impairment 40" changed to "Impairment 41"
61-62	Change	"Controversies. 41" changed to "Controversies. 42"
63-64	Change	"Reclamation Claims 42" changed to "Reclamation Claims 43"
65-66	Change	"Effective Date 44" changed to "Effective Date 45"
67-68	Change	"Conditions 45" changed to "Conditions 46"
69-70	Change	"Effective Date 45" changed to "Effective Date 46"
71-72	Change	"PROVISIONS 45" changed to "PROVISIONS 46"
73-74	Change	"A. Subordination 45" changed to "A. Subordination 46"
75-76	Change	"by Releasees 45" changed to "by Releasees 46"
77-78	Change	"D. Indemnification 46" changed to "D. Indemnification 47"
79-80	Change	"E. Exculpation 46" changed to "E. Exculpation 47"
81-82	Change	"Equity Interests 47" changed to "Equity Interests 48"
83-84	Change	"G. Injunction 47" changed to "G. Injunction 48"
85-86	Change	"Regulatory Powers 47" changed to "Regulatory Powers 48"
87-88	Change	"JURISDICTION 47" changed to "JURISDICTION 48"
89-90	Change	"PROVISIONS 48" changed to "PROVISIONS 49"
91-92	Change	"Corporation Action 48" changed to "Corporation Action 49"
93-94	Change	"of Committee 48" changed to "of Committee and OCRC 49"
95-96	Change	"Statutory Fees 48" changed to "Statutory

		Fees 49"
97-98	Change	"D. Modification of Plan 49" changed to "D. Modification of Plan 50"
99-100	Change	"E. Revocation of Plan 49" changed to "E. Revocation of Plan 50"
101-102	Change	"Liabilities 49" changed to "Liabilities 50"
103-104	Change	"and Assigns 49" changed to "and Assigns 50"
105-106	Change	"H. Reservation of Rights 49" changed to "H. Reservation of Rights 50"
107-108	Change	"1146 Exemption 49" changed to "1146 Exemption 50"
109-110	Change	"Assurances 50" changed to "Assurances 51"
111-112	Change	"K. Entire Agreement 50" changed to "K. Entire Agreement 51"
113-114	Change	"of Documents 50" changed to "of Documents 51"
115-116	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
117-118	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
119	Change	"OF EXHIBITS TO BE FILED WITH THE" changed to "OF EXHIBITS FILED WITH THE"
120-121	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
122-123	Change	"Settings\Temp\Plan (RCT) 5-25.doc" changed to "Settings\Temp\Plan 7-16-04.doc"
124-125	Change	"anticipated to be seven days after" changed to "anticipated to be ten days after"
126-127	Change	"FSA Reserve as specifically" changed to "FSA Reserve because they...specifically"
128-129	Change	"collectively Core-Mark...Core-Mark International," changed to "collectively, Core-Mark International,"
130-133	Change	"on or before thirty (30) days after" changed to "on or before sixty (60) days after"
134	Change	"days after the date of" changed to "days after the later of (i) the date of"
135	Change	"compensation." changed to "compensation or (ii)...of the Effective Date."
136	Insertion	simple interest of 5%
137	Change	"on any outstanding" changed to "from the Effective Date on any outstanding"
138	Moved from	outstanding balance from the Effective Date
139	Deletion	calculated at the...on the Effective Date5
140	Deletion	5 The financial...an interest rate of 5%.

141	Insertion	simple interest of 5%
142	Change	"on any outstanding" changed to "from the Effective Date on any outstanding"
143	Moved from	outstanding balance from the Effective Date
144	Change	"calculated at the...Date, in quarterly" changed to ", in quarterly"
145-146	Change	"not to exceed six years after" changed to "not to exceed three years after"
147	Change	"securing such Claim." changed to "securing such Claim. As...Nos. 3142 and 5224)."
148	Change	"3(A) Claims are currently" changed to "3(A) Claims that are not...are currently"
149	Change	"Effective Date." changed to "Effective Date. ...the PCT's FSA Reserve."
150-151	Change	"Holders' Claim6" changed to "Holders' Claim5"
152-153	Change	"6 Holders of" changed to "5 Holders of"
154	Insertion	estimated to be appr
155-156	Change	"Holder's Claim.7" changed to "Holder's Claim.6"
157-158	Change	"7 These warrants" changed to "6 These warrants"
159	Insertion	Confirmation Hearing. ...dismissed or closed.
160	Change	"Division to either Core-Mark International," changed to "Division to Core-Mark International,"
161	Change	"International, Inc. or...Debtors. The specific" changed to "International, Inc. The specific"
162	Change	"Reorganized Debtor." changed to "Reorganized Debtor. The...pursuant to state law."
163	Change	"FSA Reserves and the Professional" changed to "FSA Reserves (subject to...and the Professional"
164	Insertion	Beneficiaries and Creditors
165-169	Change	"beneficiaries of the PCT,...including Administrative" changed to "beneficiaries of the PCT...Allowed Administrative"
170	Change	"Non-Tax Claims, Property Tax" changed to "Non-Tax Claims, Priority Property Tax"
171	Change	"Tax Claims, PACA/PASA Claims," changed to "Tax Claims, Other Secured...PACA/PASA Claims,"
172-173	Change	"PACA/PASA Claims, FSA liabilities, Convenience" changed to "PACA/PASA Claims, and Convenience"
174-178	Change	"Convenience Claims and...shall be (i) Core-

		Mark" changed to "Convenience Claims solely...to (i) Core-Mark"
179-180	Change	"by the RCT,8" changed to "by the RCT,7"
181-182	Change	"8 Holders of" changed to "7 Holders of"
183	Change	"Class 6(A) General Unsecured" changed to "Class 6(A) and 6(B) General Unsecured"
184-185	Change	"Creditors, at which time...delivered to the PCT." changed to "Creditors, pro rata."
186-187	Change	"PACA/PASA Claims ⁹ " changed to "PACA/PASA Claims ⁸ "
188-189	Change	" ⁹ The liability" changed to " ⁸ The liability"
190-191	Change	"EXECUTORY CONTRACTS AND UNEXPIRED LEASES" changed to "EXECUTORY CONTRACTS, UNEXPIRED LEASES"
192	Change	"UNEXPIRED LEASES" changed to "UNEXPIRED LEASES AND INSURED CLAIMS"
193	Change	"Reorganized Debtors will continue" changed to "Reorganized Debtors...Newco will continue"
194	Change	"Reorganized Debtors will continue" changed to "Reorganized Debtors...Newco will continue"
195	Change	"Compensation Payments"). With respect" changed to "Compensation Payments")...Policies. With respect"
196	Change	"Newco will continue to permit Ace and" changed to "Newco will permit Ace and"
197	Change	"National Union to use the Debtors'" changed to "National Union to continue to use the Debtors'"
198	Change	"the Debtors on account" changed to "the Debtors, the...Newco on account"
199	Deletion	pay any party
200-201	Insertion	(d) Exception for...such Deductible Amount.
202-203	Insertion	(e) Injunction as to...against the Insurers.
204-205	Change	"Old Republic Claims" changed to "Old Republic Policies"
206	Change	"Old Republic" changed to "The Debtors have...all of the Old Republic"
207-208	Change	"Old Republic Insurance Company shall be entitled" changed to "Old Republic Policies...shall be entitled"
209-210	Insertion	6. The Ace LPT Agreements

211	Insertion	The Debtors have entered...and the RLR Policies.
212-213	Insertion	O. Setoff/Recoupment by Holders of Claims
214	Insertion	Notwithstanding anything...the Effective Date.
215-216	Change	"After the Effective" changed to "For the first 90 days...days after the Effective"
217	Change	"in regard to objections to" changed to "in regard to (a) objections to"
218-219	Change	"and other fees, and in accordance" changed to "and other fees and (b)...Date, in accordance"
220	Change	"and the Plan, the PCT Representative" changed to "and the Plan, (x) the PCT Representative"
221-222	Change	"and the Plan. The RCT Representative" changed to "and the Plan and (y) the RCT Representative"
223-224	Change	"Term Sheet. From and after the Effective" changed to "Term Sheet. Beginning...days after the Effective"
225	Insertion	Bankruptcy Court. ...to such Insured Claims.
226	Change	"constitute either the Allowed" changed to "constitute the Allowed"
227-229	Change	"of such Claim or a...by the Bankruptcy" changed to "of such Claim, unless...by the Bankruptcy"
230-237	Change	"Bankruptcy Court. If the...on such Claim. All" changed to "Bankruptcy Court. ...an Insured Claim. All"
238	Change	"the Plan. ...Order. In the event" changed to "the Plan. In the event"
239-244	Change	"Bankruptcy Code. All...it owes the Debtors" changed to "Bankruptcy Code,...Claim to the Debtors"
245-246	Change	"Debtors in full." changed to "Debtors in accordance...of the Bankruptcy Code."
247	Deletion	.
248	Change	"Bankruptcy Court, the Plan shall" changed to "Bankruptcy Court, then (a) the Plan shall"
249-250	Change	"all respects and nothing contained" changed to "all respects, (b) any...(c) nothing contained"
251-254	Change	"in the Plan or the...shall: (1) constitute" changed to "in the Plan shall (i) constitute"
255-260	Change	"by or against the Debtors; (2) prejudice" changed to "by or against, or any...Person (ii) prejudice"

261-266	Change	"the rights of the Debtors; or (3) constitute" changed to "the rights of such...or (iii) constitute"
267-268	Change	"an admission,...by the Debtors" changed to "an admission of any sort by the Debtors"
269-272	Change	"the Debtors in any respect." changed to "the Debtors or any other Person."
273	Change	"Committee, the PCT, the Post" changed to "Committee, the OCRC, the PCT, the Post"
274	Change	"the Debtors." changed to "the Debtors except in ...or willful misconduct."
275	Change	"against any Debtor or any" changed to "against any Reorganized Debtor or any"
276	Change	"Interests in, any Debtor shall" changed to "Interests in, any Reorganized Debtor shall"
277-279	Change	"provided that the Debtors shall pay the" changed to "provided that, after the...the PCT shall pay the"
280-283	Change	"expenses of the...and OCRC's Professionals" changed to "expenses of the PCT's...the OCRC's Professionals"
284-294	Change	"Bankruptcy Code, any...governmental assessment." changed to "Bankruptcy Code, the...tax or similar tax."
295	Insertion	C:\Documents and...7-16-04.doc
296	Insertion	C:\Documents and...7-16-04.doc

Statistics:	
	Count
Insertions	163
Deletions	129
Moved from	2
Moved to	2
Format changed	0
Total changes	296

EXHIBIT B

Assumption Schedule

**Reorganized Debtors' Assumption Schedule
In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
1	1,2,3 Hunt LLC dba 4th Street Conoco		P.O. Box 1046	Walker	MN	56484	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
2	653736 Alberta Ltd. *	Randy Holt c/o Western Spirit Investments Ltd.	#312 - 645 Fort Street	Victoria	British Columbia	V8W 1G2	Calgary	8225 30th Street SE	Calgary	Alberta	Real property lease		\$ -
3	ACE-INA Canadian Liability *		Exchange Tower 130 King Street West	Toronto	Ontario	M5X 1A6	Corporate	13211 Delf Place, Suite 601	Richmond	British Columbia	Insurance contract	Policy Number: CGL322703	\$ -
4	Acme Protective Systems Limited *		1632 West 6th Avenue	Vancouver	British Columbia	V6J 1R3	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Services contract		\$ 96.69
5	ADT Canada Inc. *		2821 3rd Ave, NE	Calgary	Alberta	T2A 7P3	Calgary	8225 30th Street SE	Calgary	Alberta	Services contract		\$ -
6	ADT Canada Inc. *		922 Pandora Avenue	Victoria	British Columbia	V8V 3P3	Victoria	2924 Jacklin Road	Victoria	British Columbia	Services contract		\$ 155.20
7	ADT Security Services Canada, Inc. *		10648 - 170 St	Edmonton	Alberta	T5S 1P3	Calgary	6028 - 103 Street	Edmonton	Alberta	Services contract		\$ -
8	ADT Security Services Canada, Inc. *		2821 3rd Ave, NE	Calgary	Alberta	T2A 7P3	Calgary	8225 30th Street SE	Calgary	Alberta	Services contract		\$ -
9	ADT Security Services, Inc.	Tim Ferris	7434 Tower Street	Fort Worth	TX	76118	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Services contract	Contract No. 01200103431534	\$ 722.03
10	ADT Security Services, Inc.	Jonathan Hu	5400 West Rosecrans Avenue	Hawthorne	CA	90250	Los Angeles	2311 East 48th Street	Vernon	CA	Services contract		\$ -
11	ADT Security Services, Inc.	Jonathan Hu	5400 West Rosecrans Avenue	Hawthorne	CA	90250	Los Angeles	2311 East 48th Street	Vernon	CA	Services contract		\$ -
12	ADT Security Services, Inc.	Jonathan Hu	5400 West Rosecrans Avenue	Hawthorne	CA	90250	Los Angeles	2311 East 48th Street	Vernon	CA	Services contract		\$ -
13	ADT Security Services, Inc.		PO Box 96175	Las Vegas	NV	89502	Sacramento	3970 Pell Drive	Sacramento	CA	Maintenance contract		\$ -
14	ADT Security Services, Inc. *		3536 East, 4th Avenue	Vancouver	British Columbia	V5M 1M3	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Services contract		\$ 155.20
15	Advanced Security Systems		3302 T Street	Eureka	CA	95503-5550	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract	Contract No. 246	\$ -
16	Albertsons Fuel Center Stores		250 Park Center Blvd	Boise	ID	83726	National Accounts				Customer contract		\$ -
17	All-State Vehicles, Inc. (Leasing Associates)		42-01 Northern Blvd	Long Island City	NY	11101	Transportation				Vehicle lease		\$ 92.28
18	Allstream Corp *		P.O. Box 333, Station M	Toronto	Ontario	M6S 4W9	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Services contract		\$ -
19	Alpha Dental Programs, Inc. dba DeltaCare		1431 Greenway Drive, Suite 520	Irving	TX	75038	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Benefit contract		\$ -
20	American Express Travel Related Services Company, Inc.		P.O. Box 53852 Attn: Department 87	Phoenix	AZ	85072	Atlanta	4820 North Church Lane	Smyrna	GA	Services contract		\$ -
21	American Linen		980 Ellen Avenue P.O. Box 1280	Medford	OR	97501	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract	Contract No. 3680 & 3607	\$ 845.51
22	American Mailing Systems, Inc.	Bob Moore	2703A Broadbent Parkway NE	Albuquerque	NM	87107	Albuquerque	5600 Second Street NW	Albuquerque	NM	Maintenance contract	Covers Neopost models SM52AL & SE37	\$ -
23	AmeriPride Linen and Apparel Services		700 Industrial Blvd. Northeast	Minneapolis	MN	55413	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ 819.62
24	AMEX Business Finance		P.O. Box 660631	Dallas	TX	75266	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Services contract	Contract No. 244269/273537	\$ -
25	Anclit Heating & Cooling		4320 North Williams Avenue	Portland	OR	97217	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Maintenance contract	Contract No. 57221	\$ 125.00
26	Aramark Uniform Services, Inc.		3101 West Adams P.O. Box 5206	Sanita Ana	CA	92704	Corona	353 Meyer Circle	Corona	CA	Services contract		\$ 1,378.00
27	Arch Wireless		P.O. Box 660770	Dallas	TX	75266-0770	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract	Contract No. 37054863	\$ -
28	Armored Transport Northwest, Inc.		P.O. Box 14687	Portland	OR	97214	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Services contract		\$ 40.00
29	Arpac Storage Systems Corporation *		7663 Progress Way Tilbury Industrial Park	Delta	British Columbia	V4G 1A2	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Maintenance contract		\$ 3,468.17
30	Assured Security Systems		P.O. Box 1537	Corona	CA	91718	AMI	311 Reed Circle	Corona	CA	Services contract		\$ 450.00
31	AT & T Consumer Lease Services		PO Box 78973	Phoenix	AZ	85062	Sacramento	3970 Pell Drive	Sacramento	CA	Equipment lease		\$ -
32	AT Systems Northwest		980 SE Stephens Street	Roseburg	OR	97470	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract		\$ -
33	AT Systems West, Inc.		1612 West Pico Blvd P.O. Box 15060	Los Angeles	CA	90015-5060	Bakersfield	200 Core-Mark Court	Bakersfield	CA	Services contract	Contract No. 120-25-060735	\$ -
34	AT Systems West, Inc.		PO Box 15060	Los Angeles	CA	90015	Sacramento	3970 Pell Drive	Sacramento	CA	Services contract		\$ -
35	B & M Oil LLC, dba Hackensack Junction		P.O. Box 1046	Walker	MN	56484	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
36	Bank of Montreal *	Merchant Services	3300 Bloor Street West Floor, Centre Tower	Toronto	Ontario	M2X 2X3	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Services contract		\$ -
37	Bay Alarm		325 Seventh Street	Oakland	CA	94607	Hayward	31300 Medallion Drive	Hayward	CA	Services contract	Contract No. 2933120	\$ -
38	BellSouth Telecommunications, Inc.		P.O. Box 740144	Atlanta	GA	30374-0144	Allanta	4820 North Church Lane	Smyrna	GA	Services contract		\$ 906.39

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Reorganized Debtors' Assumption Schedule
In US Dollars

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
39	Benson Systems		310 North Pasadena Street	Gilbert	AZ	85233	Sacramento	3970 Pell Drive	Sacramento	CA	Maintenance contract		\$ -
40	Best Oil Company		30 North 8th Street	Cloquet	MN	55720	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
41	BFI Canada Inc. *		2240 Keating X Road	Seanchichton	British Columbia	V8M 2A6	Victoria	2924 Jacklin Road	Victoria	British Columbia	Services contract	Contract No. 1156	\$ 368.34
42	Bill & Cathy Davidson	Bill Davidson	PO Box 823	Bayside	CA	95524	Grants Pass	10 West 7th Street	Eureka	CA	Real property lease		\$ -
43	Black & Mc Donald *		401A Weston Street	Winnipeg	Manitoba	R3E-3H4	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Maintenance contract	Contract No. L0046/4	\$ -
44	Broer Company	Bob Gallagher	PO Box 2005	Grants Pass	OR	97528	Grants Pass	303 NE F Street	Grants Pass	OR	Real property lease		\$ 1,600.61
45	Budget Uniform Rental Supply	David Curey	1702 West 134th Street	Gardena	CA	90249	Los Angeles	2311 East 48th Street	Vernon	CA	Services contract		\$ 2,012.73
46	California Document Shredding, Inc.		P.O. Box 12085	Glendale	CA	91224	Los Angeles	2311 East 48th Street	Vernon	CA	Services contract		\$ 48.00
47	CalWest Industrial Properties LLC	Patti Dillon c/o Harsch Investment Properties - Nevada	3111 South Valley View, Suite K-101	Las Vegas	NV	89102	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Real property lease		\$ -
48	Cambridge Horizon Consultants, Inc.	Kenneth Ritter	445 North LaSalle Street	Chicago	IL	60610	Corporate				Professional Services		\$ 54,116.07
49	Canadian Pest Control Ltd. *		2221 Hartley Avenue	Coquitlam	British Columbia	V3K 6W9	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Services contract		\$ -
50	Canadian Tire Petroleum *	Denise Crofton	2180 Yonge Street P.O. Box 770, Station K	Toronto	Ontario	M4P 2V8	Canada				Customer contract		\$ -
51	Canadian Waste *		2330 United Blvd.	Coquitlam	British Columbia	V3K 6S1	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Services contract	Contract CS 066442	\$ -
52	Canadian Waste Services Inc. *		4688 25th Street SE	Calgary	Alberta	T2B 3M2	Calgary	8225 30th Street SE	Calgary	Alberta	Services contract	Contract No. S183132/124055	\$ 957.15
53	Canon Business Solutions, Inc.		110 West Walnut Street	Gardena	CA	90248	AMI	311 Reed Circle	Corona	CA	Maintenance contract	Contract No. S63705	\$ 1,287.38
54	Canon Financial Services, Inc.		P.O. BOX 42937	Philadelphia	PA	19101-2937	AMI	311 Reed Circle	Corona	CA	Equipment lease	Canon models IR 550	\$ 870.49
55	Carolina Logistics Service, Inc.	Randy McLean	2601 Pilgrim Court	Winston-Salem	NC	27106-5238	Atlanta	4820 North Church Lane	Smyrna	GA	Services contract		\$ -
56	CCF Inc		125 Columbia Court	Chaska	MN	55318	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
57	Chevron Canada Limited *	Douglas A. Schweers	1500-1050 West Pender Street	Vancouver	British Columbia	V6E 3T4	Canada				Customer contract		\$ -
58	Cingular Wireless		5565 Glenridge Connector, Suite 1100-CO	Los Angeles	CA	90060-0017	Bakersfield	200 Core-Mark Court	Bakersfield	CA	Services contract	Contract No. 75-67782	\$ 1,355.25
59	Cingular Wireless		5565 Glenridge Connector, Suite 1100-CO	Los Angeles	CA	90060-0017	Bakersfield	200 Core-Mark Court	Bakersfield	CA	Services contract	Contract No. 015357751	\$ 999.91
60	Cintas Corporation		5495 Oswego Street	Denver	CO	80239	Denver	3797 North Windsor Drive	Aurora	CO	Services contract	Contract No. 4542	\$ -
61	Cintas Corporation		11500 95th Avenue North	Maple Grove	MN	55369	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Services contract		\$ 553.02
62	Cintas Corporation *		417 16th Avenue NW	Calgary	Alberta	T2M 0J3	Calgary	8225 30th Street SE	Calgary	Alberta	Services contract		\$ 103.54
63	Circle K Stores Inc.		1500 North Priest Drive	Tempe	AZ	85281	National Accounts				Customer contract and amendments		\$ -
64	Circle K Stores Inc.		1500 North Priest Drive	Tempe	AZ	85281	National Accounts				Customer contract and amendments		\$ -
65	CIT Financial Ltd. *		P.O. Box 4094 Station A	Toronto	Ontario	M5W3T1	Calgary	8225 30th Street SE	Calgary	Alberta	Equipment lease	Contract No. N384279	\$ 106.82
66	CIT Financial Ltd. *		800 - 550 Burrard St.	Vancouver	British Columbia	V6C 2K1	Victoria	2924 Jacklin Road	Victoria	British Columbia	Equipment lease	Neopost models FT35 & SE	\$ -
67	Citicorp Vendor Finance, Inc.		PO Box 41647	Philadelphia	PA	19101	Corona	5545 West Latham Street, Suite 3C	Phoenix	AZ	Equipment lease	Contract No. 3662730 - Panasonic	\$ 146.11
68	Citicorp Vendor Finance, Inc.		P.O. Box 7247-0322	Philadelphia	PA	19170-0322	Grants Pass	303 NE F Street	Grants Pass	OR	Equipment lease	Contract No. 0942906 - Sharp model AR-405, s/n 65044660	\$ 499.00
69	City Market	Brad Hansen	1240 Hennepin Avenue	Minneapolis	MN	55403	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
70	Convenience Acquisition Company LLC dba More-For-Less		3336 Bradshaw Road, Suite 260	Sacramento	CA	95827	National Accounts				Customer contract		\$ -
71	Core-Mark International, Inc. Non Bargaining Employees Pension Plan		395 Oyster Pt. Blvd., Suite 415	SSF	CA	94080	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Benefit contract		\$ -
72	Crown Equipment		PO Box 641173	Cincinnati	OH	641173	Sacramento	3970 Pell Drive	Sacramento	CA	Maintenance contract		\$ 4,171.24
73	Crown West Realty, LLC	Joyce Bunn	3808 North Sullivan Road Building N-15, Suite 202	Spokane	WA	99216	Spokane	3808 North Sullivan Street, Building 35A	Spokane	WA	Real property lease		\$ -
74	CSC Credit Services		652 North Sam Houston Parkway, East #330	Houston	TX	77060	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Services contract		\$ 124.24
75	Culligan		6030 Culligan Way	Minnetonka	MN	55345	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Equipment lease		\$ -
76	CVP Partnership Inc.	R.L. McGillis	3168 South 1030 West	Salt Lake City	UT	84119	Salt Lake City	1030 West 3130 South	Salt Lake City	UT	Real property lease		\$ -

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**Reorganized Debtors' Assumption Schedule
In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
77	D&D Oil Company d/b/a Cowboy's Food Mart		2614 Old Moulton Road	Decatur	GA	35603	Atlanta	4820 North Church Lane	Smyrna	GA	Customer contract		\$ -
78	Danka Financial Services Inc. *		1235 north Service Road West, Suite 100	Oakville	Ontario	L6M 2W2	Calgary	6028 - 103 Street	Edmonton	Alberta	Equipment lease	Estudio 35, s/n CUK132363	\$ 255.18
79	Danka Office Imaging		4388 Collections Center Drive	Chicago	IL	60693	Sacramento	245 Telegraph Street	Reno	NV	Equipment lease		\$ 30.54
80	Danka Office Imaging Company	Cody Rushing	11208 Danka Boulevard	St. Petersburg	FL	33716	Albuquerque	5600 Second Street NW	Albuquerque	NM	Maintenance contract	Contract No. 480928	\$ -
81	Danka Office Imaging Company		11208 Danka Boulevard	St. Petersburg	FL	33716	Albuquerque	5600 Second Street NW	Albuquerque	NM	Maintenance contract	Contract No. 358515	\$ 132.55
82	Danka Office Imaging Company		11208 Danka Boulevard	St. Petersburg	FL	33716	Albuquerque	5600 Second Street NW	Albuquerque	NM	Maintenance contract	Contract No. 459799	\$ -
83	Data Impact		5432 Bolsa Avenue, Suite A	Huntington Beach	CA	92640	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Services contract		\$ -
84	Datasafe, Inc.		P.O. Box 23056	Tigard	OR	97281	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Services contract	Contract No. 0167	\$ -
85	De Lage Landen Financial Services, Inc.		Lease Processing Center 1111 Old Eagle School Road	Wayne	PA	19087-1453	Corona	353 Meyer Circle	Corona	CA	Equipment lease	Contract No. 24480776 - Sharp model FO-6700	\$ -
86	Delstar Group		2212 East Magnolia Street	Phoenix	AZ	85034	National Accounts				Customer contract		\$ -
87	Delta Dental Plan of California (DDPC)		P.O. Box 7736	San Francisco	CA	94120	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Benefit contract		\$ -
88	DeltaCare Dental Plan, Inc.		3012 W. Charlston Blvd., Suite 120	Las Vegas	NV	89102	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Benefit contract		\$ -
89	DeltaCare Dental Plan, Inc.		257 E. 200 South, Suite 375	Salt Lake City	UT	84111	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Benefit contract		\$ -
90	Development Services of America	Alicia Daniel	4025 Delridge Way SW, Suite 100	Seattle	WA	98106	Spokane	North 1015 Dyer Road	Spokane	WA	Real property lease		\$ -
91	Discount Cigarette Store, LLC		1812 Snyder Avenue	Cheyenne	WY	82001	National Accounts				Customer contract		\$ -
92	Discover Business Services	Lisa Myers	6500 New Albany Road East	New Albany	OH	43054	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Services contract		\$ -
93	DocuCom Limited Partnership *	Maria Pasquariello c/o HSBC Bank Canada	19 Allstate Parkway, 2nd floor	Markham	Ontario	L3R 9T8	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Services contract		\$ -
94	Domo Gasoline Corporation LTD. *		#200, 270 Fort Street	Winnipeg	Manitoba	R3C 1E5	Canada				Customer contract		\$ -
95	Dun & Bradstreet		P.O. Box 3664	Edmond	OK	73063	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Services contract		\$ -
96	E3		P.O. Box 932164	Atlanta	GA	31193	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Software License		\$ -
97	Edwards and Anderson Inc.	Jerry Anderson	2845 Day Road	Gilroy	CA	95020	Hayward	31300 Medallion Drive	Hayward	CA	Customer contract		\$ -
98	Equant Integration Services		5741 Rio Vista Drive	Clearwater	FL	33760	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Services contract		\$ -
99	Ernesto Rufino	David Jose	189 Glasgo Lane	San Carlos	CA	94070	Corporate	152 Lombard Street, #808	San Francisco	CA	Real property lease		\$ -
100	Experian Information Solutions, Inc.	Information Solutions Division	505 City Parkway West	Orange	CA	92868	Los Angeles	2311 East 48th Street	Vernon	CA	Services contract		\$ 198.80
101	Fas Gas *		4919 - 50th Street	Red Deer	Alberta	T4N 6C9	Canada				Customer contract		\$ -
102	Federal Insurance		190 South LaSalle Street, 11th Floor	Chicago	IL	60603	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 79060428	\$ -
103	FGW Properties	David Williams	3140 Bear Street, Suite 240	Costa Mesa	CA	92626	Bakersfield	200 Core-Mark Court	Bakersfield	CA	Real property lease		\$ -
104	Fireman's Fund		1601 Chestnut Street, TL34K	Philadelphia	PA	19103	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: XXX00075740621	\$ -
105	Removed												\$ -
106	First Island Armoured Transport Ltd. *		612 Garbally Road	Victoria	British Columbia	V8T 2K2	Victoria	2924 Jacklin Road	Victoria	British Columbia	Services contract		\$ 209.18
107	FKM Copier Products		100 North Hill Drive, Suite 16	Brisbane	CA	94005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Maintenance contract		\$ 1,138.30
108	Francotyp-Postalia, Inc.		1980 University Lane	Lisle	IL	60532-2152	AMI	311 Reed Circle	Corona	CA	Equipment lease	Francotyp-Postalia model T-1000	\$ -
109	Fraser Valley Refrigeration Ltd. *	Dave Kennedy	28121 Fraser Highway, Box 337	Aldergrove	British Columbia	V4W 2T8	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Maintenance contract		\$ 1,020.94
110	Futures	Jeff Abramson c/o Business Real Estate Brokerage Co.	5050 Avenida Encinas, Suite 150	Calsbad	CA	92008	Corona	2125 El Camino Real	Oceanside	CA	Real property lease		\$ -
111	G&K Services, Inc.		2144 Royal Lane, Suite 100	Dallas	TX	75229	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Services contract		\$ 431.70
112	Gary Brown Associates, Inc.		8818 West Market Street	Colfax	NC	27235	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Software License		\$ -
113	Gas 'N Shop, Inc.	David Cap	701 Marina Bay Place	Lincoln	NE	68501	Denver	3797 North Windsor Drive	Aurora	CO	Customer contract		\$ -
114	GATX Capital	Mark McCarthy	2502 N. Rocky Point Drive, Suite 960	Tampa	FL	33607-4928	Information Technology	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Equipment lease	Schedule No. 91	\$ -

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In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
115	GATX Capital	Mark McCarthy	2502 N. Rocky Point Drive, Suite 960	Tampa	FL	33607-4928	Information Technology	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Equipment lease	Schedule No. 92	\$ -
116	GATX Capital	Mark McCarthy	2502 N. Rocky Point Drive, Suite 960	Tampa	FL	33607-4928	Information Technology	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Equipment lease	Schedule No. 94	\$ -
117	GATX Capital	Mark McCarthy	2502 N. Rocky Point Drive, Suite 960	Tampa	FL	33607-4928	Information Technology	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Equipment lease	Schedule No. 95	\$ 25,877.27
118	GE Capital Fleet Services	Keith Bergquist	Three Capital Drive	Eden Prairie	MN	55344	Transportation				Vehicle lease	Master lease No. 313046	\$ -
119	GE Capital Fleet Services	Keith Bergquist	Three Capital Drive	Eden Prairie	MN	55344	Transportation				Vehicle lease	Master lease No. 609	\$ -
120	Genco Corporation dba McCullagh Leasing (GE Capital Fleet Services)	Keith Bergquist	Three Capital Drive	Eden Prairie	MN	55344	Transportation				Vehicle lease	Master lease No. 309197	\$ -
121	General Electric Capital Corporation	Mike Becker	4333 Edgewood Road NE	Cedar Rapids	IA	52499	Albuquerque	5600 Second Street NW	Albuquerque	NM	Equipment lease	Lease No. 7084716001	\$ 702.80
122	General Electric Capital Corporation		1961 Hirst Drive	Moberly	MO	65270	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Equipment lease	Lease No. 625784308	\$ 892.22
123	General Teamsters Local Union No. 78		482 "C" Street	Hayward	CA	94541	Human Resources	31300 Medallion Drive	Hayward	CA	Labor Contract		\$ -
124	Giant Industries, Inc.		23733 North Scottsdale Road	Scottsdale	AZ	85255	National Accounts				Customer contract		\$ -
125	Good Time Stores, Inc.	Glenn S. Keller	7108 Airport Road	El Paso	TX	85255	Albuquerque	5600 Second Street NW	Albuquerque	NM	Customer contract		\$ -
126	Guard Systems, Inc.		Corporate Offices 3057 Roswell Street	Los Angeles	CA	90065	Corona	353 Meyer Circle	Corona	CA	Services contract		\$ 6,442.08
127	Gulf Insurance		190 South LaSalle Street, 11th Floor	Chicago	IL	60603	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: GA2856382	\$ -
128	GWL Realty Advisors Inc. *	Kate Thrift	#1070 - 505 Burrard Street	Vancouver	British Columbia	V7X 1M5	Corporate	13211 Delf Place, Suite 601	Richmond	British Columbia	Real property lease		\$ -
129	Hance Scarborough Wright Ginsberg & Brustlow	Tom Tourtellotte	111 Congress Avenue, Suite 500	Austin	TX	78701	Corporate				Professional Services		\$ -
130	Hiway Refrigeration Ltd. *	Bruce Vail	32 Fawcett Road Cape Horn Business Park	Coquitlam	British Columbia	V3K 6V5	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Maintenance contract		\$ 957.20
131	Honeywell, Inc.		2401 South 1070 West	Salt Lake City	UT	84119	Salt Lake City	1030 West 3130 South	Salt Lake City	UT	Services contract		\$ 283.50
132	Hudson Group Retail Specialists	Mike Maslen	One Meadowlands Plaza	East Rutherford	NJ	07073	Canada				Customer contract		\$ -
133	Husky Oil Marketing Company, a Division of Husky Oil Limited *		707, 8th Avenue SW Box 6525, Station D	Calgary	Alberta	T2P 3G7	Canada				Customer contract		\$ -
134	Hyperion Software Operations, Inc.		900 Long Ridge Road	Stamford	CT	06902	Information Technology	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Software License		\$ -
135	IBM Canada Ltd. *		3600 Steeles Ave E	Markham	Ontario	L3R 9Z7	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Schedule 2001	\$ -
136	IBM Canada Ltd. *		3600 Steeles Ave E	Markham	Ontario	L3R 9Z7	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Schedule 595972-2002	\$ -
137	IBM Canada Ltd. *		3600 Steeles Ave E	Markham	Ontario	L3R 9Z7	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Schedule 595972-2002	\$ -
138	IBM Canada Ltd. *		3600 Steeles Ave E	Markham	Ontario	L3R 9Z7	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Schedule 2004	\$ -
139	IBM Canada Ltd. *		3600 Steeles Ave E	Markham	Ontario	L3R 9Z7	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Schedule 2003	\$ -
140	IBM Canada Ltd. *		3600 Steeles Ave E	Markham	Ontario	L3R 9Z7	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Schedule 295972-2005	\$ -
141	Ikon Capital *		P.O. Box 44048 Garside Postal Outlet	Edmonton	Alberta	T5V1N6	Calgary	8225 30th Street SE	Calgary	Alberta	Equipment lease	Contract No. MPJ10412	\$ -
142	Illinois Union Insurance Company	ACE Environmental Risk	1601 Chestnut Street, TL32C	Philadelphia	PA	19103	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: UST G21740883	\$ -
143	Imperial Food & Vending Service		5001 North Lagoon Avenue	Portland	OR	97217	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Services contract		\$ -
144	Imperial Oil, a partnership of Imperial Oil Limited and McColl-Frontenac Petroleum, Inc. *		111 St. Clair Avenue West	Toronto	Ontario	M5W 1K3	Canada				Customer contract		\$ -
145	Independent Buyers' Association, Inc. d/b/a Independent Buyers' CO-OP	James Ridenour	1840 Norwood Plaza, Suite 101	Hurst	TX	76054	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Customer contract		\$ -
146	Industrial Wood and Allied Workers of Canada, Local 1-80, C.L.C. *		P.O. Box 845 351 Brae Road	Duncan	British Columbia	V9L 3T9	Human Resources	2924 Jacklin Road	Victoria	British Columbia	Labor Contract		\$ -
147	IOS Capital, Inc.		1738 Bass Road	Macon	GA	31210	Salt Lake City	1030 West 3130 South	Salt Lake City	UT	Equipment lease	Contract No. 354820-128103 - Canon model 5000	\$ 728.86
148	IOS Capital, Inc.		1738 Bass Road	Macon	GA	3120	Spokane	North 1015 Dyer Road	Spokane	WA	Equipment lease	Contract No. 993371-1202232 - Model R1045	\$ -
149	J&M Ikard Leasing, LLC	Meg Ikard	6236 Las Vistas	Las Cruces	NM	88005	Albuquerque	425 Motel Blvd.	Las Cruces	NM	Real property lease		\$ -
150	J&R Oil Company Inc.		224 South Joy Street	Corona	CA	92870	Corona	353 Meyer Circle	Corona	CA	Customer contract		\$ -
151	Jacklin Road Properties, Ltd. *	Laura Veevers c/o ACM Management Services Ltd.	#210 - 1140 Homer Street	Vancouver	British Columbia	V6B 2X6	Victoria	2924 Jacklin Road	Victoria	British Columbia	Real property lease		\$ 28.89
152	Jim Meyer		195 Horseshoe Lane	Missoula	MT	59803	Spokane	2801 South Russell Street	Missoula	MT	Real property lease		\$ 250.00

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In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
153	Johnston Waste Management *		201-60 Eagle Drive	Winnipeg	Manitoba	R2R-1V5	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Services contract	Contract No. 437-480	\$ 313.80
154	Kashiwa Fudosan America, Inc	Wilma T. Vanson c/o Cushman & Wakefield Inc.	P.O. Box 45258	San Francisco	CA	94145	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Real property lease		\$ 1,231.39
155	Kashiwa Fudosan America, Inc	Wilma T. Vanson c/o Cushman & Wakefield Inc.	P.O. Box 45258	San Francisco	CA	94145	Corporate	395 Oyster Point Blvd, Suite 114	South San Francisco	CA	Real property lease		
156	Kyocera Mita America, Inc.		1981 Hirst Drive	Moberly	MO	65270	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Equipment lease	Lease No. 6800493003	\$ 4,192.52
157	Land Group, LLC	David Williams	1060 SE M Street	Grants Pass	OR	97526	Grants Pass	1060 SE M Street	Grants Pass	OR	Real property lease		\$ -
158	Lexington	Eastern Risk Specialists	1700 Market Street, Suite #1810	Philadelphia	PA	19103	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 8535378	\$ -
159	Liberty Mutual		55 Water Street, 18th Floor	New York	NY	10041	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: LQI-B71-073620-030	\$ -
160	Lloyd's Refrigeration Inc.		3550 West Tompkins	Las Vegas	NV	89103-5656	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Maintenance contract		\$ -
161	LMF & R, d/b/a Ada Junction		P.O. Box 1046	Walker	MN	56484	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
162	Loomis, Fargo & Co.		624 Industrial Road NE	Albuquerque	NM	87107	Albuquerque	5600 Second Street NW	Albuquerque	NM	Services contract		\$ 39.77
163	Loomis, Fargo & Co.		1939 Augusta court	Ontario	CA	91761	Corona	353 Meyer Circle	Corona	CA	Services contract		\$ 53.51
164	Loomis, Fargo & Co.		3370 Palm Parkway	Las Vegas	NV	89104	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Services contract		\$ 44.10
165	Louis/Elaine Vasconcelos	Louis Vasconcelos	1525 White Ridge Circle	Reno	NV	89509	Sacramento	245 Telegraph Street	Reno	NV	Real property lease		\$ -
166	Lumbermans Mutual		500 West Madison Street, Suite #1100	Chicago	IL	60661-2555	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 9SR14061000	\$ -
167	M & B of Bagley LLC, d/b/a Bagley Junction		P.O. Box 1046	Walker	MN	56484	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
168	MAC Trailer Leasing, LLC dba PLM Trailer Leasing		4752 Clark Howell Highway	College Park	GA	30349	Atlanta	4820 North Church Lane	Smyrna	GA	Vehicle rental	Contract No. 622903	\$ -
169	MAC Trailer Leasing, LLC dba PLM Trailer Leasing		4752 Clark Howell Highway	College Park	GA	30349	Atlanta	4820 North Church Lane	Smyrna	GA	Vehicle rental	Contract No. 924969	\$ -
170	MAC Trailer Leasing, LLC dba PLM Trailer Leasing		4752 Clark Howell Highway	College Park	GA	30349	Atlanta	4820 North Church Lane	Smyrna	GA	Vehicle rental	Contract No. 922908	\$ -
171	MAC Trailer Leasing, LLC dba PLM Trailer Leasing		4752 Clark Howell Highway	College Park	GA	30349	Atlanta	4820 North Church Lane	Smyrna	GA	Vehicle rental	Contract No. 828213	\$ -
172	Mac's Convenience Stores *		#119, 807 - 42nd Ave. S.E.	Calgary	Alberta	T2W 4Y1	Canada				Customer contract		\$ -
173	Madison Pacific Properties Inc. *	Raymond Heung c/o 596189 B.C. Ltd	#305 - 1788 West 5th Avenue	Vancouver	British Columbia	V6J 1P2	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Real property lease		\$ -
174	Madison Warehouse Corporation	Bill Willenbrink	4300 Planned Industrial Drive	St. Louis	MO	63120	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Real property lease		\$ 10,557.00
175	Majestic Realty Co.	J. Ryan Martin	20100 East 32nd Parkway, Suite 150	Aurora	CO	80011	Denver	3797 North Windsor Drive	Aurora	CO	Real property lease		\$ -
176	Manta Building Services *		124 Templeview Pl SE	Calgary	Alberta	T1Y 3S2	Calgary	8225 30th Street SE	Calgary	Alberta	Services contract		\$ -
177	Manufacturer Finance Programs LTD. *		2281 North Sheridan Way	Mississauga	Ontario	L5K 2P8	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Schedule 517-11	\$ 1,551.96
178	Marion Holdings Ltd *	Shirley Mattreck c/o Apex Realty Properties Inc.	1199 St. James Street	Winnipeg	Manitoba	R3H 0K8	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Real property lease		\$ -
179	Metro Materials Recovery Inc. *		8325 Main Street	Vancouver	British Columbia	V5X 3M3	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Services contract		\$ 46.56
180	Metro sales		1620 E. 78th Street	Mpls	MN	55423	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Maintenance contract		\$ 95.30
181	Metropolitan Courier Corporation	Denton Dawson	P.O. Box 272	Osseo	MN	55369	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Services contract		\$ 736.84
182	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Albuquerque	5600 Second Street NW	Albuquerque	NM	Equipment lease	s/n IC331	\$ -
183	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Albuquerque	5600 Second Street NW	Albuquerque	NM	Equipment lease	s/n 00144	\$ -
184	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Albuquerque	5600 Second Street NW	Albuquerque	NM	Equipment lease	s/n 01607	\$ -
185	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Atlanta	4820 North Church Lane	Smyrna	GA	Equipment lease	s/n K-630 & 02647	\$ -
186	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Atlanta	4820 North Church Lane	Smyrna	GA	Equipment lease	s/n 00145	\$ -
187	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Atlanta	4820 North Church Lane	Smyrna	GA	Equipment lease	s/n 00147	\$ -
188	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Bakersfield	200 Core-Mark Court	Bakersfield	CA	Equipment lease	s/n IC368	\$ -
189	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Bakersfield	200 Core-Mark Court	Bakersfield	CA	Equipment lease	s/n PP102	\$ -
190	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Bakersfield	200 Core-Mark Court	Bakersfield	CA	Equipment lease	s/n 01394	\$ -

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**Reorganized Debtors' Assumption Schedule
In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
191	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n V768	\$ -
192	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n V728	\$ -
193	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n 00004	\$ -
194	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n K036	\$ -
195	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n PP103	\$ -
196	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n PP12	\$ -
197	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n IC401	\$ -
198	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Corona	353 Meyer Circle	Corona	CA	Equipment lease	s/n IC365	\$ -
199	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Equipment lease	s/n 00301	\$ -
200	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Equipment lease	s/n IC531	\$ -
201	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Equipment lease	s/n A591	\$ -
202	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Equipment lease	s/n MM087	\$ -
203	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Grants Pass	303 NE F Street	Grants Pass	OR	Equipment lease	s/n IC282	\$ -
204	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Grants Pass	303 NE F Street	Grants Pass	OR	Equipment lease	s/n 02645	\$ -
205	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Hayward	31300 Medallion Drive	Hayward	CA	Equipment lease	s/n 01538	\$ -
206	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Hayward	31300 Medallion Drive	Hayward	CA	Equipment lease	s/n IC517	\$ -
207	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Equipment lease	s/n K307A	\$ -
208	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Equipment lease	s/n 01480	\$ -
209	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Equipment lease	s/n IC512	\$ -
210	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Equipment lease	s/n PP348	\$ -
211	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Los Angeles	2311 East 48th Street	Vernon	CA	Equipment lease	s/n IC555	\$ -
212	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Los Angeles	2311 East 48th Street	Vernon	CA	Equipment lease	s/n V248	\$ -
213	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Los Angeles	2311 East 48th Street	Vernon	CA	Equipment lease	s/n V327	\$ -
214	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Equipment lease	s/n 00011	\$ -
215	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Equipment lease	s/n 02871	\$ -
216	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Equipment lease	s/n 05119	\$ -
217	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Equipment lease	s/n 01499	\$ -
218	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Equipment lease	s/n IC540	\$ -
219	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Sacramento	3970 Pell Drive	Sacramento	CA	Equipment lease	s/n IC157	\$ -
220	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Sacramento	3970 Pell Drive	Sacramento	CA	Equipment lease	s/n K143	\$ -
221	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Sacramento	3970 Pell Drive	Sacramento	CA	Equipment lease	s/n V431	\$ -
222	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Salt Lake City	1030 West 3130 South	Salt Lake City	UT	Equipment lease	s/n 00324	\$ -
223	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Salt Lake City	1030 West 3130 South	Salt Lake City	UT	Equipment lease	s/n 00370	\$ -
224	Meyercord Revenue Company	Tom Letezia	475 Village Drive	Carol Stream	IL	60188	Spokane	North 1015 Dyer Road	Spokane	WA	Equipment lease	s/n 01483	\$ -
225	MFP Technology Services Inc.	Chris Henderson	100 West Big Beaver Road, Suite 200	Troy	MI	48084	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment lease	Master equipment lease No. 8168	\$ -
226	MJ Roofing & Supply Ltd. *		882 Dufferin Ave	Winnipeg	Manitoba	R2X 0A3	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Maintenance contract		\$ -
227	Mobil PBD		2459 208th Street	Torrance	CA	90501	National Accounts				Customer contract		\$ 3,572.75
228	Montano Tenants in Common	Christine Sebesta c/o Berger Briggs	PO Drawer K	Albuquerque	NM	87103	Albuquerque	5800 Second Street NW	Albuquerque	NM	Real property lease		\$ 3,781.44

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Reorganized Debtors' Assumption Schedule
In US Dollars

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
229	Moreland Wholesale	Del Peterson	P.O. Box 386 1812 Snyder Avenue	Cheyenne	WY	80001	National Accounts				Customer contract		\$ -
230	MR2K LLC, d/b/a Palace Junction		P.O. Box 1046	Walker	MN	56484	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
231	MTS Mobility *		P.O. BOX 8500	Winnipeg	Manitoba	R3C 4V3	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Services contract		\$ 150.14
232	MTS Mobility *		P.O. BOX 8500	Winnipeg	Manitoba	R3C 4V3	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Services contract		\$ -
233	MTS Mobility *		P.O. BOX 8500	Winnipeg	Manitoba	R3C 4V3	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Services contract		\$ -
234	Nathan Lane Associates, LLP	Max Rulman	6533 McCauley Trail west	Edina	MN	55439	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Real property lease		\$ -
235	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 511-69-76	\$ -
236	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 873-43-81	\$ -
237	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 856-28-86	\$ -
238	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 511-64-35	\$ -
239	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 873-43-78	\$ -
240	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 280-17-18	\$ -
241	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 858-70-19	\$ -
242	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 511-66-48	\$ -
243	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 873-47-45	\$ -
244	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 858-69-49	\$ -
245	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 646-6255	\$ -
246	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: AV3390086-52	\$ -
247	National Union Fire Insurance Company of Pittsburgh, PA		3010 Lyndon B. Johnson Freeway, Suite #1020	Dallas	TX	75243	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: AV3390086-01	\$ -
248	Neopost *		150 Steelcase Road	Markham	Ontario	L3R 3J9	Victoria	2924 Jacklin Road	Victoria	British Columbia	Equipment lease	Neopost model 1535	\$ -
249	Nevada Business Systems		4041 S. Industrial, Suite A	Las Vegas	NV	89103	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Maintenance contract		\$ 251.62
250	New West Petroleum Companies		1831 16th Street	Sacramento	CA	95814	National Accounts				Customer contract		\$ 4.88
251	Nextel		PO Box 54977	Los Angeles	CA	90054	Sacramento	3970 Pell Drive	Sacramento	CA	Services contract		\$ 3,938.08
252	North Church Lane Properties II, LLC	Jack Head	2928 Ridgewood Road	Atlanta	GA	30327	Atlanta	4820 North Church Lane	Smyrna	GA	Real property lease		\$ -
253	North Market Center, L.P.	James Gately	2101 Evergreen Street	Sacramento	CA	95815	Sacramento	1520 National Drive	Sacramento	CA	Real property lease		\$ -
254	North Stop, d/b/a Walker Junction		P.O. Box 1046	Walker	MN	56484	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
255	Northwest Building LLC d/b/a Lakewood Industrial Park	Donna Lee Suetzle	P.O. Box 68905	Lakewood	WA	98498	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Real property lease		\$ -
256	Old Republic		445 South Mooreland Road, Suite #300	Brookfield	WI	53005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: MWZY55635	\$ -
257	Old Republic		445 South Mooreland Road, Suite #300	Brookfield	WI	53005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: MWTB18412	\$ -
258	Old Republic		445 South Mooreland Road, Suite #300	Brookfield	WI	53005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: MWC10832000	\$ -
259	Old Republic		445 South Mooreland Road, Suite #300	Brookfield	WI	53005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: MWZY 55535	\$ -
260	Old Republic		445 South Mooreland Road, Suite #300	Brookfield	WI	53005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: MWZY56063	\$ -
261	Old Republic		445 South Mooreland Road, Suite #300	Brookfield	WI	53005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: MWTB18867	\$ -
262	Old Republic		445 South Mooreland Road, Suite #300	Brookfield	WI	53005	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: MWC108885-00	\$ -
263	Ontario Refrigeration Service, Inc.		835 South Mountain Avenue	Ontario	CA	91782	Corona	353 Meyer Circle	Corona	CA	Maintenance contract	Contract No. PC73589A	\$ -
264	Orchard Supply Hardware		6450 Via Del Oro	San Jose	CA	95119	National Accounts				Customer contract		\$ -
265	PACCAR Leasing *		6711 Mississauga Road North	Mississauga	Ontario	L5N 4J8	Transportation				Vehicle lease		\$ -
266	Paramount Pest Control		PO Box 13386	Portland	OR	97213	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract	Contract No. 01-00014	\$ -

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**Reorganized Debtors' Assumption Schedule
In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
267	PCO *		#110 7304 30St S-E	Calgary	Alberta	T2C 1W2	Calgary	8225 30th Street SE	Calgary	Alberta	Services contract		\$ -
268	Petro-Canada *		2489 North Sheridan Way	Mississauga	Ontario	L5K 1A8	Canada				Customer contract		\$ -
269	Pharmasave *		6350 - 203rd Street	Langley	British Columbia	V2Y 1L9	Canada				Customer contract		\$ -
270	Pharmx Rexall Drug Stores Ltd. *	Gerry Baboushkin	261 Millway Avenue, Unit 1	Concord	Ontario	L4K 4K9	Canada				Customer contract		\$ -
271	PHH FleetAmerica Corporation		307 International Circle	Hunt Valley	MD	21030	Transportation				Vehicle lease		\$ 210.42
272	Pinon Mechanical Services, Inc.		P.O. Box 25847	Albuquerque	NM	87125	Albuquerque	5600 Second Street NW	Albuquerque	NM	Maintenance contract		\$ 1,402.84
273	Pitney Bowes		P.O. Box 856460	Louisville	KY	40285-6460	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Equipment lease	Contract No. 2992183-003 - Pitney Bowes, s/n 02343794-1001 - Covers Pitney Bowes model DL4A, s/n 110092	\$ -
274	Pitney Bowes *		P.O. BOX 5309	Burlington	Ontario	L7R 4T7	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Maintenance contract		\$ -
275	Pitney Bowes *		P.O. Box 5311	Burlington	Ontario	L7R4T7	Calgary	8225 30th Street SE	Calgary	Alberta	Equipment lease	Contract No. 170099	\$ 160.38
276	Pitney Bowes Credit Corporation		27 Waterview Drive	Shelton	CT	06484-4361	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Equipment lease	Contract No. 2433473	\$ -
277	Pitney Bowes Credit Corporation		PO Box 856460	Louisville	KY	40285-6460	Grants Pass	303 NE F Street	Grants Pass	OR	Equipment lease	Contract No. 1548578 002	\$ -
278	Pitney Bowes Credit Corporation		27 Waterview Drive	Shelton	CT	06484-4361	Los Angeles	2311 East 48th Street	Vernon	CA	Equipment lease	Contract No. 8803417 003 - Model DL36	\$ 20.29
279	Pitney Bowes Credit Corporation		27 Waterview Drive	Shelton	CT	06484-4361	Los Angeles	2311 East 48th Street	Vernon	CA	Equipment lease		\$ 313.16
280	Pitney Bowes Credit Corporation		PO Box 856460	Louisville	KY	40285	Sacramento	3970 Pelt Drive	Sacramento	CA	Equipment lease		\$ -
281	Pitney Bowes Credit Corporation		P O Box 856460	Louisville	KY	40285-5460	Spokane	North 1015 Dyer Road	Spokane	WA	Equipment lease	Contract No. 2906429 002 - Pitney Bowes model DL4A, s/n 110092	\$ -
282	Pitney Bowes Leasing *		P.O. BOX 5311	Burlington	Ontario	L7R 4T9	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Equipment lease		\$ -
283	Plaid Pantries, Inc.	Tim Cote	10025 SW Allen Blvd	Beaverton	OR	97005	Portland	4429 95th Street SW, Suite C	Tacoma	WA	Customer contract		\$ -
284	Plunkett's Pest Control, Inc.		40 NE 52nd Way	Fridley	MN	55421	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Services contract		\$ 327.04
285	Praxair, Inc.		P.O. Box 1986 55 Old Ridgebury Road	Danbury	CT	06813-1986	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Services contract	Contract No. AF174	\$ 9,163.10
286	Private Medical-Care, Inc.		12898 Towne Center Drive	Cerritos	CA	90703	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Benefit contract		\$ -
287	ProBusiness, Inc.		5934 Gibraltar Drive	Pleasanton	CA	94588	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Benefit contract		\$ -
288	ProLogis California I LLC	Larry Hamsen	3621 South Harbor Blvd, Suite 200	Santa Ana	CA	92704	Corona	353 Meyer Circle	Corona	CA	Real property lease		\$ 38,961.99
289	Prologis Trust	Katherine Tani	1661 East Camelback Road, Suite 194	Phoenix	AZ	85016	Corona	5545 West Latham Street, Suite 3C	Phoenix	AZ	Real property lease		\$ -
290	ProTELEC Alarms Ltd. *		138 Portage Avenue East	Winnipeg	Manitoba	R3C 0A1	Winnipeg	99 Bannister Road	Winnipeg	Manitoba	Services contract	Contract No. 18360-02	\$ -
291	Prudential Life Insurance Company of America	David Hernandez c/o Unire Real Estate Group, Inc.	10 Pointe Drive, Suite 150	Brea	CA	92821	Hayward	31300 Medallion Drive	Hayward	CA	Real property lease		\$ -
292	Quik Stop Markets, Inc.	Van Tarver	4567 Enterprise Street	Freemont	CA	94538	National Accounts				Customer contract		\$ -
293	Qwest Communication Corporation		P.O. Box 856169	Louisville	KY	40285	Information Technology	13211 Dell Place, Suite 601	Richmond	British Columbia	Services contract		\$ -
294	Ramcell		1740 NW Goeltz	Roseburg	OR	97470-8819	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract	Contract No. 001 0012135 6	\$ 16.15
295	Relizor Canada Inc. *		1570 Ampere Street	Boucherville	Quebec	J4B 7L4	Canada				Services contract		\$ 9,024.87
296	Rilite Aggregate Company	Christopher Benna	3025 Mill Street	Reno	NV	89511	Sacramento	N/A	Reno	NV	Real property lease		\$ -
297	Roberts Oil, Inc.	Leroy Paz	408 Arizona SE	Albuquerque	NM	87108	Albuquerque	5600 Second Street NW	Albuquerque	NM	Customer contract		\$ -
298	Rogers Video *	Greg Wolchyn	Unit #100, 10991 Shellbridge Way	Richmond	British Columbia	V6X 3C8	Canada				Customer contract		\$ -
299	Roycom (4.5) Property Fund LTD *	Karen Buyko c/o SummitREIT Property Management	9637-45th Avenue	Edmonton	Alberta	T6E 5Z8	Calgary	6028 - 103 Street	Edmonton	Alberta	Real property lease		\$ -
300	Sater Oil		19 Oak Cliff Drive	Pomona	CA	91766	Corona	353 Meyer Circle	Corona	CA	Customer contract		\$ -
301	Schendel Services, Inc.	Tim Powell	1730 W. Picacho Ave	Las Cruces	NM	88005	Albuquerque	5600 Second Street NW	Albuquerque	NM	Maintenance contract		\$ 550.00
302	Scotiabank, The Bank of Nova Scotia *	Corporate & Real Estate Banking	3400 - 650 West Georgia Street	Vancouver	British Columbia	V6B 4N7	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Services contract		\$ -
303	Scott Oakley	Scott Oakley	PO Box 5633	Bend	OR	97708	Grants Pass	2409 East Butler Market Road	Bend	OR	Real property lease		\$ -
304	Security Armored Express, Inc.		2630 South 3270 West	Salt Lake City	UT	84119-1120	Salt Lake City	1030 West 3130 South	Salt Lake City	UT	Services contract		\$ -

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**Reorganized Debtors' Assumption Schedule
In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
305	Securitylink		43 Main Street SE, Suite 303	Minneapolis	MN	55414	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Services contract		\$ -
306	SecurityLink from Ameritech, Inc.		1011 Sneath Lane	San Bruno	CA	94066	Hayward	31300 Medallion Drive	Hayward	CA	Services contract		\$ -
307	Shelley & Barbara Detrick	Barbara Detrick	101 First Street, Suite 405	Los Altos	CA	94022	Sacramento	3970 Pell Drive	Sacramento	CA	Real property lease		\$ 23,483.67
308	Shoppers Drug Mart Inc. *	JoAnn Jusdanis	243 Consumers Road	North York	Ontario	M2J 4W8	Canada				Customer contract		\$ -
309	Short Stop Food Stores *	Tim Rhodes	2364919 59th Street	Red Deer	Alberta	T4N 6C9	Calgary	8225 30th Street SE	Calgary	Alberta	Customer contract		\$ -
310	SIA Security Services, Inc.		2400 Marion Avenue, Suite D	Sacramento	CA	95821	Sacramento	3970 Pell Drive	Sacramento	CA	Services contract		\$ -
311	Sonitrol of Albuquerque		1730 Montano NW - Suite B	Albuquerque	NM	87107	Albuquerque	5600 Second Street NW	Albuquerque	NM	Services contract	Contract No. S260723	\$ 523.77
312	Sonitrol of Atlanta	Leo McDougal, Jr	900 Circle 75 Parkway, Suite 435	Atlanta	GA	30339	Atlanta	4820 North Church Lane	Smyrna	GA	Services contract		\$ -
313	Sonitrol of Southern Oregon Inc.		546 Business Park Drive	Medford	OR	97501	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract	Contract No. L44128	\$ 468.00
314	Sonitrol of Southern Oregon Inc.		546 Business Park Drive	Medford	OR	97501	Grants Pass	2409 East Butler Market Road	Bend	OR	Services contract	Contract No. S198054	\$ -
315	Sprague Drugs *	Bob Sprague	11810 Kings Way Avenue NW	Edmonton	Alberta	T5G 0X5	Calgary	8225 30th Street SE	Calgary	Alberta	Customer contract		\$ -
316	St. Paul		385 Washington Street	St. Paul	MN	55102	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: QJ0900318	\$ -
317	Stamart Stores	Ron Gjestvang	1718 East Main Ave	West Fargo	ND	58078	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
318	State Compensation Fund of Arizona	Mark Giese	3030 North 3rd Street, Suite 110	Phoenix	AZ	85012	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 314525-6	\$ -
319	State Compensation Fund of Arizona	Mark Giese	3030 North 3rd Street, Suite 110	Phoenix	AZ	85012	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 314525-5	\$ -
320	State Compensation Fund of Arizona	Mark Giese	3030 North 3rd Street, Suite 110	Phoenix	AZ	85012	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: 314525-4	\$ -
321	Stocker's Security Storage and Warehouse Ltd. *		4261 Glenford Avenue	Victoria	British Columbia	V8Z 4B1	Victoria	2924 Jacklin Road	Victoria	British Columbia	Services contract		\$ 11,586.04
322	Taylor Made Water Systems, Inc.		115 Mason Circle, Suite C	Concord	CA	94520	Hayward	31300 Medallion Drive	Hayward	CA	Equipment lease		\$ 376.86
323	TCI Leasing		4950 Triggs Street	Commerce	CA	90022	Los Angeles	2311 East 48th Street	Vernon	CA	Vehicle lease	Master lease dated 2/22/1991	\$ 3,726.97
324	TCI Leasing		4950 Triggs Street	Commerce	CA	90022	Los Angeles	2311 East 48th Street	Vernon	CA	Vehicle lease	Master lease dated 1/24/2001	\$ -
325	TCI Leasing		4950 Triggs Street	Commerce	CA	90022	Los Angeles	2311 East 48th Street	Vernon	CA	Vehicle lease	Master lease dated 5/24/2001	\$ -
326	Teamsters Union Local 14		4236 E. Charleston Blvd	Las Vegas	NV	89104	Human Resources	3950 West Harmon Road	Las Vegas	NV	Labor Contract		\$ -
327	Teamsters Union, Local No. 855 I.B.T		453 San Mateo Avenue	San Bruno	CA	94066	Human Resources	31300 Medallion Drive	Hayward	CA	Labor Contract		\$ -
328	Telus Communication Inc. *		7000 Lougheed Highway	Burnaby	British Columbia	V5A 1W2	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Maintenance contract		\$ -
329	Telus Mobility *	Zamil Ladha	PO Box 40 Carville Station	St. Laurent	Quebec	H4R 2V7	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Services contract		\$ 260.56
330	Telus Mobility *	Zamil Ladha	4519 Canada Way	Burnaby	British Columbia	V5G 4S4	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Services contract		\$ -
331	Telus Mobility *	Zamil Ladha	P.O. Box 8950 Station Terminal	Vancouver	British Columbia	V6B 3C3	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Services contract		\$ -
332	Tennant Company		701 North Lilac Drive P.O. Box 1452	Minneapolis	MN	55440	Vancouver	7800 Riverfront Gate	Burnaby	British Columbia	Min		\$ 523.70
333	The Cigarette Store Corp. dba Smoker Friendly		3223 Arapahoe Avenue, Suite 201	Boulder	CO	80303	National Accounts				Customer contract		\$ -
334	The Document Company Xerox		P.O. Box 7413	Pasadena	CA	91109	Corona	353 Meyer Circle	Corona	CA	Equipment lease		\$ 337.05
335	The Hertz Corporation	Kelly Terra	1150 Bayhill Drive, Suite 305	San Bruno	CA	94066	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Services contract		\$ 26,272.82
336	The Northern Trust Company and First Data Merchant Services Corporation		Merchant Services P.O. Box 5564	Fort Lauderdale	FL	33310	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Services contract		\$ -
337	Thelen Oil Company, Inc.	Mark Jasperson	1102 Benson Road	Montevideo	MN	56265	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
338	Theopacific - Corona LTD.I	Ted Konopisos	17291 Irvine Blvd, Suite 254	Tustin	CA	92780	AMI	311 Reed Circle	Corona	CA	Real property lease		\$ 480.27
339	Thyssen Dover Elevator	Liesje Gebler	8401 Jefferson NE, Suite B	Albuquerque	NM	87113	Albuquerque	5600 Second Street NW	Albuquerque	NM	Maintenance contract		\$ -
340	Trans Union of Canada *		325 Milner Avenue, Suite 307	Scarborough	Ontario	M1B 5N1	Calgary	8225 30th Street SE	Calgary	Alberta	Services contract	Contract No. 982WG04487	\$ 157.32
341	Trans-Box Systems	Dalen Wills	P.O. Box 6278	Oakland	CA	94603	Hayward	31300 Medallion Drive	Hayward	CA	Services contract	Contract No. C23870	\$ 2,007.57
342	U.S. Filter		1700 East 28th Street	Signal Hill	CA	90806	Corona	353 Meyer Circle	Corona	CA	Maintenance contract		\$ -

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**Reorganized Debtors' Assumption Schedule
In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
343	United Convenience Store LLC		3259 Associated Road	Fullerton	CA	92835	Corona	353 Meyer Circle	Corona	CA	Customer contract		\$ -
344	United Food and Commercial Workers Local No. 401 *		102 2635 37th Avenue NE	Calgary	Alberta	T1Y 6Z6	Human Resources	8225 30th Street SE	Calgary	Alberta	Labor Contract		\$ -
345	US Cellular		PO Box 0203	Palatine	IL	60055-0203	Grants Pass	303 NE F Street	Grants Pass	OR	Services contract	Contract No. 657379187	\$ 1,284.33
346	USA Petroleum		30101 Agoura CL, Suite 200	Agoura Hills	CA	91301	National Accounts				Customer contract		\$ -
347	Vanguard Vaults, Inc.	Harry Sperber	P.O. Box 254575	Sacramento	CA	65865-4575	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Services contract		\$ 5,882.83
348	Verizon Wireless	Legal Department Attn: Rick Burnett	15505 Sand Canyon Avenue	Irvine	CA	92618	Sacramento	245 Telegraph Street	Reno	NV	Services contract		\$ 3,342.26
349	Vintner's Distributors, Inc.	Kris Goyal	28456 Century Street	Hayward	CA	84545	Hayward	31300 Medallion Drive	Hayward	CA	Customer contract		\$ -
350	Wast Management		3001 South Pioneer Drive	Smyrna	GA	30082	Atlanta	4820 North Church Lane	Smyrna	GA	Services contract	Contract No. 1268874	\$ -
351	Waste Management of North Texas		P.O. Box 719 1601 Waste Management Blvd	Lewisville	TX	75067	Fort Worth	6401 Will Rogers Blvd, Suite 200	Fort Worth	TX	Services contract	Contract No. 165748595	\$ -
352	Wells Fargo Financial Leasing		P.O. Box 10336	Des Moines	IA	50306-0336	Las Vegas	3950 West Harmon Road	Las Vegas	NV	Equipment lease		\$ 109.11
353	West Vernon, LLC	Ed Cooper c/o Anthony Brent Corporation	9410 Wilshire Blvd, Suite 735	Beverly Hills	CA	90212	Los Angeles	2311 East 48th Street	Vernon	CA	Real property lease		\$ 36,367.01
354	Westchester		1601 Chestnut Street, TL34K	Philadelphia	PA	19103	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: HXN674163	\$ -
355	Western Conference of Teamster Pension Trust	Judie Harris	355 Gellert Blvd, Suite 100	Daly City	CA	94015-2866	Human Resources	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Multiemployer Plan		\$ -
356	William G. McGuire and McG's, Inc.	William G. McGuire	9850 Dakota Road	Bloomington	MN	55538	Minneapolis	1035 Nathan Lane North	Plymouth	MN	Customer contract		\$ -
357	Woolworth Canada Inc. dba The Bargain Shop *		100 Mainshp Road	Weston	Ontario	M9M 1L5	Canada				Customer contract		\$ -
358	World Missionary Assistance Plan	Frank Parrish	1419 N San Fernando Blvd., Suite 200	Burbank	CA	91504	Los Angeles	1419 North San Fernando Blvd, #100	Burbank	CA	Real property lease		\$ -
359	Xerox		PO Box 660501	Dallas	TX	75268	Grants Pass	303 NE F Street	Grants Pass	OR	Equipment lease	Contract No. 1YR FSMA	\$ -
360	Xerox *		P.O Box 4568 Postal Station A	Toronto	Ontario	M5W4T8	Calgary	8225 30th Street SE	Calgary	Alberta	Equipment lease	Contract No. T2W058231	\$ -
361	Xtra Lease, Inc.		1801 Park 270 Drive, Suite 400	St. Louis	MO	63146	Transportation				Vehicle lease	Contract No. 500456	\$ -
362	Zurich Insurance Company		One Liberty Plaza, 32nd Floor	New York	NY	10006	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: AUO2198796-02	\$ -
363	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: GLO 8239890-04	\$ -
364	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: GLO 8829598	\$ -
365	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: GLO 8239890-03	\$ -
366	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: GLO 8239890-02	\$ -
367	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: CCL 8406527	\$ -
368	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: GLO 8239890-00	\$ -
369	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: BAP 8239891-04	\$ -
370	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: TAP 2984005-02	\$ -
371	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: BAP 8239891-03	\$ -
372	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: TAP 2984005-01	\$ -
373	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: BAP 8239891-02	\$ -
374	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: TAP 2984005-00	\$ -
375	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: BAP 8239891-01	\$ -
376	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 2029113-05	\$ -
377	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 8239882-07	\$ -
378	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 2029113-04	\$ -
379	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 8239882-06	\$ -
380	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 2029113-03	\$ -

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**Reorganized Debtors' Assumption Schedule
In US Dollars**

No.	Contract Counter Party						Reorganized Debtor				Contract Information		
	Name	Contact Person	Address	City	State	Zip	Division	Address	City	State	Type	Additional	Cure Amount
381	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 8239882-05	\$ -
382	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 8239882-02	\$ -
383	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 8239882-01	\$ -
384	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 8239882-00	\$ -
385	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 2029113-04	\$ -
386	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 2029113-03	\$ -
387	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: WC 2029113-02	\$ -
388	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: BAP 2984183-01	\$ -
389	Zurich Insurance Company		1400 American Lane	Schaumburg	IL	60173	Corporate	395 Oyster Point Blvd, Suite 415	South San Francisco	CA	Insurance contract	Policy Number: BAP 2984183-00	\$ -
390	Zurich Insurance Company *		400 University Avenue	Toronto	Ontario	M5G 1S7	Corporate	13211 Delf Place, Suite 601	Richmond	British Columbia	Insurance contract	Policy Number: AF 9938550	\$ -
391	General Electric Capital Corporation		1961 Hirst Drive	Moberly	MO	65270	Atlanta	4820 North Church Lane	Smyrna	GA	Equipment Lease	Account No. 6856459001	\$ -
392	Pitney Bowes Credit Corporation		1313 North Atlantic, 3rd Floor	Spokane	WA	99201-2303	Hayward	31300 Medallion Drive	Hayward	CA	Equipment Lease	Account No. 2318914	\$ -
393	Xerox Canada Ltd.		33 Bloor Street East	Toronto	Ontario	M4W 3H1	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment Lease	Account No. 315-076-000	\$ 685.62
394	Neopost Leasing of Canada Inc.		6 - 50 Ironside Cres	Scarborough	Ontario	M1X 1G4	Information Technology	13211 Delf Place, Suite 601	Richmond	British Columbia	Equipment Lease		\$ -
395	GE VFS Canada Limited Partner		P.O. Box 7446, Station A	Toronto	Ontario	M5W 3C1	Information Technology	2924 Jacklin Road	Victoria	British Columbia	Equipment Lease	Account No. 90132025464	\$ 308.96
Total Cure Amount:												\$ 320,022.98	

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Fleming/PCT Assumption Schedule

Contract Counter Party			Contract Information				
No.	Name	Counter Party Address	Type	Additional	Cure Amount	File ID#	Contract No.
1	ACE	Two River Way Suite 1100 Houston, TX 77056	Insurance	Foreign Liability	\$ -	na	CXC043099
2	ACE	Two River Way Suite 1100 Houston, TX 77056	Insurance	Foreign Liability	\$ -	na	CXC068011
3	AISLIC	8144 Walnut Lane Suite 1600 Dallas, TX 75231	Insurance	Blended Errors & Omissions	\$ -	na	2798585
4	Allied World Assurance	The Bermuda Commercial Bank Building 43 Victoria Street Hamilton, HM 12 Bermuda	Insurance	Directors & Officers Liability	\$ -	na	C001645-001
5	AXIS Specialty Insurance Company	160 Spear St 16th Floor San Francisco, CA 94105	Insurance	Property	\$ -	na	2101350102U
6	AXIS Specialty Insurance Company	160 Spear St 16th Floor San Francisco, CA 94105	Insurance	Directors & Officers Liability	\$ -	na	TBD
7	Commerce and Industry Ins. Co. (AIG)	501 Carr Road Mail Stop R23-1A Wilmington, DE 19809	Insurance	Underground Storage Tank Liability	\$ -	na	8088849
8	CompSource Oklahoma	401 N Walnut Ave. Oklahoma City, OK 73104	Insurance	Workers' Compensation & Employers Liability OKC	\$ -	na	1847479
9	Continental Casualty	CAN 333 S Wabash Chicago, IL 60685	Insurance	Commercial Crime	\$ -	na	169746539
10	Continental Casualty	CAN 333 S Wabash Chicago, IL 60685	Insurance	Commercial Crime	\$ -	na	267861846
11	ELU/Indian Harbor	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Fl. Hartford, CT 06103	Insurance	Fiduciary Liability	\$ -	na	ELU83028-02
12	ELU/Indian Harbor	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Fl. Hartford, CT 06103	Insurance	Fiduciary Liability	\$ -	na	ELU83029-02
13	Essex Insurance Company	c/p Maclean, Oddy-Underwriting Mgmt. Co. 1201 Elm St, STE 4900 Dallas, TX 75270-2104	Insurance	Commercial General Liability (Fleming TX & OKC)	\$ -	na	3CL-1285
14	Executive Risk Management Associates	82 Hopmeadow St Simsbury, CT 06070-7683	Insurance	Directors & Officers Liability	\$ -	na	752 153922 99
15	Greenwich Ins. Co.	One World Financial Center 200 Liberty St, 27th Floor New York, NY 10281	Insurance	Directors & Officers Liability	\$ -	na	ELU83018-02
16	Gulf Ins. Co.	190 S LaSalle St 11th Floor Chicago, IL 60603	Insurance	Directors & Officers Liability	\$ -	na	GA0349747
17	Gulf Ins. Co.	190 S LaSalle St 11th Floor Chicago, IL 60603	Insurance	Directors & Officers Liability	\$ -	na	GA4635966
18	Gulf Insurance Group	388 Greenwich St 21st Floor New York, NY 10013	Insurance	Directors & Officers Liability	\$ -	na	GA0436004
19	Gulf Underwriters Ins. Co.	125 Broad St 7th & 8th Floor New York, NY 10004	Insurance	Blended Errors & Omissions	\$ -	na	GU2924320

Fleming/PCT Assumption Schedule

Contract Counter Party			Contract Information				
No.	Name	Counter Party Address	Type	Additional	Cure Amount	File ID#	Contract No.
20	HCC Global Financial Products	7500 San Felipe Suite 600 Houston, TX 77063	Insurance	Directors & Officers Liability	\$ -	na	34-MGU-03-A3202
21	Hooghuis	176 Mineola Blvd 2nd Floor Mineola, NY 11501	Insurance	Directors & Officers Liability	\$ -	na	0303-1577
22	Indian Harbor / ELU	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Floor Hartford, CT 06103	Insurance	Fiduciary Liability	\$ -	na	ELU085445-04
23	Indian Harbor / ELU	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Floor Hartford, CT 06103	Insurance	Fiduciary Liability	\$ -	na	ELU82437-01
24	Indian Harbor / ELU	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Floor Hartford, CT 06103	Insurance	Fiduciary Liability	\$ -	na	ELU84068-01
25	Indian Harbor Insurance Co.	XL Environmental, Inc. 520 Eagleview Blvd. Exton, PA 19341-0636	Insurance	UST-6 Sell/Leaseback Liability	\$ -	na	PEC0012051
26	Lloyd's	1 Lime Street London, England EC3M7HA	Insurance	Directors & Officers Liability	\$ -	na	QB414902
27	Lloyd's	1 Lime Street London, England EC3M7HA	Insurance	Directors & Officers Liability	\$ -	na	QB415002
28	Lloyd's London	1 Lime Street London, England EC3M7HA	Insurance	Directors & Officers Liability	\$ -	na	QB305300
29	Lumbermens Mutual	500 W Madison St Suite 1100 Chicago, IL 60661-2555	Insurance	Directors & Officers Liability	\$ -	na	3DY018292-00
30	Lumbermens Mutual / Kemper	500 W Madison St Suite 1100 Chicago, IL 60661-2555	Insurance	Directors & Officers Liability	\$ -	na	3DY 018292-01
31	Mobius Management Systems, Inc.	One Ramada Plz New Rochelle, NY 10801	SOFTWARE LICENSE AGREEMENT		\$ -	na	938
32	Mobius Management Systems, Inc.	One Ramada Plz New Rochelle, NY 10801	SOFTWARE LICENSE AGREEMENT		\$ -	na	1171
33	Mobius Management Systems, Inc.	One Ramada Plz New Rochelle, NY 10801	SOFTWARE LICENSE AGREEMENT		\$ -	na	1173
34	Mobius Management Systems, Inc.	One Ramada Plz New Rochelle, NY 10801	SOFTWARE LICENSE AGREEMENT		\$ -	na	1174
35	National Union	AIG World Source -Crisis Management One Connell Corporate Drive, 2nd Fl. Berkley Heights, NJ 07922	Insurance	Malicious Product Tampering	\$ -	na	640-4045
36	National Union	AIG World Source -Crisis Management One Connell Corporate Drive, 2nd Fl. Berkley Heights, NJ 07922	Insurance	Malicious Product Tampering	\$ -	na	939-8836

Fleming/PCT Assumption Schedule

Contract Counter Party			Contract Information				
No.	Name	Counter Party Address	Type	Additional	Cure Amount	File ID#	Contract No.
37	National Union	AIG World Source -Crisis Management One Connell Corporate Drive, 2nd Fl. Berkley Heights, NJ 07922	Insurance	Malicious Product Tampering	\$ -	na	939-8921
38	National Union Fire Ins. Co. of Pittsburgh PA	8144 Walnut Hill Lane Suite 1700 Dallas, TX 75231	Insurance	Special Crime	\$ -	na	649-7798
39	Old Republic	445 South Moreland Rd Suite 300 Brookfield, WI 53005	Insurance	Motor Truck Cargo Liability	\$ -	na	MWE 22149
40	Reliance National	311 S Wacker Dr Suite 3700 Chicago, IL 60606-6618	Insurance	Directors & Officers Liability	\$ -	na	NDA013517799
41	RLI Insurance Co.	3010 LBJ Frwy Suite 1020 Dallas, TX 75243	Insurance	Directors & Officers Liability	\$ -	na	EPG 0002591A
42	RLI Insurance Co.	3010 LBJ Frwy Suite 1020 Dallas, TX 75243	Insurance	Directors & Officers Liability	\$ -	na	EPG0002591
43	RLI Insurance Co.	3010 LBJ Frwy Suite 1020 Dallas, TX 75243	Insurance	Fiduciary Liability	\$ -	na	EPG 0002647
44	RLI Insurance Co.	3010 LBJ Frwy Suite 1020 Dallas, TX 75243	Insurance	Fiduciary Liability	\$ -	na	EPG 0002647A
45	St. Paul Mercury	500 W Madison St Suite 2600 Chicago, IL 60661	Insurance	Fiduciary Liability	\$ -	na	512CM0701
46	Starr Excess (Bermuda)	American International Building 29 Richmond Rd Pembroke, Bermuda HM08	Insurance	Directors & Officers Liability	\$ -	na	6458260
47	Steadfast Ins. Co.	1 Liberty Plaza 165 Broadway New York, NY 10006	Insurance	Blended Errors & Omissions	\$ -	na	EOC2941927-03
48	Steadfast Ins. Co.	1 Liberty Plaza 165 Broadway New York, NY 10006	Insurance	Blended Errors & Omissions	\$ -	na	EOC2941927-04
49	Texas Mutual Insurance Company	221 W 6th St Suite 300 Austin, TX 78701-3403	Insurance	Workers' Compensation & Employers Liability	\$ -	na	618632
50	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Directors & Officers Liability	\$ -	na	NDA0135177-02
51	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Fiduciary Liability	\$ -	na	NIA0144197-02
52	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Directors & Officers Liability	\$ -	na	NDA 0135177
53	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Directors & Officers Liability	\$ -	na	NDA 0135177-02
54	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Directors & Officers Liability	\$ -	na	NDA013517799H
55	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Fiduciary Liability	\$ -	na	NIA 0144197-03

Fleming/PCT Assumption Schedule

Contract Counter Party			Contract Information				
No.	Name	Counter Party Address	Type	Additional	Cure Amount	File ID#	Contract No.
56	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Fiduciary Liability	\$ -	na	NIA 0144197-02
57	Twin Cities Fire Ins. Co.	The Hartford 2 N La Salle St, STE 2520 Chicago, IL 60602	Insurance	Fiduciary Liability	\$ -	na	NIA0144197-01
58	USAIG	15303 Dallas Parkway Suite 1370 Addison, TX 75001	Insurance	Aviation Hull & Liability	\$ -	na	360AC347986
59	USAIG	15303 Dallas Parkway Suite 1370 Addison, TX 75001	Insurance	Aviation Workers Compensation	\$ -	na	WCCZ91427166-012
60	XL Insurance Ltd	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Fl. Hartford, CT 06103	Insurance	Employment Practices Liability	\$ -	na	XLEPL-00642
61	XL Specialty / ELU	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Fl. Hartford, CT 06103	Insurance	Directors & Officers Liability	\$ -	na	ELU 085443-04
62	XL Specialty / ELU	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Fl. Hartford, CT 06103	Insurance	Directors & Officers Liability	\$ -	na	ELU 83018-03
63	XL Specialty / ELU	Executive Liability Underwriters (ELU) One Constitution Plaza, 16th Fl. Hartford, CT 06103	Insurance	Directors & Officers Liability	\$ -	na	ELU84067-01
64.a	WF-5701 Limited Partnership	5801 N Broadway, STE 120 Oklahoma City, OK 73118	Real Estate		\$ -	OK-249	6645
64.b	Girgner Incorporated	10 Polar Ridge Circle Columbia, SC 29223	Real Estate		\$ -	OK-249	6645

EXHIBIT C

Notice of Confirmation

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

In re:)	Chapter 11
)	
FLEMING COMPANIES, INC. et al., ¹)	
)	Case No. 03-27626
)	
Debtors.)	

**NOTICE OF ENTRY OF CONFIRMATION ORDER
AND SECOND ADMINISTRATIVE CLAIMS BAR DATE**

Confirmation of the Plan. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Confirmation Order”) on _____, 2004 (the “Confirmation Date”), confirming the Debtors’ and Official Committee of Unsecured Creditors’ Third Amended and Revised Amended Joint Plan of Reorganization of Fleming Companies, Inc. and its Affiliated Debtors Under Chapter 11 of the United States Bankruptcy Code (the “Plan”).² A copy of the Plan and the Confirmation Order can be obtained from Bankruptcy Management Corp. on their website www.bmccorp.net/fleming or by calling 888-909-0100. The Plan, the Plan Supplement and the Confirmation Order shall bind (i) the Debtors, (ii) the Reorganized Debtors, (iii) the PCT, (iv) the RCT, (v) Core-Mark Newco (vi) all holders of Claims against and Interests in any Debtor, whether or not impaired under the Plan and whether or not, if impaired, such holders accepted, rejected, or are deemed to have accepted or rejected the Plan, (vii) each Person acquiring property under the Plan, (viii) all non-Debtor parties to executory contracts and unexpired leases with any Debtor, (ix) all entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan or the Confirmation Order, and (x) each of the foregoing’s respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any.

Effective Date. The Effective Date of the Plan is _____, 2004.

Fee Applications of Professionals. Any professional seeking an allowance for compensation or reimbursement of expenses pursuant to sections 327, 328, 330 or 1103 of the Bankruptcy Code shall file by no later than _____ [45 days after Effective Date], 2004 with this Court and serve on the following entities a final application for professional fees and expenses:

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.; Favar Concepts, Ltd.; Fleming Foods Management Co., L.L.C.; Fleming Foods of Texas, L.P.; Fleming International, Ltd.; Fleming Retail Holdings, Inc., f/ka/ Rainbow Foods, Inc.; 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.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

² Capitalized terms not defined herein have the meaning given in the Plan.

Fleming Companies, Inc.
1945 Lakepoint Drive
Lewisville, Texas 75057
Attn: Rebecca A. Roof

Milbank Tweed Hadley & McCloy LLP
One Chase Manhattan Plaza
New York, New York 10005
Attn: Dennis Dunne

And

Kirkland & Ellis LLP
200 E. Randolph Drive
Chicago, Illinois 60601
Attn: Geoffrey A. Richards
Janet S. Baer

Pepper Hamilton LLP
100 Renaissance Center
Suite 3600
Detroit, Michigan 48243-1157
Attn: I. William Cohen
Robert S. Hertzberg

And

Pachulski, Stang, Ziehl, Young, Jones & Weintraub PC
919 North Market Street
Sixteenth Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705
Attn: Laura Davis Jones

Piper Rudnick LLP
6225 Smith Avenue
Baltimore, MD 21209-3600
Attn: Mark J. Friedman

Objection Deadline for Fee Applications of Professionals. All applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Court. Any objection to the Claims of Professionals shall be filed on or before sixty (60) days after the later of (i) the date of the filing of the application for final compensation or (ii) by _____, 2004 [45 days after Effective Date].

Second Administrative Claims Bar Date. All requests for administrative expenses pursuant to section 503 of the Bankruptcy Code that arose after October 31, 2003 must be filed by _____, 2004 [45 days after Effective Date].

Substantial Contribution Bar Date: Furthermore, all requests by: (i) a professional not retained by the Debtors, the Committee or the OCRC under section 327 or 363 of the Bankruptcy Code that asserts a Claim for fees incurred after June 1, 2004, alleged to be beneficial or necessary towards completing of the Chapter 11 Cases as outlined in section 330 of the Bankruptcy Code and/or (ii) any other party that asserts a Claim for fees incurred after June 1, 2004 alleged to be for a substantial contribution under section 503(b) of the Bankruptcy Code, must be filed by _____, 2004 [45 days after Effective Date].

All requests for allowance of Administrative Claims must be submitted in a form in accordance with the Bankruptcy Code, the Bankruptcy Rules and the local rules of the United States Bankruptcy Court for the District of Delaware. **SHOULD YOU FAIL TO FILE A TIMELY REQUEST FOR ALLOWANCE OF AN ADMINISTRATIVE CLAIM, SUCH (A) CLAIM SHALL NOT BE ALLOWED BY THE COURT OR (B) PAID BY THE DEBTORS.**

Injunction. Except as otherwise expressly provided in the Confirmation Order or in the Plan, all Holders of Claims and Equity Interests are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Equity Interest against the Debtors, their estates,

Core-Mark Newco or the Reorganized Debtors unless a previous order modifying the stay provided under section 362 of the Bankruptcy Code was entered by the Court; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors; and (c) creating, perfecting, or enforcing any encumbrance of any kind against the property or interests in property of the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors.

Date: _____, 2004

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and

PACHULSKI, STANG, ZIEHL, YOUNG,
JONES & WEINTRAUB P.C.
Laura Davis Jones
Ira D. Kharasch
919 North Market Street, Sixteenth Floor, P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier No. 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT D

Identical Claims Asserted Against Multiple Debtors

[To Come]