

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

**AFFIDAVIT IN SUPPORT OF THE DEBTORS' APPLICATION
FOR AN ORDER AUTHORIZING EMPLOYMENT AND
AON CONSULTING & INSURANCE SERVICES AS ACTUARIES TO THE DEBTORS**

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

I, Leslie Karen Soo Hoo, being duly sworn, depose and say:

1. I am a Vice President in Aon Consulting & Insurance Services ("Aon"), an actuarial services firm. I make this Affidavit on behalf of Aon (the "Affidavit"). I submit this Affidavit in support of the application (the "Application") of the captioned debtor and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), for an order authorizing the employment and retention of Aon as actuaries to the Debtors under the terms and

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.

conditions set forth in the Application. Except as otherwise noted², I have personal knowledge of the matters set forth herein.

Disinterestedness and Eligibility

2. In connection with the preparation of this Affidavit, Aon's professionals conducted a review of its professional contacts with the Debtors, their affiliates and certain entities holding large claims against the Debtors that were reasonably known to us.

3. Aon may provide actuarial services unrelated to the Debtors' case for the certain entities with an interest in these bankruptcy cases. To the extent this is the case, our assistance to these parties would be primarily related to actuarial calculations. To the best of my knowledge, no services have been provided to any creditor or other party in interest which could impact its rights in the Debtors' case, nor does Aon's involvement in this case compromise its ability to continue such services.

4. Aon may have worked in the past, currently or in the future be working with other professionals involved in these cases in matters unrelated to the Debtors and these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relationships create interests materially adverse to the Debtors herein in matters upon which Aon is to be employed, and none are in connection with this case.

5. Except as otherwise stated herein, Aon is not a "Creditor" of any of the Debtors within the meaning of Section 101(10) of the Bankruptcy Code. Further, neither I nor

² Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Aon and are based on information provided by them.

any other Aon' partner or principal, to the best of my knowledge, is a holder of any shares of the Debtors' stock.

6. Based on the results of the relationship search conducted to date as described above, Aon, insofar as I have been able to ascertain, has no connection with the above-captioned Debtors, their creditors, equity security holders, other parties-in-interest (as reasonably known to us) or their respective attorneys, except as disclosed or otherwise described herein. Since the names of the personnel employed by the Office of the U.S. Trustee in the District of Delaware involved in this matter are not available to us, we have not checked Aon's internal computer database to identify potential relationships. Further, to the best of my knowledge, there does not exist any relationship between Aon and the Office of the U.S. Trustee in this District. No effort has been taken to ascertain the connection between the above-captioned Debtors, their creditors, equity security holders, other parties-in-interest or their respective attorneys and Aon's affiliates."

7. As such, to the best of my knowledge, Aon is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Aon:

- a. is not a creditor, equity security holder or insider of the Debtors (except as disclosed herein);
- b. is not and was not an investment banker for any outstanding security of the Debtors;
- c. has not been, within three years before the date of the filing of the Debtors' chapter 11 petition, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in

connection with the offer, sale, or issuance of a security of the Debtors;
and

- d. was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

In addition, to the best of my knowledge and based upon the results of the relationship search described above, Aon neither holds nor represents an interest adverse to the Debtors within the meaning of Section 327(a) of the Bankruptcy Code.

8. It is Aon's policy and intent to update and expand its ongoing relationship search for additional parties in interest in an expedient manner. If any new relevant facts or relationships are discovered or arise, Aon will promptly file a Bankruptcy Rule 2014(a) Supplemental Affidavit.

Scope of Services

9. Aon has provided actuarial services in connection with the Core-Mark Pension Plan. Aon will provide such actuarial services as Aon and the Debtors deem appropriate and feasible in order to assist the Debtors in the course of these chapter 11 cases, including the following:

- a. Preparation of pension plan minimal funding projections;
- b. Preparation of plan termination liability reports;
- c. Preparation of affidavit(s) in support of Core-Mark Pension Plan Motion;
- d. Performance of services in connection with appearance as expert witness in connection with Core-Mark Pension Plan Motion (if necessary);

- e. Performance of other actuarial services deemed by Debtors and Aon to be necessary and required in connection with the Core-Mark Pension Plan Motion.

Professional Compensation

10. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, applicable U.S. Trustee guidelines and the local rules of this District, Aon will seek payment for compensation on an hourly basis, plus reimbursement of actual and necessary expenses incurred by Aon. The estimated fees for the services are expected to be approximately \$40,000, excluding expenses. Aon's customary hourly rates as charged to both bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application for the employment of Aon. These hourly rates are adjusted annually. Such rate adjustments will be disclosed to this Court and the Debtors.

11. According to Aon's books and records, during the ninety-day period prior to the Debtors' petition date, Aon received \$5,600 for professional services performed and expenses

incurred for the general administration and actuarial calculations for the Core-Mark defined benefit pension plan. Aon has received \$35,870 since the Debtor's petition date for professional services performed and expenses incurred for the general administration and actuarial calculations for the Core-Mark defined benefit pension plan.

12. No commitments have been made or received by Aon, nor any partner or employee associate thereof, as to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Further, Aon has no agreement with any other entity to share with such entity any compensation received by Aon in connection with these chapter 11 cases.

Dated this 7 day of November 2003.

(signature) Leslie K. Soo Hoo
(type name) Leslie Karen Soo Hoo

SUBSCRIBED AND SWORN TO BEFORE ME this 7 day of November 2003.

Elvira L. Del Pozo Elvira L. Del Pozo
Notary Public

My Commission Expires:

6/5/2007

