

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' ~~FIRST~~SECOND AMENDED
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: ~~January 19,~~ March 26, 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.; Dumigan 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 Exit Facility Term Sheet}
{Exhibit B Rights Participation Schedule}
{Exhibit C Excluded D&O Releases}
{Exhibit D Schedule of Retained Causes of Action}
{Exhibit E Tranche B Loan Term Sheet}
{Exhibit F Equity Commitment Letter}~~

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

**DEBTORS' AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS' ~~FIRST~~SECOND AMENDED
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 ~~Joint First~~Second Amended ~~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. *Reservation of Rights*

This Plan is a joint Plan of the Debtors and the Committee. The Plan currently contains several matters on which the Debtors and the Committee have not reached final agreement. In the event that the parties can not reach final agreement on such matters prior to solicitation of votes on the Plan, the parties reserve their respective rights to withdraw their support for this joint Plan and proceed in any manner appropriate as outlined in the Stipulation Re Co-Exclusive Period to File Plan of Reorganization dated November 25, 2003, or under the Bankruptcy Code.

C. *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 339130A09 and 339130AR7, due 2009 issued by Fleming in the original principal amount of \$150 million and guaranteed by all of the Debtors.

2. "5¼% Convertible Senior Subordinated Notes Indenture" means that certain indenture dated March 15, 2001, between Bank One, N.A., 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 in the original principal amount of \$200 million and guaranteed by all of the Debtors.

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

5. "9¼% Senior Subordinated Notes" means the 9¼% Senior Subordinated Notes, CUSIP number 339130AW6, due 2012 issued by Fleming in the original principal amount of \$260 million and guaranteed by all of the Debtors.

6. "9¼% Senior Subordinated Notes Indenture" means that certain indenture dated April 15, 2002, between Bank One, N.A., as indenture trustee, and Fleming, as amended or supplemented.

7. "10¼% Senior Notes" means the 10¼% Senior Notes, CUSIP number 339130AP1, due 2008 issued by Fleming in the original principal amount of \$355 million and guaranteed by all of the Debtors.

8. "10¼% 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. "10¼% Senior Subordinated Notes" means the Series A and B 10¼% Senior Notes, CUSIP numbers 339130AL0 and 339130AT3, due in 2007 issued by Fleming in the original principal amount of \$400 million and guaranteed by all of the Debtors.

10. "10¼% Senior Subordinated Notes Indenture" means that certain indenture dated July 25, 1997, between Bank One, N.A. 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. "Additional Participating Amounts" means the amount to which a Disputing Holder may participate in the Rights Offering, as determined by the Bankruptcy Court or by the Debtors with the consent of the Committee and the Equity Investor.~~

~~12.~~ 13. "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.~~ 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.

~~14.~~ "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.

15. "Allowed" means, with respect to any Claim or Equity Interest, except as otherwise provided herein: (a) a Claim or Equity Interest that has been scheduled by the Debtors in their 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 or Equity Interest that either is not a Disputed Claim or Equity Interest or has been allowed by a Final Order; (c) a Claim that is determined by the Debtors or the Post Confirmation Trust, as applicable, to be allowed; (d) a Claim or Equity Interest that is allowed: (i) in any stipulation of amount and nature of Claim executed prior to the Confirmation Effective Date; (ii) in any stipulation with any Debtor or Reorganized Debtor the Post Confirmation Trust of amount and nature of Claim or Equity Interest executed on or after the Confirmation 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 or Equity Interest relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or Equity Interest or (ii) has been allowed by a Final Order, in either case only if a proof of Claim or Equity Interest has been Filed by the Claims Bar Date or has otherwise been deemed timely Filed under applicable law; or (f) a Claim or Equity Interest as to which a proof of Claim has been timely filed and as to which the Debtors, the Post Confirmation Trust 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.

16. "Allowed Claim" means an Allowed Claim in the particular Class described.

17. "Allowed Interest Defense Costs" means certain costs incurred by an Allowed Equity Interest Insurer in the particular Class described defense and/or liquidation of an Insured Claim, for which the Debtors are obligated to reimburse the respective Insurers.

18. "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.

19. "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.

20. "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.

~~21. "Approved Trade Creditor Reclamation Lien" means the junior lien of an Approved Trade Creditor holding a Reclamation Claim in the lesser of (a) the amount of actual trade credit provided pursuant to the agreement with the Debtors as outlined in the Trade Credit Program; and (b) the amount of the Allowed Reclamation Claim, as outlined in the Trade Credit Program determined without consideration of whether the Inventory of the Debtors exceeded the amount of the Pre-Petition Lenders' Secured Claim.~~

~~21.~~ 22. "Approved Trade Creditor Reclamation Lien Claim" means the Claim of an Approved Trade Creditor holding a Reclamation Claim in the lesser of (a) the amount of the actual trade credit provided pursuant to the agreement with the Debtors as outlined in the Trade Credit Program and (b) the amount of the Allowed Reclamation Claim, as outlined in the Trade Credit Program determined without consideration of whether the Inventory of the Debtors exceeded the amount of the Pre-Petition Lenders' Secured Claim.

~~22.~~ 23. "Assumption Schedule" means the schedule included in the Plan to be filed 15 days prior to the Voting Supplement Deadline, of executory contracts and unexpired leases that are to be assumed by the Reorganized Debtors on the Effective Date.

~~23.~~ 24. "Avoidance Actions" means those avoidance actions available pursuant to Chapter 5 of the Bankruptcy Code.

~~24.~~ 25. "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.~~ 26. "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.~~ 27. "Bankruptcy Code" means Title 11 of the United States Code, and applicable portions of Titles 18 and 28 of the United States Code.

~~27.~~ 28. "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.~~ 29. "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.~~ 30. "Beneficial Holder" means the Person or Entity holding the beneficial interest in a Claim or Equity Interest.

~~30.~~ 31. "Bondholders" mean the Beneficial Holders of the Old Notes.

~~32.~~ "Bond Guarantees" means those guarantees issued by the Filing Subsidiaries in favor of the Holders of Old Notes guaranteeing the obligations of Fleming on the Old Notes.

~~31.~~ 33. "Business Day" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)) in Wilmington, Delaware.

~~32.~~ 34. "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.~~ 35. "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 and the Committee 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.~~ 36. "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.~~ 37. "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 DA filed herewith, and the Disclosure Statement and the Plan Supplement) that are or may be pending on the Effective Date or instituted by Core-Mark Newco, the Reorganized Debtors or the Post Confirmation Trust, 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. 38. "CCAA" means the Companies' Creditors Arrangement Act (Canada).

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

39. 40. "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. 41. "Claim Holder" means the Holder of a Claim.

41. 42. "Claims Bar Date" means September 15, 2003.

42. 43. "Class" means a category of Holders 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 Post Confirmation Trust in favor of the Holders of Allowed Class 3B Claims pursuant to the terms of the Class 3B Preferred Interests Term Sheet.

44. "Class 3B Preferred Interests Term Sheet" means that certain Indicative Term Sheet, Secured Preferred Interests with Junior Secured Guarantee, March 2004, attached to the Disclosure Statement as Exhibit 10.

45. "Class 5 Preferred Interests" means those certain junior secured preferred interests to be issued by the Post Confirmation Trust in favor of the Holders of Allowed Class 5 Claims pursuant to the terms of the Class 5 Preferred Interests Term Sheet.

46. "Class 5 Preferred Interests Sheet" means that certain Indicative Term Sheet, Junior Secured Preferred Interests with Junior Secured Guarantee, March 2004, attached to the Disclosure Statement as Exhibit 11.

47. 44. "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.

48. 45. "Confirmation" means the entry of the Confirmation Order.

49. 46. "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.

50. 47. "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.

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

49. "Contract Claims Bar Dates" means those certain dates set forth in any prior or subsequent Orders of the Bankruptcy Court by which Claims pursuant to sections 365 and/or 502(b)(6) of the Bankruptcy Code must be filed.

52. 50. "Convenience Claims" means those General Unsecured Claims in Class 7 herein, as described in Section III.B.9-9 herein.

53. 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.

54. "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).

55. 52. "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.

56. "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.

57. 53. "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, but excluding the Excluded D&O Releasees.

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

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

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

61. 56. "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.

62. 57. "Disclosure Statement" means the ~~First~~Second Amended Disclosure Statement in Support of Debtors' and Official Committee of Unsecured Creditors' ~~First~~Second Amended Joint Plan of Reorganization of Fleming Companies, Inc., and its Filing Subsidiaries under Chapter 11 of the Bankruptcy Code dated ~~January~~March 19, ~~2004~~, as amended, supplemented, or modified from time to time, describing the Plan, that is prepared and distributed in accordance with the Bankruptcy Code.

63. 58. "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 Post Confirmation Trust, 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.

59. "Disputing Holder" means a Holder of a Class 6 General Unsecured Claim that disputes its Rights Participation Claim Amount and acts in accordance with the procedures described in section VII.B.10.

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

65. "DSD Settlement Agreement" means that Statement of Settlement Agreement between Debtors and DSD Class Plaintiffs dated February 5, 2004, whereby the DSD Trust Claims and corresponding litigation was settled.

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

67. 61. "DSD Trust Claims" means those claims of certain vendors that arose from the direct shipment of goods to retailers, and which are ~~subject to ongoing litigation~~ Claims were settled in the DSD Settlement Agreement.

68. 62. "DTC" means The Depository Trust Company.

69. 63. "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 seven days after the Confirmation Date.

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

71. 65. "Equity Commitment Letter" means that ~~certain commitment letter between the Debtors and the Equity Investor whereby the Equity Investor, subject to the satisfaction or waiver of certain conditions, commits to purchase and exercise the Equity Subscription Rights not otherwise exercised prior to the Subscription Expiration Date, attached to the Plan as Exhibit E.~~

66. "Equity Interest" means (a) any equity interest ~~of~~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.

67. "Equity Investor" means ~~the Person(s) that, subject to the satisfaction or waiver of certain conditions, has committed to purchase all Preferred Stock for which the Equity Subscription Rights were not exercised prior to the Subscription Expiration Date.~~

68. "Equity Subscription Right" means ~~the right to purchase shares of Preferred Stock offered to those Claim Holders listed on the Rights Participation Schedule.~~

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

73. "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.

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

75. 71. "Excluded D&O-Releasees" means those parties listed on Exhibit ~~GE~~ filed herewith, which Exhibit shall be mutually agreed upon by the Debtors and the Committee.

72. "Exercising Claim Holder" means ~~the Holder of an Equity Subscription Right that has timely and duly exercised the Equity Subscription Right that such Holder was eligible to exercise.~~

76. 73. "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 substantially the terms set forth on Exhibit A filed herewith 7 to the Disclosure Statement.

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

78. 75. "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.

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

80. 77. "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.

81. 78. "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.

82. 79. "First Administrative Bar Date" means January 15, 2004.

83. 80. "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 November 26, 2003.

84. 81. "Fleming" means Fleming Companies, Inc.

85. 82. "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.

86. "FSA" 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. "FSA Participants" means those creditors who are entitled to assert "Offset Rights" against the FSA as 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.

88. 83. "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.

89. 84. "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.

90. 85. "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.

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

92. 87. "Impaired Class" means each of the Classes that is not an Unimpaired Class.

93. 88. "Indentures" means, collectively, the 5¼% Convertible Senior Subordinated Notes Indenture, the 9¼% Senior Notes Indenture, the 9½% Senior Subordinated Notes Indenture, the 10¼% Senior Notes Indenture and the 10½% Senior Subordinated Notes Indenture.

94. "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.

95. "Insurance Security" means the certain letters of credit issued by third-parties to secure the Debtors' liabilities to the Insurers under the Insurance Program.

96. "Insurers" means the insurance carriers that provide insurance policies to the Debtors pursuant to the Insurance Program.

97. 89. "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.

98. 90. "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.

99. 91. "Litigation Claims" means all Avoidance Actions and Vendor Deductions.

100. 92. "Management Incentive Plan" means that certain equity incentive program (the terms of which shall be outlined in the Plan term sheet to be filed 15 days prior to the Voting Supplement Deadline), pursuant to which certain key employees of the Reorganized Debtors or its subsidiaries will receive or have the right to receive up to []% of the New Common Stock to be issued pursuant hereto, ~~which shall not be diluted by the shares of Preferred Stock issued pursuant to the Rights Offering.~~

101. 93. "Master Ballots" mean the master ballots accompanying the Disclosure Statement upon which Holders of Old Notes shall indicate their acceptance or rejection of the Plan in accordance with the Voting Instructions.

94. ~~"Master Subscription Form" means that subscription for distribution to Nominee Holders of General Unsecured Claims for the purpose of recording and transmitting the elections of the Beneficial Holders of such General Unsecured Claims.~~

102. 95. "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, of which up to an aggregate of [] shares shall be initially issued pursuant hereto this Plan.

103. 96. "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. 97. "Objection Deadline" means that date which is ~~180 days~~ one year after the Effective Date or such later date as the Court may allow upon request by the Reorganized Debtors or the Post Confirmation ~~Trustee~~ Representative, as applicable, by which the Debtors, the Post Confirmation Representative or any party in interest has to file an objection to any Claim not previously allowed.

105. 98. "Old Notes" means the 5¼% Convertible Senior Subordinated Notes, the 9¼% Senior Notes, the 9⅞% Senior Subordinated Notes, the 10⅛% Senior Notes and the 10⅝% Senior Subordinated Notes.

106. 99. "Old Notes Trustees" means Bank One, N.A., the Bank of New York and Bankers Trust Company.

107. "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.

108. "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.

109. "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.

110. 100. "Old Senior Notes" means the 9¼% Senior Notes and the 10⅛% Senior Notes.

111. 101. "Old Senior Subordinated Notes" means the 5¼% Convertible Senior Subordinated Notes, the 9⅞% Senior Subordinated Notes and the 10⅝% Senior Subordinated Notes.

112. 102. "Old Stock" means all of the issued and outstanding shares of Fleming common stock, \$.01 par value per share.

~~103. "Option Period" means the period within which purchasers of the Wholesale Distribution Business as outlined in the Bankruptcy Court's Order of August 15, 2003 have to designate the acceptance, assignment or rejection of certain executory contracts and unexpired leases.~~

113. 104. "Other Priority Non-Tax Claims" 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.

114. 105. "Other Secured Claims" means Secured Claims not in Classes ~~1(B)~~ 2, 3(B) or 3(C).

115. 106. "Other Securities Claims and Interests" means (a) any Equity Interest in Fleming (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.

116. "Over-Deductible Amount" means that portion of an Insured Claim that exceeds the Deductible Amount.

117. 107. "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.

118. 108. "Person" means a person as defined in section 101(41) of the Bankruptcy Code.

119. 109. "Petition Date" means April 1, 2003, the date on which the Debtors filed their petitions for relief commencing the Chapter 11 Cases, ~~April 1, 2003.~~

~~120.~~ 110. "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.

~~111.~~

~~121.~~ "Plan Supplement" means the compilation of documents and forms of documents specified in the Plan (and in form and substance acceptable to the Committee) to be filed by the Debtors on or before 10 business days prior to the Post Confirmation Hearing, as each such document or form of document may be, with Representative means the Committee's consent, altered, restated, modified or replaced from time to time trustee under the Post Confirmation Trust Agreement.

~~122.~~ 112. "Post Confirmation Trust" means that trust that shall be created pursuant to the Plan and the Post Confirmation Trust Agreement for the purposes of carrying out certain provisions of the Plan.

~~123.~~ 113. "Post Confirmation Trust Advisory Board" means that board created to advise the Post Confirmation Trust, as outlined in Section V.G.2 herein.

~~124.~~ 114. "Post Confirmation Trust Agreement" means that agreement, contained in the Plan Supplement a draft of which is attached to the Disclosure Statement as Exhibit 9, that shall be entered into by Core Mark Newco, the Debtors, the Committee and the Post Confirmation Trustee Representative on or before the Effective Date, and which shall govern the Post Confirmation Trust.

~~125.~~ 115. "Post Confirmation Trust Distributable Assets" means the assets in the Post Confirmation Trust, net of expenses, reserves and the payment of certain Claims and obligations under the Plan and otherwise as outlined in more detail in the Post Confirmation Trust Agreement, which are available for distribution to the Holders of Allowed Class 3(B) or Class 5 Claims.

~~116.~~ "Post Confirmation Trustee" means the trustee under the Post Confirmation Trust Agreement.

~~126.~~ 117. "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.

~~127.~~ 118. "Preference Actions" means those avoidance actions provided for in section 547 of the Bankruptcy Code.

~~119.~~ "Preferred Stock" means the convertible preferred stock to be issued by Core Mark Newco representing the right to convert into not more than []% of the New Common Stock, that has a liquidation preference over the New Common Stock and that is entitled to a paid in kind dividend of [], as further described in the Equity Commitment Letter.

~~128.~~ 120. "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.

~~129.~~ 121. "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.

~~130.~~ 122. "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.

131. ~~123.~~ "Pre-Petition Lenders' Secured Claims" means the Claims arising under the Pre-Petition Credit Agreement.

132. ~~124.~~ "Priority Tax Claims" 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 Property Tax Claims.

133. ~~125.~~ "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.

134. ~~126.~~ "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.

135. ~~127.~~ "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.

136. "Property Tax Claims" 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. ~~128.~~ "PMSI" means a purchase money security interest as defined in Section 9-312 of the Uniform Commercial Code.

138. ~~129.~~ "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, ~~except in the case of Claim Holders listed on the Rights Participation schedule it means, solely for the purposes of determining participation in the Rights Offering, the ratio of the Rights Participation Claim Amount of any particular Claim Holder so listed to the aggregate of the Rights Participation Claim Amounts for all Claim Holders listed on such Schedule.~~

139. ~~130.~~ "Reclamation Claims" means Claims to which a Trustee's avoidance powers are subject pursuant to section 546(c) of the Bankruptcy Code.

140. ~~131.~~ "Record Date" means [_____], 2004.

142. ~~132.~~ "Registration Rights Agreement" means those certain registration rights agreements as required to be executed in accordance with the Plan, the forms of which shall be included in the Plan Supplement.

141. ~~133.~~ "Releasees" means, other than the Excluded Releasees, each of the Debtors, the Reorganized Debtors, Core-Mark Newco, each of the D&O Releasees, the Pre-Petition Lenders, the Old Notes Trustees, the Post-Petition Lenders, the Tranche B Lenders, the Equity Investor, the Committee, each member of the Committee, the Post Confirmation Trustee Representative and the Post Confirmation Trust Advisory Board, the Agents and the affiliates, agents and professionals of each of the foregoing, each in their capacity as such.

142. ~~134.~~ "Reorganized Debtors" means collectively Core-Mark Newco and each Debtor and Debtor in Possession, 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.

143. ~~135.~~ "Residual Inventory Value" means the value, as of the Petition Date, of the Debtors' Inventory in which the Holders of Allowed Class 5 Claims have asserted an interest, which value is in excess of the aggregate dollar amount of Allowed Class 2 and Allowed Class 3(B) Claims.

~~143.~~ 136. "Restated By-laws" means the restated by-laws of the Reorganized Debtors, if necessary, the form of which shall be filed as part of the Plan Filed 20 days prior to the Confirmation Supplement Hearing.

~~144.~~ 137. "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 ~~included in the Plan~~ filed 20 days prior to the Confirmation Supplement Hearing.

~~138.~~ "Rights Offering" means the offering of shares of Preferred Stock pursuant to the Equity Subscription Rights and described in Article VII herein and Exhibit 6 to the Disclosure Statement.

~~139.~~ "Rights Participation Claim Amount" means the amount in which a General Unsecured Claim is valued for purposes of participation in the Rights Offering, as listed on the Rights Participation Schedule, agreed to by the Debtors with the consent of the Committee and the Equity Investor or as ordered by the Bankruptcy Court.

~~140.~~ "Rights Participation Schedule" means the list of creditors and Claims identified by the Debtors on Exhibit B filed herewith setting forth the Rights Participation Claim Amounts.

~~145.~~ 141. "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.

~~146.~~ 142. "Second Administrative Bar Date" means that date that is forty-five (45) days after the Effective Date.

~~147.~~ 143. "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.

~~148.~~ 144. "Senior Note Claims" means those Claims derived from or based upon the Old Senior Notes.

~~149.~~ 145. "Senior Notes Indentures" means the 9%% Senior Notes Indenture and the 10% Senior Notes Indenture.

~~150.~~ 146. "Senior Notes Indenture Trustee" means the Bank of New York.

~~151.~~ 147. "Senior Subordinated Note Claims" means those Claims derived from or based upon 5¼% Convertible Senior Subordinated Notes, the 9% % Senior Subordinated Notes and the 10% % Senior Subordinated Notes.

~~148.~~ "Subscription Agent" means _____

~~149.~~ "Subscription Commencement Date" means _____

~~150.~~ "Subscription Expiration Date" means _____

~~151.~~ "Subscription Form" means the form to be used by a Holder of Equity Subscription Rights to exercise such Equity Subscription Rights.

~~152.~~ "Subscription Period" means that time between the Subscription Commencement Date and the Subscription Expiration date.

~~153.~~ "Subscription Purchase Price" means the purchase price that an Exercising Claim Holder must pay in order to exercise its Equity Subscription Rights.

~~154.~~ "Subscription Record Date" means _____

152. 155. "Trade Credit Program" means that program established under the Final DIP Order providing a junior lien to Approved Trade Creditors who made post-petition credit available to the Debtors.

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

154. 157. "Tranche B Loan" means the loan of up to \$60,000,000 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 B filed herewith 8 to the Disclosure Statement.

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

156. "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.

157. 159. "Unimpaired Claims" means Claims in an Unimpaired Class.

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

159. 161. "Unsecured Claim" means any Claim against any Debtor that is not a Secured Claim, Administrative Claim, DIP Claim, Priority Tax Claim, Other Priority Claim or an Other Secured Claim.

160. 162. "Valid Reclamation Claims" means those Reclamation Claims with an interest in the Debtors' Inventory under section 546 of the Bankruptcy Code to the extent such Inventory has value in excess of the aggregate dollar amount of Allowed Class 2 and Class 3(B) Claims.

161. 163. "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.

162. 164. "Voting Class" means any class of Claims or Equity Interest entitled to vote on the Plan.

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

164. 166. "Voting Instructions" mean the instructions for voting on the Plan contained in the section III of the Disclosure Statement entitled "SOLICITATION, VOTING PROCEDURES, Voting and Confirmation of the Plan" and in the Ballots and the Master Ballots.

165. 167. "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.

166. "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 applicable Reorganized Debtor 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 ~~shall file an Administrative Claim on or before the First Administrative Bar Date pursuant to which the First Administrative Bar Date Order. Except as provided herein, 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 or the Reorganized Debtors, their successors, their assigns or their property. 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 and 328 of the Bankruptcy Code; (ii) expenses of members of the Official Committee of Unsecured Creditors; (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 and the Post Confirmation Trustee ~~Trustee~~ **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 Reorganized Debtors. 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.

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 thirty (30) days after the date of the filing of the application for final compensation.

Allowed Administrative Claims, which shall be paid in full under the Plan, are currently estimated to be in the range of \$96- ~~to \$135~~ 125 million as of the Effective Date.²

B. *Priority Tax Claims*

~~Each Holder of an~~ 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 ~~shall be paid in full satisfaction, settlement, release, and discharge of and in exchange for such: (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 on any outstanding balance from the Effective Date calculated at the interest rate~~

² 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.

available on ninety (90) day United States Treasuries on the Effective Date, in quarterly deferred Cash payments over a period not to exceed six years after the date of assessment in accordance with §1129(a)(9)(C) of the Bankruptcy Code with interest at a rate agreed to by the parties or set by the Court tax on which such Claim is based, unless such the Debtor and Holder consents mutually agree to other 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 \$1011 to \$2013 million as of the Effective Date.²

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 \$130-\$13525 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
<u>Class 1(B)</u>	<u>== Property Tax Claims</u>	<u>Impaired</u>	<u>== entitled to vote</u>
Class 2	-- Pre-Petition Lenders' Secured Claims	Unimpaired	-- not entitled to vote
Class 3(A)	-- <u>Other Secured Claims that are not Class 1(B) Claims</u>	Unimpaired	-- not entitled to vote
Class 3(B)	-- Approved Trade Creditor Reclamation Lien Claims	Impaired	-- entitled to vote
Class 3(C)	-- DSD Trust Claims	Unimpaired <u>Impaired</u>	-- not entitled to vote
Class 4	-- PACA/PASA Claims	Unimpaired	-- not entitled to vote
Class 5	-- Reclamation Claims that are not Class 3(B) Claims	Impaired	-- entitled to vote
Class 6	-- General Unsecured Claims	Impaired	-- entitled to vote

² 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 Nowco.

	<i>Class</i>	<i>Status</i>	<i>Voting Rights</i>
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:* ~~On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Other Priority Non Tax Claim shall be paid in full satisfaction, settlement, release, and discharge of, and in exchange for, each and every Allowed Other Priority Non-Tax Claim in Cash in full 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 such the Holder agrees 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)—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 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 Property Tax Claim shall be paid the principal amount of such Claim plus simple interest 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 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 not impaired and the Holders of Class 1 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 are not 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 \$8 to \$15.6 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 and shall either (i) assign its liens in the Debtors' assets to the lender under the Exit Financing Facility Agreement 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, and which liens as assigned shall be subject to further transfer to the Post Confirmation Trust, as applicable.

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 \$0200-220 million as of the Effective Date.

4. ~~3.~~ *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.

(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 are currently estimated to be in the range of \$750,000 to \$2 million as of the Effective Date.

5. ~~4.~~ *Class 3(B)—Approved Trade Creditor Reclamation Lien Claims*

(a) *Classification*: Class 3(B) consists of all Allowed Approved Trade Creditor Reclamation Lien Claims.

(b) *Treatment*: On the Effective Date, or as soon as practicable thereafter, ~~Core-Mark-Newco or the Post Confirmation Trust, as applicable,~~ shall issue a promissory note the Class 3B Preferred Interests in favor of the Holders of Allowed Approved Trade Creditor Reclamation Lien Claims in the estimated aggregate amount of such Allowed Claims under the terms and conditions of the 3B Preferred Interests 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 Post Confirmation Trust Distributable Assets entitling each Holder of an Allowed Approved Trade Creditor Reclamation Lien Claim to its Ratable Proportion of the Post Confirmation Trust Distributable Assets up to the total amount of each Holders' Allowed Approved Trade Creditor Reclamation Lien Claim, in full satisfaction, settlement, release and discharge of each Allowed Approved Trade Creditor Reclamation Lien Claim, unless such Holder agrees to other treatment, and subject at the Debtors' option, to reduction for unpaid post-petition deductions, preference payments and other applicable setoff rights.

As additional security for the Class 3B Preferred Interests, Core-Mark-Newco shall provide a junior secured guarantee under the terms outlined in the Class 3B Preferred Interests 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:* Allowed Class 3(B) Claims are currently estimated to be in the range of ~~\$1343-\$9255~~ million as of the Effective Date prior to setoffs which may be available to the Debtors and will be paid in full under the Plan by the Post Confirmation Trust or Core-Mark Newco as outlined in the Disclosure Statement and the Class 3(B) Preferred Interests Term Sheet filed therewith.

6. 5. Class 3 (C)—DSD Trust Claims

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

(b) *Treatment:* ~~(i) In the event that the DSD Trust Claim Holders obtain a Final Order in their favor in the pending litigation allowing their Claims, on the later of (a) the Effective Date or as soon as practicable thereafter; or (b) the date the DSD Trust Claim Holders obtain a Final Order allowing their Claims or as soon as practicable thereafter, each~~ 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 in full, unless such Holder agrees to other treatment, subject, at the Debtors' option to reduction for unpaid post-petition deductions, preference payments and other applicable setoff rights. ~~In the event the DSD Trust Claim Holders do not prevail in their litigation, all Allowed DSD Trust Claims shall be treated as Class 6 General Unsecured Claims hereunder~~ Ratable Proportion of the DSD Settlement Fund as outlined in the DSD Settlement Agreement.

(c) *Voting:* Class 3(C) is ~~unimpaired~~ impaired and Holders of Claims in Class 3(C) 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(C) are not entitled to vote to accept or reject the ~~p~~Plan.

(d) *Claims Estimate:* Allowed Class 3(C) Claims are currently estimated to ~~The DSD Settlement Fund pursuant to the DSD Settlement Agreement shall~~ be in the range amount of \$0 to \$2217.5 million as of the Effective Date.

7. 6. Class 4—PACA/PASA Claims

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

(b) *Treatment:* ~~On the Effective Date, or as soon as practicable thereafter, unless such Holder agrees to other treatment, each Holder of an Allowed PACA/PASA Claim shall be paid in~~ In full satisfaction, settlement, release, and discharge of, and in exchange for, each and every Allowed PACA/PASA Claim in Cash in full from the previously established PACA trust or from Core-Mark Newco to the extent the PACA trust ~~that is insufficient~~ due and payable on or prior to satisfy all the Allowed PACA/PASA Claims Effective Date, with any remaining proceeds on the Effective Date or as soon as practicable thereafter, the Holder of the PACA trust to such Claim shall be distributed paid the principal amount of such Claim, unless the Holder consents to Core-Mark ~~other Newco~~ 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 \$98-\$14 million as of the Effective Date.

8. 7. Class 5—Valid Reclamation Claims that are not Class 3(B) Claims

(a) *Classification:* Class 5 consists of Allowed Valid Reclamation Claims that are not Class 3(B) Claims.

(b) *Treatment:* To the extent the Court determines that the Holders of Reclamation Claims that are not Class 3(B) Claims are entitled to priority treatment, on the Effective Date, or as soon as practicable thereafter, Core-Mark Newco or the Post Confirmation Trust, as applicable, shall issue a promissory note the Class 5 Preferred Interests in favor of such Holders in the estimated aggregate amounts of their

Allowed Claims under the terms and conditions of the Class 5 Preferred Interests 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 Post Confirmation Trust Distributable Assets entitling each Holder to its Ratable Proportion of the Post Confirmation Trust Distributable Assets after all Class 3(B) Claims are paid in full. *In the event the Court denies the Holders of Reclamation Claims that are not Class 3(B) Claims priority treatment, such Reclamation Claims shall be treated as Class 6 Claims hereunder.*

As additional security for the Class 5 Preferred Interests in the event the Court determines that the Holders of Class 5 Claims are entitled to priority treatment, Core-Mark Newco shall provide a junior secured guarantee under the terms outlined in the Class 5 Preferred Interests Term Sheet.

In the event the Court denies the Holders of Reclamation Claims that are not Class 3(B) Claims priority treatment, such Reclamation Claims shall be treated as Class 6 Claims hereunder, and any ballots cast by Holders of Class 5 Claims shall be counted as ballots cast by Holders of Class 6 Claims.

(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:* Allowed Class 5 Claims are currently estimated to be in the range of \$0-\$150~~80~~ million as of the Effective Date prior to giving affect to all of the Debtors' prepetition deductions, and to the extent the Court determines the Holders of Class 5 Claims are entitled to priority treatment, the Holders of Class 5 claims will be paid in full under the Plan by the Post-Confirmation Trust or Core-Mark Newco as outlined in the Disclosure Statement and the Class 5 Preferred Interests Term Sheet filed therewith.³

9. ~~8.~~ *Class 6—General Unsecured Claims other than Convenience Claims*

(a) *Classification:* Class 6 consists of all Allowed General Unsecured Claims other than Convenience 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, 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, at the Debtors' option, in one or a combination of the following manners: (i) issuance of a Ratable Proportion of New Common Stock subject to dilution from the issuance of warrants to the Tranche B Lenders ~~or the shares of New Common Stock issued upon the conversion of Preferred Stock issued pursuant to the Rights Offering, if applicable, 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.

~~(c) As additional consideration, each Holder of an Allowed General Unsecured Claim shall be entitled to a Ratable Proportion of Excess Proceeds (as defined in the Post Confirmation Trust Agreement), if any, available from the Post Confirmation Trust after payment by the Post Confirmation Trust of all claims and obligations required to be made by the Post Confirmation Trust under the Plan, the Post Confirmation Trust Agreement, or otherwise, as set forth in the Post Confirmation Trust Agreement—Further, in the event the Debtors utilize a Rights Offering, each Holder of a General Unsecured Claim that is listed on the Rights Participation Schedule shall be entitled to receive, in exchange for such Holder's Claim, its Equity Subscription Rights for shares of Preferred Stock as outlined in section VII.B herein and Exhibit 6 to the Disclosure Statement.~~

³ As per the November 21, 2003 Reclamation Claims Summary report filed with the Court by the Debtors, this estimate is net of setoff of prepetition deductions.

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

~~(e)~~ ~~(d)~~ **Claims Estimate:** Allowed Class 6 Claims are currently estimated to be in the range of \$2.6-\$3.2 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 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' Claim.

10. 9-Class 7 - Convenience Claims

(a) **Classification:** Class 7 consists of all General Unsecured Claims of ~~of~~ other than the Claims of Holders of Old Notes, of \$5000 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 ~~e~~Claim, a ~~e~~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.

(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.

11. 10-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 ~~Claims~~ 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.

12. 11-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, ~~and 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.

13. 12-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. *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 ~~31(B), 3(B), 3(C)~~, 5, 6 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, 1(A), 2, 3(A), 3(C)~~ 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 ~~reserve the right to~~ will seek Confirmation of the Plan under section 1129(b) of the Bankruptcy Code, to the extent applicable, in based on the event that 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 its ~~the~~ Reorganized Debtor subsidiaries, Debtors and except to accomplish the distributions under this Plan. Such limited substantive consolidation shall not ~~effect~~ 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.

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

Each Debtor ~~shall, as a 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 Debtors or 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 fees or expenses due to any of the Old Notes Trustees, agent or servicer shall be paid directly 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 and Preferred Stock, ~~if applicable, each of which shall be distributed as provided herein.~~ Core-Mark Newco shall execute and deliver such other agreements, documents and instruments, ~~including the Registration Rights Agreement, if applicable~~ 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 new 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. Core-Mark Newco. On the Effective Date, Core-Mark Holdings I, Core-Mark Holdings II, Core-Mark Holdings III and Fleming shall engage 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. Core-Mark Holding III will retain a portion of Core-Mark Newco's stock to satisfy disputed claims and hold such stock for the benefit of the holders of Class 6 General Unsecured Claims. Fleming will distribute the Core-Mark Newco stock received from Core-Mark Holdings III to its creditors in certain accordance with the Plan of Reorganization. Core-Mark Holdings III will transfer stock of Core-Mark Newco to holders of Class 6 General Unsecured Claims as such claims are resolved. Once these transactions on have occurred, the Effective Date that will creditors of Fleming, participants in the Management Incentive Plan and persons acquiring Core-Mark Newco equity as a result in, among other things, all 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 Newco being distributed in accordance with Article Holdings III of Core-Mark Holdings III will own the Plan Reorganized Debtors.

In addition, on 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,

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 shall ~~be~~ presently contemplated to consist of ~~seven~~ five members, the Chief Executive Officer of Core-Mark Newco, ~~two~~ two representatives selected by the Committee and ~~two~~ two independent directors to be mutually agreed upon by the Equity Investor, ~~if applicable~~ 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. *Post Confirmation Trust*

1. *Formation/Purpose*

On the Effective Date or as soon as practicable thereafter, ~~Core-Mark Newco~~ the Debtors and the Committee will form a Post Confirmation Trust to administer certain of its 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 and the reconciliation and payment of Claims.

2. *Powers*

The powers, authority, responsibilities and duties of the Post Confirmation Trust and the allocation of such powers, authority, responsibilities and duties between Core-Mark Newco and the Post Confirmation Trust, shall be set forth and governed by the Post Confirmation Trust Agreement to be mutually agreed upon by the Debtors and the Committee. A copy of the draft Post Confirmation Trust Agreement is attached to the Disclosure Statement as Exhibit 9. The Debtors and the Committee shall also mutually agree upon appointment of the Post Confirmation ~~Trustee~~ Representative who shall have the power to administer the Post Confirmation Trust and will be advised by the Post Confirmation Trust Advisory Board as specified in the Post Confirmation Trust Agreement. The Post Confirmation Trust Advisory Board shall consist of four members plus the Post Confirmation ~~Trustee~~ 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%] additional members, [—] members selected by or greater of the Committee, [—] members selected by total outstanding equity securities of Core-Mark Newco received as a result of the Debtors' distribution of such equity to Holders of Class 6 Claims under the Plan and one member selected to be designated by the Equity Investor trade members of the Committee and the PBGC, if applicable who shall be a Holder of a Class 6 Claim, other than with respect to the Old Notes, against which there is not pending (or against which the Debtors or the Post-Confirmation Trust do not reasonably contemplate bringing) a Cause of Action and is not a Holder of a Class 3(B) or Class 5 Claim.

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 Post Confirmation Trust Advisory Board as well as the identity and affiliations of the Post Confirmation 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 Post Confirmation Trust

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 Post Confirmation Trust, the Post Confirmation Trust Assets (the "PCT Assets") as outlined in the Post Confirmation Trust Agreement. The PCT Assets shall consist of all of the following assets of the Debtors:

(a) 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;

(b) royalty payments owing to the Debtors related to the sale of the Fleming wholesale operations;

(c) 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;

(d) Avoidance Actions, especially preference actions as outlined in section 547 of the Bankruptcy Code;

(e) restricted cash, including the PACA account, the FSA and the FSA reserves;

(f) available cash in an amount necessary to fund certain payments required to be made by the Post Confirmation Trust under the Plan and Post Confirmation Trust Agreement and Post Confirmation Trust Administrator;

(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; and

(h) all of the remaining assets of the Debtors, other than the assets of the Reorganized Debtors and the assets of the continuing Fleming Convenience businesses which will have been transferred to Core-Mark Newco and the Reorganized Debtors.

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

The PCT Assets shall be held by the Post Confirmation Trust for the beneficiaries of the Post Confirmation Trust subject to the terms and conditions of the Plan and the Post Confirmation Trust Agreement.

4. ~~3.~~-Funding

UponOn the Effective Date, or as soon as practicable thereafter, the Debtors, the Reorganized Debtors and Core-Mark Newco will transfer to the Post Confirmation Trust ~~will be funded with certain cash on hand and/or certain proceeds from the Exit Financing Facility and the Tranche B Loan or necessary for the Rights Offering~~Post Confirmation Trust to make the payments required on Allowed Claims pursuant to the Plan and the Post Confirmation Trust Agreement. In addition, the Post Confirmation Trust shall have available the proceeds from the prosecution of Causes of Action. ~~To the extent necessary, Core-Mark Newco will enter into a post confirmation funding agreement with the Post Confirmation Trust to assure that the Post Confirmation Trust has appropriate funds to carry out its duties and responsibilities as set forth in the Post Confirmation Trust Agreement~~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 Post Confirmation Trust on the Effective Date is outlined on Exhibit 3 to the Disclosure Statement.

H. *Creation of Professional Fee Escrow Account*

On or before the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account.

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 and the Post Confirmation Trust, 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 ~~DA~~ filed herewith, ~~in any court or other tribunal including, without limitation, in an adversary proceeding filed in one or more of the Debtors' Chapter 11 Cases.~~

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 or the Post Confirmation Trust, as applicable. Core-Mark Newco or the Post Confirmation Trust, 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 Post Confirmation Trust may commence, pursue and settle certain Causes of Action, including, but not necessarily limited to, the Litigation Claims as outlined more fully in the Post Confirmation Trust Agreement. Core-Mark Newco and the Post Confirmation Trust, 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.

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 and the Post Confirmation Trust, 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 or the Post Confirmation Trust, as applicable, after the Effective Date include, without limitation, the following Causes of Action set forth below:

- 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;
- Any lawsuits 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 matter related thereto 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;
- Any 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 and LLC, 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 and, wasting of corporate assets, and diversion of corporate opportunity and/or arising under any of the Debtors' directors and officers insurance policies against any of the Debtors' prepetition directors and officers except the D&O Releasees;
- ~~Any and all~~ 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;

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 and the Post Confirmation Trust 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 ~~or the Rights Offering~~ 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.

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 and the Post Confirmation Trust, 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 and the Post Confirmation Trust, 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, if applicable. ~~The determination of whether to utilize a Tranche B Loan or a Rights Offering to fund certain Plan payments shall be made upon the mutual agreement of the Debtors and the Committee. The Exit Financing Facility shall not be secured by the assets transferred to the Post Confirmation Trust.~~

B. *Tranche B Loan*

The Tranche B Loan shall be a term credit facility in the amount of up to \$60 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 Post Confirmation Trust, 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 Indicative Tranche B Loan Term Sheet filed with the Plan Disclosure Statement as Exhibit E.8.

C. *The Rights Offering Alternative*

~~In order to fund the Debtors' obligations under the Plan, the Debtors, among other things, may, in the alternative to the Tranche B Loan, offer Holders of Class 6 Claims the opportunity to purchase, for cash, additional equity in the Reorganized Debtors' businesses. This opportunity shall be in the form of a Rights Offering whereby all Holders of Class 6 Claim that are listed on the Rights Participation Schedule shall be entitled to exercise their right to purchase shares of Preferred Stock in Core-Mark Newco ("Equity Subscription Rights"), up to the amount of each Holder's Rights Participation Claim Amount listed on the Rights Participation Schedule. The terms and conditions of the Rights Offering and a description of the Preferred Stock are outlined in the Equity Commitment Letter and Exhibit 5 to the Disclosure Statement.~~

C. *D-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 ~~or the Rights Offering~~ and pursuit of Causes of Action, 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.

ARTICLE VIII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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 ~~executory contracts and unexpired leases related to the Wholesale Distribution Business for which the Option Period to assume or reject such executory contract or unexpired lease has not yet expired or~~ (iv) are specifically listed on the Assumption Schedule ~~to be filed with 15 days prior to the Plan Voting Supplement 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 ~~after the Confirmation Date~~, 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 Post Confirmation Trust 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*

The obligations of each Debtor to indemnify any Person serving at any time on or prior to the Effective Date as one of its directors, officers or employees by reason of such Person's service in such capacity, or as a director, officer or employee of any other corporation or legal entity, to the extent provided in such Debtor's constituent documents, by a written agreement with such Debtor or under Delaware or other applicable corporate law, and specifically excluding any obligation to indemnify the Excluded D&O-Releasees listed on Exhibit CB filed herewith, shall be deemed and treated as executory contracts that are assumed by such Reorganized Debtor pursuant hereto and section 365 of the Bankruptcy Code as of the Effective Date. Accordingly, such indemnification obligations shall be treated as obligations of the Reorganized Debtors and shall survive unimpaired and unaffected

by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before or after the Petition Date.

E. Compensation and Benefit Programs

Except as otherwise expressly provided herein, 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 with respect to the Reorganized Debtors' employees specifically designated on the Benefits Schedule to be filed with 15 days prior to the Plan Voting Supplement Deadline. In addition, except as set forth on the 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. Notwithstanding the termination or rejection of the Company Benefit Plans hereunder, vested retiree medical benefits, if any, under applicable Company Benefit Plans shall be obligations of the Reorganized Debtors and/or Core-Mark Newco unless terminated pursuant to Section 1114 of the Bankruptcy Code prior to the Effective Date. The Debtors believe that the Reorganized Debtors and/or Core-Mark Newco may decide to terminate retiree medical benefits after the Effective Date and expect that the Reorganized Debtors and/or Core-Mark Newco will incur substantial litigation costs if they attempt to eliminate any retiree medical benefits that are considered vested.

E. Insured Claims

1. Directors and Officers Related Insurance Coverage

The Debtors will assume all of the D&O Policies, and the Debtors 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 Debtors will continue to pay premiums, deductibles, and any other payments that the Debtors are obligated to make to Insurers (the "Workers' Compensation Payments"). With respect to the Workers Compensation Policies issued by Ace and National Union, the Debtors will continue to permit Ace and National Union 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 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 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 party 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 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 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 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.

4. The Old Republic Claims

Old Republic Insurance Company 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. The Debtors 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 General Unsecured Claim for the Allowed Defense Costs.

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.I 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 and the Post Confirmation Trust*

Except as otherwise provided herein, Core-Mark Newco or the Post Confirmation Trust, 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 Core-Mark Newco, reasonable compensation for such services and reimbursement of reasonable expenses incurred in connection with such services and upon the presentation of invoices to Core-Mark Newco. 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 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 and 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 Senior Note Claims, distributions with respect to such Senior Note Claims will be made to the Senior Notes Indenture Trustee which will make distributions to Holders of Old Senior Notes. To the extent the Senior Notes Indenture 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.

2. *Undeliverable Distributions*

(a) *Holding of Undeliverable Distributions.* If any distribution to a Holder of an Allowed Claim is returned to Core-Mark Newco or the Post Confirmation Trust as undeliverable, no further distributions

Final reconciliation allowance or resolution of all Class 6 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 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 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 or the Reorganized Debtors of any such Claims, rights and Causes of Action that the Debtors or the Reorganized Debtors 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.K. 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.K. 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.3-3, 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.

ARTICLE X.

PROCEDURES FOR RESOLUTION OF DISPUTED, CONTINGENT
AND UNLIQUIDATED CLAIMS

A. *Resolution of Disputed Claims*

1. *Prosecution of Objections to Claims*

After the Effective Date, except in regard to objections to Professional fees and other fees, ~~Core-Mark Newco and the Post Confirmation Trustee, as applicable,~~ 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. From and after the Effective Date, ~~Core-Mark Newco and the Post Confirmation Trustee, as applicable,~~ Representative may settle or compromise any Disputed Claim on behalf of the Reorganized Debtors without approval of the Bankruptcy Court. ~~The party responsible between Core-Mark Newco and the Post Confirmation Trust for the various Claims shall be outlined in the Post Confirmation Trust Agreement.~~

2. *Estimation of Claims*

Core-Mark Newco and the Post Confirmation Trustee 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 or the Post Confirmation Trust, 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 by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, Core-Mark Newco and the Post Confirmation Trustee Representative, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such 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 or the Post Confirmation Trust, as applicable, Core-Mark Newco and the Post Confirmation Trust, 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 or the Post Confirmation Trust, 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 and the Post Confirmation Trust, 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 and the Post Confirmation Trust, 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 of any Person or Entity that may owe money to the Debtors shall be disallowed unless and until such Person or Entity pays the amount it owes the Debtors in full.

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.12 of the Plan herein, Other Securities Claims and Interests, including, but not limited to, the securities litigation 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 Section 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 of the Plan herein. Litigation against the Debtors that is not deemed an Other Securities Claim or Interest or is not effected affected by the releases contained in Section XII of the Plan herein, and is not otherwise discharged, settled or expunged in accordance with the Plan, will be permanently enjoined pursuant to Section XII.G. of the Plan herein, and any Allowed Claims arising from such litigation will generally be treated as Class 6 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 and 7 Claims who are not likely to be receiving full recovery on their Claims.

The PBGC asserts that, as a matter of law, nothing in the Plan or in the Confirmation Order may release, exculpate, discharge or enjoin any Claims, obligations, suits, judgments, damages, demands, debts, rights, Cause of Action or liabilities against any entity other than the Debtors with respect to the Fleming Pension Plan and the Existing Pension Plans. The Debtors dispute these assertions.

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, Preferred Stock, if applicable, and Management Options; and

(iv) the New Common Stock and the Preferred Stock and the Equity Subscription Rights, if applicable, issued under the Plan are 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 or Preferred Stock are "underwriters," as that term is defined in section 1145 of

~~the Bankruptcy Code or the offer and sale of the Preferred Stock to the Equity Investor shall be qualified under the section 4(2) private placement exemption contained in the Securities Act.~~

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 Agreement~~ Facility;
- (b) ~~Tranche B Loan Agreement, if applicable;~~
- (c) ~~The Equity Commitment Letter, if applicable~~
- (d) ~~Registration Rights Agreements, if any; and~~
- (e) ~~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 Post Confirmation Trust shall be established and all actions, documents and agreements necessary to implement the Post Confirmation Trust shall have been effected or executed.

9. ~~The granting of the Equity Subscription Rights, if applicable, and the issuance of the New Common Stock and Preferred Stock (including Preferred Stock issuable upon the exercise of the Equity Subscription Rights) 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 _____, 2004, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or against, the Debtors; (2) prejudice in any manner the rights of the Debtors; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors in any respect.

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 and the Post Confirmation Trust 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 with respect to Debtors' ordinary course business dealings with such Committee members.

C. *Releases by Holders of Claims*

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 ~~except for cases of willful misconduct or gross negligence~~.

D. *Indemnification*

The Debtors, Reorganized Debtors and Core-Mark Newco shall be jointly and severally obligated to indemnify all D&O Releasees and their respective affiliates, agents and professionals against 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 except for cases of willful

misconduct or gross negligence. 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 Pre-Petition Lenders, the Agents, the Old Notes Trustees, the Committee, the Post Confirmation Trust, and the Post Confirmation Advisory Board, 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.

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 Debtor or any of its respective assets or properties, (2) on the Effective Date, all such Claims against, and Equity Interests in, any 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; (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; and (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or against the property of the Debtors, their estates, Core-Mark Newco or the Reorganized Debtors with respect to any such Claim or Equity Interest, unless such right of setoff subrogation or recoupment has been previously asserted in a timely filed proof of claim or unless asserted as a defense or counterclaim to a Cause of Action brought by the Reorganized Debtors, Core-Mark Newco or the Post Confirmation Trust after the Effective Date. With respect to FSA Reserve Participants, to the extent that any FSA Reserve Participant is entitled to setoff against the FSA Reserve because it has met all of the requirements in the Bankruptcy Court order establishing the FSA Reserve for setoff against such FSA Reserve, such setoff right shall be preserved against the Post-Confirmation Trust.

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.

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*

The Creditors' Committee 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 the Debtors shall pay the reasonable fees and expenses of the Committee'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, (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 Post Confirmation Trust 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 not be subject to any document recording tax, stamp 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 or the Committee shall be sent by first class U.S. mail, postage prepaid to:

Attn: _____

with copies to:

Kirkland & Ellis LLP
200 E. Randolph Drive
Chicago, Illinois 60601

Milbank Tweed Hadley & McCloy LLP
One Chase Manhattan Plaza
New York, New York 10005

Attn: Geoffrey A. Richards
Janet S. Baer

Attn: _____

and

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

Fleming Companies, Inc.
1945 Lakeloint 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

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

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

M. L.

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: _____

Name: Rebecca A. Roof

Title: Interim Chief Financial Officer

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: _____

Name: _____

Title: _____

Document comparison done by DeltaView on Friday, March 26, 2004 13:46:36

Input	
Document 1	file:///I:\Fleming\Plan\Filed First Amended Plan\Plan Jan 19.doc
Document 2	file:///I:\Fleming\Plan\Plan 3-26.doc
Rendering set	Basic K&E

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

Redline Summary		
No.	Change	Text
1-2	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
3-4	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
5-6	Change	"CREDITORS' FIRST AMENDED" changed to "CREDITORS' SECOND AMENDED"
7-8	Change	"Dated: January 19, 2004" changed to "Dated: March 26, 2004"
9	Deletion	ii
10	Insertion	iii
11-12	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
13	Deletion	i
14	Insertion	ii
15-16	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
17-18	Change	"C. DIP Claims 13" changed to "C. DIP Claims 14"

19-20	Change	"Unimpaired Claims 18" changed to "Unimpaired Claims 19"
21-22	Change	"OF THE PLAN 18" changed to "OF THE PLAN 19"
23-24	Change	"A. Voting Classes 18" changed to "A. Voting Classes 19"
25-26	Change	"Impaired Classes 18" changed to "Impaired Classes 19"
27-28	Change	"OF THE PLAN 19" changed to "OF THE PLAN 20"
29-30	Change	"Consolidation 19" changed to "Consolidation 20"
31-32	Change	"Reorganized Debtors 19" changed to "Reorganized Debtors [20"
33-34	Change	"Related Documents 20" changed to "Related Documents 21"
35-36	Change	"Transactions 20" changed to "Transactions 21"
37-38	Change	"Confirmation Trust 21" changed to "Confirmation Trust 22"
39-40	Change	"Escrow Account 22" changed to "Escrow Account 24"
41-42	Change	"CAUSES OF ACTION 22" changed to "CAUSES OF ACTION 24"
43-44	Change	"Causes of Action 22" changed to "Causes of Action 24"
45-46	Change	"Causes of Action 22" changed to "Causes of Action 24"
47-48	Change	"or Released 23" changed to "or Released 27"
49-50	Change	"OF THE PLAN 24" changed to "OF THE PLAN 27"
51-52	Change	"Reorganized Debtors 24" changed to "Reorganized Debtors 27"
53-54	Change	"B. Tranche B Loan 24" changed to "B. Tranche B Loan 28"
55	Deletion	C. The Rights Offering Alternative 24
56-57	Change	"D. Sale of Assets" changed to "C. Sale of Assets"

58-59	Change	". Sale of Assets 24" changed to ". Sale of Assets 28"
60-61	Change	"UNEXPIRED LEASES 25" changed to "UNEXPIRED LEASES 28"
62-63	Change	"Unexpired Leases 25" changed to "Unexpired Leases 28"
64-65	Change	"Unexpired Leases 25" changed to "Unexpired Leases 28"
66-67	Change	"Leases Assumed 25" changed to "Leases Assumed 28"
68-69	Change	"and Employees 25" changed to "and Employees 29"
70-71	Change	"Benefit Programs 26" changed to "Benefit Programs 29"
72	Insertion	F. Insured Claims 29
73-74	Change	"DISTRIBUTIONS 26" changed to "DISTRIBUTIONS 31"
75-76	Change	"Effective Date 26" changed to "Effective Date 31"
77-78	Change	"Confirmation Trust 26" changed to "Confirmation Trust 31"
79-80	Change	"C. Interest on Claims 26" changed to "C. Interest on Claims 31"
81-82	Change	"Requirements/Allocations 26" changed to "Requirements/Allocations 31"
83-84	Change	"E. Delivery and Distributions" changed to "E. Delivery of Distributions"
85-86	Change	"Distributions 27" changed to "Distributions 32"
87-88	Change	"Record Date 27" changed to "Record Date 32"
89-90	Change	"Distributed 27" changed to "Distributed 32"
91-92	Change	"Distribution 28" changed to "Distribution 33"
93-95	Change	"I. Setoffs 28" changed to "I. Allowance or Resolution Setoffs 33"
96-97	Change	"J. Old Notes 28" changed to "J. Old Notes 33"
98-99	Change	"Instruments 28" changed to

		"Instruments 33"
100-101	Change	"Securities 28" changed to "Securities 34"
102-103	Change	"M. Share Reserve 29" changed to "M. Share Reserve 34"
104-105	Change	"Controversies 29" changed to "Controversies 34"
106-107	Change	"UNLIQUIDATED CLAIMS 29" changed to "UNLIQUIDATED CLAIMS 34"
108-109	Change	"Disputed Claims 29" changed to "Disputed Claims 34"
110-111	Change	"B. Allowance of Claims 30" changed to "B. Allowance of Claims 35"
112-113	Change	"Impairment 30" changed to "Impairment 35"
114-115	Change	"Pending Litigation 30" changed to "Pending Litigation; Pension Plans 35"
116-117	Change	"OF THE PLAN 30" changed to "OF THE PLAN 36"
118-119	Change	"Confirmation 30" changed to "Confirmation 36"
120-121	Change	"Effective Date 30" changed to "Effective Date 36"
122-123	Change	"Conditions 32" changed to "Conditions 37"
124-125	Change	"Effective Date 32" changed to "Effective Date 37"
126-127	Change	"PROVISIONS 32" changed to "PROVISIONS 38"
128-129	Change	"A. Subordination 32" changed to "A. Subordination 38"
130-131	Change	"by Releasees 32" changed to "by Releasees 38"
132-133	Change	"Holders of Claims 32" changed to "Holders of Claims 38"
134-135	Change	"D. Indemnification 33" changed to "D. Indemnification 38"
136-137	Change	"E. Exculpation 33" changed to "E. Exculpation 39"
138-139	Change	"Equity Interests 33" changed to "Equity Interests 39"
140-141	Change	"G. Injunction 33" changed to "G. Injunction 39"
142	Insertion	H. Police and Regulatory Powers 39
143-144	Change	"JURISDICTION 34" changed to "JURISDICTION 40"
145-146	Change	"PROVISIONS 35" changed to "PROVISIONS 41"

147-148	Change	"Corporation Action 35" changed to "Corporation Action 41"
149-150	Change	"of Committee 35" changed to "of Committee 41"
151-152	Change	"Statutory Fees 35" changed to "Statutory Fees 41"
153-154	Change	"D. Modification of Plan 35" changed to "D. Modification of Plan 41"
155-156	Change	"E. Revocation of Plan 35" changed to "E. Revocation of Plan 41"
157-158	Change	"Liabilities 35" changed to "Liabilities 41"
159-160	Change	"and Assigns 36" changed to "and Assigns 42"
161-162	Change	"H. Reservation of Rights 36" changed to "H. Reservation of Rights 42"
163-164	Change	"1146 Exemption 36" changed to "1146 Exemption 42"
165-166	Change	"Assurances 36" changed to "Assurances 42"
167	Insertion	K. Entire Agreement 42
168-169	Change	"K. Service of" changed to "L. Service of"
170-171	Change	"of Documents 36" changed to "of Documents 42"
172-173	Change	"L. Filing of" changed to "M. Filing of"
174-175	Change	"Additional Documents 37" changed to "Additional Documents 44"
176-177	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
178	Deletion	iii
179	Insertion	v
180-181	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
182	Deletion	[Exhibit A
183	Deletion	Exit Facility Term Sheet]
184	Deletion	[Exhibit B
185	Deletion	Rights Participation Schedule]
186	Deletion	[Exhibit C
187	Deletion	Excluded D&O Releasees]
188	Deletion	[Exhibit D
189	Deletion	Schedule of Retained Causes of Action]
190	Deletion	[Exhibit E
191	Deletion	Tranche B Loan Term Sheet]
192	Deletion	[Exhibit F
193	Deletion	Equity Commitment Letter]
194	Insertion	Exhibit A
195	Insertion	Schedule of Retained Causes of Action
196	Insertion	Exhibit B

197	Insertion	Excluded Releasees
198	Deletion	37
199	Insertion	44
200-201	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
202-203	Change	"I:\Fleming\Plan\Filed...Plan\Plan Jan 19.doc" changed to "I:\Fleming\Plan\Plan 3-26.doc"
204-205	Change	"CREDITORS' FIRST AMENDED JOINT" changed to "CREDITORS' SECOND AMENDED JOINT"
206-208	Change	"the following Joint First...Plan of Reorganization" changed to "the following Second...Plan of Reorganization"
209	Change	"Subordinated Notes due 2009 issued" changed to "Subordinated Notes, CUSIP...due 2009 issued"
210	Change	"Senior Notes due 2010 issued" changed to "Senior Notes, CUSIP...due 2010 issued"
211	Change	"Subordinated Notes due 2012 issued" changed to "Subordinated Notes, CUSIP...due 2012 issued"
212	Change	"Senior Notes due 2008 issued" changed to "Senior Notes, CUSIP...due 2008 issued"
213	Change	"Senior Notes due in 2007" changed to "Senior Notes, CUSIP...339130AT3, due in 2007"
214-215	Change	"Professional f" changed to "Professional F"
216-217	Deletion	12. "Additional...and the Equity Investor.
218-219	Change	"13. "Administrative" changed to "12. "Administrative"
220-221	Change	"14. "Agents" mean" changed to "13. "Agents" mean"
222-223	Insertion	14. "Aggregate Limit"...owned by the Debtors.
224	Change	"to any Claim or Equity...except as otherwise" changed to "to any Claim except as otherwise"
225	Change	"(a) a Claim or Equity Interest that has been" changed to "(a) a Claim that has been"
226-227	Change	"scheduled by the" changed to "scheduled by a"
228	Deletion	Debtors
229-230	Change	"in their schedule of" changed to "in its schedule of"
231	Change	"(b) a Claim or Equity Interest that either" changed to "(b) a Claim that either"
232	Change	"Disputed Claim or Equity Interest or has been" changed to "Disputed Claim or has

		been"
233-234	Change	"Final Order; (c) a Claim...that is allowed:" changed to "Final Order; (c) a Claim...a Claim that is allowed:"
235-236	Change	"prior to the Confirmation Date; (ii)" changed to "prior to the Effective Date; (ii)"
237-238	Change	"stipulation with any...Debtor of amount and" changed to "stipulation with the...Trust of amount and"
239	Change	"nature of Claim or Equity Interest executed on" changed to "nature of Claim executed on"
240-241	Change	"or after the Confirmation Date; or (iii)" changed to "or after the Effective Date; or (iii)"
242-244	Change	"herewith; (d) a Claim or...Interest relating to" changed to "herewith; (e) a Claim relating to"
245	Change	"Disputed Claim or Equity...or (ii) has been" changed to "Disputed Claim or (ii) has been"
246	Change	"proof of Claim or Equity Interest has been Filed" changed to "proof of Claim has been Filed"
247-249	Change	"applicable law; or (e) a...Interest as to which" changed to "applicable law; or (f) a Claim as to which"
250	Change	"the Debtors or any party" changed to "the Debtors, the Post...Trust or any party"
251-257	Change	"17. "Allowed Interest"...Class described" changed to "17. "Allowed Defense...the respective Insurers"
258-259	Deletion	21. "Approved Trade...Lenders' Secured Claim.
260-261	Change	"22. "Approved Trade" changed to "21. "Approved Trade"
262-263	Change	"23. "Assumption" changed to "22. "Assumption"
264-267	Change	"the schedule included in...Supplement of executory" changed to "the schedule to be filed...Deadline, of executory"
268-269	Change	"24. "Avoidance Actions"" changed to "23. "Avoidance Actions""
270-271	Change	"25. "Ballots" means" changed to "24. "Ballots" means"
272-273	Change	"26. "Bank Guarantees"" changed to "25. "Bank Guarantees""
274-275	Change	"27. "Bankruptcy" changed to "26. "Bankruptcy"
276-277	Change	"28. "Bankruptcy" changed to "27. "Bankruptcy"

278-279	Change	"29. "Bankruptcy" changed to "28. "Bankruptcy"
280-281	Change	"30. "Beneficial" changed to "29. "Beneficial"
282-283	Change	"31. "Bondholders"" changed to "30. "Bondholders""
284-285	Deletion	32. "Bond Guarantees"...on the Old Notes.
286-287	Change	"33. "Business Day"" changed to "31. "Business Day""
288-289	Change	"34. "Canadian CCAA" changed to "32. "Canadian CCAA"
290-291	Change	"35. "Carve-Out"" changed to "33. "Carve-Out""
292	Change	"Bankruptcy Court and (ii) the" changed to "Bankruptcy Court), and (ii) the"
293-294	Change	"36. "Cash" means" changed to "34. "Cash" means"
295-296	Insertion	35. "Casualty Insurance...of insurance coverage.
297-298	Change	"37. "Cause of Action"" changed to "36. "Cause of Action""
299-300	Change	"Plan, Exhibit D filed herewith" changed to "Plan, Exhibit A filed herewith"
301-302	Change	"filed herewith, the Disclosure" changed to "filed herewith and the Disclosure"
303	Change	"Disclosure Statement and...Supplement) that are or" changed to "Disclosure Statement that are or"
304-305	Change	"38. "CCA" means" changed to "37. "CCA" means"
306-307	Change	"39. "Chapter 11" changed to "38. "Chapter 11"
308-309	Change	"40. "Claim" means" changed to "39. "Claim" means"
310-311	Change	"41. "Claim Holder"" changed to "40. "Claim Holder""
312-313	Change	"42. "Claims Bar" changed to "41. "Claims Bar"
314-315	Change	"43. "Class" means" changed to "42. "Class" means"
316	Change	"category of Holders of Claims or Equity" changed to "category of Claims or Equity"
317-318	Insertion	43. "Class 3B Preferred...Interests Term Sheet.
319-320	Insertion	44. "Class 3B Preferred...Statement as Exhibit 10.
321-322	Insertion	45. "Class 5 Preferred...Interests Term Sheet.
323-324	Insertion	46. "Class 5 Preferred...Statement as Exhibit 11.

325-326	Change	"44. "COBRA Claims"" changed to "47. "COBRA Claims""
327-328	Change	"45. "Confirmation"" changed to "48. "Confirmation""
329-330	Change	"46. "Confirmation" changed to "49. "Confirmation"
331-332	Change	"47. "Confirmation" changed to "50. "Confirmation"
333-334	Change	"48. "Confirmation" changed to "51. "Confirmation"
335-336	Deletion	49. "Contract Claims Bar...Code must be filed.
337-338	Change	"50. "Convenience" changed to "52. "Convenience"
339-340	Change	"described in S" changed to "described in s"
341-342	Change	"ection III.B.9." changed to "ection III.B.9 herein."
343-344	Change	"51. "Core-Mark Newco"" changed to "53. "Core-Mark Newco""
345-346	Change	"described in S" changed to "described in s"
347	Insertion	V.E. herein. However,...Core-Mark Holdings III.
348-349	Insertion	54. "Covered Allowed...as the case may be).
350-351	Change	"52. "Creditors Committee"" changed to "55. "Creditors Committee""
352-353	Insertion	56. "D&O Policies" means...of the Debtors.
354-355	Change	"53. "D&O Releasees"" changed to "57. "D&O Releasees""
356	Change	"the Excluded D&O Releasees." changed to "the Excluded Releasees."
357-358	Change	"54. "Debtors" means" changed to "58. "Debtors" means"
359-360	Insertion	59. "Deductible Amount"...insurance policy.
361-362	Change	"55. "DIP Claim"" changed to "60. "DIP Claim""
363-364	Change	"letters of credit arising thereunder." changed to "letters of credit issued thereunder."
365-366	Change	"56. "DIP Credit" changed to "61. "DIP Credit"
367-368	Change	"financing from the P" changed to "financing from the p"
369-370	Change	"ost-" changed to "ost-"
371-372	Change	"P" changed to "p"
373-374	Change	"etition L" changed to "etition I"
375-376	Change	"57. "Disclosure" changed to "62. "Disclosure"
377-378	Change	"Statement" means the First Amended Disclosure" changed to "Statement" means the Second Amended Disclosure"

379-380	Change	"Creditors' First Amended Joint" changed to "Creditors' Second Amended Joint"
381-384	Change	"Code dated January 19, 2004, as amended," changed to "Code dated March __, 2004, as amended,"
385-386	Change	"58. "Disputed" means," changed to "63. "Disputed" means,"
387	Change	"which any Debtor or any other" changed to "which any Debtor, the...Trust, or any other"
388-389	Deletion	59. "Disputing Holder"...in section VII.B.10.
390-391	Change	"60. "Distribution" changed to "64. "Distribution"
392	Insertion	Effective Date unless a...by the Bankruptcy Court
393-394	Insertion	65. "DSD Settlement...litigation was settled.
395-396	Insertion	66. "DSD Settlement Fund"...amount of \$17.5 million.
397-398	Change	"61. "DSD Trust Claims"" changed to "67. "DSD Trust Claims""
399-400	Change	"retailers, and which are...to ongoing litigation" changed to "retailers, and which...DSD Settlement Agreement"
401-402	Change	"62. "DTC" means" changed to "68. "DTC" means"
403-404	Change	"63. "Effective Date"" changed to "69. "Effective Date""
405	Insertion	Section XI.C. The...the Confirmation Date.
406-407	Change	"64. "Entity" means" changed to "70. "Entity" means"
408-410	Change	"65. "Equity Commitment...the Plan as Exhibit E." changed to "71. "Equity"
411-412	Change	"66. "Equity Interest" means" changed to "Interest" means"
413-414	Change	"equity interest of Fleming, including," changed to "equity interest in Fleming, including,"
415-416	Deletion	67. "Equity Investor"...Expiration Date.
417-418	Deletion	68. "Equity Subscription...Participation Schedule.
419-420	Change	"69. "Estate" means" changed to "72. "Estate" means"
421-422	Insertion	73. "Exceeded Allowed...the Aggregate Limit.
423-424	Change	"70. "Exchange Agent"" changed to "74. "Exchange Agent""
425-427	Change	"71. "Excluded D&O Releasees" means" changed to "75. "Excluded Releasees"

		means"
428-429	Change	"on Exhibit C filed herewith," changed to "on Exhibit B filed herewith,"
430-431	Deletion	72. "Exercising Claim...eligible to exercise.
432-433	Change	"73. "Exit Financing" changed to "76. "Exit Financing"
434-436	Change	"aggregate amount of \$[] million, that will" changed to "aggregate amount of [\$250 million], that will"
437	Change	"into by Core- Mark Newco" changed to "into by Core Mark Newco"
438-439	Change	"on substantial" changed to "on substantive"
440-441	Change	"on Exhibit A filed herewith" changed to "on Exhibit 7 to the Disclosure Statement"
442-443	Change	"74. "File" or "Filed"" changed to "77. "File" or "Filed""
444-445	Change	"75. "Filing Subsidiaries"" changed to "78. "Filing Subsidiaries""
446-447	Change	"76. "Final Decree"" changed to "79. "Final Decree""
448-449	Change	"77. "Final DIP Order"" changed to "80. "Final DIP Order""
450-451	Change	"78. "Final Order"" changed to "81. "Final Order""
452-453	Change	"79. "First Administrative" changed to "82. "First Administrative"
454-455	Change	"80. "First Administrative" changed to "83. "First Administrative"
456-457	Change	"81. "Fleming" means" changed to "84. "Fleming" means"
458-459	Change	"82. "Fleming Convenience"" changed to "85. "Fleming Convenience""
460-461	Insertion	86. "FSA" means the \$75...2003 (Docket No. 5224).
462-463	Insertion	87. "FSA Participants"...Business to C&S.
464-465	Change	"83. "General Unsecured" changed to "88. "General Unsecured"
466-467	Change	"84. "Holder" and," changed to "89. "Holder" and,"
468-469	Change	"85. "Impaired" means" changed to "90. "Impaired" means"
470-471	Change	"86. "Impaired Claim"" changed to "91. "Impaired Claim""
472-473	Change	"87. "Impaired Class"" changed to "92. "Impaired Class""
474-475	Change	"88. "Indentures"" changed to "93. "Indentures""

476	Change	"Indentures" means the 5¼% Convertible" changed to "Indentures" means,...the 5¼% Convertible"
477-478	Insertion	94. "Insurance Program"...(iii) casualty events.
479-480	Insertion	95. "Insurance Security"...the Insurance Program.
481-482	Insertion	96. "Insurers" means the...the Insurance Program.
483-484	Change	"89. "Intercompany" changed to "97. "Intercompany"
485-486	Change	"90. "Inventory"" changed to "98. "Inventory""
487-488	Change	"91. "Litigation" changed to "99. "Litigation"
489-490	Change	"92. "Management" changed to "100. "Management"
491-495	Change	"outlined in the Plan Supplement), pursuant to" changed to "outlined in a term sheet...Deadline) pursuant to"
496	Deletion	pursuant hereto, which...to the Rights Offering
497-498	Change	"93. "Master Ballots"" changed to "101. "Master Ballots""
499-500	Deletion	94. "Master Subscription...Unsecured Claims.
501-502	Change	"95. "New Common" changed to "102. "New Common"
503	Change	"Stock" means the [] shares of Core-Mark" changed to "Stock" means the shares of Core-Mark"
504-506	Change	"Incorporation, of which...issued pursuant" changed to "Incorporation which shall be issued pursuant"
507-508	Change	"issued pursuant hereto" changed to "issued pursuant to this Plan"
509-510	Change	"96. "Nominee" means" changed to "103. "Nominee" means"
511-512	Change	"97. "Objection Deadline"" changed to "104. "Objection Deadline""
513-514	Change	"date which is 180 days after the Effective" changed to "date which is one year after the Effective"
515-516	Change	"Confirmation Trustee, as applicable," changed to "Confirmation Representative, as applicable,"
517	Change	"the Debtors or any party" changed to "the Debtors, the Post...or any party"
518-519	Change	"interest have" changed to "interest has"
520-521	Change	"98. "Old Notes"" changed to "105. "Old

		Notes""
522-523	Change	"99. "Old Notes Trustees"" changed to "106. "Old Notes Trustees""
524-525	Insertion	107. "Old Republic...were issued thereunder.
526-527	Insertion	108. "Old Republic...Agreement, as amended.
528-529	Insertion	109. "Old Republic...through January 1, 2005.
530-531	Change	"100. "Old Senior" changed to "110. "Old Senior"
532-533	Change	"101. "Old Senior" changed to "111. "Old Senior"
534-535	Change	"102. "Old Stock"" changed to "112. "Old Stock""
536-537	Deletion	103. "Option Period"...and unexpired leases.
538-539	Change	"104. "Other Priority" changed to "113. "Other Priority"
540	Deletion	Non-Tax Claims
541-542	Change	"105. "Other Secured" changed to "114. "Other Secured"
543-544	Change	"Claims" means S" changed to "Claims" means s"
545-546	Change	"ecured C" changed to "ecured c"
547	Change	"in Classes 2, 3(B) or 3(C)." changed to "in Classes 1(B), 2, 3(B) or 3(C)."
548-549	Change	"106. "Other Securities" changed to "115. "Other Securities"
550	Change	"Equity Interest in Fleming (other than" changed to "Equity Interest (other than"
551-552	Insertion	116. "Over-Deductible...the Deductible Amount.
553-554	Change	"107. "PACA/PASA Claims"" changed to "117. "PACA/PASA Claims""
555-556	Change	"state statutes or similar import." changed to "state statutes of similar import."
557-558	Change	"108. "Person" means" changed to "118. "Person" means"
559-560	Change	"109. "Petition Date"" changed to "119. "Petition Date""
561	Change	"Date" means the date on" changed to "Date" means April 1, 2003, the date on"
562-563	Change	"Chapter 11 Cases, April 1, 2003." changed to "Chapter 11 Cases."
564-565	Change	"110. "Plan" means" changed to "120. "Plan" means"
566	Deletion	111.
567-569	Change	"Plan Supplement" means...to the

		Confirmation" changed to "121. "Post Confirmation"
570-573	Change	"Confirmation Hearing, as...from time to time" changed to "Confirmation...Trust Agreement"
574-575	Change	"112. "Post Confirmation" changed to "122. "Post Confirmation"
576-577	Change	"113. "Post Confirmation" changed to "123. "Post Confirmation"
578-579	Change	"outlined in S" changed to "outlined in s"
580-581	Change	"114. "Post Confirmation" changed to "124. "Post Confirmation"
582-583	Change	"agreement, contained in...Supplement, that shall" changed to "agreement, a draft of...as Exhibit 9, that shall"
584-585	Change	"entered into by Core-Mark Newco and the Post" changed to "entered into by the...Committee and the Post"
586-587	Change	"Confirmation Trustee on or before" changed to "Confirmation Representative on or before"
588-590	Change	"115. Post Confirmation" changed to "125. "Post Confirmation"
591	Change	"Distributable Assets means the assets" changed to "Distributable Assets" means the assets"
592-593	Deletion	116. "Post Confirmation...Trust Agreement.
594-595	Change	"117. "Post-Petition" changed to "126. "Post-Petition"
596-597	Change	"118. "Preference" changed to "127. "Preference"
598-599	Deletion	119. "Preferred Stock"...Commitment Letter.
600-601	Change	"120. "Pre-Petition" changed to "128. "Pre-Petition"
602-603	Change	"121. "Pre-Petition" changed to "129. "Pre-Petition"
604-605	Change	"Debtors and the L" changed to "Debtors and the I"
606-607	Change	"providing for S" changed to "providing for s"
608-609	Change	"ecured C" changed to "ecured c"
610-611	Change	"122. "Pre-Petition" changed to "130. "Pre-Petition"
612-613	Change	"123. "Pre-Petition" changed to "131. "Pre-Petition"
614-615	Change	"124. "Priority Tax" changed to "132. "Priority Tax"
616	Deletion	"Priority Tax Claims
617	Insertion	Bankruptcy Code,...Property Tax Claims
618-619	Change	"125. "Professional,"" changed to "133.

		"Professional,""
620-621	Change	"126. "Professional" changed to "134. "Professional"
622-623	Change	"127. "Professional" changed to "135. "Professional"
624-625	Insertion	136. "Property Tax...which the tax is owing.
626-627	Change	"128. "PMSI" means" changed to "137. "PMSI" means"
628-629	Change	"129. "Ratable Proportion"" changed to "138. "Ratable Proportion""
630	Deletion	in the Class, except in...listed on such Schedule
631-632	Change	"130. "Reclamation" changed to "139. "Reclamation"
633-634	Change	"131. "Record Date"" changed to "140. "Record Date""
635-636	Deletion	132. "Registration Rights...in the Plan Supplement.
637-638	Change	"133. "Releasees"" changed to "141. "Releasees""
639	Change	"Releasees" means each of the" changed to "Releasees" means, other...Releasees, each of the"
640	Change	"Lenders, the Equity Investor, the Committee, each" changed to "Lenders, the Committee, each"
641-642	Change	"Confirmation Trustee and the Post" changed to "Confirmation Representative and the Post"
643-644	Change	"134. "Reorganized" changed to "142. "Reorganized"
645-646	Change	"Core-Mark Newco and each...or any successor" changed to "Core-Mark Newco, and...Co. or any successor"
647-648	Deletion	135. "Residual Inventory...Class 3(B) Claims.
649-650	Change	"136. "Restated By-laws"" changed to "143. "Restated By-laws""
651-654	Change	"which shall be filed as...of the Plan Supplement" changed to "which shall be Filed 20...the Confirmation Hearing"
655-656	Change	"137. "Restated Certificate" changed to "144. "Restated Certificate"
657-660	Change	"which shall be included in the Plan Supplement" changed to "which shall be filed 20...the Confirmation Hearing"
661-662	Deletion	138. "Rights Offering"...Disclosure Statement.
663-664	Deletion	139. "Rights...by the Bankruptcy Court.

665-666	Deletion	140. "Rights...Claim Amounts.
667-668	Change	"141. "Schedules"" changed to "145. "Schedules""
669-670	Change	"142. "Second Administrative" changed to "146. "Second Administrative"
671-672	Change	"143. "Securities" changed to "147. "Securities"
673-674	Change	"144. "Senior Note" changed to "148. "Senior Note"
675-676	Change	"145. "Senior Notes" changed to "149. "Senior Notes"
677-678	Change	"146. "Senior Notes" changed to "150. "Senior Notes"
679-680	Change	"147. "Senior Subordinated" changed to "151. "Senior Subordinated"
681-682	Deletion	148. "Subscription Agent"...
683-684	Deletion	149. "Subscription..."
685-686	Deletion	150. "Subscription..."
687-688	Deletion	151. "Subscription Form"...Subscription Rights.
689-690	Deletion	152. "Subscription...Expiration date.
691-692	Deletion	153. "Subscription...Subscription Rights.
693-694	Deletion	154. "Subscription Record..."
695-696	Change	"155. "Trade Credit" changed to "152. "Trade Credit"
697-698	Change	"156. "Tranche B Lenders"" changed to "153. "Tranche B Lenders""
699-700	Change	"157. "Tranche B Loan"" changed to "154. "Tranche B Loan""
701-702	Change	"on Exhibit E filed herewith" changed to "on Exhibit 8 to the Disclosure Statement"
703-704	Change	"158. "Unclassified" changed to "155. "Unclassified"
705-706	Insertion	156. "Under-Deductible...insurance policies.
707-708	Change	"159. "Unimpaired" changed to "157. "Unimpaired"
709-710	Change	"160. "Unimpaired" changed to "158. "Unimpaired"
711-712	Change	"161. "Unsecured Claim"" changed to "159. "Unsecured Claim""
713	Change	"Priority Claim or an Other Secured" changed to "Priority Claim or Other Secured"
714-715	Change	"162. "Valid Reclamation" changed to "160. "Valid Reclamation"
716-717	Change	"163. "Vendor Deductions"" changed to "161. "Vendor Deductions""
718-719	Change	"164. "Voting Class"" changed to "162.

		"Voting Class"
720	Change	"class of Claims or Equity Interest entitled to" changed to "class of Claims entitled to"
721-722	Change	"165. "Voting Deadline"" changed to "163. "Voting Deadline""
723-724	Change	"166. "Voting Instructions"" changed to "164. "Voting Instructions""
725-726	Change	"contained in the section of the Disclosure" changed to "contained in section III of the Disclosure"
727-728	Change	"Statement entitled...PROCEDURES" and in the" changed to "Statement entitled...of the Plan" and in the"
729-730	Change	"167. "Wholesale Distribution" changed to "165. "Wholesale Distribution"
731-732	Insertion	166. "Workers'...with the Debtors.
733-734	Change	"October 31, 2003 shall...the First Administrative" changed to "October 31, 2003 to which...the First Administrative"
735-736	Change	"Administrative Bar Date...herein, Holders of" changed to "Administrative Bar Date...not apply and Holders of"
737-738	Change	"Confirmation Trustee, as applicable," changed to "Confirmation Representative, as applicable,"
739	Change	"Administrative Claims are currently" changed to "Administrative Claims,...the Plan, are currently"
740-743	Change	"range of \$96-\$135 million as" changed to "range of \$96 to \$125 million as"
744	Insertion	Effective Date.2
745	Insertion	2 This estimate does not...Date by Core-Mark Newco.
746-749	Change	"Each Holder of an Allowed Priority" changed to "In full satisfaction,...each Allowed Priority"
750	Deletion	Effective Date shall be paid in
751	Moved from	full satisfaction,...and discharge of
752-753	Change	"and in exchange for such Priority Tax" changed to ": (i) if payment of the Allowed Priority Tax"
754-755	Change	"Priority Tax Claim in deferred Cash" changed to "Priority Tax Claim is not...quarterly deferred Cash"
756-765	Change	"assessment in accordance...to other treatment." changed to "assessment of the tax on...in clause (i) above."
766	Change	"Priority Tax Claims are currently" changed to

		"Priority Tax Claims,...the Plan, are currently"
767-770	Change	"the range of \$10 to \$20 million as" changed to "the range of \$11 to 13 million as"
771	Deletion	Effective Date.2
772	Deletion	2 This estimate does not...Date by Core-Mark Newco.
773	Change	"outstanding, are currently" changed to "outstanding and which...the Plan, are currently"
774-775	Change	"the range of \$130-\$135 million as" changed to "the range of \$25 to 30 million as"
776	Insertion	Class 1(A)
777	Insertion	Class 1(B)
778	Insertion	—
779	Insertion	Property Tax Claims
780	Insertion	Impaired
781	Insertion	—
782	Insertion	entitled to vote
783	Insertion	Other Secured Claims that are not Class 1(B)
784-785	Change	"Unimpaired" changed to "Impaired"
786	Change	"not entitled to" changed to "entitled to"
787	Change	"1. Class 1—Other Priority" changed to "1. Class 1(A)—Other Priority"
788	Change	"(a) Classification: Class 1 consists of" changed to "(a) Classification: Class 1(A) consists of"
789	Deletion	(b) Treatment: On the Effective Date,
790	Moved from	or as soon as practicable thereafter,
791-792	Change	"each Holder of an Allowed...in full satisfaction," changed to "In full satisfaction,"
793	Change	"settlement, release and discharge" changed to "settlement, release, and discharge"
794	Change	"discharge of and in exchange" changed to "discharge of, and in exchange"
795-796	Change	"exchange for each and every Allowed Other" changed to "exchange for, each Allowed Other"
797-804	Change	"Non-Tax Claim in Cash in...to other treatment." changed to "Non-Tax Claim that is due...to other treatment."
805-806	Insertion	(c) Voting: Class 1(A)...or reject the Plan.
807-808	Insertion	(d) Claims Estimate: ...of the Effective Date.
809-810	Insertion	2. Class 1(B)—Property Tax Claims
811-812	Insertion	(a) Classification: ...Property Tax Claims.
813-814	Insertion	(b) Treatment: In full...a different treatment.

815-816	Change	"(c) Voting: Class 1 is not impaired and" changed to "(c) Voting: Class 1(B) is impaired and"
817-822	Change	"of Class 1 Claims are...1 are not entitled to" changed to "of Class 1(B) Claims are entitled to"
823	Change	"Allowed Class 1 Claims are" changed to "Allowed Class 1(B) Claims are"
824-825	Change	"the range of \$8 to \$15 million as" changed to "the range of \$5-6 million as"
826-827	Change	"2. Class 2—Pre-Petition" changed to "3. Class 2—Pre-Petition"
828	Change	"Financing Facility Agreement or (ii) assign" changed to "Financing Facility or (ii) assign"
829	Change	"Class 2 Claims are currently" changed to "Class 2 Claims which...the Plan are currently"
830-831	Change	"approximately \$0 as of the Effective" changed to "approximately \$200-220...as of the Effective"
832-833	Change	"3. Class 3(A)—" changed to "4. Class 3(A)—"
834	Insertion	Secured Claims that are not Class 1(B) Claims
835	Change	"Secured Claims." changed to "Secured Claims that are not Class 1(B) Claims."
836	Change	"Secured Claim (e.g. PMSI Holders," changed to "Secured Claim that is not...(e.g. PMSI Holders,"
837	Change	"Holders of Class 3 Claims are" changed to "Holders of Class 3(A) Claims are"
838-839	Change	"4. Class 3(B)—Approved" changed to "5. Class 3(B)—Approved"
840	Change	"thereafter, Core-Mark...or the Post Confirmation" changed to "thereafter, the Post Confirmation"
841	Change	"Confirmation Trust, as applicable, shall issue" changed to "Confirmation Trust, shall issue"
842-843	Change	"shall issue a promissory note in favor of" changed to "shall issue the Class 3B...Interests in favor of"
844	Change	"Allowed Claims to be reissued" changed to "Allowed Claims under the...interests to be reissued"
845	Change	"or settlement and grant a" changed to "or settlement) and grant a"
846	Insertion	As additional security...Interests Term Sheet.
847-850	Change	"the range of \$13-\$92 million as" changed to "the range of \$43-55 million as"

851	Insertion	Effective Date prior to...Sheet filed therewith
852-853	Change	"5. Class 3 (C)—DSD" changed to "6. Class 3 (C)—DSD"
854-855	Change	"(b) Treatment: (i) In...each Holder of an" changed to "(b) Treatment: Each Holder of an"
856-858	Change	"Claim in Cash in full,...Claims hereunder." changed to "Claim in Cash their...Settlement Agreement."
859-860	Change	"Class 3(C) is unimpaired and Holders" changed to "Class 3(C) is impaired and Holders"
861	Change	"Class 3(C) are...3(C) are not entitled to" changed to "Class 3(C) are entitled to"
862-863	Change	"reject the p" changed to "reject the P"
864-865	Change	"Estimate: Allowed Class...estimated to be in the" changed to "Estimate: The DSD...shall be in the"
866-870	Change	"be in the range of \$0-to...as of the Effective Date" changed to "be in the amount of \$17.5 million"
871-872	Change	"6. Class 4—PACA/PASA" changed to "7. Class 4—PACA/PASA"
873	Deletion	(b) Treatment: On the Effective Date,
874	Moved from	or as soon as practicable thereafter,
875-876	Change	"unless such Holder agrees...in full satisfaction," changed to "In full satisfaction,"
877	Change	"discharge of and in exchange" changed to "discharge of, and in exchange"
878-879	Change	"exchange for each and every Allowed PACA/PASA" changed to "exchange for, each Allowed PACA/PASA"
880-898	Change	"PACA/PASA Claim in Cash...to Core-Mark Newco." changed to "PACA/PASA Claim that is...to other treatment."
899	Change	"Class 4 Claims are currently" changed to "Class 4 Claims which...the Plan are currently"
900-901	Change	"the range of \$9-\$14 million" changed to "the range of \$8-\$14 million"
902-903	Change	"7. Class 5—Valid" changed to "8. Class 5—Valid"
904	Change	"thereafter, Core-Mark...or the Post Confirmation" changed to "thereafter, the Post Confirmation"
905	Change	"Confirmation Trust, as applicable, shall issue" changed to "Confirmation Trust, shall issue"
906-907	Change	"shall issue a promissory note in favor of"

		changed to "shall issue the Class 5...Interests in favor of"
908	Change	"Allowed Claims and grant a" changed to "Allowed Claims under the...settlement) and grant a"
909	Moved from	paid in full. In the...as Class 6 Claims
910	Deletion	hereunder.
911	Insertion	As additional security...Interests Term Sheet.
912	Moved to	In the event the Court...as Class 6 Claims
913	Insertion	hereunder, and any...of Class 6 Claims.
914-915	Change	"range of \$0-\$150 million as" changed to "range of \$0-\$80 million as"
916	Insertion	Effective Date prior to...Sheet filed therewith
917-918	Change	"8. Class 6—General" changed to "9. Class 6—General"
919	Change	"Convenience Claims, shall be paid" changed to "Convenience Claims shall be paid"
920	Change	"Tranche B Lenders or the...applicable, and through" changed to "Tranche B Lenders and through"
921	Change	"As additional" changed to "(c) As additional"
922	Deletion	Trust Agreement. ...shall be entitled to
923	Moved from	receive, in exchange for such
924	Deletion	Holder's Claim, its...the Disclosure Statement
925-926	Change	"(c) Voting: Class" changed to "(d) Voting: Class"
927-928	Change	"(d) Claims Estimate:" changed to "(e) Claims Estimate:"
929	Insertion	Effective Date. Based on...such Holders' Claim.
930-931	Change	"9. Class 7 - Convenience" changed to "10. Class 7 - Convenience"
932-933	Change	"Unsecured Claims of \$5000 or less" changed to "Unsecured Claims, other...Notes, of \$5000 or less"
934	Change	"Holders of General Unsecured" changed to "Holders of Old Notes and General Unsecured"
935-936	Change	"satisfaction of such c" changed to "satisfaction of such C"
937-938	Change	"laim, a c" changed to "laim, a C"
939-940	Change	"10. Class 8 - Equity" changed to "11. Class 8 - Equity"
941-942	Change	"of Class 8 Claims nor will such" changed to "of Class 8 Equity Interests nor will such"
943-944	Change	"11. Class 9 - Intercompany" changed to

		"12. Class 9 - Intercompany"
945-946	Change	"is impaired, and because no" changed to "is impaired, but because no"
947-948	Change	"12. Class 10 - Other" changed to "13. Class 10 - Other"
949-950	Change	"pursuant to S" changed to "pursuant to s"
951	Change	"defenses to or setoffs" changed to "defenses to, or setoffs"
952	Change	"recoupments against such Unimpaired" changed to "recoupments against, such Unimpaired"
953-955	Change	"in Classes 3(B), 5, 6 and" changed to "in Classes 1(B), 3(B), 3(C), 5, 6 and"
956-958	Change	"Classes 1, 2, 3(A), 3(C) and 4 are" changed to "Classes 1(A), 2, 3(A) and 4 are"
959-960	Change	"the Committee reserve the...to seek Confirmation" changed to "the Committee will seek Confirmation"
961-964	Change	"extent applicable, in the event that any Voting" changed to "extent applicable based...and 10 and if any Voting"
965-966	Change	"accordance with S" changed to "accordance with s"
967	Change	"any Debtor or the transfer" changed to "any Debtor which is...assets or the transfer"
968-969	Change	"Newco, or one of its Reorganized" changed to "Newco, or one of the Reorganized"
970-971	Change	"Reorganized Debtor subsidiaries, and except" changed to "Reorganized Debtors and except"
972-973	Change	"consolidation shall not effect (other than" changed to "consolidation shall not affect (other than"
974	Change	"Each Debtor shall, as a Reorganized" changed to "Each Reorganized"
975-976	Change	"Reorganized Debtor, continue to" changed to "Reorganized Debtor shall continue to"
977	Change	"acquired by the Debtors or the Reorganized" changed to "acquired by the Reorganized"
978	Change	"certificates, and other documents" changed to "certificates and other documents"
979-980	Change	"New Common and Preferred...each of which shall" changed to "New Common Stock, which shall"
981-982	Change	"instruments, including...if applicable." changed to "instruments, as is...to effectuate the Plan."
983	Insertion	Effective Date, Fleming...the Confirmation

		Date.
984	Change	"Core-Mark Newco," changed to "On or before the Effective Date, Core-Mark Newco,"
985	Change	"Core-Mark Newco, a new Delaware corporation," changed to "Core-Mark Newco, a Delaware corporation,"
986-987	Change	"the Debtors' creditors or" changed to "the Debtors' creditors or"
988	Change	"Newco shall form two wholly-owned" changed to "Newco shall then form two wholly-owned"
989-997	Change	"Holdings III. Core-Mark...in certain transactions" changed to "Holdings III. On the... Once these transactions"
998-1003	Change	"transactions on the...the stock of Core-Mark" changed to "transactions have...of stock of Core-Mark"
1004-1009	Change	"of Core-Mark Newco being ...Article III of the Plan." changed to "of Core-Mark Holdings...the Reorganized Debtors."
1010-1011	Change	"In addition, on or after the" changed to "On or after the"
1012	Change	"dissolving various unnecessary" changed to "dissolving various additional unnecessary"
1013	Change	"certain of the Debtors, (ii)" changed to "certain of the Reorganized Debtors, (ii)"
1014	Insertion	Reorganized Debtor.
1015	Insertion	Reorganized Debtors. The...Assistant Secretary.
1016	Change	"section 1129(a)(5), the Debtors" changed to "section 1129(a)(5) of the...Code, the Debtors"
1017-1018	Change	"Core-Mark Newco shall consist of" changed to "Core-Mark Newco is...to consist of"
1019-1020	Change	"consist of seven members, the" changed to "consist of five members, the"
1021-1022	Change	"Core-Mark Newco, [] representatives" changed to "Core-Mark Newco, two representatives"
1023-1026	Change	"Committee and []... To the extent" changed to "Committee and two... To the extent"
1027	Change	"incorporation, and other constituent" changed to "incorporation and other constituent"
1028-1029	Change	"thereafter, Core-Mark Newco will form a" changed to "thereafter, the Debtors...Committee will form a"
1030-1031	Change	"administer certain of its post confirmation" changed to "administer certain post -"

		confirmation"
1032	Change	"Causes of Action." changed to "Causes of Action and the...and payment of Claims."
1033	Change	"Committee. The Debtors" changed to "Committee. A copy of the...Exhibit 9. The Debtors"
1034-1035	Change	"Confirmation Trustee who shall have" changed to "Confirmation Representative who shall have"
1036	Change	"consist of the Post Confirmation" changed to "consist of four members...the Post Confirmation"
1037-1047	Change	"Confirmation Trustee and ...Debtors and one member" changed to "Confirmation...the Plan and one member"
1048-1053	Change	"one member selected by...Investor, if applicable" changed to "one member to be...3(B) or Class 5 Claim"
1054	Insertion	Pursuant to section...will also be disclosed.
1055-1056	Insertion	3. Assets of the Post Confirmation Trust
1057	Insertion	On the Effective Date or...assets of the Debtors:
1058-1059	Insertion	(a) trade accounts...Convenience business;
1060-1061	Insertion	(b) royalty payments...wholesale operations;
1062-1063	Insertion	(c) Litigation Claims...with Core-Mark Newco;
1064-1065	Insertion	(d) Avoidance Actions,...of the Bankruptcy Code;
1066-1067	Insertion	(e) restricted cash,...and the FSA reserves;
1068-1069	Insertion	(f) available cash in an...Trust Administrator;
1070-1071	Insertion	(g) any and all other...of the Plan; and
1072-1073	Insertion	(h) all of the remaining...the Reorganized Debtors.
1074	Insertion	The PCT Assets do not...Fee Escrow Account.
1075	Insertion	The PCT Assets shall be...Trust Agreement.
1076-1077	Change	"3. Funding" changed to "4. Funding"
1078-1079	Change	"Upon the Effective" changed to "On the Effective"
1080	Change	"Effective Date, the Post Confirmation" changed to "Effective Date, or as...to the Post Confirmation"
1081	Change	"Confirmation Trust will...funded with certain cash" changed to "Confirmation Trust certain cash"

1082-1086	Change	"Tranche B Loan or the...Offering. In addition," changed to "Tranche B Loan necessary...Agreement. In addition,"
1087	Change	"of Action. To the extent...Core-Mark Newco" changed to "of Action. Core-Mark Newco"
1088	Deletion	Core-Mark Newco will...as set forth in
1089-1091	Change	"the Post Confirmation Trust Agreement." changed to "and the Reorganized...Disclosure Statement."
1092	Moved to	appropriate, in any court...Chapter 11 Cases
1093	Change	"any and all" changed to ", any and all"
1094	Change	"VI.B. herein, as well as" changed to "VI.B. herein as well as"
1095-1096	Change	"on Exhibit D filed herewith" changed to "on Exhibit A filed herewith"
1097	Deletion	filed herewith,
1098	Change	"in any court or other...Chapter 11 Cases." changed to "."
1099	Change	"Core-Mark Newco shall retain" changed to "Core-Mark Newco or the...applicable, shall retain"
1100	Change	"any Creditors or other Persons" changed to "any Creditors, Entities, or other Persons"
1101	Change	"other Persons. The investigation" changed to "other Persons, but not as... The investigation"
1102	Change	"Causes of Action set forth below:" changed to "Causes of Action:"
1103	Change	"the Debtors;" changed to "the Debtors, and among...on Exhibit A-3 and A-7;"
1104-1105	Change	<ul style="list-style-type: none"> • Any lawsuits for, or in" changed to • All actual or potential...in nature, for, or in"
1106-1108	Change	"receivable or any matter related thereto" changed to "receivable or general...A-1 and A-2 hereto"
1109-1110	Insertion	<ul style="list-style-type: none"> • All actual actions or...customer relationship;
1111-1112	Insertion	<ul style="list-style-type: none"> • All actual actions or...the vendor relationship;
1113-1114	Insertion	<ul style="list-style-type: none"> • All actual actions or...hereto as Exhibit A-7;
1115-1116	Insertion	<ul style="list-style-type: none"> • All actual or potential...including vendors
1117	Moved to	with respect to...state securities laws;
1118-1126	Change	" " changed to " <ul style="list-style-type: none"> • All actual or potential...A-1, A-2, and A-3;"
1127-1129	Change	<ul style="list-style-type: none"> • Any actions against landlords,"

		changed to "• All actual or potential...against landlords,"
1130	Change	"actions for overcharges" changed to "actions for unpaid rent, overcharges"
1131	Insertion	similar charges,...against these landlords
1132-1133	Insertion	• All actual or potential...listed on Exhibit A-12;
1134-1135	Insertion	• All actual or potential...listed on Exhibit A-9;
1136-1137	Insertion	• Any and all rights to...such taxing authority;
1138-1139	Insertion	• All actions or...other Person or Entity;
1140-1141	Insertion	• All actions or...liability matters;
1142-1143	Insertion	• All actions or...property rights;
1144	Change	"or tribunal;" changed to "or tribunal or initiated...on Exhibit A-4 hereto;"
1145	Insertion	• Potential actions...on Exhibit A-5 hereto,
1146	Moved to	except the D&O Releasees
1147	Change	"for breaches" changed to ", for breaches"
1148-1149	Change	"mismanagement and wasting of" changed to "mismanagement, wasting of"
1150-1151	Change	"corporate assets and corporate opportunity" changed to "corporate assets, and...of corporate opportunity"
1152	Deletion	opportunity and/or...directors and officers
1153	Change	"except the D&O Releasees;" changed to ";
1154-1156	Change	"• Any and all actions against all" changed to "• All actual or potential...in nature, against all"
1157-1158	Change	"connection with, the prepetition" changed to "connection with, any of the Debtors' prepetition"
1159-1160	Insertion	• All actions or...on Exhibit A-8 hereto;
1161-1162	Insertion	• All rights against any...of the Bankruptcy Code;
1163-1164	Insertion	• All actions or...of the Bankruptcy Code;
1165-1166	Change	"• Actions to recover" changed to "• All actual or potential...in nature, to recover"
1167	Change	"to employees under the terms" changed to "to employees except the...under the terms"
1168	Change	"change-in-control agreement;" changed to "change-in-control agreement or bonus arrangement;"
1169	Deletion	• All actions against third parties
1170	Moved from	with respect to...state securities laws;

1171-1172	Change	"• Any and all actual or potential" changed to "actual or potential"
1173-1177	Change	"or potential breach of...after the Petition Date;" changed to "or potential contract and...subsequently arise; and"
1178-1179	Deletion	• Any and all potential...or recoupment; and
1180-1181	Change	"• Any and all actions whether" changed to "• All actual or potential actions whether"
1182	Insertion	The above categories of...be mutually exclusive.
1183-1184	Change	"result, cannot be raised...11 Cases (collectively," changed to "result, cannot be...to herein (collectively,"
1185	Insertion	Unknown Causes
1186-1187	Change	"or on Exhibit D filed herewith" changed to "or on Exhibit A filed herewith"
1188	Change	"filed herewith, is not intended" changed to "filed herewith (except as...is not intended"
1189	Change	"as applicable, (including," changed to "as applicable (including,"
1190	Change	"Causes of Action) and, therefore," changed to "Causes of Action), and, therefore,"
1191	Change	"Confirmation Trust, as...and the successor" changed to "Confirmation Trust and the successor"
1192	Change	"the Debtors subsequent to" changed to "the Debtors or the Post...Trust subsequent to"
1193	Change	"Tranche B Loan or the...Offering and prosecution" changed to "Tranche B Loan and prosecution"
1194	Change	"applicable. The... The Exit Financing" changed to "applicable. The Exit Financing"
1195	Change	"detail in the Tranche B Loan" changed to "detail in the Indicative Tranche B Loan"
1196-1197	Change	"filed with the Plan as Exhibit" changed to "filed with the Disclosure Statement as Exhibit"
1198-1199	Change	"as Exhibit E." changed to "as Exhibit 8."
1200-1201	Deletion	C. The Rights Offering Alternative
1202	Deletion	In order to fund the...Disclosure Statement.
1203-1204	Change	"D. Sale of Assets" changed to "C. Sale of Assets"
1205	Change	"Tranche B Loan or the Rights Offering and pursuit" changed to "Tranche B Loan and pursuit"
1206	Change	"Causes of Action, to make the" changed to "Causes of Action to make the"

1207-1208	Change	"reject or assume, (iii) are" changed to "reject or assume or (iii) are"
1209	Change	"(iii) are executory...or (iv) are specifically" changed to "(iii) are specifically"
1210-1216	Change	"Assumption Schedule filed...Supplement. The Debtors" changed to "Assumption Schedule to be...Deadline. The Debtors"
1217-1218	Change	"Assumption Schedule after...Date and any such" changed to "Assumption Schedule, and any such"
1219	Change	"the Excluded D&O Releasees listed" changed to "the Excluded Releasees listed"
1220-1221	Change	"on Exhibit C filed herewith," changed to "on Exhibit B filed herewith,"
1222	Change	"insurance plans shall be treated" changed to "insurance plans (the...or shall be treated"
1223	Change	"under the Plan and on the" changed to "under the Plan, and on the"
1224	Change	"Effective Date will be deemed" changed to "Effective Date any such...will be deemed"
1225-1232	Change	"Benefits Schedule filed with the Plan Supplement." changed to "Benefits Schedule to be...are considered vested."
1233-1234	Insertion	F. Insured Claims
1235-1236	Insertion	1. Directors and Officers...Insurance Coverage
1237	Insertion	The Debtors will assume...business operations.
1238-1239	Insertion	2. Worker's Compensation
1240	Insertion	Under the Plan, the...Compensation Program.
1241	Insertion	To the extent that any of...of allowed Claims.
1242-1243	Insertion	3. Casualty Insurance Program
1244-1245	Insertion	(a) Under-Deductible...Insured Claims.
1246-1247	Insertion	(b) Covered Allowed...Allowed Insured Claims.
1248-1249	Insertion	(c) The Exceeded Allowed...Allowed Insured Claims.
1250-1251	Insertion	4. The Old Republic Claims
1252	Insertion	Old Republic Insurance...to by the parties.
1253-1254	Insertion	5. Defense Costs
1255	Insertion	Notwithstanding the...Allowed Defense Costs.
1256	Change	"such services and upon the presentation" changed to "such services upon the presentation"
1257-1258	Change	"E. Delivery and Distributions" changed to "E. Delivery of Distributions"
1259-1260	Change	"distributions, as of 120 days after" changed to

		"distributions, no sooner than 240 days after"
1261	Change	"maintained for as long" changed to "maintained and updated for as long"
1262-1265	Change	"deliverable) within one year after the" changed to "deliverable) within six months after the"
1266-1267	Change	"after the Effective Date shall have" changed to "after the distribution...Allowed Claim shall have"
1268-1269	Change	"Claim Holder as c" changed to "Claim Holder as C"
1270	Change	"resolved and reserves are" changed to "resolved and allowed and reserves are"
1271	Change	"to Holders of Disputed Claims" changed to "to Holders of formerly Disputed Claims"
1272-1273	Change	"practicable after the...Date, sold by Core-Mark" changed to "practicable after final...sold by Core-Mark"
1274	Change	"I. Setoffs" changed to "I. Allowance or Resolution Setoffs"
1275-1276	Change	"section IX.K. below within" changed to "section IX.L. below within"
1277-1278	Change	"set forth in S" changed to "set forth in s"
1279-1280	Change	"provisions of S" changed to "provisions of s"
1281-1282	Change	"ection X.A.3., Core-Mark Newco" changed to "ection X.A.3. herein, Core-Mark Newco"
1283	Change	"other fees, Core-Mark...the Post Confirmation" changed to "other fees, the Post Confirmation"
1284-1285	Change	"Confirmation Trustee, as applicable, shall have" changed to "Confirmation Representative shall have"
1286	Change	"Effective Date, Core-Mark...the Post Confirmation" changed to "Effective Date, the Post Confirmation"
1287-1288	Change	"Confirmation Trustee, as applicable, may settle" changed to "Confirmation Representative may settle"
1289	Deletion	Bankruptcy Court. The...Trust Agreement.
1290-1291	Change	"Confirmation Trustee, as applicable," changed to "Confirmation Representative, as applicable,"
1292-1293	Change	"Confirmation Trustee, as applicable," changed to "Confirmation Representative, as applicable,"
1294	Change	"deemed Allowed, unless and" changed to "deemed Allowed unless and"

1295	Insertion	Pending Litigation; Pension Plans
1296-1297	Change	"Pursuant to S" changed to "Pursuant to s"
1298-1299	Change	"ection III.B.12 of the Plan, Other Securities" changed to "ection III.B.12 herein, Other Securities"
1300	Change	"limited to, securities" changed to "limited to, the securities"
1301-1302	Change	"securities litigation by current" changed to "securities class action...brought by current"
1303	Change	"shareholders described in" changed to "shareholders and creditors described in"
1304-1305	Change	"described in Section V.C.6 of the" changed to "described in more detail in section V.C.6 of the"
1306	Change	"permanently enjoined and any claims" changed to "permanently enjoined as...Debtors and any claims"
1307-1308	Change	"described in S" changed to "described in s"
1309-1310	Change	"contained in S" changed to "contained in s"
1311-1312	Change	"ection XII of the Plan. Litigation" changed to "ection XII herein. Litigation"
1313	Change	"Litigation that is not" changed to "Litigation against the Debtors that is not"
1314-1315	Change	"Interest or is not effected by the releases" changed to "Interest or is not affected by the releases"
1316-1317	Change	"contained in S" changed to "contained in s"
1318-1319	Change	"ection XII of the Plan, and is not" changed to "ection XII herein, and is not"
1320-1321	Change	"pursuant to S" changed to "pursuant to s"
1322-1323	Change	"ection XII.G. of the Plan, and any Allowed" changed to "ection XII.G. herein, and any Allowed"
1324	Insertion	under the Plan. Nothing...by the D&O Insurance.
1325	Insertion	On February 9, 2004,...have rejected the Plan.
1326	Insertion	The Lead Plaintiff's...on their Claims.
1327	Insertion	The PBGC asserts that, as...these assertions.
1328	Change	"Common Stock, Preferred...and Management" changed to "Common Stock and Management"
1329	Change	"Common Stock and the...applicable, issued under" changed to "Common Stock issued under"
1330-1331	Change	"under the Plan are exempt from" changed to "under the Plan is exempt from"
1332	Change	"Common Stock or Preferred...are

		"underwriters,"" changed to "Common Stock are "underwriters,""
1333	Change	"Bankruptcy Code or the...in the Securities Act." changed to "Bankruptcy Code."
1334	Change	"the Committee shall have" changed to "the Committee, shall have"
1335-1336	Change	"(a) Exit Financing Agreement;" changed to "(a) Exit Financing Facility;"
1337	Deletion	Loan Agreement, if applicable;
1338-1339	Deletion	(c) The Equity Commitment Letter, if applicable
1340-1341	Deletion	(d) Registration Rights Agreements, if any
1342-1343	Change	"(e) Management Incentive" changed to "(c) Management Incentive"
1344	Change	"9. The granting of the...and the issuance of" changed to "9. The issuance of"
1345	Change	"Common Stock and...Rights) under the Plan" changed to "Common Stock under the Plan"
1346	Change	"by or against, the Debtors;" changed to "by or against the Debtors;"
1347	Change	"the Debtors or (3) constitute" changed to "the Debtors; or (3) constitute"
1348	Moved to	Effective Date, except...or gross negligence
1349	Change	"each Claim Holder" changed to ", each Claim Holder"
1350	Change	"other documents except...or gross negligence." changed to "other documents ."
1351	Change	"Lenders, the Old Notes Trustees," changed to "Lenders, the Pre-Petition...the Old Notes Trustees,"
1352	Change	"their members and professionals" changed to "their members, employees, and professionals"
1353	Change	"Interests herein, shall be in" changed to "Interests herein shall be in"
1354	Change	"such Claim or Interest against" changed to "such Claim or Equity Interest against"
1355	Change	"Reorganized Debtors; (b) the enforcement," changed to "Reorganized Debtors...(b) the enforcement,"
1356-1357	Change	"proof of claim." changed to "proof of claim or unless...Post-Confirmation Trust."
1358-1359	Insertion	H. Police and Regulatory Powers
1360	Insertion	Notwithstanding the...and regulatory powers.
1361	Change	"Chapter 11 Cases." changed to "Chapter 11 Cases provided...up the Chapter 11 Cases."
1362	Insertion	Reorganized Debtors. ...in this paragraph.

1363-1364	Insertion	K. Entire Agreement
1365	Insertion	The Plan supersedes all...into the Plan.
1366-1367	Change	"K. Service of Documents" changed to "L. Service of Documents"
1368	Deletion	... []
1369	Deletion	with copies to:
1370	Deletion	Kirkland & Ellis LLP 200...Richards Janet S. Baer
1371	Deletion	Milbank Tweed Hadley &...____ and
1372	Deletion	Pepper Hamilton LLP 100... Robert S. Hertzberg
1373	Insertion	Fleming Companies, Inc....Attn: Rebecca A. Roof
1374	Insertion	Milbank Tweed Hadley &...Attn: Dennis Dunne
1375	Insertion	Kirkland & Ellis LLP 200...Richards Janet S. Baer
1376	Insertion	Pepper Hamilton LLP 100... Robert S. Hertzberg
1377	Insertion	Pachulski, Stang, Ziehl,...Attn: Laura Davis Jones
1378-1379	Change	"L." changed to "M."

Statistics	
	Count
Insertions	737
Deletions	616
Moved from	13
Moved to	13
Format changed	0
Total changes	1379