
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

March 29, 2006
Date of Report
(Date of earliest event reported)

CORE-MARK HOLDING COMPANY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-51515
(Commission File Number)

20-1489747
(I.R.S. Employer
Identification No.)

**395 Oyster Point Boulevard, Suite 415,
South San Francisco, California**
(Address of principal executive offices)

94080
(Zip Code)

(650) 589-9445
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On March 29, 2006, the Company received a confirmatory waiver from the requisite lenders under its \$250 million Revolving Credit Agreement waiving certain potential defaults and failures of conditions to borrowing resulting from Core-Mark's recently announced restatement of previously issued financial statements described in the Company's Report on Form 8-K dated March 20, 2006 and filed March 24, 2006. While the Company does not believe it was in default, the Company obtained the waiver in order to remove any possible doubt. The waiver also extends to April 30, 2006, the date for delivery to the lenders of audited 2005 financial statements. The lenders executing the waiver included JPMorgan Chase Bank, N.A., as a lender and as Administrative Agent, and General Electric Capital Corporation, Wachovia Capital Finance Corporation (Western), Bank of America, N.A., Wells Fargo Foothill, LLC, Union Bank of California, and Harris, N.A., as lenders. A copy of the waiver is furnished as Exhibit 10.1.

Item 2.02 Results of Operations and Financial Condition.

On March 31, 2006, the Company issued a press release discussing, among other things, anticipated results for 2005 and restated results for 2004. A copy of the press release is furnished with this report as Exhibit 99.1.

Item 8.01. Other Events.

On March 31, 2006, the Company filed a Form 12b-25 extending the time for filing its 2005 Form 10-K. The Company intends to file its Form 10-K by Monday April 17, 2006.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

The following are filed as exhibits to this report:

Number	Description
10.1	Waiver Letter dated March 29, 2006
99.1	Press Release of Core-Mark Holding Company, Inc. dated March 31, 2006.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 31, 2006

CORE-MARK HOLDING COMPANY, INC.

By: /s/ James E. Wall

James E. Wall

Senior Vice President – Chief Financial Officer

EXHIBIT INDEX

Number	Description
10.1	Waiver Letter dated March 29, 2006
99.1	Press Release Core-Mark Holding Company, Inc. dated March 31, 2006.

[Letterhead of JPMorgan Chase Bank, N.A.]

March 29, 2006

Via Facsimile and Overnight Delivery

Core-Mark International, Inc., as Administrative Borrower
395 Oyster Point Blvd. #415
South San Francisco, California 94080
Attention: Treasurer

Re: Waiver of Potential Defaults and Consent

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement, dated as of October 12, 2005 (as amended, modified or supplemented from time to time, the "Credit Agreement"), by and among the lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, "Administrative Agent"), Core-Mark Holding Company, Inc. ("Holdings"), Core-Mark International, Inc. ("International"), Core-Mark Holdings I, Inc. ("Holdings I"), Core-Mark Holdings II, Inc. ("Holdings II"), Core-Mark Holdings III, Inc. ("Holdings III"), Core-Mark Midcontinent, Inc. ("Midcontinent"), Core-Mark Interrelated Companies, Inc. ("Interrelated"), Head Distributing Company ("Head"), Minter-Weisman Co. ("Minter-Weisman"); each of Holdings, International, Holdings I, Holdings II, Holdings III, Midcontinent, Interrelated, Head and Minter-Weisman herein a "Borrower" and collectively herein the "Borrowers"). All capitalized terms used in this letter without definition shall have the meanings assigned thereto in the Credit Agreement.

The following events have occurred (collectively, the "Known Existing Conditions"):

(a) Borrowers have informed the Administrative Agent that the consolidated balance sheet and statements of income, stockholders equity and cash flows of Holdings as of December 31, 2004 and for the period from August 23, 2004 through December 31, 2004, reported by PricewaterhouseCoopers LLP, that were delivered to the Administrative Agent and the Lenders (the "2004 Audited Financial Statements") and the unaudited condensed consolidated financial statements of Holdings as of and for the six months ended June 30, 2005 that were delivered to the Administrative Agent and the Lenders (the "June 2005 Unaudited Financial Statements") will be restated as described in the report on Form 8-K dated March 20, 2006 and filed on March 24, 2006, a copy of which is attached to this letter as Exhibit A (the "Form 8-K").

(b) Borrowers have informed the Administrative Agent that the unaudited condensed consolidated financial statement of Holdings as of and for the three and nine months ended September 30, 2005 (the "September 2005 Unaudited Financial Statements") that were delivered as required by Section 5.01(b) of the Credit Agreement will be restated as described in the Form 8-K.

The Known Existing Conditions could result in the following Events of Default (the "Potential Existing Defaults") and failures of conditions to funding:

(i) To the extent (if any) that the restatement of the 2004 Audited Financial Statements and the June 2005 Unaudited Financial Statements would establish that any representations regarding such financial statements (in the form originally delivered) contained in Section 3.04(a) of the Credit Agreement were materially incorrect when made, such condition would be a violation of Article VII, clause (c) of the Credit Agreement.

(ii) To the extent (if any) that (A) the September 2005 Unaudited Financial Statements, as delivered, failed to present fairly in all material respects the financial condition and results of operations of Holdings and its consolidated Subsidiaries and (B) the restatement of the September 2005 Unaudited Financial Statements would not constitute "normal year-end audit adjustments" in accordance with the requirements of Section 5.01(b) of the Credit Agreement, the delivery and certification of the September 2005 Unaudited Financial Statements by Administrative Borrower would be a violation of Article VII, clause (c) and/or clause (e) of the Credit Agreement.

(iii) To the extent (if any) that the restatement of the 2004 Audited Financial Statements and the June 2005 Unaudited Financial Statements would cause any representations regarding such financial statements (in the form originally delivered) contained in Section 3.04(a) of the Credit Agreement to be materially incorrect, the condition to advances set forth in Section 4.02(a) (the "Affected Funding Condition") would not be satisfied.

Borrowers have requested that the Administrative Agent and the Lenders (a) waive the Potential Existing Defaults and (b) waive the Affected Funding Condition as it relates to the Known Existing Conditions. The Administrative Agent and the Lenders hereby waive the Potential Existing Defaults and waive satisfaction of the Affected Funding Condition as a condition to borrowing as it relates to the Known Existing Conditions, in each case subject to the following condition:

Within 45 days after the date hereof, Administrative Borrower shall have delivered to the Administrative Agent and each Lender the restatement of the 2004 Audited Financial Statements, which restatement shall not include adjustments other than those materially consistent with the description of adjustments set forth in the Form 8-K.

Borrowers have also requested a thirty day extension of the time period to deliver the audited financial statements for the fiscal year ending December 31, 2005 required to be delivered pursuant to Section 5.01(a) of the Credit Agreement (the "2005 Annual Financial Statements"). The Administrative Agent and the Lenders hereby consent to such extension of the time period for delivery of the 2005 Annual Financial Statements. Borrowers shall deliver the 2005 Annual Financial Statements as required by the terms of the Credit Agreement within 120 days after December 31, 2005.

This waiver shall be effective only for the specific potential Events of Default comprising the Potential Existing Defaults, and only for the satisfaction of the Affected Funding Condition as a condition to borrowing as it relates to the Known Existing Conditions, and in no event shall this waiver be deemed to be a waiver of enforcement of the Administrative Agent's or any Lender's rights with respect to any other Defaults or Events of Default now existing or hereafter arising, or the rights of the Administrative Agent or any Lender to assert the failure of any condition (including, without limitation, the condition set forth in Section 4.02(a) of the Credit Agreement) with respect to any matter, event or condition (other than the Known Existing Condition). Without limiting the foregoing sentence, this waiver letter shall not constitute a waiver of any lending conditions or claims arising with respect to the restated 2004 Audited Financial Statements following delivery thereof to Agent and Lenders in accordance with the terms of this waiver letter. Nothing contained herein nor any communications between any Borrower and the Administrative Agent or any Lender shall be a waiver of any rights or remedies the Administrative Agent or any Lender have or may have against any Borrower, except as specifically provided herein. Nothing contained herein shall (i) amend, modify or alter any term or condition of the Credit Agreement or any Loan Document or (ii) except as specifically set forth herein, diminish, prejudice or waive any of the Administrative Agent's or any Lender's rights and remedies under the Credit Agreement, any Loan Document or applicable law, and the Administrative Agent hereby reserves all of such rights and remedies, including, without limitation, the right to require, at any date hereafter, strict compliance with each of the Sections of the Credit Agreement referenced above.

Very truly yours,

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent and as a Lender

By: /s/ [Signature Illegible]
Title: Vice President

Acknowledged and Accepted:

GENERAL ELECTRIC CAPITAL CORPORATION,
as a Lender

By: /s/ [Signature Illegible]
Title: Duly Authorized Signatory

WACHOVIA CAPITAL FINANCE CORPORATION
(WESTERN),
as a Lender

By: /s/ [Signature Illegible]
Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ [Signature Illegible]
Title: Vice President

WELLS FARGO FOOTHILL, LLC,
as a Lender

By: /s/ [Signature Illegible]
Title: Vice President

Core-Mark International, Inc., as Administrative Borrower
March 29, 2006
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UNION BANK OF CALIFORNIA, N.A.,
as a Lender

By: /s/ Michels Mojabi
Title: Vice President

THE BANK OF NOVA SCOTIA,
as a Lender

By: _____
Title: _____

HARRIS N.A.,
as a Lender

By: /s/ [Signature Illegible]
Title: Vice President

CORE-MARK INTERNATIONAL, INC.,
as Administrative Borrower

By: /s/ Stacy Loretz
Title: VP Finance / Treasurer

cc: Mayer, Brown, Rowe & Maw LLP

Exhibit A

Form 8-K Filed with the SEC on March 24, 2006

[See Form 8-K filed with SEC on March 24, 2006]



Core-Mark Receives Confirmatory Waiver for Revolving Credit Agreement, Extends Time for Filing its Form 10-K & Discloses Anticipated Net Income of Approximately \$14.5 million for 2005

South San Francisco, California - March 31, 2006 - Core-Mark Holding Company (Nasdaq: CORE) announced today that on March 29, 2006 the Company received a confirmatory waiver from the requisite lenders under its \$250 million Revolving Credit Agreement waiving certain potential defaults and failures of conditions to borrowing resulting from Core-Mark's recently announced restatement of previously issued financial statements. A copy of the waiver is included as an exhibit to the Company's Report on Form 8-K filed today with the Securities and Exchange Commission. While the Company does not believe it was in default, it obtained the waiver in order to remove any possible doubt. "We are very appreciative of our bankers' efforts to get this waiver in place," said Michael Walsh, Chief Executive Officer of Core-Mark.

On March 31, 2006 the Company filed a Form 12b-25 application to extend the filing deadline for the Company's annual report for 2005 on Form 10-K to April 17, 2006. As discussed in the Form 12b-25 application, the Company needs to delay the filing of the Form 10-K due to a previously disclosed need to restate financial statements for prior periods and to allow time for management to assess the effect, if any, of eleven material weaknesses in the Company's control over financial reporting on financial statements for prior periods.

In the form 12b-25 application, the Company disclosed that the Company's consolidated results of operations for 2005 will vary significantly from 2004. For 2004, due to its emergence from bankruptcy in August 2004, the Company's financial statements are divided into portions: the period from January 1, 2004 to August 22, 2004 (Predecessor Company), and the period from August 23 to December 31, 2004 (Successor Company). Due to fresh-start accounting applied with differing effect to the Predecessor Company and Successor Company periods, the combined 2004 results should not be taken as indicative of the Company's historical results.

The Company currently expects that net income for 2005 will be approximately \$14.5 million, compared to a total of \$55.8 million in 2004 (\$50.7 million for the Predecessor Company and \$5.1 million (as restated) for the Successor Company). Net income for 2004 for the Predecessor Company included a net gain of \$66.1 million on discharge of pre-petition debt. The Company currently expects that income from operations for 2005 will be approximately \$44.3 million, compared to approximately \$24.5 million (as restated) for 2004. The \$24.5 million for 2004 is comprised of \$12.7 million (as restated) for the Successor Company and \$11.8 million for the Predecessor Company. The Company is currently in the process of finalizing its 2005 Annual Report on Form 10-K and accordingly the foregoing results are preliminary and subject to potential adjustment.

* * *

About Core-Mark

Core-Mark is one of the largest broad-line, full-service wholesale distributors of packaged consumer products to the convenience retail industry in North America. Founded in 1888, Core-Mark provides distribution and logistics services as well as marketing programs to over 19,000 retail locations in 38 states and five Canadian provinces through 24 distribution centers, two of which Core-Mark operates as a third party logistics provider. Core-Mark services traditional convenience retailers, grocers, drug, liquor and specialty stores, and other stores that carry consumer packaged goods. For more information, please visit www.core-mark.com

This press release contains information constituting "forward-looking statements." Forward-looking statements include all statements that do not relate solely to historical or current facts, and can generally be identified by the use of words such as "may," "believe," "will," "expect," "project," "estimate," "anticipate," "plan", "continue", or other similar words. These forward-looking statements are based on the current plans, estimates and expectations of the Company's management and are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or those anticipated. These factors include, but are not limited to: economic conditions affecting the cigarette and consumable goods industry; adverse effect of legislation and other matters affecting the cigarette industry; increased competition in the distribution industry; the Company's inability to retain and attract customers; the negative affects of product liability claims; failure of the Company's suppliers to provide products; increases in fuel prices; the loss of key personnel or the Company's inability to attract and retain new qualified personnel; currency exchange rate fluctuations; and the negative effects of the Company's reorganization on the Company's customer, supplier and employee relationships. See the "Risk Factors" section included in the Company's most recent Form 10-Q or 10-K and other filings with the Securities and Exchange Commission for a discussion of certain risks that may affect the Company's business.

These forward-looking statements speak only as of the date of this press release. Except as may be required by law, the Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Contact: Ms Milton Gray Draper, Director of Investor relations at 650-589-9445 X3027 or at mdraper@core-mark.com