


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DC/AWAR6		PROOF OF CLAIM
Name of Debtor Fleming Packaging Corp		Case Number 03-82408
<small>NOTE this form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property) Hewlett-Packard Financial Services Company (F/K/A Hewlett-Packard Technology Finance)		<div style="display: flex; flex-direction: column; gap: 10px;"> <div> <input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. </div> <div> <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. </div> <div> <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court. </div> </div>
Name and addresses where notices should be sent Hewlett-Packard Financial Services Company 420 Mountain Avenue Murray Hill NJ 07974-0006 Telephone Number (908) 898-4681		
<small>THIS SPACE IS FOR COURT USE ONLY</small>		
Account or other number by which creditor identifies debtor Master Lease # MA001988 Sch #23447A & B		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> Amends A previously filed claim dated _____.
<div style="display: flex;"> <div style="flex: 1;"> 1 Basis For Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Computer equipment in which Creditor maintains an ownership interest and which has otherwise been leased to Debtor _____. </div> <div style="flex: 1;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages salaries and compensation (fill out below) Your SS# _____ Unpaid compensation for services performed from ____/____/____ to ____/____/____ (Date) (Date) </div> </div>		
2 Date debt was incurred		3 If court judgment, date obtained N/A
4 Total Amount of Claim at Time Case Filed \$46,730.99 (\$39,205.37 open a/r, \$7525.42 residual) <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: Computer and related equipment. See attached. <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____. Amount of arrearage and other charges at time case filed included in secured claim if any: _____		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____. Specify the priority of the claim: Post Petition Administrative. <input type="checkbox"/> Wages salaries or commissions (up to \$4,300) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,950 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7 *Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. Compaq Financial Services Corporation will deduct from its claim net amount realized for the sale of repossessed equipment.		<small>THIS SPACE IS FOR COURT USE ONLY</small> <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.2em;">SEP 09 2003</div> <div style="font-size: 1.5em; font-weight: bold;">RMC</div> <small>Fleming Companies Claim</small>  <small>10286</small>
8 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
DATE 9/8/03	Thomas Murphy / Bankruptcy Specialist / HPFS Corp	
<small>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</small>		

— DEFINITIONS —

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor

Creditor

A creditor is any person, corporation, or other entity to which the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim) This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property A lien may have been obtained through a court proceeding before the bankruptcy case began, in some states a court judgment is a lien In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim (See also *Unsecured Claim*)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims) The most common types of priority claims are listed on the proof of claim form Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number If you received a notice of the case from the court, all of this information is near the top of the notice

Information about Creditor

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed If the type of debt is not listed, check "Other" and briefly describe the type of debt If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid

2 Date Debt Incurred

Fill in the date when the debtor first owed the debt

3 Court Judgments

If you have a court judgment for this debt, state the date the court entered the judgment

4 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges

5 Secured Claim

Check the appropriate place if the claim is a secured claim You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date that the bankruptcy case was filed A claim may be partly secured and partly unsecured (See DEFINITIONS, above)

6 Unsecured Priority Claim

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority (See DEFINITIONS, above) A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law Check the appropriate place to specify the type of priority claim

7 Credits

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy, a summary of those documents If documents are not available, you must attach an explanation of why they are not available

Hewlett-Packard

Financing Agreement No **23447B**

Product Schedule

& Payment Agreement - Page 1 of 2

Company information

1Full Legal Name **FLEMING PACKAGING CORPORATION**Street Address **1020 SW Adams Street 1114 SW ADAMS ST**City **Peoria**County **Peoria**State **IL**Zip Code **61602**Federal Tax ID # **51-0366038**Contact **Paul Wayvon**Phone **(309) 676-2121***Please use the full legal name of your company**Tax Status (attach documentation if applicable)**Sales/Use tax**Personal property tax*☒ Taxable☐ Direct Pay Permut☐ Tax exempt☐ Paid Upfront☐ Billed Upfront (financed)☒ Billed with each payment☐ Include in rate☒ Bill as additional☐ Lessee pays directly☐ Lessee is exempt*Product Location (if other than above)***2**Street Address **Same As Above**

City

County

State

Zip Code

*Billing Address (if other than above)*Street Address **Same As Above**

City

County

State

Zip Code

Contact

Phone

The section below is to be completed by your HP Sales team.

Our agreement includes

*The items checked are incorporated and by this reference made a part of this agreement***3**☒ Master Lease # **MA001988**☐ First Year Support Coverage☐ Multi Year Support Coverage☐ Early Buyout Schedule dated☒ **IL Sale Buyback Addendum**☐☐☐☐

The product schedule

4

Please see the attached Quotation #807835 from radius Solutions dated 01/25/00 in the amount of \$145,934 00

Please attach Equipment Quote or complete this Schedule

Net Price Hardware

Net Price Software

\$145,934 00

Total Net Price Product

\$145,934 00

Less Down Payments/Credits

Total Net Price Product

\$145,934 00

Amount to Finance

\$145,934 00

Lease payments

5

Term (in months)

36

Number of Payments

36

Payment Frequency

Monthly

Payment Amount (plus applicable taxes)

\$4748 69

**HEWLETT
PACKARD**

FCBU129902

Hewlett-Packard

Product Schedule

& Payment Agreement - Page 2 of 2

Financing Agreement No 23447B

6 **This agreement is for an**

☒ HP Lease

☐ HP Installment

☐ HP Rental

☐ HP Easy Rent

7

1 **Non Cancellable** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN

2 **Term.** The term of this Schedule and Agreement for each Product covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months following the "Rent Commencement Date" as defined in paragraph 2 of the Financing Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and the Product ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.

3 **Interest.** [Applicable only to Installment sales and leases with \$1 00 buy out options] The interest to be paid under this Schedule and Payment Agreement is

4 **Purchase, Renewal, Return Options**

Provided that no event of default has occurred and is continuing to occur at the end of the initial non cancellable lease term or subsequent renewal term, Lessee shall have the option to exercise the following options by providing Lessor with at least sixty (60) days prior written notice of its intent to

(i) purchase all or some of the Product covered by this Agreement for (CHECK ONE)

☒ The then fair market value of each Product to be purchased. Lessor will advise Lessee in writing as to the then applicable Fair Market Value for each Product to be

purchased,

OR

☐ One Dollar (\$1 00) for each Product (available only for State and Local Government Leases or with special approval),

OR

☐ Fixed Purchase Option of _____ % of the original amount to finance of the Product to be purchased (less discounts if applicable) plus any accrued late charges and taxes applicable to the transfer of this Product

(ii) Except for HP ChannelRent and EasyRent, renew all or some of the Equipment covered by this Agreement for an additional non cancellable period of twelve (12) months for the

Net Price of Equipment to be Renewed
Total Net Price of Equipment

X Original Monthly Payment x 75%

(iii) renew all or some of the Product covered by this Agreement on a month to-month basis for the

Net Price of Equipment to be Renewed
Total Net Price of Equipment

X Original Monthly Payment

(iv) return in accordance with the referenced Financing Agreement any Product covered by this Schedule that is not purchased or renewed

If Lessee fails to notify Lessor of its intentions at least sixty (60) days prior to the expiration of this Schedule, it is agreed that Lessee shall renew all of the Product covered hereunder in accordance with option (iii) above

During the renewal period, Lessee may purchase all or some of the Product covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior

written notice

If Lessee has selected a fixed price purchase option, during the renewal period, such purchase option shall be re-determined based on the total lease term

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE PRODUCT, IT IS SOLD IN ITS THEN 'AS IS' CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED

5 **Early Buyout Option.** At its option beginning with the fourth (4th) month following the Rent Commencement Date, Lessee may purchase all of the Product in its then "as is" condition at its location when the option is exercised. Except for leases with Fair Market Value purchase options, the purchase price shall be determined from the referenced Early Buyout Schedule. The early buyout purchase price for leases with Fair Market Value purchase options shall be such that Lessor's projected yield from the lease shall be preserved

6 **Product Upgrade/Add On.** At its option but subject to Lessor's prior written consent, Lessee may enhance or upgrade those items covered under this Schedule by leasing additional or upgrade Product on a then currently marketed Lessor upgrade program. Such additional or upgrade equipment shall be scheduled on a new Product Schedule and Payment Agreement

7 **Upgrade Credit.** If this Schedule reflects an upgrade credit for Product to be returned by Lessee, Lessee agrees to return such Equipment within thirty (30) days of delivery and acceptance of the new Product acquired hereunder to Lessor's remarketing facility

8

By execution hereof, the signer certifies that s/he has read this agreement and that s/he is duly authorized to execute this agreement on behalf of Lessee

8 **Financing Statement.** Lessee hereby nominates and appoints Lessor as its attorney in-fact for the sole purpose of executing on Lessee's behalf financing statements (and any appropriate amendments thereto) under the provisions of the Uniform Commercial Code for protective purposes

Lessor **Hewlett-Packard Company**

By Judy Knudsen
Name Judy Knudsen

Title Financing Services Representative

Date 02/17/00



Lessee **FLEMING PACKAGING CORPORATION**

By Paul W. Blanton
Authorized Signature

Name PAUL W. BLANTON

Title CFO

Date 2/5/00

(second lessee authorization if needed)

By _____
Authorized Signature

Name _____

Title _____

Date _____

FCBU129902

Hewlett-Packard Addendum

Financing Agreement No 23447B

The following modifications have been made to the Hewlett Packard Financing Agreement and shall become part of and subject to its terms & conditions which, except as modified herein, remain unchanged and in full force and effect

Illinois Sale Buyback Addendum to HP Product Schedule & Payment Agreement

"Lessee's payment obligation shall include any Illinois State Retailers' Occupation Tax which is incurred on any Product acquired by Lessor from Vendor for lease to Lessee Lessee must specify whether such tax shall be included in the Amount to Finance or billed separately as a lump sum amount due at the commencement of Lessee's payment obligation "

Lessor Hewlett-Packard Company	
By	<i>Judy Knudson</i>
Name	Judy Knudson
Title	Financing Services Representative
Date	02/17/00

Lessee	PLEMING PACKAGING CORPORATION
By	<i>Paul W. Wagoner</i>
Name	Paul W. Wagoner
Title	CFO
Date	2/15/00



FRD129975



RADIUS SOLUTIONS INC
 Unit 4 South Building
 200 North Main Street
 East Longmeadow Mass 01028
 Telephone 413 525 9760
 Facsimile 413 525 5963

SALES INVOICE

Your Ref 23447B

Our Contact Chris Wood

Date 02/29/00
 Invoice No 2634
 Page 1

TO

Hewlett-Packard Company
 25 Northwest Point Blvd
 Elk Grove Village, IL 60007
 Attn: Judy Knudsen

DELIVER TO

Fleming Packaging Corp
 1028 S W. Adams Street
 Peoria, IL 61602

MAR 14 2000

807835

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE	VALUE
	PECAS & Third Party S/W Licenses			
PEC6400	PECAS Vision 1 20 - 10 Users - No Serial # Estimating Order Handling & Materials Standard Costing Scheduling	1	80000.00	80000.00
PEC6413	Shop Floor Data Capture - 3 Users - No Serial	1	35520.00	35520.00
PEC6431	Open Accounts - 2 Users - CD ROM Media Cd-ROM - No Serial Number	1	20664.00	20664.00
PGS001	Progress Workgroup Server - HP-UX License # 002789366/8.1C	10	175.00	1750.00
PGS01	Progress Personal Databases - PC-MS Windows License # 002789366/8.1C	2	215.00	430.00
PGS02	Progress ProVision - PC-MS Windows License # 002789367/8.1C	1	3980.00	3980.00
PGS032	Progress Client Netwtrking - PC-MS Windows License # 002789368/8.1C	8	105.00	840.00
PGS057	PECAS Thin Client Environment No Serial #	10	275.00	2750.00
	Terms: 10 Days Net			

Cont.



RADIUS SOLUTIONS INC
Unit 4 South Building
200 North Main Street
East Longmeadow Mass 01028
Telephone 413 525 9260
Facsimile 413 525 5963

SALES INVOICEYour Ref **23447B**Our Contact: **Chris Wood**Date **02/29/00**
Invoice No **2634**
Page **2**TO
Hewlett-Packard Company
25 Northwest Point Blvd
Elk Grove Village, IL 60007
Attn: Judy KnudsenDELIVER TO
Fleming Packaging Corp.
1028 S W. Adams Street
Peoria, IL 61602**807835**

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE	VALUE
	As Per Contract Dated Dec 23, 1999			
	Total			145934.00

E & O E

Hewlett-Packard

Financing Agreement No. 234472

CERTIFICATE OF DELIVERY & ACCEPTANCE

MAR 14 2000

The Undersigned Lessee hereby certifies as follows.

- (i) that all Product described in the referenced Financing Agreement provided by RADIUS SOLUTIONS, INC. (Vendor) has been delivered to and has been received by the Lessee,
- (ii) that all installation, if applicable, or other work necessary prior to the use of the Product, as mutually agreed upon, has been completed,
- (iii) that the Product has been examined by Lessee and is in good operating order and condition, and
- (iv) that Product is acceptable by the Lessee under the Financing Agreement.

In the event the Product fails to perform as expected or represented, Lessee will honor the Financing Agreement and continue to remit scheduled payments. Lessee will look solely to Vendor for the performance of all covenants and warranties. By execution hereof, the signer certifies that s/he has read this Certificate and that s/he is duly authorized to execute this Certificate on behalf of Lessee.

Lessee: FLEMING PACKAGING CORPORATION

BY:

[Signature]

(Authorized Signature)

Name:

Mr. W. J. [Signature]

Title

VP

Date: *3/14/00*

This Certificate of Delivery and Acceptance must be signed by Lessee and received by Lessor prior to payment of Vendor's invoice. Do not sign this certificate until all of the product has been delivered, installed and accepted.



Hewlett-Packard

Financing Agreement No 23447A

Product Schedule

& Payment Agreement - Page 1 of 2

Company information

Please use the full legal
name of your company

Tax Status
(attach documentation
if applicable)

Sales/Use tax

Personal property tax

Product Location
(if other than above)

Billing Address
(if other than above)

Full Legal Name FLEMING PACKAGING CORPORATIONStreet Address 1028 SW Adams Street 1114 S.W. ADAMS STCity PeoriaCounty PeoriaState ILZip Code 61602

Federal Tax ID # _____

Contact Paul WayvonPhone (309) 676-2121☒ Taxable☐ Direct Pay Permit☐ Tax exempt☐ Paid Upfront☐ Billed Upfront (financed)☒ Billed with each payment☐ Include in rate☒ Bill as additional☐ Lessee pays directly☐ Lessee is exemptStreet Address Same As Above

City _____

County _____

State _____

Zip Code _____

Street Address Same As Above

City _____

County _____

State _____

Zip Code _____

Contact _____

Phone _____

The section below is to be completed by your HP Sales team.

Our agreement includes

The items checked are
incorporated and by
this reference made a
part of this agreement

☒ Master Lease # MA 001988☐ First Year Support Coverage☒ Multi Year Support Coverage☐ Early Buyout Schedule dated _____☒ IL Sale Buyback Addendum☐ _____☐ _____☐ _____☐ _____

The product schedule

Please see the attached Quotation #807830 from radius Solutions dated 01/31/00 in the amount of \$47,462 75

Please attach
Equipment Quote
or complete this
Schedule

Net Price Hardware \$33,993 75

Net Price Software _____

Total Net Price Product \$33,993 75Total Net Price Product \$33,993 753 yrs maintenance \$13,469 00

Less Down Payments/Credits _____

Amount to Finance \$47,462 75

Lease payments

Term
(in months)36

Number of Payments

36

Payment Frequency

MonthlyPayment Amount
(plus applicable taxes)\$1544.44**HEWLETT
PACKARD**

FCBU129902

Hewlett-Packard

Product Schedule & Payment Agreement - Page 2 of 2

Financing Agreement No 23447A

6 This agreement
is for an

☒ HP Lease☐ HP Installment☐ HP Rental☐ HP Easy Rent

7

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3 Interest [Applicable only to Installment sales and leases with \$1.00 buy out options] The interest to be paid under this Schedule and Payment Agreement is

4 Purchase, Renewal, Return Options

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$$\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \times$$

$$\frac{\text{Original Monthly x 75\% Payment}}{\text{Original Monthly Payment}}$$

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Lessor Hewlett-Packard Company

By

Name

Title

Judy Knudson
Judy Knudson

Financing Services Representative

Date 02/17/00Lessee FLEMING PACKAGING CORPORATION

By

Name

Title

Date 2/15/00

(second lessee authorization, if needed)

By

Name

Title

Date



FCBU129902

Hewlett-Packard Addendum

Financing Agreement No 23447A

The following modifications have been made to the Hewlett Packard Financing Agreement and shall become part of and subject to its terms & conditions which, except as modified herein, remain unchanged and in full force and effect

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Lessor Hewlett-Packard Company
By Judy Knudsen
Name Judy Knudsen
Title Financing Services Representative Date 02/17/00

Lessee **FLEMING PACKAGING CORPORATION**
By [Signature]
Name Mike [Signature]
Title CEO Date 2/15/00



FRD129975



RADIUS SOLUTIONS INC
 Unit 4 South Building
 700 North Main Street
 East Longmeadow Mass 01028
 Telephone 413 525 9260
 Facsimile 413 525 5903

SALES INVOICE

Your Ref **23447A**Our Contact **Chris Wood**Date **03/21/00**Invoice No **2677**Page **1**

TO

DELIVER TO

Hewlett Packard Company
 Technology Finance
 20 Perimeter Summit Blvd
 Atlanta, GA 30319-1417
 Attn Michelle Young

Fleming Packaging Corp.
 1028 S W. Adams Street
 Peoria, IL 61602

807830

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE	VALUE
1HP00	<p>HP Hardware - Fleming Packaging - MARGIN ONLY</p> <p>HP Model D330 Server & 3 Years Support Serial Number US69538772 - Lease # 23447A Product Shipped To Fleming Packaging By SEM/ Gates Arrow</p> <p>Terms : 12 Days Net</p> <p style="text-align: right;">Total</p>	1	11362.64	<p>11362 64</p> <p>***** 11362 64 *****</p>

E & O E



SBM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

INVOICE NO 6109754
DATE 04/26/00

PAGE 1

PO BOX 70018
CHICAGO, IL 60673-0018

CRD

SOLD TO
ATTN ACCTS PAYABLE DEPT
HP/RADIUS
ATTN. MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319

SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST.
SUITE 401
CHICAGO, IL

Remit To
PO BOX 905078
CHARLOTTE, NC
28290-5078

60661

CUSTOMER ORDER NO
PO 1330 - REBILL

452

SALES ORDER NO	CUSTOMER NO	TC	DATE OF ORDER	BUYER	F.O.B.	TERMS
YC3744443 01	899633452	100	04/26/00	COLM	2-ORIGIN	NET 20 DAYS
BLSM #/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/c	04/26/00					
ITEM	QTY ORD	QTY SHP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
01	1	1	CCPO6-RAD/A3582A/R1	EA	25370.2500	25,370.25
			ST-HP			
			CREDIT & REBILL			
			PER ANGLE WILSON			
			BILLED WRONG ACCT			
			REF 899633452			
			INV 5471776			
			SHR BILLED TO			
			LEASING ACCT			
			HP LEASE #33471			
			REF P/C YC4346703			
			HP CONTACT MICHELLE			
			YOUNG			
			THANK YOU FOR YOUR BUSINESS			
			TAX			0.00
			HANDLING			0.00
			PAY THIS AMT			25,370.25

DE001

ALL QUANTITIES HAVE BEEN CHECKED TWICE ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION

YOUR COPY

THIS SHIPMENT IS MADE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO

PO BOX 905078
CHARLOTTE, NC
28290-5078

CUSTOMER NO 899633452
HP/RADIUS
INVOICE DATE 04/26/00
INVOICE NO: 6109754
CUSTOMER ORDER NO PO 1330 - REBILL

ORDER TOTAL 25,370.25
TAX 0.00
HANDLING 0.00
PAY THIS AMT 25,370.25



SBM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

PAGE 1

PO BOX 70018
CHICAGO, IL 60673-0018

CRD

INVOICE NO 6115943
DATE 04/26/00SOLD TO
ATTN ACCTS PAYABLE DEPT.
HP/RADIUS
ATTN MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST
SUITE 401
CHICAGO, IL 60661Remit To
PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER ORDER NO
PO 1330/REBILL

453

ALB ORDER NO	CUSTOMER NO	TC	DATE OF ORDER	BUYER	FOB	TERMS
YC3751205 01	899633452	100	04/17/00	N/A	2-ORIGIN	NET 20 DAYS
LSM IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHIP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
01	1	1	B3921CA/0BC CREDIT/REBILL PER WRONG ACCT. REF INV TO LEASING ACCT REF P/C-YC-4345301 NICHOLLE YOUNG	EA	244.9500	244.95
THANK YOU FOR YOUR BUSINESS						244.95
TAX						0.00
HANDLING						0.00
PAY THIS AMT						244.95

05001

ALL QUANTITIES HAVE BEEN CHECKED TWICE ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION

YOUR COPY

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO:

PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER NO 899633452
HP/RADIUS
INVOICE DATE 04/26/00
INVOICE NO 6115943
CUSTOMER ORDER NO PO 1330/REBILLORDER TOTAL 244.95
TAX 0.00
HANDLING 0.00PAY THIS AMT 244.95
MIDWESTERN SPRINT WIRE & CABLE



SEM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

INVOICE NO 6116570
DATE 04/26/00

PAGE 1

PO BOX 70018
CHICAGO, IL 60673-0018

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ATTN ACCTS PAYABLE DEPT.
HP/RADIUS
ATTN MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST
SUITE 401
CHICAGO, IL 60661Remit To
PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER ORDER NO
PO 1330/REBILL

454

ALLES ORDER NO	CUSTOMER NO	TC	DATE OF ORDER	BUYER	FOR	TERMS
YC3751452 01	899633452	100	04/18/00	COLM	2-ORIGIN	NET 20 DAYS
LSM IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHIP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
01	1	1	B7989AA HP-SERVE PER ANGIE WILSON BILLED MONTHLY REF INV 5470985 ACCT 899633452 TO LEASING ACCOUNT HP LEASE 7/31/97 REF P/C YC-4343801 HP LEASING CONTACT MICHELLE YOUNG	EA	0.0000	0.00
02	1	1	B3920E HP-PAWAP2 (047) HP-SERVE PER ANGIE WILSON BILLED MONTHLY REF INV 5470985 ACCT 899633452 TO LEASING ACCOUNT HP LEASE 7/31/97 REF P/C YC-4343801 HP LEASING CONTACT	EA	365.7000	365.70

00001

CONTINUED

ALL QUANTITIES HAVE BEEN CHECKED TWICE ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION.

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO

PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER NO 899633452
HP/RADIUS
INVOICE DATE: 04/26/00
INVOICE NO 6116570
CUSTOMER ORDER NO PO 1330/REBILL

CONTINUED

MAY-17-00 08 42 FROM GATES/ARROW



SBM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

INVOICE NO 6116570
DATE 04/26/00

PAGE 2

PO BOX 70018
CHICAGO, IL 60673-0018

CRD

SOLD TO
ATTN ACCTS PAYABLE DEPT
HP/RADIUS
ATTN- MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST
SUITE 401
CHICAGO, IL 60661Remit To
PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER ORDER NO
PO 1330/REBILL

455

INVOICE ORDER NO	CUSTOMER NO	TC	DATE OF ORDER	BUYER	PO #	TERMS
YC3751452 01	899633452	100	04/18/00	COLM	2-ORIGIN	NET 20 DAYS
SM IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHIP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
03	1	1	B3920EA/001 (INST. IGNITION SERVICE CREDIT & REBILL FOR ANGIE WILSON BILLED WRONG ACCT REF INV #40985-1021 899632805 TO LEASING ACCOUNT IN LEASE #23447A REF P/C TO 40985-1021 LEASING CONTACT AT THREE 10 MINS	EA	134.5500	134.55
THANK YOU FOR YOUR BUSINESS						500.25
TAX						0.00
HANDLING						0.00
PAY THIS AMT						500.25

06001

ALL QUANTITIES HAVE BEEN CHECKED TWICE ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO

PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER NO- 899633452
HP/RADIUS
INVOICE DATE. 04/26/00
INVOICE NO 6116570
CUSTOMER ORDER NO- PO 1330/REBILLORDER TOTAL 500.25
TAX 0.00
HANDLING 0.00PAY THIS AMT 500.25
MAY-17-00 11:10 AM FROM GATEWAY



SBM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

INVOICE NO 6116574
DATE 04/26/00

PAGE 1

PO BOX 70018
CHICAGO, IL 60673-0018

CRD

SOLD TO
ATTN ACCTS PAYABLE DEPT.
HP/RADIUS
ATTN: MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST.
SUITE 401
CHICAGO, IL 60661Remit To
PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER ORDER NO
PO 1330 REBILL

456

INLES ORDER NO	CUSTOMER NO	TC	DATE OF ORDER	BUYER	FOB	TERMS
YC3751655 01	899633452	100	04/18/00	COLM	2-ORIGIN	NET 20 DAYS
SM IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHIP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
05	1	1	B2491BA/3Y6 HP SUPPO PER ANGIE WILSON BILLED TO WRONG ACCT REF INV 5699770 S/H BEEN BILLED TO LEASING ACCT HP LEASING# 23447A REF P/C YC-4346304 H/P LEASING CONTACT. MICHELLE YOUNG	EA	1198.5300	1,198.53
06	1	1	A2997B/3Y6 HP SUPPO PER ANGIE WILSON BILLED TO WRONG ACCT REF INV 5699770 S/H BEEN BILLED TO LEASING ACCT HP LEASING# 23447A REF P/C YC-4346304 H/P LEASING CONTACT. MICHELLE YOUNG	EA	0.0000	0.00
CONTINUED						

OE001

ALL QUANTITIES HAVE BEEN CHECKED TWICE. ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY. NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION.

YOUR COPY

THIS SHIPMENT IS MADE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO:

CUSTOMER NO 899633452
HP/RADIUS
INVOICE DATE 04/26/00
INVOICE NO: 6116574
CUSTOMER ORDER NO: PO 1330 REBILLPO BOX 905078
CHARLOTTE, NC
28290-5078

CONTINUED



S&M - A GATES/ARROW COMPANY

DUPLICATE INVOICE

PAGE 2

PO BOX 70018
CHICAGO, IL 60673-0018

CRD

INVOICE NO 6116574
DATE 04/26/00SOLD TO
ATTN ACCTS PAYABLE DEPT.
HP/RADIUS
ATTN. MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST
SUITE 401
CHICAGO, IL 60661Remit To
PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER ORDER NO
PO 1330 REBILL

457

INVOICE ORDER NO	CUSTOMER NO	TC	DATE OF ORDER	BUYER	F.O.B	TERMS
YC3751655 01	899633452	100	04/18/00	COLM	2-ORIGIN	NET 20 DAYS
BL IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
07	1	1	B3921CA/3Y6 HP SUPPLY PER ANGIE WILSON BILLED TO LEASING ACCT REF INV 5699770 S/H BEEN BILLED TO LEASING ACCT. HP LEASING 2001A REF P/C YC-4346304 HP LEASING CONTACT MICHELLE YOUNG	EA	646.5300	646.53
THANK YOU FOR YOUR BUSINESS						1,845.06
TAX						0.00
HANDLING						0.00
PAY THIS AMT						1,845.06

05001

ALL QUANTITIES HAVE BEEN CHECKED TWICE ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO

PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER NO. 899633452
HP/RADIUS
INVOICE DATE 04/26/00
INVOICE NO. 6116574
CUSTOMER ORDER NO PO 1330 REBILLORDER TOTAL 1,845.06
TAX 0.00
HANDLING 0.00

PAY THIS AMT 1,845.06

MODERN SETTING INK-4 CH ADI 00-11-JHE



SEM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

INVOICE NO 6116575
DATE 04/26/00

PAGE 1

PO BOX 70018
CHICAGO, IL 60673-0018

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ATTN ACCTS PAYABLE DEPT.
HP/RADIUS
ATTN. MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST
SUITE 401
CHICAGO, IL 60661Remit To
PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER ORDER NO
PO 1330 REBILL

458

KEY ORDER NO	CUSTOMER NO	YC	DATE OF ORDER	BUYER	POB	TERMS
YC3751655 02	899633452	100	04/18/00	COLM	2-ORIGIN	NET 20 DAYS
SM IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHIP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
01			A3582A/3Y6 HP-50PPB PER ANGLE WILSON BILLED TO WRONG ACCT REF INV. 5699770 S/H BEEN BILLED TO LEASING ACCT HP P/C YC-4346304 H/P LEASING CONTACT. MICHELLE YOUNG	EA	4360.1100	4,360.11
02			A3337A/3Y6 HP-50PPB PER ANGLE WILSON BILLED TO WRONG ACCT REF INV. 5699770 S/H BEEN BILLED TO LEASING ACCT HP P/C YC-4346304 H/P LEASING CONTACT. MICHELLE YOUNG	EA	3088.4400	3,088.44
CONTINUED						

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FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO

CUSTOMER NO 899633452
HP/RADIUS
INVOICE DATE. 04/26/00
INVOICE NO 6116575
CUSTOMER ORDER NO. PO 1330 REBILLPO BOX 905078
CHARLOTTE, NC
28290-5078

CONTINUED



SBM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

PAGE 2

PO BOX 70018
CHICAGO, IL 60673-0018

CRD

INVOICE NO 6116575
DATE 04/26/00SOLD TO
ATTN ACCTS PAYABLE DEPT.
HP/RADIUS
ATTN: MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST
SUITE 401
CHICAGO, ILRemit To
PO BOX 905078
CHARLOTTE, NC
28290-5078

60661

CUSTOMER ORDER NO
PO 1330 REBILL

459

INVOICE ORDER NO.	CUSTOMER NO	TC	DATE OF ORDER	BUYER	FOB	TERMS
YC3751655 02	899633452	100	04/18/00	COLM	2-ORIGIN	NET 20 DAYS
SM. IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHIP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
02	1	1	A3578A/054 HP-SUPPO PER ANGIE WILSON BILLED TO WRONG ACCT REF INV 5699770 S/H BEEN BILLED TO LEASING ACCT HP LEASING# 23447A REF P/C YC-4346304 H/P LEASING CONTACT MICHELLE YOUNG	EA	262 2000	262 20
04	1	1	HP-SUPPO PER ANGIE WILSON BILLED TO WRONG ACCT REF INV 5699770 S/H BEEN BILLED TO LEASING ACCT HP LEASING# 23447A REF P/C YC-4346304 H/P LEASING CONTACT MICHELLE YOUNG	EA	0.0000	0.00
CONTINUED						

OE601

ALL QUANTITIES HAVE BEEN CHECKED TWICE ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION.

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THIS SHIPMENT IS MADE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE HEREOF

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO:

CUSTOMER NO: 899633452
HP/RADIUS
INVOICE DATE: 04/26/00
INVOICE NO: 6116575
CUSTOMER ORDER NO PO 1330 REBILLPO BOX 905078
CHARLOTTE, NC
28290-5078

CONTINUED



SEM - A GATES/ARROW COMPANY

DUPLICATE INVOICE

PAGE 3

PO BOX 70018
CHICAGO, IL 60673-0018

CRD

INVOICE NO 6116575
DATE 04/26/00SOLD TO
ATTN ACCTS PAYABLE DEPT.
HP/RADIUS
ATTN: MICHELLE SHEPARD
20 PERIMETER SUMMIT BLVD
ATLANTA GA 30319 30319SHIP TO
RADIUS SOLUTIONS
224 DES PLAINES ST
SUITE 401
CHICAGO, IL 60661Remit To:
PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER ORDER NO
PO 1330 REBILL

460

ALLES ORDER NO	CUSTOMER NO	T/C	DATE OF ORDER	BUYER	F.O.B.	TERMS
YC3751655 02	899633452	100	04/18/00	COLM	2-ORIGIN	NET 20 DAYS
SM IN/OUT	DATE SHIPPED	SHIPPED VIA	CONTRACT NO	PRIORITY RATING		
7/C	04/26/00					
ITEM	QTY ORD	QTY SHIP	PRODUCT DESCRIPTION	PER	UNIT PRICE	TOTAL
			THANK YOU FOR YOUR BUSINESS			7,710.75
			TAX			0.00
			HANDLING			0.00
			PAY THIS AMT			7,710.75

08001

ALL QUANTITIES HAVE BEEN CHECKED TWICE ALL CLAIMS FOR SHORTAGES MUST BE MADE WITHIN 10 DAYS
FROM DELIVERY NO RETURNS WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO

PO BOX 905078
CHARLOTTE, NC
28290-5078CUSTOMER NO: 899633452
HP/RADIUS
INVOICE DATE: 04/26/00
INVOICE NO. 6116575
CUSTOMER ORDER NO: PO 1330 REBILLORDER TOTAL 7,710.75
TAX 0.00
HANDLING 0.00PAY THIS AMT 7,710.75
MAY 1 1900

Hewlett-Packard
CERTIFICATE OF DELIVERY & ACCEPTANCE

Financing Agreement No.23447A

H. Fleming

The Undersigned Lessee hereby certifies as follows.

- (i) that all Product described in the referenced Financing Agreement provided by **RADIUS SOLUTIONS, INC (Vendor)** has been delivered to and has been received by the Lessee
- (ii) that all installation, if applicable, or other work necessary prior to the use of the Product, as mutually agreed upon has been completed;
- (iii) that the Product has been examined by Lessee and is in good operating order and condition; and
- (iv) that Product is acceptable by the Lessee under the Financing Agreement.

In the event the Product fails to perform as expected or represented, Lessee will honor the Financing Agreement and continue to remit scheduled payments. Lessee will look solely to Vendor for the performance of all covenants and warranties. By execution hereof the signer certifies that s/he has read this Certificate and that s/he is duly authorized to execute this Certificate on behalf of Lessee.

Lessee: **FLEMING PACKAGING CORPORATION**
BY *[Signature]*
Name **PAUL J. FLEMING** (Authorized Signature)
Title **CFO** Date **3/27/00**

This Certificate of Delivery and Acceptance must be signed by Lessee and received by Lessor prior to payment of Vendor's invoice. Do not sign this certificate until all of the product has been delivered, installed and accepted.

