



Audubon Park Co.

FAX No. (970) 345-2067

Drawer W • Akron, CO 80720-0540 • 970-345-2063

Members Of:

Wild Bird Feeding Institute
Nat'l. Food Brokers Ass'n.
Produce Marketing Ass'n.
California Grocers Ass'n.
Nat'l. Lawn & Garden Dist. Ass'n.
American Hardware Mfg. Ass'n.
ABC - Always Buy Colorado

April 22, 2003

Office of the Clerk of the Bankruptcy Court
Caleb Boggs Federal Courthouse
844 King Street
Room 2112
Wilmington, DE 19801

Subject: Reclamation Claim/Case #03-110945(MFW)

Attached is the reclamation claim we sent to Fleming headquarters. At the time we sent this claim, we did not have this notice from the court; therefore, we did not have a Case number or an address for the court. The reclamation claim was as follows:

Demand is hereby made upon you pursuant to Uniform Commercial Code 2-702 and U.S. Bankruptcy Code 546 for the return of all goods consisting of wild bird food products received during the applicable periods referred to in the above-cited section and specifically described in the enclosed schedule.

Please contact Mr. Wayne Dreher in our office to make arrangements for the return of the goods. You can call him at 1-970-345-2063 or 1-800-826-4179, fax him at 1-970-345-2067 or E-mail him at wdreher@audubonpark.com.

In light of your recent bankruptcy filing, you are furthered notified that all goods subject to Audubon Park Company's right of reclamation should be protected and segregated by you and are not to be used for any purpose whatsoever except those specifically authorized following notice and a hearing by the Bankruptcy Court.

Sincerely,
AUDUBON PARK COMPANY

Stephen H. Harding
President



"Our Business is for the Birds"®



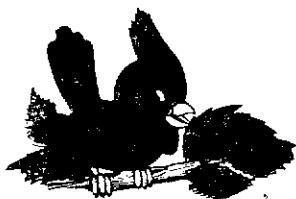


AUDUBON PARK COMPANY
DRAWER W
AKRON, CO 80720
VENDOR: #401372

DIVISION	INVOICE	#INVOICE	PO#	AMOUNT	DELIVERY DATE
Tulsa	65280	3/27/03	997217	\$13101.06	
Lubbock	64973	3/17/03	993319	\$ 3277.12	3/18/03
Southaven	65069	3/20/03	995266	\$ 7378.00	
Lincoln	65023	3/18/03	674752-LI	\$ 3459.68	3/18/03
Garland	64977	3/17/03	392064-GA	\$ 3689.84	3/18/03
Goodlettsville	64944	3/14/03	997738	\$ 4178.66	3/18/03
Miami	65247	3/26/03	995780-MM	\$ 3447.50	
Superior	65367	3/31/03	709375	\$ 4002.25	4/01/03
West Sacramento	65138	3/24/03	048184-SC	\$ 4294.29	3/24/03
West Sacramento	65160	3/24/03	121993-SC	\$ 1953.49	3/24/03

Two invoices were paid and then checks were stopped on them and funds were withdrawn from our bank account. Those invoices were:

Tulsa	64771	3/09/03	996565	\$15233.88	3/10/03
La Crosse	64904	3/13/03	701765	\$ 6150.30	3/14/03



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California Grocers Ass'n.
Nat'l. Lawn & Garden Dist. Ass'n.
American Hardware Mfg. Ass'n.
ABC - Always Buy Colorado

FILE COPY

April 17, 2003

Fleming Companies, Inc.
Peter S. Willmott, President
1945 Lakepointe Drive
P.O. Box 299013
Lewisville, TX 75029

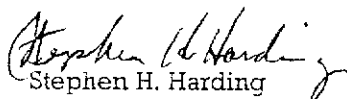
Subject: Reclamation Claim

Demand is hereby made upon you pursuant to Uniform Commercial Code 2-702 and U.S. Bankruptcy Code 546 for the return of all goods consisting of wild bird food products received during the applicable periods referred to in the above-cited section and specifically described in the enclosed schedule.

Please contact Mr. Wayne Dreher in our office to make arrangements for the return of the goods. You can call him at 1-970-345-2063 or 1-800-826-4179, fax him at 1-970-345-2067 or E-mail him at wdreher@audubonpark.com.

In light of your recent bankruptcy filing, you are furthered notified that all goods subject to Audubon Park Company's right of reclamation should be protected and segregated by you and are not to be used for any purpose whatsoever except those specifically authorized following notice and a hearing by the Bankruptcy Court.

Sincerely,
AUDUBON PARK COMPANY


Stephen H. Harding
President

CC: Fleming Companies
Corporate Offices
Accounting Manager
P.O. Box 268959
Oklahoma City, OK 73126-8959

Dennis Jennisch
Produce Sales Manager
Garland Division
2600 McCree Road
Garland, TX 75041



"Our Business is for the Birds"®





Audubon Park Co.

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Members Of:

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Produce Marketing Ass'n.
California Grocers Ass'n.
Natl. Lawn & Garden Dist. Ass'n.
American Hardware Mfg. Ass'n.
ABC - Always Buy Colorado

Page 2

Mike Cioppa
Produce Sales Manager
LaCrosse Division
1637 St. James Street
LaCrosse, WI. 54602-1957

Dan Spini
Produce Sales Manager
Lincoln Division
1601 Pioneer Blvd.
Lincoln, NE. 68502

James Stubblefield
Produce Sales Manager
Lubbock Division
408 E. 50th Street
Lubbock, TX. 79404

Terry Sellers
Produce Sales Manager.
Memphis Division
2929 Stateline Road
Southaven, MS. 38671

Walter Perez
Produce Sales Manager
Miami Division
3400 N.W. 74th Avenue
Miami, FL. 33122

Scott George
Produce Sales Manager
Nashville Division
500 S. Cartwright Street
Goodlettsville, TN. 37072

Rick McFeeters.
Produce Sales Manager
Tulsa Division
420 S. 145th East Avenue
Tulsa, OK. 74108

Al Blanton
Produce Sales Manager
Superior Division
1 Gateway Court
Superior, WI. 54880



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American Hardware Mfg. Ass'n.
ABC - Always Buy Colorado

Page 3

Jeff Schroeder
Produce Sales Manager
Sacramento Division
4276 Tracy Blvd.
Tracy, CA. 95376



"Our Business is for the Birds"®





AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number -
Date - 03/27/03
Customer - 402:
Brn/Plt - Al
Related PO -
Order Nbr - 38411
Invoice - 652001

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - TULSA, OK DIVISION
420 S 145 EAST AVENUE
TULSA OK 74108

ARNOLD *

Request Date 03/28/03 Customer P.O. 997217 Ship : TRUCK/FREIGHT PREPAID
Inst : 03/28/03 4AM (KATHY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	4/10# BIRCH C-1 WBF 56/PLT/BARRIER/VIT & MIN	BIR0410C1 MAP/01		9.4800		
		Net Price	CA S	112.000	9.4800	1,061.76
				Per CA		
	3/10# BIRCH SUNFLOWER 35/PLT/BARRIER	BIR0310SF MAP/01		11.3100		
		Net Price	CA S	70.000	11.3100	791.70
				Per CA		
	20# BIRCH C-1 WBF 112/PLT/MOISTURE	BIR20C1 MOIS/01		4.3500		
		Net Price	EA S	112.000	4.3500	487.20
				Per EA		
	8/5# AUDUBON CRITTER CRUNCH 35/PLT/BARRIER	AUD0805CRITTER MAP/01		15.5200		
		Net Price	CA S	56.000	15.5200	869.12
				Per CA		
	8/5# AUD PREMIUM NO WASTE 49/PLT/BARRIER	AUD0805NOW MAP/01		18.4000		
		Net Price	CA S	49.000	18.4000	901.60
				Per CA		
	8/5# BEST YET M-1 WBF 56/PLT/BARRIER	BEY0805M1 MAP/01		9.4400		
		Net Price	CA S	112.000	9.4400	1,057.28
				Per CA		
	4/10# BEST YET M-1 WBF 56/PLT/BARRIER	BEY0410M1 MAP/01		8.8000		
		Net Price	CA S	112.000	8.8000	985.60
				Per CA		

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.42%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE @ 18% ANNUAL.



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number -
Date - 03/27/0
Customer - 4022
Brn/Plt - AL
Related PO -
Order Nbr - 38451 S
Invoice - 65280 R

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - TULSA, OK DIVISION
420 S 145 EAST AVENUE
TULSA OK 74108

ARNOLD *

Request Date Customer P.O.
03/28/03 997217

Ship : TRUCK/FREIGHT PREPAID
Inst : 03/28/03 4AM (KATHY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
6/5#	BEST YET SUNFLOWER	BEY0605SF MAP/01		11.1600		
	49/PLT/BARRIER					
		Net Price	CA S	147.000	11.1600	1,640.52
				Per CA		
20#	BEST YET M-1 WBF	BEY20M1/01		3.8800		
	112/PLT					
		Net Price	EA S	112.000	3.8800	464.56
				Per EA		
8/5#	AUDUBON FRUIT & NUT MIX	AUD0805FRUITNUT MAP/01		15.1200		
	42/PLT/BARRIER					
		Net Price	CA S	49.000	15.1200	740.88
				Per CA		
	Price Discount	PROMOTIONAL ALLOWANCE SPE CA		29.4000-	29.40-	
				Per CA		
5/7#	NAT.ELEG.CARDINAL SUPREME	NAE0507CARDSUPREME MAP/01		19.4000		
	42/PLT/BARRIER					
		Net Price	CA S	56.000	19.4000	1,086.40
				Per CA		
5/7#	NAT.ELEG.FRUITFUL HARVEST	NAE0507FRUITHARV MAP/01		25.8500		
	56/PLT/BARRIER					
		Net Price	CA S	56.000	25.8500	1,447.80
				Per CA		
4/10#	BIRCH F-1 WBF	BIR0410F1 MAP/01		9.6800		
	56/PLT/BARRIER/VIT & MIN					
		Net Price	CA S	168.000	9.6800	1,626.24
				Per CA		
					Total Order	

Terms 2% 10, NET 30 DAYS

Net Due Date 04/26/03

12,101.06

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 18%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

Discount Available

262.01

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof; if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM

SHIPPING POINT

AUBURN PARK

AKRON

CB 50720

ORDER NUMBER

CUSTOMER NUMBER

CUSTOMER PURCHASE ORDER

ORDER DATE

SHIPMENT DATE

38451

40221

997217

03/24/03

03/26/03

DRIVER

CAR OR VEHICLE I.D. NUMBER

TRUCK BROKER

41218 TRANSPORT SERVICE INC

TARA BIVINS

6720/87134

CONSIGNEE
TO:

FLEMING - TULSA, OK DIVISION
420 S 143 EAST AVENUE
TULSA OK 74108

SHIPPING INSTRUCTIONS:
DELIVERY APPT REQUIRED

918 4396820

TRUCK/FREIGHT PREPARED

03/28/03 4AM (SAT-4H)

ORDER

COMMENTS:

B/L

COMMENTS:

SEAL:

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.000	112.000	BIR041001 XAP/01	4/10# BIRCH D-1 WBF 007018782110 1	40.0000	4480.0000
70.000	70.000	BIR0310SF XAP/01	3/10# BIRCH SUNFLOWER & 007018782710 3	30.0000	2100.0000
112.000	112.000	BIR2001 MOIS/01	20# BIRCH D-1 WBF 007018753320 2	20.0000	2240.0000
56.000	56.000	AUD0805CRITTER XAP/01	3/5# AUDUBON CRITTER CRUNCH 007018784195 6	40.0000	2240.0000
49.000	49.000	AUD0805NDX XAP/01	8/5# AUD PREMIUM NO WASTE 007018785545 3	40.0000	1960.0000
112.000	112.000	BEY0605X1 XAP/01	8/5# BEST YET X-1 WBF 004218741720 2	40.0000	4480.0000
112.000	112.000	BEY0410X1 XAP/01	4/10# BEST YET X-1 WBF 004218741722 6	40.0000	4480.0000
147.000	147.000	BEY0605SF XAP/01	6/5# BEST YET SUNFLOWER 004218741721 9	30.0000	4410.0000
112.000	112.000	BEY20X1/01	20# BEST YET X-1 WBF 004218741723 3	20.0000	2240.0000
49.000	49.000	AUD0805FRUITNUT XAP/01	3/5# AUDUBON FRUIT & NUT MIX 007018785515 1	40.0000	1960.0000
56.000	56.000	NAE0507CARDSUPREME XAP/01	5/7# NAT.ELEG.CARDINAL SUPREME 007018784502 2	35.0000	1960.0000
56.000	56.000	NAE0507FRUITHARV XAP/01	5/7# NAT.ELEG.FRUITFUL HARVEST 007018784501 5	35.0000	1960.0000
168.000	168.000	BIR0410F1 XAP/01	4/10# BIRCH F-1 WBF 007018782115 6	40.0000	6720.0000

TOTAL

TOTAL

1211.000

1211.000

TOTAL

41230.0000

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.

UNLOAD /
DRIVER ASSIST

TOTAL DUES: 1275.7500

CARRIER
FRANCO

Shipper, Per

Agent, Per



AUDUBON PARK CO.
DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number -
Date - 03/17/03
Customer - 4021
Brn/Plt - AI
Related PO -
Order Nbr - 38216
Invoice - 54973

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - LUBBOCK, TX
5824 ELM AVENUE
LUBBOCK TX 79404

SOUTHERN LOGISTICS

Request Date 03/18/03 Customer P.O. 993319
Ship : TRUCK/FREIGHT PREPAID
Inst : 03/18/03 5AM (RANDY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	20# BEST YET M-1 WBF 112/PLT	BEI20M1/01		4.1800		
		Net Price	EA 5	784.000	4.1800	3,277.12
				Per EA		

Total Order

Terms 2% 10, NET 30 DAYS Net Due Date 04/16/03
3,277.12
Discount Available 65.54
IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.5%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (BYS ANNUAL)

SHIPPING ORDER

PAGE

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation service to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER	ORDER DATE	SHIPMENT DATE
38215	40221	983319	03/05/03	

TO: FLEMING - LUBBOCK, TX
5824 ELM AVENUE
LUBBOCK TX 79404

SHIPPING INSTRUCTIONS:
DELIVERY APPT. REQUIRED

806 7653682

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				

100-443887-100

TOTAL	TOTAL	This material is an exempt commodity. The	PENALTIES FOR	TOTAL
794,000	794,000			15,000,000

15,000.00

**UNLOAD/
DRIVER ASSIST**

Agent, Per _____

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM

AUDUBON PARK

SHIPPING POINT

AKRON

CD 80720

ORDER NUMBER

38216

CUSTOMER NUMBER

40221

CUSTOMER PURCHASE ORDER

993319

ORDER DATE

03/05/03

SHIPMENT DATE

03/14/03

DRIVER

CAR OR VEHICLE I.D. NUMBER

TRUCK BROKER

MIKE'S TRANSPORT SERVICE INC

FRANCISCO BARRON

8196/211747

CONSIGNEE
TO:

FLEMING - LUBBOCK, TX
5824 ELM AVENUE
LUBBOCK TX 79404

SHIPPING INSTRUCTIONS:

DELIVERY APPT REQUIRED

806 7653682

TRUCK/FREIGHT PREPAID

03/18/03 6AM (RANDY)

ORDER

COMMENTS:

B/L

COMMENTS:

SEAL:

QUANTITY

ITEM NUMBER

ITEM DESCRIPTION

WT. PER
UNIT

WEIGHT

ORDERED

SHIPPED

784.000

784.000

BEY20M1/01

20# BEST YET M-1 WBF
004218741723 3

20.0000

15680.0000

TOTAL

TOTAL

784.000

784.000

TOTAL

15680.0000

Permanent Post Office address of Shipper:

AUDUBON PARK
DRAWER #
AKRON CD 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.

UNLOAD /
DRIVER ASSIST

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's" or "shipper's" weight.

CARRIER
SOUTHERN LOGISTICS

Shipper, Per

Agent, Per

TOTAL CUBE:

522.1440



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/20/01
Customer - 402:
Brn/Plt - Ai
Related PO -
Order Nbr - 38237
Invoice - 55009

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - MEMPHIS DIV, SOUTHAVEN, MS
8690 TULAE ROAD
OUR VENDOR #401372
SOUTHAVEN MS 38571

TOTAL

Request Date
03/20/03

Customer P.O.
995256

Ship : TRUCK/FREIGHT PREPAID *
Inst : 03/24/03 4AM-10AM FCFS (LISA)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	8/5# AUDUBON CRITTER CRUNCH 35/PLT/BARRIER	AUD0805CRITTER MAP/01		16.1400		
		Net Price	CA S	21.000	16.1400	338.94
				Per CA		
	8/5# AUDUBON WILD FINCH MIX 49/PLT/BARRIER	AUD0805FINW MAP/01		22.3000		
		Net Price	CA S	21.000	22.3000	468.30
				Per CA		
	8/5# BEST YET M-1 WBF 56/PLT/BARRIER	BET0805M1 MAP/01		9.9800		
		Net Price	CA S	392.000	9.9800	3,912.16
				Per CA		
	4/10# BEST YET M-1 WBF 56/PLT/BARRIER	BET0410M1 MAP/01		9.3400		
		Net Price	CA S	112.000	9.3400	1,046.08
				Per CA		
	6/5# BEST YET SUNFLOWER 49/PLT/BARRIER	BEY0605SF MAP/01		11.7000		
		Net Price	CA S	98.000	11.7000	1,146.60
				Per CA		
	20# BEST YET M-1 WBF 112/PLT	BEY20M1/01		4.1600		
		Net Price	EA S	112.000	4.1600	465.92
				Per EA		

Total Order

Terms 2% 10, NET 30 DAYS

Net Due Date 04/19/03

2,378.00

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.12%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

Discount Available

147.56

SHIPPING UPDATES

ORDER	DATE	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
1	10/10/2010	100	1000	100000	100000
2	10/10/2010	100	1000	100000	100000
3	10/10/2010	100	1000	100000	100000
4	10/10/2010	100	1000	100000	100000
5	10/10/2010	100	1000	100000	100000
6	10/10/2010	100	1000	100000	100000
7	10/10/2010	100	1000	100000	100000
8	10/10/2010	100	1000	100000	100000
9	10/10/2010	100	1000	100000	100000
10	10/10/2010	100	1000	100000	100000
11	10/10/2010	100	1000	100000	100000
12	10/10/2010	100	1000	100000	100000
13	10/10/2010	100	1000	100000	100000
14	10/10/2010	100	1000	100000	100000
15	10/10/2010	100	1000	100000	100000
16	10/10/2010	100	1000	100000	100000
17	10/10/2010	100	1000	100000	100000
18	10/10/2010	100	1000	100000	100000
19	10/10/2010	100	1000	100000	100000
20	10/10/2010	100	1000	100000	100000
21	10/10/2010	100	1000	100000	100000
22	10/10/2010	100	1000	100000	100000
23	10/10/2010	100	1000	100000	100000
24	10/10/2010	100	1000	100000	100000
25	10/10/2010	100	1000	100000	100000
26	10/10/2010	100	1000	100000	100000
27	10/10/2010	100	1000	100000	100000
28	10/10/2010	100	1000	100000	100000
29	10/10/2010	100	1000	100000	100000
30	10/10/2010	100	1000	100000	100000
31	10/10/2010	100	1000	100000	100000
32	10/10/2010	100	1000	100000	100000
33	10/10/2010	100	1000	100000	100000
34	10/10/2010	100	1000	100000	100000
35	10/10/2010	100	1000	100000	100000
36	10/10/2010	100	1000	100000	100000
37	10/10/2010	100	1000	100000	100000
38	10/10/2010	100	1000	100000	100000
39	10/10/2010	100	1000	100000	100000
40	10/10/2010	100	1000	100000	100000
41	10/10/2010	100	1000	100000	100000
42	10/10/2010	100	1000	100000	100000
43	10/10/2010	100	1000	100000	100000
44	10/10/2010	100	1000	100000	100000
45	10/10/2010	100	1000	100000	100000
46	10/10/2010	100	1000	100000	100000
47	10/10/2010	100	1000	100000	100000
48	10/10/2010	100	1000	100000	100000
49	10/10/2010	100	1000	100000	100000
50	10/10/2010	100	1000	100000	100000
51	10/10/2010	100	1000	100000	100000
52	10/10/2010	100	1000	100000	100000
53	10/10/2010	100	1000	100000	100000
54	10/10/2010	100	1000	100000	100000
55					

756-0000 756-0600 ALDRISON PAKK DRIVER 1 AKR000 CO 00720	This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rates.	PENALTIES FOR LATE/MISSED APPTS. UNLOAD / DRIVER ASSIST	FORM Z7070,0000
--	--	---	----------------------------

CARRIER TOTAL: Shipper For: [Signature] TOTAL CODE: 715.788

TOTAL CUBE: 715.708:

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM SHIPPING POINT

AUDUBON PARK

AKRON

00 80720

ORDER NUMBER

CUSTOMER NUMBER

CUSTOMER PURCHASE ORDER

ORDER DATE

SHIPMENT DATE

38237

40221

995266

03/07/03

03/19/03

DRIVER

CAR OR VEHICLE I.D. NUMBER

TRUCK BROKER

NANEY'S BROKERAGE INC

ROBERT FINLEY

542458/53131

TO:

FLEMING - MEMPHIS DIV, SOUTHAVEN, MS

8690 TULAE ROAD

OUR VENDOR #401372

SOUTHAVEN MS 38671

SHIPPING INSTRUCTIONS:

DELIVERY APPT REQUIRED

662

3424158

TRUCK/FREIGHT PREPAID

03/24/03 4AM-10AM FCFS (LISA)

ORDER

B/L

COMMENTS:

COMMENTS:

SEAL:

QUANTITY

ITEM NUMBER

ITEM DESCRIPTION

WT. PER UNIT

WEIGHT

ORDERED SHIPPED

21.000

21.000

AUD0805CRITTER MAP/01

8/5# AUDUBON CRITTER CRUNCH

40.0000

840.0000

21.000

21.000

AUD0805FINW MAP/01

8/5# AUDUBON WILD FINCH MIX

40.0000

840.0000

392.000

392.000

BEY0805M1 MAP/01

8/5# BEST YET M-1 WBF

40.0000

15680.0000

112.000

112.000

BEY0410M1 MAP/01

4/10# BEST YET M-1 WBF

40.0000

4480.0000

98.000

98.000

BEY0605SF MAP/01

6/5# BEST YET SUNFLOWER

30.0000

2940.0000

112.000

112.000

BEY20M1/01

20# BEST YET M-1 WBF

20.0000

2240.0000

TOTAL

TOTAL

756.000

756.000

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.

27020.0000

UNLOAD /
DRIVER ASSIST

AUDUBON PARK
DRAWER #
AKRON 00 80720

Shipper, Per

Agent, Per

TOTAL CUBE: 715.0080

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
TOTAL



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number -
Date - 03/18/03
Customer - 002
Brn/Plt - A
Related PO -
Order Nbr - 30285
Invoice - 65023

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - LINCOLN, NE
1601 PIONEER BLVD
P O BOX 82809
LINCOLN NE 68501

WH

Request Date Customer P.O.
03/21/03 674752-LI

Ship : TRUCK/FREIGHT PREPAID
Inst : 03/18/03 4AM (CHRIS)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	4/10# BEST YET PREM M-2 WBF 56/PLT/BARRIER	BYP0410M2 MAP/01		13.4000		
		Net Price	CA S	56.000	13.4000	750.40
				Per CA		
	8/5# BEST YET M-1 WBF 56/PLT/BARRIER	BET0805M1 MAP/01		10.0400		
		Net Price	CA S	56.000	10.0400	562.24
				Per CA		
	6/5# BEST YET SUNFLOWER 49/PLT/BARRIER	BET0605SF MAP/01		11.7600		
		Net Price	CA S	98.000	11.7600	1,152.48
				Per CA		
	4/10# BEST YET M-1 WBF 56/PLT/BARRIER	BET0410M1 MAP/01		9.4000		
		Net Price	CA S	56.000	9.4000	526.40
				Per CA		
	20# BEST YET M-1 WBF 112/PLT	BET20M1/01		4.1800		
		Net Price	EA S	112.000	4.1800	468.16
				Per EA		

Total Order

Terms EX 10, NET 30 DAYS

Net Due Date 04/17/03

3,459.68

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.5%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

Discount Available

69.16

STRAIGHT BILL OF LADING—SHORT FORM—Not Negotiable

466540

SHIPPING ORDER

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM AUDUBON PARK		SHIPPING POINT AKRON CO 20720	
ORDER NUMBER 72255	CUSTOMER NUMBER 40201	CUSTOMER PURCHASE ORDER 674752-1	ORDER DATE 03/10/03
TRUCK BROKER MAY'S TRANSPORT SERVICE INC		DRIVER JOEL MALLATT	CAR OR VEHICLE I.D. NUMBER 451611-2079
CONSIGNEE TO: FLEMING - LINCOLN, NE 1001 PIONEER BLVD P O BOX 82809 LINCOLN NE 68501		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 402 4755019 TRUCK/FREIGHT PREPAID 1 03/10/03 1AM (ONRIS)	
ORDER COMMENTS:		S/L COMMENTS: SEAL:	

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
56.000	56.000	BYF0410X2 MAP/01	4/10# BEST YET PREM M-2 WBF 004218741712 5	40.0000	2240.0000
56.000	56.000	BEY0805M1 MAP/01	8/5# BEST YET M-1 WBF 004218741720 2	40.0000	2240.0000
98.000	98.000	BEY06055F MAP/01	8/5# BEST YET SUNFLOWER 004218741721 3	30.0000	2940.0000
56.000	56.000	BEY0410M1 MAP/01	4/10# BEST YET M-1 WBF 004218741722 5	40.0000	2240.0000
112.000	112.000	BEV20M1/01	20# BEST YET M-1 WBF 004218741723 5	20.0000	2240.0000
TOTAL	TOTAL				11900.0000

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR LATE/MISSED APPTS.

UNLOAD / DRIVER ASSIST

Permanent Post Office address of Shipper:

AUDUBON PARK
LAWRENCE
AKRON CO 20720

If the shipment moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

TAXES

Shipper, Per

Agent, Per

TOTAL DUBE: 150.0000

STRAIGHT BILL OF LADING—SHORT FORM—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM		SHIPPING POINT	
AUDUBON PARK		AKRON CO 30720	
ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER	ORDER DATE
36255	40221	674752-11	07/10/03
TRUCK BROKER		DRIVER	CAR OR VEHICLE I.D. NUMBER
MIKE'S TRANSPORT SERVICE INC		JOEL WALLETT	4216/1-9079
TO:		SHIPPING INSTRUCTIONS:	
FLEMING - LINCOLN, NE		DELIVERY APPT REQUIRED	
1601 PIONEER BLVD		402 4755019	
P O BOX 82809		TRUCK/FREIGHT PREPAID	
LINCOLN NE 68501		1 03/18/03 4AM (CHRIS)	
ORDER	B/L		
COMMENTS:	COMMENTS:		
SEAL:			

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
56.000	56.000	BYP0410M2 MAP/01	4/10# BEST YET PREM M-2 WBF 004218741719 6	40.0000	2240.0000
56.000	56.000	BEY0805M1 MAP/01	6/5# BEST YET M-1 WBF 004218741720 2	40.0000	2240.0000
98.000	98.000	BEY0605SF MAP/01	6/5# BEST YET SUNFLOWER 004218741721 9	30.0000	2940.0000
56.000	56.000	BEY0410M1 MAP/01	4/10# BEST YET M-1 WBF 004218741722 6	40.0000	2240.0000
112.000	112.000	BEY20M1/01	20# BEST YET M-1 WBF 004218741723 3	20.0000	2240.0000

TOTAL		This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.	PENALTIES FOR LATE/MISSED APPTS.	TOTAL	
378.000	378.000			11900.0000	
Permanent Post Office address of Shipper:					
AUDUBON PARK DRAWER N AKRON CO 30720			UNLOAD / DRIVER ASSIST		

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is 'carriers or shipper's weight.'"

CARRIER

BY

Shipper, Per

Agent, Per

TOTAL CUBE:

150.9390



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/17/03
Customer - 4022
Brn/Plt - AL
Related PO -
Order Nbr - 3828 S
Invoice - 6497 R

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - GARLAND WAREHOUSE, TX
2600 MCCREE ROAD
GARLAND TX 75041

SOUTHERN LOGISTICS

Request Date 03/24/03 Customer P.O. 392064-GA Ship : TRUCK/FREIGHT PREPAID *
Inst : 03/19/03 BPM (LILA)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
8/5#	BEST YET M-1 WBF	BEY0805M1 MAP/01		10.0400		
	56/PLT/BARRIER					
		Net Price	CA S	112.000	10.0400	1,124.48
				Per CA		
6/5#	BEST YET SUNFLOWER	BEY0605SF MAP/01		11.7600		
	49/PLT/BARRIER					
		Net Price	CA S	49.000	11.7600	576.24
				Per CA		
4/10#	BEST YET M-1 WBF	BEY0410M1 MAP/01		9.4000		
	56/PLT/BARRIER					
		Net Price	CA S	112.000	9.4000	1,052.80
				Per CA		
20#	BEST YET M-1 WBF	BEY20M1/01		4.1800		
	112/PLT					
		Net Price	EA S	224.000	4.1800	936.32
				Per EA		

Total Order

Terms 2% 10, NET 30 DAYS

Net Due Date 04/16/03

3,689.94

Discount Available

73.80

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.2%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (thereby) agrees to deliver to another carrier on its route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time entered on the date hereof, if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the Uniform Freight Classification and are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM AUDUBON PARK		SHIPPING POINT AKRON		CO: 80720		3/18/03		8Pm	
ORDER NUMBER 3E258	CUSTOMER NUMBER 40221	CUSTOMER PURCHASE ORDER 392064-5A		ORDER DATE 03/10/03		SHIPMENT DATE 03/18/03			
TRUCK BROKER MIKE'S TRANSPORT SERVICE INC		DRIVER FRANCISCO BARRON		CAR OR VEHICLE I.D. NUMBER 8126/211767					
CONSIGNEE TO: FLEMING - GARLAND WAREHOUSE, TX 2600 MCCREE ROAD GARLAND TX 75041		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 972 8404435							
ORDER COMMENTS:		TRUCK/FREIGHT PREPAID 03/19/03 3PM (LILA)							
		B/L COMMENTS:							
		SEAL:							

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.000	112.000	BEY0805M1 MAP/01	3/5# BEST YET M-1 WBF	40.0000	4480.000
49.000	49.000	BEY0605SF MAP/01	004218741720 2	30.0000	1470.000
112.000	112.000	BEY0410M1 MAP/01	6/5# BEST YET SUNFLOWER	40.0000	4480.000
224.000	224.000	BEY20M1/01	004218741721 9	20.0000	4480.000
			4/10# BEST YET M-1 WBF		
			004218741722 6		
			20# BEST YET M-1 WBF		
			004218741723 3		

#488

g. Dando

Wayne R. B.

3/18/03

TOTAL 197.000	TOTAL 197.000	This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rates.	PENALTIES FOR LATE/MISSED APPTS.	TOTAL 14910.000
Permanent Post Office address of Shipper: AUDUBON PARK AKRON CO 80720			UNLOAD / DRIVER ASSIST	

When the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is "carrier's or shipper's weight."

CARRIER
SOUTHERN LOGISTICS

Shipper, Per

Agent, Per

TOTAL CUBE:

-18.1570

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM AUDUBON PARK		SHIPPING POINT AKRON CO 80720	
ORDER NUMBER 38258	CUSTOMER NUMBER 40221	CUSTOMER PURCHASE ORDER 392064-6A	ORDER DATE 03/10/03
TRUCK BROKER MIKE'S TRANSPORT SERVICE INC		DRIVER FRANCISCO BARRON	CAR OR VEHICLE I.D. NUMBER 8196/211767
CONSIGNEE TO: FLEMING - GARLAND WAREHOUSE, TX 2600 MCCREE ROAD GARLAND TX 75041		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 972 8404435	
ORDER COMMENTS:		TRUCK/FREIGHT PREPAID 1 03/19/03 8PM (LILA)	
B/L COMMENTS:		SEAL:	

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.000	112.000	BEY0805M1 MAP/01	8/5# BEST YET M-1 WBF 004218741720 2	40.0000	4480.0000
49.000	49.000	BEY06055F MAP/01	6/5# BEST YET SUNFLOWER 004218741721 9	30.0000	1470.0000
112.000	112.000	BEY0410M1 MAP/01	4/10# BEST YET M-1 WBF 004218741722 6	40.0000	4480.0000
224.000	224.000	BEY20M1/01	20# BEST YET M-1 WBF 004218741723 3	20.0000	4480.0000

TOTAL 497.000	TOTAL 497.000	This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.	PENALTIES FOR LATE/MISSED APPTS.	TOTAL 14910.0000
Permanent Post Office address of Shipper: AUDUBON PARK DRAWER 4 AKRON CO 80720			UNLOAD / DRIVER ASSIST	

*The shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
SOUTHERN LOGISTICS

Shipper, Per *[Signature]*

TOTAL CUBE: **418.2170**

Agent, Per *[Signature]*



AUDUBON PARK CO.
DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/14/03
Customer - 402
Brn/Plt - AI
Related PO -
Order Nbr - 38289
Invoice - 64244

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - GOODLETTSVILLE, TN
PRIMARY WAREHOUSE
500 SOUTH CARTWRIGHT STREET
GOODLETTSVILLE TN 37072

CHORPENING

Request Date 03/20/03 Customer P.O. 997738 Ship : TRUCK/FREIGHT PREPAID *
Inst : 03/18/03 5AM (KRISSEY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
8/5#	AUDUBON CRITTER CRUNCH	AUD0805CRITTER MAP/01		16.8400		
35/PLT/BARRIER						
	Net Price	CA S	30.000	16.8400	505.20	Y
				Per CA		
8/5#	BEST YET M-1 WBF	BEY0805M1 MAP/01		10.7600		
56/PLT/BARRIER						
	Net Price	CA S	56.000	10.7600	602.56	Y
				Per CA		
4/10#	BEST YET M-1 WBF	BEY0410M1 MAP/01		10.0800		
56/PLT/BARRIER						
	Net Price	CA S	56.000	10.0800	564.48	Y
				Per CA		
6/5#	BEST YET SUNFLOWER	BEY0605SF MAP/01		12.3000		
49/PLT/BARRIER						
	Net Price	CA S	49.000	12.3000	602.70	Y
				Per CA		
4/10#	BEST YET PREM M-2 WBF	BYPO410M2 MAP/01		14.1200		
56/PLT/BARRIER						
	Net Price	CA S	56.000	14.1200	790.72	Y
				Per CA		
12/2#	AUDUBON FINCH MIX	AUD1202FIN/01		15.0000		
70/PLT						
	Net Price	CA S	35.000	15.0000	525.00	Y
				Per CA		
5/10#	AUDUBON RABBIT PELLETS	AUD0510RBT/01		12.4500		
42/PLT						
	Net Price	CA S	10.000	12.4500	124.50	Y
				Per CA		

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1 1/2%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).



AUDUBON PARK CO.
DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number -
Date - 03/14/03
Customer - 402
Brn/Plt - A
Related PO -
Order Nbr - 38289
Invoice - 64944

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - GOODLETTSVILLE, TN
PRIMARY WAREHOUSE
500 SOUTH CARTWRIGHT STREET
GOODLETTSVILLE TN 37072

CHORPENING

Request Date 03/20/03 Customer P.O. 997738 Ship : TRUCK/FREIGHT PREPAID *
Inst : 03/18/03 5AM (KRISSY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	40# BIRCH C-1 WBF 50/PLT	BIR40C1 MOIS/01		9.2700		
		Net Price	EA S	50.000	9.2700	463.50
				Per EA		

Total Order

Terms 2% 10, NET 30 DAYS

Net Due Date 04/13/03

4,178.66

Discount Available

83.56

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1 1/2%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

STRAIGHT BILL OF LADING

RECEIVED, subject to the class

FORM—ORIGINAL—Not Negotiable

in effect on the date of the issue of this Original Bill of Lading.

The property described below, in apparent order, was noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "car" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route; or, if not, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time, that every service or performance hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

PAGE

SHIPPING ORDER

FROM
AUDUBON PARK

SHIPPING POINT
AKRON CO 80720

ORDER NUMBER 38239	CUSTOMER NUMBER 40221	CUSTOMER PURCHASE ORDER 997738	ORDER DATE 03/11/03	SHIPMENT DATE 03/13/03
TRUCK BROKER NANCY'S BROKERAGE INC		DRIVER DAVE WHITAKER	CAR OR VEHICLE I.D. NUMBER 333/334	

CONSIGNEE TO: FLEMING - GOODLETTSVILLE, TN PRIMARY WAREHOUSE 500 SOUTH CARTWRIGHT STREET GOODLETTSVILLE TN 37072	SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 6:15 8598287
ORDER COMMENTS: D-3	TRUCK/FREIGHT PREPAID 1 03/18/03 JAN (KRISSY)
B/L COMMENTS:	
SEAL:	

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
30.000	30.000	AUD0805CRITTER MAP/01	8/5# AUDUBON CRITTER CRUNCH 007018784195 6	40.0000	1200.000
36.000	36.000	BEY0805M1 MAP/01	8/5# BEST YET M-1 WBF 004218741720 2	40.0000	2240.000
36.000	36.000	BEY0410M1 MAP/01	4/10# BEST YET M-1 WBF 004218741722 6	40.0000	2240.000
49.000	49.000	BEY0605SF MAP/01	6/5# BEST YET SUNFLOWER 004218741721 7	30.0000	1470.000
36.000	36.000	BYP0410M2 MAP/01	4/10# BEST YET PREM M-1 WBF 004218741719 5	40.0000	2240.000
35.000	35.000	AUD1202FIN/01	12/2# AUDUBON FINCH MIX 007018758302 3	24.0000	840.000
10.000	10.000	AUD0510RB7/01	5/10# AUDUBON RABBIT PELLETS 007018741970 4	50.0000	500.000
50.000	50.000	BIR4001 RB7B/01	40# BIRCH C-1 WBF 007018753340 0	40.0000	2000.000

3-18-03

Relo 342 cases

Paul R.

TOTAL 342.000	TOTAL 342.000	This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.	PENALTIES FOR LATE/MISSED APPTS.	TOTAL 12750.000
Permanent Post Office address of Shipper: AUDUBON PARK AKRON CO 80720			UNLOAD / DRIVER ASSIST	

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
CHARGES

Shipper, Per

Agent, Per

TOTAL CUBE: 154.0000

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM AUDUBON PARK		SHIPPING POINT AKRON CO 80720	
ORDER NUMBER 38289	CUSTOMER NUMBER 40221	CUSTOMER PURCHASE ORDER 997738	ORDER DATE 03/11/03
TRUCK BROKER NANCY'S BROKERAGE INC		DRIVER DAVE WHITAKER	CAR OR VEHICLE I.D. NUMBER 337/334
CONSIGNEE TO: FLEMING - GOODLETTSVILLE, TN PRIMARY WAREHOUSE 500 SOUTH CARTWRIGHT STREET GOODLETTSVILLE TN 37072		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 615 8598287 TRUCK/FREIGHT PREPAID * 03/18/03 5AM (KRISBY)	
ORDER COMMENTS:		B/L COMMENTS: SEAL:	

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
30.000	30.000	AUD0805CRITTER MAP/01	8/5# AUDUBON CRITTER CRUNCH 007018784195 6	40.0000	1200.0000
56.000	56.000	BEY0805M1 MAP/01	8/5# BEST YET M-1 WBF 004218741720 2	40.0000	2240.0000
56.000	56.000	BEY0410M1 MAP/01	4/10# BEST YET M-1 WBF 004218741722 6	40.0000	2240.0000
49.000	49.000	BEY0605SF MAP/01	6/5# BEST YET SUNFLOWER 004218741721 9	30.0000	1470.0000
56.000	56.000	BYP0410M2 MAP/01	4/10# BEST YET PREM X-2 WBF 004218741719 6	40.0000	2240.0000
35.000	35.000	AUD1202FIN/01	12/2# AUDUBON FINCH MIX 007018758302 3	24.0000	840.0000
10.000	10.000	AUD0510RB7/01	5/10# AUDUBON RABBIT PELLETS 007018741970 4	50.0000	500.0000
50.000	50.000	BIR40C1 MOIS/01	40# BIRCH C-1 WBF 007018753340 0	40.0000	2000.0000
TOTAL	TOTAL				
342.000	342.000				

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.

UNLOAD /
DRIVER ASSIST

TOTAL
12730.0000

Permanent Post Office address of Shipper.

AUDUBON PARK
DRAWER #
AKRON CO 80720

Shipper, Per

Agent, Per

TOTAL CUBE: 354.0630

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight."

CARRIER
CHARGES



AUDUBON PARK CO.
DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/26/03
Customer - 4021
Brn/Plt - AI
Related PO -
Order Nbr - 38386
Invoice - 65247

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - MIAMI, FL
3555 NORTHWEST 77TH AVENUE
OUR VENDOR #401372
MIAMI FL 33122

FTC

Request Date 03/29/03 Customer P.O. 995780-MM Ship : TRUCK/FREIGHT PREPAID *
Inst : 03/31/03 7AM-12PM FCFs (OLGA)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
8/5#	BEST YET M-1 WBF	BET0805M1 MAP/01		10.7600		
	56/PLT/BARRIER					
		Net Price	CA S	112.000	10.7600	1,205.12
					Per CA	
6/5#	BEST YET SUNFLOWER	BET0605SF MAP/01		12.3000		
	49/PLT/BARRIER					
		Net Price	CA S	49.000	12.3000	602.70
					Per CA	
4/10#	BEST YET M-1 WBF	BET0410M1 MAP/01		10.0800		
	56/PLT/BARRIER					
		Net Price	CA S	112.000	10.0800	1,128.96
					Per CA	
20#	BEST YET M-1 WBF	BEY20M1/01		4.5600		
	112/PLT					
		Net Price	EA S	112.000	4.5600	510.72
					Per EA	

Total Order

Terms 2% 10, NET 30 DAYS Net Due Date 04/25/03

3,447.50

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.2% PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

Discount Available 68.84

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route; otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interest in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof; if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM HUNTER PARK		SHIPPING POINT AKRON CO 80720		
ORDER NUMBER 78376	CUSTOMER NUMBER 40221	CUSTOMER PURCHASE ORDER 998788-22	ORDER DATE 03/19/03	SHIPMENT DATE 03/25/03
TRUCK BROKER KING'S TRANSPORT SERVICE INC		DRIVER JOHN EDVINGTON	CAR OR VEHICLE I.D. NUMBER 1862/9703	
CONSIGNEE TO: FLEMING - MIAMI, FL 3555 NORTHWEST 77TH AVENUE COR VENDOR #401572 MIAMI FL 33122		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 305 5936354 TRUCK/FREIGHT PREPAID 1 03/31/03 7AM-12PM FCFB (DLGA)		
ORDER COMMENTS:		B/L COMMENTS: SEAL:		

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.000	112.000	BEV0805X1 MAP/01	8/5# BEST YET M-1 WBF 004218741720 2	40.0000	4480.0000
49.000	49.000	BEV0605SF MAP/01	8/5# BEST YET SUNFLOWER 004218741721 9	30.0000	1470.0000
112.000	112.000	BEV0410X1 MAP/01	4/10# BEST YET M-1 WBF 004218741722 6	40.0000	4480.0000
112.000	112.000	BEV20X1/01	20# BEST YET M-1 WBF 004218741723 3	20.0000	2240.0000
TOTAL					12670.0000

Permanent Post Office address of Shipper:
HUNTER PARK
AKRON CO 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR LATE/MISSED APPTS.
UNLOAD / DRIVER ASSIST

If the shipment moves between two ports by a carrier by water, the law requires that this bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER

Shipper, Per

Agent, Per

TOTAL DUES:

145.3650

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any portion of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM AUBURN PARK		SHIPPING POINT ARROW		CC 80720	
ORDER NUMBER 38396	CUSTOMER NUMBER 40221	CUSTOMER PURCHASE ORDER 995780-KY	ORDER DATE 03/19/03	SHIPMENT DATE 03/25/03	
TRUCK BROKER MIKE'S TRANSPORT SERVICE INC		DRIVER JOHN COVINGTON	CAR OR VEHICLE I.D. NUMBER 186219703		
CONSIGNEE TO: FLEMING - MIAMI, FL 3885 NORTHWEST 77TH AVENUE OUR VENDOR #401372 MIAMI, FL 33122		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 305 5936354 TRUCK/FREIGHT PREPAID * 03/31/03 7AM-12PM PDPS (DLGA)			
ORDER COMMENTS:		B/L COMMENTS: SEAL:			

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.0000	112.0000	BEY0805X1 MAP/01	8/5# BEST YET X-1 WBF 004218741720 2	40.0000	4480.0000
49.0000	49.0000	BEY0605SF MAP/01	4/5# BEST YET SUNFLOWER 004218741721 9	30.0000	1470.0000
112.0000	112.0000	BEY0410X1 MAP/01	4/10# BEST YET X-1 WBF 004218741722 6	40.0000	4480.0000
112.0000	112.0000	BEY20M1/01	20# BEST YET X-1 WBF 004218741723 5	20.0000	2240.0000

TOTAL 385.0000	TOTAL 385.0000	This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.	PENALTIES FOR LATE/MISSED APPTS.	TOTAL 12670.0000
Permanent Post Office address of Shipper: AUBURN PARK BROKER & ARROW CC 80720			UNLOAD / DRIVER ASSIST	

If the shipment moves between two ports by a carrier by water, the law requires that this bill of lading shall state whether this is "carrier's or shipper's weight."

SHIPPER: *P. Vaughan*
 AGENT: *[Signature]*
 TOTAL DUES: 345.0000



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/11/04
Customer - 4021
Brn/Plt - Al
Related PO -
Order Nbr - 38451
Invoice - 65371

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - SUPERIOR, WI
1 GATEWAY COURT
SUPERIOR WI 54880

WH

Request Date 04/04/03
Customer P.O. 709375

Ship : TRUCK/FREIGHT PREPAID *
Inst : 04/04/03 9AM (ERIC)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
4/10#	BIRCH C-1 WHF	BIR0410C1 MAP/01		10.3600		
56/PLT/BARRIER/VIT & MIN						
	Net Price	CA S	112.000	10.3600	1,160.32	Y
				Per CA		
6/5#	BIRCH SUNFLOWER	BIR0605SF MAP/01		12.0100		
49/PLT/BARRIER						
	Net Price	CA S	98.000	12.0100	1,176.98	Y
				Per CA		
8/10#	BIRCH SUNFLOWER	BIR0310SF MAP/01		12.0900		
35/PLT/BARRIER						
	Net Price	CA S	35.000	12.0900	422.15	Y
				Per CA		
9/5#	AUD PREMIUM NO WASTE	AUD0805NOW MAP/01		19.3200		
49/PLT/BARRIER						
	Net Price	CA S	35.000	19.3200	676.20	Y
				Per CA		
10/4#	AUDUBON CRACKED CORN	AUD1004CORNCR MAP/01		10.1000		
42/PLT/BARRIER						
	Net Price	CA S	56.000	10.1000	565.60	Y
				Per CA		

Total Order

Terms 2% 10, NET 30 DAYS

Net Due Date 04/30/03

4,002.35

Discount Available

90.04

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1 1/2%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (15% ANNUAL).

04/17/2003 09:22 FAX

1.02/08
003

RECEIVED, subject to the classifications and terms in effect on the date of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination. It is on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of and or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification of part if this is a motor carrier shipment.

Shipper hereby certifies that it is familiar with all the terms and conditions of the said Bill of Lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for removal and filing.

The truck driver is an independent contractor and is not acting as the shipper's agent. The driver has arranged with the carrier at departure of the transportation service to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to act actively in the transportation of the property.

FROM AUDUBON PARK		SHIPPING POINT AKRON CO 80720	
SHIPPER'S REFERENCE 38425	CONSIGNEE'S REFERENCE 40221	CARRIER'S PROPOSED CHARGE 709375	DATE OF BILL 03/24/03
TRUCK BROKER CH ROBINSON COMPANY INC		DATE OF BILL 03/21/03	CAR OR VEHICLE LICENSE NUMBER 4207/8846
TO: FLEXING - SUPERIOR, WI 1 SATEWAY COURT SUPERIOR WI 54880		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 715 3941722 TRUCK/FREIGHT PREPAID 3 04/04/03 9AM (ERIC)	

ORDER
COMMENTS:B/L
COMMENTS:

SEAL:

WH 468632

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.000	112.000	BIR0410C1 MAP/01	4/10# BIRCH C-1 MBF	40.0000	4480.0000
98.000	98.000	BIR0603SF MAP/01	007018782110 1	30.0000	2940.0000
35.000	35.000	BIR0310SF MAP/01	6/5# BIRCH SUNFLOWER	30.0000	1050.0000
35.000	35.000	AUD0805NOM MAP/01	007018782705 9	40.0000	1400.0000
56.000	56.000	AUD1004CORNER MAP/01	3/10# BIRCH SUNFLOWER	40.0000	2240.0000
			007018782710 3		
			8/5# AUD PREMIUM NO WASTE		
			007018785545 8		
			10/4# AUDUBON CRACKED CORN		
			007018784194 9		

336

4-4-03

SEAL
0028219Seal to TAIL
4-4-03TOTAL
336.000 336.000

Remarks: First Office Address of Shipper:

AUDUBON PARK
DRAWER X
AKRON CO 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.TOTAL
12110.0000UNLOAD /
DRIVER ASSIST

If the shipment is made between two ports by a carrier by water, the law requires that the bill of lading shall be signed by the carrier or its agent.

CARRIER
AK

Shipper For

Agent For

TOTAL CUBE: 374.9400

APR 17 2003 12:12

PAGE 02

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM
AUDUBON PARK

AKRON

SHIPPING POINT
CO 80720

ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER	ORDER DATE	SHIPMENT DATE
38435	40221	709375	03/24/03	03/31/03

TRUCK BROKER
CH ROBINSON COMPANY INC

DRIVER

DON BOHN

CAR OR VEHICLE I.D. NUMBER

420718846

CONSIGNEE
TO:FLEMING - SUPERIOR, WI
1 GATEWAY COURT
SUPERIOR WI 54880SHIPPING INSTRUCTIONS:
DELIVERY APPT REQUIRED

715 3941722

TRUCK/FREIGHT PREPAID

* 04/04/03 9AM (ERIC)

ORDER

COMMENTS:

B/L

COMMENTS:

SEAL:

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.000	112.000	BIR0410C1 MAP/01	4/10# BIRCH C-1 WBF 007018782110 1	40.0000	4480.0000
98.000	98.000	BIR0605SF MAP/01	6/5# BIRCH SUNFLOWER 007018782705 9	30.0000	2940.0000
35.000	35.000	BIR0310SF MAP/01	3/10# BIRCH SUNFLOWER 007018782710 3	30.0000	1050.0000
35.000	35.000	AUD0805NDW MAP/01	8/5# AUD PREMIUM NO WASTE 007018785545 8	40.0000	1400.0000
56.000	56.000	AUD1004CORNCR MAP/01	10/4# AUDUBON CRACKED CORN 007018784194 9	40.0000	2240.0000

TOTAL	TOTAL
336.000	336.000

Permanent Post Office Address of Shipper:

AUDUBON PARK
DRAWER 4
AKRON CO 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.TOTAL
12110.0000UNLOAD /
DRIVER ASSIST

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
JH

Shipper, Per

Agent, Per

TOTAL CUBE: 394.9400



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number -
Date - 03/24/03
Customer - 759
Brn/Plt - AI
Related PO -
Order Nbr - 38200
Invoice - 65181

Sold To: FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691

Ship To: FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691

DC TRANSPORTATION

Request Date 03/21/03 Customer P.O. 048184-SC Ship : TRUCK/FREIGHT PREPAID
Inst : 03/25/03 7AM (MICHELLE)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
8/5#	PRETTY BOY B-1 WBF	PRB0805B1/01		7.7000		
56/PLT						
	Net Price	CA S	56.000	7.7000	431.20	
				Per CA		
4/10#	PRETTY BOY B-1 WBF	PRB0410B1/01		7.6500		
56/PLT						
	Net Price	CA S	336.000	7.6500	2,570.40	
				Per CA		
2/20#	PRETTY BOY B-1 WBF	PRB0220B1/01		7.6000		
56/PLT						
	Net Price	CA S	112.000	7.6000	851.20	
				Per CA		
5/5#	PRETTY BOY SUNFLOWER	PRB0605SF/01		9.0100		
49/PLT						
	Net Price	CA S	49.000	9.0100	441.49	
				Per CA		

Total Order

Terms 2% 10, NET 30 DAYS

Net Due Date 04/23/03

4,294.29

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 14.42%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL)

Discount Available

85.88

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

SHIPPING ORDER

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

The property described below, in apparent good order except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, then to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time intervening on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

PAGE 1

FROM AUDUBON PARK		SHIPPING POINT AKRON CO 30720	
ORDER NUMBER 38270	CUSTOMER NUMBER 47597	CUSTOMER PURCHASE ORDER 048184-SC	ORDER DATE 03/11/03
TRUCK BROKER MIKE'S TRANSPORT SERVICE INC		DRIVER LEONID TOVPEKO	CAR OR VEHICLE I.D. NUMBER 56/804

CONSIGNEE

TO:
FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691

SHIPPING INSTRUCTIONS:
DELIVERY APPT REQUIRED

916 3734239

TRUCK/FREIGHT PREPAID

03/25/03 7AM (MICHELLE)

ORDER

COMMENTS:

B/L

COMMENTS:

SEAL:

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
56.000	56.000	PRB0805B1/01	8/5# PRETTY BOY B-1 WBF	40.0000	2240.0000
336.000	336.000	PRB0410B1/01	007018741105 0	40.0000	13440.0000
112.000	112.000	PRB0220B1/01	4/10# PRETTY BOY B-1 WBF	40.0000	4480.0000
49.000	49.000	PRB0605SF/01	007018741110 4	30.0000	1470.0000
			2/20# PRETTY BOY B-1 WBF		
			007018741120 3		
			8/5# PRETTY BOY SUNFLOWER		
			007018741705 2		

Truckee Inspection Station

MAR 22 2003

State of California
Department of Food & Agriculture

TOTAL 553.0000
TOTAL 553.0000

Permanent Post Office address of Shipper.

AUDUBON PARK
DRAWER 4
AKRON CO 30720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.

UNLOAD /
DRIVER ASSIST

TOTAL 21630.0000

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
DC TRANSPORTATION

Shipper, Per

Agent, Per

TOTAL CUBE: 530.3730

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM AUDUBON PARK SHIPPING POINT
AKRON CO 80720

ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER	ORDER DATE	SHIPMENT DATE
38270	47597	04B184-SC	03/11/03	03/21/03

TRUCK BROKER
MIKE'S TRANSPORT SERVICE INC

DRIVER

LEONID TOVPEKO

CAR OR VEHICLE I.D. NUMBER

56/804

CONSIGNEE
TO:

FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691

SHIPPING INSTRUCTIONS:
DELIVERY APPT REQUIRED

916 3734239

TRUCK/FREIGHT PREPAID

03/25/03 7AM (MICHELLE)

ORDER

COMMENTS:

B/L

COMMENTS:

SEAL:

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
56.000	56.000	PRB0805B1/01	8/5# PRETTY BOY B-1 WBF 007018741105 0	40.0000	2240.0000
336.000	336.000	PRB0410B1/01	4/10# PRETTY BOY B-1 WBF 007018741110 4	40.0000	13440.0000
112.000	112.000	PRB0220B1/01	2/20# PRETTY BOY B-1 WBF 007018741120 3	40.0000	4480.0000
49.000	49.000	PRB06055F/01	6/5# PRETTY BOY SUNFLOWER 007018741705 2	30.0000	1470.0000

TOTAL	TOTAL
553.000	553.000

Permanent Use: Office address of Shipper.

AUDUBON PARK
DRAWER #
AKRON CO 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.

UNLOAD /
DRIVER ASSIST

TOTAL 21630.0000

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is the carrier's or shipper's weight."

CARRIER
CO TRANSPORTATION

Shipper, Per

Agent, Per

TOTAL CUBE: 530.8730



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/14/03
Customer - 4759
Brn/Plt - AL
Related PO -
Order Nbr - 38466 S
Invoice - 55100 R

Sold To: FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691

Ship To: FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691

DC TRANSPORTATION

Request Date 03/31/03
Customer P.O. 121993-SC

Ship : TRUCK/FREIGHT PREPAID
Inst : 03/25/03 7AM (MICHELLE)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	8/5# PRETTY BOY B-1 WBF 56/PLT	PRB0805B1/01		7.7000		
		Net Price	CA S 112.000	7.7000	862.40	
				Per CA		
	Price Discount	PROMOTIONAL ALLOWANCE WBF CA		201.6000-	201.60-	
				Per CA		
	2/20# PRETTY BOY B-1 WBF 56/PLT	PRB0220B1/01		7.6000		
		Net Price	CA S 112.000	7.6000	851.20	
				Per CA		
	6/5# PRETTY BOY SUNFLOWER 49/PLT	PRB0605SF/01		9.0100		
		Net Price	CA S 49.000	9.0100	441.49	
				Per CA		

Total Order

Terms 2% 10, NET 30 DAYS

Net Due Date 04/23/03

1,953.49

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.42%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

Discount Available

39.07

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

SHIPPING ORDER

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

The property described below, in apparent good order, except as noted (contents and condition of contents: packages unknown), marked, consigned, and destined, as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property, under the contract) agrees to carry to its usual place of delivery at said destination, if on its route; or to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interest in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

PAGE 1

FROM
AUDUBON PARK

SHIPPING POINT

AKRON

CO 80720

ORDER NUMBER

CUSTOMER NUMBER

CUSTOMER PURCHASE ORDER

ORDER DATE

SHIPMENT DATE

38406

47597

121993-SC

03/19/03

03/21/03

TRUCK BROKER

DRIVER

CAR OR VEHICLE I.D. NUMBER

MIKE'S TRANSPORT SERVICE INC

LEONID TOVPEKO

56/804

CONSIGNEE

TO:

FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691

SHIPPING INSTRUCTIONS:
DELIVERY APPT REQUIRED

916 3734239

TRUCK/FREIGHT PREPAID

03/25/03 7AM (MICHELLE)

ORDER

COMMENTS:

B/E

COMMENTS:

SEAL:

QUANTITY

ORDERED

SHIPPED

ITEM NUMBER

ITEM DESCRIPTION

WT. PER UNIT

WEIGHT

112.000

112.000

PRB080581/01

8/5# PRETTY BOY B-1 WBF

40.0000

4480.0000

112.000

112.000

PRB022081/01

007018741105 0

2/20# PRETTY BOY B-1 WBF

40.0000

4480.0000

49.000

49.000

PRB06055F/01

007018741120 3

6/5# PRETTY BOY SUNFLOWER 1

30.0000

1470.0000

007018741705 2

Truckee Inspection Station

MAR 22 2003

State of California
Department of Food & Agriculture

TOTAL

TOTAL

273.000

273.000

Permanently Post Office address of Shipper.

AUDUBON PARK

DRAWER 4

AKRON CO 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.

UNLOAD /
DRIVER ASSIST

TOTAL 10430.0000

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
BY TRANSPORTATION

Shipper, Per

Agent, Per

Tanner / Cavan

Leonid TOVPEKO

TOTAL CUBE:

269.3720

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM
AUDUBON PARK

AKRON

SHIPPING POINT
CO 80720

ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER	ORDER DATE	SHIPMENT DATE
38406	47597	121993-SC	03/19/03	03/21/03

TRUCK BROKER
MIKE'S TRANSPORT SERVICE INC

DRIVER

LEONID TOVPEKO

CAR OR VEHICLE I.D. NUMBER

56/B04

CONSIGNEE
TO:FLEMING - WEST SACRAMENTO, CA
3771 CHANNEL DRIVE
WEST SACRAMENTO CA 95691SHIPPING INSTRUCTIONS:
DELIVERY APPT REQUIRED

916 3734239

TRUCK/FREIGHT PREPAID

03/25/03 7AM (MICHELLE)

ORDER

B/L

COMMENTS:

COMMENTS:

SEAL:

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
112.000	112.000	PRB0805B1/01	8/5# PRETTY BOY B-1 WBF 007018741105 0	40.0000	4480.0000
112.000	112.000	PRB0220B1/01	2/20# PRETTY BOY B-1 WBF 007018741120 3	40.0000	4480.0000
49.000	49.000	PRB0605SF/01	6/5# PRETTY BOY SUNFLOWER 4 007018741705 2	30.0000	1470.0000

TOTAL	TOTAL
273.000	273.000

Permanent Post Office address of Shipper.

AUDUBON PARK
DRAWER W
AKRON CO 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR
LATE/MISSED APPTS.TOTAL
10430.0000UNLOAD /
DRIVER ASSIST

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
CO TRANSPORTATION

Shipper, Per

Agent, Per

TOTAL CUBE:

269.3730



AUDUBON PARK CO.

DRAWER W

AKRON, COLORADO 80720

Phone (970) 345-2063

Fax (970) 345-2067

INVOICE

Page Number-

Date

03/09/

Customer

402

Brn/Plt

A

Related PO

Order Nbr

38163

Invoice

64771

Sold To: FLEMING - PARENT
PO BOX 24750
OKLAHOMA CITY OK 73124

Ship To: FLEMING - TULSA, OK DIVISION
420 S 145 EAST AVENUE
TULSA OK 74108

METRO XPRESS

Request Date
03/10/03

Customer P.O.
996565

Ship : TRUCK/FREIGHT PREPAID

Inst : 03/10/03 4AM-BAMFCFS (KATHY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	2/20# BIRCH C-1 WHF 36/PLT/BARRIER	BIR0220C1 MAP/01		9.1500		
		Net Price	CA 8	280.000	9.1500	2,564.80
				Per CA		
	4/10# BIRCH C-1 WHF 36/PLT/BARRIER/VIT & MIN	BIR0410C1 MAP/01		9.4800		
		Net Price	CA 8	112.000	9.4800	1,061.76
				Per CA		
	6/5# BIRCH SUNFLOWER 48/PLT/BARRIER	BIR0605SF MAP/01		11.1600		
		Net Price	CA 8	98.000	11.1600	1,093.68
				Per CA		
	3/10# BIRCH SUNFLOWER 35/PLT/BARRIER	BIR0310SF MAP/01		11.3100		
		Net Price	CA 8	70.000	11.3100	791.70
				Per CA		
	20# BIRCH C-1 WHF 112/PLT/MOISTURE	BIR20C1 MOIS/01		4.3500		
		Net Price	EA 8	224.000	4.3500	974.40
				Per EA		
	AUD 12/11.75oz HIGH ENERGY SUET AUDETHIE CE/01 200/PLT tray			7.8000		
		Net Price	CA 8	58.300	7.8000	452.40
				Per CA		
	3/5# AUDUBON CRITTER CRUNCH 35/PLT/BARRIER	AUD0605CRITTER MAP/01		15.5200		
		Net Price	CA 8	42.000	15.5200	551.84
				Per CA		

IF YOU HAVE NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1% PER ANNUM WILL BE CHARGED FROM DATE OF INVOICE. 30% ANNUAL.



AUDUBON PARK CO.
DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/09,
Customer - 40;
Brn/Plt -
Related PO -
Order Nbr - 38163
Invoice - 64771

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - TULSA, OK DIVISION
420 S 145 EAST AVENUE
TULSA OK 74108

METRO XPRESS

Request Date 03/10/03
Customer P.O. 996565

Ship : TRUCK/FREIGHT PREPAID
Inst : 03/10/03 4AN-BAMFCFS (KATHY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
10/4#	AUDUBON NYER MAP	AUD1004NYJ MAP/01		48.0400		
49/PLT/BARRIER						
	Net Price	CA S	49.000	48.0400	2,353.96	Y
				Per CA		
9/5#	AUDUBON FRUIT & NUT MIX	AUD0805FRUITNUT MAP/01		15.1200		
42/PLT/BARRIER						
	Net Price	CA S	98.000	15.1200	1,481.76	Y
				Per CA		
5/7#	NAT.ELEG.FRUITFUL HARVEST	NAE0507FRUITHARV MAP/01		25.8500		
56/PLT/BARRIER						
	Net Price	CA S	56.000	25.8500	1,447.60	Y
				Per CA		
5/8#	NAT ELEG.GOUR DELIGHT 76	NAE0508F6GUNT MAP/01		19.0600		
56/PLT/BARRIER						
	Net Price	CA S	56.000	19.0600	1,067.36	Y
				Per CA		
10/4#	AUDUBON SUNFLOWER CHIPS	AUD1004SUNCHIPS MAP/01		25.3800		
42/PLT/BARRIER						
	Net Price	CA S	49.000	25.3800	1,292.62	Y
				Per CA		

Total Order

Terms 30 10. NET 30 DAYS

Net Due Date 04/08/03

15,333.38

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 4.25%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE UNTIL PAID.

Discount Available

304.36

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

SHIPPING ORDER

PAGE 37255

RECEIVED SUBJECT TO THE CLASSIFICATIONS AND TARIFFS IN EFFECT ON THE DATE OF THE ISSUE OF THIS ORIGINAL BILL OF LADING.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the work carrier) understands throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interest in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper, and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM AUDUBON PARK		SHIPPING POINT CS 30720	
ORDER NUMBER 36183	CUSTOMER NUMBER 4022	CUSTOMER PURCHASE ORDER 306365	ORDER DATE 03/03/03
TRUCK BROKER MAYE'S TRANSPORT SERVICE INC		DRIVER 51/5748	SHIPMENT DATE 03/07/03
CONSIGNEE TO: FLEMING - TULSA, OK DIVISION 420 S 145 EAST AVENUE TULSA, OK 74108		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 918 4396820	
		TRUCK/FREIGHT 38F2410 07/10/03 SAM-BARREDES (MATHY)	

ORDER COMMENTS:	B/L COMMENTS:
	SEAL:

QUANTITY	ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED			
120.000	120.000	2/20# BIRCH C-1 NBF	40.0000	4800.0000
112.000	112.000	007018782120 0		
98.000	98.000	2/10# BIRCH C-1 NBF	40.0000	3920.0000
70.000	70.000	007018782110 1		
224.000	224.000	3/5# BIRCH SUNFLOWER	30.0000	6720.0000
38.000	38.000	007018782705 7		
42.000	42.000	3/10# BIRCH SUNFLOWER	30.0000	1260.0000
58.000	58.000	007018782710 3		
42.000	42.000	20# BIRCH C-1 NBF	20.0000	840.0000
49.000	49.000	007018753320 2		
98.000	98.000	AUD 12/11.75 GAL HIGH ENERGY SUET	3.2500	318.5000
56.000	56.000	007018751811 7		
58.000	58.000	3/5# AUDUBON UNITER NUT	40.0000	2320.0000
49.000	49.000	007018784195 1		
98.000	98.000	10/4# AUDUBON WYDER NUT	40.0000	3920.0000
56.000	56.000	007018785284 7		
58.000	58.000	3/5# AUDUBON FRUIT & NUT MIX	40.0000	2320.0000
58.000	58.000	007018785284 7		
58.000	58.000	3/7# AUDUBON FRUIT & NUT MIX	35.0000	2030.0000
58.000	58.000	007018785284 7		
58.000	58.000	3/7# AUDUBON FRUIT & NUT MIX	40.0000	2320.0000
58.000	58.000	007018785284 7		
58.000	58.000	3/7# AUDUBON FRUIT & NUT MIX	40.0000	2320.0000
58.000	58.000	007018785284 7		

DRIVER DATE 03-10-03 CHEP RECEIVED CHEP REFUSED PALLETS IN PALLETS OUT	
---	--

TOTAL 1192.000 1192.000 Permanent Post Office address of Shipper: AUDUBON PARK TULSA, OK TULSA, OK 74108	This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.	PENALTIES FOR LATE/MISSED APPTS. UNLOAD / DRIVER ASSIST	TOTAL DUE: 1207.500
--	--	--	---------------------

Shipper, Per Agent, Per	TOTAL DUE: 1207.500
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STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word car being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, or, otherwise, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any portion of said route to destination, and as to each party at any time interest in all or any of said property, that every service performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM		SHIPPING POINT	
AUBURN PARK		AKEDN	
ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER	ORDER DATE
78160	40221	996765	03/03/03
TRUCK BROKER		DRIVER	SHIPMENT DATE
MYKE'S TRANSPORT SERVICE INC		31/5718	03/07/03
TO:		CAR OR VEHICLE I.D. NUMBER	
FLEMING - TULSA, OK DIVISION		918 4396820	
420 S 145 EAST AVENUE		SHIPPING INSTRUCTIONS:	
TULSA OK 74108		DELIVERY APPT REQUIRED	
ORDER		TRUCK/FREIGHT PREPAID	
COMMENTS:		03/10/03 ANN-BAMFOES (NATHY)	
		B/L	
		COMMENTS:	
		SEAL:	

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
280.000	280.000	BIR022001 MAP/01	2/20# BIRCH C-1 WBF	40.0000	11200.000
112.000	112.000	BIR041001 MAP/01	007018782120 0	40.0000	4480.000
98.000	98.000	BIR06050F MAP/01	4/10# BIRCH C-1 WBF	30.0000	2940.000
70.000	70.000	BIR03100F MAP/01	007018782110 1	30.0000	2100.000
224.000	224.000	BIR2001 M018/01	8/5# BIRCH SUNFLOWER	30.0000	2100.000
58.000	58.000	AUD03100F MAP/01	007018782705 9	20.0000	4480.000
42.000	42.000	AUD0805CRITTER MAP/01	3/10# BIRCH SUNFLOWER	5.2500	478.500
49.000	49.000	AUD1004NYJ MAP/01	007018782710 3	40.0000	1960.000
98.000	98.000	AUD0805FRUITNUT MAP/01	20# BIRCH C-1 WBF	40.0000	3920.000
56.000	56.000	NAE0507FRUITHARV MAP/01	007018753020 2	35.0000	1960.000
56.000	56.000	NAE0508FBMT MAP/01	AUD 12/11.75oz HIGH ENERGY BUET	40.0000	2240.000
49.000	49.000	AUD1004SUNCHIPS MAP/01	007018751811 7	40.0000	1960.000

TOTAL	TOTAL	TOTAL
1192.000	1192.000	1192.000

Permanent Post Office Address of Shipper:	This material is an exempt commodity. The freight rate has been negotiated between the haulier and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.	PENALTIES FOR LATE/MISSED APPTS.
AUBURN PARK TRUCKER, AKEDN 03 30720		UNLOAD / DRIVER ASSIST

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight.

SHIPPER: JERRY SPRESS

Shipper, Per: *[Signature]*

Agent, Per: *[Signature]*

TOTAL DUES: 1192.000



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/13/
Customer - 02
Brn/Plt - A
Related PO -
Order Nbr - 38222
Invoice - 64904

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - LA CROSSE DIVISION
GROCERY & PERISHABLE
1637 ST JAMES STREET
VENDOR #401372
LA CROSSE WI 54603

LANDSTAR

Request Date Customer P.O.
03/14/03 701765

Ship : TRUCK/FREIGHT PREPAID *
Inst : 03/14/03 9AM (KATHY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	AUD 12/11.75ozBERRY TREAT SUET AUDSTBERRY TREAT CS/01 200/PLT			8.4900		
	Net Price	CA S	20.000	8.4900	169.80	
				Per CA		
	AUD 12/11.75ozHIGH ENERGY SUET AUDSTHIE CS/01 200/PLT tray			8.1000		
	Net Price	CA S	20.000	8.1000	162.00	
				Per CA		
	AUD 12/13.5oz PEANUT DELIGHT AUDSTPNUT DELIGHT CS/01 200/PLT SUET DOUGH TRAY			8.4900		
	Net Price	CA S	20.000	8.4900	169.80	
				Per CA		
	8/5# AUDUBON WILD FINCH MIX AUD0805FINW MAP/01 49/PLT/BARRIER			22.3000		
	Net Price	CA S	10.000	22.3000	223.00	
				Per CA		
	8/5# AUDUBON SONGBIRD CARDINAL AUD0805SONGCARD MAP/01 35/PLT/BARRIER			18.4600		
	Net Price	CA S	35.000	18.4600	646.10	
				Per CA		
	Price Discount	PROMOTIONAL ALLOWANCE SPE CA		21.0000-	21.00-	
				Per CA		
	10/4# AUDUBON CRACKED CORN AUD1004CORNCR MAP/01 42/PLT/BARRIER			9.8000		
	Net Price	CA S	49.000	9.8000	480.20	
				Per CA		
	10/4# AUDUBON NYJER MAP AUD1004NYJ MAP/01 49/PLT/BARRIER			48.7000		
	Net Price	CA S	10.000	48.7000	487.00	
				Per CA		

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1.12%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number-
Date - 03/13/03
Customer - 4021
Brn/Plt - Al
Related PO -
Order Nbr - 382223
Invoice - 54904 F

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - LA CROSSE DIVISION
GROCERY & PERISHABLE
1637 ST JAMES STREET
VENDOR #401372
LA CROSSE WI 54603

LANDSTAR

Request Date 03/14/03
Customer P.O. 701765

Ship : TRUCK/FREIGHT PREPAID
Inst : 03/14/03 9AM (KATHY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	8/5# FRIENDS B-4 WBF 56/PLT	FRI0805B4/01		7.7400		
		Net Price	CA S	112.000	7.7400	866.88
				Per CA		
	2/20# FRIENDS B-4 WBF 56/PLT	FRI0220B4/01		7.2200		
		Net Price	CA S	112.000	7.2200	808.54
				Per CA		
	4/10# FRIENDS B-4 WBF 56/PLT	FRI0410B4/01		7.3800		
		Net Price	CA S	112.000	7.3800	826.56
				Per CA		
	5/5# AUD FRIENDS SUNFLOWER 49/PLT	FRI0605SF/01		9.3500		
		Net Price	CA S	98.000	9.3500	916.30
				Per CA		
	5/7# NAT.ELEG.CARDINAL SUPREME NAE0507CARDSUPREME MAP/01 42/PLT/BARRIER			19.7000		
		Net Price	CA S	2.000	19.7000	39.40
				Per CA		
	5/7# NAT.ELEG.FRUITFUL HARVEST NAE0507FRUITHARV MAP/01 56/PLT/BARRIER			26.1500		
		Net Price	CA S	2.000	26.1500	52.30
				Per CA		
	5/8# NAT.ELEG.SOUR DELIGHT F6 NAE0508F6GNT MAP/01 56/PLT/BARRIER			19.3600		
		Net Price	CA S	2.000	19.3600	38.72
				Per CA		

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1-1/2%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).



AUDUBON PARK CO.

DRAWER W
AKRON, COLORADO 80720
Phone (970) 345-2063
Fax (970) 345-2067

INVOICE

Page Number -
Date - 03/13/
Customer - 02
Brn/Plt - A
Related PO -
Order Nbr - 3822
Invoice - 5494

Sold To: FLEMING - PARENT
PO BOX 24760
OKLAHOMA CITY OK 73124

Ship To: FLEMING - LA CROSSE DIVISION
GROCERY & PERISHABLE
1637 ST JAMES STREET
VENDOR #401372
LA CROSSE WI 54603

LANDSTAR

Request Date 03/14/03 Customer P.O. 701755 Ship : TRUCK/FREIGHT PREPAID *
Inst : 03/14/03 9AM (KATHY)

Ln/Rq Dt	Description	Item Number	UM Shipped	Price	Extended Price	Tax
	AUD 12/13.5oz ORANGE DELIGHT 200/PLT SUET DOUGH TRAY	AUDSTORG CS/01		8.4900		
		Net Price	CA S	20.000	8.4900	159.80
				Per CA		
	8/5#NAT.ELEG.BOUNTIFUL NUT CRU NAE0805NUTCRUNCH MAP/01 56/PLT/BARRIER			35.4400		
		Net Price	CA S	2.000	35.4400	70.88
				Per CA		
	5/7# NAT.ELEG.CHICKADEE-NUTHCH NAE0507CHIC MAP/01 42/PLT/BARRIER			21.9600		
		Net Price	CA S	2.000	21.9600	43.92
				Per CA		

Total Order

Terms 2% 10, NET 30 DAYS

Net Due Date 04/12/03

5,150.80

IF THIS INVOICE IS NOT PAID WITHIN THE TERMS SPECIFIED, INTEREST OF 1 1/2%
PER MONTH WILL BE CHARGED FROM DATE OF INVOICE (18% ANNUAL).

Discount Available

123.02

Division	Invoice Date	Receipt Date	Inv No./Credit Request	Amount	Discount
LACROSSE	03/13/03	03/14/03	64904	6,150.30	-123.02
DATE OF CHECK 03/26/03		AMOUNT OF CHECK		\$6,027.28	

APR 3 2003

SEE INFORMATION ON BACK

PM 3-26

FlemingTEXAS COMMERCE
SAN ANGELO, TX

Box 26647, Oklahoma City, OK 73126

23573291 ^{64-88/ 1113}

No.

LC

Date

Amount

03/26/03 \$*****6,027.28

Pay

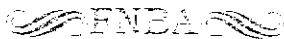
SIX THOUSAND TWENTY SEVEN DOLLARS AND 28/100

Pay
To
The
Order
OfAUDUBON PARK CO
DRAWER W
AKRON, CO 80720

Unique Character Facsimile Signature

⑈23573291⑈ ⑆111300880⑆06300036160⑈

⑈0000602728⑈



The First National Bank of Akron

175 East First Street • P.O. Box 5 • Akron, Colorado 80720
(970) 345-3025 • Fax: (970) 345-4051

Page 1

Account	Tax ID	Date	Balance
3631	84 0811456	04/11/2003	3,541.46

AUDUBON PARK CO
49 MAIN ST.
DRAWER W
AKRON CO 80720-0540Deposit Item Returned Notice
The check listed was
deposited to your account
and has been returned by
the drawee bank.

- | | |
|---------------|-------------|
| 1. NSF | 5. Endorse |
| 2. Pymt. Stop | 6. Date |
| 3. Acct. Clsd | 7. Amount |
| 4. Signature | 8. No Acct. |
| 9. Other | |

# of Items Returned	1
Deposited Amount	6,027.28
Amount Returned	6,027.28
Dep. Item Ret. Charge	0.00
Total Debit	6,027.28

BOL and POD

SHIPPING ORDER

RECEIVED, subject to the disaffirmations and births in effect on the date of the issue of this Original Bill of Lading

PAGE

The property described herein is separate good and true, except as noted hereunder and consists of contents of passages unknown herein, contained, and retained as indicated below which said owner/the word owner hereby understands through this contract as including the present of Corporation in possession as the property under this contract, against its torts as its own choice of delivery at said destination. I or as those who have to answer to produce claims on the route as said destination. It is mutually agreed that no carrier of life or any of said property or in any part of said property as destination and to each party at any time whatsoever in all or any of said property that either service not performed hereunder shall be accepted as due to this true contents of the Uniform Domestic Straight Bill of Lading set forth in (1) Uniform Freight Classification, as added on the date hereof. (2) is a bill of lading document as (2) on the applicable terms herein contained or until if this is a motor carrier shipment.

Saided hereby continues that he is satisfied with all the terms and conditions of the said bill of lading set forth in the application or bill which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted by himself and his assigns.

The truck owner is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier as respects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The owner agrees to look solely to the truck broker for payment of such charges.

FROM		SHIPPING POINT	
QUODRUM PAINT		AEROK	CD 90720
PRELIM NUMBER	CONTAINER NUMBER	CONTAINER NUMBER/DATE	SHIP'S NAME
38772	40221	701765	03/06/03
TRUCK BROKER		DATE	DATE ON WHICH A.I.T. EXPIRES
LANDSTAR RANIER INC.		DATE ARRIVAL	11/12/2003
CONSIGNEE TO			
FLEMING - LA CROSSE DIVISION GROCERY & PERISHABLE 1637 ST JAMES STREET MERCER 4401372		SHIPPING INSTRUCTIONS: DELIVERY APPT REQUIRED 608 7793543 TRUCK/FREIGHT PREPAID 1 03/14/03 9AM (KATHY)	
ORDER	B/L		
COMMENTS	COMMENTS		
SEAL:			

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT PER UNIT	WEIGHT
ORDERED	SHIPPED				
20.000	X20.000	AUBSTBERRY TREAT CS/01	AUD 12/11.73oz BERRY TREAT SUET 007018751813 6	5.25000	163.0000
20.000	X20.000	AUDSTHIE CS/01	AUD 12/11.73oz HIGH ENERGY SUET 007018751811 7	2.25000	165.0000
20.000	20.000	AUBSTPNDT DELIGHT CS/01	AUD 12/13.5oz PEANUT DELIGHT 007018751814 8	10.12500	202.5000
10.000	10.000	AUD0505FINN MAP/01	8/54 AUD0505 WILD FINCH MIX 007018752575 6	40.0000	600.0000
35.000	35.000	AUD0603BONECARD MAP/01	8/58 AUD0603 BONECARD CARDINAL 007018785521 4	40.0000	1600.0000
49.000	49.000	AUD1004CRACKER MAP/01	10/44 AUD0603 CRACKED CORN 007018784194 9	40.0000	1560.0000
10.000	X10.000	AUD1004RYD MAP/01	10/44 AUD0603 NYJER MAP 007018795184 9	40.0000	400.0000
112.000	112.000	FR1080584/01	8/58 FRIENDS 8-4 MIX 007018756105 2	40.0000	4480.0000
112.000	112.000	FR1622084/01	2/204 FRIENDS 8-4 MIX 007018756120 5	40.0000	4480.0000
112.000	112.000	FR1941084/01	4/164 FRIENDS 8-4 MIX 007018756110 6	40.0000	4480.0000
98.000	98.000	FR1060557/01	8/54 AUD FRIENDS SUNFLOWER 007018756705 4	30.0000	2940.0000
1.000	2.000	NAE0507CARDSUPREME MAP/01	5/78 NAT.ELEG.CARDINAL SUPREME 007018784502 2	35.0000	70.0000
1.000	2.000	NAE0507FRUITHARV MAP/01	5/78 NAT.ELEG.FRUITFUL HARVEST 007018784501 5	35.0000	70.0000
1.000	2.000	NAE050762XT MAP/01	5/78 NAT.ELEG.6024 DELIGHT F6 007018784501 9	40.0000	80.0000
20.000	20.000	AUDSTORR CS/01	AUD 12/13.5oz ORANGE DELIGHT 007018751817 4	10.12500	202.5000
2.000	2.000	NAE0805NUTCRUNCH MAP/01	8/54 NAT.ELEG.OUNTIFUL NUT CRU 007018784504 6	40.0000	80.0000
2.000	2.000	NAE0507ENIC MAP/01	5/78 NAT.ELEG.CHICKADEE-NUTCR 007018784505 1	25.0000	70.0000

572.009! 572.000

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the contractor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

**PENALTIES FOR
LATE/MISSED APPTS.**

UNLOAD /
DRIVER ASSIST

21645-0290

HUGHSON CARA
 PRABHU M
 HUGHSON CO 60720

Support for

Room For

TOTAL CUBE: 567.3790

CHARLES
LANDSTAR

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Original Bill of Lading.

PAGE 1

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The truck broker is an independent contractor and is not acting as the shipper's agent. The broker has arranged with the carrier all aspects of the transportation services to be provided hereunder and assumes the obligation to pay the carrier for all the transportation charges. The carrier agrees to look solely to the truck broker for payment of such charges.

FROM SHIPPING POINT

AUDUBON PARK

AKRON

CO 80720

ORDER NUMBER

CUSTOMER NUMBER

CUSTOMER PURCHASE ORDER

ORDER DATE

SHIPMENT DATE

38232

40221

791765

03/06/03

03/12/03

DRIVER

CAR OR VEHICLE I.D. NUMBER

TRUCK BROKER

LANDSTAR RANGER INC.

DAVE ARTHUR

1118/260388

CONSIGNEE TO:

FLEMING - LA CROSSE DIVISION
GROCERY & PERISHABLE
1637 ST JAMES STREET
VENDOR #491372

SHIPPING INSTRUCTIONS:

DELIVERY APPT REQUIRED

608 7793543

TRUCK/FREIGHT PREPAID

* 03/14/03 9AM (KATHY)

ORDER

COMMENTS:

B/L

COMMENTS:

SEAL:

QUANTITY		ITEM NUMBER	ITEM DESCRIPTION	WT. PER UNIT	WEIGHT
ORDERED	SHIPPED				
20.000	20.000	AUDSTBERRY TREAT CS/01	AUD 12/11.75ozBERRY TREAT SUET 007018751818 6	8.2500	165.0000
20.000	20.000	AUDSTHIE CS/01	AUD 12/11.75ozHIGH ENERGY SUET 007018751811 7	8.2500	165.0000
20.000	20.000	AUDSTPNUT DELIGHT CS/01	AUD 12/13.5oz PEANUT DELIGHT 007018751814 8	10.1250	202.5000
10.000	10.000	AUD0605FINW MAP/01	8/5# AUDUBON WILD FINCH MIX 007018785835 0	40.0000	400.0000
35.000	35.000	AUD0605SON6CARD MAP/01	8/5# AUDUBON SONGBIRD CARDINAL 007018785525 0	40.0000	1400.0000
49.000	49.000	AUD1004ECORNER MAP/01	10/4# AUDUBON CRACKED CORN 007018784194 9	40.0000	1960.0000
10.000	10.000	AUD1004NYJ MAP/01	10/4# AUDUBON NYJER MAP 007018785184 9	40.0000	400.0000
112.000	112.000	FRI0805B4/01	8/5# FRIENDS B-4 WBF 007018756105 2	40.0000	4480.0000
112.000	112.000	FRI0220B4/01	2/20# FRIENDS B-4 WBF 007018756120 5	40.0000	4480.0000
112.000	112.000	FRI0410B4/01	4/10# FRIENDS B-4 WBF 007018756110 6	40.0000	4480.0000
98.000	98.000	FRI0605SF/01	6/5# AUD FRIENDS SUNFLOWER 007018756705 4	30.0000	2940.0000
2.000	2.000	NAE0507CARDSUPREME MAP/01	5/7# NAT.ELEG.CARDINAL SUPREME 007018784502 2	35.0000	70.0000
2.000	2.000	NAE0507FRUITHARV MAP/01	5/7# NAT.ELEG.FRUITFUL HARVEST 007018784501 5	35.0000	70.0000
2.000	2.000	NAE0508F6GMT MAP/01	5/8# NAT.ELEG.GOUR DELIGHT F6 007018784503 9	40.0000	80.0000
20.000	20.000	AUDSTORG CS/01	AUD 12/13.5oz ORANGE DELIGHT 007018751817 9	10.1250	202.5000
2.000	2.000	NAE0805NUTCUNCH MAP/01	8/5#NAT.ELEG.BOUNTIFUL NUT CRU 007018784504 6	40.0000	80.0000
2.000	2.000	NAE0507CHIC MAP/01	5/7# NAT.ELEG.CHICKADEE-NUTHCH 007018784505 3	35.0000	70.0000

TOTAL

TOTAL

528.000

528.000

Permanent Post Office Address or Shipper:

AUDUBON PARK
DRAWER 4
AKRON CO 80720

This material is an exempt commodity. The freight rate has been negotiated between the hauler and the consignor and no surcharges of any kind apply. All unloading fees are included in negotiated rate.

PENALTIES FOR LATE/MISSED APPTS.

UNLOAD / DRIVER ASSIST

TOTAL 21645.0000

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

CARRIER
LANDSTAR

Shipper, Per

Agent, Per

TOTAL CUBE: 587.8790