

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
FLEMING COMPANIES, INC., <u>et al.</u> , ¹)	Case No. 03-10945 (MFW)
)	(Jointly Administered)
)	
Debtors.)	Related Docket No. 916
)	

**ORDER (A) AUTHORIZING THE EMPLOYMENT AND RETENTION OF
DOVEBID, INC. AND AMH CORP. AS AUCTIONEERS FOR THE SALE OF
RESIDUAL ASSETS, (B) ESTABLISHING AND EXPEDITED PROCEDURE TO SELL
RESIDUAL ASSETS PURSUANT TO THE AUCTION AGREEMENT WITH DOVEBID,
INC., AND (C) AUTHORIZING, BUT NOT
REQUIRING, THE SALE OF THE RESIDUAL ASSETS**

Upon the application (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order, pursuant to sections 327(a), 328 and 363 of title 11 of the United States Code (the "Bankruptcy Code"), (a) authorizing the employment, retention and compensation of DoveBid, Inc. ("DoveBid") as their auctioneer for the Sales of the Residual Assets, (b) establishing an expedited procedure to sell the Residual Assets (the "Sale and Auction Procedures") pursuant to the auction agreement with DoveBid (the "Auction Agreement"), a copy of which is attached hereto as Exhibit 1, and (c)

¹ The Debtors are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favar Concepts, Ltd.; Fleming Foods Management Co., L.L.C.; Fleming Foods of Texas, L.P.; Fleming International, Ltd.; Fleming Supermarkets of Florida, Inc.; Fleming Transportation Service, Inc.; Food 4 Less Beverage Company, Inc.; Fuelserv, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; Minter-Weisman Co.; Piggly Wiggly Company; Progressive Realty, Inc.; Rainbow Food Group, Inc.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

² All terms not defined herein shall have the meaning ascribed to them in either the Application or the Auction Agreement.

authorizing, but not requiring, the Debtors to sell some or all of the Residual Assets; the Debtors having agreed to file a separate motion seeking authority to establish expedited procedures to sell Residual Assets, other than those Residual Assets subject to the Initial Webcast Sale, in the future; and pursuant to an agreement with the United States Trustee, the Debtors having agreed to also retain AMH Corp. ("AMH"), which was incorrectly identified in the Application as American Materials Handling, Inc., under the Application and this Order as an auctioneer under the terms of the Application and the Auction Agreement to provide the services described in the Application; and that by retaining AMH, the issues raised by the United States Trustee with respect to the sharing arrangement between DoveBid and AMH have been resolved; and AMH having filed an affidavit of disinterestedness with the Court in support of its retention; the Court having reviewed the Application, the affidavit of Kirk Dove, attached to the Motion as Exhibit A (the "Dove Affidavit") and the affidavit of Jackson Raymond Gwin, attached hereto as Exhibit 2 (the "Gwin Affidavit"), and it appearing to the Court that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) venue of this proceeding and this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409, (d) notice of the Application is reasonable and proper and no further notice need be given, (e) neither DoveBid nor AMH hold or represent any interest materially adverse to the Debtors, any creditors of the Debtors, the United States Trustee for this District or any person employed in the United States Trustee's office, or any other party-in-interest with respect to the matters upon which said firm is to be engaged, (f) DoveBid and AMH are "disinterested persons" as contemplated under section 327(a) of the Bankruptcy Code and (g) such employment and retention is in the best interests of the estates; and the Court being fully advised in the premises and having determined that the legal and factual basis set forth in the

Application, the Dove Affidavit, the Gwin Affidavit and at the hearing for the Application establish just cause for the relief granted herein; it is hereby

ORDERED, that the Application is granted, as modified herein; and it is further ^{and the Stipulation entered into by the Debtors, DEC INVESTMENTS, LLC AND SHIELD INVESTMENT COMPANIES (the "Stipulation")}

ORDERED, that in accordance with sections 327(a) and 328 of the Bankruptcy Code, the Debtors are authorized and empowered to retain and employ DoveBid and AMH as their auctioneers, under the terms of the Application and the Auction Agreement, for the sale of the Residual Assets in these Chapter 11 Cases, and to perform any necessary and appropriate services related thereto as may be requested by the Debtors and as described in the Application and Auction Agreement; and it is further

ORDERED, that the Auction Agreement is hereby approved, except that paragraph 15 of the Auction Agreement shall be deleted and shall have no force or effect; and it is further

ORDERED, that the Sale and Auction Procedures, as set forth in the Application, ^{subject to the Stipulation} are approved and authorized in all respects; and it is further

ORDERED, that, pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized to sell the Residual Assets subject to the Initial Webcast Sale pursuant to the Auction Agreement on the terms and subject to the conditions set forth in the Application and the Sale and Auction Procedures without need for further notice, motion or order of the Court, ^{subject to the Stipulation} and it is further

ORDERED, that DoveBid and AMH shall file the Settlement Report with the Court within 30 days following each Sale (or 45 days if the Residual Assets are consigned into an auction conducted on behalf of multiple sellers) and provide copies to the U.S. Trustee, counsel to the DIP Lenders and counsel to the Committee and notice thereof shall be provided to

entities that, as of May 15, 2003, have filed requests for notices pursuant to Fed. R. Bankr. P. 2002. The Debtors, the U.S. Trustee, counsel to the DIP Lenders, counsel to the Committee and any other party in interest shall have an opportunity to object to the Settlement Report, including objections pursuant to sections 328 and 330 of the Bankruptcy Code; and it is further

ORDERED, that unless an objection to the Settlement Report is filed by any party in interest within 15 days from the date such report is filed with the Court, DoveBid and AMH shall receive the compensation and expense reimbursement as set forth in the Settlement Report without further order of the Court; and it is further

ORDERED, that the Debtors are authorized to compensate and reimburse DoveBid pursuant to the terms of the Auction Agreement and this Order without further order of the Court and without the need for DoveBid to file a fee application with the Court; provided however, that any compensation and reimbursement received by DoveBid will become subject to immediate disgorgement in the event of an order of the Court sustaining an objection to such compensation under the standards of section 328 of the Bankruptcy Code; and it is further

ORDERED, that each sale of Residual Assets will be free and clear of all Liens, with all such Liens of any kind or nature whatsoever to attach to the Net Proceeds of the sale of Residual Assets in the order of their priority, with the same validity, force and effect which they now have as against the Residual Assets, subject to any claims and defenses the Debtors may possess with respect thereto; and it is further

ORDERED, that all valid Liens shall be satisfied from the Net Proceeds with the remainder, if any, to be retained by the Debtors, and that any Net Proceeds payable to the DIP Lenders shall be paid in accordance with the terms of Section 2.09(b) of the DIP Credit Agreement; and it is further

ORDERED, that nothing in this Order shall supercede, modify or amend any provision of the Debtor-in-Possession Loan Agreement to which the Debtors are a party, or excuse the Debtors from performing any obligations thereunder, or shall impair the rights of the Agents or the DIP Lenders to direct the Debtors to conduct liquidation sales under the GOB Procedures set forth in the Final DIP Order upon the terms and conditions thereof; and it is further

ORDERED, that in accordance with section 1146(c) of the Bankruptcy Code, any sales of the Residual Assets are hereby exempt from any law imposing a stamp tax or similar tax; and it is further

ORDERED, that nothing in this Order shall alter any obligations relating to the return of the premises or the condition of the premises that may exist under the leases for the premises subject to the Initial Webcast Sale; provided however, that the Debtors shall reserve any and all defenses and claims with respect thereto; and it is further

ORDERED, that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED, that notwithstanding the possible applicability of the possible applicability of Fed. R. Bankr. P. 6004(g), 7062, 9014, or otherwise, the terms and conditions of this order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: June 4, 2003

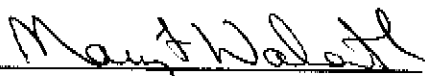

Honorable Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT 1



AGREEMENT FOR THE PROVISION OF ASSET DISPOSITION SERVICES

This Agreement for the Provision of Asset Disposition Services ("Agreement") is made as of June 4, 2003

BETWEEN:

Fleming Companies, Inc., an Oklahoma corporation, Debtor-in-Possession
1945 Lakepointe Drive
Lewisville, Texas 75057
Attention: Paul DiBrito
Telephone: (972) 906-2350
Fax: (972) 906-2303

("Seller"),

AND

DoveBid, Inc., a Delaware corporation
1241 East Hillsdale Boulevard
Foster City, California 94404
Attention: Kirk Dove
Telephone: (650) 571-7400
Fax: (650) 513-6601

("DoveBid")

WHEREAS, on April 1, 2003, Seller filed a petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court"); and

WHEREAS, Seller wishes to dispose of used or surplus capital assets, by public auction or otherwise, and anticipates that it will wish to dispose of additional used or surplus capital assets from time to time in the future; and

WHEREAS, Seller wishes to engage DoveBid on a non-exclusive basis to dispose of those assets on the terms and conditions set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, DoveBid and Seller agree as follows:

1. REPRESENTATION:

(a) From time to time from the date of this Agreement through December 31, 2003 (the "Initial Term") and during any extension of the Initial Term pursuant to Section 13 below, Seller shall notify DoveBid whenever it wishes to dispose of any used or surplus assets ("Assets"). Upon such notification, Seller and DoveBid shall use reasonable efforts to negotiate and execute a mutually agreeable plan of sale (each, a "Plan of Sale"), in the form set forth as Exhibit A to this Agreement, by which Seller engages DoveBid on an exclusive basis to conduct sales ("Sales") of the Assets on Seller's behalf. Each Plan of Sale shall address, among other things: (i) whether the Assets shall be sold by public auction, privately negotiated sale or otherwise,

and (ii) if the Assets are to be sold by public auction, whether the auction shall be promoted on DoveBid's Website at www.dovebid.com (the "Website") as a "Featured On-Line Auction" or otherwise broadcast live over the Internet as a Webcast Auction ("Webcast Auction"). Except as otherwise provided in a Plan of Sale executed by both Seller and DoveBid, the Sales shall be governed by the provisions of this Agreement. Subject to the terms of this Agreement, once a Plan of Sale is executed by Seller and DoveBid, the Assets that are subject to such Plan of Sale may not be withdrawn, sold or disposed of except in accordance therewith. DoveBid's engagement pursuant to this Agreement, and all of its obligations hereunder, are subject to and contingent upon the Court's entry of an Order authorizing DoveBid's retention and the sale of Seller's assets as described in this Agreement (the "Retention Order"). Notwithstanding anything in this Agreement to the contrary, Seller, in its sole discretion, may abandon the sale of all or any portion of the Assets prior to (i) the actual consummation of the sale with respect to the Initial Webcast Assets or (ii) with respect to those Assets described in mutually executed Plans of Sale, the date DoveBid distributes its respective advertising materials with respect to each such Sale, provided, however, that Assets which were included by error may be removed by Seller at any time. In each case of clauses (i) and (ii) in the preceding sentence, DoveBid shall not be entitled to Buyer's Premium (as defined herein) or otherwise. In the event Seller abandons or otherwise withdraws any of the Initial Webcast Assets at any time prior to the date of the Initial Webcast Sale, an amount equal to the anticipated auction value of such abandoned or withdrawn Initial Webcast Assets, based in good faith upon recent sales of like assets sold by DoveBid or, if such Initial Webcast Assets are sold by Seller, the actual aggregate selling price, shall be credited toward the Initial Webcast Gross Proceeds (as defined in Section 4(b)) for the purposes of calculating the Rebate (as defined in Section 4(b)).

(b) In addition to those Sales to be conducted pursuant to Plans of Sale as described above, Seller hereby authorizes DoveBid, subject to Court's entry of the Retention Order, to conduct a webcast auction sale (the "Initial Webcast Sale") of (i) those items of tangible personal property as located at Seller's facilities described in the attached Schedule 1 (collectively, the "Initial Webcast Premises") and (ii) the tractors, trailers and related rolling stock described in the attached Schedule 2 (collectively, the "Initial Webcast Assets"); provided, however, that Seller may in its sole discretion, determine not to include the sale of such assets at any of the Initial Webcast Premises prior to the actual consummation of the Initial Webcast Sales, and Seller may in its sole discretion proceed on its own to sale such assets, for which DoveBid shall not be entitled to any Buyer's Premium or otherwise, provided that in that event, an amount equal to the anticipated auction value of such withdrawn Initial Webcast Assets, based in good faith upon recent sales of like assets sold by DoveBid or, if such Initial Webcast Assets are sold by Seller, the actual aggregate selling price, shall be credited toward the Initial Webcast Gross Proceeds (as defined in Section 4(b)) for the purposes of calculating the Rebate (as defined in Section 4(b)). The Initial Webcast Sale will be conducted over a period of up to 5 days commencing June 9 or 10, 2003, except as otherwise agreed to by the parties hereto, provided the Retention Order is granted on or before June 4, 2003, from a hotel ballroom to be mutually agreed upon by Seller and DoveBid. In the event Seller adds additional Initial Webcast Assets or locations to the Initial Webcast Sale, DoveBid may, in its reasonable discretion, extend the number of days over which the Initial Webcast Sale will be conducted, but only with respect to those particular additional locations. In the event the Retention Order is not granted on or before June 4, 2003, (i) the Initial Webcast Sale shall be conducted within 21 days following the Court's entry of the Retention Order and (ii) DoveBid shall, as soon as reasonably practicable following the entry of the Retention Order, undertake an additional marketing campaign to notify prospective bidders of the rescheduled date, and the Sale Allowance Cap for the Initial Webcast Sale shall be increased by a sum not to exceed \$50,000 to correspond with the additional marketing expenses incurred.

(c) The parties hereto acknowledge and agree that DoveBid is an independent contractor. DoveBid agreed to defend (by counsel reasonably satisfactory to Seller) and indemnify Seller and hold Seller harmless from and against any claim, demand, cause of action, liability or expense (including reasonable attorneys' fees) (i) asserted against or incurred by Seller arising out of any grossly negligent acts or omissions by DoveBid, its employees or agents, or (ii) relating to DoveBid's status as an independent contractor, including, but not limited to, DoveBid's employees' or agents' payroll claims.

2. CONDUCT OF THE SALES:

(a) DoveBid may, in its reasonable discretion, offer Assets for sale by the piece or by the lot. Seller agrees that DoveBid may use its name, street address and logo in the advertising of the Sales, including press releases, as well as on the Website.

(b) All Assets shall be sold to the highest bidder (subject only to the purchaser's timely payment in full and removal of purchased Assets). DoveBid, however, does not guarantee that any Sale will be completed, and DoveBid is not responsible in the event that a purchaser fails to live up to its agreement and complete a purchase. Notwithstanding any provisions herein to the contrary, DoveBid and/or Seller may sell certain of the Assets subject to this Agreement via privately negotiated sale prior to the date for the Sale as set forth in the respective Plan of Sale or otherwise, provided that all such privately negotiated sales shall be subject to Seller's prior, written approval and shall otherwise be subject to the terms and conditions of this Agreement.

3. **DISCLAIMERS OF WARRANTIES:** DoveBid shall state both in its advertising for Sales and at any Sales that all Assets are being sold "as is, where is and with all faults" and with other disclaimers of warranty, including disclaimers of the warranties of merchantability and fitness for a particular purpose. Seller agrees to defend (by counsel reasonably satisfactory to DoveBid) and indemnify DoveBid and hold DoveBid harmless from and against any claim or liability asserted against DoveBid by any third party (including any purchaser of any Assets) based on the alleged existence or breach of any alleged warranties (including alleged warranties of merchantability or fitness for a particular purpose), or from or against any reasonable fees or expenses (including reasonable attorney's fees) incurred by DoveBid in defending against any such claim or liability. Seller acknowledges and agrees that DoveBid has no knowledge with respect to, and has no obligation to investigate, the merchantability or fitness for any particular use of any Asset. Prior to permitting any prospective bidder from registering and bidding at any Sale conducted hereunder, DoveBid shall require each such party to sign or electronically indicate its acknowledgement of and agreement to be bound by DoveBid's Buyer's Terms and Conditions of Sale, the form of which shall be mutually agreed upon by Seller and DoveBid.

4. **NO SELLER'S COMMISSION; BUYER'S PREMIUM; REBATE:**

(a) DoveBid shall not receive any commission from the Seller. As its sole compensation for services provided hereunder, DoveBid shall charge a buyer's premium (the "Buyer's Premium") for its own account. The Buyer's Premium shall be 16% of the sales price of each Asset sold, and shall be collected by DoveBid directly from each successful bidder, in addition to the purchase price as bid. Notwithstanding the foregoing, a discount from the Buyer's Premium equal to 2 ½ % of the sales price shall apply to purchasers who pay in the form of cash, cashier's check, company check (with a letter of guarantee) or wire transfer. Purchasers who do not bid over the Internet shall receive an additional discount equal to 3 ½ % of the sales price.¹ In addition, Auctioneer reserves the right to charge a nonrefundable \$25 registration fee for its own account to purchasers who bid over the Internet at a Webcast auction. All subsequent references to a "Buyer's Premium" shall include this registration fee. For purposes of this Agreement, "gross proceeds" means all revenue from the sale of Assets pursuant to this Agreement, excluding (i) any sales taxes collected by DoveBid, and (ii) any Buyer's Premium collected pursuant to this Section 4.

(b) Notwithstanding the provisions of Section 4(a) above, DoveBid shall remit to Seller a sum (the "Rebate") equal to a percentage of the Buyer's Premium collected with respect to the Sale of Assets hereunder as described in this Section 4(b).

(i) With respect to the Initial Webcast Sale, the Rebate shall be calculated based upon the 10% minimum Buyer's Premium collected, not including the registration fee or any surcharges collected with respect to credit card (i.e., 2-½ %) and/or internet (i.e., 3-½ %) purchases and shall be based upon the aggregate gross proceeds realized as a result of the sale of the Initial Webcast Assets (the "Initial Webcast Gross Proceeds"), subject to the provisions of Sections 1(a) and (b), as follows:

(A) In the event the Initial Webcast Gross Proceeds are less than or equal to \$5,000,000, the Rebate shall equal 50%;

(B) In the event the Initial Webcast Gross Proceeds are between \$5,000,001 and \$7,000,000, the Rebate shall equal 40%;

(C) In the event the Initial Webcast Gross Proceeds are between \$7,000,001 and \$11,000,000, the Rebate shall equal 30%;

¹ For example, a purchaser that attends the sale in person and pays via company check (with bank letter of guarantee) pays an effective rate of 10%, consisting of the 16% base, less the 2-½% payment discount, less the 3-½% on-site bidder discount

(D) In the event the Initial Webcast Gross Proceeds are greater than \$11,000,000, there shall be no Rebate.

(ii) For all Sales conducted hereunder other than the Initial Webcast Sale, the Rebate shall equal 20% of all sums collected as Buyer's Premium (including all applicable surcharges collected) but excluding the registration fee.

5. **SALE EXPENSES:** It is the intention of the parties hereto that the aggregate sum of all sale expenses shall be agreed to prior to each Sale generally based a preliminary budget to be submitted by DoveBid to Seller. The aggregate sum (the "Sale Allowance Cap") shall be mutually agreed upon and set forth in the respective Plan of Sale. Examples of sale expenses are as follows:

(a) **Advertising and Direct Marketing:** In connection with each Sale, Seller shall provide DoveBid an allowance toward certain reasonable Sale advertising expenses, which may include digital photography of the Assets, print and electronic media production, creative services, ad placement fees, brochure and catalog production, telemarketing, data list purchases, fax and email advertising and postage incurred in connection with such Sale.

(b) **Labor:** Labor expenses related to each Sale at \$30 per hour per person.

(c) **Travel/Lodging:** Reasonable travel and lodging expenses incurred in connection with each Sale.

(d) **Webcast Expenses:** Reasonable expenses related to preparing for and conducting the Sale live over the Website if DoveBid and Seller agree that a Sale to be conducted as a webcast auction.

(e) **Miscellaneous:** Miscellaneous reasonable expenses related to each Sale, including accounting, equipment rental, insurance, permits, UCC searches/lien releases; and security/armored cars.

(f) Seller acknowledges and agrees that the agreed sale expenses (collectively referred to as the "Sale Allowance") shall not exceed the agreed upon Sale Allowance Cap as set forth in the respective Plan of Sale and shall in all events be deducted from the gross proceeds and paid to DoveBid following each Sale in accordance with Section 6 below. For purposes of this Agreement, "gross proceeds" means all revenue from the sale of Assets pursuant to this Agreement, excluding (i) any sales taxes collected by DoveBid, and (ii) any Buyer's Premium collected pursuant to Section 4 of this Agreement. In the event that, in connection with a particular Sale, Seller requests changes to the Assets or to DoveBid's set-up, Sale date or check-out plans (which changes may only be made with DoveBid's written consent, which shall not be unreasonably withheld), and such changes result in additional Sale expenses, Seller agrees that the parties shall mutually agree on an amendment to the Plan of Sale.

(g) With respect to the Initial Webcast Sale, the Sale Allowance Cap shall be \$400,000 which shall include any all expenses payable to American Materials Handling, Inc., and National Property Solutions, Inc., subject to the provisions of Sections 1(b) and 5(f) above. Further, in the event Seller adds any Initial Webcast Assets or locations at which any Initial Webcast Assets are located following the execution of this Agreement, DoveBid and Seller shall mutually agree upon a reasonable increase in the Sale Allowance Cap to cover additional labor, travel and marketing expenses associated with such additions.

(h) Notwithstanding anything in this Agreement to the contrary, DoveBid shall engage a project management firm mutually acceptable to DoveBid and Seller to assist in the Sales, and the reasonable costs and expenses of such firm shall not be included in any Sale Allowance Cap.

6. **COLLECTION AND DISBURSEMENT OF SALE PROCEEDS:**

(a) DoveBid shall collect from the purchasers of the Assets the gross proceeds, any applicable sales taxes and amounts due as Buyer's Premium and deposit such funds into a segregated depository client trust account maintained at Comerica Bank in San Mateo, California by DoveBid on behalf of its clients. Seller agrees that DoveBid may use funds in the

account to discharge any liens on the Assets, encumbrances of record and personal property taxes ("Liens"), to the extent such assets are sold subject to Liens; provided, however, that no such payments shall be made without the prior written consent of Seller (which consent may not be unreasonably withheld or delayed). All applicable sales taxes collected by DoveBid shall be paid to the appropriate taxing authorities out of the account. Thereafter, DoveBid shall be paid from the account its reimbursable expenses pursuant to Section 5 and amounts allocable to Buyer's Premium, and Seller shall be issued a check for the balance in the account (the "Settlement Check") within 30 calendar days following the conclusion of the respective Sale (or 45 days if the Assets are consigned into an auction conducted on behalf of multiple sellers).

(b) Within 30 calendar days following each Sale (or 45 days if the Assets are consigned into an auction conducted on behalf of multiple sellers), DoveBid shall also issue to Seller a settlement report (the "Settlement Report") showing, generally, a record of Sales and the allocation of the funds generated thereby. The Settlement Report shall be deemed to comply with [Federal Rule of Bankruptcy Procedure 6004(f)(1)]. Seller acknowledges and agrees that all information that will be contained in Settlement Reports constitutes confidential and proprietary information of DoveBid. Seller agrees that, except as required by the Court, neither the Settlement Reports nor any piece of information contained in the Settlement Reports may be shared with, copied or distributed to any third party without DoveBid's prior written consent.

(c) Seller shall have sole responsibility for seeking all court approvals necessary in connection with the settlement of Seller's auction account.

(d) [Notwithstanding the provisions of Section 726(b) of the Bankruptcy Code,] in all instances where the terms of this Agreement permit DoveBid to retain proceeds received from sales of the Assets (as compensation for services, as reimbursement for expenses incurred in connection with a Sale or otherwise), DoveBid shall have right to retain such proceeds without further order of the Court and without obtaining the approval of Seller or any other party. Moreover, DoveBid's right to retain such proceeds shall survive the conversion of Seller's bankruptcy proceeding into a proceeding under a different chapter of the federal Bankruptcy Code.

7. ASSET REMOVAL AND RIGHT OF SURRENDER: In the event that walls or other structures must be removed or modified to remove the Assets sold at the Auction, all expense of such removal and modification shall be borne by the respective Asset purchaser(s), under the supervision of DoveBid, provided that DoveBid shall advise all purchasers that any and all modifications to the Premises must be made in accordance with Seller's requirements and protocols. In the event that some Assets remain unsold at the conclusion of the Auction, or a purchaser fails to perform its obligation to pay the purchase price of an Asset, DoveBid shall have no further obligations with respect to such Assets ("Unsold Assets"). Seller may request that DoveBid arrange for the removal and temporary storage of any Unsold Assets; provided, however, that (i) DoveBid shall have no obligation to arrange for such removal or storage, and (ii) in the event that DoveBid consents to arrange for such removal and storage, Seller must reimburse DoveBid for all reasonable costs and expenses incurred by DoveBid in connection therewith. All reasonable costs and expenses related to the removal and storage of Unsold Assets shall be deducted from the gross proceeds separately and distinctly from, and shall not be deemed to be part of, the Sale Allowance. Further, Seller acknowledges that it may request DoveBid to attempt to sell any Unsold Assets at a future auction, and, if DoveBid agrees, such sale shall be conducted on the same terms and conditions in this Agreement.

8. UTILITY DISCONNECTION AND ASSET REMOVAL: Immediately after each Sale, DoveBid shall supervise the respective Asset purchaser(s) in disconnecting all utilities to the sold Assets, including electric, gas, waste and water lines, at the respective purchaser's sole cost. Thereafter, the purchaser shall be solely responsible for rigging and shipping the sold Asset. Notwithstanding anything in the Agreement to the contrary, in the event of the respective Asset purchaser(s) failure to properly disconnect and/or remove purchased Assets, DoveBid acknowledges and agrees that it shall be responsible (and not be reimbursed) for (i) capping electrical conduits and water lines disconnected to facilitate removal of sold Assets and the patching of any holes made in the roof or outer walls of the Premises in the process of removing sold Assets, (ii) damage and injury to the Premises resulting from or arising in connection with the improper removal of the Assets other than ordinary wear and tear customarily occurring in the removal of like equipment, and (iii) leaving each of the Premises in "broom-swept" condition. For the purposes of this Section 8, "broom-swept" condition shall mean the removal of all rubbish resulting from the respective Sale, the capping of electrical conduits and water lines, and the patching of any holes left in the roof or outer walls of any of the Premises as a result of the removal of any of the Assets by the respective purchasers. DoveBid shall have no responsibility with respect to any Asset other than those Assets sold by DoveBid hereunder.

9. **INSURANCE:** Seller shall be solely responsible for maintaining adequate insurance coverage pertaining to the Assets. If any Sale is to occur at premises owned or leased by Seller, Seller also shall maintain adequate liability insurance for the duration of each Sale and related activities. DoveBid shall carry all workers' compensation insurance for DoveBid's employees in compliance with all applicable state and local laws.

10. **DESTRUCTION OF ASSETS:** In the event of any loss, damage or destruction of any Assets, Seller shall remain liable to DoveBid for DoveBid's reimbursable expenses under Section 5. In the event of loss, damage or destruction of any Asset after it is sold pursuant to this Agreement but prior to payment by the respective purchasers, DoveBid also shall be entitled to its Buyer's Premium earned under Section 4, except to the extent that such loss, damage or destruction results from the gross negligence of DoveBid, and provided that any such payment to DoveBid shall be made solely from the proceeds of insurance proceeds received by Seller as a result of such loss, damage or destruction. Seller agrees that, upon collection of any insurance proceeds payable on account of the destruction of any or all of the Assets after sale but prior to payment by a purchaser, Seller shall set aside and hold in trust for the benefit of DoveBid a portion of such proceeds sufficient to pay DoveBid's reimbursable expenses under Section 5, any applicable sales taxes and amounts payable as Buyer's Premium under Section 4 (collectively, the "Trust Obligations"). The trust created pursuant to the preceding sentence shall survive until Seller has paid to DoveBid all amounts owing under the Trust Obligations.

11. **USE OF PREMISES:**

(a) For the purposes of this Agreement, the "Premises" shall mean any location or facility where any of the Assets are stored or to be sold. Seller authorizes DoveBid and its representatives to enter upon and use the Premises for the purposes of (i) storing the Assets thereupon, (ii) preparing for and conducting Sales, (iii) otherwise exhibiting Assets to prospective purchasers, and (iv) for such other purposes as are reasonable and necessary to conduct Sales. Seller agrees that DoveBid shall not be charged a fee for the use of the Premises. Seller further agrees that it shall furnish utilities to the Premises, at Seller's sole expense.

(b) Seller acknowledges and agrees that DoveBid has no interest of any kind or nature in the Premises, and that DoveBid has no knowledge as to any previous use or occupancy of the Premises. Seller acknowledges and agrees that DoveBid shall not be responsible for damage or injury to the Premises consisting of ordinary wear and tear to the Premises of a nature customarily occurring in the removal of like equipment from like facilities.

12. **REPRESENTATIONS AND WARRANTIES:** With respect to each Sale, Seller represents and warrants to DoveBid as follows:

(a) Seller is authorized to execute and perform this Agreement, and this Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms, subject to the approval by the Court.

(b) Subject to the entry of the applicable Court order, Seller will hold and have the authority to transfer good and marketable title to all Assets free and clear of any lien, security interest, leasehold interest, co-ownership interest or any other type of encumbrance or interest.

Seller acknowledges and agrees that DoveBid is relying on the foregoing representations and warranties in proceeding to conduct the sales provided for under this Agreement. Seller agrees to defend (by counsel reasonably satisfactory to DoveBid) and indemnify DoveBid and hold DoveBid harmless from and against any claim, demand, cause of action, liability or expense (including reasonable attorneys' fees) asserted against or incurred by DoveBid in connection with (i) Seller's breach of any of its representations, warranties or obligations in this Agreement, (ii) any third party claims alleging that any Asset or component of any Asset violates or infringes upon any third party's copyright, patent, trademark, trade secret or other proprietary rights, or (iii) any third party claims relating to the alleged existence of any Hazardous Substances contained within any of the Assets. For purposes of this Agreement, the term "Hazardous Substances" shall mean, either individually or collectively, any chemical, solid, liquid, gas, or other substance having the characteristics identified in, listed under, or designated pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended, 42 USCA Section 9601(4), as a "hazardous substance," (ii) the Resource, Conservation and Recovery Act, 42 USCA Sections 6903(5) and 6921, as a "hazardous waste," or (iii) any other laws, statutes, or regulations of a government or political subdivision or agency thereof, as presenting an imminent and substantial danger to the public health or welfare or to the

environment, or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation. Seller agrees that nothing in this Agreement shall be construed to require DoveBid to remove any Hazardous Substances that are present on the Premises or are contained in or a part of the Assets.

13. **TERMINATION:** Seller and DoveBid each shall have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure or otherwise remedy such breach within 30 days after written notice. Seller shall have the right, following the consummation of the Initial Webcast Sale, to terminate this Agreement upon 30 days with prior written notice to DoveBid, provided that in that event, any pending Sale being prepared for by DoveBid based upon an executed Plan of Sale shall be conducted by DoveBid pursuant to the provisions of this Agreement notwithstanding such termination. The term of this Agreement shall automatically renew for successive 90 day terms following the expiration of the Initial Term unless either party has, within 30 days prior to the expiration of the then current term, notified the other party in writing that it does not wish to renew the Agreement or otherwise terminated the Agreement pursuant to the provisions of this Section 13.

14. [Intentionally omitted]

14. **PUBLICITY:** DoveBid shall have the right to issue publicity concerning this Agreement and this Agreement and to use Seller's name and logo in its advertising materials.

15. **LIMITATION OF LIABILITY:** With the exception of DoveBid's obligation to remit the net Sale proceeds to Seller pursuant to Section 6, DoveBid's maximum liability for the breach of any obligation in connection with this Agreement or the Sales, and for any and all damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by Seller or any other person or entity in connection with this Agreement or the Sales, shall be limited to the amounts actually received by DoveBid as compensation under this Agreement. Seller's maximum liability for the breach of any obligation in connection with this Agreement or the Sales, and for any and all damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by DoveBid or any other person or entity in connection with this Agreement or the Sales, shall be limited to the amount of gross proceeds actually realized by DoveBid as a result of the Sales of Assets consummated pursuant to this Agreement.

16. **TECHNOLOGY DISCLAIMER:** DOVEBID DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN THE WEBSITE, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

17. **INDEPENDENT PARTIES:** This Agreement shall not be construed (i) to create a partnership or joint venture between Seller and DoveBid, or (ii) to imply that DoveBid is buying the assets of, or any interest in, Seller.

18. **COUNTERPARTS; FACSIMILE SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to be but one and the same instrument. Delivering signatures via facsimile shall be an acceptable means of executing this Agreement, and signatures so delivered shall be fully binding on the signing party.

19. **GOVERNING LAW; JURISDICTION:** This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Texas as applied to agreements made in Texas, without regard to choice of law principles. Any action or proceeding arising under this Agreement will lie within the exclusive jurisdiction of the Court, which shall hear any such action upon motion and as a core matter without a jury.

20. **SEVERABILITY:** The provisions of this Agreement shall be severable. Should any part, term or provision of this Agreement be construed by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

21. **COMPLETE AGREEMENT:** This Agreement constitutes the entire understanding between the parties and replaces any and all prior agreements related to the Sales. This Agreement may not be modified or amended except in writing signed by both parties.

FLEMING COMPANIES, INC.
E.I.N.: _____

DOVEBID, INC.
California Bond Number 57BSBA17624

By: _____

By: _____

Name: _____

Name: Kirk Dove

Title: _____

Title: President, Global Auction Services
and Chief Operating Officer

Date: _____

Date: _____

Exhibit A

DOVEBID[®]
Business Auctions &
Valuations Worldwide

PLAN OF SALE

This Plan of Sale (the "Plan") is entered into as of June __, 2003 (the "Effective Date") by and between DoveBid, Inc. ("DoveBid") and Fleming Companies, Inc. ("Seller") pursuant to Section 1 of that certain Agreement for the Provision of Asset Disposition Services made as of June __, 2003 between DoveBid and Seller (the "Master Agreement"). Terms used but not independently defined in this Plan shall have the meanings ascribed to them in the Master Agreement.

By executing below, Seller agrees to retain DoveBid on an exclusive basis to dispose of those Assets set forth on Exhibit A(1) to this Plan in the following manner:

- ☐ A Webcast Auction to be held on or about _____, 2003.
- ☐ A Featured On-Line Auction to be held on or about _____, 2003.
- ☐ A traditional on-site auction to be held on or about _____, 2003.
- ☐ Through private treaty sales to be held for a period of ____ days after the Effective Date.
- ☐ Sale Allowance Cap: \$ _____.
- ☐ Other: _____.

The terms of the Master Agreement shall control the services provided by DoveBid pursuant to this Plan. Please transmit your signed Plan to DoveBid via facsimile number: (650) 513-6601.

Acknowledged and agreed to:

FLEMING COMPANIES, INC.
E.I.N.: _____

DOVEBID, INC.
California Bond Number 57BSBA17624

By: _____

By: _____

Name: _____

Name: Kirk Dove

Title: _____

Title: President, Global Auction Services
and Chief Operating Officer

Date: _____

Date: _____

EXHIBIT A(1) TO THE PLAN OF SALE

ASSETS

SCHEDULE 1

Initial Webcast Premises

Fleming Retail Group Stores

1. 1706 Southern Ave., Tempe, AZ
2. 1990 W. Orange Grove Rd., Tucson, AZ
3. 8375 W. Thunderbird Road, Peoria, AZ
4. 9020 W. Thomas Road, Phoenix, AZ
5. 12493 Central Avenue N. E., Blaine, MN
6. 1201 South Broadway, Rochester, MN
7. 3960 East Frontage Street, Rochester, MN
8. 110 South 17th Avenue, Wausau, WI
9. 1568 Chester Pike, Eddystone, PA
10. 2705 50th St., Lubbock, TX
11. 5220 South Western, Amarillo, TX
12. 2133 North Beltline Road, Mesquite, TX
13. 1801 West Parker Road, Plano, TX
14. 4100 Legacy Drive, North Plano, TX
15. 5000 Main Street, The Colony, TX
16. 8800 Lakeview Parkway, Rowlett, TX
17. 3419 Trinity Mills, Dallas, TX
18. 3265 Broadway, Garland, TX
19. 2735 West 7800 South, West Jordan, UT

Independent Stores

20. 4643 US Hwy. 54, Suite #705, Osage Beach, MO
21. 4050 Rhodes Ave, New Boston, OH

Warehouse Facilities

22. 5150 Kansas Ave, Kansas City, KS
23. 5200 Kansas Ave, Kansas City, KS

24. 5300 Kansas Ave, Kansas City, KS
25. 5100 Kansas Ave, Kansas City, KS
26. 5824 South Elm Street, Lubbock, TX
27. 408 East 50th Street, Lubbock, TX

SCHEDULE 2

Tractors, Trailers and related Rolling Stock

463

Totals

17

Vehicle

of

Make Identification Number Type Axles Weight Purchase State

INTL	1HSHCGGR3MH336943	TR	3	15,880	10/1/90	LA	1
KW	1XKBD59X5PJ587492	TR	3	15,500	9/25/92	UT	1
KW	1XKBD59X7PJ587493	TR	3	15,500	9/25/92	UT	1
KW	1XKBD59X9PJ587494	TR	3	15,500	9/25/92	UT	1
KW	1XKBD59X0PJ587495	TR	3	15,500	9/25/92	UT	1
KW	1XKBD59X2PJ587496	TR	3	15,500	9/25/92	UT	1
KW	1XKBD59X0PJ587500	TR	3	15,500	9/17/92	UT	1
INTL	1HSHKA4R8PH473465	TR	3	16,620	12/24/92		1
INTL	1HSHKA4RXP473466	TR	3	16,620	12/24/92		1
INTL	1HSHKA4R8PH473613	TR	3	14,080	9/23/92	MS	1
KW	1XKBD59X1RJ619759	TR	3	15,105	9/24/93	UT	1
PTRB	1XPCD29XOLD288045	TR	3	17,000	8/1/1989	UT	1
INTL	1HSHCGGR8LH210334	TR	3	16,160	8/23/89	LA	1
INTL	1HSHCGGR4LH256307	TR	3	16,200	10/5/89	LA	1
INTL	1HSHCGGR2LH261487	TR	3	16,160	2/26/90	LA	1
INTL	1HSHCGGR3MH302095	TR	3	15,900	5/14/90	LA	1
KW	1XKBD59X1RJ619760	TR	3	15,105			1

Total

21

Vehicle

Gross

Make Identification Number VIN Four Axles Weight Purchase State

GDAN	1GRAE9025DS013113	3113	2	13,510	9/28/82	OK	45'	96'	13'	Dry	1
GDAN	1GRAE9024DB026208	6208	2	13,510	10/4/82	OK	45'	96'	13'	Dry	1
GDAN	1GRAE9022DB026207	6207	2	13,510	10/4/82	OK	45'	96'	13'	Dry	1
GDAN	1GRAA9021MB023102	3102	2	13,510	9/14/90	OK	45'	96'	13'	Dry	1
GDAN	1GRAA902XJS136509	6509	2	17,740	5/25/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9025JS136501	6501	2	18,400	5/25/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9027JS136502	6502	2	18,200	5/25/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9029JS136503	6503	2	18,200	5/25/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9020JS136504	6504	2	17,950	5/25/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9023JS136514	6514	2	17,990	5/25/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9020JS136518	6518	2	18,450	5/25/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9021LB036107	6107	2	18,000	8/29/89	OK	45'	96'	13'	Ref	1

GDAN	1GRAA9023JS032802	2802	2	16,920	6/1/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9021JS115001	5001	2	16,920	8/1/88	OK	45'	96'	13'	Ref	1
GDAN	1GRAA902XLB036106	6106	2	16,920	8/29/89	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9026MB021605	1605	2	16,920	8/29/90	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9028MB021606	1606	2	16,920	6/19/91	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9024MB021618	1618	2	16,920	8/30/90	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9028MB021619	1619	2	16,920	8/30/90	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9024MB021621	1621	2	16,920	8/30/90	OK	45'	96'	13'	Ref	1
GDAN	1GRAA9622NB036501	6501	2	17,120	9/12/91	OK	45'	96'	13'	Ref	1

Total 32

		Vehicle		Unladen							
Make	Identification Number	Type	Axes	Weight	Purchase	State					
FRHT	1FUY3LYB7PP492621	TR	3	15,500	9/28/1992	OK	1				
FRHT	1FUY3LYB6PP492626	TR	3	15,500	9/28/1992	OK	1				
FRHT	1FUY3LYB8PP492627	TR	3	15,500	9/28/1992	OK	1				
FRHT	2FUY3LYBXRA542198	TR	3	15,000	9/30/1993	OK	1				
INTL	1HSHKA4R5PH473617	TR	3	14,080	9/23/92	MS	1				
INTL	1HSHKA4R7PH473618	TR	3	14,080	9/23/92	MS	1				
INTL	1HSHKA4R5PH473620	TR	3	14,080	9/23/92	MS	1				
KW	1XKBD59X2PJ587501	TR	3	16,500	9/16/92	UT	1				
INTL	1HSHKA4R8PH473451	TR	3	17,000	9/1/92	OK	1				
FRHT	2FUY3LYB4RA542200	TR	3	15,000	9/30/1993	OK	1				
KW	1XKBD99X3SS645727	TR	3	16,300	2/7/1995	OK	1				
FRHT	2FUY3LYB6RA542201	TR	3	15,000	9/30/93	OK	1				
INTL	1HSHKA4RXP473614	TR	3	14,080	9/23/92	MS	1				
FRHT	2FUY3LYB4RA542195	TR	3	15,000	9/30/1993	OK	1				
FRHT	2FUY3LYB8RA542197	TR	3	15,000	9/30/93	OK	1				
INT	1HSHGAHR6SH628549	TR	3	17,000	2/1/1995	OK	1				
INT	1HSHGAHR2SH628550	TR	3	17,000	2/1/1995	OK	1				
INT	1HSHGAHR1SH631097	TR	3	17,000	6/1/1994	OK	1				
INT	1HSHGAHR3SH631098	TR	3	17,000	6/1/1994	OK	1				
INT	1HSHGAHR5SH631099	TR	3	17,000	6/1/1994	OK	1				
INTL	1HSHKA4R7PH473456	TR	3	16,500	10/7/1992	MO	1				
INTL	1HSHKA4R9PH473457	TR	3	16,500	10/7/1992	MO	1				
INTL	1HSHKA4R0PH473458	TR	3	16,500	10/7/1992	MO	1				
FRHT	2FUY3LYB8RA612491	TR	3	16,200	9/30/93	UT	1				
KW	1XKBD59X3RJ619763	TR	3	15,255	9/24/93	OK	1				

95										
Vehicle										
Four										
Make	Identification Number	VIN	Axes	Weight	Purchase	State	Length	Width	Height	Dry/Ref
KW	1XKBD59X1RJ619762	TR	3	15,185	9/24/93	OK	45'	13'	13'	Dry
KW	1XKBD59X8RJ619743	TR	3	15,545	9/24/93	UT	45'	13'	13'	Dry
FRHT	1FUY3LYB5PP492634	TR	3	16,440	9/28/1992	CA	45'	13'	13'	Dry
FRHT	1FUY3LYB7PP492635	TR	3	16,420	9/28/1992	CA	48'	13' 6"	13' 6"	Dry
FRHT	1FUY3LYB9PP492636	TR	3	16,420	9/28/1992	CA	48'	13' 6"	13' 6"	Dry
FRHT	1FUY3LYB8PP492613	TR	3	16,100	9/28/1992	CA	48'	13' 6"	13' 6"	Dry
FRHT	1FUY3LYBXPP492614	TR	3	16,100	9/28/1992	CA	48'	13' 6"	13' 6"	Dry
Total										
GDAN	1GRAA9022JS109904	9904	2	13,220	12/29/88	OK	45'	13'	13'	Dry
GDAN	1GRAA9024JS109905	9905	2	13,220	12/7/89	OK	45'	13'	13'	Dry
GDAN	1GRAA9024LB075001	5001	2	13,220	1/3/90	OK	45'	13'	13'	Dry
TRAIL	1PT011JH8M9008778	8778	2			WI	48'	13' 6"	13' 6"	Dry
GDAN	1GRAA9626NB049705	9705	2			WI	48'	13' 6"	13' 6"	Dry
TRAIL	1PT011JH4M9001029	1029	2			WI	48'	13' 6"	13' 6"	Dry
WABA	1JJV482E5NL176394	6394	2		5/5/1992	OK	48'	13' 6"	13' 6"	Dry
TRAIL	1PT011JH1M9008780	8780	2			WI	48'	13' 6"	13' 6"	Dry
GDAN	1GRAA9621NB049706	9706	2				48'	13' 6"	13' 6"	Dry
GDAN	1GRAA9623MB151607	1607	2	14,740	8/17/91	OK	48'	13' 6"	13' 6"	Dry
GDAN	1GRAA9625KB181804	1804	2			OK	45'	13'	13'	Dry
GDAN	1GRAA9020KB009205	9205	2	13,560	4/17/91	OK	45'	13'	13'	Dry
GDAN	1GRAA9022KB009206	9206	2	13,560	4/17/91	OK	45'	13'	13'	Dry
GDAN	1GRAA9024KB009207	9207	2	13,560	4/17/91	OK	45'	13'	13'	Dry
GDAN	1GRAA9027LS004102	4102	2	13,940	3/17/91	OK	45'	13'	13'	Dry
GDAN	1GRAA9629LB013701	3701	2	16,705	4/17/91	OK	45'	13'	13'	Refer
GDAN	1GRAA9026LB013502	3502	2	16,705	4/17/91	OK	45'	13'	13'	Refer
GDAN	1GRAA9029LB094501	4501	2	16,405	3/17/91	OK	45'	13'	13'	Refer
GDAN	1GRAA9020LB094502	4502	2	16,405	3/17/91	OK	45'	13'	13'	Refer
GDAN	1GRAA9623PB035103	1802	2	15,000	9/23/92	OK	48'	13' 6"	13' 6"	Dry
GDAN	1GRAA9023SB023602	3602	2	17,380	9/22/94	OK	45'	13' 6"	13' 6"	Refer
TRAIL	1PT011NH3M9007639	7639	2	15,300	7/15/91	OK	53'	13' 6"	13' 6"	Refer
WABA	1JJV532EXNL176388	6388	2		9/10/92	OK	53'	13' 6"	13' 6"	Refer
TRAIL	1PT011NJ4M9002954	2954	2		6/3/91	OK	45'	13' 6"	13' 6"	Refer
TRAIL	1PT011NH4L9010273	273	2	18,340	7/30/90	OK	48'	13' 6"	13' 6"	Refer
GDAN	1GRAA9021KB180402	402	2		6/3/91	OK	45'	13' 6"	13' 6"	Refer
GDAN	1GRAA9024KB048301	8301	2	16,000	10/26/88	OK	48'	13' 6"	13' 6"	Refer
TRAIL	1PT011NJ0M9002935	2935	2		6/3/91	OK	45'	13' 6"	13' 6"	Refer
GDAN	1GRAA932ZLB137406	7406	2			OK	48'	13' 6"	13' 6"	Refer

GDAN	1GRAA9627LB149602	9602	2			OK	48'	13' 6"	Refer	1
TRAIL	1PTO1ANH2M9007843	7843	2	16,800	8/29/91	OK	48'	13' 6"	Refer	1
TRIM	1PTO11NJ1M9007836	7836	2			OK	45'	13' 6"	Refer	1
TRAIL	1PTO11NJ5M9007838	7838	2				45'	13' 6"	Refer	1
TRIM	1PTO11NJ3M9007840	7840	2			OK	45'	13' 6"	Refer	1
GDAN	1GRAA9627LB057101	7101	2	15,500	7/30/2174	OK	48'	13' 6"	Refer	1
TRIM	1PTO11NH9M9009329	9329	2	16,000	7/24/91	OK	48'	13' 6"	Refer	1
TRIM	1PTO11NH5M9009330	9330	2	16,000	7/24/91	OK	48'	13' 6"	Refer	1
TRAIL	1PTO11NJXM9008810	8810	2	20,350	8/14/2001	OK	48'	13' 6"	Refer	1
WABA	1JVA82E0NL176366	6366	2		4/29/1992	OK	48'	13' 6"	Refer	1
WABASH	1JVA482E2NL176305	6305	2		7/21/1992	OK	48'	13' 6"	Refer	1
WABASH	1JVA482E0NL176304	6304	2		7/21/1992	OK	48'	13' 6"	Refer	1
WABASH	1JVA482E5NL176301	6301	2		7/21/1992	OK	48'	13' 6"	Refer	1
WABASH	1JVA482E7NL176302	6302	2		7/21/1992	OK	48'	13' 6"	Refer	1
WABASH	1JVA482E3NL176300	6300	2		7/21/1992	OK	48'	13' 6"	Refer	1
GDAN	1GRAA9026LB094603	4603	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA9028LB094604	4604	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA902XLB094605	4605	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA9021LB094606	4606	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA9023LB094607	4607	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA9025LB094608	4608	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA9027LB094609	4609	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA9023LB094610	4610	2	13,720	3/17/91	OK	45'	13'	Dry	1
GDAN	1GRAA9024MB150801	0801	2	13,780	7/16/91	OK	45'	13' 6"	Dry	1
GDAN	1GRAA9026MB150802	0802	2	13,780	7/16/91	OK	45'	13' 6"	Dry	1
GDAN	1GRAA9028MB150803	0803	2	13,780	7/16/91	OK	45'	13' 6"	Dry	1
GDAN	1GRAA9621MB150701	0701	2	14,080	7/16/91	OK	45'	13' 6"	Dry	1
GDAN	1GRAA9623MB150702	0702	2	14,080	7/16/91	OK	48'	13' 6"	Dry	1
GDAN	1GRAA962XLS004201	4201	2	16,000	10/1/1989	OK	48'	13' 6"	Dry	1
GDAN	1GRAA9621LS004202	4202	2	16,000	10/1/1989	OK	48'	13' 6"	Dry	1
DORSEY	1DTV61X29JW030010	10	2				48'	13' 6"	Refer	1
GDAN	1GRAA9620LB149201	9201	2						Refer	1
GDAN	1GRAA9621LB149207	9207	2						Refer	1
TRAIL	1PTO11AJ4L9011660	1660	2						Refer	1
GDAN	1GRAA932XMB020405	405	2						Refer	1
GDAN	1GRAA9321MB20406	406	2						Refer	1
TRAIL	1PTO11NH4N900541	541	2						Refer	1
TRAIL	1PTO11NH5N900533	533	2						Refer	1
TRAIL	1PTO11NH2N900537	537	2						Refer	1

TRAIL	1PTO11NH0N900538	538	2				Refer	1
TRAIL	1PTO11NH6N900539	539	2				Refer	1
GDAN	1GAA9825KB96700	6700	2				Refer	1
GDAN	1GAA9826KB96701	6701	2				Refer	1
TRAIL	1PTO11AJXL0011663	1663	2				Refer	1
TRAIL	1PTO11NJ7M908814	8814	2				Refer	1
TRAIL	1PTO11NJ5M908813	8813	2				Refer	1
TRAIL	1NNVF4820JM113703	3703	2				Refer	1
TRAIL	1NNVF4920JM113699	3699	2				Refer	1
TRAIL	1NNVF4823JM113700	3700	2				Refer	1
TRAIL	1NNVF4827JM113702	3702	2				Refer	1
GDAN	1GAA9323JB169802	9802	2				Refer	1
GDAN	1GAA9627HB157802	7802	2				Refer	1
GDAN	1GAA9627HB130205	205	2				Refer	1
	NO TAG		2				Refer	1
	NO TAG		2				Refer	1
GDAN	1GAA9625NB95820	5820	2				Refer	1
GDAN	1GAA9624NB95806	5806	2				Refer	1
GDAN	1GAA9628NB085830	5830	2				Refer	1
GDAN	1GAA9626NB95826	5826	2				Refer	1
TRAIL	1PTO11NJ8R909685	9685	2				Refer	1
			2				Refer	1
GDAN	1GAA9023KB180403	403	2				Refer	1
GDAN	1GAA9029MB079601	9601	2				Refer	1
GDAN	1GAA9328LB95634	5634	2				Refer	1
TRAIL	1GAA9025KB181102	1102	2				Refer	1
						45'		
						13'		

Total		6		Vehicle		Unladen		of		Title	
Make	Identification Number	Type	Axles	Weight	Purchase	State					
KW	1XKBD99X0SS645731	TR	3	16,300	9/30/94	WI	1				
INTL	1HSHKA4R6PH473626	TR	3	14,080	9/23/92	WI	1				
INTL	1HSHKA4RXPH473628	TR	3	14,080	9/23/92	WI	1				
PTRB	1XPBD59X6ND312915	TR	3	14,800	7/1/91	WI	1				
PTRB	1XPBD59X4ND312914	TR	3	14,800	7/1/91	WI	1				
PTRB	1XPBD59X4ND312881	TR	3	14,800	7/1/91	WI	1				
Total		6		6		6		6		6	

Vehicle			Unladen				
Make	Identification Number	Type	Axes	Weight	Purchase	State	Dry/Ref
TRAIL	1PTO11NJ2M9003312	TL	2				
TRAIL	1PTO11NJ6M9002955	TL	2				
GRDAN	1RGAA9626KB182704	TL	2				
GRDAN	1GRAA9620KB182701	TL	2				
WABASH	1JJV462E4NL176368	TL	2				
WABASH	1JJV482E2NL176353	TL	2				

Total		6					
Vehicle			Unladen				
Make	Identification Number	Type	Axes	Weight	Purchase	State	Title
KW	1XKBD99X5SS645711	TR	3	15,540	9/21/94	UT	
KW	1XKBD99X7SS645712	TR	3	15,520	9/21/94	UT	
KW	1XKBD99X9SS645713	TR	3	15,260	9/21/94	UT	
KW	1XKBD99X0SS645678	TR	3	16,800	9/29/94	UT	
KW	1XKBD99X9SS645680	TR	3	16,800	9/29/94	UT	
PTRB	1XP6D69X3PD607402	TR	3	17,920	9/15/92	UT	

Total		77					
Vehicle			Unladen				
Make	Identification Number	Type	Axes	Weight	Purchase	State	Title
UTIL	7L35988005	CG	1	2,550	4/26/1985	OK	
UTIL	7L68751011	CG	1	2,800	2/18/1985	OK	
UTIL	7L68751012	CG	1	2,800	2/18/1985	OK	
UTIL	7L68751021	CG	1	2,800	2/18/1985	OK	
UTIL	7L79709016	CG	1	2,500	2/18/1985	OK	
UTIL	7L79709019	CG	1	2,500	2/18/1985	OK	
POLA	1PMV04526E4038996	TL	2	13,500	6/1/1984	OK	Dry
TRAIL	1PT011RJ3F9001694	TL	2	13,500	10/1/1984	OK	Dry
TRAIL	1PT011RJ5F9001695	TL	2	13,500	10/1/1984	OK	Dry
TRAIL	1PT011RJ7F9001696	TL	2	13,500	10/1/1984	OK	Dry
TRAIL	1PT011RJ7F9009376	TL	2	12,000	11/1/1985	OK	Dry
TRAIL	1PT011RJ9F9009377	TL	2	12,000	11/1/1985	OK	Dry
TRAIL	1PT011SJ3G9002422	TL	2	12,000	3/1/1986	OK	Dry
TRAIL	1PT011SJ5G9002423	TL	2	12,000	3/1/1986	OK	Dry
TRAIL	1PT011SJ7G9002424	TL	2	12,000	3/1/1986	OK	Dry
TRAIL	1PT011SJ9G9002425	TL	2	12,000	3/1/1986	OK	Dry

TRAIL	1PT0111J0G9002426	TL	2	12,000	3/1/1986	OK	1	45'	Dry
TRAIL	1PT0111JXH9009466	TL	2	14,200	8/00/87	OK	1	45'	Dry
TRAIL	1PT0111JJ1H9009467	TL	2	17,000	9/00/87	OK	1	45'	Dry
TIMP	48050	TL	2	15,500	1/2/80	OK	1	42'	Refer
TRAIL	48051	TL	2				1	42'	Refer
TRAIL	48052	TL	2				1	42'	Refer
TIMP	48053	TL	2	15,500	1/2/81	OK	1	42'	Refer
TIMP	48054	TL	2	15,500	1/2/81	OK	1	42'	Refer
TIMP	48709	TL	2	14,500	1/2/81	OK	1	42'	Refer
TIMP	48710	TL	2	14,500	1/2/81	OK	1	42'	Refer
TRAIL	48708		2				1	42'	Refer
TIMP	1TDR45024BA050665	TL	2	13,800	1/2/81	OK	1	45'	Refer
TRAIL	1TDR45024BA050671	TL	2				1	45'	Refer
TIMP	1TDR45021BA050672	TL	2	13,800	1/2/81	OK	1	45'	Refer
TIMP	1TDR45025BA050674	TL	2	13,800	1/2/81	OK	1	45'	Refer
TIMP	1TDR45027BA050675	TL	2	13,800	1/2/81	OK	1	45'	Refer
TIMP	1TDR45022BA050678	TL	2	13,000	1/2/81	OK	1	45'	Refer
TIMP	1TDR45022BA050679	TL	2	13,800	1/2/81	OK	1	45'	Refer
AMEM	1PMR04528E3037842	TL	2	13,500	3/1/84	OK	1	45'	Refer
AMEM	1PMR0452XE3037843	TL	2	13,500	3/1/84	OK	1	45'	Refer
TRAIL	1PT0111NJ5F9009589	TL	2	12,000	11/1/85	OK	1	45'	Refer
TRAIL	1PT0111NJ1F9009590	TL	2	12,000	11/1/85	OK	1	45'	Refer
TRAIL	1PT0111NJ5F9009592	TL	2	12,000	11/1/85	OK	1	45'	Refer
TRAIL	1PT0111NJ7F9009593	TL	2	12,000	11/1/85	OK	1	45'	Refer
TRAIL	1PT0111NJ7G9002306	TL	2	12,000	3/1/86	OK	1	45'	Refer
TRAIL	1PT0111J9G9002307	TL	2	12,000	3/1/86	OK	1	45'	Refer
TRAIL	1PT0111J0G9002308	TL	2	12,000	3/1/86	OK	1	45'	Refer
TRAIL	1PT0111J2G9002309	TL	2	12,000	3/1/86	OK	1	45'	Refer
TRAIL	1PT0111J9G9002310	TL	2	12,000	3/1/86	OK	1	45'	Refer
TRAIL	1PT0111J9G9009404	TL	2	12,000	10/1/86	OK	1	45'	Refer
TRAIL	1PT0111J0G9009405	TL	2	12,000	7/1/86	OK	1	45'	Refer
TRAIL	1PT0111NJ5G9010193	TL	2	12,000	10/1/86	OK	1	45'	Refer
TRAIL	1PT0111NJ5G9010194	TL	2	12,000	10/1/86	OK	1	45'	Refer
TIMP	1PT0111NJ6H9009362	TL	2	17,000	8/1/87	OK	1	45'	Refer
TIMP	1PT0111NJ8H9009363	TL	2	17,000	8/1/87	OK	1	45'	Refer
TIMP	1PT0111NJXH9009364	TL	2	17,000	8/1/87	OK	1	45'	Refer
TIMP	41620	TL	2	16,860	4/1/88	OK	1	48"	Refer
TIMP	41622	TL	2	16,860	4/1/88	OK	1	48"	Refer
TIMP	41623	TL	2	16,860	4/1/88	OK	1	48"	Refer
TIMP	41627	TL	2	16,860	4/1/88	OK	1	48"	Refer

TIMP	41628	TL	2	16,860	4/1/88	OK	1	48'	Refer
TIMP	41629	TL	2	16,860	4/1/88	OK	1	48'	Refer
TIMP	41630	TL	2	16,860	4/1/88	OK	1	48'	Refer
TIMP	41631	TL	2	16,860	4/1/88	OK	1	48'	Refer
TIMP	41632	TL	2				1	48'	Refer
TIMP	39205	TL	2				1	48'	Refer
TIMP	39206	TL	2	16,860	4/1/88	OK	1	48'	Refer
TIMP	39207	TL	2	16,860	4/1/88	OK	1	48'	Refer
GDAN	1GAA9023KS128902	TL	2	17,000	6/29/89	OK	1	45'	Refer
GDAN	1GAA9025KS128903	TL	2	17,000	6/29/89	OK	1	45'	Refer
TRAIL	1PT011NJ7M9006111	TL	2	15,000	3/25/91	OK	1	45'	Refer
TRAIL	1PT011NJ9M9006112	TL	2	15,000	3/25/91	OK	1	45'	Refer
TRAIL	1PT011PJOM9006113	TL	2	15,000	3/25/91	OK	1	45'	Refer
TRAIL	1PT011NJ2M9006114	TL	2	15,000	3/25/91	OK	1	45'	Refer
TRAIL	1PT011NJ2J9011292	TL	2	17,500	10/1/88	OK	1	45'	Refer
TRAIL	1PT011NJ4J9011293	TL	2	17,500	10/18/88	OK	1	45'	Refer
GDAN	1GAA9021KS128901	TL	2	17,000	6/29/89	OK	1	45'	Refer
TRAIL	1PT011NJ1L9011805	TL	2	16,000	9/1/90	OK	1	45'	Refer
TRAIL	1PT011NJ3L9011806	TL	2	16,000	9/1/90	OK	1	45'	Refer
TRAIL	1PT011NJ5L9011807	TL	2	16,000	9/1/90	OK	1	45'	Refer
TRAIL	1PT011NJ7L9011808	TL	2	16,000	9/1/90	OK	1	45'	Refer
TRAIL	1PT011NJ5M9006110	TL	2	15,000	3/25/91	OK	1	45'	Refer
TRIM	1PT01ANH7M9008695	TL	2	17,500	7/18/91	OK	1	48'	Refer
TRIM	1PT01ANH9M9008696	TL	2	17,500	7/18/91	OK	1	48'	Refer
TRIM	1PT01ANHOM9008697	TL	2	17,500	7/18/91	OK	1	48'	Refer
TRIM	1PT01ANH2M9008698	TL	2	17,500	7/18/91	OK	1	48'	Refer
TRIM	1PT01ANH4M9008699	TL	2	17,500	7/18/91	OK	1	48'	Refer

2 tractors

Make	Vehicle Identification Number	Type	Axles	Unladen Weight	of Purchase	Title State
VOLVO	857944		3			1
FRHTLNR	XHA32471		3			1

Total 6 6 trailers

Make	Identification Number	Type	Axes	Weight	Purchase	State	Length	Width	Height	Dry/Ref
GDAN	N6049706	TL	2				48'	96"	13' 96"	DRY
GDAN	1GRAA9629LS004402	TL	2	16,000	4/14/2099	OK	48'	102"	13' 96"	DRY
AMER	1YKV04828J3043642	TL	2	17,000	4/8/2119	OK	48'	96"	13' 96"	DRY
TRIM	1PT011JH4J9008557	TL	2	13,200	4/5/2070	OK	48'	96"	13' 96"	DRY
GDAN	1GRAA9621MB151606	TL	2	14,470	8/17/91	OK	48'	102"	13' 96"	DRY
GDAN	1GRAA962XNB049710	TL	2	13,500	10/08/91	OK	48'	96"	13' 96"	DRY

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Year	Make	Vehicle Identification Number	Type	Date of Purchase			Unladen Weight	Axles	State	Title
				Year	Month	Day				
92	FORD	1FTYY95L9NVA19515	3841 TRACTOR	19515	02	01	16,800	3	WI	WI
94	FRGHLN	1FUY3MCB7RP568905	163141 1994 TRACTO		02	02	16,280	3	WI	WI
94	FORD	1FTYY95L4RVA07102	94 FORD LTA 9000 #		09	01	16,000	3	WI	WI
95	KENWRH	1XKBD88X5SS645661	KENWORTH TRACTOR		09	01	16,000	3	WI	WI
95	KENWRH	1XKBD99X9SS645663	KENWORTH TRACTOR		09	01	16,000	3	WI	WI
95	KENWRH	1XKBD99X4SS645666	KENWORTH TRACTOR		09	02	16,000	3	WI	WI
95	KENWRH	1XKB99XXSS645669	KENWORTH TRACTOR		09	03	16,000	3	WI	WI
95	KENWRH	1XKBD98X3SS645707	CON TA TRACTOR		09	24	16,000	3	WI	WI
95	KENWRH	1XKBD99X5SS645708	CON TA TRACTOR		09	24	16,000	3	WI	WI
95	KENWRH	1XKBD99X7SS645709	CON TA TRACTOR		09	24	16,000	3	WI	WI
95	INTNL	1HSHGAHR3SH624488	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
94	INTNL	1HSHGAHR1SH624490	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
95	INTNL	1HSHGAHR5SH624492	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
95	INTNL	1HSHGAHR7SH624493	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
95	INTNL	1HSHGAHR0SH631091	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
95	INTNL	1HSHGAHR2SH631092	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
95	INTNL	1HSHGAHR4SH631093	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
94	INTNL	1HSHGAHR6SH6316	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
95	INTNL	1HSHGAHR8SH631095	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI
95	INTNL	1HSHGAHRXSH631096	TRACTOR-TANDEM AXL		06	24	16,550	3	WI	WI

95	INTNL	1HSHGAHR5SH624489	TRACTOR-TANDEM AXL	3	16,550	06/24/94	WI	1	
95	INTNL	1HSH6AHR35H624491	TRACTOR-TANDEM AXL	3	16,550	06/24/94	WI	1	
95	INTNL	1HSHGAHR9SH624494	TRACTOR-TANDEM AXL	3	16,550	06/24/94	WI	1	
95	INTNL	1HSHGAHR0SH624495	TRACTOR-TANDEM AXL	3	16,550	06/24/94	WI	1	
93	FRGHLN	1FUY3LYB2PP492638	CON TA CUM 3.42 7	3	16,280	06/01/99	WI	1	
94	KENWRH	1XKBD59X9RJ619816	CON TA CUM 3.42 7	3	16,000	07/05/99	WI	1	
94	KENWRH	1XKBD59X0RJ619817	CON TA CUM 3.42 7	3	16,000	07/05/99	WI	1	
94	KENWRH	1XKBD99X2SS845651	CON TA CUM 3.42 7	3	16,000	07/05/99	WI	1	
94	KENWRH	1XKBD89K3RJ622803	CON TA CUM 3.42 7	3	16,000	07/05/99	WI	1	
94	KENWRH	1XKBD59X4RJ619819	CON TA CUM 3.42 7	3	16,000	07/05/99	WI	1	
94	INTNL	1HSHGAHR7SH628544	TRACTOR	3	16,550	06/01/99	WI	1	
94	INTNL	1HSHGAHR5SH628543	TRACTOR	3	16,550	06/01/99	WI	1	
94	FRGHLN	1FUY3MCB3RP568903	TRACTOR	3	16,280	06/01/99	WI	1	
94	FRGHLN	1FUY3MCB5RP568904	TRACTOR	3	16,280	06/01/99	WI	1	
95	INTNL	1HSRDAHR35H624519	TRACTOR	3	16,550	02/01/99	WI	1	
95	KENWRH	1XKBD99X8SS845699	TRACTOR T/A	3	16,000	09/01/94	WI	1	
95	KENWRH	1XKBD99X4SS845683	CON TA TRACTOR	3	16,000	09/01/94	WI	1	
94	KENWRH	1XXBD594RJ619822	CON TA CUM 3.42 7	3	16,000	10/01/93	WI	1	
94	KENWRH	1XKBD59X6RJ619823	CON TA CUM 3.42 7	3	16,000	10/01/93	WI	1	
94	KENWRH	1XKBD59XXRJ619825	CON TA CUM 3.42 7	3	16,000	10/01/93	WI	1	
95	KENWRH	1XKBD99X3SS845710	CON TA TRACTOR	3	16,000	06/01/00	WI	1	

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		Vehicle		Unladen		Date of		Title	
Bar	Make	Identification Number	Type	Axes	Weight	Purchase	State	Length	Dry/Ref
102	WABASH	1JJV532W22L790663	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W02L790662	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W62L790665	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W22L790670	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W22L790677	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W12L790685	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W22L790680	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W52L790673	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W92L790675	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W12L790668	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1
102	WABASH	1JJV532W62L790682	TRAILER-2002 DRY V	2		06/04/01	WI	53'	Dry 1

02	WABASH	1JJV532W02L790676	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532WX2L790684	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532W62L790679	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532W82L790666	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532W72L790688	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532W82L790683	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532W32L790686	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532W52L790687	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1
02	WABASH	1JJV532W42L790678	TRAILER-2002 DRY V	2	06/04/01	WI	53'	Dry	1

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14 Tractors

Year	Make	Identification Number	Type	Axes	Weight	State
1994	FRTLNR	11FUY3LYBXRO605626	TR	3		OK
1994	FRTLNR	1FUY3LYBXRP605627	TR	3		OK
1995	KENWTH	S645654	TR	3		OK
1995	KENWTH	S645655	TR	3		OK
1995	KENWTH	S645656	TR	3		OK
1995	KENWTH	S645657	TR	3		OK
1995	KENWTH	S645658	TR	3		OK
1991	FRTLNR	395012	TR	3		OK
1993	KENWTH	1XKBD59X4PJ587497	TR	3		OK
1993	INTL	1HSHKA4R7PH473621	TR	3		OK
1993	INTL	1HSHKA4R9PH473622	TR	3		OK
1993	INTL	1HSHKA4R9PH473623	TR	3		OK
1993	INTL	1HSHKA4R7PH473624	TR	3		OK
1993	INTL	1HSHKA4R7PH473625	TR	3		OK

Total 19

		Vehicle		Unladen	
Make	Identification Number	Type	Axes	Weight	State
INTL	1HSHGAHR1SH628538	TR	3	15,500	OK
INTL	1HSHGAHR3SH628539	TR	3	15,500	OK

INTL	1HSHGAHRXSH628540	TR	3	15,500	7/7/94	OK	1
INTL	1HSHGAHR1SH628541	TR	3	15,500	7/7/94	OK	1
INTL	1HSHGAHR3SH628542	TR	3	15,500	7/25/94	OK	1
INTL	1HSHKA4R6PH473447	TR	3	17,000	9/1/92	OK	1
INTL	1HSHKA4RXP473449	TR	3	17,000	9/1/92	OK	1
FORD	1FTYY95L6RVA07103	TR	3	14,325	9/3/1993	OK	1
INTL	1HSHKA4R4PH473446	TR	3				1
INTL	1HSHK4R84H473448	TR	3				1
FORD	1FTYY95L7NVA19531	TR	3				1
INTL	1HSHKA4R9NH409058	TR	3				1
FORD	1FTYY95L6HVA19536	TR	3				1
INTL	1HSHKA4R9NH409061	TR	3				1
INTL	1HSHKA4R7PH463106	TR	3				1
FORD	1FTYY95B6NVA28887	TR	3				1
FORD	1FTYY95B8MUA28888	TR	3				1
FORD	1FTYY95BXMVA28889	TR	3				1
FORD	1FTYY9586NVA28890	TR	3				1

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Make	Identification Number	Type	Axes	Weight	Purchase	State	Length	Dry/Ref
GDAN	1GRAA9026LB161006	TL	2				45'	Refer
GDAN	1GRAA9027MB021614	TL	2				45'	Refer
GDAN	1GRAA9029MB021615	TL	2				45'	Refer
GDAN	1GRAA9624R8047902	TL	2				48'	Refer
GDAN	1GRAA9622R8047901	TL	2				48'	Dry
GDAN	1GRAA9622R8181601	TL	2				48'	Refer
GDAN	1GRAA9629KB180204	TL	2				48'	Refer
DORSEY	1DTV61X29OW030007	TL	2				48'	Refer
GDAN	1GRAA9628R8047904	TL	2				48'	Refer
DORSEY	1DTV61225KW032044	TL	2				48'	Refer
DORSEY	1DTV6122OLA197238	TL	2				48'	Refer
GDAN	1GRAA9628R8047903	TL	2				48'	Refer
GDAN	1GRAA9626R8180001	TL	2				48'	Refer
GDAN	1GRAA9626R8180002	TL	2				48'	Refer
WABASH	1JVV482E9NL176320	TL	2				48'	Refer

Totals 79

ar	Make	Identification Number	Type	Axles	State	Length	Dry/Ref
			TL	2	WI	45'	REF
			TL	2	WI	45'	REF
			TL	2		45'	
88	AMERICAN	1YKVO4821J3043644	TL	2	PA	48'	DRY
88	AMERICAN	1YKVO4827J3043650	TL	2	OK	48'	DRY
89	TRAILMOBILE	1PT011JH5K9006429	TL	2	OK	48'	DRY
89	TRAILMOBILE	1PT011JH8K9006439	TL	2	OK	48'	DRY
89	TRAILMOBILE	1PT011JH4K9006440	TL	2	OK	48'	DRY
89	TRAILMOBILE	1PT011JH9K9006448	TL	2	OK	48'	DRY
89	TRAILMOBILE	1PT011JH0K9006449	TL	2	OK	48'	DRY
91	TRAILMOBILE	1PT011JH6M9009021	TL	2	OK	48'	DRY
76	TRAILMOBILE	P91311	TL	2	OK	45'	DRY
76	TRAILMOBILE	P91318	TL	2	OK	48'	DRY
			TL	2		43'	
79	AMERICAN	33426	TL	2	OK	43'	DRY
79	AMERICAN	33419	TL	2	OK	43'	DRY
79	AMERICAN	33418	TL	2	OK	43'	DRY
79	AMERICAN	33420	TL	2	OK	43'	DRY
81	AMERICAN	1PMV04329B4034407	TL	2	OK	45'	DRY
81	AMERICAN	1PMV04320B4034408	TL	2	OK	43'	DRY
81	AMERICAN	1PMV04322B4034409	TL	2	OK	43'	DRY
81	AMERICAN	1PMV04320B4034411	TL	2	OK	43'	DRY
81	AMERICAN	1PMV04322B4034412	TL	2	OK	43'	DRY
83	TRAILMOBILE	1PT011RJ2D9004115	TL	2	OK	45'	DRY
83	TRAILMOBILE	1PT011RJ8D9004118	TL	2	OK	45'	DRY
83	TRAILMOBILE	1PT011RJXD9004119	TL	2	OK	43'	DRY
84	POLAR	1PMV04524E4038351	TL	2	OK	45'	DRY
84	POLAR	1PMV04526E4038352	TL	2	OK	45'	DRY
84	POLAR	1PMV04523E4038356	TL	2	OK	45'	DRY
84	AMERICAN	1PMV04522E4038364	TL	2	OK	45'	DRY
85	TRAILMOBILE	1PT011SH4F9009391	TL	2	OK	48'	DRY
85	TRAILMOBILE	1PT011SH6F9009392	TL	2	OK	48'	DRY
85	TRAILMOBILE	1PT011SH3F9009396	TL	2	OK	48'	DRY
85	TRAILMOBILE	1PT011SH7F9009398	TL	2	OK	48'	DRY
85	TRAILMOBILE	1PT011SH1F9009400	TL	2	OK	48'	DRY
86	TRAILMOBILE	1PT011SH7G9002694	TL	2	OK	48'	DRY

56	TRAILMOBILE	1PT011SH2F9002697	TL	2	OK	48'	DRY	1
56	TRAILMOBILE	1PT011SH4G9002698	TL	2	OK	48'	DRY	1
58	GREAT DANE	1GRAA9626JS127703	TL	2	OK	48'	DRY	1
91	GREAT DANE	1GRAA9620MB023213	TL	2	OK	48'	DRY	1
91	GREAT DANE	1GRAA9622MB023214	TL	2	OK	45'	DRY	1
			TL	2		48'		1
92	GREAT DANE	1GRAA9027CS005802	TL	2	OK	45'	DRY	1
92	GREAT DANE	1GRAA9026CS005810	TL	2	OK	45'	DRY	1
92	GREAT DANE	1GRAA9024CS005806	TL	2	OK	45'	DRY	1
92	GREAT DANE	1GRAA9029CS005803	TL	2	OK	45'	DRY	1
92	GREAT DANE	1GRAA9029CS005817	TL	2	OK	48'	DRY	1
92	GREAT DANE	1GRAA9021CS005813	TL	2	OK	45'	DRY	1
92	GREAT DANE	1GRAA9025CS005815	TL	2	OK	45'	DRY	1
92	GREAT DANE	1GRAA9028CS005811	TL	2	OK	45'	DRY	1
93	BUDD	1BK10V929DE204977	TL	2	OK	48'	DRY	1
92	GREAT DANE	1GRAA9020CS005804	TL	2	OK	45'	DRY	1
78	FREUHAUF	CHV313101	TL	2	OK	45'	DRY	1
79	FREUHAUF	CHV313112	TL	2	OK	45'	DRY	1
79	FREUHAUF	CHV313124	TL	2	OK	45'	DRY	1
79	FREUHAUF	CHV313127	TL	2	OK	45'	DRY	1
77	GREAT DANE	B04519	TL	2	OK	45'	DRY	1
78	GREAT DANE	92471	TL	2	OK	45'	DRY	1
78	GREAT DANE	92464	TL	2	OK	45'	DRY	1
78	GREAT DANE	92469	TL	2	OK	45'	DRY	1
78	GREAT DANE	92462	TL	2	OK	45'	DRY	1
78	GREAT DANE	92452	TL	2	OK	45'	DRY	1
78	GREAT DANE	92478	TL	2	OK	45'	DRY	1
78	GREAT DANE	B05016	TL	2	OK	45'	DRY	1
78	GREAT DANE	B05018	TL	2	OK	45'	DRY	1
78	GREAT DANE	B04798	TL	2	OK	45'	DRY	1
93	BUDD	1BK10V928DE204985	TL	2	OK	48'	DRY	1
90	BUDD	187765E	TL	2	OK	48'	DRY	1
90	BUDD	187753E	TL	2	OK	45'	DRY	1
90	BUDD	187740E	TL	2	OK	45'	DRY	1
79	BUDD	168571E	TL	2	OK	45'	DRY	1
79	BUDD	168548E	TL	2	OK	48'	DRY	1
98	TRAILMOBILE	1PT011SH4J9011246	TL	2	OK	48'	DRY	1
98	TRAILMOBILE	1PT011SH6J9011247	TL	2	OK	48'	DRY	1
98	TRAILMOBILE	1PT011SHXJ9011249	TL	2	OK	48'	DRY	1
98	TRAILMOBILE	1PT011SH5J9011255	TL	2	OK	48'	DRY	1

39	GREAT DANE	1GRAA9027KB181702	TL	2	OK	45'	DRY	1
32	WABASH	1JJV452E8NL176386	TL	2	OK	45'	DRY	1

Total		7						
	Identification Number	Type	Axles	Weight	Cost	State		
30	PH462955	TR	3				1	
30	PH473631	TR	3				1	
00	RJ380262	TR	3				1	
00	OJ379505	TR	3				1	
00	OJ379586	TR	3				1	
00	RJ380488	TR	3				1	
00	RJ380489	TR	3				1	

21. **COMPLETE AGREEMENT:** This Agreement constitutes the entire understanding between the parties and replaces any and all prior agreements related to the Sales. This Agreement may not be modified or amended except in writing signed by both parties.

FLEMING COMPANIES, INC.
E.I.N.: _____

By: _____

Name: _____

Title: _____

Date: _____

DOVEBID, INC.
California Bond Number 57BSBA17624

By:  _____

Name: Kirk Dove

Title: President, Global Auction Services
and Chief Operating Officer

Date: 5/15/03 _____

EXHIBIT 2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

**AFFIDAVIT AND STATEMENT OF JACKSON R. GWIN
IN SUPPORT OF THE APPLICATION OF THE DEBTORS FOR AN
ORDER (A) AUTHORIZING THE EMPLOYMENT AND RETENTION OF
DOVEBID, INC. AND AMH CORP. AS AUCTIONEERS FOR THE SALE OF
RESIDUAL ASSETS, (B) ESTABLISHING AN EXPEDITED PROCEDURE TO
SELL RESIDUAL ASSETS PURSUANT TO THE AUCTION AGREEMENT WITH
DOVEBID, INC., AND (C) AUTHOURZING, BUT NOT REQUIRING,
THE SALE OF THE RESIDUAL ASSETS**

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, Jackson Raymond Gwin, being duly sworn according to law, upon this oath,
deposes and says:

1. I am the President of AMH Corp. ("AMH"), which has its principal office
at 14232 Marsh Lane, Suite 437, Addison, Texas 75001. I am authorized to execute this
affidavit on behalf of AMH. Unless otherwise stated in this affidavit, I have personal
knowledge of the facts set forth herein.

¹ The Debtors are the following entities: Core-Mark International, Inc.; Fleming Companies, Inc.; ABCO Food Group, Inc.; ABCO Markets, Inc.; ABCO Realty Corp.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; Dunigan Fuels, Inc.; Favar Concepts, Ltd.; Fleming Foods Management Co., L.L.C.; Fleming Foods of Texas, L.P.; Fleming International, Ltd.; Fleming Supermarkets of Florida, Inc.; Fleming Transportation Service, Inc.; Food 4 Less Beverage Company, Inc.; Fuelserv, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; Minter-Weisman Co.; Piggly Wiggly Company; Progressive Realty, Inc.; Rainbow Food Group, Inc.; Retail Investments, Inc.; Retail Supermarkets, Inc.; RFS Marketing Services, Inc.; and Richmar Foods, Inc.

2. This affidavit is being submitted in connection with the proposed retention of DoveBid and AMH as Asset Disposition Agents to the above-captioned debtors and debtors in possession (collectively, the "Debtors") to perform services as set forth in the application seeking to retain DoveBid (the "Application").

3. AMH Corp. is the nation's premier reseller of used material handling equipment with over 28 years of experience. AMH specializes in the liquidation of distribution centers across the United States. AMH's personnel has experience in new and used equipment sales, system design, installation and tear down, marketing and logistics. In fact, AMH has done similar work for Fleming Companies, Inc., one of the Debtors, in the past.

4. AMH will be assisting DoveBid with asset descriptions and the marketing and removal of certain of the Debtors' distribution center assets. DoveBid will share with AMH a portion of the fees it receives pursuant to the Auction Agreement. In particular, AMH shall be entitled to 10% of the net profit DoveBid actually earns as a result of the sale of Residual Assets² from the distribution centers located in Kansas City, KS and Lubbock, TX. All amounts paid to AMH will be paid from DoveBid's compensation and/or expense reimbursement under the Auction Agreement and will not increase the obligation of the Debtors. The Debtors will not pay any of AMH's fees or expenses.

5. In connection with its proposed retention by the Debtors in these cases, AMH undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. AMH searched the Debtors' creditor matrix and researched its client files and records to determine its connections with the Debtors, material creditors, any other party in interest, and their respective attorneys and accountants as identified to AMH by Debtor's counsel. To the best of my knowledge, AMH has

² All capitalized terms used but not defined herein shall have the same meanings given to them in the Application.

not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. Further, to the best of my knowledge, except as otherwise provided in this affidavit, AMH does not have any connections to the Debtors, material creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee for the District of Delaware or any person employed in the office of the United States Trustee for the District of Delaware.

6. Notwithstanding the foregoing, AMH is a nationwide company and has been providing services for more than 28 years. Thus, it is likely that AMH has been engaged in the past, or may presently be engaged, to provide asset valuation and/or disposition services to certain of the Debtor's creditors and other interest parties, all in matters unrelated to these chapter 11 cases. In addition, AMH has liquidated distribution centers for, and purchased surplus material handling equipment from, McKesson Corporation or one of its affiliates, which is one of the Debtor's creditors. However, this work was unrelated to the chapter 11 cases.

7. Based upon the above review and to the best of my knowledge, AMH has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If this Court approves the proposed employment of AMH by the Debtors, AMH will not accept any engagement or perform any service for any entity or person other than the Debtors in these cases. AMH will, however, continue to provide professional services to entities or persons that may be creditors or shareholders of the Debtors, or parties in interest in these chapter 11 cases; provided however, that such services do not relate to, or have any direct connection with, these chapter 11 cases.

8. Other than its compensation plans with AMH principals and employees and as set forth in Paragraph 4 above, AMH has not agreed to share with any person any compensation to be paid for the services rendered in these cases.

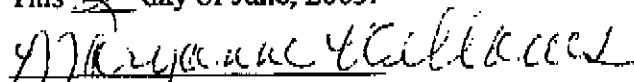
9. Based upon the foregoing, I believe that AMH is disinterested as defined in section 101(14) as modified by section 1107(b) of the Bankruptcy Code and represents no interest adverse to the Debtors.

I declare under the penalty of perjury that the foregoing is true and correct.

By:


Name: Jackson Raymond Gwin
Title: President

Sworn and subscribed to before me on
This 2 day of June, 2003.


Notary Public

