

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
 )  
Fleming Companies, et al., ) Case No. 01-10945 (MFW)  
 ) (Jointly Administered)  
Debtors. )

**STATEMENT OF CURE**

USF Logistics Services, Inc. ("USF") for its Statement of Cure pursuant to that certain July 19, 2003 Supplement Notice Re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases In Connection With Sale Motion (the "Notice") states as follows:

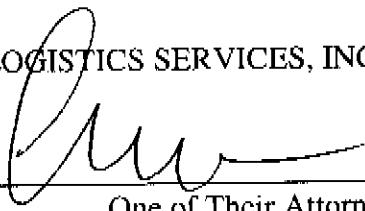
1. USF and the Debtor are parties to that certain Transportation Services Agreement (the "Agreement") attached hereto as Exhibit A in accordance with Paragraph 1 of the Notice.
2. The Debtor, in connection with the sale process, listed \$0.00 as the amount of cure currently due to USF pursuant to the Agreement.
3. USF respectfully disagrees with the Debtor's calculation of the cure amount. According to USF's records, the total outstanding arrearage in connection with the Agreement is \$219,086.95 as set forth on the attached Exhibit B.
4. The aforementioned cure amounts are not "consequential damages" but rather are past due and unpaid amounts due to USF pursuant to the terms and provisions of the Agreement.

WHEREFORE, USF Logistics Services, Inc. respectfully requests that any proposed assignment of the Agreement be strictly conditioned on the cure or prompt cure in the amount of \$219,086.95 in accordance with Section 365 of the Code.

Dated: July 24, 2003

USF LOGISTICS SERVICES, INC.

By:

  
One of Their Attorneys

Charles P. Schulman (IL Bar No. 6196461)  
Sachnoff & Weaver, Ltd.  
30 South Wacker Drive, Suite 2900  
Chicago, IL 60606  
Telephone: (312) 207-1000  
Facsimile: (312) 207-6400

**CERTIFICATE OF SERVICE**

I, Charles P. Schulman, hereby certify that I served a copy of the foregoing Statement of  
Cause to the following:

Fleming Companies, Inc.  
Attn: Contracts Department  
1945 Lakepointe Drive  
Lewisville, TX 75057

Shirley S. Cho  
Kirkland & Ellis  
777 South Figueroa Street  
Los Angeles, CA 90017

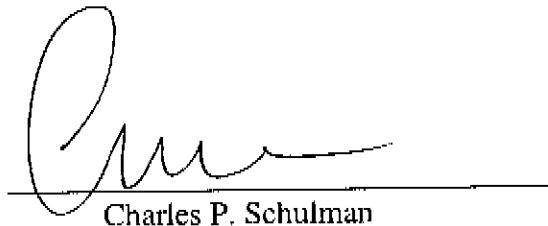
Laura Davis Jones  
Pachulski, Stang, Ziehl, Young, Jones & Weintraub P.C.  
919 North Market Street, 16<sup>th</sup> Floor  
Wilmington, DE 19899-8705

Andrew DeNatale  
White & Case  
1155 Avenue of the Americas  
New York, NY 10036

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

Robert S. Hertzberg  
Pepper Hamilton LLP  
100 Renaissance Center, 36<sup>th</sup> Floor  
Detroit, MI 48243

via Federal Express this 24<sup>th</sup> day of July, 2003.



Charles P. Schulman

# TRANSPORTATION SERVICES AGREEMENT

## DEDICATED CONTRACT CARRIER

This AGREEMENT (the "AGREEMENT") is made and executed on December 14, 1998 by and between FLEMING COMPANIES, INC. (hereinafter Fleming) whose address is 6301 Waterford Blvd. Oklahoma City, OK 73118 and USF Logistics Services Inc., (hereinafter Carrier) whose address is 3880 Salem Lake Drive, Long Grove, IL 60047.

### 1. TERM/TERMINATION

1A. The term of this Agreement shall commence on December 14, 1998, and shall continue until December 13, 2005, unless terminated sooner pursuant to the terms hereof. Either party may terminate this Agreement upon 90 days written notice to the other.

### 2. SERVICE

2A. Subject to the terms and conditions contained in this Agreement, Fleming agrees to tender dry grocery and perishable food products to Carrier for transportation by Carrier from Fleming's Lubbock, TX division to the points specified to Carrier prior to execution of this Agreement and reflected in Schedule "B" hereof, and Carrier agrees to accept and deliver the products promptly and efficiently at Carrier's sole cost and expense. Each shipment shall be evidenced by a receipt in the form specified by Fleming, signed by both Carrier and the consignee or consignees designated by Fleming showing the kind and quantity of products that Carrier received and delivered at each loading and unloading point. Carrier shall comply with the credit policies of Fleming in effect from time to time. Carrier agrees upon receipt of the products for loading to be responsible for ensuring that it is properly and safely loaded and unloaded and to transport and carry it with reasonable dispatch upon direction of Fleming and to deliver it in the same order and condition as received to the consignees at the destinations directed by Fleming. Carrier agrees to be responsible for loading to the extent that conditions of such load are visible upon a tailgate inspection with the door open. These obligations for proper and safe loading and unloading shall continue through each drop point when multiple drop points are involved.

2B. Subject to Section 5 hereof, Fleming may for any reason change the Operating assumptions set out in Schedule "B" of this Agreement.

2C. Carrier agrees upon instructions from Fleming, and within the scope of Carrier's operating authority, to arrange for and make pickups from vendors who ship products to Fleming, to transport and carry such products with reasonable dispatch, and to deliver such products in the same order and damage free condition as received to the destination directed by Fleming. The products hauled into Fleming's distribution centers shall equal the volume hauled upon the commencement date of this agreement. This volume will be evidenced by Fleming's reports, available upon demand. Fleming's obligation shall be payment of the rate set forth in Schedule "A" herein titled "Backhauls", "Freighthauls" or "Transfers".

### 3. EQUIPMENT

3A. Carrier agrees to provide and keep available during the term of this Agreement those tractors and trailers and other vehicles and items of equipment necessary for the performance of this Agreement. Fleming agrees to compensate Carrier for providing and keeping the equipment available for the movement of products during the term of this Agreement pursuant to the terms specified on Schedule "A" of this Agreement.

EXHIBIT

A

Subs

3B. Carrier shall provide spotting service as required by Fleming, with D.O.T. qualified drivers, at Fleming's Distribution Centers. All operating expense will be the responsibility of Carrier. Fleming's sole obligation for the cost of the services provided in this Section 3B shall be payment of the rates set forth in Schedule "A".

3C. Carrier shall maintain the Equipment in good repair, mechanical condition, and appearance (which includes routine inside trailer washing), and furnish all tires and other parts, supplies, and equipment necessary or required for the safe and efficient operation and maintenance of the equipment. Carrier shall pay all expenses, including the expense of road service and repair, in connection with the use and operation of the equipment.

#### **4. PERSONNEL**

4A. Carrier will employ and provide D.O.T qualified drivers or contractors for the operation of the equipment.

4B. Carrier's agents and employees, including drivers and helpers, shall at all times present a neat appearance. Uniforms are required, and at no time shall carry, show or in any way be construed to have any connection with Fleming.

4C. Neither carrier nor its employees shall be employees or agents of Fleming. At all times Carrier shall be an independent contractor engaged by Fleming. Carrier shall have sole control over its employees and designate such matters as dispatching loads, routes, helpers, assistants and other matters with respect thereto. Carrier shall be responsible for the conduct of its employees, agents and subcontractors engaged by or on behalf of Carrier in the performance of the services rendered hereunder and any activities thereto, whether such agents or employees are on Fleming's premises or otherwise.

#### **5. COMPENSATION**

5A. As full compensation for the transportation services performed by Carrier, Fleming shall pay Carrier in accordance with the rates and provisions contained in Schedule "A". Carrier agrees to participate with Fleming during the preparation of Fleming's annual business planning process to assist in estimating outbound and inbound transportation costs, and backhaul revenue expectations, for the following year. At least forty-five (45) days prior to August 1, or an alternate date communicated by Fleming as to the commencement date of the planning process, the parties shall meet and discuss the rates and charges for the coming year.

At either party's request, at least thirty (30) days prior to each anniversary of the Commencement date the parties may meet to discuss Schedule "A" rates and charges for the coming year. The parties shall negotiate in good faith to agree upon rates and charges for the coming year, but if agreement has not been reached by the anniversary of the Commencement Date starting that new year, the then current Schedule "A" rates and charges shall continue and either party may terminate this agreement upon sixty (60) days prior written notice to the other.

5B. If at any time there should occur material change in any Operating Assumptions set out in Schedule "B", either party may request that the affected rates and charges on Schedule "A" be adjusted in a manner appropriate to the change. The parties shall negotiate this adjustment in good faith and the adjustment shall be effective by mutual agreement. If after thirty (30) days the parties have been unable to agree on the adjustment, then either party may terminate this Agreement upon sixty (60) days prior written notice to the other. Such notice of termination must be given if at all, within ninety (90) days after the date of the material change in the Operating Assumptions.

5C. Carrier shall deliver to Fleming (at an address specified by Fleming) invoices for the services performed under this Agreement and Fleming shall pay each invoice within seven (7) business days after receipt of each invoice.

## **6. LICENSES**

6A. Carrier, at its sole cost and expense, shall procure and maintain all licenses and permits and pay all taxes and fees imposed by governmental authorities and applicable to the transportation services to be provided under this Agreement. Carrier shall comply with all laws and regulations controlling its performance of this Agreement.

6B. Carrier shall perform the transportation services provided for in this Agreement as an independent contractor and shall have exclusive control and direction of its employees, agents and subcontractors operating the equipment or otherwise engaged in such transportation services on behalf of the Carrier. Carrier assumes exclusive liability for the payment of local, state, and federal payroll taxes or contribution for unemployment insurance, workers compensation, pensions, social security and/or similar obligations however titled for each employee, agent or subcontractor of the Carrier engaged in the performance of such transportation services and agrees to comply with all applicable rules and regulations pertaining to such obligations.

## **7. INSURANCE**

7A. Carrier shall secure insurance policies (naming Fleming as an additional insured to the extent Fleming's interest may appear pursuant to Section 7C) providing at a minimum the following coverage:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
(1) General Liability	\$25,000,000 (per occurrence)
(2) Worker's Compensation	Coverage A: Statutory Limit Coverage B: \$1,000,000 (per occurrence)
(3) Automobile (Owned and hired) Bodily Injury and Property Damage	\$25,000,000
(4) Motor Truck Cargo Legal Liability	\$100,000 (any one vehicle)

Such insurance policies shall provide (unless prohibited by applicable statute) that written notice of cancellation shall be given to Fleming at least thirty (30) days prior to such cancellation.

Carrier will require all subcontractors and agents to provide insurance and indemnification in a form substantially similar to the requirements of this section 7, including election of worker's compensation coverage in the State of Texas.

7B. Prior to the commencement date of the initial term of this agreement and upon request thereafter, Carrier shall provide to Fleming a certificate of insurance confirming that the insurance coverage and benefits required above are in place and continuing.

7C. Carrier shall indemnify and hold Fleming and the officers, employees, and agents of Fleming harmless from and against all loss, damage, judgements, expense (including, without limitations attorneys' fees and court costs), actions and claims for injury to persons, including injury resulting in death, and damage to property (collectively "claims"), arising in connection with Carrier's performance of this Agreement, excluding, any claims to the extent they arise out of the negligence or willful misconduct of Fleming or its agents, servants, or employees.

7D. Fleming shall indemnify and hold Carrier and the officers, employees and agents of Carrier harmless from and against all loss, damage, judgements, expense (including, without limitation, attorney's fees and court costs), actions and claims for injury to persons, including injury resulting in death, and damage to property (collectively "claims"), to the extent they arise out of the negligence or willful misconduct of Fleming or its agents, servants or employees.

#### **8. LIMITATION ON DAMAGES**

8A. Except with respect to claims by and liabilities to third parties for personal and bodily injury and property damage (for which Carrier shall be fully liable to Fleming without limitation), neither party hereto shall be liable to the other party for incidental, consequential (including lost profits), punitive or exemplary damages arising in connection with this agreement or the performance or omission of performance or termination hereof, even if the other party has been advised of the possibility of such damages and without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, or otherwise).

#### **9. CARGO LIABILITY**

9A. Carrier shall be liable for any loss, damage, or injury to the products occurring while the products are in the possession or under the control of Carrier, whether such loss, damage, or injury results from Carrier's negligence or willful misconduct or (excluding acts of god or a force majeure occurring while products are on Fleming's premises) from any other cause. However, that Carrier shall not be liable for any loss, damage, or injury to the products to the extent arising out of the acts or omissions of Fleming or its agents, servants and employees. The liability of Carrier shall be measured by the cost of the products to Fleming plus five percent (5%), but shall not exceed the amount of \$100,000 per trailer load.

#### **10. FORCE MAJEURE**

10A. Carrier's and Fleming's performance under this agreement shall be adjusted or excused and neither party shall be liable under this Agreement for its failure or delay in fulfilling its obligations if such failure or delay is the result of invasions, insurrections, strike of employees of Carrier, Fleming, or acts of God, but the affected party shall use due diligence in curing such cause and in resuming performance. Nothing in this Section shall relieve Carrier from its liability under Section 9 of this Agreement.

#### **11. DEFAULT**

11A. Default by Fleming, If at any time Fleming is in default of its obligations under this Agreement, in addition to all other rights and remedies available under law (except as limited below), Carrier may terminate this Agreement without further notice or demand. Default by Fleming shall mean: (i) Fleming's failure to pay an invoice within fifteen (15) days after receipt of written notice that Carrier did not receive payment when due or (ii) any other material failure of performance by Fleming which remains uncured twenty (20) days after Fleming's receipt of written notice of the failure. In no event shall Carrier assert or exercise any right of offset or lien with respect to Fleming's products and the Carrier hereby waives all such rights. At all times Carrier shall return all product to Fleming upon demand.

11B. Default by carrier, Carrier shall be in default under this Agreement if (i) Carrier fails to perform any of its transportation obligations under this Agreement after 2 days written notice of such failure from Fleming or (ii) Carrier fails to comply with any of its material obligations under this Agreement after 15 days after notice of such failure from Fleming. Fleming may, in addition to all other remedies available under law, immediately terminate this Agreement by written notice to Carrier.

## **12. GENERAL**

12A. All notices, claims, request, demands and other communications under this Agreement shall be in writing (whether by letter, telecopy, telex, or other commercially reasonable means of written communication) and shall be deemed to have been duly given upon receipt as follows:

(a) if to Fleming

Fleming Companies, Inc.  
6301 Waterford Boulevard  
P. O. Box 26647  
Oklahoma City, Oklahoma 73126  
Attention: Vice President Logistics  
Fax (405-840-7281)

(b) if to Carrier

USF Logistics Services Inc.  
3880 Salem Lake Drive  
Long Grove, IL 60047  
Attention: President  
Fax (847-726-9624)

or to such other address as the parties to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

12B. This Agreement and its terms will not be altered by any oral agreement or informal writing, nor by failure to insist upon performance, or failure to exercise any rights or privileges. Alterations, additions or changes in this Agreement will only be accomplished by written endorsements, amendments, or additional Schedules to this Agreement executed by both parties. This Agreement shall be governed by the laws of the State of Texas.

12C. In any litigation between the parties of matter arising under this Agreement, the prevailing party shall be entitled to attorneys' fees and the court costs.

12D. Neither party may assign its rights or delegate its obligations under this Agreement without prior consent of the other party. Any permitted assignment shall not relieve the assignor from liability under this Agreement.

12E. This agreement supersedes all prior and contemporaneous proposals, communications agreements and negotiations, both oral and written, and constitutes the entire agreement between Carrier and Fleming with respect to the subject matter hereof.

## **13. EQUIPMENT BUY OUT**

13A. Fleming acknowledges that in order to perform its obligations under this Agreement Carrier will lease vehicles from Idealease Services, Inc. ("Idealease") and that Idealease through its affiliates will provide maintenance and other services on the vehicles. If Fleming terminates this Agreement prior to December 13, 2005, for any reason other than Carrier's default, Fleming shall select one of the following options:

(a) Assume all of Carrier's remaining obligation under Carrier's lease with Idealease and acquire all of Carrier's rights (after Carrier provides a signed and approved copy of the lease) thereunder; or

(b) Purchase the leased vehicles from Idealease pursuant to the terms of the lease for a cash amount equal to the Original Value of each vehicle as shown on the applicable Schedule "C" to the lease, less the amount of any applicable Depreciation Credits earned during the term of this Agreement and any unpaid charges accrued

pursuant to the lease, any unexpired licenses, all applicable taxes and other expenses previously paid by Idealease or Carrier for the vehicles prorated to the date of the sale, including personal property taxes and Federal Heavy Vehicle Use Tax, and any other sales, excise, or use tax arising from the purchase (after Carrier provides a signed and approved copy of the lease); or

(c) Pay to Carrier the difference between the Original Value, less the amount of any applicable Depreciation Credits earned during the term of this Agreement and the fair market value of the vehicle.

13B. If Fleming terminates this Agreement prior to December 13, 2005, because of the default of the Carrier, Fleming may, but shall not be obligated to:

(a) Assume all of Carrier's remaining obligation under Carrier's lease with Idealease and acquire all of Carrier's rights (after Carrier provided a signed and approved copy of the lease) thereunder; or

(b) Purchase the leased vehicles from Idealease pursuant to the terms of the lease for a cash amount equal to the Original Value of each vehicle as shown on the applicable Schedule "C" to the lease, less the amount of any applicable Depreciation Credits earned during the term of this Agreement and any unpaid charges accrued pursuant to the lease, any unexpired licenses, all applicable taxes and other expenses previously paid by Idealease or Carrier for the vehicles prorated to the date of the sale, including personal property taxes and Federal Heavy Vehicle Use Tax, and any other sales, excise, or use tax arising from the purchase (after carrier provides a signed and approved copy of the lease); or

(c) Pay to Carrier the difference between the Original Value, less the amount of any applicable Depreciation Credits during the term of this Agreement and the fair markkt value of the vehicle.

#### **14. ARBITRATION**

14A. All disputes between Carrier and Fleming including any dispute relating to this Agreement shall be resolved by arbitration as provided in this Section 14. This agreement to arbitrate shall survive the rescission or termination of this Agreement. All arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except as may otherwise be provided in this Agreement. The Arbitrators used will be selected from, if available, the "Food Industry Panel" employed by the American Arbitration Association, and the decision of the arbitrators shall be final and binding on all parties. All arbitration shall be undertaken pursuant to the Federal Arbitration Act, where applicable, and the decision of the arbitrators shall be enforceable in any court of competent jurisdiction.

14B. In any dispute where a party seeks \$50,000 or more in damages, three arbitrators shall be employed. All cost attendant to the arbitration, excluding attorneys' and experts' fees, shall be borne equally by the parties. Each party shall bear its own expert's fees. In resolving all disputes between the parties, the arbitrators shall apply the law of the State of Texas, except as may be modified by this Agreement. The arbitrators are by this Agreement directed to conduct the arbitration hearing in Dallas, Texas no later than three months from the service of the statement of claim and demand for arbitration unless good cause is shown establishing that the hearing cannot fairly and practically be so convened.

14C. Except as needed for presentation in lieu of a live appearance, depositions shall not be taken. Parties shall be entitled to conduct document discovery by requesting production of document. Responses or objections shall be served twenty days after receipt of a request. The arbitrators shall resolve any discovery disputes by such preheating conferences as may be needed. All parties agree that the arbitrators and any counsel or record to the proceeding shall have the power of subpoena process as provided by law.

14D. The parties recognize that the relationship created by this Agreement could give rise to the need by one of the parties for emergency judicial relief. Therefore, either party may pursue emergency or preliminary injunctive relief in any court of competent jurisdiction, and each party agrees that it shall consent to the stay of such judicial proceedings on the merits of both this Agreement and the related transactions pending arbitration

of all underlying claims between the parties immediately following the initial adjudication of any such request for emergency or injunctive relief.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Fleming Companies, Inc.

By: Ron Spencer

Title: VP Logistics

*BB*

Carrier (USF Logistics Services Inc.)

By: Ronald C. Cope

Title: Ronald C. Cope

**SCHEDULE A**  
**SCHEDULE OF RATES**

**1. Rates**

<b><u>Billing Rates</u></b>	<b><u>Year 1</u></b>
Weekly Fixed Rate	\$ 86,291.88
Mileage Rate - All Miles	\$ 0.306
Reefer Hourly Rate	\$ 1.222
Yard Driver Hourly Rate	\$ 17.305
Local Driver Hourly Rate	\$ 19.713
Driver OTR Mileage Rate	\$ 0.473
Driver Single Stop Rate	\$ 24.743
Driver Multi Stop Rate - Perishable	\$ 8.28
Driver Multi Stop Rate - Grocery	\$ 12.357
Driver Multi Stop Rate-Minimum	\$ 8.857
Driver Stop Return	\$ 12.132
Driver Single Backhaul	\$ 24.743
Driver Multiple Backhaul	\$ 12.357
Driver Yard Detention/Hour	\$ 15.696
Driver Retail Detention/Hour	\$ 15.696
Driver Backhaul Detention/Hour	\$ 15.696

In addition to the above fees, New Mexico Highway Use Tax (a mileage charge) will be passed through to Fleming as miles in New Mexico are incurred. The current pass-through rate is \$0.03168 per mile.

**2. Detention**

Any delay time at the distribution center or at the delivery point prior to unloading will be charged at the retail detention rate per quarter hour only after the first one half (1/2) hour of free time is authorized, provided the truck is on time. At the distribution center the free time will be determined by the agreed release times.

For store delivery the free time will be cumulative per load. For each full load with one stop there will be two hours free time whether the load is grocery, perishable or combo. For any grocery stop on a multiple stop load there will be an hour and fifteen minutes free time per stop. For any perishable stop on a multiple stop load there will be one-hour free time per stop. (Example: free time of 3 hours 45 minutes for a grocery load with 3 stops. 3 times one hour and fifteen minutes).

The free time allowed for a multiple stop load will be determined by multiplying the free time per type of stop time the number of those stops on that particular load.

There will be two hours free time on Fleming directed backhaul loads.

**3. Fuel Peg**

- Tractors' fuel consumption will be based at 6.86 miles per gallon.
- Tractor fuel cost will be pegged at \$ 1.00 per gallon.
- Reefer fuel consumption will be based at 1.40 hours per gallon.
- Reefer fuel price will be pegged at \$ 0.51 per gallon.

At the end of each four-week period (to coincide with the Fleming financial period), all the invoices for all fuel purchased by the Carrier for equipment used to perform the Services will be tabulated. Tractor fuel and reefer fuel records will be kept separately. Total fuel purchase amounts will be divided by the total fuel gallons purchased to determine a Weighted Fuel Cost for the period for both tractor and reefer use. The Weighted Fuel Cost will be adjusted to determine the amount of gallons that should have been purchased at the pegged consumption rate (hereinafter the "Consumption-Adjusted Weighted Fuel Cost"). If the Consumption-Adjusted Weighted Fuel Cost per gallon in each category exceeds the peg price per gallon, carrier will invoice Fleming for the excess fuel charges. If the fuel cost per gallon is less then the fuel peg Carrier will issue credit to Fleming. Fuel costs and gallons used will be reported to Fleming weekly.

**4. Backhaul Revenue Guarantee**

Carrier will guarantee to Fleming \$257,000 dollars in revenues annually for the transportation of commodities hauled under Carrier's authority. The \$257,000 guarantee is net of expenses unique to the transportation of the commodities. (Such expenses would be, but are not limited to, out of route miles; additional loading or unloading pay or costs above what is normally incurred in the transportation of Fleming products). Any revenues over \$257,000 the carrier will share that revenue with Fleming based on 50% Fleming and 50% carrier net of expense as noted above.

Backhaul movements will count toward this guarantee when they are produced from new origins and/or shippers by the Carrier's initiative. Carrier and Fleming agree to discuss the impact of material changes in transportation patterns or methods which would reduce Carrier's ability to haul for other shippers, and to adjust the Backhaul Revenue Guarantee accordingly.

**5. Equipment:**

Carrier will provide drivers required to handle the business. Carrier will provide up to 88 tractors and 153 reefer trailers and 60 dry trailers

**5A. Equipment Replacement:**

Through February 2000, Carrier will replace certain equipment in the existing tractor and trailer fleet. Such replacement is described in "Equipment Elimination Flexibility and Replacement Recap (Idealease)" (the 'Recap') contained in the attached Schedule "C". Fleming's options for changing the fleet size when replacement is due are listed in the Recap. Carrier will advise Fleming of when orders are to be placed for replacement equipment. Fleming is to approve such order at that time.

**5B. Equipment Quantities and Business Conditions**

Fleming will make every attempt to fully utilize the equipment without a negative impact to its current delivery schedule. However, if the business increases or decreases the following changes to the fixed cost will be made:

If Business Decreases:

- (a) Fleming and Carrier will review the Recap in Schedule "C", and the associated leases in Schedule "C" to determine the least expensive method of equipment removal.
- (b) Fleming will provide Carrier with adequate written notice to remove equipment, such that carrier will be permitted by the timing of such notice to have 60 days to in turn provide notice to its equipment supplier to remove excess equipment as identified. Carrier shall choose which specific piece of equipment to remove and

reduce the weekly fixed cost equal to the weekly equivalent of the fixed lease charge as shown in column 12 of Schedule "C".

- (c) Within two weeks (2) of receiving such notice from Fleming, carrier will enumerate the equipment to be removed, describing the unit number, year, type, make, schedule C current value, estimate of fair market value, and the weekly fixed charge.
- (d) Should the timing and nature of the business decrease not allow Fleming to take advantage of equipment flexibility options listed in the Recap in Schedule "C", Fleming will compensate Carrier for any obligations under Carrier's lease with Idealease under the provisions of 13A (a), (b) or (c).

**For Business Increases:**

- (e) In the event temporary business demands require the occasional rental of equipment then the following schedule will be followed:

<u>Item</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>	<u>Per Mile (or Hour) Surcharge</u>
Tractor day cab	\$98.00	\$475.00	\$2,023.00	\$ .011
Tractor sleeper	\$117.00	\$570.00	\$2,413.00	\$ .011
Refrigerated Trailer	\$67.00	\$335.00	\$1,449.00	\$ .006/mile plus \$.32/hour
Dry Trailer	\$21.00	\$98.00	\$ 423.00	\$ .006

- (f) For permanent or long term increases in fleet size, carrier agrees to research and find cost effective equipment and provide options to Fleming. Fleming and Carrier agree to discuss and amend Schedules A and C as required to accommodate agreed changes in the equipment quantity and associated rates.

**6. Gainsharing**

Carrier and Fleming agree to develop a gainsharing program specifically tailored to meet the objectives of the management of Fleming's Lubbock center. The purpose of this gainsharing program is to encourage Carrier to continually improve the performance of transportation operations. To evaluate improvement, Carrier and Fleming will agree to appropriate statistical measures. Each year Carrier and Fleming will agree to appropriate sharing of the economic effect of improvements.

**SCHEDULE B**  
**OPERATIONS**

- 1. SHIPPING POINT:** Fleming Foods  
5826 Elm Avenue  
Lubbock, TX. 79404
- 2. DELIVERY POINTS:** To points within the states of Texas, and New Mexico to be amended as stores are added or deleted.
- 3. PRODUCTS:** Dry grocery, meat, produce, dairy, frozen, general merchandise and health & beauty care. Loads are either dry, refrigerated or a combination of refrigerated and dry.
- 4. HOURS OF OPERATION:** 24 hours per day, 7 days per week. Carrier will operate the necessary hours to provide Fleming's transportation requirements.
- 5. UNLOADING:** Fleming will load and Count. Driver will unload. Consignee may assist in unloading. Driver will be responsible for case count. Tobacco, cigarettes, repack and meat must be item checked. Unloading will be compensated according to Schedule "A".
- 6. ADMINISTRATIVE:** On-site management at Fleming's warehouse will be required. Fleming will provide space and utilities. Carrier will supply telephones and service.
- 7. BACKHAULS:** Carrier could be directed by Fleming to haul certain products referred to as backhauls. Except in the event of a load which is tendered by a Fleming vendor as shipper load and count, drivers will be responsible to item check and accurately count all products and inspect for visible damage. It will be the responsibility of Carrier to transport all products free of any transportation damage. Fleming will be responsible to unload. Backhauls will be compensated according to Schedule "A".
- 8. MILES:** Carrier and Fleming agree that 9,726,860 miles were used in the proposal, and 28,585 loads. However, miles and loads could change due to store additions, deletions or load consolidation.
- 9. REPORTS:** Carrier will provide Fleming with an equipment utilization chart each quarter showing in reasonable detail a summary of the weekly demand of tractors and trailers by day of the week. This chart will be used to determine whether underutilized equipment should be removed or added. If any equipment is removed or added, the necessary adjustments to the fixed charge will be made in compliance with Schedule A.
- 10. PICK UP AND RETURNS:**  
Carrier will, as part of the delivery service pick up any returns identified by Fleming or Fleming's customers in compliance with Fleming credit procedures at the time of delivery. If carrier's driver is required to unload returns at a Fleming Product Supply Center, carrier may charge the RETURNS rate in Schedule A for such service. If carrier is directed by Fleming to pick up any returns that requires carrier to deviate from route, carrier may charge Fleming for all off-route miles and the RETURN STOP rate in Schedule A for such service. Fleming will maintain responsibility to provide personnel to facilitate a rapid driver check in function.

**SCHEDULE C**  
**EQUIPMENT SCHEDULE**

Equipment Elimination Flexibility and Replacement Receipt (idle lease)

Unit Type	Quantity	Year	Model	Current Utility Lease Rate	Current Utility Lease Rate	NEW Utility Lease Rate	Term (Months)	Scheduled Retirement Date	Feb-00 Utility Lease Rate	Feb-00 Utility Lease Rate	Term (Months)	Comments
Trucks	5	1995	Magn.	\$1,208.61	\$1.15	\$1,208.61	48	Feb-00 if required	\$1,200.00	\$1.05	60	* See Footnote Below 11

11) These 5 year trucks lease term expires February 12 2000. These units are scheduled to be replaced ONLY if business conditions dictate.

Delivery Trucks	Quantity	Year	Model	Current Utility Lease Rate	Current Utility Lease Rate	NEW Utility Lease Rate	Term (Months)	Scheduled Retirement Date	Feb-00 Utility Lease Rate	Feb-00 Utility Lease Rate	Term (Months)	Comments
Quartermile	52	1995	End Sleep-a-Day Cab	\$1,472/1,307	\$0.082	\$1,472/1,307	70	Feb-00 if required	\$1,505/1,408	\$0.083	60	* See Footnote Below 11
Quartermile	36	1995	End Sleeper	na	na	\$1,510.00	10,385	na	na	na	na	* See Footnote Below 21

12) May terminate up to 12 months before current lease expiration with no penalty or obligation. These units are scheduled to be replaced ONLY if business conditions dictate. Remaining 30 trucks lesser term expire February 12 2000. These units are scheduled to be replaced ONLY if business conditions dictate. These units may be extended for up to one year at no cost to the lessee.

13) Order 25 new tractors to replace vehicles in place now. 7 year lease with early termination payment of \$1,000. Beginning October 18, 2000, have ability to cancel with 60 days notice up to 2 units per year under the following criteria:

1. Between Oct-18-00 and Oct-18-01: \$5,000.00 monthly termination payment per tractor.
2. Between Oct-18-01 and Oct-18-02: \$4,000.00 monthly termination payment per tractor.
3. Between Oct-18-02 and Oct-18-03: \$3,000.00 monthly termination payment per tractor.
4. Between Oct-18-03 and Oct-18-04: \$2,000.00 monthly termination payment per tractor.
5. Between Oct-18-04 and Oct-18-05: \$1,000.00 monthly termination payment per tractor.

If the early termination option of these tractors is not exercised in any given year, the remainder of these tractors will carry forward under the terms and conditions for the year in which they are terminated.

Reorder Tractors	Quantity	Year	Model	Current Utility Lease Rate	Current Utility Lease Rate	NEW Utility Lease Rate	Term (Months)	Scheduled Retirement Date	Feb-00 Utility Lease Rate	Feb-00 Utility Lease Rate	Term (Months)	Comments
Quartermile	25	1989	Various 5744F	\$467/5654	\$0.083/0.45	\$467/5654	3,057/5,710	na	na	na	60	* See Footnote Below 21
Quartermile	20	1989	Trimble - 48'	\$554.00	na	\$554.00	3,087/5,710	na	na	na	60	* See Footnote Below 21
Quartermile	25	1995	Gr. Dene - 55'	\$1,105.00	na	\$1,035.00	3,023/5,710	na	na	na	60	* See Footnote Below 21
Quartermile	31	1995	Various 5744F	\$467/5654	na	\$465.00	3,023/5,710	na	na	na	60	* See Footnote Below 21
Quartermile	52	1995	Gr. Dene - 55'	na	na	na	3,023/5,710	na	na	na	60	* See Footnote Below 21

14) May terminate up to 25 regular trailers before current lease expiration with no penalty or obligation. These units are scheduled to be replaced ONLY if business conditions dictate.

15) These 20 regular trailers lease term expires February 12 2000. These units are scheduled to be replaced ONLY if business conditions dictate.

16) These 25 regular trailers will have their leases extended for the duration of our new agreement with Fleming. Beginning October 18, 2001, have ability to cancel with 60 days notice up to 5 units per year with no penalty or obligation under the following criteria:

1. Between Oct-18-01 and Oct-18-02: may terminate 5 regular trailers.
2. Between Oct-18-02 and Oct-18-03: may terminate 5 regular trailers.
3. Between Oct-18-03 and Oct-18-04: may terminate 5 regular trailers.
4. Between Oct-18-04 and Oct-18-05: may terminate 5 regular trailers.

If the early termination option of these regular trailers is not exercised in any given year, the remainder of these regular trailers will carry forward under the terms and conditions for the year in which they are terminated.

- 17) These 21 regular trailers need to be replaced now and is proposed with new SC trailer trailers. Estimated production May 1999.
- 18) Order 50 new S3 trailers now to replace current rentals in place. Estimated production May 1999.

Delivery Trailers	Quantity	Year	Model	Current Utility Lease Rate	Current Utility Lease Rate	NEW Utility Lease Rate	Term (Months)	Scheduled Retirement Date	Feb-00 Utility Lease Rate	Feb-00 Utility Lease Rate	Term (Months)	Comments
Quartermile	10	1991	Trailer - S3	\$369.00	\$0.041	\$368.00	30,041	Feb-00 if required	\$362.00	\$0.033	60	* See Footnote Below 11
Quartermile	50	1997	Holmes - 48'	\$272.00	\$0.025	\$270.00	30,025	now	na	na	na	* See Footnote Below 21

19) May terminate up to 10 dry van trailers before current lease expiration with no penalty or obligation. These units are scheduled to be replaced ONLY if business conditions dictate.

20) These 50 dry van trailers need to be replaced now and is proposed with new SC dry van trailers.

**Current Yard Tractors**

**Quantity - 5**



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Schedule No. 98-1121-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Vehicle No.	Date of Delivery	Lease Term (Months)	VEHICLE DESCRIPTION			Serial Number	Manufacturer's Record Max GVW or GCW (t)	Licensed Weight (t)	Original Value (\$)	Depreciation Credit Per Month (\$)	Fixed Lease Charge Per Month (\$)	Mileage Charge Per Mile (\$)	Refng. Maint. Rate Per Hour (\$)
			Year	Make	Model & Type								
24011	12/12/98	14	95	Sisu	Yard Tractor	T1E4L1COSS1AA2584	LEGAL	N/A	\$28,166.00	\$450.00	\$1,208.61	N/A	1.85
24012	12/12/98	14	95	Sisu	Yard Tractor	T1E4L1COSS1AA2585	LEGAL	N/A	\$28,166.00	\$450.00	\$1,208.61	N/A	1.85
24013	12/12/98	14	95	Sisu	Yard Tractor	T1E4L1COSS1AA2586	LEGAL	N/A	\$28,166.00	\$450.00	\$1,208.61	N/A	1.85
24014	12/12/98	14	95	Sisu	Yard Tractor	11VAA12F6SA0000001	LEGAL	N/A	\$22,540.00	\$490.00	\$1,261.16	N/A	1.85
24015	12/12/98	14	95	Sisu	Yard Tractor	11VAA12F6SSA000002	LEGAL	N/A	\$28,166.00	\$450.00	\$1,208.61	N/A	1.85

**EFFECTIVE FEB. 12, 2000 THE ABOVE UNITS WILL BE REPLACED PER THE FOLLOWING GUIDELINES:**

Fixed Rate: \$1,200.00  
Hour Charge: \$1.85/hr  
Lease Term: 68 months (to expire Oct. 12, 2005)

Base rate calculation for replacement units and replacement rate shall be calculated at a base cost of \$55,000.00. For each increase or decrease of \$1,000.00 or a fraction thereof, the Fixed Charge shall be increased/decreased at a rate of \$16.72 per thousand or a portion thereof.

Interest rate of 8.05% shall be adjusted for each .25% increase/decrease at a rate of \$11.70 per month.

Service Location	South Plains Leasing Lubbock, TX
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**THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1118-57900**

**Current Day Cab Tractors**

**Quantity - 9**

**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Schedule No. 98-1119-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	VEHICLE DESCRIPTION			Serial Number (7)	Mfr's Rec'd Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refuge Maint. Rate Per Hour (14)
			Year (4)	Make (5)	Model & Type (6)								
24550	12/1/2998	19	96	Int'l	8200 Cnv	IHSHGAAHR9TH219317	80,000	\$44,117.12	\$682.20	\$1,397.00	.060	N/A	
24553	12/1/2998	19	96	Int'l	8200 Cnv	IHSHGAAHR9TH219320	80,000	\$44,117.12	\$682.20	\$1,397.00	.060	N/A	
24554	12/1/2998	19	96	Int'l	8200 Cnv	IHSHGAAHR0TH219321	80,000	\$44,117.12	\$682.20	\$1,397.00	.060	N/A	
24556	12/1/2998	19	96	Int'l	8200 Cnv	IHSHGAAHR4TH219323	80,000	\$44,117.12	\$682.20	\$1,397.00	.060	N/A	
24560	12/1/2998	19	96	Int'l	8200 Cnv	IHSHGAAHR1TH219327	80,000	\$44,117.12	\$682.20	\$1,397.00	.060	N/A	
24561	12/1/2998	19	96	Int'l	8200 Cnv	IHSHGAAHR3TH219328	80,000	\$44,117.12	\$682.20	\$1,397.00	.060	N/A	

**USF Logistics Services Inc. has the option to cancel up to 12 units with 60 days notice prior to the February 12, 2000 anniversary date.**

**Effective Feb. 12, 2000 the above units may be replaced per the following guidelines:**

Type of Unit: 2000 Nissan 9100 / 9200  
Fixed Rate: \$1,468.00  
Mileage Charge: \$.0563  
Lease Term: 68 months (to expire Oct. 12, 2005)

Base rate calculation for replacement units and replacement rate shall be calculated at a base cost of \$72,000.00. For each increase or decrease of \$1,000.00 or a fraction thereof, the Fixed Charge shall be increased/decreased at a rate of \$16.72 per thousand or a portion thereof.

Interest rate of 8.05% shall be adjusted for each 25% increase/decrease at a rate of \$11.70 per month.

It is mutually agreed and understood that these units may be extended on a month to month period for up to one year set to expire no later than Feb. 12, 2001 at the same rates and terms that currently exist.

Service Location

South Plains Leasing  
Lubbock, TX

**THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1025-57900-C**

**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Schedule No. 98-1120-5/900  
Masterlease Dated 6/28/91  
Page 1 of 1

Idealease Services, Inc.  
28 W 144 Industrial Ave

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

**Current Sleeper Tractors**

**Quantity - 43**



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Schedule No. 98-1116-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

IdeaLease Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.

Lubbock, TX

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	Year (4)	Make (5)	Model & Type (6)	Vehicle Description (7)	Serial Number (8)	Min's Rec'd Max GVW or GCW (9)	Licensed Weight (10)	Original Value (19)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refuel. Maint. Rate Per Hour (14)
24500	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR0TH224387	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24501	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR2TH224388	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24502	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR4TH224389	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24503	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR0TH224390	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24504	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR2TH224391	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24505	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR4TH224392	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24506	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR6TH224393	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24507	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR8TH224394	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24508	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHRXTH224395	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24509	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIIR1TH224396	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24510	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR9TH219284	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24511	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR0TH219285	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24512	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR2TH219286	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24513	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR4TH219287	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24514	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR6TH219288	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24515	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR8TH219289	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	
24516	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGAIHR4TH219290	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A	

**USF Logistics Services Inc. has the option to cancel up to 12 units with 60 days notice prior to the February 12, 2000 anniversary date.**

**Effective Feb. 12, 2000 the above units may be replaced per the following guidelines:**

Type of Unit: 2000 Hyster 9200S400 TIA Sleeper

Fixed Rate: \$1,885.00

Mileage Charge: \$.0563

Lease Term: 65 months (to expire Oct. 12, 2005)

Base rate calculation for replacement units and replacement rate shall be calculated at a base cost of \$83,490.00. For each increase or decrease of \$1,000.00 or a fraction thereof, the Fixed Charge shall be increased/decreased at a rate of \$.16.72 per thousand or a portion thereof.

Interest rate of 8.09% shall be adjusted for each .25% increase/decrease at a rate of \$.11.70 per month.

Service Location

South Plains Leasing  
Lubbock, TX

**THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1028-57900B**



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Schedule No. 98-1117-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	Year (4)	Make (5)	Model & Type (6)	Serial Number (7)	Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Credit Per Month (11)	Depreciation Charge Per Month (12)	Fixed Lease Charge Per Month (13)	Mileage Charge Per Mile (14)	Maint. Rate Per Hour (15)	Refrig.
24517	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR6TH219291	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24518	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR8TH219292	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24519	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHRXTH219293	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24520	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR1TH219294	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24521	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR3TH219295	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24522	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR5TH219296	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24523	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR7TH219297	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24524	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR9TH219298	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24525	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR0TH219299	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24526	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR3TH219300	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24527	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR5TH219301	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24528	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR7TH219302	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24529	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR9TH219303	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24530	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR0TH219304	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24531	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR2TH219305	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		
24532	12/12/98	14	95	Int'l	8200 Sleeper	IHSHGGAHR4TH219306	80,000	80,000	\$42,858.90	\$742.90	\$1,472.00	.060	N/A		

**USF Logistics Services Inc. has the option to cancel up to 12 units with 60 days notice prior to the February 12, 2000 anniversary date.**

**Effective Feb. 12, 2000 the above units may be replaced per the following guidelines:**

Type of Unit: 2000 Master 920000400 T/A Sleeper

Fixed Rate: \$1,555.00

Mileage Charge: \$.0563

Lease Term: 65 months (to expire Oct. 12, 2005)

Base rate calculation for replacement units and replacement rate shall be calculated at a base cost of \$83,490.00. For each increase or decrease of \$1,000.00 or a fraction thereof, the Fixed Charge shall be increased/decreased at a rate of \$16.72 per thousand or a portion thereof.

Interest rate of 8.05% shall be adjusted for each .25% increase/decrease at a rate of \$11.70 per month.

Service Location

South Plains Leasing  
Lubbock, TX

**THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1028-57900B**



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

iDealess Services, Inc.

783W144 Industrial Avenue #116 Barrington IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

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Schedule No. 98-1118-57990  
Masterlease Dated 6/28/91  
Page 1 of 1

Vehicle No. (1)	Date of Delivery (2)	Vehicle Description			Serial Number (3)	Mfr's Rec'd Max GVW or GCW (4)	Licensed Weight (5)	Original Value (6)	Depreciation Credit Per Month (10)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refrig. Maint. Rate Per Hour (14)
		Lease Term (6)	Year (6)	Make (6)								
24533	12/12/98	16	96	Int'l	8200 Sleeper	1HSHGAHR6TH219307	80,000	\$48,802.10	\$742.90	\$1,472.00	.060	N/A
24534	12/12/98	15	96	Int'l	8200 Sleeper	1HSHGAHR8TH219308	80,000	\$49,545.00	\$742.90	\$1,472.00	.060	N/A
24535	12/12/98	15	96	Int'l	8200 Sleeper	1HSHGAHR6TH219309	80,000	\$49,545.00	\$742.90	\$1,472.00	.060	N/A
24536	12/12/98	15	96	Int'l	8200 Sleeper	1HSHGAHR6TH219310	80,000	\$49,545.00	\$742.90	\$1,472.00	.060	N/A
24537	12/12/98	14	96	Int'l	8200 Sleeper	1HSHGAHR8TH219311	80,000	\$50,287.90	\$742.90	\$1,472.00	.060	N/A
24538	12/12/98	14	96	Int'l	8200 Sleeper	1HSHGAHR6TH219312	80,000	\$50,287.90	\$742.90	\$1,472.00	.060	N/A
24539	12/12/98	14	96	Int'l	8200 Sleeper	1HSHGAHR1TH219313	80,000	\$50,287.90	\$742.90	\$1,472.00	.060	N/A
24540	12/12/98	14	96	Int'l	8200 Sleeper	1HSHGAHR3TH219314	80,000	\$50,287.90	\$742.90	\$1,472.00	.060	N/A
24541	12/12/98	14	96	Int'l	8200 Sleeper	1HSHGAHR5TH219315	80,000	\$50,287.90	\$742.90	\$1,472.00	.060	N/A
24542	12/12/98	14	96	Int'l	8200 Sleeper	1HSHGAHR7TH219316	80,000	\$50,287.90	\$742.90	\$1,472.00	.060	N/A

**USF Logistics Services Inc. has the option to cancel up to 12 units with 60 days notice prior to the February 12, 2000 anniversary date.**

Effective Feb. 12, 2000 the above units may be replaced per the following guidelines:

Type of Unit: 2000 Nutter 9200V9400 T/A Sleeper  
 Fixed Rate: \$1,595.00  
 Mileage Charge: \$.0563  
 Lease Term: 65 months (to expire Oct. 12, 2005)

Base rate calculation for replacement units and replacement rate shall be calculated at a base cost of \$63,490.00. For each increase or decrease of \$1,000.00 or a fraction thereof, the Fixed Charge shall be increased/decreased at a rate of \$16.72 per thousand or a portion thereof.

Interest rate of 8.05% shall be adjusted for each .25% increase/decrease at a rate of \$11.70 per month.

Service Location	
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**New Sleeper Tractors**  
(Replacing current rentals)  
**Quantity - 36**





**Current Used Reefers**

**Quantity - 45**





**Current 53' Reefers**  
(extending current leases)  
**Quantity - 25**



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Schedule No. 98-11130-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Idealease Services, Inc.  
28 W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

**VEHICLE DESCRIPTION**

Vehicle No.	Date of Delivery	Lease Term (Months)	Year	Make	Model & Type	Serial Number	Max GVW or GCW	Licensed Weight	Original Value	Depreciation	Credit Per Month	Mileage Charge Per Month	Mileage Per Mile	Refugee Maint. Rate Per Hour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
24930	12/12/98	82	95	Gdane	53' Reefer	IGRAA0626XSW095506	80,000	80,000	\$43,382.74	\$416.54	\$805.00	.033	.780	
24931	12/12/98	82	95	Gdane	53' Reefer	IGRAA0626SSW095504	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24932	12/12/98	82	95	Gdane	53' Reefer	IGRAA0622SSW095502	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24933	12/12/98	82	95	Gdane	53' Reefer	IGRAA0624SSW095503	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24934	12/12/98	82	95	Gdane	53' Reefer	IGRAA0620SSW095501	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24935	12/12/98	82	95	Gdane	53' Reefer	IGRAA0625SSW095512	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24936	12/12/98	82	95	Gdane	53' Reefer	IGRAA0621SSW095507	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24937	12/12/98	82	95	Gdane	53' Reefer	IGRAA0623SSW095511	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24938	12/12/98	82	95	Gdane	53' Reefer	IGRAA0625SSW095509	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24939	12/12/98	82	95	Gdane	53' Reefer	IGRAA0623SSW095508	80,000	80,000	\$43,382.24	\$416.54	\$805.00	.033	.780	
24940	12/12/98	82	95	Gdane	53' Reefer	IGRAA0628SSW095505	80,000	80,000	\$43,798.78	\$416.54	\$805.00	.033	.780	
24941	12/12/98	82	95	Gdane	53' Reefer	IGRAA0621SSW095510	80,000	80,000	\$43,798.78	\$416.54	\$805.00	.033	.780	
24942	12/12/98	82	95	Gdane	53' Reefer	IGRAA0627SSW095513	80,000	80,000	\$44,215.32	\$416.54	\$805.00	.033	.780	
24943	12/12/98	82	95	Gdane	53' Reefer	IGRAA0629SSW095514	80,000	80,000	\$44,215.32	\$416.54	\$805.00	.033	.780	
24944	12/12/98	82	95	Gdane	53' Reefer	IGRAA0620SSW095615	80,000	80,000	\$44,215.32	\$416.54	\$805.00	.033	.780	
24945	12/12/98	82	95	Gdane	53' Reefer	IGRAA0622SSW095616	80,000	80,000	\$44,215.32	\$416.54	\$805.00	.033	.780	
24946	12/12/98	82	95	Gdane	53' Reefer	IGRAA0624SSW095601	80,000	80,000	\$44,215.32	\$416.54	\$805.00	.033	.780	
24950	12/12/98	82	95	Gdane	53' Reefer	IGRAA0626SSW095602	80,000	80,000	\$44,215.32	\$416.54	\$805.00	.033	.780	
24951	12/12/98	82	95	Gdane	53' Reefer	IGRAA0628SSW095603	80,000	80,000	\$44,215.32	\$416.54	\$805.00	.033	.780	
24952	12/12/98	82	95	Gdane	53' Reefer	IGRAA0623SSW095605	80,000	80,000	\$44,631.86	\$416.54	\$805.00	.033	.780	
24953	12/12/98	82	95	Gdane	53' Reefer	IGRAA0625SSW095607	80,000	80,000	\$44,631.86	\$416.54	\$805.00	.033	.780	
24954	12/12/98	82	95	Gdane	53' Reefer	IGRAA0627SSW095608	80,000	80,000	\$44,631.86	\$416.54	\$805.00	.033	.780	
24955	12/12/98	82	95	Gdane	53' Reefer	IGRAA0629SSW095609	80,000	80,000	\$44,631.86	\$416.54	\$805.00	.033	.780	
24956	12/12/98	82	95	Gdane	53' Reefer	IGRAA0621SSW095605	80,000	80,000	\$44,631.86	\$416.54	\$805.00	.033	.780	
24957	12/12/98	82	95	Gdane	53' Reefer	IGRAA0622TTW001801	80,000	80,000	\$44,631.86	\$416.54	\$805.00	.033	.780	

There is a need to reduce the fleet listed above, prior to the Oct 18, 2005 anniversary date, USF can do so by giving 60 days written notice in the following increments:  
between Oct. 18, 2001 and Oct. 18, 2002 USF can cancel up to 5 units. Between Oct. 18, 2002 and Oct. 18, 2003 USF can cancel 5 more units. Between Oct. 18, 2003 and Oct. 18, 2004 USF can cancel none units. Between Oct. 18, 2004 and Oct. 18, 2005 USF can cancel 5 more units. These cancellations are cumulative and can be carried forward into the following year.

Customer shall pay for any tire damage as a result of being driven  
flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.  
**specific units to be removed under any such premature cancellation of any units.**

Service Location

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.  
**THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1028-57300-E**

**New 53' Reefers**  
**(Replacing current used Reefers)**  
**Quantity - 31**



SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Midlease Services Inc

228W144 Industrial Avenue #116 Barrington, IL 60010

Customer: LJSF Logistics Services Inc.

Lubbock, TX

Schedule No. 98-1129-57900  
Mastercase Dated 6/28/91

Mastercase Dated 6/28/91

Page 1 of 1

Page 1 of 1

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.

Lubbock TX

**Effective 12/1/2008, units #24423, 24430, 24462, 24483, 24498, 24469, 24474 & 3 temporary units will be running as Interim units until**

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven by a negligent or unqualified driver.

### Service Location

South Plains Leasing  
Lubbock, TX

THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL SCHEDULE.



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Idealease Services, Inc.  
1228 W 144 Industrial Ave

1116 Barrington, IL 60010  
1128W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock TX

Schedule No. 98-1126  
Masterlease Dated 6/28/91  
Page 1 of 1

98-1126-57900

**Schedule No**

Schedule No. 98-1126

Schedule No. 98-1126

**New 53' Reefers**  
**(Replacing current rentals)**  
**Quantity - 52**





## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

IdeaLease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Schedule No. 98-1207-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	VEHICLE DESCRIPTION			Serial Number (7)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refig. Maint. Rate Per Hour (14)	
			Year (4)	Make (5)	Model & Type (6)						
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
12/12/98	82	99	Grt Dane	53' Reefer		Legal	\$52,583.00	\$379.72	\$805.00	.033	
			Service 1 Location			The above cost includes all flat repairs that are repairable at the facility domited. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.					

**Used 53' Dry Van Trailers**

**Quantity - 10**



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Schedule No.  
Masterlease Dated  
Page 1 of 1

98-11125-57900  
6/28/91

IdeaLease Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Vehicle No.	Date of Delivery (01)	Lease Term (Months) (02)	Year (03)	Make (04)	Model & Type (05)	Serial Number (07)	Mr's Record Max GVW or GCW (08)	Licensed Weight (09)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refrig. Maint. Rate Per Hour (14)
24700	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11529MA200404	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24701	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11522MA200484	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24702	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11522MA200498	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24703	12/12/98	14	91	Trailmobile	53' Trailer	IDTV1152QMA198734	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24704	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11521MA200136	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24705	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11529MA200174	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24706	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11523MA200221	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24707	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11520MA200239	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24708	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11528MA200280	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	
24709	12/12/98	14	91	Trailmobile	53' Trailer	IDTV11526MA198746	LEGAL	\$12,726.32	\$110.23	\$389.00	.041	N/A	

It is mutually agreed and understood that these units may be extended on a month to month period, for up to one year set to expire no later than Feb. 12, 2001 at the same rates and terms that currently exist. At any time during this period, USF with 60 days written notice, can opt to replace these units with newer 53' units with no liftgate, slide doors, or under carriage dolly, if needed, at a rate of \$352.00 per month and \$ .033 per mile.

Any of the above units may also be terminated prior to the Feb. 12, 2000 term with 60 days prior written notice and no cancellation penalty.

IdeaLease retains the right and option to cancel any power units or trailer units on order, if applicable, to meet the fleet reduction requirements of USF. IdeaLease also retains the right to select the specific units to be removed under any such premature cancellation of any units.

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

**THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #97-0528-57900**

Service Location

South Plains Leasing  
Lubbock, TX

**New 53' Dry Van Trailers**  
**(Replacing current used Dry Van Trailers)**  
**Quantity - 50**

**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Indelacce Services Inc

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Schedule No. 98-1131  
Masterlease Dated 6/28/91  
Page 1 of 1

Schedule No. 98-1131-57900

98-1131-57900

98-1131

98-1131

98-1131

## Service Location

South Plains Leasing  
Lubbock, TX


**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

 Schedule No.  
Masterlease Dated  
Page 1 of 1

 98-1124-57900  
6/28/91

 Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.

Lubbock, TX

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	VEHICLE DESCRIPTION			Serial Number (7)	MFII's Rec'd Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Maint. Rate Per Hour (14)	Refrig.
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
12/12/98	82	99	Grt Dane	53' Dry Trlr			80,000	80,000	\$24,824.50	\$179.09	\$330.00	.033	N/A	
<b>Effective 12/12/98, units #24386 - 24392, 24395 - 24803, 24804 will be running as intended until the above listed units are put into service.</b>														
<b>The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.</b>														
<b>Service Location</b>														
<b>South Plains Leasing Lubbock, TX</b>														

**THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1028-57900-C**





**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Ideallease Services, Inc.

238W144 Industrial Avenue #116 Barrington IL 60010

**Customer:** USF Logistics Services Inc.

Lubbock TX

Schedule No. 98-1122-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

**SCHEDULE D**

**MAINTENANCE FACILITY SUBLICENSE**

This SUBLICENSE is entered into December 13, 1998, by and between Fleming Companies, Inc. ("Landlord"), and USF Logistics Services Inc. ("Tenant"), with reference to the following:

- (i) Landlord and Tenant are parties to the Transportation Services Agreement Dedicated Contract Carrier (the "Transportation Services Agreement") pursuant to which Tenant is to provide certain transportation services to landlord;
- (ii) In connection with the Transportation Services Agreement, Landlord desires to provide Tenant with the use of the fleet maintenance facility located on Landlord's premises at 5826 Elm Avenue, Lubbock, TX 79404.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Premises.** Landlord hereby leases to Tenant the fleet maintenance facility that is located on the portion of Landlord's premises described in exhibit A attached hereto (the "Premises"). Tenant shall use the Premises in connection with the performance of its obligations under the Transportation Services Agreement.
2. **Term.** The term of this Sublease shall commence and terminate concurrently with the commencement and termination of the term of the Transportation Services Agreement.
3. **Utilities.** Landlord shall provide all utility services to the premises and pay for all utility service. Tenant shall pay all electricity for the maintenance facility. Electricity used by the maintenance facility shall be determined by either a separate meter, unique to the maintenance facility, or a mutually agreed upon formula.
4. **Rent.** Tenant shall pay rent in the amount of \$1.00 per year on the commencement date of the Transportation Services Agreement and every year thereafter during the term of this Sublease.
5. **Maintenance.** Tenant shall maintain the current condition of the premises and repair the premises. Upon termination of this agreement, tenant shall return the premises to its original condition when received less any reasonable wear and tear.
6. **Assignment and Sublet.** Tenant may with landlord's permission assign this sublease to sublet any portion of the premises.
7. **Hazardous Materials.** Tenant shall not generate, manufacture, handle, store, spill, release, or dispose of, on, under or about the premises or transport to or from the Premises any flammable substances, explosives, radioactive materials, hazardous wastes, toxic substances, substances or materials regulated under applicable law, or related materials (hereinafter called "Hazardous Materials") in a manner that violates any applicable federal, state, or local law. Hazardous Materials shall include, but not be limited to, substances defined as "hazardous substances," "Hazardous materials," or "toxic substances" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation Recovery Act, and the Hazardous Materials Transportation Act, and those substances defined as "hazardous" or "toxic" in applicable state or local codes or ordinances and in the regulations adopted and the publications promulgated pursuant thereto. Tenant shall not cause or permit the storage, discharge, or release

of petroleum or petroleum products on the Premises in violation of applicable laws. Tenant shall indemnify and hold harmless Landlord, and Landlord's directors, officers, employees, and agent, from and against any and all liability for Tenant's breach of the foregoing covenants.

8. **Insurance.** Tenant shall maintain at all times during the term of this Sublease, at Tenants cost, property damages and general liability insurance in such amounts as are reasonably required by landlord. Such insurance shall name landlord as an additional insured as its interests may appear in Section 9 and shall not be cancelable except upon 30 days notice to Landlord. Tenant shall furnish to Landlord certificates evidencing the existence of the insurance required hereby.

9. **Indemnity.** Tenant shall indemnify and hold harmless Landlord and any director, officer, employee, agent or invitee of Landlord from and against any and all loss, cost, damage and expense, (including, reasonable attorneys' fees and experts' fees) that arise during or after the ten-n of this sublease as a result of the release or suspected release of any Hazardous Materials on the Premises or the breach of the covenants in Section 7 hereof

Landlord represents and warrants to Tenant that on the effective date of this sublease there are no Hazardous Materials existing on the Premises in such a manner that could result in liability to Tenant under any environmental law, that there are no pending actions against Landlord concerning the Premises under any environmental law; that Landlord has not received notice of any such action or possible action; and that there have been no release of Hazardous Materials on the premises that has not been appropriately remedied.

Based on the foregoing representations and warranties, Landlord shall indemnify, defend, and hold harmless Tenant and any director, officer, employee, agent or invitee of Tenant from and against any and all loss, cost, damage and expense (including reasonable attorneys' and experts' fees) imposed on Tenant as a result of the release of any Hazardous Materials on the Premises prior to the date hereof

2. **Miscellaneous.**

- a) Time is of the essence of this sublease. Landlord may enter the Premises at all times without notice to inspect the Premises. In any action to enforce the terms of this sublease, the prevailing party shall be entitled to recover its reasonable attorney's fees and expense.
- b) Carrier or its agent will pay Fleming \$375.00 per month for parking and access privileges at the Premises to accommodate any maintenance work performed by South Plains Idealease on equipment leased to or owned by companies other than Fleming. The rate will remain \$375.00 per month as long as the volume remains at the level of December 13, 1998. Increased volume will result in increased cost.

Executed the day and year first written above.

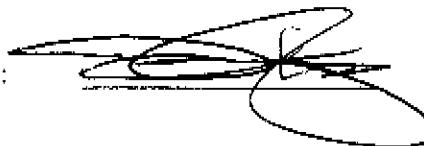
Landlord: Fleming Companies, Inc.

Tenant: USF Logistics Services Inc.

By:



By:



**FIRST AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT**  
(Lubbock – December 20, 1999)

This is the first amendment to the Transportation Services Agreement Dedicated Contract Carrier ("the Agreement") first dated December 14th, 1998, between FLEMING COMPANIES, INC. ("Fleming") and USF LOGISTICS SERVICES INC. ("Carrier").

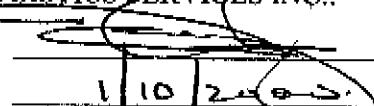
For good and valuable consideration, Fleming and Carrier agree as follows:

1. Effective January 2, 2000, the attached Schedule A to the Agreement replaces in entirety the original Schedule A to the Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect.

FLEMING COMPANIES, INC.:  
By: 

Date: 1-17-2000

USF LOGISTICS SERVICES INC.:  
By: 

Date: 1-10-2000

**SCHEDULE A**  
**SCHEDULE OF RATES**

**1. Rates**

<u>Activity</u>	<u>Rates</u>
Weekly Fixed Rate	\$85,935.20
All Miles	\$0.306
Reefer Hourly Rate	\$1.222
Yard Hours	\$17.978
Local Hours	\$20.475
OTR Miles	\$0.496
Single Stop Rate	\$24.743
Multi Stop Rate - Perishable	\$8.280
Multi Stop Rate – Grocery	\$12.357
Multi Stop Rate – Minimum	\$8.857
Stop Return Rate	\$12.132
Single Backhaul Rate	\$24.743
Multiple Backhaul Rate	\$12.357
Yard Detention	\$15.696
Retail Detention	\$15.696
Backhaul Detention	\$15.696
Returns Detention	\$15.696

In addition to the above fees, New Mexico Highway Use Tax (a mileage charge) will be passed through to Fleming as miles in New Mexico are incurred. The current pass-through rate is \$0.03168 per mile.

**2. Unloading Backhaul, Or Distribution Center Delay Rates**

**Distribution Center Delays**

Any delay time at the distribution center will be charged at the retail detention rate only after the first one half (1/2) hour of free time is authorized. At the distribution center the free time will be determined by the agreed release times.

### Retail Delivery Delays

For store delivery the free time will be cumulative per load. For each full load with one stop there will be two hours free time whether the load is grocery, perishable or combo. For any grocery stop on a multiple stop load there will be an hour and fifteen minutes free time per stop. For any perishable stop on a multiple stop load there will be one-hour free time per stop. (Example: free time of 3 hours 45 minutes for a grocery load with 3 stops. 3 times one hour and fifteen minutes).

The free time allowed for a multiple stop load will be determined by multiplying the free time per type of stop times the number of those stops on that particular load.

When a truck arrives at a retail location prior to the scheduled delivery time, detention time will begin after the allowed free time for the type of load involved, in the following manner:

- If the store agrees to begin receiving the load prior to the scheduled delivery time, the detention calculation will begin at the time the store begins receiving, less any allowed free time.
- If the store does not agree to receive the truck until the scheduled delivery time, the detention calculation will begin at the scheduled delivery time, less any allowed free time.

### Fleming-Directed Backhaul Loads

There will be two hours free time on Fleming directed backhaul loads.

### Calculation of Detention Charges

Starting January 2, 2000, detention time will be computed to the nearest minute.

### 3. Fuel Peg

Tractors fuel consumption will be based at 6.86 miles per gallon.

Tractor fuel cost will be pegged at \$ 1.00 per gallon.

Reefer fuel consumption will be based at 1.40 hours per gallon.

Reefer fuel price will be pegged at \$ 0.51 per gallon.

At the end of each four-week period (to coincide with the Fleming financial period), all the invoices for all fuel purchased by the Carrier for equipment used to perform the Services will be tabulated. Tractor fuel and reefer fuel records will be kept separately. Total fuel purchase amounts will be divided by the total fuel gallons purchased to determine a Weighted Fuel Cost for The period for both tractor and reefer use. The Weighted Fuel Cost will be adjusted to determine the amount of gallons that should have been purchased at the pegged consumption rate (hereinafter the "Consumption-Adjusted Weighted Fuel Cost"). If the Consumption-Adjusted Weighted Fuel Cost per gallon in each category exceeds the peg price per gallon, carrier will invoice Fleming for the excess fuel charges. If the fuel cost per gallon is less than the fuel peg Carrier will issue credit to Fleming. Fuel costs and gallons used will be reported to Fleming weekly.

#### **4. Backhaul Revenue Guarantee**

Carrier will guarantee to Fleming \$257,000 dollars in revenues annually for the transportation of commodities hauled under Carrier's authority. The \$257,000 guarantee is net of expenses unique to the transportation of the commodities. (Such expenses would be, but are not limited to, out of route miles; additional loading or unloading pay or costs above what is normally incurred in the transportation of Fleming products). On any revenues over \$257,000 the carrier will share that revenue with Fleming based on a 50% Fleming and 50% carrier split, net of expense as noted above.

Backhaul movements will count toward this guarantee when they are produced from new origins and/or shippers by the Carrier's initiative. Carrier and Fleming agree to discuss the impact of material changes in transportation patterns or methods which would reduce Carrier's ability to haul for other shippers, and to adjust the Backhaul Revenue Guarantee accordingly.

#### **5. Equipment:**

Carrier will provide drivers required to handle the business. Carrier will provide up to 86 tractors, 5 yard tractors and 151 reefer trailers and 60 dry trailers.

##### **5A. Equipment Replacement:**

Through February 2000, Carrier will replace certain equipment in the existing tractor and trailer fleet. Such replacement is described in "Equipment Elimination Flexibility and Replacement Recap (Idealease)" (the 'Recap') contained in the attached Schedule "C". Fleming's options for changing the fleet size when replacement is due are listed in the Recap. Carrier will advise Fleming of when orders are to be placed for replacement equipment. Fleming is to approve such order at that time.

##### **5B. Equipment Quantities and Business Conditions:**

Fleming will make every attempt to fully utilize this equipment without a negative impact to its current delivery schedule. However, if the business increases or decreases the following changes to the fixed cost will be made:

If Business Decreases:

- (a) Fleming and Carrier will review the Recap in Schedule "C", and the associated leases in Schedule "C" to determine the least expensive method of equipment removal.
- (b) Fleming will provide Carrier with adequate written notice to remove equipment, such that carrier will be permitted by the timing of such notice to have 60 days to in turn provide notice to its equipment supplier to remove excess equipment as identified. Carrier shall choose which specific piece of equipment to remove and reduce the weekly fixed cost equal to the weekly equivalent of the fixed lease charge as shown in column 12 of Schedule "C".
- (c) Within two weeks (2) of receiving such notice from Fleming, carrier will enumerate the equipment to be removed, describing the unit number, year, type, make, schedule C current value, estimate of fair market value and the weekly fixed charge.

- (d) Should the timing and nature of the business decrease not allow Fleming to take advantage of equipment flexibility options listed in the Recap in Schedule "C", Fleming will compensate Carrier for any obligations under Carrier's lease with Idealease under the provisions of 13A (a), (b) or (c).

For Business Increases:

- (e) In the event temporary business demands require the occasional rental of equipment then the following schedule will be followed:

Item	Daily Rate	Weekly Rate	Monthly Rate	Per Mile Surcharge
Tractor day cab	\$98.00	\$475.00	\$2,023.00	\$ .011
Tractor sleeper	\$117.00	\$570.00	\$2,413.00	\$ .011
Refrigerated Trailer	\$67.00	\$335.00	\$1,449.00	\$ .006/mile plus \$.32/hour
Dry Trailer	\$21.00	\$98.00	\$ 423.00	\$ .006

- (f) For permanent or long term increases in fleet size, carrier agrees to research and find cost effective equipment and provide options to Fleming. Fleming and Carrier agree to discuss and amend Schedules A and C as required to accommodate agreed changes in the equipment quantity and associated rates.

#### 6. Gain-Sharing

Carrier and Fleming agree to develop a gain-sharing program specifically tailored to meet the objectives of the management of Fleming's Lubbock center. The purpose of this gain-sharing program is to encourage Carrier to continually improve the performance of transportation operations. To evaluate improvement, Carrier and Fleming will agree to appropriate statistical measures. Each year Carrier and Fleming will agree to appropriate sharing of the economic effect of improvements.

**SECOND AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT**

(Lubbock – December 30, 2001)

This is the Second Amendment to the Transportation Services Agreement Dedicated Contract Carrier ("the Agreement") first made December 14, 1998, between FLEMING COMPANIES, INC. ("Fleming") and USF LOGISTICS SERVICES INC. ("Carrier").

For good and valuable consideration, Fleming and Carrier agree as follows:

1. Effective the week beginning December 30, 2001, the attached Schedule A and Schedule C to the Agreement replaces in entirety the original Schedule A and Schedule C to the Agreement. It also incorporates the changes to fees resulting from the First Amendment to the Agreement, dated January 2, 2000.

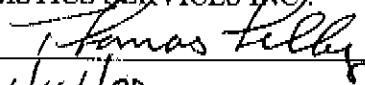
All other terms and conditions of the Agreement shall remain in full force and effect.

FLEMING COMPANIES, INC.:

By: 

Date: 1/9/02

USF LOGISTICS SERVICES INC.:

By: 

Date: 1/14/02

**SCHEDULE A**  
**SCHEDULE OF RATES (revised December 30, 2001)**

<b><u>Billing Activity</u></b>	<b><u>Rates</u></b>
Weekly Fixed Rate	\$54,116.59
Mileage Rate – All Miles	\$.306
Reefer Hourly Rate (engine hours)	\$1.222
Driver Local Hourly Rate	\$20.475
Driver Yard Hourly Rate	\$17.978
Team OTR Mileage Rate	\$.864
Team Stop Rate	\$13,058
Solo Driver OTR Mileage Rate	\$.496
Solo Driver Single Stop Rate	\$24.743
Solo Driver Multi Perishable Stop Rate	\$8.280
Solo Driver Multi Grocery Stop Rate	\$12.357
Solo Driver Stop Minimum	\$8.857
Solo Driver Stop Return	\$12.132
Backhaul Pick Up Rate	\$24.743
Yard Detention	\$15.696
Retail Detention	\$15.696
Backhaul Detention	\$15.696
PSC Transfer Detention	\$15.696
New Mexico Mileage Tax Rate (pass through)	.03168

## **1. Unloading, Backhaul, Or Distribution Center (DC) Delay Rates:**

### **Distribution Center Delays**

Any delay time at the distribution center will be charged at the retail detention rate only after the first one half (1/2) hour of free time is authorized. At the distribution center the free time will be determined by the agreed release times.

### **Retail Delivery Delays**

For store delivery the free time will be cumulative per load. For each full load with one (1) stop there will be two (2) hours free time. For any grocery stop on a multiple stop load there will be one and one quarter (1.25) hour free time per stop. For any perishable stop on a multiple stop load there will be one (1.0) hour free time per stop. The free time allowed for a multiple stop load will be determined by multiplying the free time per stop times the number of stops on that particular load.

When a truck arrives at a retail location prior to the scheduled delivery time, detention time will begin after the allowed free time for the type of load involved, in the following manner:

- If the store agrees to begin receiving the load prior to the scheduled delivery time, the detention calculation will begin at the time the store begins receiving, less any allowed free time.
- If the store does not agree to receive the truck until the scheduled delivery time, the detention calculation will begin at the scheduled delivery time; less any allowed free time.

### **Fleming-Directed Backhaul Loads**

There will be two (2) hours free time on Fleming directed backhaul loads.

### **Calculation of Detention or Miscellaneous Charges**

Detention time will be computed to the nearest minute.

## **2. Fuel Peg:**

Tractor fuel consumption will be based at 6.86 miles per gallon.

Tractor fuel cost will be pegged at \$1.00 per gallon.

Reefer trailer fuel consumption will be based at 1.4 hours per gallon.

Reefer trailer fuel price will be pegged at \$ 0.51 per gallon.

At the end of each month, the actual fuel cost per gallon will be calculated. If the actual cost per gallon exceeds the peg, Carrier will invoice Fleming for the excess fuel charges. If the fuel cost per gallon is less than the fuel peg, then Carrier will issue credit to Fleming. Fuel costs and gallons used will be reported to Fleming weekly.

## **3. Backhaul Revenue Guarantee:**

Carrier will guarantee to Fleming \$116,000 dollars in revenue annually for the transportation of commodities hauled under Carrier's authority. The \$116,000 guarantee is net of expenses unique to the transportation of the commodities. (Such expenses would be, but not limited to, out of route miles; additional loading or unloading pay or costs above what is normally incurred in the transportation of Fleming products). On any revenue over \$116,000 the carrier will share that revenue with Fleming based on a 50% carrier split, net of expense as noted above.

Backhaul movements will count toward this guarantee when they are produced from new origins and/or shippers by the Carrier's initiative. Carrier and Fleming agree to discuss the

impact of material changes in transportation patterns or methods which reduce Carrier's ability to haul for other shippers, and to adjust the Backhaul Revenue Guarantee accordingly.

#### **4. Equipment:**

Carrier will provide drivers required to handle the business. Carrier will provide 2-Yard Tractors, 42-Tractors, and 92-Refrigerated Trailers as listed in Schedule C. Fleming will make every attempt to fully utilize this equipment without a negative impact to its current delivery schedule. However, if the business increases or decreases the following changes to the fixed cost will be followed:

##### **If Business Decreases:**

- (a) Fleming will provide Carrier with adequate written notice to remove equipment, such that Carrier will be permitted by the timing of such notice to have 30 days to in turn provide notice to its equipment supplier to remove excess equipment as identified. Carrier shall choose which specific piece or equipment to remove and reduce the weekly fixed cost equal to the weekly equivalent of the fixed lease charge as shown in the applicable lease schedule of Schedule "C".
- (b) Within two (2) weeks of receiving such notice from Fleming, Carrier will enumerate the equipment to be removed, describing the unit number, year, type, make, Schedule C current value, estimate of fair market value, and the weekly fixed charge.
- (c) Fleming will compensate Carrier for any obligations under Carrier's lease with Idealease under the provisions of 13A (a), (b), or (c).

##### **For Business Increases:**

- (a) In the event temporary business demands require the occasional rental of equipment then the following schedule will be followed, subject to equipment availability and market conditions at the time:

Item	Daily Rate	Weekly Rate
TA Day Cab Tractor	\$95.00	\$475.00
TA Sleeper Tractor	\$114.00	\$570.00
Yard Tractor	\$104.00	\$520.00
48'/53' Refrigerated Trailer	\$62.00	\$310.00
48' Multi Temp Reefer	\$76.00	\$380.00
Dry Van Trailer	\$19.60	\$98.00

- (b) For permanent or long term increases in fleet size, carrier agrees to research and find cost effective equipment and provide options to Fleming. Fleming and Carrier agree to discuss and amend Schedules A and C as required to accommodate agreed changes in the equipment quantity and associated rates.

#### **5. Gain-Sharing:**

Carrier and Fleming agree to develop a gain-sharing program specifically tailored to meet the objectives of the management of Fleming's Lubbock center. The purpose of this gain-sharing program is to encourage Carrier to continually improve the performance of transportation operations. To evaluate improvement, Carrier and Fleming will agree to appropriate statistical measures. Each year Carrier and Fleming will agree to appropriate sharing of the economic effect of improvements.

**SCHEDULE C**  
**EQUIPMENT SCHEDULE (revised December 30, 2001)**

Schedule C includes the following attachments:

1. Schedule "A" To Vehicle Lease and Service Agreement between Idealease Services, Inc. numbers:
  - 00-0301-57900
  - 98-1204-57900
  - 98-1205-57900
  - 98-1130-57900
  - 98-1207-57900
  - 98-1206-57900
  - 98-1129-57900
  - 98-1126-57900
  - 98-1128-57900
  - 01-1210-41001

**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
**Fleming-Lubbock (El Paso)**

Schedule No. 01-1210-41001  
Masterlease Dated 6/28/91  
Page 1 of 1

**VEHICLE DESCRIPTION**

Vehicle No.	Date of Delivery	Lease Term (Months)	Year	Make	Model & Type	Serial Number	Mfr's Rec'd Max GVW or GCW	Licensed Weight	Original Value	Depreciation Credit Per Month	Fixed Lease Charge Per Month	Mileage Charge Per Mile	Refig. Main Rate Per Hour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1312	12/30/01	48*	2000	INTL	9100i 6x4	1HSCBAER11J001312	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.0563	N/A
1317	12/30/01	48*	2000	INTL	9100i 6x4	1HSCBAER01J001317	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.0563	N/A
1318	12/30/01	48*	2000	INTL	9100i 6x4	1HSCBAER21J001318	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.0563	N/A
3125	12/30/01	48*	2000	INTL	9100i 6x4	1HSCBAER11J001312	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.0563	N/A
3130	12/30/01	48*	2000	INTL	9100i 6x4	1HSCBAER11J001312	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.0563	N/A
3133	12/30/01	48*	2000	INTL	9100i 6x4	1HSCBAER11J001312	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.0563	N/A

Units 1312, 1317, and 1318 have all transferred from schedule A # 01-0305-33701 (Romeulus, MI)

Units 3125, 3130, and 3133 have all transferred from schedule A # 01-0304-22900 (Romeoville, IL)

\*These units will terminate on 12/18/2005 per the USF/Fleming agreement

*JP 1/9/02*  
Service Location

Sunland International  
El Paso, TX



## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

IdeaLease Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Fleming-Lahbock, TXSchedule No. 00-0301-57900  
Masterlease Dated 06/28/1991  
Page 2 of 2

Vehicle No. (1)	Date of Delivery (2)	Vehicle Description			Serial Number (3)	Mfg's Rec'd Max GVW or GCW (4)	Licensed Weight (5)	Original Value (6)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Maintenance Charge Per Hour (13)	Refrig. Maint. Rate Per Hour (14)
		Year (6)	Make (5)	Model & Type (6)								
24016	1/4/01	65	2000	Ottawa YT30 (DOT)	4LMBF5111Y1011979				Legal \$56,547.00	\$527.00	\$1,217.00	\$1.85 N/A
24017	1/4/01	65	2000	Ottawa YT30 (DOT)	4LMBF5118Y1011980				Legal \$56,547.00	\$527.00	\$1,217.00	\$1.85 N/A
IdeaLease agrees to an option of cancelling this agreement, with no schedule A buyout, October 18, 2005.												
											1/9/02 MP	Service Location
											South Plains Leasing, Inc. Lubbock, TX	



## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Schedule No. 98-1204-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Vehicle No.	Date of Delivery	Lease Term (Months)	Year	Make	Model & Type	Serial Number	Weight (lb)	Mr's Rec'd Max GVW or GCW (lb)	Licensed Weight (lb)	Original Value (\$)	Depreciation Credit Per Month (\$)	Fixed Lease Charge Per Month (\$)	Mileage Charge Per Mile (\$)	Refng. Maint. Rate Per Hour (\$)
4600	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR3YN056610	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4601	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR5YN056611	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4602	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR7YN056612	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4603	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR9YN056613	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4604	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR0YN056614	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4605	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR2YN056615	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4606	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR4YN056616	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4607	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR6YN056617	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4608	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR8YN056618	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4609	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR9YN056619	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4610	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR6YN056620	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4611	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR8YN056621	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4612	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMRXYN056622	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4613	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR1YN056623	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4614	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR3YN056624	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4615	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR5YN056625	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4616	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR7YN056626	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4617	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR9YN056627	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4618	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR0YN056628	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4619	12/12/98	82	90	Int'l	9200 Sleeper	3HSFHAMR2YN056629	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A

USF Logistics Services Inc. has the option to cancel up to 6 units with 90 days notice prior to production date.

Between Oct. 18, 2000 and Oct. 18, 2001 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$5,000.00 per unit cancellation fee.

Between Oct. 18, 2001 and Oct. 18, 2002 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$4,500.00 per unit cancellation fee.

Between Oct. 18, 2002 and Oct. 18, 2003 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$3,000.00 per unit cancellation fee.

Between Oct. 18, 2003 and Oct. 18, 2004 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$2,000.00 per unit cancellation fee.

Between Oct. 18, 2004 and Oct. 18, 2005 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$1,000.00 per unit cancellation fee.

Units covered IN GROUP 2 under these cancellation options, # not exercised in one period, can be applied cumulatively under the terms that exist in the following year.

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven and driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

Service Location

1/9/02  
JF

South Plains Leasing  
Lubbock, TX



## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Dealease Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.

Lubbock, TX

Schedule No. 98-1205-57900

Masterlease Dated 6/28/91

Page 1 of 1

## VEHICLE DESCRIPTION

Vehicle No. (1)	Date of Delivery (2)	Lesse Term (Months) (3)	Year (4)	Make (5)	Model & Type (6)	Serial Number (7)	Mr's Rec'd Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refrig. Maint. Rate Per Hour (14)
4620	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR9YN056630	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4621	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR0YN056631	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4622	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR2YN056632	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4623	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR4YN056633	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4624	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR6YN056634	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4625	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR8YN056635	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4626	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMRXYN056636	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4627	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR1LYN056637	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4628	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR3YN056638	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4629	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR5YN056639	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4630	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR1LYN056640	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4631	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR3YN056641	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4632	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR5YN056642	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4633	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR7YN056643	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4634	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMR9YN056644	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4635	12/12/98	82	00	Int'l	9200 Sleeper	3HSFHAMRXYN056645	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A

USF Logistics Services Inc. has the option to cancel up to 6 units with 90 days notice prior to production date.

Between Oct. 18, 2000 and Oct. 18, 2001 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$5,000.00 per unit cancellation fee.

Between Oct. 18, 2001 and Oct. 18, 2002 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$4,000.00 per unit cancellation fee.

Between Oct. 18, 2002 and Oct. 18, 2003 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$3,000.00 per unit cancellation fee.

Between Oct. 18, 2003 and Oct. 18, 2004 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$2,000.00 per unit cancellation fee.

Between Oct. 18, 2004 and Oct. 18, 2005 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$1,000.00 per unit cancellation fee.

Units covered in GROUP 2 under these cancellation options, if not exercised in one period, can be applied cumulatively under the terms that exist in the following year.

Service Location  
South Plains Leasing  
Lubbock, TX

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

1/1/02

JMF





## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Schedule No. 98-1207-57990,  
Masterlease Dated 6/28/91  
Page 1 of 1

Customer: USF Logistics Services Inc.  
Lubbock, TX

Vehicle No.	Delivery Date	Lease Term (Months)	Vehicle Description			Serial Number	Mfr's Rec'd Max GVW or GCW	Licensed Weight	Original Value	Depreciation Credit Per Month	Fixed Lease Charge Per Month	Mileage Charge Per Mile	Refugee Maint. Rate Per Hour (\$)
			(9)	(10)	(11)								
6101	12/12/98	82	99' Grit-Dane	53' Reefer	9YBAA06227YB0038101	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6102	12/12/98	82	99' Grit-Dane	53' Reefer	9YB0028102	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6103	12/12/98	82	99' Grit-Dane	53' Reefer	6YB0028103	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6104	12/12/98	82	99' Grit-Dane	53' Reefer	2YB038104	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6105	12/12/98	82	99' Grit-Dane	53' Reefer	4YB038105	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6106	12/12/98	82	99' Grit-Dane	53' Reefer	6YB038106	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6107	12/12/98	82	99' Grit-Dane	53' Reefer	8YB038107	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6108	12/12/98	82	99' Grit-Dane	53' Reefer	XYB038108	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6109	12/12/98	82	99' Grit-Dane	53' Reefer	LYB038109	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6110	12/12/98	82	99' Grit-Dane	53' Reefer	8YB038110	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6111	12/12/98	82	99' Grit-Dane	53' Reefer	XYB038111	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6112	12/12/98	82	99' Grit-Dane	53' Reefer	1YB038112	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6113	12/12/98	82	99' Grit-Dane	53' Reefer	3YB038113	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6114	12/12/98	82	99' Grit-Dane	53' Reefer	5YB038114	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6115	12/12/98	82	99' Grit-Dane	53' Reefer	7YB038115	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6116	12/12/98	82	99' Grit-Dane	53' Reefer	9YB038116	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6117	12/12/98	82	99' Grit-Dane	53' Reefer	0YB038117	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6118	12/12/98	82	99' Grit-Dane	53' Reefer	2YB038118	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6119	12/12/98	82	99' Grit-Dane	53' Reefer	4YB038119	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6120	12/12/98	82	99' Grit-Dane	53' Reefer	0YB038120	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6121	12/12/98	82	99' Grit-Dane	53' Reefer	2YB038121	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6122	12/12/98	82	99' Grit-Dane	53' Reefer	4YB038122	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6123	12/12/98	82	99' Grit-Dane	53' Reefer	6YB038123	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6124	12/12/98	82	99' Grit-Dane	53' Reefer	8YB038124	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6125	12/12/98	82	99' Grit-Dane	53' Reefer	XYB038125	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6126	12/12/98	82	99' Grit-Dane	53' Reefer	1YB038126	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
6127	12/12/98	82	99' Grit-Dane	53' Reefer	5YB038127	Legal	Legal	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780
Effective 3/4/01, units transferred to Nashville, TN													
Service Location													

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven fast, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

South Plains Leasing  
Lubbock, TX



SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Challenge Services Inc.

28W144 Industrial Avenue #116 Barrington IL 60010

Customer: USE Logistics Services Inc.

Lubbock XI

Schedule No. 98-1200  
Masterlease Dated 6/28/91  
Page 1 of 1

98-1206-57900  
6/28/91

Schedule No.  
Masterlease D  
Page 1 of 1

Vehicle Description						
Vehicle No.	Date of Delivery	Lease Term (Months)	Year	Make	Model & Type	(6)
(1)	(2)	(3)	(4)	(5)		
6128	12/12/98	82	99	Grt Dane	53' Reefer	
6129	12/12/98	82	99	Grt Dane	53' Reefer	
6130	12/12/98	82	99	Grt Dane	53' Reefer	
6131	12/12/98	82	99	Grt Dane	53' Reefer	
6132	12/12/98	82	99	Grt Dane	53' Reefer	
6133	12/12/98	82	99	Grt Dane	53' Reefer	
6134	12/12/98	82	99	Grt Dane	53' Reefer	
6135	12/12/98	82	99	Grt Dane	53' Reefer	
6136	12/12/98	82	99	Grt Dane	53' Reefer	
6137	12/12/98	82	99	Grt Dane	53' Reefer	
6138	12/12/98	82	99	Grt Dane	53' Reefer	
6139	12/12/98	82	99	Grt Dane	53' Reefer	
6140	12/12/98	82	99	Grt Dane	53' Reefer	
6141	12/12/98	82	99	Grt Dane	53' Reefer	
6142	12/12/98	82	99	Grt Dane	53' Reefer	
6143	12/12/98	82	99	Grt Dane	53' Reefer	
6144	12/12/98	82	99	Grt Dane	53' Reefer	
6145	12/12/98	82	99	Grt Dane	53' Reefer	
6146	12/12/98	82	99	Grt Dane	53' Reefer	
6147	12/12/98	82	99	Grt Dane	53' Reefer	
6148	12/12/98	82	99	Grt Dane	53' Reefer	
6149	12/12/98	82	99	Grt Dane	53' Reefer	
6150	12/12/98	82	99	Grt Dane	53' Reefer	
6151	12/12/98	82	99	Grt Dane	53' Reefer	
6152	12/12/98	82	99	Grt Dane	53' Reefer	

South Plains Leasing  
Hubbock, TX

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewalk damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.



## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Schedule No. 98-1129-57900  
 Masterlease Dated 6/28/91  
 Page 1 of 1

IdeaEase Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.

Lubbock, TX

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	VEHICLE DESCRIPTION			Serial Number (7)	Mfr's Rec'd Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refrig Maint. Rate Per Hour (14)
			Year (4)	Make (5)	Model & Type (6)								
6153	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0624YB038153	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6154	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0626YB038154	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6155	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0628YB038155	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6156	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0622XYB038156	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6157	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0621YB038157	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6158	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0623YB038158	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6159	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0625YB038159	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6160	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA06221YB038160	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6161	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0623YB038161	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6162	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0625YB038162	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6163	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA0627YB038163	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
6164	12/12/98	82	99	Grt Dane	53' Reefer	1GRAA06229YB038164	80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
	12/12/98	82	99	Grt Dane	53' Reefer		80,000	80,000	\$52,583.00	\$379.72	\$805.00	.033	.780
<b>Effective 12/12/98, units #24477 - 24479, 24481 - 24483, 24486, 24488, 24905, 24909, 24912, 24915 will be running as Intermis until the above units are put into service.</b>													
The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.													
										<i>1/6/02 JMB</i> <b>THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1028-57900-E</b>			
										Service Location South Plains Leasing Lubbock, TX			



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Masterlease Dated 6/28/91

Masterlease Dated 6/28/91

Page 1 of 1

IdeaLease Services, Inc.

228W144 Industrial Avenue #116 Bantington, IL 60019

Customer: USF Logistics Services Inc.  
Lubbock, TX

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewalk damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.



SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Idealease Services, Inc.  
228 W 144 Industrial Avenue

Aldelease Services, Inc.  
228W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Schedule No. 98-1  
Masterlease Dated 6/28  
Page 1 of 1

9065/5-8711-86

Schedule No. 98-1128  
Master Lease Dated 6/28/91

Schedule No.  
Masterlease I  
Page 1 of 1

FLEMING LUBBOCK TRACTORS

Unit Number	YEAR	MAKE	SERIAL NUMBER	Ln Service Date
1	4600	2000 INTL	56610	10/21/99
2	4601	2000 INTL	56611	10/21/99
3	4602	2000 INTL	56612	12/30/99
4	4603	2000 INTL	56613	12/31/99
5	4604	2000 INTL	56614	10/22/99
6	4605	2000 INTL	56615	12/04/99
7	4606	2000 INTL	56616	10/21/99
8	4607	2000 INTL	56617	11/06/99
9	4608	2000 INTL	56618	10/22/99
10	4609	2000 INTL	56619	10/29/99
11	4610	2000 INTL	56620	10/28/99
12	4611	2000 INTL	56621	10/23/99
13	4612	2000 INTL	56622	11/01/99
14	4613	2000 INTL	56623	10/20/99
15	4614	2000 INTL	56624	11/04/99
16	4615	2000 INTL	56625	11/03/99
17	4616	2000 INTL	56626	11/05/99
18	4617	2000 INTL	56627	11/11/99
19	4618	2000 INTL	56628	11/06/99
20	4619	2000 INTL	56629	11/06/99
21	4620	2000 INTL	56630	10/16/99
22	4621	2000 INTL	56631	12/10/99
23	4622	2000 INTL	56632	12/02/99
24	4623	2000 INTL	56633	12/27/99
25	4624	2000 INTL	56634	11/04/99
26	4625	2000 INTL	56635	10/21/99
27	4626	2000 INTL	56636	10/21/99
28	4627	2000 INTL	56637	10/21/99
29	4628	2000 INTL	56638	12/29/99
30	4629	2000 INTL	56639	11/03/99
31	4630	2000 INTL	56640	11/22/99
32	4631	2000 INTL	56641	12/04/99
33	4632	2000 INTL	56642	12/27/99
34	4633	2000 INTL	56643	11/11/99
35	4634	2000 INTL	56644	12/08/99
36	4635	2000 INTL	56645	01/08/00

FLEMING LUBBOCK TRAILERS

Unit Number	YEAR	MAKE	SERIAL NUMBER	In Service Date
1	6101	1999 GDANE	38101	10/26/99
2	6102	1999 GDANE	38102	10/25/99
3	6103	1999 GDANE	38103	11/1/99
4	6104	1999 GDANE	38104	11/1/99
5	6105	1999 GDANE	38105	12/17/99
6	6106	1999 GDANE	38106	10/13/99
7	6107	1999 GDANE	38107	01/06/00
8	6108	1999 GDANE	38108	11/15/99
9	6109	1999 GDANE	38109	9/29/99
10	6110	1999 GDANE	38110	9/16/99
11	6111	1999 GDANE	38111	9/16/99
12	6112	1999 GDANE	38112	9/16/99
13	6113	1999 GDANE	38113	9/20/99
14	6114	1999 GDANE	38114	9/20/99
15	6115	1999 GDANE	38115	9/20/99
16	6116	1999 GDANE	38116	9/23/99
17	6117	1999 GDANE	38117	9/23/99
18	6118	1999 GDANE	38118	9/24/99
19	6119	1999 GDANE	38119	9/27/99
20	6120	1999 GDANE	38120	9/28/99
21	6121	1999 GDANE	38121	10/4/99
22	6122	1999 GDANE	38122	10/4/99
23	6123	1999 GDANE	38123	10/4/99
24	6124	1999 GDANE	38124	10/4/99
25	6125	1999 GDANE	38125	10/6/99
26	6126	1999 GDANE	38126	10/6/99
27	6127	1999 GDANE	38127	10/6/99
28	6128	1999 GDANE	38128	10/6/99
29	6129	1999 GDANE	38129	10/6/99
30	6130	1999 GDANE	38130	11/19/99
31	6131	1999 GDANE	38131	10/6/99
32	6132	1999 GDANE	38132	10/6/99
33	6133	1999 GDANE	38133	11/13/99
34	6134	1999 GDANE	38134	10/7/99
35	6135	1999 GDANE	38135	10/7/99
36	6136	1999 GDANE	38136	10/7/99
37	6137	1999 GDANE	38137	10/11/99
38	6138	1999 GDANE	38138	10/11/99
39	6139	1999 GDANE	38139	10/11/99
40	6140	1999 GDANE	38140	10/11/99
41	6141	1999 GDANE	38141	10/12/99
42	6142	1999 GDANE	38142	10/12/99
43	6143	1999 GDANE	38143	10/12/99
44	6144	1999 GDANE	38144	10/12/99

TRANSFERRED TO  
NASHVILLE-FLEMING  
3/04/01  
SCHD 01-0328-55800

FLEMING LUBBOCK TRAILERS

Unit Number	YEAR	MAKE	SERIAL NUMBER	In Service Date
45	6145	1999 GDANE	38145	10/13/99
46	6146	1999 GDANE	38146	10/13/99
47	6147	1999 GDANE	38147	10/15/99
48	6148	1999 GDANE	38148	10/13/99
49	6149	1999 GDANE	38149	12/7/99
50	6150	1999 GDANE	38150	10/19/99
51	6151	1999 GDANE	38151	10/19/99
52	6152	1999 GDANE	38152	10/18/99
53	6153	1999 GDANE	38153	10/13/99
54	6154	1999 GDANE	38154	10/19/99
55	6155	1999 GDANE	38155	10/19/99
56	6156	1999 GDANE	38156	10/19/99
57	6157	1999 GDANE	38157	10/20/99
58	6158	1999 GDANE	38158	10/20/99
59	6159	1999 GDANE	38159	10/20/99
60	6160	1999 GDANE	38160	10/20/99
61	6161	1999 GDANE	38161	10/21/99
62	6162	1999 GDANE	38162	10/21/99
63	6163	1999 GDANE	38163	10/21/99
64	6164	1999 GDANE	38164	10/21/99
65	6165	1999 GDANE	38165	10/21/99
66	6166	1999 GDANE	38166	10/21/99
67	6167	1999 GDANE	38167	10/22/99
68	6168	1999 GDANE	38168	10/22/99
69	6169	1999 GDANE	38169	10/29/99
70	6170	1999 GDANE	38170	10/26/99
71	6171	1999 GDANE	38171	12/7/99
72	6172	1999 GDANE	38172	10/29/99
73	6173	1999 GDANE	38173	10/22/99
74	6174	1999 GDANE	38174	10/22/99
75	6175	1999 GDANE	38175	10/26/99
76	6176	1999 GDANE	38176	10/22/99
77	6177	1999 GDANE	38177	10/22/99
78	6178	1999 GDANE	38178	11/15/99
79	6179	1999 GDANE	38179	11/15/99
80	6180	1999 GDANE	38180	11/19/99
81	6181	1999 GDANE	38181	10/29/99
82	6182	1999 GDANE	38182	10/29/99
83	6183	1999 GDANE	38183	10/29/99

**THIRD AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT**

(Lubbock – October 6, 2002)

This is the Third Amendment to the Transportation Services Agreement Dedicated Contract Carrier ("the Agreement") first made December 14, 1998, between FLEMING COMPANIES, INC. ("Fleming") and USF LOGISTICS SERVICES INC. ("Carrier").

For good and valuable consideration, Fleming and Carrier agree as follows:

1. Effective the week beginning October 6, 2002, the attached Schedule A and Schedule C to the Agreement replaces in entirety the original Schedule A and Schedule C to the Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect.

FLEMING COMPANIES, INC.

By: Mark R. Stiles

Date: 10/15/02

USF LOGISTICS SERVICES INC.

By: Thomas Kelly

Date: 10-18-02

**SCHEDULE A**  
**SCHEDULE OF RATES (revised October 6, 2002)**

<b><u>Billing Activity</u></b>	<b><u>Rates</u></b>
Weekly Fixed Rate	\$51,413.45
Mileage Rate – All Miles	\$309
Reefer Hourly Rate (engine hours)	\$1.26
Driver Local Hourly Rate	\$23.13
Driver Yard Hourly Rate	\$18.99
Team OTR Mileage Rate	\$.956
Team Stop Rate	\$12.92
Solo Driver OTR Mileage Rate	\$.514
Solo Driver Single Stop Rate	\$25.84
Solo Driver Multi Perishable Stop Rate	\$10.78
Solo Driver Multi Grocery Stop Rate	\$12.92
Solo Driver Stop Minimum	\$4.28
Solo Driver Stop Return	\$12.32
Single Backhaul Pick Up Rate	\$25.84
Multi Backhaul Pick Up Rate	\$12.92
Freight Haul	\$25.84
Yard Detention	\$16.42
Retail Detention	\$16.42
Backhaul Detention	\$16.42
PSC Transfer Detention	\$16.42
New Mexico Mileage Tax Rate (pass through)	Pass Through

## **1. Unloading, Backhaul, Or Distribution Center (DC) Delay Rates:**

### **Distribution Center Delays**

Any delay time at the distribution center will be charged at the retail detention rate only after the first one half (1/2) hour of free time is authorized. At the distribution center the free time will be determined by the agreed release times.

### **Retail Delivery Delays**

For store delivery the free time will be cumulative per load. For each full load with one (1) stop there will be two (2) hours free time. For any grocery stop on a multiple stop load there will be one and one quarter (1.25) hour free time per stop. For any perishable stop on a multiple stop load there will be one (1.0) hour free time per stop. The free time allowed for a multiple stop load will be determined by multiplying the free time per stop times the number of stops on that particular load.

When a truck arrives at a retail location prior to the scheduled delivery time, detention time will begin after the allowed free time for the type of load involved, in the following manner:

- If the store agrees to begin receiving the load prior to the scheduled delivery time, the detention calculation will begin at the time the store begins receiving, less any allowed free time.
- If the store does not agree to receive the truck until the scheduled delivery time, the detention calculation will begin at the scheduled delivery time; less any allowed free time.

### **Fleming-Directed Backhaul Loads**

There will be two (2) hours free time on Fleming directed backhaul loads.

### **Calculation of Detention or Miscellaneous Charges**

Detention time will be computed to the nearest minute.

## **2. Fuel Peg:**

Tractor fuel consumption will be based at 6.86 miles per gallon.

Tractor fuel cost will be pegged at \$1.00 per gallon.

Reefer trailer fuel consumption will be based at 1.4 hours per gallon.

Reefer trailer fuel price will be pegged at \$ 0.51 per gallon.

At the end of each month, the actual fuel cost per gallon will be calculated. If the actual cost per gallon exceeds the peg, Carrier will invoice Fleming for the excess fuel charges. If the fuel cost per gallon is less than the fuel peg, then Carrier will issue credit to Fleming. Fuel costs and gallons used will be reported to Fleming weekly.

## **3. Backhaul Revenue Guarantee:**

Carrier will guarantee to Fleming \$116,000 dollars in revenue annually for the transportation of commodities hauled under Carrier's authority. The \$116,000 guarantee is net of expenses unique to the transportation of the commodities. (Such expenses would be, but not limited to, out of route miles; additional loading or unloading pay or costs above what is normally incurred in the transportation of Fleming products). On any revenue over \$116,000 the carrier will share that revenue with Fleming based on a 50% carrier split, net of expense as noted above.

Backhaul movements will count toward this guarantee when they are produced from new origins and/or shippers by the Carrier's initiative. Carrier and Fleming agree to discuss the

impact of material changes in transportation patterns or methods which reduce Carrier's ability to haul for other shippers, and to adjust the Backhaul Revenue Guarantee accordingly.

**4. Equipment:**

Carrier will provide drivers required to handle the business. Carrier will provide 2-Yard Tractors, 42-Tractors, 78-Refrigerated Trailers, and 10-Dry Van Trailers as listed in Schedule C. Fleming will make every attempt to fully utilize this equipment without a negative impact to its current delivery schedule. However, if the business increases or decreases the following changes to the fixed cost will be followed:

**If Business Decreases:**

- (a) Fleming will provide Carrier with adequate written notice to remove equipment, such that Carrier will be permitted by the timing of such notice to have 30 days to in turn provide notice to its equipment supplier to remove excess equipment as identified. Carrier shall choose which specific piece or equipment to remove and reduce the weekly fixed cost equal to the weekly equivalent of the fixed lease charge as shown in the applicable lease schedule of Schedule "C".
- (b) Within two (2) weeks of receiving such notice from Fleming, Carrier will enumerate the equipment to be removed, describing the unit number, year, type, make, Schedule C current value, estimate of fair market value, and the weekly fixed charge.
- (c) Fleming will compensate Carrier for any obligations under Carrier's lease with Idealease under the provisions of 13A (a), (b), or (c).

**For Business Increases:**

- (a) In the event temporary business demands require the occasional rental of equipment then the following schedule will be followed, subject to equipment availability and market conditions at the time:

Item	Daily Rate	Weekly Rate
TA Day Cab Tractor	\$95.00	\$475.00
TA Sleeper Tractor	\$114.00	\$570.00
Yard Tractor	\$104.00	\$520.00
48'/53' Refrigerated Trailer	\$62.00	\$310.00
48' Multi Temp Reefer	\$76.00	\$380.00
Dry Van Trailer	\$19.60	\$98.00

- (b) For permanent or long term increases in fleet size, carrier agrees to research and find cost effective equipment and provide options to Fleming. Fleming and Carrier agree to discuss and amend Schedules A and C as required to accommodate agreed changes in the equipment quantity and associated rates.

**5. Gain-Sharing:**

Carrier and Fleming agree to develop a gain-sharing program specifically tailored to meet the objectives of the management of Fleming's Lubbock center. The purpose of this gain-sharing program is to encourage Carrier to continually improve the performance of transportation operations. To evaluate improvement, Carrier and Fleming will agree to appropriate statistical measures. Each year Carrier and Fleming will agree to appropriate sharing of the economic effect of improvements.

**SCHEDULE C**  
**EQUIPMENT SCHEDULE (revised October 6, 2002)**

Schedule C includes the following attachments:

1. Schedule "A" To Vehicle Lease and Service Agreement between Idealease Services, Inc. numbers:
  - 00-0301-57900
  - 02-0926-57900
  - 98-1204-57900
  - 98-1205-57900
  - 98-1130-57900
  - 98-1207-57900
  - 98-1206-57900
  - 98-1129-57900
  - 98-1126-57900
  - 98-1128-57900
  - "Revised in Service Dates" document
  
2. "Carrier Depreciation Schedule – Trailers" for USF owned trailers

**FLEMING LUBBOCK TRACTORS**

Unit Number	YEAR	MAKE	SERIAL NUMBER	In Service Date
1	4600	2000 INTL	56610	10/21/99
2	4601	2000 INTL	56611	10/21/99
3	4602	2000 INTL	56612	12/30/99
4	4603	2000 INTL	56613	12/31/99
5	4604	2000 INTL	56614	10/22/99
6	4605	2000 INTL	56615	12/04/99
7	4606	2000 INTL	56616	10/21/99
8	4607	2000 INTL	56617	11/06/99
9	4608	2000 INTL	56618	10/22/99
10	4609	2000 INTL	56619	10/29/99
11	4610	2000 INTL	56620	10/28/99
12	4611	2000 INTL	56621	10/23/99
13	4612	2000 INTL	56622	11/01/99
14	4613	2000 INTL	56623	10/20/99
15	4614	2000 INTL	56624	11/04/99
16	4615	2000 INTL	56625	11/03/99
17	4616	2000 INTL	56626	11/05/99
18	4617	2000 INTL	56627	11/11/99
19	4618	2000 INTL	56628	11/06/99
20	4619	2000 INTL	56629	11/06/99
21	4620	2000 INTL	56630	10/16/99
22	4621	2000 INTL	56631	12/10/99
23	4622	2000 INTL	56632	12/02/99
24	4623	2000 INTL	56633	12/27/99
25	4624	2000 INTL	56634	11/04/99
26	4625	2000 INTL	56635	10/21/99
27	4626	2000 INTL	56636	10/21/99
28	4627	2000 INTL	56637	10/21/99
29	4628	2000 INTL	56638	12/29/99
30	4629	2000 INTL	56639	11/03/99
31	4630	2000 INTL	56640	11/22/99
32	4631	2000 INTL	56641	12/04/99
33	4632	2000 INTL	56642	12/27/99
34	4633	2000 INTL	56643	11/11/99
35	4634	2000 INTL	56644	12/08/99
36	4635	2000 INTL	56645	01/08/00

FLEMING LUBBOCK TRAILERS

Unit Number	YEAR	MAKE	SERIAL NUMBER	In Service Date
1	6101	1999 GDANE	38101	10/26/99
2	6102	1999 GDANE	38102	10/25/99
3	6103	1999 GDANE	38103	11/1/99
4	6104	1999 GDANE	38104	11/1/99
5	6105	1999 GDANE	38105	12/17/99
6	6106	1999 GDANE	38106	10/13/99
7	6107	1999 GDANE	38107	01/06/00
8	6108	1999 GDANE	38108	11/15/99
9	6109	1999 GDANE	38109	9/29/99
10	6110	1999 GDANE	38110	9/16/99
11	6111	1999 GDANE	38111	9/16/99
12	6112	1999 GDANE	38112	9/16/99
13	6113	1999 GDANE	38113	9/20/99
14	6114	1999 GDANE	38114	9/20/99
15	6115	1999 GDANE	38115	9/20/99
16	6116	1999 GDANE	38116	9/23/99
17	6117	1999 GDANE	38117	9/23/99
18	6118	1999 GDANE	38118	9/24/99
19	6119	1999 GDANE	38119	9/27/99
20	6120	1999 GDANE	38120	9/28/99
21	6121	1999 GDANE	38121	10/4/99
22	6122	1999 GDANE	38122	10/4/99
23	6123	1999 GDANE	38123	10/4/99
24	6124	1999 GDANE	38124	10/4/99
25	6125	1999 GDANE	38125	10/6/99
26	6126	1999 GDANE	38126	10/6/99
27	6127	1999 GDANE	38127	10/6/99
28	6128	1999 GDANE	38128	10/6/99
29	6129	1999 GDANE	38129	10/6/99
30	6130	1999 GDANE	38130	11/19/99
31	6131	1999 GDANE	38131	10/6/99
32	6132	1999 GDANE	38132	10/6/99
33	6133	1999 GDANE	38133	11/15/99
34	6134	1999 GDANE	38134	10/7/99
35	6135	1999 GDANE	38135	10/7/99
36	6136	1999 GDANE	38136	10/7/99
37	6137	1999 GDANE	38137	10/11/99
38	6138	1999 GDANE	38138	10/11/99
39	6139	1999 GDANE	38139	10/11/99
40	6140	1999 GDANE	38140	10/11/99
41	6141	1999 GDANE	38141	10/12/99
42	6142	1999 GDANE	38142	10/12/99
43	6143	1999 GDANE	38143	10/12/99
44	6144	1999 GDANE	38144	10/12/99

TRANSFERRED TO  
NASHVILLE FLEMING  
3/04/01  
SCHO 01-0328-55800

TRANSFERRED TO  
WARSAW FLEMING  
6/30/02 - SCHO 02-0703-46000  
9/29/02 - SCHO 02-1001-46000

**FLEMING LUBBOCK TRAILERS**

Unit Number	YEAR	MAKE	SERIAL NUMBER	In Service Date
45	6145	1999 GDANE	38145	10/13/99
46	6146	1999 GDANE	38146	10/13/99
47	6147	1999 GDANE	38147	10/15/99
48	6148	1999 GDANE	38148	10/13/99
49	6149	1999 GDANE	38149	12/7/99
50	6150	1999 GDANE	38150	10/19/99
51	6151	1999 GDANE	38151	10/19/99
52	6152	1999 GDANE	38152	10/18/99
53	6153	1999 GDANE	38153	10/13/99
54	6154	1999 GDANE	38154	10/19/99
55	6155	1999 GDANE	38155	10/19/99
56	6156	1999 GDANE	38156	10/19/99
57	6157	1999 GDANE	38157	10/20/99
58	6158	1999 GDANE	38158	10/20/99
59	6159	1999 GDANE	38159	10/20/99
60	6160	1999 GDANE	38160	10/20/99
61	6161	1999 GDANE	38161	10/21/99
62	6162	1999 GDANE	38162	10/21/99
63	6163	1999 GDANE	38163	10/21/99
64	6164	1999 GDANE	38164	10/21/99
65	6165	1999 GDANE	38165	10/21/99
66	6166	1999 GDANE	38166	10/21/99
67	6167	1999 GDANE	38167	10/22/99
68	6168	1999 GDANE	38168	10/22/99
69	6169	1999 GDANE	38169	10/29/99
70	6170	1999 GDANE	38170	10/26/99
71	6171	1999 GDANE	38171	12/7/99
72	6172	1999 GDANE	38172	10/29/99
73	6173	1999 GDANE	38173	10/22/99
74	6174	1999 GDANE	38174	10/22/99
75	6175	1999 GDANE	38175	10/26/99
76	6176	1999 GDANE	38176	10/22/99
77	6177	1999 GDANE	38177	10/22/99
78	6178	1999 GDANE	38178	11/15/99
79	6179	1999 GDANE	38179	11/15/99
80	6180	1999 GDANE	38180	11/19/99
81	6181	1999 GDANE	38181	10/29/99
82	6182	1999 GDANE	38182	10/29/99
83	6183	1999 GDANE	38183	10/29/99

## **Carrier Depreciation Schedule – Trailers Owned By USF**

Effective October 6, 2002

<b>Unit #</b>	<b>In Service Date</b>	<b>Make</b>	<b>Model</b>	<b>Original Value</b>	<b>Depreciation Term (Months)</b>	<b>Monthly Depreciation Credit</b>
53883	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53884	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53885	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53886	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53887	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53888	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53889	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53890	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53891	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06
53892	10-Sep-00	Strick	53' Dry Van	\$19,927.00	120	\$166.06



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Ideallease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Flaming-Lubbock, TX

Schedule No. 00-0301-57900  
Masterlease Dated 05/28/1991  
Page 2 of 2

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	VEHICLE DESCRIPTION			Serial Number (7)	MFR's Record Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Maintenance Charge Per Hour (13)	Refrig. Maint. Rate Per Hour (14)
			Year (4)	Make (5)	Model & Type (6)								
24016	1/4/01	65	2000	Ottawa	YT30 (DOT)	4LMBF5111YL011979				\$56,547.00	\$527.00	\$1,217.00	\$1.85
24017	1/4/01	65	2000	Ottawa	YT30 (DOT)	4LMBF5118YL011980				\$56,547.00	\$527.00	\$1,217.00	\$1.85
Ideallease agrees to an option of cancelling this agreement, with no schedule A buyout, October 18, 2005.													
													Service Location
													South Plains Leasing, Inc. Lubbock, TX



## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Schedule No. 02-0926-57900  
 Masterlease Dated 6/28/1991  
 Page 1 of 1

Idealease Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
 Fleming-Lubbock, TX

Vehicle No. (1)	Date of Delivery (2)	Lease Term (Months) (3)	VEHICLE DESCRIPTION			Serial Number (7)	Mfr's Rec'd Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refng. Maint. Rate Per Hour (14)
			Year (4)	Make (5)	Model & Type (6)								
1312	12/30/01	48*	2000	INTL	9100i 6x4	IHS/SCBAER11J001312	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.056	N/A
1317	12/30/01	48*	2000	INTL	9100i 6x4	IHS/SCBAER01J001317	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.056	N/A
1318	12/30/01	48*	2000	INTL	9100i 6x4	IHS/SCBAER21J001318	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.056	N/A
3125	12/30/01	48*	2000	INTL	9100i 6x4	IHS/SCBAER61J001306	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.056	N/A
3130	12/30/01	48*	2000	INTL	9100i 6x4	IHS/SCBAER61J001311	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.056	N/A
3133	12/30/01	48*	2000	INTL	9100i 6x4	IHS/SCBAERS1J001314	80,000	Customer	\$60,354	\$736.61	\$1,334.00	.056	N/A

EFFECTIVE 9/1/02, THE ABOVE UNITS TRANSFERRED FROM EL PASO, TX. THESE UNITS ARE BEING REMOVED FROM THE ORIGINAL SCHEDULE #02-0207-41001.

\* These units will terminate on 12/18/05 per the USF/Fleming agreement.

Service Location

South Plains Leasing, Inc.  
 Lubbock, TX

**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Schedule No. 98-1204-57990

Masterlease Dated 6/28/91

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010



Customer: USF Logistics Services Inc.  
Lubbock, TX

Vehicle No. (#)	Date of Delivery (#)	LEASE TERM (Months)			VEHICLE DESCRIPTION			Serial Number (#)	MR's Recmd Max GVW or GCW (#)	Licensed Weight lb.	Original Value (\$)	Depreciation Credit Per Month (\$)	Fixed Lease Charge Per Month (\$)	Mileage Charge Per Mile (\$)	Refrig. Maint. Rate Per Hour (\$)
		Year (#)	Make (#)	Model & Type (#)											
4600	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR3YN056610	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4601	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR5YN056611	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4602	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR7YN056612	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4603	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR9YN056613	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4604	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR0YN056614	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4605	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR2YN056615	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4606	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR4YN056616	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4607	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR6YN056617	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4608	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR8YN056618	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4609	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMRXXN056619	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4610	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR6YN056620	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4611	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR8YN056621	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4612	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMRXXN056622	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4613	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR1YN056623	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4614	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR3YN056624	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4615	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR5YN056625	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4616	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR7YN056626	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4617	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR9YN056627	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4618	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR0YN056628	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A
4619	12/12/98	82	00	Int'l	9200	Sleeper	3HSFHAMR2YN056629	80,000	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A

USF Logistics Services Inc. has the option to cancel up to 6 units with 90 days notice prior to production date.

Between Oct. 18, 2000 and Oct. 18, 2001 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$5,00.00 per unit cancellation fee.

Between Oct. 18, 2001 and Oct. 18, 2002 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$4,00.00 per unit cancellation fee.

Between Oct. 18, 2002 and Oct. 18, 2003 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$3,00.00 per unit cancellation fee.

Between Oct. 18, 2003 and Oct. 18, 2004 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$2,00.00 per unit cancellation fee.

Between Oct. 18, 2004 and Oct. 18, 2005 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$1,00.00 per unit cancellation fee.

Units covered in GROUP 2 under these cancellation options, if not exercised in one period, can be applied cumulatively under the terms that exist in the following year.

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any fire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

Service Location

South Plains Leasing  
Lubbock, TX

**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

**LEASE**

Schedule No. 98-1205-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Customer: USF Logistics Services Inc.  
Lubbock, TX

Vehicle No. (4)	Date of Delivery (5)	Lease Term (Months) (6)	Make (7)	Model & Type (8)	Vehicle Description (9)	Serial Number (7)	Mr's Rec'd Max GVW or GCW (6)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refig. Maint. Rate Per Hour (14)
620	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR9YN056630	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
621	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR0YN056631	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
622	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR2YN056632	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
623	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR4YN056633	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
624	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR6YN056634	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
625	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR8YN056635	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
626	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMRXYN056636	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
627	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR1YN056637	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
628	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR3YN056638	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
629	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR5YN056639	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
630	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR1YN056640	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
631	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR3YN056641	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
632	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR5YN056642	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
633	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR7YN056643	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
634	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMR9YN056644	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	
635	12/12/98	82	Int'l	9200 Sleeper	3HSFHAMRXYN056645	80,000	80,000	\$87,247.36	\$694.34	\$1,570.00	.0563	N/A	

**USF Logistics Services Inc. has the option to cancel up to 6 units with 90 days notice prior to production date.**

Between Oct. 18, 2000 and Oct 18, 2001 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$5,000.00 per unit cancellation fee.  
 Between Oct. 18, 2001 and Oct 18, 2002 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$4,000.00 per unit cancellation fee.  
 Between Oct. 18, 2002 and Oct. 18, 2003 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$3,000.00 per unit cancellation fee.  
 Between Oct. 18, 2003 and Oct. 18, 2004 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$2,000.00 per unit cancellation fee.  
 Between Oct. 18, 2004 and Oct. 18, 2005 USF Logistics Services Inc. has the option to cancel up to 2 units with 60 days notice and a \$1,000.00 per unit cancellation fee.

**Units covered IN GROUP 2 under these cancellation options, If not exercised in one period, can be applied cumulatively under the terms that exist in the following year.**

Service Location

South Plains Leasing  
Lubbock, TX

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.





**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Idealease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Schedule No. 98-1207-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Customer: USF Logistics Services Inc.  
Lubbock, TX

Vehicle No.	Date of Delivery	Lease Term (Months)	VEHICLE DESCRIPTION			Serial Number	Mfr's Record Mat GVW or GCW	Licensed Weight (lb)	Original Value (\$)	Depreciation Credit Per Month (\$)	Fixed Lease Charge Per Month (\$)	Mileage Charge Per Mile (\$)	Mileage Per Mile (mi.)	Maintenance Rate Per Hour (\$/hr.)
			Year	Make	Model & Type									
6101	12/12/98	62	99	Grt Dane	53' Reefer	IGRAA0627YB038101	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6102	12/12/98	82	99	Grt Dane	53' Reefer	9YB038102	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6103	12/12/98	82	99	Grt Dane	53' Reefer	0YB038103	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6104	12/12/98	82	99	Grt Dane	53' Reefer	2YB038104	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6105	12/12/98	82	99	Grt Dane	53' Reefer	4YB018105	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6106	12/12/98	82	99	Grt Dane	53' Reefer	6YB018106	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6107	12/12/98	82	99	Grt Dane	53' Reefer	8YB038107	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6108	12/12/98	82	99	Grt Dane	53' Reefer	XYB038108	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6109	12/12/98	82	99	Grt Dane	53' Reefer	1YB018109	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6110	12/12/98	82	99	Grt Dane	53' Reefer	3YB038110	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6111	12/12/98	82	99	Grt Dane	53' Reefer	5YB038111	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6112	12/12/98	82	99	Grt Dane	53' Reefer	7YB038112	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6113	12/12/98	82	99	Grt Dane	53' Reefer	9YB018113	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6114	12/12/98	82	99	Grt Dane	53' Reefer	SYB038114	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6115	12/12/98	82	99	Grt Dane	53' Reefer	7YB038115	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6116	12/12/98	82	99	Grt Dane	53' Reefer	9YB038116	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6117	12/12/98	82	99	Grt Dane	53' Reefer	0YB038117	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6118	12/12/98	82	99	Grt Dane	53' Reefer	2YB038118	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6119	12/12/98	82	99	Grt Dane	53' Reefer	4YB038119	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6120	12/12/98	82	99	Grt Dane	53' Reefer	6YB038120	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6121	12/12/98	82	99	Grt Dane	53' Reefer	2YB038121	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6122	12/12/98	82	99	Grt Dane	53' Reefer	4YB038122	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6123	12/12/98	82	99	Grt Dane	53' Reefer	6YB038123	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6124	12/12/98	82	99	Grt Dane	53' Reefer	8YB038124	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6125	12/12/98	82	99	Grt Dane	53' Reefer	XYB038125	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6126	12/12/98	82	99	Grt Dane	53' Reefer	1YB038126	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
6127	12/12/98	82	99	Grt Dane	53' Reefer	5YB038127	Legal	\$52,583.00	\$379.72	\$805.00	-\$0.93	.780	.780	
Effective 3/4/01, units #6101-6110 transferred to Nashville, TN			Effective 6/30/02, unit #6111-6115 transferred to Warsaw, NC			The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any fire damage as a result of being driven that, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.			Service Location			EFFECTIVE 9/29/02, UNIT #6116 - 6120 TRANSFERRED TO WARSAW, NC		



## SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT

Ideallease Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.,  
Lubbock, TXSchedule No. 98-1206-57900  
Masterlease Dated 6/28/91  
Page 1 of 1

Vehicle No. (0)	Date of Delivery (2)	Lease Term (Months) (3)	VEHICLE DESCRIPTION			Serial Number (7)	Mfr's Record Max GVW or GCW (8)	Licensed Weight (9)	Original Value (10)	Depreciation Credit Per Month (11)	Fixed Lease Charge Per Month (12)	Mileage Charge Per Mile (13)	Refrig. Maint. Rate Per Hour (14)
			Year (4)	Make (5)	Model & Type (6)								
6128	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0625YB038128	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6129	12/12/98	82	99	Grt Dane	53' Reefer	7YB038129	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6130	12/12/98	82	99	Grt Dane	53' Reefer	3YB038130	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6131	12/12/98	82	99	Grt Dane	53' Reefer	5YB038131	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6132	12/12/98	82	99	Grt Dane	53' Reefer	7YB038132	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6133	12/12/98	82	99	Grt Dane	53' Reefer	9YB038133	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6134	12/12/98	82	99	Grt Dane	53' Reefer	0YB038134	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6135	12/12/98	82	99	Grt Dane	53' Reefer	2YB038135	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6136	12/12/98	82	99	Grt Dane	53' Reefer	4YB038136	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6137	12/12/98	82	99	Grt Dane	53' Reefer	6YB038137	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6138	12/12/98	82	99	Grt Dane	53' Reefer	8YB038138	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6139	12/12/98	82	99	Grt Dane	53' Reefer	XB038139	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6140	12/12/98	82	99	Grt Dane	53' Reefer	6YB038140	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6141	12/12/98	82	99	Grt Dane	53' Reefer	8YB038141	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6142	12/12/98	82	99	Grt Dane	53' Reefer	XYB038142	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6143	12/12/98	82	99	Grt Dane	53' Reefer	LYB038143	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6144	12/12/98	82	99	Grt Dane	53' Reefer	3YB038144	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6145	12/12/98	82	99	Grt Dane	53' Reefer	5YB038145	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6146	12/12/98	82	99	Grt Dane	53' Reefer	7YB038146	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6147	12/12/98	82	99	Grt Dane	53' Reefer	9YB038147	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6148	12/12/98	82	99	Grt Dane	53' Reefer	0YB038148	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6149	12/12/98	82	99	Grt Dane	53' Reefer	2YB038149	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6150	12/12/98	82	99	Grt Dane	53' Reefer	9YB038150	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6151	12/12/98	82	99	Grt Dane	53' Reefer	0YB038151	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	
6152	12/12/98	82	99	Grt Dane	53' Reefer	2YB038152	Legal	\$52,583.00	\$379.72	\$805.00	.033	.780	

Service Location

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

South Plains Leasing  
Lubbock, TX



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Ideallease Services Inc

228W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.

Lubbock, TX

Schedule No. 98-1129-57988  
Masterlease Dated 6/28/91  
Page 1 of 1

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Vehicle No.	Date of Delivery ( <sup>0</sup> )	VEHICLE DESCRIPTION			Serial Number ( <sup>0</sup> )	Mfr's Rec'd Max GVW or GCW ( <sup>0</sup> )	Licensed Weight ( <sup>0</sup> )	Original Value ( <sup>0</sup> )	Depreciation Credit Per Month ( <sup>0</sup> )	Fixed Lease Charge Per Month ( <sup>0</sup> )	Mileage Charge Per Mile ( <sup>0</sup> )	Refrig. Maint. Rate Per Hour ( <sup>0</sup> )
		Year ( <sup>0</sup> )	Make ( <sup>0</sup> )	Model & Type ( <sup>0</sup> )								
6153	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0624YB038153	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6154	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0626YB038154	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6155	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0628YB038155	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6156	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA062XYB038156	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6157	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0621YB038157	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6158	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0623YB038158	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6159	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0625YB038159	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6160	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0621YB038160	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6161	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0623YB038161	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6162	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0625YB038162	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6163	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0627YB038163	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
6164	12/12/98	82	99	Grt Dane	53' Reefer	IGRAA0629YB038164	80,000	\$80,000	\$52,583.00	\$379.72	\$805.00	.033
					53' Reefer							

Effective 12/12/98, units #24477 - 24479, 24481 - 24483, 24486, 24488, 24905, 24909, 24912, 24916 will be running as Interns until the above units are put into service.

The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

Service Location
South Plains Leasing Lubbock, TX

THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #24-1028-57900-E

Idealease Services, Inc.

28W144 Industrial Avenue #116 Barrington, IL 60010

**Effective 12/12/98, units #249-17, 24-400 - 24-405, 24-407 will be running as interims until the above units are put into service.**

**1.1** The above cost includes all flat repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining tire life and carcass value.

THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-1028-57900-E

Service Location

South Plains Leasing  
Lubbock, TX



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

idealease Services, Inc.  
228 W 144 Industrial Ave

228 W 144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Masterlease Dated 6/28/91

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6/28/91

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**FOURTH AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT**  
(Lubbock – November 24, 2002)

This is the Fourth Amendment to the Transportation Services Agreement Dedicated Contract Carrier ("the Agreement") first made December 14, 1998, between FLEMING COMPANIES, INC. ("Fleming") and USF LOGISTICS SERVICES INC. ("Carrier").

For good and valuable consideration, Fleming and Carrier agree as follows:

1. Effective the week beginning November 24, 2002, the attached Schedule A to the Agreement replaces in entirety the Schedule A of the Third Amendment of the Agreement dated October 6, 2002.
2. The attached "Schedule "A" to Vehicle Lease and Service Agreement" schedule 98-1130-57900 describe the 5 refrigerated trailers removed from service, and is appended to and form part of the "Schedule C" of the Agreement.

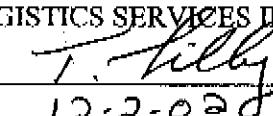
All other terms and conditions of the Agreement shall remain in full force and effect.

FLEMING COMPANIES, INC.:

By: 

Date: 12-28-02

USF LOGISTICS SERVICES INC.:

By: 

Date: 12-2-02

**SCHEDULE A**  
**SCHEDULE OF RATES (revised November 24, 2002)**

<b><u>Billing Activity</u></b>	<b><u>Rates</u></b>
Weekly Fixed Rate	\$50,484.59
Mileage Rate – All Miles	\$ .309
Reefer Hourly Rate (enginc hours)	\$1.26
Driver Local Hourly Rate	\$23.13
Driver Yard Hourly Rate	\$18.99
Team OTR Mileage Rate	\$ .956
Team Stop Rate	\$12.92
Solo Driver OTR Mileage Rate	\$ .514
Solo Driver Single Stop Rate	\$25.84
Solo Driver Multi Perishable Stop Rate	\$10.78
Solo Driver Multi Grocery Stop Rate	\$12.92
Solo Driver Stop Minimum	\$4.28
Solo Driver Stop Return	\$12.32
Single Backhaul Pick Up Rate	\$25.84
Multi Backhaul Pick Up Rate	\$12.92
Freight Haul	\$25.84
Yard Detention	\$16.42
Retail Detention	\$16.42
Backhaul Detention	\$16.42
PSC Transfer Detention	\$16.42
New Mexico Mileage Tax Rate (pass through)	Pass Through

## **1. Unloading, Backhaul, Or Distribution Center (DC) Delay Rates:**

### **Distribution Center Delays**

Any delay time at the distribution center will be charged at the retail detention rate only after the first one half (1/2) hour of free time is authorized. At the distribution center the free time will be determined by the agreed release times.

### **Retail Delivery Delays**

For store delivery the free time will be cumulative per load. For each full load with one (1) stop there will be two (2) hours free time. For any grocery stop on a multiple stop load there will be one and one quarter (1.25) hour free time per stop. For any perishable stop on a multiple stop load there will be one (1.0) hour free time per stop. The free time allowed for a multiple stop load will be determined by multiplying the free time per stop times the number of stops on that particular load.

When a truck arrives at a retail location prior to the scheduled delivery time, detention time will begin after the allowed free time for the type of load involved, in the following manner:

- If the store agrees to begin receiving the load prior to the scheduled delivery time, the detention calculation will begin at the time the store begins receiving, less any allowed free time.
- If the store does not agree to receive the truck until the scheduled delivery time, the detention calculation will begin at the scheduled delivery time; less any allowed free time.

### **Fleming-Directed Backhaul Loads**

There will be two (2) hours free time on Fleming directed backhaul loads.

### **Calculation of Detention or Miscellaneous Charges**

Detention time will be computed to the nearest minute.

## **2. Fuel Peg:**

Tractor fuel consumption will be based at 6.86 miles per gallon.

Tractor fuel cost will be pegged at \$1.00 per gallon.

Reefer trailer fuel consumption will be based at 1.4 hours per gallon.

Reefer trailer fuel price will be pegged at \$ 0.51 per gallon.

At the end of each month, the actual fuel cost per gallon will be calculated. If the actual cost per gallon exceeds the peg, Carrier will invoice Fleming for the excess fuel charges. If the fuel cost per gallon is less than the fuel peg, then Carrier will issue credit to Fleming. Fuel costs and gallons used will be reported to Fleming weekly.

## **3. Backhaul Revenue Guarantee:**

Carrier will guarantee to Fleming \$116,000 dollars in revenue annually for the transportation of commodities hauled under Carrier's authority. The \$116,000 guarantee is net of expenses unique to the transportation of the commodities. (Such expenses would be, but not limited to, out of route miles; additional loading or unloading pay or costs above what is normally incurred in the transportation of Fleming products). On any revenue over \$116,000 the carrier will share that revenue with Fleming based on a 50% carrier split, net of expense as noted above.

Backhaul movements will count toward this guarantee when they are produced from new origins and/or shippers by the Carrier's initiative. Carrier and Fleming agree to discuss the

impact of material changes in transportation patterns or methods, which reduce Carrier's ability to haul for other shippers, and to adjust the Backhaul Revenue Guarantee accordingly.

#### **4. Equipment:**

Carrier will provide drivers required to handle the business. Carrier will provide 2-Yard Tractors, 42-Tractors, 73-Refrigerated Trailers, and 10-Dry Van Trailers as listed in Schedule C. Fleming will make every attempt to fully utilize this equipment without a negative impact to its current delivery schedule. However, if the business increases or decreases the following changes to the fixed cost will be followed:

##### **If Business Decreases:**

- (a) Fleming will provide Carrier with adequate written notice to remove equipment, such that Carrier will be permitted by the timing of such notice to have 30 days to in turn provide notice to its equipment supplier to remove excess equipment as identified. Carrier shall choose which specific piece or equipment to remove and reduce the weekly fixed cost equal to the weekly equivalent of the fixed lease charge as shown in the applicable lease schedule of Schedule "C".
- (b) Within two (2) weeks of receiving such notice from Fleming, Carrier will enumerate the equipment to be removed, describing the unit number, year, type, make, Schedule C current value, estimate of fair market value, and the weekly fixed charge.
- (c) Fleming will compensate Carrier for any obligations under Carrier's lease with Idealease under the provisions of 13A (a), (b), or (c).

##### **For Business Increases:**

- (a) In the event temporary business demands require the occasional rental of equipment then the following schedule will be followed, subject to equipment availability and market conditions at the time:

Item	Daily Rate	Weekly Rate
TA Day Cab Tractor	\$95.00	\$475.00
TA Sleeper Tractor	\$114.00	\$570.00
Yard Tractor	\$104.00	\$520.00
48'/53' Refrigerated Trailer	\$62.00	\$310.00
48' Multi Temp Reefer	\$76.00	\$380.00
Dry Van Trailer	\$19.60	\$98.00

- (b) For permanent or long term increases in fleet size, carrier agrees to research and find cost effective equipment and provide options to Fleming. Fleming and Carrier agree to discuss and amend Schedules A and C as required to accommodate agreed changes in the equipment quantity and associated rates.

#### **5. Gain-Sharing:**

Carrier and Fleming agree to develop a gain-sharing program specifically tailored to meet the objectives of the management of Fleming's Lubbock center. The purpose of this gain-sharing program is to encourage Carrier to continually improve the performance of transportation operations. To evaluate improvement, Carrier and Fleming will agree to appropriate statistical measures. Each year Carrier and Fleming will agree to appropriate sharing of the economic effect of improvements.



**SCHEDULE "A" TO VEHICLE LEASE AND SERVICE AGREEMENT**

Ideallease Services, Inc.  
28W144 Industrial Avenue #116 Barrington, IL 60010

Customer: USF Logistics Services Inc.  
Lubbock, TX

Schedule No. 98-1130-57001  
Masterlease Dated 6/28/01  
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(630)371-6500 to MIKE H

Vehicle No.	Date of Delivery (Q1)	Vehicle Description			Serial Number (Q1)	Mfr's Record of OCW (Q1)	Max Gvw (Q1)	Licensed Weight (Q1)	Original Value (Q1)	Depreciation Credit Per Month (Q1)	Fixed Lease Charge Per Month (Q1)	Mileage Charge Per Mile (Q1)	Maintenance Rate Per Mile (Q1)	Refuge
		Lease Term (Months)	Year (Q1)	Make (Q1)										
24930	12/12/98	82	95	Gidane	53' Reefer	IGRAA06223SW095506	60,000	60,000	\$53,382.24	\$110.54	\$805.00	.125	.115	2,288
24931	12/12/98	82	95	Gidane	53' Reefer	IGRAA06266SW095504	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24932	12/12/98	82	95	Gidane	53' Reefer	IGRAA06223SW095502	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24933	12/12/98	82	95	Gidane	53' Reefer	IGRAA06244SW095503	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24934	12/12/98	82	95	Gidane	53' Reefer	IGRAA06245SW095501	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24935	12/12/98	82	95	Gidane	53' Reefer	IGRAA06258SW095512	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24936	12/12/98	82	95	Gidane	53' Reefer	IGRAA06215SW095507	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24937	12/12/98	82	95	Gidane	53' Reefer	IGRAA06225SW095511	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24938	12/12/98	82	95	Gidane	53' Reefer	IGRAA06255SW095509	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24939	12/12/98	82	95	Gidane	53' Reefer	IGRAA06228SW095508	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24940	12/12/98	82	95	Gidane	53' Reefer	IGRAA06285SW095505	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24941	12/12/98	82	95	Gidane	53' Reefer	IGRAA06219SW095510	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24942	12/12/98	82	95	Gidane	53' Reefer	IGRAA06279SW095513	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24943	12/12/98	82	95	Gidane	53' Reefer	IGRAA06223SW095514	60,000	60,000	\$54,382.24	\$110.54	\$805.00	.125	.115	2,288
24944	12/12/98	82	95	Gidane	53' Reefer	IGRAA0630SW095615	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24945	12/12/98	82	95	Gidane	53' Reefer	IGRAA06225SW095615	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24946	12/12/98	82	95	Gidane	53' Reefer	IGRAA06245SW095601	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24950	12/12/98	82	95	Gidane	53' Reefer	IGRAA0626SW095602	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24951	12/12/98	82	95	Gidane	53' Reefer	IGRAA06248SW095603	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24952	12/12/98	82	95	Gidane	53' Reefer	IGRAA06213SW095606	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24951	12/12/98	82	95	Gidane	53' Reefer	IGRAA06255SW095607	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24954	12/12/98	82	95	Gidane	53' Reefer	IGRAA0627SW095608	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24955	12/12/98	82	95	Gidane	53' Reefer	IGRAA06209SW095609	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24956	12/12/98	82	95	Gidane	53' Reefer	IGRAA06211SW095605	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
24957	12/12/98	82	95	Gidane	53' Reefer	IGRAA06227SW095601	80,000	80,000	\$80,000	\$110.54	\$805.00	.125	.115	2,288
EFFECTIVE 3/4/01 UNITS 24930, 24931, 24932, 24933, 24934, 24935, 24936, 24937, 24938 HAVE BEEN RENDERED SERVICE.														
In these units, between Oct. 16, 2001 and Oct. 16, 2005 USF can cancel 5 more units. These cancellations are cumulative and can be carried forward into the following year.														
IDEALLEASE retains the right and option to cancel any power units or trailer units on order, if applicable, to meet the fleet reduction requirements of USF. Ideallease also retains the right to select the specific units to be removed under any such premature cancellation of any units.														
EFFECTIVE 11/24/02 Units #24939, 40, 41, 42, 43 were removed from service														

Between Oct. 16, 2001 and Oct. 16, 2005 USF can cancel 5 more units. Between Oct. 16, 2005 and Oct. 16, 2004 USF can cancel 5 more units. These cancellations are cumulative and can be carried forward into the following year.

FUTURE CANCELLATION OF UNITS, IDEALLEASE RESERVES THE RIGHT TO CANCEL ANY POWER UNITS OR TRAILER UNITS ON ORDER, IF APPLICABLE, TO MEET THE FLEET REDUCTION REQUIREMENTS OF USF. IDEALLEASE ALSO RETAINS THE RIGHT TO SELECT THE SPECIFIC UNITS TO BE REMOVED UNDER ANY SUCH PREMATURE CANCELLATION OF ANY UNITS.

Service Location

South Plains Leasing  
Lubbock, TX

EFFECTIVE 11/1/2001, UNIT #24957 WAS REMOVED FROM SERVICE.

The above cost includes all fair repairs that are repairable at the facility domiciled. Customer shall pay for any tire damage as a result of being driven flat, driver negligence and sidewall damage. Such repair cost for replacement tires shall be pro-rated to remaining life and carcass value.

THE PURPOSE OF THIS SCHEDULE IS TO REPLACE THE ORIGINAL #94-028-57001.

Heming - Lubbock  
Fixed after payment is stopped

Fixed Lubbock from 6/5 to 7/28

June 5th & 6th	11,530.89
Week ending 6/14	28,827.23
Week ending 6/21	28,827.23
Week ending 6/28	28,827.23
Week ending 7/5	28,827.23
Week ending 7/12	28,827.23
Week ending 7/19	28,827.23
Week ending 7/26	28,827.23
July 28th	5,765.45
Total	219,086.95

EXHIBIT

B