FORM B10 (Official Form 10) (4/98) USBC, Illinois Northern (4/1/98)

*FILE ORIGINAL FOR CHAPTERS 7 and 11, IN DUPLICATE FOR CHAPTER 13, FOR DATE-STAMPED COPY, SEE #9 BELOW

United States Bankruptcy Court

Northern District of Illinois, Eastern **Division**

[ ] CH 7 [ ] CH 13 [XX] CH 11 **PLEASE CHECK CHAPTER**

PROOF OF CLAIM

Name of Debtor
KMART CORPORATION, et al.

Case Number
02-B02474

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S. C. § 503

File Claim Form With:

United States Bankruptcy Court
P. O. Box A3613
Chicago, Illinois 60690-3612

Name of Creditor (The person or other entity to whom the debtor owes money or property)
SacSaver, Inc.
P.O. Box 11188
Reno, NV 89510

[ ] Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name and Address Where Notices Should be Sent
Bert Guerra, Esq.
Cope & Guerra
595 Humboldt Street, Reno, NV 89509
Telephone No. (775) 333-0838

[X] Check box if you have never received any notices from the bankruptcy court in this case.

[ ] Check box if the address differs from the address on the envelope sent to you by the court.

Creditor # ________

THIS SPACE IS FOR **COURT USE ONLY**

Account or other number by which creditor identifies debtor:
Vender DUNS #72789212

Check here if this claim [ ] amends [ ] replaces a previously filed claim dated: ________

1. BASIS FOR CLAIM

[XX] Goods sold
[ ] Money loaned
[ ] Taxes
[ ] Retiree benefits as defined in 11 U.S. C. § 1114 (a)
[ ] Services performed
[ ] Personal injury/wrongful death
[X] Other sold in consignment
[ ] Wages, salaries, and compensation (Fill out below)
Your social security number ________
Unpaid compensation for services performed
from ________ (date) to ________ (date)

2. DATE DEBT WAS INCURRED: 11/1/02

3. IF COURT JUDGMENT, DATE OBTAINED:

4. Total Amount of Claim at Time Case Filed: $ 238,156.20 ($134,738.80 due pre-petition, / $103,417.34 remaining in Kmart inventory post-petition.)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

[ ] Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured claim

[XX] Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

[ ] Real Estate
[ ] Motor Vehicle
[XX] Other ~~goods in Kmart's~~ inventory when filed bankruptcy

Value of collateral: $ ~~103,417.34~~

Amount of arrearage and other charges at time case filed included in secured claim above, if any: $ 0.00

6. Unsecured Priority Claim

[ ] Check this box if you have an unsecured priority claim
Amount entitled to priority $ ________
Specify the priority of the claim:

[ ] Wages, salaries, or commissions (up to $4,300), *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier-11 U.S.C. § 507(a)(3)
[ ] Contributions to an employee benefit plan-11 U.S.C. § 507(a)(4)
[ ] Up to $1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
[ ] Alimony, maintenance, or support owed to a spouse, former spouse, or child -11 U.S.C. § 507(a)(7)
[ ] Taxes or penalties owed to governmental units11 U.S.C. § 507(a)(8)
[ ] Other—Specify applicable paragraph of 11 U.S.C. § 507(a)________

**Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. ANY ATTACHMENT MUST BE 8-1/2" BY 11"

9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and an additional copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

KP 699
3/11/02

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
MAR 1 1 2002
KENNETH S. GARDNER
MAILROOM : MM

Date:
3/6/02

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Bert Guerra, Esq., Attorney for Creditor

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and3571.

Consignment Inventory Form

Send To:
Kmart International Headquarters
3100 W Big Beaver Rd
Attention: Accounts Payable Room A215

Vendor Name SAC SAVER INC **Pay Duns #** 072789 212

Existing/New Inventory Dollars – The $ $235,872 of merchandise at Kmart's cost most recently received by Kmart from the Vendor.

Consignment Start Date 11/1/01 **End Date** 2/1/02

350833-01

Division	Category	Cost	Retail
11	61	235,872	522,850
Grand Total		$ 235,872	$ 522,850

Note: If there are changes in the *Value* of the consignment which requires a *deduction* from or *payment* to the Brand Partner, the change must be submitted on a revised *Consignment Inventory Form* and returned as indicated in the Return Section at the top. The corrected form should reference the original consignment agreement.

A consignment Agreement must be signed by the Brand Partner and on file with Accounts Payable.

Vendor's Signature: [signature] **Date:** 8/28/01

Title: PRESIDENT

Buyer's Signature: [signature] **Date:** 8/28/01

Divisional Vice President's Signature ________ **Date:** ________

CONSIGNMENT AGREEMENT

1. Merchandise delivered by Vendor to Kmart Corporation ("Buyer") on a consignment basis shall be as identified in one of more Consignment Inventory Form(s) executed by Vendor and Kmart (the "Consigned Merchandise"). Any such Consignment Inventory Form, a blank copy of which is attached hereto as Exhibit A, shall be subject to and governed by this agreement. Title to the Consigned Merchandise shall remain with Vendor; title to merchandise shall pass to Buyer when it is no longer Consigned Merchandise (i.e., at the point in time when, and to the extent, it is replenished by more recently delivered merchandise (i) up to the specified dollar amount for ***Existing Inventory Dollars*** merchandise or ***Existing Inventory Items*** merchandise, or (ii) under new purchase orders for ***New Inventory Dollars.***

2. Vendor shall issue a credit to Buyer equaling the dollar amount of the Consigned Merchandise specified in paragraph (1) above (the "Credit").

3. Notwithstanding anything to the contrary in the printed or electronic purchase order(s) issued by Buyer covering the Consigned Merchandise (the "Purchase Order(s)"), risk of loss or damage tot he Consigned Merchandise caused by fire, flood, wind or other natural disaster shall remain with Vendor until title passes to Buyer; risk of loss or damage to the Consigned Merchandise caused by theft or physical destruction other than by natural causes shall remain with Vendor until delivery to Buyer.

4. Vendor shall be solely responsible for the payment of any and all personal property and similar taxes on the value of the Consigned Merchandise until the passage of title to Buyer. Upon Buyer's request, Vendor shall furnish to Buyer evidence of payment of such taxes.

5. Until title passes to Buyer, the Consigned Merchandise, even if conforming and non-defective, may be returned at Buyer's sole option. For such returns, the F.O.B. point and responsibility for freight costs shall be [cross our (A) or (B)]:

(A) Vendor's responsibility (F.O.B. origin/freight collect).

(B) Buyer's responsibility (F.O.B. destination/freight prepaid).

Upon request of Buyer, Vendor shall provide return shipping cartons for returns to be made hereunder.

6. Vendor acknowledges and agrees that it shall not cause to be filed, nor shall Buyer be under any obligation to sign, any uniform commercial code form or other document reflecting any security or other interest in the Consigned Merchandise.

7. This agreement is incorporated by referenced into the Purchase Order(s). The terms and conditions governing Vendor's delivery of the Consigned Merchandise to Buyer shall be those signed by Vendor and on file from Vendor, those on Exhibit B attached hereto. In the event of any conflict between the principal part of this agreement and the applicable terms and conditions, the principal part of this agreement shall supersede and control; in all other respects, the applicable terms and conditions shall remain in full force and effect.

8. This agreement may be terminated by either party at any time, with or without cause, upon 30 days prior written notice to the other; provided, however, merchandise which is Consigned Merchandise immediately prior to the effective termination date shall remain subject hereto until (i) fully replenished by Non-Consigned Merchandise for indefinite consignments or, otherwise, (ii) the Ending Date specified in the applicable Consignment Inventory Form. The Credit shall remain fully effective until such time as Consigned Merchandise shall no longer exist, at which time Vendor may cancel the Credit.

Dated: 8/28/01

KMART CORPORATION	Vendor
Signature	Signature
STEVE BIEHL	BRIAN DAVIS
Print Name	Print Name
Buyer	PRESIDENT
Title	Title

Tuesday, February 19, 2002

Kmart Corp.
Attn. Kathy Jump
3100 W. Big Beaver road
Troy, MI 48084-3163

Subject: Bankruptcy balance including Consignment Summary

Dear Kathy,

Please see the attached spreadsheet showing all open receivables for Kmart prior to Bankruptcy. **Total amount open $162,878.32**

We have also enclosed a separate list of all prior open Kmart deductions, which have not been approved. These deductions have already been taken from prior payments. These deductions were taken in full prior to bankruptcy filing and should paid back in full. **Total amount deducted $ 68,695.44**

Please remit all open invoices and repayment of all unauthorized deductions.

Our records also show consignment amounts due totaling $235,872.00, due 2/1/02. This amount was also deducted from prior payments. Please remit this amount as it is already past due. The entire order was for only $228,420 but you actually deducted $235,872.00 plus the 1% cash discount on the actual purchases totaling an additional $2,284.20 in cash discounts taken but not paid. **Total of consignment deducted and due is $238,156.20**

The grand total due SacSaver combining all the above amounts equals $469,729.96

If you have any questions, please contact accounts receivable dept @ 775-827-4447

Regards,

Brian Davis, President
SacSaver Inc.

Duns # 72789212

Cc: File
Tim McGinnity, Great Lake Sales
Robert Rathke, Kmart

P O Box 11188, Reno, NV 89510 Phone (775) 827-4447 Fax (775) 827-4181

Kmart Consignment Orders

Date	Num	P. O. #	Ship Via	Pro #	Open Balance	Original Amount
Kmart Corporation DC #8270 N. Billerica						
11/07/2001	8654	08270298393	Roadway	3107786184	9,836.64	9,936.00
Kmart Corporation DC #8272 Sparks						
11/07/2001	8655	08272376521	Roadway	3107786175	14,220.36	14,364.00
Kmart Corporation DC #8273 Lawrence						
11/08/2001	8656	08273660216	Roadway	3107833383	12,188.88	12,312.00
Kmart Corporation DC #8274 Canton						
11/09/2001	8657	08274345193	Rudolph	03003322	14,006.52	14,148.00
Kmart Corporation DC #8275 Fairless Hill						
11/07/2001	8658	08275449415	Roadway	3107786157	18,711.00	18,900.00
Kmart Corporation DC #8287 Ontario						
11/07/2001	8659	08287397786	Roadway	3107786166	14,220.36	14,364.00
Kmart Corporation DC #8288 Greensboro						
11/08/2001	8660	08288349680	H&W Motd	31966021	11,547.36	11,664.00
Kmart Corporation DC #8289 Manteno						
11/12/2001	8661	08289399445	Rudolph	03168088	19,352.52	19,548.00
Kmart Corporation DC #8290 Denver						
11/09/2001	8662	08290347224	Roadway	3107825445	14,220.36	14,364.00
Kmart Corporation DC #8292 Ocala						
11/14/2001	8663	08292387765	Roadway	3107869023	24,591.60	24,840.00

Date	Num	P. O. #	Ship Via	Pro #	Open Balance	Original Amount
Kmart Corporation DC #8298 Newnan						
11/09/2001	8664	08298419134	Roadway	3107825463	22,025.52	22,248.00
Kmart Corporation DC #8299 Shakopee						
11/12/2001	8665	08299347023	H&W Motd	33057621	14,754.96	14,904.00
Kmart Corporation DC #8303 Corsicana						
11/09/2001	8666	08303394570	Roadway	3107825454	16,786.44	16,956.00
Kmart Corporation DC #8305 Warren						
11/12/2001	8667	08305416940	Rudolph	03168087	19,673.28	19,872.00
		Grand Total Balance			226,135.80	228,420.00

Note- The Open balance on each of these invoices reflects the 1% discount already taken on check #11388787

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P.O. Box 11188
Reno, NV 89510
(775) 827-4447 Fax (775) 827-4181
E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/12/2001	8667	G01

BILL TO
DC Invoicing Dept Kmart Corporation DC #8305 Warren P.O. Box 7101 Troy, MI 48007-7101

SHIP TO
Kmart Corporation DC #8305 Warren Warren Dist. Ctr. 541 S. Perkins-Jones Rd. Warren, OH 44483 Phone: 216-372-6688 Ext. 240

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08305416940	1% 10 Net 30	12/12/2001	11/12/2001	Rudolph Exp...	collect	03168087

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive: 11/15/01	184	sidekicks	108.00	19,872.00

Thank you for your business.

Total $19,872.00

Remit Payment To:
SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08305416940

Vendor Name : Sac Saver Inc

Header

PO No 08305416940 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268305	541 S PERKINS JONES	WARREN	OH	44483

Detail

Quantity 184 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 19872.0

34238

ORIGINAL - NOT NEGOTIABLE

Shipper No.

Carrier No.

Date

RUDOLPH EXPRESS
(Name of Carrier)

TO: Consignee	KMART DC# 8305	FROM: Shipper	SAC SAVE
Street	541 S. PERKINS-JONES	Street	1945 CORNELL AVENUE
Destination	WARREN, OH	Origin	MELROSE PARK, IL 60160
Route	44483	Emergency Response Phone No.	

No. Shipping Units	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate
184 CTNS on 12 SKIDS		NMFC 60000	1,702# 85	
		PO# 0830541[illegible]6940		

REMIT C.O.D. TO: ADDRESS:

PRO 03188087

COD Amt: $

SHIPPER SAC

PER

CARRIER Rudolf 95300

PER 184/12

DATE 11/12/01

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Reno, NV 89510
(775) 827-4447 Fax (775) 827-4181
E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/9/2001	8666	G01

BILL TO
DC Invoicing Dept Kmart Corporation DC #8303 Corsicana P.O. Box 7101 Troy, MI 48007-7101

SHIP TO
Kmart Corporation DC #8303 Corsicana Corsicana Dist. Ctr. 2200 South Business 45 Corsicana, TX 75110 Phone: 214-874-2348

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08303394570	1% 10 Net 30	12/9/2001	11/9/2001	ROADWAY	collect	3107825454

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive: 11/15/01	157	sidekicks	108.00	16,956.00

Thank you for your business.	**Total** $16,956.00

Remit Payment To:
SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08303394570

Vendor Name : Sac Saver Inc

Header

PO No 08303394570 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268303	2200 SOUTH BUSINESS 45	CORSICANA	TX	75110

Detail

Quantity 157 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 16956.0

34227

ORIGINAL - NON-NEGOTIABLE

Shipper No.

Carrier No.

Date

ROADWAY EXPRESS
(Name of Carrier)

TO: Consignee KMART DC# 8303

Street 2200 South Business 45

Destination CORSICANA, TX 75110

Route

FROM: Shipper SAC SAVER

Street 1945 CORNELL AVENUE

Origin MELROSE PARK, IL

Emergency Response Phone No.

No. Shipping Units	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate
157 CTNS ON 10 SKIDS		NMFC 60000	1,452#	
		PO# 08303394570		

[redacted]

310

310-782545-4

Roadway's tariffs are incorporated herein (copies available upon request). Roadway's tariffs limit its liability. This shipment is subject to the terms and conditions of the Uniform Straight Bill of Lading as stated in the NMFC 100 series tariff.

COD Amt: $

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

SHIPPER SAC

PER

157 10 HU

CARRIER Roadway

PER

DATE 11-9-01

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Reno, NV 89510
(775) 827-4447 Fax (775) 827-4181
E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/12/2001	8665	G01

BILL TO	SHIP TO
DC Invoicing Dept Kmart Corporation DC #8299 Shakopee P.O. Box 7101 Troy, MI 48007-7101	Kmart Corporation DC #8299 Shakopee Shakopee Dist. Ctr. 901 Canterbury Road Shakopee, MN 55379 Attn: Receiving 612-445-2936 Ext.270

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08299347023	1% 10 Net 30	12/12/2001	11/12/2001	H&W Motor ...	collect	33057621

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive: 11/15/01	138	sidekicks	108.00	14,904.00

Thank you for your business.	Total	$14,904.00

Remit Payment To:

SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

LGHU HU"
3423

ORIGINAL - NOT NEGOTIABLE

Shipper No
Carrier No.
Date

H+W MOTOR
(Name of Carrier)

TO: Consignee KMART DC# 8299	FROM: Shipper SACSAVER
Street 901 CANTERBURY RD.	Street 1945 CORNELL AVENUE
Destination SHAKOPEE MN 55379	Origin MELROSE PARK, IL 6016
Route	Emergency Response Phone No

No. Shipping Units	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight
138 CTNS ON 9 SKIDS	NMFC 60000	1,277#

PO# 0829934 7023

H&W MOTOR EXPRESS - DUBUQUE, IA
H&W
3305762 1

COD Amt. $

SHIPPER SAC
PER

CARRIER H+W Motor
PER
DATE 11/12/01 9 SKIDS SLC

Kmart Ordered : Purchase Order 08299347023

Vendor Name : Sac Saver Inc

Header

PO No 08299347023 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268299	901 CANTERBURY ROAD	SHAKOPEE	MN	55379

Detail

Quantity 138 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 14904.0

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Reno, NV 89510
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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/9/2001	8664	G01

BILL TO	SHIP TO
DC Invoicing Dept Kmart Corporation DC #8298 Newnan P.O. Box 7101 Troy, MI 48007-7101	Kmart Corporation DC #8298 Newnan Georgia Dist. Ctr. Shenandoah Industrial Park 60 Herring Road Newnan, GA 30265 770-251-3390

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08298419134	1% 10 Net 30	12/9/2001	11/9/2001	ROADWAY	collect	3107825463

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK	206	sidekicks	108.00	22,248.00
	Ship to arrive: 11/15/01				

Thank you for your business.

Total $22,248.00

Remit Payment To:

SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08298419134

Vendor Name : Sac Saver Inc

Header

PO No 08298419134 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name

Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268298	60 HERRING ROAD	NEWNAN	GA	30265

Detail

Quantity 206 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 22248.0

LOAD FOR
34242

ORIGINAL - NON NEGOTIABLE

Shipper No

Carrier No

ROADWAY EXPRESS (Name of Carrier)

Date

TO: Consignee KMART DC# 8298

Street 60 HERRING ROAD

Destination NEWNAN, GA 30265

Route

FROM: Shipper SACSAVER

Street 1945 CORNELL AVENUE (708

Origin MELROSE PARK, IL 60160

Emergency Response Phone No.

No. Shipping Units	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)
206 CTNS ON 13 SKIDS	NMFC 60000	1,906#
	PO# 0829841913 4	

REMIT C.O.D. TO: ADDRESS:

COD Amt: $

310

310-782546-3

Roadway's tariffs are incorporated herein (copies available upon request). Roadway's tariffs limit its liability. This shipment is subject to the terms and conditions of the Uniform Straight Bill of Lading as stated in the NMFC 100 series tariff.

NOTICE. Freight moving under this Bill of Lading...

206 ON 13 SK

SHIPPER

PER

CARRIER Roadway

PER Ed Jack

DATE 11-29-01

NEXTEP

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P.O. Box 11188
Reno, NV 89510
(775) 827-4447 Fax (775) 827-4181
E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/14/2001	8663	G01

BILL TO	SHIP TO
DC Invoicing Dept Kmart Corporation DC #8292 Ocala P.O. Box 7101 Troy, MI 48007-7101	Kmart Corporation DC #8292 Ocala Ocala Dist. Ctr. 655 South West 52nd Ave Ocala, FL 34474-0200 Phone: 904-873-7377

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08292387765	1% 10 Net 30	12/14/2001	11/14/2001	ROADWAY	collect	3107869023

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops #(64) 0-350833-018 Ship to arrive: 11/15/01	230	sidekicks	108.00	24,840.00

Thank you for your business.

Total $24,840.00

Remit Payment To:
SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08292387765

Vendor Name : Sac Saver Inc

Header

PO No 08292387765 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268292	655 SOUTHWEST 52ND AVENUE	OCALA	FL	34474

Detail

Quantity 230 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 24840.0

LOAD ID #
34248

ORIGINAL - NOT NEGOTIABLE

Shipper No.

Carrier No.

ROADWAY EXP.
(Name of Carrier)

Date

TO: Consignee KMART PC# 8292	FROM: Shipper
Street 655 S WEST 52nd AVE	Street 1945 CORNELL AVENUE
Destination OCALA, FL 34474	Origin MELROSE PARK, IL 60160
Route	Emergency Response Phone No.

No. Shipping Units	HM*	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate
230 CTNS CA		NMFC 60000	2,128# 85	
15 SKIDS				
		PO# 0829238 7765		

REM.:
C.O.D. TO:
ADDRESS:

COD Amt: $

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, [redacted]

310-786902-3

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

SHIPPER SAC

PER

CARRIER

PER

DATE

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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/9/2001	8662	G01

BILL TO

DC Invoicing Dept
Kmart Corporation DC #8290 Denver
P.O. Box 7101
Troy, MI 48007-7101

SHIP TO

Kmart Corporation DC #8290 Denver
Denver Dist. Ctr.
18875 Bromley Lane
Brighton, CO 80601-3036
Phone: 303-659-8402

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08290347224	1% 10 Net 30	12/9/2001	11/9/2001	ROADWAY	collect	3107825445

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive: 11/15/01	133	sidekicks	108.00	14,364.00

Thank you for your business.

Total $14,364.00

Remit Payment To:
SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08290347224

Vendor Name : Sac Saver Inc

Header

PO No 08290347224 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268290	18875 BROMLEY LANE	BRIGHTON	CO	80601

Detail

Quantity 133 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 14364.0

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No. B 3142

Carrier No.

ROADWAY EXPRESS (Name of Carrier) Date 11/9/01

?T PC# 8662	FROM: Shipper	SAC SAVER
5 BROMLEY LANE	Street	7945 CORNELL AVENUE (708-343-2077)
?TON, CO	Origin	MELROSE PARK, IL 60160
80601		Vehicle Number

Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
NMFC 60000	1,230#	85	COLLECT

PO # 0829034 7224

[redacted]

782544-5

Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES: $

FREIGHT CHARGES:

CARRIER

PER

13 9H4

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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/12/2001	8661	G01

BILL TO	SHIP TO
DC Invoicing Dept Kmart Corporation DC #8289 Manteno P.O. Box 7101 Troy, MI 48007-7101	Kmart Corporation DC #8289 Manteno Manteno Dist. Ctr. 333 South Spruce Street Manteno, IL 60950 Phone: 815-468-3322

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08289399445	1% 10 Net 30	12/12/2001	11/12/2001	Rudolph Exp...	collect	03168088

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops #(64) 0-350833-018 Ship to arrive: 11/15/01	181	sidekicks	108.00	19,548.00

Thank you for your business.

Total $19,548.00

Remit Payment To:
SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No. B 3146

Carrier No.

RUDOLPH EXP
(Name of Carrier)

Date 11/12/01

RT PC #8289
S. SPRUCE ST.
TENO, IL
60950

FROM: Shipper SAC SAVER

Street 1945 CORNELL AVENUE...(708-343-0077)

Origin MELROSE PARK, IL 60160

Vehicle Number

Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
NMFC 60000	1,674# 85		COLLECT
PO# 08289399445			

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES: $

FREIGHT CHARGES

PRO 03188086

Rudolph express

and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of the Bill of Lading. This notice supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties to the contract.

... carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms

CARRIER Rudolph 953098

PER 18/125 sup

Kmart Ordered : Purchase Order 08289399445

Vendor Name : Sac Saver Inc

Header

PO No 08289399445 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268289	333 SOUTH SPRUCE STREET	MANTENO	IL	60950

Detail

Quantity 181 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 19548.0

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INVOICE

DATE	INVOICE #	REP
11/8/2001	8660	G01

BILL TO
DC Invoicing Dept Kmart Corporation DC #8288 Greensboro P.O. Box 7101 Troy, MI 48007-7101

SHIP TO
Kmart Corporation DC #8288 Greensboro Greensboro Dist. Ctr. 300 Penry Road Greensboro, NC 27405 Phone: 919-621-2111

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08288349680	1% 10 Net 30	12/8/2001	11/8/2001	H&W Motor ...	collect	31966021

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops #(64) 0-350833-018 Ship to arrive: 11/15/01	108	sidekicks	108.00	11,664.00

Thank you for your business.	**Total**	$11,664.00

Remit Payment To:
SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

33550

ORIGINAL - NOT NEGOTIABLE

Shipper No. B 3133

Carrier No.

H+W MOTOR EXP
(Name of Carrier)

Date 11-8-01

TO: Consignee	KMART DC# 8273	FROM: Shipper	SAC SAVER
Street	2400 KRESGE RD.	Street	3945 CORNELL AVENUE...(708-343-0077)
Destination	LAWRENCE, KS	Origin	MELROSE PARK, IL 60160
Route	66044	Emergency Response Phone No.	Vehicle Number

No. Shipping Units	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
114 CTNS ON 8 SKIDS		NMFC 60000	1,055#	85	COLLECT
		PO# 0827366216			

REMIT C.O.D. TO: ADDRESS

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES: $

FREIGHT CHARGES

H&W MOTOR EXPRESS - DUBUQUE, IA
PRO. NO
H&W
3196602 1

SHIPPER SAC
PER

CARRIER H&W 8 skids Brown
PER
DATE 11-8-01

Kmart Ordered : Purchase Order 08288349680

Vendor Name : Sac Saver Inc

Header

PO No 08288349680 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268288	300 PENRY ROAD	GREENSBORO	NC	27405

Detail

Quantity 108 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 11664.0

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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/7/2001	8659	G01

BILL TO
DC Invoicing Dept Kmart Corporation DC #8287 Ontario P.O. Box 7101 Troy, MI 48007-7101

SHIP TO
Kmart Corporation DC #8287 Ontario Ontario Dist. Ctr. 5600 East Airport Rd. Ontario, CA 91761 Traffic Dept 714-983-5303

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08287397786	1% 10 Net 30	12/7/2001	11/7/2001	ROADWAY	collect	3107786166

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive: 11/15/01	133	sidekicks	108.00	14,364.00

Thank you for your business.	**Total**	$14,364.00

Remit Payment To:
SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08287397786

Vendor Name : Sac Saver Inc

Header

PO No 08287397786 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268287	5600 E AIRPORT RD	ONTARIO	CA	91761

Detail

Quantity 133 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 14364.0

To Reorder: 1-800-225-6380 or www.nebs.com

LOAD TO#
33206

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No. B 3131

Carrier No.

ROADWAY EXPRESS (Name of Carrier) Date 11-7-01

TO: Consignee	KMART DC# 8287	FROM: Shipper	SAC SAVER
Street	5600 E. AIRPORT RD	Street	1945 CORNELL AVENUE...(708-343-0077)
Destination	ONTARIO, CA	Origin	MELROSE PARK, IL 60160
Route	91761	Emergency Response Phone No.	Vehicle Number

No. Shipping Units	HM*	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
133 CTNS ON 9 SKIDS		NMFC 60000	1,230#	85	COLLECT
			[redacted]		
			310-778616-6		
		PO# 0828739786			

REMIT C.O.D. TO: ADDRESS:

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES: $

FREIGHT CHARGES

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties to the contract.

SHIPPER SAC

PER

CARRIER Ken SWP

PER

DATE 11/7/01

*MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF CFR

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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/7/2001	8658	G01

BILL TO	SHIP TO
DC Invoicing Dept Kmart Corporation #8275/Fairless Hills P.O. Box 7101 Troy, MI 48007-7101	Kmart Corporation DC #8275/Fairless Hills 1 Kresge Road Fairless Hills, PA 19030 Attn: Receiving 215-736-8280

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08275449415	1% 10 Net 30	12/7/2001	11/7/2001	ROADWAY	collect	3107786157

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive 11/15/01	175	sidekicks	108.00	18,900.00

Thank you for your business.

Total $18,900.00

Remit Payment To:

SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08275449415

Vendor Name : Sac Saver Inc

Header

PO No 08275449415 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268275	1 KRESGE ROAD	FAIRLESS HILLS	PA	19030

Detail

Quantity 175 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 18900.0

To Reorder: 1-800-225-6380 or www.nebs.com

LOAD ID #
8658

STRAIGHT BILL OF LADING
ORIGINAL - NOT NEGOTIABLE

Shipper No. B 3130

Carrier No.

ROADWAY EXPRESS (Name of Carrier)

Date 11-7-01

TO:		FROM:	
Consignee	KMART DC# 8275	Shipper	SAC SAVER
Street	1 KRESGE ROAD	Street	1945 CORNELL AVENUE...(708-343-0077)
Destination	FAIRLESS HILLS, PA	Origin	MELROSE PARK, IL 60160
Route	19030	Emergency Response Phone No.	Vehicle Number

No. Shipping Units	HM*	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
175 CTNS OF		NMFC 60000	1,619#	85	COLLECT
11 SKIDS					
		PO# 0827544 9415	[redacted] 310-778615-7		

[illegible]

REMIT C.O.D. TO ADDRESS

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES: $

FREIGHT CHARGES:

[illegible]

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties to the contract.

SHIPPER SAC

PER

CARRIER Rod

11 SWP

PER

DATE 11/7/01

[illegible] MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIAL [illegible]

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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/9/2001	8657	G01

BILL TO	SHIP TO
DC Invoicing Dept Kmart Corporation DC #8274 Canton P.O. Box 7101 Troy, MI 48007-7101	Kmart Corporation DC #8274 Canton 8249 Haggerty Road North Canton, MI 48187-2052 Phone 313-459-0800 Ext. 289

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08274345193	1% 10 Net 30	12/9/2001	11/9/2001	Rudolph Exp...	collect	03003322

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive: 11/15/01	131	sidekicks	108.00	14,148.00

Thank you for your business.

Total $14,148.00

Remit Payment To:

SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08274345193

Vendor Name : Sac Saver Inc

Header

PO No 08274345193 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name

Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268274	8249 HAGGERTY ROAD NORTH	CANTON	MI	48187

Detail

Quantity 131 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 14148.0

ORIGINAL - NOT NEGOTIABLE

3 35[illegible]

Shipper No.

Carrier No.

Date

RUDOLF EXPRESS
(Name of Carrier)

TO: Consignee	KMART DC# 8274	FROM: Shipper	SACSAUER
Street	8249 HAGGERTY RD	Street	1945 CORNELL AVENUE 1708
Destination	CANTON, MI 48187	Origin	MELROSE PARK IL 60160
Route		Emergency Response Phone No.	

No. Shipping Units	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)
131 CTNS ON 9 SKIDS		NMFC 60000	1,212# 85
		PO# 0827434 5193	

REMIT C.O.D. TO: ADDRESS:

PRO 03003322

Rudolf Express

COD Amt: $

SHIPPER SAC

PER

CARRIER Rudolf

PER 1-53943

DATE 11/9/0[illegible]

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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/8/2001	8656	G01

BILL TO
DC Invoicing Dept Kmart Corporation DC #8273 Lawrence P.O. Box 7101 Troy, MI 48007-7101

SHIP TO
Kmart Corporation DC #8273 Lawrence Lawrence Dist. Ctr. 2400 Kresge Rd. Lawrence, KS 66044 785-842-9600 Ext. 240

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08273660216	1% 10 Net 30	12/8/2001	11/8/2001	Will Call	collect	3107833383

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops # (64) 0-350833-018 Ship to arrive: 11/15/01	114	sidekicks	108.00	12,312.00

Thank you for your business.

Total $12,312.00

Remit Payment To:

SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08273660216

Vendor Name : Sac Saver Inc

Header

PO No 08273660216 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name							
Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268273	2400 KRESGE RD	LAWRENCE	KS	66044

Detail

Quantity 114 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 12312.0

LOAD ID#
33732

S[redacted]LADING
310-783338-3
[redacted]TIABLE

Shipper No. B 33?32

Carrier No.

ROADWAY EXPRESS
Name of Carrier

Date 11/8/2001

TO: Consignee	KMART DC# 8288	FROM: Shipper	SACSAJKL
Street	300 PENRY ROAD	Street	1945 CORNELL AVENUE (708-343-0??7)
Destination	GREENSBORO, N.C. 27405	Origin	MELROSE PARK, IL 60160
Route		Emergency Response Phone No.	Vehicle Number

No. Shipping Units	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
108 CTNS ON 7 SKIDS	NMFC 60000	999#	85	COLLECT
	PO# C828834 9680			

REMIT C.O.D. TO: ADDRESS:

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES: $

FREIGHT CHARGES

[illegible]

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: [illegible] this Bill of Lading [illegible] tariffs in effect on the date of this Bill of Lading [illegible] written contract [illegible] parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties. [illegible]

SHIPPER SAC

PER

CARRIER [illegible] 7 SKIDS ON BOARD

PER [illegible]

DATE 11/8/01

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E-mail: info@nextep1.com

INVOICE

DATE	INVOICE #	REP
11/7/2001	8655	G01

BILL TO
DC Invoicing Dept. Kmart Corporation DC #8272 Sparks P.O. Box 7101 Troy, MI 48007-7101

SHIP TO
Kmart Corporation DC #8272 Sparks Sparks Dist. Ctr. 1400 S. McCarran Blvd. Sparks, NV 89431 775-359-2610 Ext. 295

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08272376521	1% 10 Net 30	12/7/2001	11/7/2001	ROADWAY	collect	3107786175

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK Mops #(64) 0-350833-018 Ship to arrive: 11/15/01	133	sidekicks	108.00	14,364.00

Thank you for your business.

Total $14,364.00

Remit Payment To:

SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08272376521

Vendor Name : Sac Saver Inc

Header

PO No 08272376521 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name

Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268272	1400 S MC CARREN BLVD	SPARKS	NV	89431

Detail

Quantity 133 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 14364.0

To Reorder: 1-800-225-6380 or www.nebs.com

LOAD ID#
33166

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No. B 3129

ROADWAY EXPRESS (Name of Carrier)

Carrier No.

Date 11-7-01

TO: Consignee	KMART DC# 8272	FROM: Shipper	SACSAVER
Street	1400 S. McCARRAN	Street	1945 CORNELL AVENUE...(708-343-0077)
Destination	SPARKS, NV	Origin	MELROSE PARK, IL 60160
Route	89431	Emergency Response Phone No.	

Vehicle Number

No. Shipping Units	HM*	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
33 CTNS ON					
3 SKIDS		NMFC 60000	1,230#	85	COLLECT
		PO# 0827237652 /			

[redacted]

310-778617-5

REMIT C.O.D. TO: ADDRESS

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES $

FREIGHT CHARGES

SHIPPER SAC

CARRIER

PER

DATE 11/7/01

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INVOICE

DATE	INVOICE #	REP
11/7/2001	8654	G01

BILL TO
DC Invoicing Dept. Kmart Corporation DC #8270 N. Billerica P.O. Box 7101 Troy, MI 48007-7101

SHIP TO
Kmart Corporation DC #8270 N. Billerica Billerica Dist. Ctr. 90 Salem Road North Billerica, MA 01862 508-670-5551

P.O. NO.	TERMS	DUE DATE	SHIP DATE	SHIP VIA	FREIGHT	Pro Number
08270298393	1% 10 Net 30	12/7/2001	11/7/2001	ROADWAY	collect	3107786184

Item	Description	Quantity	Pack	Cost	Amount
20111	SACSOC 60-CT. SIDE KICK MOPS #(64)0-350833-018 Ship to arrive: 11/15/01	92	sidekicks	108.00	9,936.00

Thank you for your business.

Total $9,936.00

Remit Payment To:

SacSaver, Inc.
LockBox #37830
37830 Eagle Way
Chicago, IL 60678-1378

www.nextep1.com

Kmart Ordered : Purchase Order 08270298393

Vendor Name : Sac Saver Inc

Header

PO No 08270298393 **PO Date** 10/25/2001

Reference Number	
Ref	Ref No
Department Number	011
Purchase Order Suffix	A

Method of Payment Collect **Location** City and State **Desc** MELROSE PARK IL

Terms of Sale

Code Discount Not Applicable **Date Code** 3 **Discount** 0.0

Days Due 0 **Net Days** 30

Date/Time	
Qualifier	Date
Delivery On	11/15/2001

Packaging	
Desc Code	Desc
Skid/Pallet Type	PALLET 48W X 40D X 45H
Receiving Facility Limitations	ACCELERATED FLOW THRU

Transit Time

ID Code P3 **Routing** SEE KMART ROUTE GUIDE FOR ROUTING

Name

Org ID	Name	ID Code	ID	Address	City	State/Province	Zip
Ship To	KMART	Assigned by Buyer	0003947268270	90 SALEM ROAD	NORTH BILLERICA	MA	01862

Detail

Quantity 92 **UOM** Case **Unit Price** 108.0

Price Code Contract Price **Mops No** (64) 0-350833-018 **UPC**

Order Type/Aux Number 20111 **Vendor Item No** **Back To School**

PO Action **Desc** SAC SOC PWR PANL

Item

Carton Quantity 60 **Package Quantity** 1.0 **UOM** Case

Layers Per Pallet 4.0 **UOM** LR **Cartons Per Layer** 8.0

UOM CT

Amount 9936.0

PRODUCT 12

To Reorder: 1-800-225-6380 or www.nebs.com

LOAD ID#
33159

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No. B 3128

Carrier No. ______

ROADWAY EXPRESS
(Name of Carrier)

Date 11/7/01

TO: Consignee KMART DC# 8270	FROM: Shipper SACSAVER
Street 90 SALEM ROAD	Street 1945 CORNELL AVENUE...(708-343-0077)
Destination NORTH BILLERICA, MA	Origin MELROSE PARK, IL 60160
Route 01862	Emergency Response Phone No.
	Vehicle Number

No. Shipping Units	HM*	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES
92 CTNS ON 6 SKIDS		NMFC 60000	851#	85	COLLECT
		PO# 0827029839 3			

[redacted]
310-778618-4

REMIT C.O.D. TO: ADDRESS:

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES $

FREIGHT CHARGES

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes any negotiable or non-negotiable contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties to the contract.

SHIPPER SAC

PER [signature]

CARRIER Roadway Express

PER [signature]

DATE 11/9/01

HAZARDOUS MATERIALS — MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIAL