

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION		PROOF OF CLAIM Chapter 11
In Re Kmart Corporation, et al.	Case Numbers 02-02462 through 02-02499	Your claim is scheduled as follows: Class NOT SCHEDULED Amount NOT SCHEDULED <div style="text-align: center; font-weight: bold; font-size: 1.2em;">10005774</div> <div style="text-align: center; font-size: 0.8em;">This Space is for Court Use Only</div>
Name of Debtor (see attached for complete list of debtors)	Case Number:	
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.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <div style="text-align: right; padding-right: 20px;">08 3318042</div> <div style="text-align: center;">GRAND KNITTING MILLS 7050 NEW HORIZONS BLVD NORTH AMITYVILLE, 11701</div>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
If address differs from above, please complete the following: Creditor Name _____ Telephone # _____ Address _____ City/ST/Zip _____		<div style="text-align: center; font-weight: bold; font-size: 1.2em;">10005774</div> <div style="text-align: center; font-size: 0.8em;">This Space is for Court Use Only</div>
Account or other number by which creditor identifies debtor	Check here if <input type="checkbox"/> replaces this claim <input type="checkbox"/> amends a previously filed claim, dated _____	
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2. Date debt was incurred: <div style="text-align: center; font-size: 1.2em;">10/19/01</div>	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ 223,462.80 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$ 2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other: Specify applicable paragraph of 11 U.S.C. § 507(a)()	
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. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This Space is for Court Use Only <div style="font-size: 1.5em; font-weight: bold;">SM # 4892</div> <div style="text-align: center; font-size: 0.8em;">4-12-02 BANKRUPTCY</div>
Date 4/9/02	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) <div style="text-align: center;"> Jay D. Gilbert, President </div>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571		

GRAND KNITTING MILLS

7050 NEW HORIZONS BL
NORTH AMITYVILLE NY 11701-
(516) 226-5000

SOLD TO
K-MART APPAREL CORP.
KMF INVOICING
DEPARTMENT 104
PO BOX 7359
TROY

MI 48007-7359

SHIP TO
K-MART DIST. CENTER
D.C. #04
23000 S. AVAUCH BLVD
CARSON

CA 90745-

INVOICE #	DATE	SALES
11099	11-13-01	
PO NUMBER	DEPT. NO.	
11099		

OUR ORDER # 11099		APPT. #02		DUE DATE 12-10-01	
TERMS	ACCOUNT NO.	SHIPPED VIA	X	ORDER COMPLETE	
NRT 17 20M + 30	220010	TRUCK		BALANCE TO FOLLOW	
STYLE	QUANTITY	COLOR/DESCRIPTION	UNIT PRICE	GROSS EXTENSION	
433B	6 228	BLUE BEARS W/DAISIES WH- 1 LOC-999999 QTY- 319 CTNS W/12 PCS ASSORTED SIZES.	5.70	35.479.50	
2-02-02			SUB TOT	35.499.50	
			TOTAL	35.499.50	
				35.499.50	

No returns accepted or claims allowed 5 days after receipt of goods. Our receiving department will accept no merchandise unless they receive written notice stating reason for return.

Based upon a guarantee received, the wearing apparel delivered under this invoice complies with provisions of Section 4(a) of the Flammable Fabrics Act. Continuing guarantee under the Textile Fiber Products Identification Act filed with Federal Trade Commission.

INVOICE #
11099

THIS MEMORANDUM

is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of receipt by the carrier of the property described in the Original Bill of Lading.

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

From **GRAND KNITTING MILLS, INC.**

At **AMITYVILLE, NEW YORK 11701**

10/12/01

Shipper's No. _____

Carrier **GILBERT**

Agent's No. _____

(Mail or street address of consignee - For purposes of notification only)

Consigned to **K-Mart D.C. #04**

Destination **CARSON, CA 90745**

State of _____

County of _____

Route **23000 S. Avalon Blvd.**

Delivering Carrier _____

Vehicle or Car Initial _____

No. **16**

NO. OF PACKAGES	HAZARDOUS MATERIALS	KIND OF PACKAGE	DESCRIPTION OF ARTICLES	SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
		DEPT 06/31	CARTONS				
519		APPT. #02	P.O. #176754	inv. #29099	4152		
			KNITWEAR				
519CTNS.					4152LBS.		
			TO BE DELIV. FRIDAY OCTOBER 19, 2001				
TOTAL PIECES		P/U #5121754				PREPAID	

Subject to Section 7 of conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of Consignor)

If charges are to be prepaid write or stamp here "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

C.O.D. SHIPMENT	
C.O.D. Amt	_____
Collection Fee	_____
Total Charges	_____

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements on Rule 41 of the Consolidated Freight Classification.

This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

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

Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Department of Transportation.

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____.

THIS SHIPMENT IS CORRECTLY DESCRIBED

This is to certify the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

NOTE: Preprinted certificates complying with 48 CFR 173.430 (a) in effect on June 30, 1976 may be used through June 30, 1979.

CORRECT WEIGHT IS _____ LBS.

Per _____

Shipper

GRAND KNITTING MILLS, INC.

Shipper, Per _____

Agent, Per _____

5100 New Horizons Blvd., Amityville, N.Y. 11701

Permanent post office address of shipper

GRAND KNITTING MILLS

7050 NEW HORIZONS BL
NORTH AMITYVILLE NY 11701-
(531) 226-5000

SOLD TO
K-MART APPAREL CORP.
KMF INVOICING
DEPARTMENT 124
PO BOX 7059
TROY

MI 48061-7059

SHIP TO
K-MART DIST CENTER
D.C. #05
5265 OLD SIXIE HWY
FOREST PARK

GA 30050-

INVOICE #	DATE	SALES
175744	12/19/01	
PRO NUMBER	DEPT. NO.	

OUR ORDER # 155742		APPROX #02		DUE DATE 12/10/01		ORDER COMPLETE	
TERMS		ACCOUNTING		BALANCE TO FOLLOW			
NET 10 50% + 30		120000		CASH DELIVERY			
STYLE	QUANTITY	COLOR/DESCRIPTION		UNIT PRICE	GROSS EXTENSION		
4834	11.028	BLUE BEARS W. DAISIES V1- 1 LOC-999999 QTY- 919 CTNS W-12 PCS. ASSORTED SIZES.		5.70	63 259.60		
				SUB TOT	63 259.60		
				TOTAL	63 259.60		

No returns accepted or claims allowed 5 days after receipt of goods. Our receiving department will accept no merchandise unless they receive written notice stating reason for re

based upon a guarantee received, the wearing apparel delivered under this
invoice complies with provisions of Section 4(a) of the Flammable Fabrics Act
Continuing guarantee under the Textile Fiber Products Identification Act filed
with Federal Trade Commission

INVOICE
2910

7000408

SHIPPING RECORD

THIS MEMORANDUM

is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate covering the property named herein and is intended solely for filing or record

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of receipt by the carrier of the property described in the Original Bill of Lading.

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

From **GRAND KNITTING MILLS, INC.**
At **AMITYVILLE, NEW YORK 11701**
Carrier **GILBERT EAST**
Consigned to **K-MART D.C. #06**
Destination **FOREST PARK, GA 30050** State of _____ County of _____
Route **5265 OLD DIXIE HWY**
Delivering Carrier _____ Vehicle or Car Initial _____ No _____

Shipper's No. **p/u #2118834**

Agent's No. _____

Mail or street address of consignee -For purposes of notification only

NO PACKAGES	KIND OF PACKAGE	DESCRIPTION OF ARTICLES	SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
		DIV./DEPT. 06/31	CARTONS APPT. #03			
919		P.O. #176754 INV. #29100		7352		
		KNITWEAR				
919CTNS.				7352LBS.		
		TO BE DELIVERED ON FRIDAY OCT. 19, 2001				
TOTAL PIECES					7352LBS.	

Subject to Section 7 of conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of Consignor)

If charges are to be prepaid, write or stamp here "To be Prepaid"

PREPAID

Received \$ _____
to apply in prepayment of the charges on the property described hereof

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid)

Charges Advanced

C.O.D. SHIPMENT

C.O.D. Amt _____
Collection Fee _____
Total Charges _____

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon and all other requirements on Rule 41 of the Consolidated Freight Classification

This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

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

Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Department of Transportation

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

THIS SHIPMENT IS CORRECTLY DESCRIBED

This is to certify the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

CORRECT WEIGHT IS _____ LBS

NOTE: Preprinted certificates complying with 48 CFR 71.430 (a) in effect on June 30, 1978 may be used through June 30, 1979

Per _____ Shipper

GRAND KNITTING MILLS, INC.

Shipper, Per

Agent, Per

5100 New Horizons Blvd., Amityville, N.Y. 11701

Permanent post office address of shipper

GRAND KNITTING MILLS

7050 NEW HORIZONS BL
NORTH AMITTVILLE NY 11701-
(531) 226-5000

SOLD TO
K-MART APPAREL CORP
KMF INVOICING
DEPARTMENT 124
PO BOX 7059
TROY

NY 48007-7059

K MART DIST. CENTER
D.C. #17
SHIP TO 4400 S. HAMILTON RD
GROVEPORT

OH 43125-

INVOICE #	DATE	SALES NO.
29121	10-19-81	10
PO NUMBER	DATE	DEPT NO.
173754		06-1

EXP ORDER # 155743

DEPT. 104

DUE DATE 12-15-81

TERMS

ACCOUNT NO.

RE SHIPPED WA

ORDER COMPLETE

NET 10 EOM + 15

220000

SALE DELIVERY

TERMS TO FOLLOW

STYLE	QUANTITY	COLOR/DESCRIPTION	UNIT PRICE	GROSS EXTENSION
4832	11.832	BLUE BEARS W DAISIES WH- L LJC-999999 QM- 11.832 996 CTNS * 10 PCS. ASSORTED SIZES.	5 70	57.442.40
SUB TOT				57.442.40
TOTAL				57.442.40

No returns accepted or claims allowed 5 days after receipt of goods. Our receiving department will accept no merchandise unless they receive written notice stating reason for return.

used upon a guarantee received, the wearing apparel delivered under this
invoice complies with provisions of Section 4(a) of the Flammable Fabrics Act
continuing guarantee under the Textile Fiber Products Identification Act filed
with Federal Trade Commission

INVOICE NO
24131

70006103424

SHIPPING RECORD

THIS MEMORANDUM

is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate covering the property named herein and is intended solely for filing or record

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of receipt by the carrier of the property described in the Original Bill of Lading,

the property described below in apparent good order except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any portion of said route to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From **GRAND KNITTING MILLS, INC.**
At **AMITYVILLE, NEW YORK 11701**

10/19/01 2001

Shipper's No. **P/u 3161237**

Carrier **GILBERT EAST**

Agent's No.

Consigned to **K-MART D.C. #17**

(Mail or street address of consignee - For purposes of notification only)

Destination **GROVEPORT, OH 43125**

State of _____ County of _____

Route **4400 S. HAMILTON RD**

Delivering Carrier

Vehicle or Car Initial

No

NO PACKAGES	KIND OF PACKAGE	DESCRIPTION OF ARTICLES	SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
	DIV./DEPT.	#06/31	CARTONS	APPT. #04		
986	P.O. #176754	INV. #29101		7888		
986 CTES.		KNITWEAR		7888 LBS.		
		TO BE DELIVERED ON FRIDAY OCT. 19, 2001				
TOTAL PIECES						

Subject to Section 7 of conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of Consignor)

If charges are to be prepaid write or stamp here "To be Prepaid"

PREPAID

Received \$ _____
to apply in prepayment of the charges on the property described hereof

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid)

Charges Advanced

C.O.D. SHIPMENT

C.O.D. Amt _____
Collection Fee _____
Total Charges _____

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon and all other requirements on Rule 41 of the Consolidated Freight Classification

This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

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

Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Department of Transportation

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

THIS SHIPMENT IS CORRECTLY DESCRIBED

This is to certify the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

CORRECT WEIGHT IS _____ LBS

NOTE: Preprinted certificates complying with 48 CFR 71.430 (a) in effect on June 30, 1976 may be used through June 30, 1979

Per _____ Shipper

GRAND KNITTING MILLS, INC.

Shipper, Per

Agent, Per

5100 New Horizons Blvd., Amityville, N.Y. 11701

Permanent post office address of shipper

GRAND KNITTING MILLS

7050 NEW HORIZONS BL
NORTH AMITYVILLE NY 11701-
5311 226-5000

SOLD
TO

A-MART APPAREL CORP.
445 INVOICING
DEPARTMENT 104
PO BOX 7069
JACKSON

MI 48007-039

On 843

5901 1/2

SHIP
TO

A-MART DIST. CENTER
B.O. #03
7373 WEST SIDE AVENUE
NORTH BERGEN

NJ 07047-

INVOICE #	DATE	SALES NO.
17317	12-12-01	10
PO NUMBER		DEPT. NO.
173754		0613

OUR ORDER # 195741

APPROX. AMT

DUPLICATE 12-12-01

TERMS

ACCOUNT NO.

SHIPPED VIA

ORDER COMPLETE

NET 10 EQM + 30

100000

DATE DELIVERY

BALANCE TO FOLLOW

STYLE	QUANTITY	COLOR / DESCRIPTION	UNIT PRICE	GROSS EXTENSION
WED	10 116	BLUE BEARS W DAISIES WH- 1 LOC-999999 QTY- 7.344 WH- 1 LOC-999999 QTY- 2.770 843 CTNS W 12 PMS. ASSORTED SIZES.	5.70	57.661.20
			SUB TOT	57.661.20
			TOTAL	57.661.20

No returns accepted or claims allowed 5 days after receipt of goods. Our receiving department will accept no merchandise unless they receive written notice stating reason for return.

Based upon a guarantee received, the wearing apparel delivered under this invoice complies with provisions of Section 4(a) of the Flammable Fabrics Act
Continuing guarantee under the Textile Fiber Products Identification Act filed with Federal Trade Commission

INVOICE NO
19117

1000008160

SHIPPING RECORD

THIS MEMORANDUM

is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein and is intended solely for filing or record-

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of receipt by the carrier of the property described in the Original Bill of Lading.

The property described herein in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, not as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of the shipment, and that said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

From **GRAND KNITTING MILLS, INC.**
At **AMITYVILLE, NEW YORK 11701**

10/19/01 Shipper's No. _____

Carrier **GALE**

Agent's No. _____

Consigned to **K-Mart Dist. Center #03**

(Mail or street address of consignee For purposes of notification only)

Destination **NORTH BERGEN, NJ 07047**

State of _____ County of _____

Route **7373 West Side Avenue**

Delivering Carrier _____

Vehicle or Car Initial _____

No _____

NO PACKAGES	HAZARDOUS MATERIAL	KIND OF PACKAGE DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
		DEPT #06/17 CARTONS			
843		APPT. #01 P.O. #176754 inv. #29117	5901		
		KNITWEAR			
843CTNS.			5901LBS.		
		TO BE DELIV. FRIDAY OCTOBER 19, 2001			
TOTAL PIECES				PREPAID	

Subject to Section 7 of conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of Consignor)

If charges are to be prepaid write or stamp here "To be Prepaid"

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Cashier _____

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced _____

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon and all other requirements on Rule 41 of the Consolidated Freight Classification.

This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

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

Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Department of Transportation.

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

THIS SHIPMENT IS CORRECTLY DESCRIBED

This is to certify the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

NOTE: Preprinted certificates complying with 48 CFR 173.430 (a) in effect on June 30, 1978 may be used through June 30, 1979.

CORRECT WEIGHT IS _____ LBS

Per **10-19-01**

Shipper

GRAND KNITTING MILLS, INC.

Shipper, Per

5100 New Horizons Blvd., Amityville, N.Y. 11701

Agent, Per

Permanent post office address of shipper

C.O.D. SHIPMENT

C.O.D. Amt _____

Collection Fee _____

Total Charges _____