

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">In re:</div><div style="width: 5%; text-align: center;">:</div><div style="width: 55%;">Chapter 11</div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">FRESH &amp; EASY, LLC,<sup>1</sup></div><div style="width: 5%; text-align: center;">:</div><div style="width: 55%;">Case No. 15-12220 (BLS)</div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 40%; text-align: right;">Debtor.</div><div style="width: 5%; text-align: center;">:</div><div style="width: 55%;">Req. Hearing Date: November 24, 2015 at 1:00 p.m. (ET) Req. Obj. Deadline: November 17, 2015 at 4:00 p.m. (ET)</div></div>	:	
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**DEBTOR’S MOTION FOR ENTRY OF AN ORDER: (I) APPROVING THE AUCTION AGREEMENT BY AND BETWEEN THE DEBTOR AND INDUSTRIAL ASSETS CORP. AND MAYNARD’S INDUSTRIES (1991), INC. WITH RESPECT TO THE SALE OF CERTAIN OF THE DEBTOR’S OWNED TRACTORS, TRAILERS, YARD DOGS AND MATERIAL HANDLING EQUIPMENT LOCATED AS THE DEBTOR’S DISTRIBUTION CENTER; (II) AUTHORIZING THE SALE AND LIQUIDATION OF SUCH ASSETS THROUGH PUBLIC AUCTION; AND (III) WAIVING ONE OR MORE OF THE INFORMATION REQUIREMENTS OF LOCAL RULE 2016-2**

The above-captioned debtor and debtor in possession (the “Debtor”) hereby moves the Court for the entry of an order, in substantially the form attached hereto as Exhibit I (the “Proposed Order”), pursuant to sections 105, 327, 328, 330 and 363 of title 11, United States Code (the “Bankruptcy Code”), Rules 2002, 2014, 6004 and 6005 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”): (i) approving the Auction Agreement (the “Auction Agreement”) by and between the Debtor, on the one hand, and Industrial Assets Corp. and Maynard’s Industries (1991), Inc. (together, “IAC” or the “Auctioneer”), on the other, with respect to the sale of certain of the Debtor’s owned tractors, trailers, yard dogs and Material Handling

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<sup>1</sup> The last four digits of the Debtor’s federal taxpayer identification number are 8906. The Debtor’s mailing address is 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502.

Equipment (as defined in the Auction Agreement) located at the Debtor's Distribution Center (as defined below) (collectively, the "Assets"); (ii) authorizing the sale and liquidation of the Assets free and clear of all liens, claims and encumbrances through IAC; and (iii) waiving the information requirements of Local Rule 2016-2. In support of the relief requested herein, the Debtor submits the Affidavits of Vincent J. Gamble II (together, the "Gamble Affidavits"), copies of which are attached hereto as Exhibit II. In further support of this Application, the Debtor incorporates the statements contained in the *Declaration of Amir Agam in Support of Chapter 11 Petition and First Day Motions* (the "First Day Declaration"),<sup>2</sup> and respectfully states as follows:

### **PRELIMINARY STATEMENT**

1. As further detailed in the First Day Declaration, the Debtor has commenced this proceeding to provide structure for the orderly wind down of its business operations. In furtherance thereof, the Debtor entered into an agreement with Hilco Merchant Resources, LLC ("Hilco") on or about October 21, 2015, to conduct the Store Closing Sales at all of its remaining open stores, and such sales commenced on or about October 23, 2015. In addition, the Debtor negotiated an engagement agreement with DJM Realty Services, LLC ("DJM") and CBRE, Inc. ("CBRE"), jointly, to market its remaining leasehold interests. While pursuing these sources of potential value, the Debtor further determined that it is in the estate's best interest to liquidate the Assets located at its distribution facility in Riverside, California (the "Distribution Center") to maximize value for all interested parties and, accordingly, seeks the relief requested herein.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

2. After extensive analysis and thorough pre-petition marketing process, the Debtor has determined that the process set forth and the relief requested in this Motion is the best option for selling the Debtor's Assets in an efficient, value-maximizing manner. As more fully set forth herein, the Debtor seeks to retain the Auctioneer to liquidate the Assets through either private sales or public auction on the terms proposed below. The Debtor submits that the Auctioneer's efforts, coupled with the non-duplicative efforts being expended by Hilco, DJM and CBRE with respect to other assets, will provide the estate with the best opportunity to maximize its liquidation value.

### **JURISDICTION**

3. This Court has jurisdiction to hear the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue for this case and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105, 327, 328 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 2014, 6004 and 6005, and Local Rule 2014-1.

### **BACKGROUND**

4. On October 30, 2015 (the "Petition Date"), the Debtor commenced the above-captioned chapter 11 case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

5. The Debtor has continued in possession of its properties and continues to operate its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. No request has been made for the appointment of a trustee or examiner and no official committee has yet been established in this chapter 11 case.

7. Additional information about the Debtor's business and the events leading up to the Petition Date can be found in the First Day Declaration, which is incorporated herein by reference.

### **THE AUCTION AGREEMENT**

8. As indicated above, the Debtor has begun in earnest the process of liquidating the estate's assets located at its retail locations, and has engaged DJM and CBRE to market its leasehold interests. At this time, the Assets located at the Distribution Center remain another viable source of significant recovery, and the Debtor entered into the Auction Agreement, subject to Court approval, in an effort to realize proceeds from the Assets in the near term. After soliciting bids from multiple experienced auctioneers that operate in the industry of distressed retail assets, the Debtor determined that IAC provided the highest and best proposal for the right to sell the Assets on the terms set forth in the Auction Agreement.

9. To market the Assets most effectively and, thereby, to liquidate the Assets for the highest and best price, the Debtor requests authority to employ IAC as its sales agent pursuant to the terms and conditions of the Auction Agreement. After considering a number of potential liquidators for the Assets, the Debtor chose IAC because of its extensive expertise and experience in liquidating assets and the beneficial terms it proposed for this engagement, including with respect to potential upside recovery that was not matched in competing bids. The

Debtor and IAC engaged in lengthy discussions and negotiated the terms of the Auction Agreement, a copy of which is attached as Exhibit A to the Proposed Order. The Debtor believes that the sale of the Assets through IAC in accordance with the terms of the Auction Agreement is in the best interests of the Debtor and its estate.

10. As part of its duties as the Debtor's agent, IAC shall, among other things, (i) provide agents or employees to prepare for, supervise and conduct the Sale; (ii) oversee the liquidation and disposal of the Assets from the Distribution Center and, to the extent applicable, from the Alternative Facility<sup>3</sup>; (iii) determine and implement appropriate points of purchase, points of sale and external advertising prior to and during the Sale Term; (iv) provide such other related services deemed necessary or prudent by the Debtor and IAC under the circumstances giving rise to the Sale; and (v) provide the Debtor with reporting and reconciliation of all accounting information contemplated by the Auction Agreement.

11. The pertinent terms of the Auction Agreement are set forth below:

- a) Purpose of the Auction Agreement. The Debtor has agreed to retain IAC to act as its exclusive agent to sell the Assets located at the Distribution Center through a publicly-marketed sale during the Sale Term. IAC agrees to use its professional skill, knowledge and experience, but makes no representations or warranties regarding the outcome of the IAC sale, except to the extent as may be provided for in the Auction Agreement.
- b) Sale. The Auction Agreement provides that a liquidation sale (the "Sale") of all of the Assets shall be conducted by IAC on behalf of the Debtor in a manner as agreed by the Debtor and IAC such that the Distribution Center is vacated by IAC on or before December 31, 2015; provided, however, IAC may extend the Sale if it determines to move any remaining Assets to an Alternative Facility at IAC's sole cost and expense.
- c) Sale Commencement Date. The Sale shall commence after satisfaction of the conditions precedent outlined in the Auction Agreement, but in no event later than November 30, 2015.

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<sup>3</sup> Capitalized terms used but not otherwise defined in paragraphs 10 and 11 shall have the meanings ascribed to such terms in the Auction Agreement.

- d) Sale Termination Date. The Sale shall terminate by December 31, 2015; provided, however, that the Sale Term may be extended by IAC under certain circumstances until January 31, 2016.
- e) Excluded Assets. IAC shall not sell any Excluded Assets, which shall include all other assets and other items located at the Distribution Center that are not Assets, including but not limited to computer and office equipment, furniture and fixtures, machinery and equipment, cleaning equipment, generators, delivery vans, golf carts, store fixtures and conveying systems.
- f) Buyer's Premium. IAC shall earn an amount equal to eighteen percent (18%) of the Sale Proceeds received upon the Sale of any Assets.
- g) Sale Expenses. A fixed sum of \$300,000.
- h) IAC Auctioneer Fees.
  - i) IAC guarantees to Debtor that the proceeds of the Assets generated from the Sale (the "Sale Proceeds"), net of any Buyer's Premium, shall be no less than \$4,500,000 (the "Guaranteed Amount"). IAC shall pay the Guaranteed Amount in cash as follows (a) \$450,000 (the "Initial Payment") upon execution of the Auction Agreement by all parties and (b) the balance within one business day following entry of an order approving this Motion.
  - ii) IAC shall be entitled to recover the Sale Expenses from any Sale Proceeds that are in excess of the Guaranteed Payment. Subject to the Buyer's Premium, the Debtor shall be entitled to all Sale Proceeds received after payment of the Sale Expenses (i.e. for all Sale Proceeds that are in excess of \$4,800,000.00).
  - iii) All Sale Proceeds other than the Buyer's Premium and Sale Expenses shall be property of the Debtor payable in accordance with the Auction Agreement.
  - iv) IAC shall be entitled to charge and retain the Buyer's Premium with respect to all Asset sales. The aggregate amount of the Buyer's Premium shall be set forth in the Final Accounting.
- i) Term of Auction Agreement. The Sale term shall mean the period of time beginning with the Sale Commencement Date and ending on the Sale Termination Date, which shall be December 31, 2015 or January 31, 2016, as applicable.
- j) Taxes. IAC shall be responsible to collect, report and remit any applicable sales taxes due from the Sale.

12. Given the nature of the services to be performed by IAC and the manner of compensation of such services, the Debtor respectfully requests that it be permitted to pay IAC in accordance with the Auction Agreement at the time such fees and expenses become due and without the need for IAC to file interim applications for compensation with the Court, and without further order of the Court.

13. As set forth in this Motion and the Auction Agreement, IAC has been engaged to provide limited services to the Debtor for a limited period of time. In exchange for its services, IAC will receive the compensation set forth in the Auction Agreement, which consists of a set-rate commission and fees paid by purchasers. The detailed filing requirements of Bankruptcy Rule 2016 and the informational requirements of Local Rule 2016-2 would require the expenditure of unnecessary time and fees in compiling time records and preparing fee applications. Section 105 of the Bankruptcy Code allows this Court to issue any order that is necessary or appropriate to carry out the provisions of the Bankruptcy Code. *See* 11 U.S.C. § 105(a). In addition, section 328 of the Bankruptcy Code allows this Court to approve the employment of professionals retained pursuant to section 327 of the Bankruptcy Code on any reasonable terms and conditions. *See* 11 U.S.C. § 328(a). Given the limited scope and duration of IAC's employment and the nature of its fee structure, the Debtor believes that a waiver of the detailed filing requirements of Bankruptcy Rule 2016 and the informational requirements of Local Rule 2016-2 is warranted and appropriate.

14. Finally, the Debtor requests that IAC be relieved of the requirements of any order entered by this Court approving interim compensation procedures for retained professionals. In light of IAC's compensation structure, the procedures detailed in any such order will burden—without providing any benefit to—the Debtor's estate. If the Debtor and IAC

are required to prepare, file and serve monthly and quarterly fee statements, substantial administrative costs and professional time may be incurred, without any benefit provided to the estate because IAC's fee is not paid by the Debtor at all. Therefore, the Debtor requests that IAC be relieved of the requirement to file monthly or quarterly interim fee applications. Instead, the Debtor proposes that IAC be required to file a final fee application, which shall be served upon the appropriate notice parties, for allowance of its compensation and reimbursement of its expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; provided, however, that such final fee application need only describe the services provided by IAC generally, and that IAC shall not be required to keep time records of hours spent performing its services. In connection with its final fee application, IAC shall be required to provide supplemental information regarding IAC's fees and expenses to the extent requested by the notice parties set forth in an order approving interim compensation procedures.

15. The Debtor requires an experienced and efficient liquidator and auctioneer to render essential professional services described herein in order to maximize value for the Assets in an efficient and value-maximizing manner.

**THE COURT SHOULD AUTHORIZE THE DEBTOR'S  
ENTRY INTO THE AUCTION AGREEMENT AND IAC'S RETENTION**

16. IAC has substantial experience in liquidating property both in and out of bankruptcy, and has conducted liquidation processes in numerous bankruptcy cases including Palladian Developments, Inc. (CCAA—Canadian proceeding); Troy Tooling (E.D. Mi. Case No. 14-59743); Capital Air Systems (E.D. Cal. Case No. 14-32070); Southeastern Stud & Components (M.D. Ala. Case No. 14-32070); Johnson Plate and Tower (W.D. Tex. Case No. 14-31649); GSP Precision, Inc. (C.D. Cal. Case No. 14-12056); Hoku, Inc. (Case No. 13-40837); TechCraft, Inc. (C.D. Cal. Case No. 10-12897); AMK Food Services (C.D. Cal. Case No. 12-



12606); and Miller Drilling Co. (M.D. Tenn. Case No. 12-04686). Accordingly, IAC is particularly well qualified to serve as the Debtor's agent for the sale of the Assets.

17. The Debtor seeks authority to employ and retain IAC as its agent under section 327 of the Bankruptcy Code, which provides that a trustee (or debtor or debtor in possession, by virtue of sections 1101(1) and 1107(a)), subject to court approval—

may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

18. The Debtor seeks approval of the terms of the Auction Agreement, including the proposed compensation to be paid to IAC, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides that a debtor, subject to court approval—

may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a).

19. Section 328(a), together with section 330, establishes a “two-tiered system for judicial review and approval of the terms of the professional's retention.” *In re Smart World Technologies, LLC*, 552 F.3d 228, 232 (2d Cir. 2009). Whereas section 330 authorizes a bankruptcy court to award reasonable compensation “based on an after-the-fact consideration,” section 328(a) “permits a bankruptcy court to forego a full post-hoc reasonableness inquiry” if it pre-approves the terms of employment. *Id.* “These two inquiries are mutually exclusive, as ‘[t]here is no question that a bankruptcy court may not conduct a § 330 inquiry into the

reasonableness of the fees and their benefit to the estate if the court already has approved the professional's employment under 11 U.S.C. § 328.” *Id.* at 233 (quoting *In re B.U.M. Intl., Inc.*, 229 F.3d 824, 829 (9th Cir. 2000)).

20. Furthermore, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 specifically amended section 328(a) to extend its reach to include approval of compensation “on a fixed or percentage fee basis.” This change makes clear that a debtor may seek to retain a professional on a fixed or percentage fee basis, such as is proposed herein, with bankruptcy court approval.

21. Finally, Bankruptcy Rule 6005 expressly requires that “[t]he order of the court approving the employment of an appraiser or auctioneer shall fix the amount or rate of compensation.” Fed. R. Bankr. P. 6005.

22. The Auction Agreement appropriately reflects (i) the nature and scope of services to be provided by IAC, and (ii) the proposed terms and conditions of IAC's employment, including the proposed fee structure.

23. Pursuant to Bankruptcy Rule 6005, no IAC employee that will be assisting the Debtor in the sale of the Assets is an officer or employee of the Judicial Branch of the United States or the United States Department of Justice.

24. To the best of the Debtor's knowledge and except as disclosed in the Gamble Affidavits, IAC has not been engaged by, and does not have any connection with, the Debtor, its creditors, insiders, shareholders, attorneys or accountants, or any other parties in interest in any matters relating to the Assets.

25. To the best of the Debtor's knowledge and except as disclosed in the Gamble Affidavits, IAC does not hold or represent any interest adverse to the Debtor or its

estate, IAC is a “disinterested person[s]” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, and IAC’s employment and retention by the Debtor is necessary and in the best interests of the Debtor and its estate.

26. Accordingly, the Debtor believes that IAC’s retention on the terms and conditions proposed herein is appropriate and should be approved.

**THE SALE OF THE ASSETS PURSUANT TO  
THE AUCTION AGREEMENT SHOULD BE AUTHORIZED**

27. Section 363(b) of the Bankruptcy Code provides that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” In general, a debtor may engage in transactions outside the ordinary course of its business where the transaction represents an exercise of the debtor’s sound business judgment. *See, e.g., In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (concluding that the Third Circuit adopted the “sound business purpose” test). In determining whether to approve a transaction, the Court should consider the following: (a) whether a sound business justification exists for the transaction; (b) whether accurate and reasonable notice of the transaction was given to interested parties; (c) whether the transaction will produce a fair and reasonable price for the property; and (d) whether the parties have acted in good faith. *See, e.g., In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991); *In re Titusville Country Club*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

28. Sound Business Purpose. There is a sound business justification for the sale of the Assets on the terms set forth in the Auction Agreement. As described above, the Debtor is winding down its affairs, has commenced the Store Closing Sales, and given notice to

its employees regarding their impending termination. In this context, the Debtor no longer has any need for the Assets. The Debtor has concluded, in a sound exercise of its business judgment, that the sale of the Assets in the manner contemplated herein will maximize the value of these assets for the Debtor's estate, to the benefit of all stakeholders. Moreover, because the Auction Agreement guarantees that the Debtor will receive a minimum of \$4,500,000 for the Assets, and provides the opportunity to realize additional upside proceeds in the event the Auctioneer successfully generates Sales Proceeds that exceed \$4,800,000, the Debtor believes that Auction Agreement provides immediate and significant value to the estate without the significant cost accrual that would otherwise be required were the Debtor to seek approval for each Asset sale through the Court process.

29. Accurate and Reasonable Notice. IAC has committed to marketing the Assets to a wide variety of potentially interested parties. IAC, in particular, regularly deals in the disposition of assets for distressed companies and has developed a substantial list of potential purchasers of the Assets to which it will directly market the upcoming sales and auctions. In addition, as needed, IAC will advertise the sale of the Assets in appropriate marketing techniques to ensure that the widest possible audience will receive notice of the ongoing sales and auctions.

30. Fair and Reasonable Price. The Debtor believes that the Guaranteed Payment provides a fair and reasonable price for the Assets, especially given the Debtor's limited resources available to market and sell the Assets outside of the process outlined herein. The Debtor solicited bids from numerous experienced liquidators and determined, in consultation with its advisors, that the Guaranteed Payment, coupled with the potential for significant upside gains, provided the highest and best value for the Assets under the circumstances. Finally, the

Sale process will provide a market test for the price of each Asset, ensuring that each asset will be sold for the best and highest offer.

31. Good Faith. Courts generally conclude that parties have acted in good faith with respect to a proposed transaction if the consideration is adequate and reasonable and the terms of the transaction are fully disclosed. *See, e.g., In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 149-50 (3d Cir. 1986). Pursuant to the Auction Agreement, IAC will conduct the Sale process to ensure that each transaction is at arm's-length, without collusion or fraud, and in good faith and will ensure that each of the Assets will be sold to the highest and best bidder. At the conclusion of the process, IAC shall prepare, and the Debtor shall file, a report with the Court that identifies each Asset sold, the applicable purchaser, and the price paid for each Asset.

**REQUEST TO SELL THE ASSETS FREE AND  
CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS**

32. The Debtor further submits that it is appropriate that the Assets be sold free and clear of liens, claims, encumbrances and other interests, pursuant to section 363(f) of the Bankruptcy Code. Section 363(f) of the Bankruptcy Code provides as follows:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

33. The court may also authorize the sale of a debtor's assets free and clear of any liens, claims or encumbrances under section 105 of the Bankruptcy Code. *See In re Trans World Airlines, Inc.*, 322 F.3d 283 (3d Cir. 2003); *see also Volvo White Truck Corporation v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) ("Authority to conduct such sales [free and clear of liens] is within the court's equitable powers when necessary to carry out the provisions of [the Bankruptcy Code].")

34. The Debtor submits that it should be authorized to sell the Assets free and clear of any and all liens, claims and encumbrances, with such liens to be transferred and attached to the proceeds of the sale with the same validity and priority, and subject to the same defenses, that such liens had against the Assets.

35. To the extent there is a lien, claim, encumbrance or interest, the Debtor believes that it would satisfy at least one of the five conditions of section 363(f), and the Debtor submits that any such lien, claim, encumbrance or interest will be adequately protected by attachment to the proceeds of the Sale, subject to any claims and defenses that the Debtor may possess with respect thereto. The Debtor believes that each of the parties holding liens on the assets could be compelled to accept a monetary satisfaction of such interests, satisfying section 363(f)(5) of the Bankruptcy Code.

### **NOTICE**

36. Notice of this Motion has been provided via overnight delivery to: (i) the U.S. Trustee; (ii) the parties included on the Debtor's list of thirty (30) largest unsecured creditors, as identified in its chapter 11 petition; (iii) the Debtor's prepetition secured lenders;

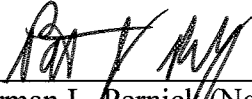
(iv) the Debtor's postpetition secured lenders; and (v) all parties entitled to notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtor submits that no further notice need be given.

**CONCLUSION**

WHEREFORE, the Debtor respectfully request that the Court enter the Proposed Order granting the relief requested herein, and grant such other and further relief as is just and proper.

Dated: November 5, 2015  
Wilmington, Delaware

COLE SCHOTZ P.C.

  
\_\_\_\_\_  
Norman L. Pernick (No. 2290)  
J. Kate Stickles (No. 2917)  
Patrick J. Reilley (No. 4451)  
David W. Giattino (No. 5614)  
500 Delaware Avenue  
Suite 1410  
Wilmington, Delaware 19801

*Proposed Counsel to the Debtor  
and Debtor in Possession*

**EXHIBIT I**

Proposed Order



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
	:	
	:	
	:	Case No. 15-12220 (BLS)
	:	
FRESH & EASY, LLC, <sup>1</sup>	:	
	:	
	:	
Debtor.	:	Docket Ref. No. ____

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**ORDER: (I) APPROVING THE AUCTION AGREEMENT BY AND BETWEEN THE DEBTOR AND INDUSTRIAL ASSETS CORP. AND MAYNARD'S INDUSTRIES (1991), INC. WITH RESPECT TO THE SALE OF CERTAIN OF THE DEBTOR'S OWNED TRACTORS, TRAILERS, YARD DOGS AND MATERIAL HANDLING EQUIPMENT LOCATED AS THE DEBTOR'S DISTRIBUTION CENTER; (II) AUTHORIZING THE SALE AND LIQUIDATION OF SUCH ASSETS THROUGH PUBLIC AUCTION; AND (III) WAIVING ONE OR MORE OF THE INFORMATION REQUIREMENTS OF LOCAL RULE 2016-2**

This matter coming before the Court on the motion (the "Motion")<sup>2</sup> of the above-captioned debtor and debtor-in-possession (the "Debtor") for the entry of an order pursuant to sections 105, 327, 328, and 363 of title 11, United States Code (the "Bankruptcy Code"), Rules 2002, 2014, 6004 and 6005 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"): (i) approving the Auction Agreement (the "Auction Agreement") by and between the Debtor, on the one hand, and Industrial Assets Corp. and Maynard's Industry (1991), Inc. ("IAC") with respect to the sale of the certain of the Debtor's owned tractors, trailers, yard dogs and Material Handling Equipment (the "Assets"); (ii) authorizing the sale and liquidation of the Assets

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<sup>1</sup> The last four digits of the Debtor's federal taxpayer identification number are 8906. The Debtor's mailing address is 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

through public auction; and (iii) waiving the information requirements of Local Rule 2016-2; and the Court having reviewed the Motion; and the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012, (b) venue appropriate pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (d) notice of the Motion was sufficient under the circumstances and no other or further notice is necessary, and (e) a sound business purpose exists for the relief granted herein; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Approval of the sale of the Assets pursuant to the terms set forth in the Auction Agreement is in the best interests of the Debtor, its creditors, estate and other parties in interest.

D. The Debtor has demonstrated a good, sufficient and sound business purpose and justification for the sale of the Assets pursuant to the terms set forth in the Auction Agreement.

E. The Debtor may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to 11 U.S.C. § 363(b), the Debtor is authorized to perform its obligations under and comply with the terms of the Auction Agreement relating to the sale of the Assets, and to consummate such sales, pursuant to and in accordance with the terms and conditions of the Auction Agreement, as outlined herein.
3. The Debtor is authorized to execute and deliver, and empowered to consummate and implement the sale of the Assets pursuant to the terms set forth in the Auction Agreement, and execute and deliver, and perform under, any additional instruments and documents that the Debtor deem necessary or appropriate to implement such sales, and to take all further actions as may be necessary or appropriate to the performance of the obligations as contemplated thereby.
4. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the sale of the Assets under the terms set forth in the Auction Agreement attached hereto as Exhibit A shall be free and clear of all liens, claims, encumbrances and other interests of any kind or nature whatsoever. Any such Interests shall be transferred and attached to the proceeds of the sale with the same validity and priority, and subject to the same defenses, that such liens had against the Assets.

5. The Debtor shall not be required to file a separate motion or seek court approval for any sale or other disposition of an Asset, or a group of Assets, which are authorized to be sold pursuant to the terms set forth in the Auction Agreement.

6. At the conclusion of the process, IAC shall prepare, and the Debtor shall file, a report with the Court that identifies each Asset sold pursuant to the terms set forth in the Auction Agreement, the applicable purchaser, and the price paid for each Asset.

7. The Debtor is hereby authorized to retain and employ IAC as its agent with respect to the liquidation of the Assets, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 6005 and Local Rule 2014-1, on the terms and conditions set forth in the Motion and the Auction Agreement, as may be modified by this Order.

8. IAC shall be compensated for its services and reimbursed for any related expenses pursuant to the Auction Agreement and any other applicable orders or procedures of this Court.

9. IAC shall not be subject to any compensation procedures established for professionals in this chapter 11 case. IAC is authorized to receive fees and expenses in accordance with the terms of the Auction Agreement when the fees and expenses come due and without the necessity of filing an interim application for compensation with the Court and without further order of the Court.

10. After the conclusion of its work, IAC shall file with the Court a final fee application for allowance of its compensation and reimbursement of its expenses in accordance with the Auction Agreement and consistent with provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; provided, however, that such final fee application need

only to describe the services provided by IAC generally, and that IAC shall not be required to keep time records of hours spent performing their services.

11. The indemnification provisions set forth in the Auction Agreement are approved, subject to the following:

- a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtor is authorized to indemnify, and shall indemnify, IAC for any claims arising from, related to, or in connection with the services to be provided by IAC as specified in the Motion, but not for any claim arising from, related to, or in connection with IAC's post-petition performance of any other services other than those in connection with the Auction Agreement, unless such post-petition services and indemnification therefor are approved by this Court.
- b. The Debtor shall have no obligation to indemnify IAC for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from IAC's bad faith, gross negligence or willful misconduct, (ii) settled prior to a judicial determination as to IAC's bad faith, gross negligence or willful misconduct, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) infra, to be a claim or expense for which IAC is not entitled to receive indemnity under the terms of the Motion.
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this chapter 11 case, IAC believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification obligations under the Motion, including, without limitation, the advancement of defense costs, IAC must file an application in this Court, and the Debtor may not pay any such amounts to IAC before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by IAC for indemnification, and not as a provision limiting the duration of the Debtor's obligation to indemnify IAC.
- d. Any limitation of liability or limitation on any amounts to be contributed by the parties to the Auction Agreement under the terms of the Auction Agreement shall be eliminated.

12. This Order and the terms and provisions of the Auction Agreement shall be binding on all of the Debtor's creditors (whether known or unknown), the Debtor, IAC, and their respective affiliates, successors, and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity, or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the Auction Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtor or converting the Debtor's case from chapter 11 to chapter 7, and the terms and provisions of the Auction Agreement, as well as the rights and interests granted pursuant to this Order and the Auction Agreement, shall continue in this or any superseding case and shall be binding upon the Debtor, IAC and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtor under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in this case shall be and hereby is authorized to operate the business of the Debtor to the fullest extent necessary to permit compliance with the terms of this Order and the Auction Agreement, and IAC and such trustee shall be and hereby are authorized to perform under the Auction Agreement upon the appointment of such trustee without the need for further order of this Court.

13. To the extent that this Order is inconsistent with the Auction Agreement, the terms of this Order shall govern.

14. This Court retains jurisdiction over any and all matters or disputes with respect to any of the relief granted in this Order.

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2015

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The Honorable Brendan L. Shannon  
Chief United States Bankruptcy Judge

**Exhibit A to Order**

**Auction Agreement**



**AUCTION AGREEMENT**

**BY AND BETWEEN**

**INDUSTRIAL ASSETS CORP. AND**  
**MAYNARD'S INDUSTRIES (1991), INC.**

**AND**

**FRESH & EASY, LLC**

### **AUCTION AGREEMENT**

This Auction Agreement, dated as of November 5, 2015 (together with all Schedules, Exhibits and attachments hereto, collectively, the "Agreement"), is made by and between a joint venture comprised of Industrial Assets Corp. and Maynard's Industries (1991), Inc. (collectively, the "Auctioneer") and Fresh & Easy, LLC, a debtor and debtor in possession, with a principal place of business at 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502 (the "Company").

#### **WITNESSETH:**

**WHEREAS**, Company filed for protection on October 30, 2015 (the "Petition Date") under Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which case is pending as Case No. 15-12220-CSS (the "Bankruptcy Case");

**WHEREAS**, subject to Bankruptcy Court approval, Company desires to retain Auctioneer upon the terms, covenants and agreements hereinafter provided, to provide services to Company with respect to the disposition of the Assets (as defined below) located at the DC(as defined below); and

**WHEREAS**, Auctioneer is willing to provide the services to Company for the purpose of facilitating the liquidation of the Assets at the Facility, upon the terms and conditions and in the manner set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to Bankruptcy Court approval, the parties hereto agree as follows:

#### **1. DEFINITIONS**

For the purpose of this Agreement, the terms listed below shall have the respective meanings indicated:

1.1 "Alternative Facility" means outdoor space, including outdoor space provided by an affiliate of the Company, that is within reasonably close proximity to the Facility.

1.2 "Approval Order" means the order of the Bankruptcy Court (a) approving this Agreement and authorizing the Company's retention of the Auctioneer pursuant to section 327 of the Bankruptcy Code and (b) authorizing sale of the Assets pursuant to section 363 of the Bankruptcy Code.

1.3 "Assets" means all Company owned trailers set forth on Exhibit 1.3, yard dogs and Material Handling Equipment located at the DC.

1.4 "Buyer's Premium" means an amount equal to eighteen (18%) percent of the Sale Proceeds received upon the sale of any Assets.

1.5 "DC" means the Company's distribution center located at 14900 Innovation Drive, Riverside, CA 92518

1.6 "Excluded Assets" means all other assets and other items located at the DC that are not Assets including but not limited to computer and office equipment, furniture and fixtures, machinery and equipment, cleaning equipment, generators, delivery vans, golf carts, store fixtures and conveying systems.

1.7 "Extended Business Hours" means where Auctioneer provides Company with 48 hours advance notice of the need to conduct business under this Agreement other than during Normal Business Hours and agrees to pay Company any additional costs incurred by Company during such Extended Business Hours.

1.8 "Guaranteed Amount" shall have the meaning set forth in Section 4.1.

1.9 "Initial Payment" shall have the meaning set forth in Section 4.1.

1.10 "Material Handling Equipment" means forklifts, pallet jacks, reach equipment, batteries and charging stations. For the avoidance of doubt, batteries include batteries leased by the Company from Wells Fargo for which the Company shall pay the amounts necessary to exercise the buyout option to obtain ownership of such batteries.

1.11 "Normal Business Hours" means Monday through Friday, from 8 am PST until 6 pm PST.

1.12 "Sale" shall mean a liquidation sale of all the Assets to be conducted by Auctioneer on behalf of Company in a manner as agreed by the Auctioneer and the Company such that the DC is vacated by Auctioneer on or before December 31, 2015, and which Sale is approved by separate order of the Bankruptcy Court pursuant to the Sale Order. The Sale may include, subject to Bankruptcy Court approval, assets augmented by Auctioneer at its sole discretion, which assets shall not constitute Assets and the proceeds of which shall not constitute Sale Proceeds.

1.13 "Sale Commencement Date" shall mean a date to occur after satisfaction of the conditions precedent set forth in Section 9 below, but in no event later than November 30, 2015.

1.14 "Sale Expenses" shall mean a fixed sum of \$300,000.00.

1.15 "Sale Proceeds" shall have the meaning set forth in Section 4.1.

1.16 "Sale Proceeds Account" shall have the meaning set forth in Section 4.3.

1.17 "Sale Term" shall mean the period of time beginning with the Sale Commencement Date and ending on the Sale Termination Date.

1.18 "Sale Termination Date" shall be December 31, 2015; provided, however, the Sale Term may be extended by Auctioneer until January 31, 2016 if Auctioneer, at its sole cost and expense, removes all Assets from the DC by December 31, 2015 to the Alternative Facility.

## **2. RETENTION**

2.1 Subject to entry of the Approval Order, Company hereby retains Auctioneer, and Auctioneer hereby agrees to serve, as an independent auctioneer to Company in connection with the conduct of the Sale as set forth herein. With respect to the Sale, Auctioneer shall serve as Company's sole and exclusive Auctioneer relative thereto throughout the Sale Term.

2.2 On the terms and conditions set forth herein, commencing as of the Sale Commencement Date (except as set forth below), Auctioneer shall provide Company with the following services with respect to the conduct of the Sale:

- (i) provide agents or employees to prepare for, supervise and conduct the Sale as further described in Section 2.3 below;
- (ii) oversee the liquidation and disposal of the Assets from the DC and, to the extent application, from the Alternative Facility; provided, however, that, upon written notice to the Company on or prior to December 15, 2015, Auctioneer reserves the right to abandon at the DC any Assets that Auctioneer deems unsaleable or that will not have been sold by the end of the Sale Term;
- (iii) determine and implement appropriate point of purchase, point of sale and external advertising prior to and during the Sale Term to effectively sell the Assets during the Sale Term;
- (iv) provide such other related services deemed necessary or prudent by Company and Auctioneer under the circumstances giving rise to the Sale; and
- (v) provide Company with reporting and reconciliation of all accounting information contemplated by this Auction Agreement in form reasonably acceptable to Company and Auctioneer.

2.3 All sales of Assets shall be made by Auctioneer as agent in fact for Company.

2.4 Subject to this Agreement and the Approval Order, Auctioneer shall be the sole party authorized to sell the Assets during the Sale Term. The Assets will be sold in the aggregate or in such lots as Auctioneer may determine in its sole discretion.

2.5 Auctioneer is authorized to accept, as Company's agent, cash, wire or guaranteed checks, as payment for the Assets sold. Auctioneer shall ensure that all funds are deposited in the Sale Proceeds Account maintained pursuant to section 4.4 hereof no later than two (2) business days after such funds are received by Auctioneer.

2.6 Auctioneer shall sell the Assets "as is", without any representations of any kind or nature whatsoever, including as to merchantability or fitness, and without warranty or agreement as to the condition of such Assets. Auctioneer is acting solely in the capacity of Auctioneer for Company and has no knowledge with respect to the fitness or usability of any of the Assets. Company agrees that, in the event that the DC or Alternative DC contains any environmental hazards, toxic waste or any type of hazardous material in any form whatsoever, including without limitation coolants, fluids or lubricants contained in the DC or any of the Assets, Auctioneer shall not be responsible for its containment, storage or removal, nor any costs related to the same, and Company shall be solely responsible for either or both the removal and/or containment of all such materials unless Auctioneer's actions have resulted in any leak, spill or release of such item.

### **3. EXPENSES**

Auctioneer shall be responsible for the payment of Sale Expenses and shall receive reimbursement for such Sale Expenses from the Sale Proceeds only as provided in Section 4.2. Other than as provided in Section 4.2, Company shall not be responsible for any Sale Expenses.

### **4. AUCTIONEER'S FEES**

4.1 Auctioneer hereby guarantees to Company that the proceeds of the Assets generated from the Sale ("Sale Proceeds"), net of any Buyer's Premium, shall be no less than \$4,500,000.00 (the "Guaranteed Amount"). Auctioneer shall pay the Guaranteed Amount in cash (a) \$450,000 (the "Initial Payment") upon execution of this Agreement by all parties and (b) the balance within one business day following entry by the Bankruptcy Court of the Approval Order. In the event (i) the Approval Order is not entered pursuant to Section 9, Company shall cause the Initial Payment to be refunded to Auctioneer as promptly as reasonably practicable, but in no event later than three (3) business days following the failure to satisfy the conditions precedent under Section 9 or (ii) subject to approval of the Bankruptcy Court, this Agreement is terminated by the Auctioneer in accordance with Section 11 hereof (other than for failure to obtain the Approval Order by November 30, 2015), the Guaranteed Payment shall be refunded to Auctioneer.

4.2 Auctioneer shall be entitled to recover the Sale Expenses from any Sale Proceeds that are in excess of the Guaranteed Payment. Subject to the Buyer's Premium, the Company shall be entitled to all Sale Proceeds received after payment of the Sale Expenses (i.e. for all Sale Proceeds received that are in excess of \$4,800,000.00).

4.3 All Sale Proceeds other than the Buyer's Premium and Sale Expenses, if applicable, shall be the property of the Company payable in accordance with this Agreement. Notwithstanding the foregoing, at such time as Auctioneer disburses Sale Proceeds in accordance

with Section 4.4 herein, the Sale Expenses and the Buyer's Premium shall be retained by Auctioneer from the Sale Proceeds for the sole and exclusive benefit of the Auctioneer.

4.4 All Sale Proceeds shall be deposited in a segregated account controlled by the Auctioneer (the "Sale Proceeds Account"). Upon conclusion of the Sale, Auctioneer shall within five (5) days of the Sale Termination Date provide to the Company a final accounting of Sale Proceeds together with a summary of the disposition of the Assets (the "Final Accounting") and shall provide such other information as may be reasonably requested by Company. At the time in which Auctioneer provides the Final Accounting to the Company, Auctioneer shall pay from the Sale Proceeds Account all additional amounts over the Guaranteed Amount due to the Company, consistent with this Section 4.3 hereof, to such parties as directed in writing by the Company to Auctioneer.

4.5 Auctioneer shall be entitled to charge and retain the Buyer's Premium with respect to all sales of Assets. The aggregate amount of the Buyer's Premium shall be set forth in the Final Accounting, but shall not otherwise be considered or treated as Sale Proceeds under Sections 4.1, 4.2, 4.3 and 4.4. hereof.

4.5 Auctioneer shall not be required to file formal applications for approval of its compensation and payment, if any of the Sale Expenses; provided, however, within 30 days of the Sale Termination Date, Company or its counsel shall file on Auctioneer's behalf a summary of Sale Proceeds realized and amounts to be paid pursuant hereto (the "Sale Summary"), which shall be in full satisfaction of any Bankruptcy Code requirements including, but not limited to, sections 327, 328, 330 and 331 of the Bankruptcy Code and Rule 2016 of the Federal Rules of Bankruptcy Procedure.

## **5. REPRESENTATIONS AND WARRANTIES OF AUCTIONEER**

5.1 Auctioneer hereby represents, warrants and covenants in favor of Company as follows:

- (a) Auctioneer has taken all necessary action required to authorize the execution, performance and delivery of this Agreement, and to consummate the transactions contemplated hereby;
- (b) This Agreement is a valid binding obligation of Auctioneer enforceable in accordance with its terms;
- (c) No action or proceeding has been instituted or, to the best of Auctioneer's knowledge, threatened affecting the consummation of this Agreement or the transactions contemplated herein; and
- (d) Auctioneer shall collect all applicable sales taxes and shall deposit such taxes in the Sale Proceeds Account. Auctioneer shall take all actions necessary to file any forms, certificates, reports and/or other documentation required in connection with the payment of all applicable

sales taxes to the appropriate taxing authorities. Auctioneer shall pay any sales and related taxes to the appropriate taxing authorities in accordance with applicable law, excluding personal property taxes.

**6. REPRESENTATIONS AND WARRANTIES OF COMPANY**

6.1 Company hereby represents, warrants and covenants in favor of Auctioneer as follows:

- (a) Subject to the entry of the Approval Order, Company has taken all necessary action required to authorize the execution, performance and delivery of this Agreement, and has taken all steps necessary and has good and valid authority to consummate the transactions contemplated hereby, including the conduct of the Sale;
- (b) Except as otherwise provided in **Schedule 6.1(b)**, Company has legal title to the Assets and, subject to the entry of the Approval Order, has legal authority to sell the Assets to the general public free and clear of any liens, claims, encumbrances or interests, with all said liens, claims, encumbrances and interests to attach to the Sale Proceeds as set forth in this Agreement and the Approval Order;
- (c) Only the parties set forth on **Schedule 6.1(c)** have recorded any lien, claim, encumbrance or interest against the Assets. Company (i) has provided notice of its intent to sell the Assets to all such parties and (ii) has obtained or will obtain prior to the Sale Commencement Date, either (x) the consent of such parties to the sale of the Assets or (y) the entry of the Approval Order upon notice to all parties set forth on Schedule 6.1(c) providing for the sale free and clear of any such liens;
- (d) Subject to the entry of the Approval Order, this Agreement is a valid and binding obligation of Company enforceable in accordance with its terms;
- (e) No action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or government body has been instituted by or against Company or has been settled or resolved, or to Company's knowledge, is threatened against Company or Company's business or properties, that questions the validity of this Agreement or that, if adversely determined, would adversely affect the conduct of the Sale;
- (f) Upon execution of this Agreement by all parties, Company shall permit Auctioneer uninterrupted access to the Assets during Normal Business Hours, or to the extent applicable Extended Business Hours, for the purpose of allowing Auctioneer to prepare for the marketing and

liquidation of the Assets. Throughout the Sale Term, Auctioneer shall have the right to the uninterrupted use of and access to the DC during Normal Business Hours, or to the extent applicable, Extended Business Hours, to conduct the Sale and to allow the post-Sale removal of the Assets from the DC by the buyers of the Assets without cost to Auctioneer for rent, utilities or other related occupancy charges. It is understood that the DC is an operating facility and Company may have employees, contractors or other agents working at the DC. Company and Auctioneer shall make reasonable efforts to not interfere with the work and duties of the other. Company shall throughout the Sale Term at the DC maintain in good working order, condition and repair, at its sole expense, all heating systems, sprinkler systems, air conditioning systems, elevators and all other mechanical devices reasonably necessary to allow for the conduct of the Sale and the removal of the Assets from the Facility by the buyers of the Assets. Company shall maintain the Assets through the date of the Sale in materially the same condition as such Assets existed as of the date of the Petition Date. Company shall pay the water bills in a timely fashion to insure that water is supplied to the Facility in order to operate the sprinkler system during the Sale Term at the Facility;

- (g) Company consents to Auctioneer's use of the name "Fresh & Easy" solely in connection with the Sale. Auctioneer may use such name in the advertisement of such Sale. Auctioneer is authorized to include Company as a "client" in its promotional, marketing and/or advertising materials and may commence advertising the Sale as being "subject to approval by the Bankruptcy Court" upon dual execution of the Agreement;
- (h) Company shall be solely liable for any expenses incurred in connection with the maintenance or operation of the Facility, including, but not limited to rent for the Facility, occupancy costs, utilities, local telephone, trash services, property taxes and any other related costs for the DC through the Sale Termination Date; and
- (i) Company shall take such actions as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

## **7. AFFIRMATIVE DUTIES OF AUCTIONEER**

7.1 Auctioneer shall reimburse, indemnify, defend and hold Company and its officers, directors, agents, and employees harmless from and against any and all known or unknown losses, damages (including without limitation, any personal injury, death or property damages), liabilities, claims, actions, judgments, penalties and fines, court costs and legal or other expenses, or any claim or action therefore, by or on behalf of any person, which Company may incur as a direct or indirect result of: (i) Auctioneer's breach of this Agreement or any of its representations or warranties hereunder, including but not limited to collection of applicable sales taxes from buyers under Section 5.1(d); (ii) any claims asserted by Auctioneer's employees



or agents, including Auctioneer's employees' or agents' payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), or unemployment compensation claims; and (iii) grossly negligent or intentional acts or omissions of Auctioneer or its agents, employees, representatives or principals in connection with the Sale.

7.2 Subject to Company's obligation to provide access to the DC as provided herein, and without altering Auctioneer's right to cause the Company to abandon property identified by Auctioneer, Auctioneer shall use its best efforts to ensure that the Assets that are sold pursuant to this Agreement are removed at each buyer's cost from the Facility. Auctioneer shall use best efforts to obtain the greatest value for the Assets; however, Auctioneer makes no representation whatsoever concerning the value of the Assets or the prices obtainable at Sale, and Company acknowledges that Company is not relying upon any appraisal or valuation of Assets by Auctioneer in making a determination to enter this Agreement. For the avoidance of doubt, the foregoing sentence shall have no effect upon Auctioneer's obligations to pay the Guaranteed Amount in accordance with this Agreement. Removal of items shall be supervised by Auctioneer, and Auctioneer shall take all reasonable precautions to ensure that such removal is conducted by buyers to as to avoid any damage to the DC caused by removal conducted by buyers, other than commercially reasonable wear and tear upon the DC resulting from the Sale and removal of Assets. Prior to buyer's removal from the DC or, if applicable, the Alternative Facility, of any Assets purchased by such buyer, Auctioneer shall obtain proof of liability insurance from such buyer.

7.3 Auctioneer shall be responsible, at its own cost and expense, for obtaining, in the name of and with the assistance of Company, any permits or licenses necessary to conduct the Sale, provided, however, that to the greatest extent permitted by applicable law, the Approval Order shall provide for a waiver of Auctioneer's obligation to obtain permits and licenses otherwise necessary to conduct the Sale but for the Company having filed the Bankruptcy Case.

7.4 Notwithstanding anything herein to the contrary, to the extent Auctioneer determines to extend the Sale Term by transporting Assets to the Alternative Facility, the cost to move the Assets shall be the sole cost and responsibility of the Auctioneer.

7.5 In the event of any default in payment by any buyer of Assets, Auctioneer, at its sole discretion, shall have the right to cancel such sale(s) of the applicable Asset(s) and may resell the Asset(s) as Auctioneer deems reasonable. Auctioneer shall, its sole discretion, approve all bidders for the Sale without any liability to Company regarding payment performance by any buyer of Assets.

## **8. AFFIRMATIVE DUTIES OF COMPANY**

8.1 Company shall be solely liable for any expenses (other than the Sale Expenses) incurred in connection with the maintenance or operation of the Facility, including but not limited to rent for the Facility, occupancy costs, utilities, local telephone, trash services, personal and real property taxes and any other related costs through the Sale Termination Date.

8.2 Subject to any limitations required by the Bankruptcy Court and to the extent permitted by the Approval Order, Company shall and hereby agrees to defend, indemnify, and hold harmless Auctioneer and its agents, employees, principals and supervisors from any and all known or unknown losses, damages (including without limitation, any personal injury, death or property damage), liabilities, claims, actions (including removal of toxic waste), judgments, penalties and fines, court costs and legal or other expenses which Auctioneer may incur as a direct or indirect consequence in whole or in part of: (i) the environmental condition of the real property on which the DC is located, and/or any asserted damage, if any, to adjacent land owners, including but not limited to, alleged or actual violations of, or alleged or actual liability for contamination under, common law or environmental statutory local, state or federal law, including but not limited to, the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act, and the Safe Drinking Water Act, and comparable state and local laws, all as now or may at any time hereafter be in effect; (ii) any defect or failure **not** caused by the grossly negligent and/or intentional misconduct of Auctioneer in product design or materials or storage, manufacture, distribution, sale or use by any person or entity of any product or goods; (iii) Company's failure to pay over to the appropriate taxing authority any taxes required to be paid by Company during the Sale Term in accordance with applicable law or to pay any liability referred to in Section 8.2 hereof; (iv) grossly negligent or intentional acts or omissions of Company or its agents, employees, representatives and principals in connection with the Sale; (v) liens, claims, encumbrances and interests asserted against the Assets; (vi) the breach by Company of any of its representations, warranties or other obligations under this Agreement; and/or (vii) any claim with regard to merchantability or use of the Assets.

8.3 Company shall deliver title to each titled vehicle to the buyer of such Asset(s) as reasonably directed by the Auctioneer. In the event that any replacement titles are required to be obtained, the Company shall do so as promptly as possible at its sole cost and expense. In the event that any registrations for titled vehicles are past due, Company shall be obligated to pay all such past due registration costs. For each titled vehicle where the Company does not comply with its affirmative duties under this Section 8.3, the Auctioneer shall deduct [\$xx,xxx] from Sale Proceeds, which amount(s) shall at no time be considered property of the Company.

8.4 Company shall use commercially reasonable efforts to cause the Approval Order to be entered by the Bankruptcy Court on or before November 30, 2015.

8.5 Prior to the implementation and/or the occurrence thereof, and to the extent the Company has knowledge thereof, Company will advise Auctioneer of (a) any change to the DC or the overall condition of the DC, (b) movement of any of the Assets, (c) elimination and/or modification of power to the Assets or any heating or utilities provided to the DC, or (d) any events or knowledge that would affect the value of the of Assets or otherwise hinder Auctioneer in the performance of the transactions contemplated in this Agreement. In the event of such changes, Company and Auctioneer will immediately negotiate in good faith any adjustments to this Agreement that are warranted.

## 9. CONDITIONS PRECEDENT

The willingness of Auctioneer and Company to enter into the transactions contemplated under this Agreement is directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by the applicable party: (a) the Bankruptcy Court shall have entered the Approval Order in form and substance reasonably satisfactory to Auctioneer on or before November 30, 2015; (b) the Company shall have allowed Auctioneer unimpeded access during Normal Business Hours, or the extent applicable, Extended Business Hours, to the DC and the Assets commencing as of the date of execution of this Agreement by all parties and to the extent necessary after December 31, 2015, at the Alternative Facility; (c) the Company shall have provided Auctioneer, as agent of the Company, full, complete and absolute control over the Assets at the DC and to the extent necessary, after December 31, 2015 at the Alternative Facility; (c) any Assets not located at the DC on the date hereof, including any tractors, trailers or other "rolling stock" shall have been returned to the DC on or before November 22, 2015 and (e) all titles to titled vehicles have either been made available to Auctioneer or with respect to titled vehicles where Company is not in possession of title to such vehicles, Company has applied to the applicable governmental agency for the reissuance of such title(s).

## 10. INSURANCE

10.1 Company warrants that it will maintain throughout the Sale Term its existing or replacement casualty and liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance, to the extent necessary), in an amount equal to or in excess of the Guaranteed Amount, covering injuries to persons and property in or in connection with the Facility, and shall cause Auctioneer to be an additional insured with respect to all such policies. Any insurance proceeds received by Company with respect to any of the Assets shall be treated as part of the Sale and proceeds of such insurance with respect to such Assets shall be paid to Auctioneer including the Buyer's premium.

10.2 Auctioneer shall maintain at Auctioneer's cost and expense throughout the Sale Term in such amounts as it currently has in effect comprehensive public liability and automobile liability insurance policies covering injuries to persons and property in or in connection with Auctioneer's services hereunder, and shall cause Company to be an additional insured with respect to all such policies.

## 11. DEFAULTS

11.1 The following shall constitute "Events of Default" hereunder:

- (a) The failure by Auctioneer or Company to perform any of the respective material obligations hereunder, which failure shall continue uncured for three (3) days after receipt of written notice thereof to the defaulting party; or

- (b) Any representation or warranty made by Company or Auctioneer proves untrue in any material respect as of the date made or at any time during the Sale Term;
- (c) The Sale is terminated, materially interrupted or impaired at the DC for any reason other than (i) an Event of Default by Auctioneer or (ii) any other material breach or action by Auctioneer not authorized hereunder; or
- (d) The Approval Order is not entered in accordance with Section 9 hereof.

11.2 In the event of an Event of Default, the non-defaulting party may, in its discretion, elect to terminate this Agreement upon three (3) days' written notice to the defaulting party.

11.3 In the event of termination of the Agreement by Auctioneer due to an Event of Default under Section 11 hereof for which Auctioneer was not responsible, Auctioneer shall be entitled to seek reimbursement of Sale Expenses from the Company in the Bankruptcy Court.

## **12. SECURITY INTEREST**

INTENTIONALLY DELETED

## **13. MISCELLANEOUS**

13.1 Company shall use reasonable efforts to deliver to Auctioneer all operating, maintenance, manuals, engineering diagrams, documents and software passwords in the possession of Company relating to the Assets, if any, in connection with the sale of the Assets, without additional consideration. Furthermore, Company shall deliver any inquiries received by Company related to the disposition of the Assets, whether prior to or after execution of this Agreement, to Auctioneer upon execution of this Agreement and thereafter promptly upon Company's receipt of such inquiry. Company acknowledges Auctioneer's receipt of such inquiries is material to Buyer's obligations related to this Agreement.

13.2 Any notice or other communication under this Agreement shall be in writing and may be delivered personally or sent by email AND by prepaid registered or certified mail, addressed as follows:

- (i) in the case of Auctioneer:

Industrial Assets Corp.  
11426 Ventura Boulevard, 2<sup>nd</sup> Floor  
Studio City, CA 91604  
Attn: Steven Mattes  
Title: President/CEO  
E-mail: [smattes@industrialassets.com](mailto:smattes@industrialassets.com)

and

McGuireWoods LLP  
625 Liberty Avenue  
23<sup>rd</sup> Floor, Dominion Tower  
Pittsburgh, PA 15222  
Attn: Mark E. Freedlander  
e-mail: [mfreedlander@mcguirewoods.com](mailto:mfreedlander@mcguirewoods.com)

(ii) in the case of Company:

Fresh & Easy, LLC  
20101 Hamilton Ave  
Torrance, CA 90502  
Attn: Peter McPhee  
Telephone:  
Email: [peter.mcphee@freshandeasy.com](mailto:peter.mcphee@freshandeasy.com)

and

Young Conaway Stargatt & Taylor, LLP  
1000 North King Street  
Wilmington, DE 19801  
Attn: Robert S. Brady, Esquire  
Telephone (302) 571-6690  
Email: [rbrady@ycst.com](mailto:rbrady@ycst.com)

13.2 This Agreement shall be governed by and interpreted in accordance with the Bankruptcy Code and where applicable, the internal laws of the State of Delaware, without reference to any conflict of laws provisions. The Bankruptcy Court shall have original and exclusive jurisdiction to hear and determine any and all issues or disputes that may arise from or relate to this Auction Agreement.

13.3 In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect. In the event of any inconsistencies between the terms of this Agreement and the Approval Order, the terms of the Approval Order shall govern.

13.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by Company and Auctioneer.

13.5 Neither Company nor Auctioneer shall assign this Agreement without the express written consent of the other, except that any buyer from Auctioneer (including any buyer of he salvage rights to scrap at the Facility) shall be entitled to the benefits of access to the DC provided under this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns, including a trustee in Company's Bankruptcy Case.

13.6 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Delivery by facsimile or email of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

13.7 Nothing contained hereof shall be deemed to create any relationship between Auctioneer and Company other than an agency relationship. The Company and Auctioneer are not partners or parties to a joint venture.

**AUCTIONEER**

**Industrial Assets Corp.**

By: AW

Name: STEVEN MAYNARD

Its: CEO

**Maynard's Industries (1991), Inc.**

By: TS

Name: TASC SELLERS

Its: Pres

**COMPANY**

**Fresh & Easy, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**AUCTIONEER**

**Industrial Assets Corp.**

By: [Signature]  
Name: STEVEN M. WATKINS  
Its: CEO

**Maynard's Industries (1991), Inc.**

By: [Signature]  
Name: Timothy J. Fields  
Its: President

**COMPANY**

**Fresh & Easy, LLC**

By: [Signature]  
Name: Peter Michael  
Its: CFO



**Schedule 6.1(b)**

**Exceptions to Assets to Which Company Holds Title**

Agreement dated July 3, 2014 between Y-Opco DBA Fresh & Easy Distribution and Wells Fargo Equipment Finance, Manufacturer Services Group for 203 Crown Industrial 24V Batteries Model 12-125-13 W/Cover and 32 Crown Industrial 36V Batteries Model 18-125-17

**Schedule 6.1(c)**

Only the following parties have recorded or, to the best of Company's knowledge, asserted a lien or encumbrance against the Assets:

<u>Filer</u>	<u>Equipment Covered</u>	<u>Initial Filing Date(s)</u>
Wells Fargo Bank, National Association	All assets, including the Assets as defined in the Agreement <sup>1</sup>	July 16, 2014

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<sup>1</sup> Wells Fargo Bank, National Association is holding cash collateral in amount that approximates the total amount that could be owed to Wells Fargo Bank, National Association under the facility with respect to which the lien has been granted.

**Exhibit 1.3**

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EQUIP #	INSTALL DATE	TRAILER		DMV VIN	LIC #	REEFER UNIT		REEFER UNIT		REEFER UNIT YR.	REEFER UNIT		ENGINE		ENGINE		REEFER		ARB ID #
		MANUFACTURER	TRAILER MODEL			MFG.	MODEL	SN	MFG.		MODEL	YR	SN						
28001	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C08T204001	4JL4742	CT		NDM93		2007	LAH90994134	Kubota	V2203	2007	7E1380	70555745			
28002	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C28T204002	4JL4743	CT		NDM93		2007	LAH90994132	Kubota	V2203	2007	7E5228	70555753			
28003	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C48T204003	4JL4744	CT		NDM93		2007	LAH90993884	Kubota	V2203	2007	7E4293	70555761			
28004	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C68T204004	4JL4745	CT		NDM93		2007	LAH90994133	Kubota	V2203	2007	7E5328	07055577X			
28005	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C88T204005	4JL4746	CT		NDM93		2007	LAH90994130	Kubota	V2203	2007	7E1545	70555788			
28006	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C08T204006	4JL4746	CT		NDM93		2007	LAH90994129	Kubota	V2203	2007	7B1404	07055580X			
28007	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C18T204007	4JL4747	CT		NDM93		2007	LAH90994131	Kubota	V2203	2007	7E5197	70555885			
28008	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C18T213001	4JP2602	CT		NDM93		2007	LAL91015598	Kubota	V2203	2007	7L5290	70555915			
28009	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C38T213002	4JP2603	CT		NDM93		2007	LAL91015601	Kubota	V2203	2007	7L4965	70555966			
28010	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C58T213003	4JP2604	CT		NDM93		2007	LAL91015602	Kubota	V2203	2007	7L4759	70555974			
28011	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C78T213004	4JP2605	CT		NDM93		2007	LAL91015603	Kubota	V2203	2007	7L3908	7555982			
28012	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C98T213005	4JP2606	CT		NDM93		2007	LAL91015600	Kubota	V2203	2007	7L5486	70555990			
28013	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C08T213006	4JP2607	CT		NDM93		2007	LAL91015599	Kubota	V2203	2007	7L5371	70556016			
28014	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C28T213007	4JP2608	CT		NDM93		2007	LAL91015597	Kubota	V2203	2007	7L5299	70556024			
28015	5/23/2011	Utility	28'	1UYV51286CU252701	4LP2070	TK		SB-230 50		2011	6001085887	Yanmar	TK486V	2011	149913	11261583X			
28016	5/23/2011	Utility	28'	1UYV51286CU252702	4LP2069	TK		SB-230 50		2011	6001085888	Yanmar	TK486V	2011	149892	112615848			
28017	12/26/2011	Utility	28'	1UYV51283DU482701	4L21331	TK		SB-230 50		2011	6001085894	Yanmar	TK486V	2011	167862	123078091			
28018	12/26/2011	Utility	28'	1UYV51283DU482702	4L21332	TK		SB-230 50		2011	6001085895	Yanmar	TK486V	2011	167922	123078105			
28019	1/18/2012	Utility	28'	1UYV51287DU482703	4L21333	TK		SB-230 50		2011	6001107090	Yanmar	TK486V	2011	169221	123078105			
28020	1/18/2012	Utility	28'	1UYV51289DU482704	4L21334	TK		SB-230 50		2011	6001107094	Yanmar	TK486V	2011	171453	123078121			
28021	2/23/2012	Utility	28'	1UYV51280DU482705	4L21335	TK		SB-230 50		2011	6001101063	Yanmar	TK486V	2011	177599	123078121			
28022	2/7/2012	Utility	28'	1UYV51282DU482706	4L21326	TK		SB-230 50		2011	6001108312	Yanmar	TK486V	2011	K81839	12307813X			
28023	2/1/2012	Utility	28'	1UYV51284DU482707	4L21327	TK		SB-230 50		2011	6001108316	Yanmar	TK486V	2011	K81778	123078148			
28024	2/7/2012	Utility	28'	1UYV51286DU482708	4L21328	TK		SB-230 50		2011	6001108313	Yanmar	TK486V	2011	K82390	123078156			
28025	2/1/2012	Utility	28'	1UYV51288DU482709	4L21329	TK		SB-230 50		2011	6001108315	Yanmar	TK486V	2011	K82406	123078164			
28026	2/1/2012	Utility	28'	1UYV51284DU482710	4L21330	TK		SB-230 50		2011	6001108314	Yanmar	TK486V	2011	169854	123078725			
28027	7/1/2012	Utility	28'	1UYV51282DU582501	4MD7616	TK		SB-230 50		2012	6001118301	Yanmar	TK486V	2012	VAD464	123304490			
28028	7/1/2012	Utility	28'	1UYV51284DU582502	4MD7617	TK		SB-230 50		2012	6001118300	Yanmar	TK486V	2012	V99266	123225760			
28029	7/1/2012	Utility	28'	1UYV51286DU582503	4MD7618	TK		SB-230 50		2012	6001116467	Yanmar	TK486V	2012	176480	123225779			
28030	7/1/2012	Utility	28'	1UYV51288DU582504	4MD7619	TK		SB-230 50		2012	6001116468	Yanmar	TK486V	2012	V98076	123235294			
28031	7/1/2012	Utility	28'	1UYV5128XDU582505	4MD7620	TK		SB-230 50		2012	6001118298	Yanmar	TK486V	2012	V99305	12323148			
28032	7/1/2012	Utility	28'	1UYV51281DU582506	4MD7611	TK		SB-230 50		2012	6001118299	Yanmar	TK486V	2012	V99913	12323156			
28033	7/1/2012	Utility	28'	1UYV51283DU582507	4MD7612	TK		SB-230 50		2012	6001116465	Yanmar	TK486V	2012	176359	123304504			
28034	7/1/2012	Utility	28'	1UYV51285DU582508	4MD7613	TK		SB-230 50		2012	6001118297	Yanmar	TK486V	2012	V99917	123304512			
28035	7/1/2012	Utility	28'	1UYV51287DU582509	4MD7614	TK		SB-230 50		2012	6001116466	Yanmar	TK486V	2012	V98038	123304520			
28036	7/1/2012	Utility	28'	1UYV51283DU582510	4MD7615	TK		SB-230 50		2012	6001116469	Yanmar	TK486V	2012	177599	123304547			
48001	4/1/2012	Utility	48'	1UYV52481CU478101	4MD7707	TK		Spectrum SB 50-3		2012	6001105893	Yanmar	TK486V	2012	167729	123103045			
48002	4/1/2012	Utility	48'	1UYV52483CU478102	4MD7708	TK		Spectrum SB 50-3		2012	6001105895	Yanmar	TK486V	2012	K80563	123103096			
48003	4/1/2012	Utility	48'	1UYV52485CU478103	4MD7709	TK		Spectrum SB 50-3		2012	6001105899	Yanmar	TK486V	2012	168012	123103142			
53000	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C28T183001	4JL4749	CT		NDP33		2007	R8709056	Kubota	V2203	2007	6Y2303	70556032			
53001	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C38T192001	4JL4717	CT		NDP33		2007	R8716139	Kubota	V2203	2007	7A3850	70556040			
53002	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C58T192002	4JL4718	CT		NDP33		2007	R8709044	Kubota	V2203	2007	6Y2632	70556059			
53003	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C78T192003	4JL4719	CT		NDP33		2007	R8713131	Kubota	V2203	2007	7A0671	70556067			
53004	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C98T192004	4JL4720	CT		NDP33		2007	R8713138	Kubota	V2203	2007	6Y4813	70556083			
53005	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C08T192005	4JL4721	CT		NDP33		2007	R8713136	Kubota	V2203	2007	6Y4969	70556105			
53006	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C81T192006	4JL4722	CT		NDP33		2007	R8713134	Kubota	V2203	2007	6Y4756	70556121			
53007	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C28T192006	4JL4722	CT		NDP33		2007	R8717072	Kubota	V2203	2007	7A0578	7055613X			
53008	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C68T192008	4JL4724	CT		NDP33		2007	R8718010	Kubota	V2203	2007	7A0450	70556156			
53009	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C88T192009	4JL4725	CT		NDP33		2007	R8718012	Kubota	V2203	2007	7A0317	70570477			
53010	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C48T192010	4JL4726	CT		NDP33		2007	R8718004	Kubota	V2203	2007	7A0434	70556172			
53011	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C68T192011	4JL4707	CT		NDP33		2007	R8718006	Kubota	V2203	2007	7A0277	70556318			
53012	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C88T192012	4JL4708	CT		NDP33		2007	R8718009	Kubota	V2203	2007	7A0513	7055627X			
53013	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C18T192013	4JL4709	CT		NDP33		2007	R8709054	Kubota	V2203	2007	6Y2180	70556369			
53014	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C18T192014	4JL4710	CT		ND											

ECIP #	INSTALL DATE	TRAILER MANUFACTURER	TRAILER MODEL	OMV VIN	LIC #	REEFER UNIT MFG.	REEFER UNIT MODEL	REEFER UNIT YR.	REEFER UNIT SN	ENGINE MFG.	ENGINE MODEL	REEFER ENGINE YR	ENGINE SN	ARB ID #
53051	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215001	4JL4627	CT	NDP33	2007	R8728024	Kubota	V2203	2007	7J0514	70561060
53053	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215003	4JL4629	CT	NDP33	2007	R8730034	Kubota	V2203	2007	7J3820	70561109
53054	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215004	4JL4630	CT	NDP33	2007	R8730035	Kubota	V2203	2007	7J8098	70561117
53055	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215005	4JL4631	CT	NDP33	2007	R8730027	Kubota	V2203	2007	7L0239	70561141
53056	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215006	4JL4632	CT	NDP33	2007	R8730002	Kubota	V2203	2007	7J3720	70561192
53057	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215007	4JL4633	CT	NDP33	2007	R8730003	Kubota	V2203	2007	7J3936	70561206
53058	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215008	4JL4634	CT	NDP33	2007	R8727904	Kubota	V2203	2007	7J0676	70561214
53059	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215009	4JL4635	CT	NDP33	2007	R8728056	Kubota	V2203	2007	7J1173	70561222
53060	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215010	4JL4636	CT	NDP33	2007	R8728017	Kubota	V2203	2007	7G5448	70561257
53061	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215001	4JL4932	CT	NDP33	2007	R8727002	Kubota	V2203	2007	7J0371	70561265
53062	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215002	4JL4933	CT	NDP33	2007	R8723069	Kubota	V2203	2007	7Q5979	70561281
53063	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215003	4JL4934	CT	NDP33	2007	R8728010	Kubota	V2203	2007	7J2191	7056129X
53064	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215004	4JL4935	CT	NDP33	2007	R8728062	Kubota	V2203	2007	7J0898	70561672
53065	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215005	4JL4936	CT	NDP33	2007	R8723135	Kubota	V2203	2007	7Q2313	70561680
53066	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215006	4JL4937	CT	NDP33	2007	R8728029	Kubota	V2203	2007	7G5597	70561702
53067	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215007	4JL4938	CT	NDP33	2007	R8728047	Kubota	V2203	2007	7I2886	70561710
53068	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215008	4JL4939	CT	NDP33	2007	R8718018	Kubota	V2203	2007	7A0317	70550794
53069	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215009	4JL4940	CT	NDP33	2007	R8727001	Kubota	V2203	2007	7J0436	70561826
53070	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215010	4JL4941	CT	NDP33	2007	R8723117	Kubota	V2203	2007	7E2374	70561885
53071	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215011	4JL4942	CT	NDP33	2007	R8728052	Kubota	V2203	2007	7G5648	70561893
53072	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215012	4JL4943	CT	NDP33	2007	R8723120	Kubota	V2203	2007	7E2986	7056213X
53073	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215013	4JL4944	CT	NDP33	2007	R8728019	Kubota	V2203	2007	7I4416	70562113
53074	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215014	4JL4945	CT	NDP33	2007	R8723077	Kubota	V2203	2007	7E3543	70562172
53075	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215015	4JL4946	CT	NDP33	2007	R8730011	Kubota	V2203	2007	7L0798	70562180
53076	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215016	4JL4947	CT	NDP33	2007	R8728016	Kubota	V2203	2007	7G5420	70562199
53077	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215017	4JL4948	CT	NDP33	2007	R8728063	Kubota	V2203	2007	7J2527	70562229
53078	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215018	4JL4949	CT	NDP33	2007	R8730005	Kubota	V2203	2007	7J3817	70562245
53079	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215019	4JL4950	CT	NDP33	2007	R8730008	Kubota	V2203	2007	7L0887	70562393
53080	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215020	4JL4951	CT	NDP33	2007	R8730009	Kubota	V2203	2007	7L0845	70562439
53081	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215021	4JL4617	CT	NDP33	2007	R8730021	Kubota	V2203	2007	7J4109	70564795
53082	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215022	4JL4618	CT	NDP33	2007	R8730013	Kubota	V2203	2007	7L1017	7056455X
53083	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215023	4JL4619	CT	NDP33	2007	R8728014	Kubota	V2203	2007	7G5328	70564868
53084	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215024	4JL4620	CT	NDP33	2007	R8727003	Kubota	V2203	2007	7J0683	70565317
53085	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215025	4JL4621	CT	NDP33	2007	R8728007	Kubota	V2203	2007	7Y9089	70565333
53086	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215026	4JL4622	CT	NDP33	2007	R8728059	Kubota	V2203	2007	7J0915	70565341
53087	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215027	4JL4623	CT	NDP33	2007	R8730017	Kubota	V2203	2007	7J4054	7056535X
53088	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215028	4JL4624	CT	NDP33	2007	R8730020	Kubota	V2203	2007	7J4147	70565376
53090	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215030	4JL4626	CT	NDP33	2007	R8730006	Kubota	V2203	2007	7J3701	70565422
53091	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215031	4JL4627	CT	NDP33	2007	R8723118	Kubota	V2203	2007	7E2414	7056549X
53092	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215032	4JL4628	CT	NDP33	2007	R8723072	Kubota	V2203	2007	7C5910	70565511
53093	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215033	4JL4629	CT	NDP33	2007	R8723121	Kubota	V2203	2007	7E3024	70565562
53094	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215034	4JL4630	CT	NDP33	2007	R8723076	Kubota	V2203	2007	7E3473	70565619
53095	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T214001	4JX8362	Thermo King	Spectrum SB 50-2	2007	6001025115	Yanmar	TK 486V	2007	7V3204	70565627
53096	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T214002	4JX8361	Thermo King	Spectrum SB 50-2	2007	6001025116	Yanmar	TK 486V	2007	7V3213	70565635
53097	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T214003	4JX8360	CT	NDP33	2007	R8740070	Kubota	V2203	2007	7Q0971	70565643
53098	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T214004	4JX7084	CT	NDP33	2007	R8740071	Kubota	V2203	2007	7Q0821	70565678
53099	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T214005	4JX7085	CT	NDP33	2007	R8740153	Kubota	V2203	2007	7N4367	70565708
53100	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T214006	4JX7086	CT	NDP33	2007	R8739016	Kubota	V2203	2007	7A3776	70570310
53101	6/1/2008	Hyundai	53' HT Original Dry Van	3H3V532C8T216001	4JX7094									
53102	6/1/2008	Hyundai	53' HT Original Dry Van	3H3V532C8T216002	4JX7095									
53103	8/25/2009	Utility	Dry Van	1UYV52539A909203	4KU3556									
53104	9/3/2009	Utility	Dry Van	1UYV52539A909204	4KU3561									
53105	9/3/2009	Utility	Dry Van	1UYV52539A909205	4KU3559									
53106	8/25/2009	Utility	Dry Van	1UYV52539A909206	4KU3560									
53107	1/25/2010	Utility	Dry Van	1UYV52539A909207	4KU3557									
53108	8/25/2009	Utility	Dry Van	1UYV52539A909208	4KU3552									
53109	9/4/2009	Utility	Dry Van	1UYV52539A909209	4KU3558									
53110	1/25/2010	Utility	Dry Van	1UYV52539A909210	4KU3554									
53111	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217004	4JX7087	CT	NDP33	2007	R8740073	Kubota	V2203	2007	7Q0331	70565783
53112	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217005	4JX7088	CT	NDP33	2007	R8740069	Kubota	V2203	2007	7Q0950	70565791
53113	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217006	4JX7089	CT	NDP33	2007	R8740065	Kubota	V2203	2007	7Q0838	70565937
53114	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217007	4JX7090	CT	NDP33	2007	R8740068	Kubota	V2203	2007	7Q0966	70565945
53115	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217008	4JX7091	CT	NDP33	2007	R8740051	Kubota	V2203	2007	7Q1040	70566275
53116	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217009	4JX7092	CT	NDP33	2007	R8740054	Kubota	V2203	2007	7Q2150	70569207
53117	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217010	4JX7093	CT	NDP33	2007	R8740074	Kubota	V2203	2007	7Q0624	70569215
53118	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217011	4JX7074	CT	NDP33	2007	R8730047	Kubota	V2203	2007	7I4165	70569223
53119	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217012	4JX7075	CT	NDP33	2007	R8740075	Kubota	V2203	2007	7Q0537	70569231
53120	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217013	4JX7076	CT	NDP33	2007	R8723109	Kubota	V2203	2007	7E3415	7056924X
53121	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217014	4JX7077	CT	NDP33	2007	R8740072	Kubota	V2203	2007	7Q0516	70569371
53122	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217015	4JX7078	CT	NDP33	2007	R8740055	Kubota	V2203	2007	7Q2215	70570140
53123	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217016	4JX7079	CT	NDP33	2007	R8740066	Kubota	V2203	2007	7Q0938	70570167
53124	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217017	4JX7080	CT	NDP33	2007	R8740077	Kubota	V2203	2007	7Q0516	70570183
53125	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217018	4JX7081	CT	NDP33	2007	R8740079	Kubota	V2203	2007	7Q0452	70570205
53126	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217019	4JX7082	CT	NDP33	2007	R8724132	Kubota	V2203	2007	7Q0452	7057023X
53127	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217020	4JX7083	CT	NDP33	2007	R8740067	Kubota	V2203	2007	7Q0921	70570248
53128	3/6/2009	Utility	53' V52RAC	1UYV52539U810301	4KH9287	Thermo King	Spectrum SB 50-2	2008	6001045631	Yanmar	TK 486V	2009	7V7871	7057037X
53129	3/6/2009	Utility	53' V52RAC	1UYV52539U810302	4KH9288	Thermo King	Spectrum SB 50-2	2008	6001045632	Yanmar	TK 486V	2009	7V7871	7057037X
53130	3/6/													

EQUIP #	INSTALL DATE	TRAILER		DMV VIN	LIC #	REEFER UNIT		REEFER UNIT MODEL	REEFER UNIT YR.	REEFER UNIT SN	ENGINE MFG.	ENGINE MODEL	REFERER		ENGINE SN	ARB ID #
		MANUFACTURER	TRAILER MODEL			MFG.	MODEL						YR	SN		
53143	1/25/2010	Utility	Dry Van	1UYV52535AP909201	4KU3553											
53144	9/3/2009	Utility	Dry Van	1UYV52537AF909202	4KU3555											
53145	8/31/2010	Utility	53' V52RAC	1UYV52534AU102301	4KW8433	Thermo King	Spectrum SB 50-2	2010	6001070402	YANMAR	TK486V	2010	K61017	102255326		
53146	8/31/2010	Utility	53' V52RAC	1UYV52536AU102302	4KW8432	Thermo King	Spectrum SB 50-2	2010	6001070399	YANMAR	TK486V	2010	K61044	102268193		
53147	4/30/2010	Utility	53' V52RAC	1UYV52534AU005101	4KU3097	Thermo King	Spectrum SB 50-2	2010	6001062577	YANMAR	TK486V	2010	K50758	102268223		
53148	4/30/2010	Utility	53' V52RAC	1UYV52536AU005102	4KU3098	Thermo King	Spectrum SB 50-2	2010	6001062571	YANMAR	TK486V	2010	K50215	102268258		
53149	4/30/2010	Utility	53' V52RAC	1UYV52538AU005103	4KU3099	Thermo King	Spectrum SB 50-2	2010	6001062576	YANMAR	TK486V	2010	K50770	102268290		
53150	4/30/2010	Utility	53' V52RAC	1UYV52534AU005104	4KY6550	Thermo King	Spectrum SB 50-2	2010	6001062570	YANMAR	TK486V	2010	K50139	102268339		
53151	4/30/2010	Utility	53' V52RAC	1UYV52531AU005105	4KY6551	Thermo King	Spectrum SB 50-2	2010	6001062572	YANMAR	TK486V	2010	K50642	102268371		
53152	4/30/2010	Utility	53' V52RAC	1UYV52533AU005106	4KY6552	Thermo King	Spectrum SB 50-2	2010	6001062573	YANMAR	TK486V	2010	K50735	102268428		
53153	4/30/2010	Utility	53' V52RAC	1UYV52535AU005107	4KY6553	Thermo King	Spectrum SB 50-2	2010	6001062574	YANMAR	TK486V	2010	K50646	102268495		
53154	4/30/2010	Utility	53' V52RAC	1UYV52537AU005108	4KY6554	Thermo King	Spectrum SB 50-2	2010	6001062578	YANMAR	TK486V	2010	K50709	102268959		
53155	4/30/2010	Utility	53' V52RAC	1UYV52539AU005109	4KY6556	Thermo King	Spectrum SB 50-2	2010	6001062575	YANMAR	TK486V	2010	K50782	102268967		
53156	4/30/2010	Utility	53' V52RAC	1UYV52535AU005110	4KY6555	Thermo King	Spectrum SB 50-2	2010	6001062568	YANMAR	TK486V	2010	K50197	102274525		
53157	8/31/2010	Utility	53' V52RAC	1UYV52538AU102303	4KW8431	Thermo King	Spectrum SB 50-2	2010	6001070398	YANMAR	TK486V	2010	K61022	10227455X		
53158	8/31/2010	Utility	53' V52RAC	1UYV52534AU102304	4KW8430	Thermo King	Spectrum SB 50-2	2010	6001070403	YANMAR	TK486V	2010	K61026	102274568		
53159	8/4/2010	Utility	53' V52RAC	1UYV52531AU102305	4KW8429	Thermo King	Spectrum SB 50-2	2010	6001070394	YANMAR	TK486V	2010	K60424	102274606		
53160	8/31/2010	Utility	53' V52RAC	1UYV52533AU102306	4KW8438	Thermo King	Spectrum SB 50-2	2010	6001070401	YANMAR	TK486V	2010	K61076	102274630		
53161	8/31/2010	Utility	53' V52RAC	1UYV52535AU102307	4KW8437	Thermo King	Spectrum SB 50-2	2010	6001070406	YANMAR	TK486V	2010	S02155	102274665		
53162	8/31/2010	Utility	53' V52RAC	1UYV52537AU102308	4KW8436	Thermo King	Spectrum SB 50-2	2010	6001070405	YANMAR	TK486V	2010	K60987	102274763		
53163	8/31/2010	Utility	53' V52RAC	1UYV52539AU102309	4KW8435	Thermo King	Spectrum SB 50-2	2010	6001070393	YANMAR	TK486V	2010	K60365	10227469X		
53164	8/31/2010	Utility	53' V52RAC	1UYV52535AU102310	4KW8434	Thermo King	Spectrum SB 50-2	2010	6001070404	YANMAR	TK486V	2010	K61000	102274703		
53165	8/31/2010	Utility	53' V52RAC	1UYV52537AU102311	4KW8439	Thermo King	Spectrum SB 50-2	2010	6001070392	YANMAR	TK486V	2010	V89805	102274738		
53166	8/31/2010	Utility	53' V52RAC	1UYV52539AU102312	4KW8440	Thermo King	Spectrum SB 50-2	2010	6001070400	YANMAR	TK486V	2010	K61012	102274754		
53167	8/31/2010	Utility	53' V52RAC	1UYV52530AU102313	4KW8441	Thermo King	Spectrum SB 50-2	2010	6001070395	YANMAR	TK486V	2010	K61492	102274789		
53168	8/31/2010	Utility	53' V52RAC	1UYV52532AU102314	4KW8442	Thermo King	Spectrum SB 50-2	2010	6001070396	YANMAR	TK486V	2010	K61464	102274800		
53169	8/31/2010	Utility	53' V52RAC	1UYV52534AU102315	4KW8443	Thermo King	Spectrum SB 50-2	2010	6001070397	YANMAR	TK486V	2010	K61412	102274827		
53500	4/30/2010	Utility	53' V52RAC	1UYV52535AU005401	4KU3095	Thermo King	Spectrum SB 50-3	2010	6001062569	YANMAR	TK486V	2010	K50209	102274835		
53501	4/30/2010	Utility	53' V52RAC	1UYV52537AU005402	4KU3096	Thermo King	Spectrum SB 50-3	2010	6001062579	YANMAR	TK486V	2010	K50778	102279527		
53502	2/18/2011	Utility	53' V52RAC	1UYV52534AU203701	4U7474	Thermo King	Spectrum SB 50-3	2011	6001080796	YANMAR	TK486V	2011	T41359	12435866		
53503	2/18/2011	Utility	53' V52RAC	1UYV52534AU203702	4U7475	Thermo King	Spectrum SB 50-3	2011	6001080793	YANMAR	TK486V	2011	T41350	12435874		
53504	2/18/2011	Utility	53' V52RAC	1UYV52534AU203703	4U7476	Thermo King	Spectrum SB 50-3	2011	6001080782	YANMAR	TK486V	2011	T40171	12435882		
53505	2/18/2011	Utility	53' V52RAC	1UYV52534AU203704	4U7477	Thermo King	Spectrum SB 50-3	2011	6001080795	YANMAR	TK486V	2011	T41355	12435890		
53506	2/18/2011	Utility	53' V52RAC	1UYV52537AU203705	4U7471	Thermo King	Spectrum SB 50-3	2011	6001080784	YANMAR	TK486V	2011	T40228	12436714		
53507	2/18/2011	Utility	53' V52RAC	1UYV52539AU203706	4U7466	Thermo King	Spectrum SB 50-3	2011	6001080783	YANMAR	TK486V	2011	T39964	12435912		
53508	2/18/2011	Utility	53' V52RAC	1UYV52534AU203707	4U7467	Thermo King	Spectrum SB 50-3	2011	6001080785	YANMAR	TK486V	2011	T40257	12436676		
53509	2/18/2011	Utility	53' V52RAC	1UYV52532AU203708	4U7468	Thermo King	Spectrum SB 50-3	2011	6001080786	YANMAR	TK486V	2011	T40264	12436692		
53510	2/18/2011	Utility	53' V52RAC	1UYV52534AU203709	4U7469	Thermo King	Spectrum SB 50-3	2011	6001080788	YANMAR	TK486V	2011	T40292	12436714		
53511	2/18/2011	Utility	53' V52RAC	1UYV52530AU203710	4U7470	Thermo King	Spectrum SB 50-3	2011	6001080791	YANMAR	TK486V	2011	T41227	12436722		
53512	2/18/2011	Utility	53' V52RAC	1UYV52532AU203711	4U7472	Thermo King	Spectrum SB 50-3	2011	6001080787	YANMAR	TK486V	2011	T40320	12436749		
53513	2/18/2011	Utility	53' V52RAC	1UYV52534AU203712	4U7473	Thermo King	Spectrum SB 50-3	2011	6001080790	YANMAR	TK486V	2011	T40313	12436757		
53514	3/11/2011	Utility	53' V52RAC	1UYV52536AU203713	4LM3520	Thermo King	Spectrum SB 50-3	2011	6001080789	YANMAR	TK486V	2011	T40238	12461204		
53515	3/11/2011	Utility	53' V52RAC	1UYV52538AU203714	4LM3521	Thermo King	Spectrum SB 50-3	2011	6001080805	YANMAR	TK486V	2011	T41726	12461247		
53516	3/11/2011	Utility	53' V52RAC	1UYV52534AU203715	4LM3522	Thermo King	Spectrum SB 50-3	2011	6001080806	YANMAR	TK486V	2011	T41730	1246128X		
53517	9/15/2010	Utility	53' V52RAC	1UYV52539AU130501	4LH6074	Thermo King	Spectrum SB 50-3	2010	6001074350	YANMAR	TK486V	2010	K65963	10241212X		
53518	9/15/2010	Utility	53' V52RAC	1UYV52534AU130502	4LH6073	Thermo King	Spectrum SB 50-3	2010	6001074356	YANMAR	TK486V	2010	K65143	102412235		
53519	9/15/2010	Utility	53' V52RAC	1UYV52532AU130503	4LH6072	Thermo King	Spectrum SB 50-3	2010	6001074347	YANMAR	TK486V	2010	K65958	102412278		
53520	9/15/2010	Utility	53' V52RAC	1UYV52534AU130504	4LH6071	Thermo King	Spectrum SB 50-3	2010	6001074351	YANMAR	TK486V	2010	K66020	102412286		
53521	9/15/2010	Utility	53' V52RAC	1UYV52536AU130505	4LH6070	Thermo King	Spectrum SB 50-3	2010	6001074349	YANMAR	TK486V	2010	K65985	102412324		
53522	9/15/2010	Utility	53' V52RAC	1UYV52538AU130506	4LH6076	Thermo King	Spectrum SB 50-3	2010	6001074352	YANMAR	TK486V	2010	K65950	102412332		
53523	9/15/2010	Utility	53' V52RAC	1UYV52531AU130507	4LH6075	Thermo King	Spectrum SB 50-3	2010	6001074355	YANMAR	TK486V	2010	K65534	102412340		
53524	9/15/2010	Utility	53' V52RAC	1UYV52531AU130508	4LH6603	Thermo King	Spectrum SB 50-3	2010	6001074359	YANMAR	TK486V	2010	K66823	102412359		
53525	9/15/2010	Utility	53' V52RAC	1UYV52533AU130509	4LH6605	Thermo King	Spectrum SB 50-3	2010	6001074353	YANMAR	TK486V	2010	K65932	102412375		
53526	9/15/2010	Utility	53' V52RAC	1UYV52531AU130510	4LH6607	Thermo King	Spectrum SB 50-3	2010	6001074354	YANMAR	TK486V	2010	K65138	102412383		
53527	9/15/2010	Utility	53' V52RAC	1UYV52531AU130511	4LH6607	Thermo King	Spectrum SB 50-3	2010	6001074348	YANMAR						

EQUIP #	INSTALL DATE	TRAILER		TRAILER MODEL	DMV VIN	LIC #	REEFER UNIT		REEFER UNIT YR.	ENGINE MFGR.	ENGINE MODEL	REEFER		ARB ID #
		MANUFACTURER					MFGR.	MODEL				MODEL	SN	
53564	4/1/2012	Utility		53' V52RAC	1UYVS2537DU475708	4LW4099	Thermo King	Spectrum SB 50-3	2012	6001107058	YANMAR	TK486V	2012	12308220X
53565	4/1/2012	Utility		53' V52RAC	1UYVS2539DU475709	4LW4098	Thermo King	Spectrum SB 50-3	2012	6001107059	YANMAR	TK486V	2012	123082218
53566	4/1/2012	Utility		53' V52RAC	1UYVS2535DU475710	4LW4097	Thermo King	Spectrum SB 50-3	2012	6001107063	YANMAR	TK486V	2012	123082226
53567	4/1/2012	Utility		53' V52RAC	1UYVS2537DU475711	4LW4096	Thermo King	Spectrum SB 50-3	2012	6001107061	YANMAR	TK486V	2012	123082242
53568	4/1/2012	Utility		53' V52RAC	1UYVS2539DU475712	4LW4095	Thermo King	Spectrum SB 50-3	2012	6001107055	YANMAR	TK486V	2012	123082250
53569	4/1/2012	Utility		53' V52RAC	1UYVS2530DU475713	4LW4094	Thermo King	Spectrum SB 50-3	2012	6001107062	YANMAR	TK486V	2012	123082269
53570	4/1/2012	Utility		53' V52RAC	1UYVS2532DU475714	4LW4093	Thermo King	Spectrum SB 50-3	2012	6001107064	YANMAR	TK486V	2012	123082277
53571	4/1/2012	Utility		53' V52RAC	1UYVS2534DU475715	4LW4092	Thermo King	Spectrum SB 50-3	2012	6001107057	YANMAR	TK486V	2012	123082285
53572	7/1/2012	Utility		53' V52RAC	1UYVS2533DU584201	4MF7788	Thermo King	Spectrum SB 50-3	2012	6001062330	YANMAR	TK486V	2012	123223180
53573	7/1/2012	Utility		53' V52RAC	1UYVS2535DU584202	4MF7789	Thermo King	Spectrum SB 50-3	2012	6001113986	YANMAR	TK486V	2012	123225418
53574	7/1/2012	Utility		53' V52RAC	1UYVS2537DU584203	4MF7790	Thermo King	Spectrum SB 50-3	2012	6001113987	YANMAR	TK486V	2012	123225434
53575	7/1/2012	Utility		53' V52RAC	1UYVS2539DU584204	4MF7791	Thermo King	Spectrum SB 50-3	2012	6001062335	YANMAR	TK486V	2012	123225450
53576	7/1/2012	Utility		53' V52RAC	1UYVS2530DU584205	4MF7792	Thermo King	Spectrum SB 50-3	2012	6001062328	YANMAR	TK486V	2012	123225477
53577	7/1/2012	Utility		53' V52RAC	1UYVS2532DU584206	4MF8351	Thermo King	Spectrum SB 50-3	2012	6001062327	YANMAR	TK486V	2012	123082161
53578	7/1/2012	Utility		53' V52RAC	1UYVS2534DU584207	4MF8350	Thermo King	Spectrum SB 50-3	2012	6001062337	YANMAR	TK486V	2012	123225493
53579	7/1/2012	Utility		53' V52RAC	1UYVS2536DU584208	4MF7799	Thermo King	Spectrum SB 50-3	2012	6001062333	YANMAR	TK486V	2012	12322554X
53580	7/1/2012	Utility		53' V52RAC	1UYVS2538DU584209	4MF7798	Thermo King	Spectrum SB 50-3	2012	6001062336	YANMAR	TK486V	2012	123225558
53581	7/1/2012	Utility		53' V52RAC	1UYVS2534DU584210	4MF7797	Thermo King	Spectrum SB 50-3	2012	6001113985	YANMAR	TK486V	2012	123225566
53582	7/1/2012	Utility		53' V52RAC	1UYVS2536DU584211	4MF7796	Thermo King	Spectrum SB 50-3	2012	6001062332	YANMAR	TK486V	2012	123225574
53583	7/1/2012	Utility		53' V52RAC	1UYVS2538DU584212	4MF7795	Thermo King	Spectrum SB 50-3	2012	6001113984	YANMAR	TK486V	2012	123225590
53584	7/1/2012	Utility		53' V52RAC	1UYVS253XDU584213	4MF7794	Thermo King	Spectrum SB 50-3	2012	6001062329	YANMAR	TK486V	2012	123225604
53585	7/1/2012	Utility		53' V52RAC	1UYVS2531DU584214	4MF8352	Thermo King	Spectrum SB 50-3	2012	6001062331	YANMAR	TK486V	2012	123225612
53587	3/1/2013	Utility		53' V52RAC	1UYVS2532DU631301	4MJ7743	Thermo King	Spectrum SB 50-3						
53588	3/1/2013	Utility		53' V52RAC	1UYVS2534DU631302	4MJ7742	Thermo King	Spectrum SB 50-3						
53589	3/1/2013	Utility		53' V52RAC	1UYVS2536DU631303	4MJ7741	Thermo King	Spectrum SB 50-3						
53590	3/1/2013	Utility		53' V52RAC	1UYVS2538DU631304	4MJ7740	Thermo King	Spectrum SB 50-3						
53591	3/1/2013	Utility		53' V52RAC	1UYVS253XDU631305	4MJ8502	Thermo King	Spectrum SB 50-3						
53592	3/1/2013	Utility		53' V52RAC	1UYVS2531DU631306	4MJ8501	Thermo King	Spectrum SB 50-3						
53593	3/1/2013	Utility		53' V52RAC	1UYVS2533DU631307	4MJ8500	Thermo King	Spectrum SB 50-3						
53594	3/1/2013	Utility		53' V52RAC	1UYVS2535DU631308	4MJ7744	Thermo King	Spectrum SB 50-3						
53595	3/1/2013	Utility		53' V52RAC	1UYVS2537DU631309	4MJ7746	Thermo King	Spectrum SB 50-3						
53596	3/1/2013	Utility		53' V52RAC	1UYVS2533DU631310	4MJ7745	Thermo King	Spectrum SB 50-3						
53597	3/1/2013	Utility		53' V52RAC	1UYVS2535DU631311	4MJ9215	Thermo King	Spectrum SB 50-3						
53598	3/1/2013	Utility		53' V52RAC	1UYVS2537DU631312	4MJ8503	Thermo King	Spectrum SB 50-3						
53599	3/1/2013	Utility		53' V52RAC	1UYVS2539DU631313	4MJ7749	Thermo King	Spectrum SB 50-3						
53600	3/1/2013	Utility		53' V52RAC	1UYVS2530DU631314	4MJ7748	Thermo King	Spectrum SB 50-3						
53601	3/1/2013	Utility		53' V52RAC	1UYVS2532DU631315	4MJ7747	Thermo King	Spectrum SB 50-3						

**Exhibit II**

**Gamble Affidavits**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

_____	)	
In Re:	)	Chapter 11
	)	
FRESH & EASY, LLC	)	Case No. 15-12220 (CSS)
	)	
Debtor	)	

**AFFIDAVIT OF VENICE J. GAMBLE, II**  
**IN SUPPORT OF APPLICATION FOR AUTHORITY TO RETAIN AND EMPLOY**  
**MAYNARD'S INDUSTRIES (1991), INC. AS APPRAISER AND AUCTIONEER**

I, Venice J. Gamble, II, being first duly sworn and deposed state:

1. I am the Director of Legal and Business Development and Affairs of Maynard's Industries (1991), Inc. one of two joint venture parties contemplated to be retained by the Debtor as auctioneer (the "Auctioneer") to liquidate specified assets at the Debtor's distribution center.

2. The Auctioneer is duly authorized and licensed to conduct auction sales.

3. The Auctioneer is qualified to conduct a public auction for the debtor-in-possession Fresh & Easy, LLC (the "Debtor") as the Auctioneer is a reputable firm that has auctioned a wide range of assets including tens of thousands of trailers and other rolling stock.

4. Neither I nor any member of my firm holds or represents any interest adverse to the Debtor.

5. Attached as Exhibit 1 hereto is a list of parties in interest searched by Maynard's Industries (1991), Inc. in connection with its proposed retention as Auctioneer. Neither I, nor my firm, have any connections with the Debtor, its creditor, or any other party in interest, or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

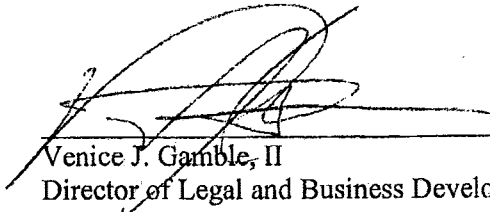
6. Each member of my firm is a "disinterested person" as that term is defined in 11 U.S.C. § 101(14).



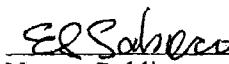
7. Other than my firm's joint venture partner, Industrial Assets Corp., I have not agreed to share with any person, except members of my firm, the compensation to be paid for services rendered in this case.

8. I shall amend this statement immediately upon my learning that (A) any of the within representations is incorrect or (B) there is any change of circumstances relating thereto.

I declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Venice J. Gamble, II  
Director of Legal and Business Development

Subscribed and sworn to before me  
this 4th day of November, 2015

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

6/17/2018

# **EXHIBIT 1**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In Re:

FRESH & EASY, LLC

Debtor

)  
) Chapter 11  
)  
) Case No. 15-12220 (CSS)  
)  
)

**AFFIDAVIT OF VENICE J. GAMBLE, II**  
**IN SUPPORT OF APPLICATION FOR AUTHORITY TO RETAIN AND EMPLOY**  
**MAYNARD'S INDUSTRIES (1991), INC. AS APPRAISER AND AUCTIONEER**

I, Venice J. Gamble, II, being first duly sworn and deposed state:

1. I am the Director of Legal and Business Development and Affairs of Maynard's Industries (1991), Inc. one of two joint venture parties contemplated to be retained by the Debtor as auctioneer (the "Auctioneer") to liquidate specified assets at the Debtor's distribution center.

2. The Auctioneer is duly authorized and licensed to conduct auction sales.

3. The Auctioneer is qualified to conduct a public auction for the debtor-in-possession Fresh & Easy, LLC (the "Debtor") as the Auctioneer is a reputable firm that has auctioned a wide range of assets including tens of thousands of trailers and other rolling stock.

4. Neither I nor any member of my firm holds or represents any interest adverse to the Debtor.

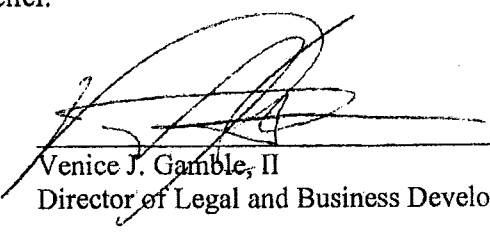
5. Attached as Exhibit 1 hereto is a list of parties in interest searched by Maynard's Industries (1991), Inc. in connection with is proposed retention as Auctioneer. Neither I, nor my firm, have any connections with the Debtor, its creditor, or any other party in interest, or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

6. Each member of my firm is a "disinterested person" as that term is defined in 11 U.S.C. § 101(14).

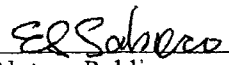
7. Other than my firm's joint venture partner, Industrial Assets Corp., I have not agreed to share with any person, except members of my firm, the compensation to be paid for services rendered in this case.

8. I shall amend this statement immediately upon my learning that (A) any of the within representations is incorrect or (B) there is any change of circumstances relating thereto.

I declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Venice J. Gamble, II  
Director of Legal and Business Development

Subscribed and sworn to before me  
this 4th day of November, 2015

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

6/17/2018

# **EXHIBIT 1**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

	)	
In Re:	)	Chapter 11
	)	
FRESH & EASY, LLC	)	Case No. 15-12220 (CSS)
	)	
Debtor	)	

**AFFIDAVIT OF VENICE J. GAMBLE, II**  
**IN SUPPORT OF APPLICATION FOR AUTHORITY TO RETAIN AND EMPLOY**  
**INDUSTRIAL ASSETS CORP. AS APPRAISER AND AUCTIONEER**

I, Venice J. Gamble, II, being first duly sworn and deposed state:

1. I am the Director of Legal and Business Development and Affairs of Industrial Assets Corp. one of two joint venture parties contemplated to be retained by the Debtor as auctioneer (the "Auctioneer") to liquidate specified assets at the Debtor's distribution center.

2. The Auctioneer is duly authorized and licensed to conduct auction sales.

3. The Auctioneer is qualified to conduct a public auction for the debtor-in-possession Fresh & Easy, LLC (the "Debtor") as the Auctioneer is a reputable firm that has auctioned a wide range of assets including tens of thousands of trailers and other rolling stock.

4. Neither I nor any member of my firm holds or represents any interest adverse to the Debtor.


5. Attached hereto as Exhibit 1 hereto is a list of parties in interest searched by Industrial Assets Corp. in connection with its proposed retention as Auctioneer. Neither I, nor my firm, have any connections with the Debtor, its creditor, or any other party in interest, or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

6. Each member of my firm is a "disinterested person" as that term is defined in 11 U.S.C. § 101(14).

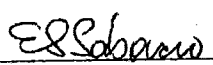
7. Other than my firm's joint venture partner, Maynard's Industries (1991), Inc., I have not agreed to share with any person, except members of my firm, the compensation to be paid for services rendered in this case.

8. I shall amend this statement immediately upon my learning that (A) any of the within representations is incorrect or (B) there is any change of circumstances relating thereto.

I declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Venice J. Gamble, II  
Director of Legal and Business Development

Subscribed and sworn to before me  
this 4<sup>th</sup> day of November, 2015

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

6/17/2018

# **EXHIBIT 1**



**IN RE FRESH & EASY, LLC**

**SCHEDULE 1**  
**List of Potential Interested Parties**

**Debtors**

Fresh & Easy, LLC

**Non-Debtor Affiliates and Equity Holders of Affiliates**

YFE Holdings, Inc.  
FEFOS, LLC  
The Yucaipa Companies, LLC  
Fresh Foods, LLC  
FEF Holdings, LLC  
Ronald W. Burkle  
EM-50E UAV, LLC  
Fresh & Easy Neighborhood Market, Inc.  
Tesco Treasury Services, PLC

**Other Names Used by Debtors**

Y-Opco, LLC  
Campus Opco, LLC

**Case Professionals**

Cole Schotz P.C.  
Epiq Systems, Inc.  
DJM Realty Services, LLC  
FTI Consulting, Inc.  
Hilco Merchant Resources LLC  
Young Conaway Stargatt & Taylor, LLP

**Professionals of Non-Debtor Affiliates**

Gibson, Dunn & Crutcher LLP

**Banks**

Wells Fargo Bank, National Association

**Litigation Parties**

Aurora Arellanes  
Camden Holdings LLC  
Ethanson Investment LLC  
Grand Plaza LLC  
Iris Partners LLC  
Jeffrey D. Kabakoff & Maria V. Kabakoff Trustee  
Lori Kerr  
Marco Ibarra

Mary Simpkins  
North River Investments LLC  
Prudential Overall Supply  
Riverside County District Attorney's Office  
Roger Oxford  
San Diego City Attorney's Office  
San Diego County District Attorney's Office  
WLP Regency Park Plaza LLC

**IN RE FRESH & EASY, LLC**

**Top 30 Creditors**

AMC Direct Inc., DBA AMC Fazio  
Andrew Williamson Fresh Produce  
Bunzl Distribution of California, LLC  
C & F Foods, Inc.  
CH Robinson Worldwide, Inc.  
Clement Pappas & Co Inc.  
The Coca-Cola Company  
DPI Specialty Foods West, Inc.  
Elite Flower Services  
Foster Farms Dairy  
Frito-Lay North America, Inc.  
Fuji Food Product, Inc.  
Hidden Villa Ranch  
Ignited, LLC  
ITEK Services, Inc.

JBS USA, LLC  
Johanna Beverage Company  
National Steak & Poultry  
Niagara Bottling, LLC  
Overhill Farms, Inc.  
Pak West Paper and Packaging  
Prologis USLV  
Ryder Integrated Logistics, Inc.  
Santa Monica Seafood Company  
Snak King Corp  
Stremicks Heritage Foods, LLC  
Youngs Market Co. CA  
Two Chefs On A Roll, Inc.  
Unified Grocers Inc.  
United Natural Food West Inc.

**Material Contracts and Significant Vendors**

Baronie NV/SA  
California Dairies, Inc.  
CitiStaff Solutions, Inc.  
Commonwealth Dairy, LLC  
Del Monte Fresh Produce N.A., Inc.  
Del Real Foods, LLC  
Design Fabrication, Inc.  
EM-50 UAV SLBCO LLC  
Field Fresh Foods, Inc.  
Fortress Investment Group LLC  
Fusion Floral, LLC  
General Mills, Inc.  
Gold Coast Baking Co, Inc.  
Great Lakes Cheese Co., Inc.  
Green Mountain Coffee Roasters / Keurig Green Mountain, Inc.  
Green Thumb Produce  
Harvest Meat Company, Inc.  
Interactive Communications International, Inc.  
International Paper  
Jack H Caldwell and Sons, Inc.

Jacobs Farm / Del Cabo, Inc.  
Jones Lang LaSalle Americas Inc.  
Kraft Foods Group, Inc.  
MM USA  
National Retail Service Group, Inc.  
National Union Fire Insurance Company of Pittsburgh  
NESTLE USA  
Pepsi Cola  
Plumrose USA, Inc.  
Primary Color Systems Corp  
Procter & Gamble Co.  
Progressive Produce Corporation  
Quaker Sales & Distribution, Inc.  
Savvis Inc.  
Southern Wine & Spirits of America, Inc.  
Summerland Foods, Inc.  
Taylor Farms Retail, Inc.  
Tropicana Chilled DSD  
Wild Oats Foods, LLC  
Wyndeham Kestrel Ltd.

**IN RE FRESH & EASY, LLC**

**Current & Former Managers & Officers**

Catherine Schneider  
James W. Keyes  
Mark Champagne  
Mark Lodge  
Mary M. Kasper  
Peter McPhee  
Richard E. Newsted  
Robert P. Bermingham  
Steve Mortensen  
Terrence J. Wallock

**Current & Former Managers & Officers of Non-Debtor Affiliates**

Dereck Walker  
Henry Orren  
Ira Tochner  
Stephanie Bond  
Steve Mortensen

**Lease Counterparties**

15630 VENTURA HASKELL HOLDINGS LLC	KRG LAS VEGAS CENTENNIAL GATEWAY LLC
2800 WILSHIRE LLC	LA ALAMEDA LLC
320 SOUTH ALVARADO LLC C/O CBM #2963	LAKEMOOR PROPERTIES LLC
ADAMS 936 COMMERCIAL LLC	LAKEWOOD MARKETPLACE LLC
ALBERT K FUJISAWA	LEWIS OPERATING CORP
ALTAPO BELWOOD LLC	LIN ESTATE INC
AMSTED RESIDUALS LLC	LIVELY TRUST
ANGELO KOROS & PARRY KOROS TTEES OF KOROS TRUST	LT INVESTMENTS LLC
ANNENBERG LIMITED PARTNERSHIP	M.F. DAILY CORPORATION
ARCADIA RETAIL LLC	MACQUARIE COUNTRYWIDE-REGENCY II LLC
ARLINGTON SQUARE LP	MAR LLC
ATOGA LLC	MARY BARTSAS 15 LLC
BANK OF AMERICA AS TRUSTEE OF THE TUA WILLIAM J KNIGHT LIVING TR	MAVERICK HOLDING LLC
BDC SKYWEST LP	MCCONICA 2260 LLC
BELTWAY ASSOCIATES LTD	MISSION SQUARE WILLOW GLEN SHOPPING CENTER
BOAS LAGUNA VILLAGE LLC	MJL PACKER VENTURA LLC
BRIMHALL GROUP LLC	MLJ CAPITAL PARTNERS, LLC
BRIXTON CALIMESA LLC	MON MON LLC
BUCHANAN CROSSROADS II LP	MONTEREY PROPERTY ASSOCIATES ANAHEIM, LLC
BUIE 4S CENTER 2 LLC	MOULTON PLAZA, LLC

**IN RE FRESH & EASY, LLC**

CAMDEN HOLDINGS LLC  
CATALINA TALBOT PROPERTIES LLC  
CENTENNIAL COMMERCE LLC  
CENTRO NP LLC  
CHERRY GARDENA LLC  
CHRISTINA M MCDONALD 1998 TRUST  
CITRUS CROSSING PROPERTIES FEE LLC  
CLAYTON VALLEY SHOPPING CENTER LLC  
CNT INVESTMNETS LLC  
COMMERCIAL FACILITIES INC (CFI)  
CONTINENTAL 1700 ROSECRANS  
CORPORATION  
CRE7, LLC  
CVS 2989 LAS VEGAS LLC  
CVS CAREMARK CORPORATION  
CVS EGL 12TH PHOENIX AZ, LLC (NO.7851)  
CVS EGL WEST UNION HILLS AZ LLC  
DAILY ARCADE LLC  
DANIEL J DICARLO TRUSTEE DBA THE  
SALVADORE S SANCHEZ  
DEL-CAMP INVESTMENTS INC  
DRAWBRIDGE SPECIAL OPPORTUNITES  
FUND LP  
EMPRESS GROUP LLC  
EMSER INTERNATIONAL LLC  
ENDURO LLC  
EPR CAPITAL RESOURCES, LLC  
ESSEX JAYSAC TASMAN LP  
ETHANSON INVESTMENT LLC  
EUCLID ONTARIO DEVELOPMENT LLC  
FALLBROOK PLAZA LLC  
FPA HAYWARD ASSOCIATES LP  
FURST ENTERPRISES GROUP B LLC  
GALLERIA ORANGE LLC  
GAM VENTURE ONE LLC  
GEORGE G ROBERTS INTER VIVOS TRUST  
GGT INVESTMENTS COMPANY  
GLOBE PROPERTIES / DHM DEVELOPMENT  
GOLDEN HEIGHTS INVESTMENT LLC  
GOLDEN MILE INVESTMENT COMPANY  
GOLDENROCK INVESTMENT INC  
GORDON RANCH MARKETPLACE LLC  
GRAND PLAZA LLC  
GREEN VALLEY SHOPPING CENTER  
GVD COMMERCIAL PROPERTIES INC  
GW PARAMOUNT INVESTMENT LLC  
HARBOR MESA LLC  
HIGHLANDER CENTER LLC

MUSTANG SQUARE LLC  
NMC WHITTIER LLC  
NORTH RIVER INVESTMENTS LLC  
NORTHERN 12 LLC  
NUKUNTHORN DARAKANANDA  
ORANGE SQUARE LLC  
ORANGETHORPE DFWU LLC  
OUTPOST VILLAGE LLC  
PAR MANAGEMENT  
PETSMART, INC.  
PICO RIVERA MARKETPLACE  
PLAZA SORRENTO PARTNERS LLC  
PONDER LIMITED LIABILITY COMPANY  
PRJL CORONA LLC  
R&R MANAGEMENT LLC  
RANCHO DIAMONTE INC  
REA MODESTO LP  
REGENCY CENTERS  
ROUSSEY FAMILY PARTNERSHIP  
RTOWN INVESTORS LLC  
SHP PACIFICA LLC  
SOLARI ENTERPRISES INC.  
SORAYA LLC GREEN HILLS PLAZA  
SPECIAL SERVICES ASSET MANAGEMENT  
COMPANY  
SPORTS AUTHORITY  
STOCKDALE PLAZA LLC  
STREET RETAIL WEST 7 LP  
SUPER LLC  
SVF AT FIRST SAN JOSE CORPORATION  
SYLMAR PLAZA SHOPPING CENTER INC  
TALLEN KESHEN BAY AREA RETAIL LLC  
TEC PROPERTY MANAGEMENT INC  
TENYA MB LLC  
THE ABBEY COMPANY  
THE KLEIN GROUP  
THE LOTTIE A MOORE FAMILY TRUST  
THIRD STREET PLAZA LLC  
THOMAS WINERY PLAZA PROPERTY  
OWNER LLC  
THOMPSON NATIONAL PROPERTIES, LLC  
TKG NORDHOFF TAMPA PLAZA LLC  
TR COSTA MESA COURTYARDS LLC  
TROJAN DEVELOPMENT ASSOCIATES III  
LLC  
TROP & JONES LLC  
TURNER ISLAND FARMS  
TUSCANY SQUARE PARTNERS LLC

**IN RE FRESH & EASY, LLC**

HINDS INVESTMENTS LP  
HOWARD M EVANS  
HUNTINGTON GARDENS LLC DBA SUNRISE  
WAY CENTER  
INDIAN RIVER PLAZA LLC  
INDUSTRY EAST LAND RETAIL II LLC  
IRIS PARTNERS LLC  
J WOOD VENTURES LLC  
JACOB M PEYSER  
JEFFREY D. KABAKOFF & MARIA V.  
KABAKOFF TRUSTEE  
JEWELRY CENTER LLC  
JOHN MCGRATH FAMILY PARTNERSHIP  
JW RICH INVESTMENT CO  
JYW PROPERTIES, L.P.  
KABAKOFF FAMILY TRUST  
KENNETH MORGAN III AND CALLAN IRVIN  
TRUSTEES MORGAN FAMILY TRUST DTD  
2-18-10  
KERN RIVER PARTNERS LLC  
KITE FAMILY LIMITED PARTNERSHIP

VALLEY FIELD RIDING & POLO CLUB  
VFR&P PROPERTIES LLC  
VICTORIA LAND PARTNERS LP  
VINE STREET PLAZA LP  
VISTA LUCKY PLAZA  
VK MAJOR ONE, LLC  
WALGREEN CO  
WCPP CT LLC  
WENDY VETO LLC  
WESTERN MALLS, LLC  
WIGWAM R.A. LLC  
WILD WEST WESTMINISTER LTD  
WILSON UNIVERSITY GATEWAY LLC  
WLP REGENCY PARK PLAZA LLC  
YOG LLC  
ZR RIVER PARK LLC

**Insurance Providers and Related Parties**

ACE  
Arch Insurance Company  
Arch Specialty Insurance Company  
Argonaut Great Central Ins. Co.  
Axis Surplus Ins. Co.  
Beazley Insurance Company  
Chubb  
Colony Ins. Co.  
Endurance American Specialty Ins. Co.  
Everest Indemnity Ins. Co.  
Federal Insurance Co.  
Great American Insurance Group  
Hiscox Ins. Co. Ltd.  
Indian Harbor Ins. Co.

Intl. Ins. Co. of Hannover SE  
Ironshore Indemnity Inc.  
Ironshore Specialty Ins. Co.  
Landmark American Ins. Co.  
Liberty Ins. Underwriters Inc.  
Liberty Surplus Ins. Co.  
Lockton Insurance Brokers, LLC  
North American Elite Insurance Co.  
Premium Financing Corporation\  
Swiss Re  
United Specialty Ins. Co.  
Westchester Fire Insurance Company  
Westchester Surplus Lines Insurance Company  
Zurich American Ins. Co.

**IN RE FRESH & EASY, LLC**

**Utilities**

Allied Waste Services  
Anderson (Rubbish) Disposal Service  
Arizona Public Service  
Athens Services  
Azusa Light and Water  
Burbank Water & Power  
Burrtec Waste & Recycling Services  
Burrtec Waste Industries Inc.  
California American Water  
California Water Service Company  
Calmet Services  
Chino Hills Disposal  
City of Alhambra  
City of Anaheim  
City of Antioch  
City of Arcadia Water  
City of Avondale  
City of Bakersfield  
City of Brentwood  
City of Buena Park  
City of Camarillo  
City of Chandler  
City of Clovis  
City of Corona  
City of Covina  
City of Downey  
City of Fountain Valley  
City of Fresno  
City of Fullerton  
City Of Garden Grove  
City of Glendora  
City of Hayward  
City of Henderson Water  
City of Industry  
City of La Habra  
City of Lakewood  
City of Las Vegas - Sewer  
City of Lemoore  
City of Lompoc  
City of Long Beach  
City of Manhattan Beach  
City of Mesa  
City of Mountain View  
City of Napa  
City of North Las Vegas  
City of Oceanside  
City of Ontario  
City of Orange  
City of Oxnard

CR&R Incorporated  
Cucamonga Valley Water District  
Desert Water Agency  
E.J.Harrison & Sons Inc.  
East Bay Municipal Utility District  
Eastern Municipal Water District  
Edco Disposal Corporation  
Edco Waste & Recycling Service  
Edco Waste Services  
El Toro Water District  
Elsinore Valley Municipal Water District  
Fairfield Municipal Utilities  
Fallbrook Waste & Recycling  
Fontana Water Company  
Garden Grove Disposal  
GI Industries  
Golden State Water Company  
Goleta Water District  
Helix Water District  
Imperial Irrigation District  
Indio Water Authority  
Industry Public Utility Commission – IPUC  
Irvine Ranch Water District  
Jurupa Community Services District  
Lakeside Water District  
Las Vegas Valley Water District  
Los Angeles Department of Water And Power  
M G Disposal  
Marborg Industries  
Mesa Consolidated Water District  
Moreno Valley Utility  
Nasa Services, Inc.  
Noble Americas Energy Solutions  
NRWS Collections  
NV Energy  
Oak Park Water Service  
Olivenhain Municipal Water District  
Otay Water District  
Palm Springs Disposal Services  
Palms Springs Sanitation  
Park Disposal  
Park Water Company  
PG&E  
Pico Water District  
Pleasant Valley Mutual Water Company  
Pleasanton Garbage Service  
Rainbow Disposal  
Rancho Disposal Services, Inc.  
Recology of The Coast

**IN RE FRESH & EASY, LLC**

City of Peoria  
City of Phoenix  
City of Rancho Cucamonga  
City of Reedley  
City of Riverside  
City of San Diego  
City of San Jose  
City of San Luis Obispo  
City of Santa Barbara  
City of Santa Monica Water Resources Div  
City of Scottsdale  
City of Seal Beach  
City of Signal Hill  
City of Sunnyvale  
City of Tempe  
City of Thousand Oaks  
City of Torrance Utilities  
City of Upland  
City of Ventura  
City of Whittier  
Clark County Water Reclamation District  
Coachella Valley Water  
Compton Municipal Water Dept.  
Concord Disposal Service  
Consolidated Disposal  
Contra Costa Water District

Recology Vacaville Solano  
Republic Services  
Salt River Proj Ag I & P Dist  
San Diego Gas & Electric  
San Jose Water Company  
San Luis Garbage Co  
Sandstone Rentals  
SFPUC  
Signal Hill Disposal (EDCO Disposal)  
So Cal Gas  
Southern California Edison Company  
Southwest Gas  
Suburban Water Systems  
Sunset Scavenger Company  
Superior Sanitation Service Inc.  
Sweetwater Authority  
Town of Gilbert  
Trico Disposal  
Universal Waste Systems Inc.  
Vista Irrigation District  
Walnut Valley Water District  
Ware Disposal Inc.  
Waste Management  
Western Municipal Water District  
Yucaipa Disposal, Inc.  
Yucaipa Valley Water District  
Yukon Disposal Service

**Lenders of Debtor and Non-Debtor Affiliates**

Tesco PLC  
Tesco Treasury Services PLC  
Wells Fargo Bank, National Association

**Letters of Credit Issuers and Beneficiaries**

2800 Wilshire, LLC  
Argonaut Insurance Co.  
  
Bank One Corporation  
Midland Loan Services, L.P.  
National Union Fire Insurance Co. of Pittsburgh  
Omninet Hamilton, LP  
Optimus Property Management, LLC

Pacific Gas and Electric Company  
Salt River Project Agricultural Improvement and  
Power District  
Southern California Edison  
State of Nevada  
Trop & Jones, LLC  
Wells Fargo Bank, N.A.

**IN RE FRESH & EASY, LLC**

**Taxing Authorities**

Arizona Department of Revenue	City of Scottsdale
California State Board of Equalization	City of Tempe
City of Avondale	Nevada Department of Taxation
City of Chandler	City of Phoenix
City of Mesa	Cal Recycle
Maricopa County Treasurer	County of Kings
Clark County Nevada	Los Angeles County Tax Collector
Alameda County Tax Collector	Napa County Tax Collector
Contra Costa County Tax Collector	Orange County Treasurer Tax Collector
Fresno County Tax Collector	Riverside County Treasurer Tax Collector
Kern County Treasurer Tax Collector	County of San Bernardino
San Diego County Treasurer Tax Collector	County of Santa Barbara
San Francisco County Tax Collector	Santa Clara County Tax Collector
San Luis Obispo County Tax Collector	Solano County Tax Collector
County of San Mateo	County of Ventura



**IN RE FRESH & EASY, LLC**

**Office of the United States Trustee**

Andrew R. Vara  
Benjamin Hackman  
Christine Green  
David Buchbinder  
Diane Giordano  
Dion Wynn  
Edith A. Serrano  
Hannah M. McCollum  
James R. O'Malley  
Jane Leamy  
Jeffrey Heck  
Juliet Sarkessian  
Karen Starr  
Lauren Attix  
Linda Casey  
Mark Kenney  
Michael Panacio  
Michael West  
Natalie Cox  
Ramona Vinson  
Richard Schepacarter  
Shakima L. Dortch  
T. Patrick Tinker  
Tiiara Patton  
Timothy J. Fox, Jr.  
Tony Murray

**Bankruptcy Judges**

Brendan L. Shannon  
Christopher S. Sontchi  
Kevin Gross  
Kevin J. Carey  
Laurie Selber Silverstein  
Mary F. Walrath

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In Re:

FRESH & EASY, LLC

Debtor

)  
) Chapter 11  
)

) Case No. 15-12220 (CSS)  
)  
)

**AFFIDAVIT OF VENICE J. GAMBLE, II**  
**IN SUPPORT OF APPLICATION FOR AUTHORITY TO RETAIN AND EMPLOY**  
**INDUSTRIAL ASSETS CORP. AS APPRAISER AND AUCTIONEER**

I, Venice J. Gamble, II, being first duly sworn and deposed state:

1. I am the Director of Legal and Business Development and Affairs of Industrial Assets Corp. one of two joint venture parties contemplated to be retained by the Debtor as auctioneer (the "Auctioneer") to liquidate specified assets at the Debtor's distribution center.

2. The Auctioneer is duly authorized and licensed to conduct auction sales.

3. The Auctioneer is qualified to conduct a public auction for the debtor-in-possession Fresh & Easy, LLC (the "Debtor") as the Auctioneer is a reputable firm that has auctioned a wide range of assets including tens of thousands of trailers and other rolling stock.

4. Neither I nor any member of my firm holds or represents any interest adverse to the Debtor.

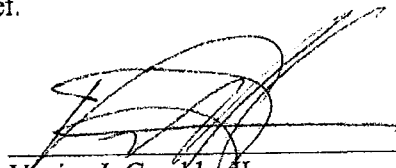
5. Attached hereto as Exhibit 1 hereto is a list of parties in interest searched by Industrial Assets Corp. in connection with its proposed retention as Auctioneer. Neither I, nor my firm, have any connections with the Debtor, its creditor, or any other party in interest, or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

6. Each member of my firm is a "disinterested person" as that term is defined in 11 U.S.C. § 101(14).

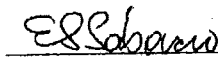
7. Other than my firm's joint venture partner, Maynard's Industries (1991), Inc., I have not agreed to share with any person, except members of my firm, the compensation to be paid for services rendered in this case.

8. I shall amend this statement immediately upon my learning that (A) any of the within representations is incorrect or (B) there is any change of circumstances relating thereto.

I declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Venice J. Gamble, II  
Director of Legal and Business Development

Subscribed and sworn to before me  
this 4<sup>th</sup> day of November, 2015

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

6/17/2018

# **EXHIBIT 1**

# **EXHIBIT 1**

**IN RE FRESH & EASY, LLC**

**SCHEDULE 1**  
**List of Potential Interested Parties**

**Debtors**

Fresh & Easy, LLC

**Non-Debtor Affiliates and Equity Holders of Affiliates**

YFE Holdings, Inc.  
FEFOS, LLC  
The Yucaipa Companies, LLC  
Fresh Foods, LLC  
FEF Holdings, LLC  
Ronald W. Burkle  
EM-50E UAV, LLC  
Fresh & Easy Neighborhood Market, Inc.  
Tesco Treasury Services, PLC

**Other Names Used by Debtors**

Y-Opco, LLC  
Campus Opco, LLC

**Case Professionals**

Cole Schotz P.C.  
Epiq Systems, Inc.  
DJM Realty Services, LLC  
FTI Consulting, Inc.  
Hilco Merchant Resources LLC  
Young Conaway Stargatt & Taylor, LLP

**Professionals of Non-Debtor Affiliates**

Gibson, Dunn & Crutcher LLP

**Banks**

Wells Fargo Bank, National Association

**Litigation Parties**

Aurora Arellanes  
Camden Holdings LLC  
Ethanson Investment LLC  
Grand Plaza LLC  
Iris Partners LLC  
Jeffrey D. Kabakoff & Maria V. Kabakoff Trustee  
Lori Kerr  
Marco Ibarra

Mary Simpkins  
North River Investments LLC  
Prudential Overall Supply  
Riverside County District Attorney's Office  
Roger Oxford  
San Diego City Attorney's Office  
San Diego County District Attorney's Office  
WLP Regency Park Plaza LLC

**IN RE FRESH & EASY, LLC**

**Top 30 Creditors**

AMC Direct Inc., DBA AMC Fazio  
Andrew Williamson Fresh Produce  
Bunzl Distribution of California, LLC  
C & F Foods, Inc.  
CH Robinson Worldwide, Inc.  
Clement Pappas & Co Inc.  
The Coca-Cola Company  
DPI Specialty Foods West, Inc.  
Elite Flower Services  
Foster Farms Dairy  
Frito-Lay North America, Inc.  
Fuji Food Product, Inc.  
Hidden Villa Ranch  
Ignited, LLC  
ITEK Services, Inc.

JBS USA, LLC  
Johanna Beverage Company  
National Steak & Poultry  
Niagara Bottling, LLC  
Overhill Farms, Inc.  
Pak West Paper and Packaging  
Prologis USLV  
Ryder Integrated Logistics, Inc.  
Santa Monica Seafood Company  
Snak King Corp  
Stremicks Heritage Foods, LLC  
Youngs Market Co. CA  
Two Chefs On A Roll, Inc.  
Unified Grocers Inc.  
United Natural Food West Inc.

**Material Contracts and Significant Vendors**

Baronie NV/SA  
California Dairies, Inc.  
CitiStaff Solutions, Inc.  
Commonwealth Dairy, LLC  
Del Monte Fresh Produce N.A., Inc.  
Del Real Foods, LLC  
Design Fabrication, Inc.  
EM-50 UAV SLBCO LLC  
Field Fresh Foods, Inc.  
Fortress Investment Group LLC  
Fusion Floral, LLC  
General Mills, Inc.  
Gold Coast Baking Co, Inc.  
Great Lakes Cheese Co., Inc.  
Green Mountain Coffee Roasters / Keurig Green Mountain, Inc.  
Green Thumb Produce  
Harvest Meat Company, Inc.  
Interactive Communications International, Inc.  
International Paper  
Jack H Caldwell and Sons, Inc.

Jacobs Farm / Del Cabo, Inc.  
Jones Lang LaSalle Americas Inc.  
Kraft Foods Group, Inc.  
MM USA  
National Retail Service Group, Inc.  
National Union Fire Insurance Company of Pittsburgh  
NESTLE USA  
Pepsi Cola  
Plumrose USA, Inc.  
Primary Color Systems Corp  
Procter & Gamble Co.  
Progressive Produce Corporation  
Quaker Sales & Distribution, Inc.  
Savvis Inc.  
Southern Wine & Spirits of America, Inc.  
Summerland Foods, Inc.  
Taylor Farms Retail, Inc.  
Tropicana Chilled DSD  
Wild Oats Foods, LLC  
Wyndeham Kestrel Ltd.

**IN RE FRESH & EASY, LLC**

**Current & Former Managers & Officers**

Catherine Schneider  
James W. Keyes  
Mark Champagne  
Mark Lodge  
Mary M. Kasper  
Peter McPhee  
Richard E. Newsted  
Robert P. Bermingham  
Steve Mortensen  
Terrence J. Wallock

**Current & Former Managers & Officers of Non-Debtor Affiliates**

Dereck Walker  
Henry Orren  
Ira Tochner  
Stephanie Bond  
Steve Mortensen

**Lease Counterparties**

15630 VENTURA HASKELL HOLDINGS LLC  
2800 WILSHIRE LLC  
320 SOUTH ALVARADO LLC C/O CBM #2963  
ADAMS 936 COMMERCIAL LLC  
ALBERT K FUJISAWA  
ALTAPO BELWOOD LLC  
AMSTED RESIDUALS LLC  
ANGELO KOROS & PARRY KOROS TTEES OF  
KOROS TRUST  
ANNENBERG LIMITED PARTNERSHIP  
ARCADIA RETAIL LLC  
ARLINGTON SQUARE LP  
ATOGA LLC  
BANK OF AMERICA AS TRUSTEE OF THE  
TUA WILLIAM J KNIGHT LIVING TR  
BDC SKYWEST LP  
BELTWAY ASSOCIATES LTD  
BOAS LAGUNA VILLAGE LLC  
BRIMHALL GROUP LLC  
BRIXTON CALIMESA LLC  
BUCHANAN CROSSROADS II LP  
BUIE 4S CENTER 2 LLC

KRG LAS VEGAS CENTENNIAL GATEWAY  
LLC  
LA ALAMEDA LLC  
LAKEMOOR PROPERTIES LLC  
LAKEWOOD MARKETPLACE LLC  
LEWIS OPERATING CORP  
LIN ESTATE INC  
LIVELY TRUST  
LT INVESTMENTS LLC  
M.F. DAILY CORPORATION  
MACQUARIE COUNTRYWIDE-REGENCY II  
LLC  
MAR LLC  
MARY BARTSAS 15 LLC  
MAVERICK HOLDING LLC  
MCCONICA 2260 LLC  
MISSION SQUARE WILLOW GLEN  
SHOPPING CENTER  
MJL PACKER VENTURA LLC  
MLJ CAPITAL PARTNERS, LLC  
MON MON LLC  
MONTEREY PROPERTY ASSOCIATES  
ANAHEIM, LLC  
MOULTON PLAZA, LLC



**IN RE FRESH & EASY, LLC**

CAMDEN HOLDINGS LLC  
CATALINA TALBOT PROPERTIES LLC  
CENTENNIAL COMMERCE LLC  
CENTRO NP LLC  
CHERRY GARDENA LLC  
CHRISTINA M MCDONALD 1998 TRUST  
CITRUS CROSSING PROPERTIES FEE LLC  
CLAYTON VALLEY SHOPPING CENTER LLC  
CNT INVESTMNETS LLC  
COMMERCIAL FACILITIES INC (CFI)  
CONTINENTAL 1700 ROSECRANS  
CORPORATION  
CRE7, LLC  
CVS 2989 LAS VEGAS LLC  
CVS CAREMARK CORPORATION  
CVS EGL 12TH PHOENIX AZ, LLC (NO.7851)  
CVS EGL WEST UNION HILLS AZ LLC  
DAILY ARCADE LLC  
DANIEL J DICARLO TRUSTEE DBA THE  
SALVADORE S SANCHEZ  
DEL-CAMP INVESTMENTS INC  
DRAWBRIDGE SPECIAL OPPORTUNITES  
FUND LP  
EMPRESS GROUP LLC  
EMSER INTERNATIONAL LLC  
ENDURO LLC  
EPR CAPITAL RESOURCES, LLC  
ESSEX JAYSAC TASMAN LP  
ETHANSON INVESTMENT LLC  
EUCLID ONTARIO DEVELOPMENT LLC  
FALLBROOK PLAZA LLC  
FPA HAYWARD ASSOCIATES LP  
FURST ENTERPRISES GROUP B LLC  
GALLERIA ORANGE LLC  
GAM VENTURE ONE LLC  
GEORGE G ROBERTS INTER VIVOS TRUST  
GGT INVESTMENTS COMPANY  
GLOBE PROPERTIES / DHM DEVELOPMENT  
GOLDEN HEIGHTS INVESTMENT LLC  
GOLDEN MILE INVESTMENT COMPANY  
GOLDENROCK INVESTMENT INC  
GORDON RANCH MARKETPLACE LLC  
GRAND PLAZA LLC  
GREEN VALLEY SHOPPING CENTER  
GVD COMMERCIAL PROPERTIES INC  
GW PARAMOUNT INVESTMENT LLC  
HARBOR MESA LLC  
HIGHLANDER CENTER LLC

MUSTANG SQUARE LLC  
NMC WHITTIER LLC  
NORTH RIVER INVESTMENTS LLC  
NORTHERN 12 LLC  
NUKUNTHORN DARAKANANDA  
ORANGE SQUARE LLC  
ORANGETHORPE DFWU LLC  
OUTPOST VILLAGE LLC  
PAR MANAGEMENT  
PETSMART, INC.  
PICO RIVERA MARKETPLACE  
PLAZA SORRENTO PARTNERS LLC  
PONDER LIMITED LIABILITY COMPANY  
PRJL CORONA LLC  
R&R MANAGEMENT LLC  
RANCHO DIAMONTE INC  
REA MODESTO LP  
REGENCY CENTERS  
ROUSSEY FAMILY PARTNERSHIP  
RTOWN INVESTORS LLC  
SHP PACIFICA LLC  
SOLARI ENTERPRISES INC.  
SORAYA LLC GREEN HILLS PLAZA  
SPECIAL SERVICES ASSET MANAGEMENT  
COMPANY  
SPORTS AUTHORITY  
STOCKDALE PLAZA LLC  
STREET RETAIL WEST 7 LP  
SUPER LLC  
SVF AT FIRST SAN JOSE CORPORATION  
SYLMAR PLAZA SHOPPING CENTER INC  
TALLEN KESHEN BAY AREA RETAIL LLC  
TEC PROPERTY MANAGEMENT INC  
TENYA MB LLC  
THE ABBEY COMPANY  
THE KLEIN GROUP  
THE LOTTIE A MOORE FAMILY TRUST  
THIRD STREET PLAZA LLC  
THOMAS WINERY PLAZA PROPERTY  
OWNER LLC  
THOMPSON NATIONAL PROPERTIES, LLC  
TKG NORDHOFF TAMPA PLAZA LLC  
TR COSTA MESA COURTYARDS LLC  
TROJAN DEVELOPMENT ASSOCIATES III  
LLC  
TROP & JONES LLC  
TURNER ISLAND FARMS  
TUSCANY SQUARE PARTNERS LLC

**IN RE FRESH & EASY, LLC**

HINDS INVESTMENTS LP  
HOWARD M EVANS  
HUNTINGTON GARDENS LLC DBA SUNRISE  
WAY CENTER  
INDIAN RIVER PLAZA LLC  
INDUSTRY EAST LAND RETAIL II LLC  
IRIS PARTNERS LLC  
J WOOD VENTURES LLC  
JACOB M PEYSER  
JEFFREY D. KABAKOFF & MARIA V.  
KABAKOFF TRUSTEE  
JEWELRY CENTER LLC  
JOHN MCGRATH FAMILY PARTNERSHIP  
JW RICH INVESTMENT CO  
JYW PROPERTIES, L.P.  
KABAKOFF FAMILY TRUST  
KENNETH MORGAN III AND CALLAN IRVIN  
TRUSTEES MORGAN FAMILY TRUST DTD  
2-18-10  
KERN RIVER PARTNERS LLC  
KITE FAMILY LIMITED PARTNERSHIP

VALLEY FIELD RIDING & POLO CLUB  
VFR&P PROPERTIES LLC  
VICTORIA LAND PARTNERS LP  
VINE STREET PLAZA LP  
VISTA LUCKY PLAZA  
VK MAJOR ONE, LLC  
WALGREEN CO  
WCPP CT LLC  
WENDY VETO LLC  
WESTERN MALLS, LLC  
WIGWAM R.A. LLC  
WILD WEST WESTMINISTER LTD  
WILSON UNIVERSITY GATEWAY LLC  
WLP REGENCY PARK PLAZA LLC  
YOG LLC  
ZR RIVER PARK LLC

**Insurance Providers and Related Parties**

ACE  
Arch Insurance Company  
Arch Specialty Insurance Company  
Argonaut Great Central Ins. Co.  
Axis Surplus Ins. Co.  
Beazley Insurance Company  
Chubb  
Colony Ins. Co.  
Endurance American Specialty Ins. Co.  
Everest Indemnity Ins. Co.  
Federal Insurance Co.  
Great American Insurance Group  
Hiscox Ins. Co. Ltd.  
Indian Harbor Ins. Co.

Intl. Ins. Co. of Hannover SE  
Ironshore Indemnity Inc.  
Ironshore Specialty Ins. Co.  
Landmark American Ins. Co.  
Liberty Ins. Underwriters Inc.  
Liberty Surplus Ins. Co.  
Lockton Insurance Brokers, LLC  
North American Elite Insurance Co.  
Premium Financing Corporation\  
Swiss Re  
United Specialty Ins. Co.  
Westchester Fire Insurance Company  
Westchester Surplus Lines Insurance Company  
Zurich American Ins. Co.

**IN RE FRESH & EASY, LLC**

**Utilities**

Allied Waste Services  
Anderson (Rubbish) Disposal Service  
Arizona Public Service  
Athens Services  
Azusa Light and Water  
Burbank Water & Power  
Burrtec Waste & Recycling Services  
Burrtec Waste Industries Inc.  
California American Water  
California Water Service Company  
Calmet Services  
Chino Hills Disposal  
City of Alhambra  
City of Anaheim  
City of Antioch  
City of Arcadia Water  
City of Avondale  
City of Bakersfield  
City of Brentwood  
City of Buena Park  
City of Camarillo  
City of Chandler  
City of Clovis  
City of Corona  
City of Covina  
City of Downey  
City of Fountain Valley  
City of Fresno  
City of Fullerton  
City Of Garden Grove  
City of Glendora  
City of Hayward  
City of Henderson Water  
City of Industry  
City of La Habra  
City of Lakewood  
City of Las Vegas - Sewer  
City of Lemoore  
City of Lompoc  
City of Long Beach  
City of Manhattan Beach  
City of Mesa  
City of Mountain View  
City of Napa  
City of North Las Vegas  
City of Oceanside  
City of Ontario  
City of Orange  
City of Oxnard

CR&R Incorporated  
Cucamonga Valley Water District  
Desert Water Agency  
E.J.Harrison & Sons Inc.  
East Bay Municipal Utility District  
Eastern Municipal Water District  
Edco Disposal Corporation  
Edco Waste & Recycling Service  
Edco Waste Services  
El Toro Water District  
Elsinore Valley Municipal Water District  
Fairfield Municipal Utilities  
Fallbrook Waste & Recycling  
Fontana Water Company  
Garden Grove Disposal  
GI Industries  
Golden State Water Company  
Goleta Water District  
Helix Water District  
Imperial Irrigation District  
Indio Water Authority  
Industry Public Utility Commission – IPUC  
Irvine Ranch Water District  
Jurupa Community Services District  
Lakeside Water District  
Las Vegas Valley Water District  
Los Angeles Department of Water And Power  
M G Disposal  
Marborg Industries  
Mesa Consolidated Water District  
Moreno Valley Utility  
Nasa Services, Inc.  
Noble Americas Energy Solutions  
NRWS Collections  
NV Energy  
Oak Park Water Service  
Olivenhain Municipal Water District  
Otay Water District  
Palm Springs Disposal Services  
Palms Springs Sanitation  
Park Disposal  
Park Water Company  
PG&E  
Pico Water District  
Pleasant Valley Mutual Water Company  
Pleasanton Garbage Service  
Rainbow Disposal  
Rancho Disposal Services, Inc.  
Recology of The Coast

**IN RE FRESH & EASY, LLC**

City of Peoria  
City of Phoenix  
City of Rancho Cucamonga  
City of Reedley  
City of Riverside  
City of San Diego  
City of San Jose  
City of San Luis Obispo  
City of Santa Barbara  
City of Santa Monica Water Resources Div  
City of Scottsdale  
City of Seal Beach  
City of Signal Hill  
City of Sunnyvale  
City of Tempe  
City of Thousand Oaks  
City of Torrance Utilities  
City of Upland  
City of Ventura  
City of Whittier  
Clark County Water Reclamation District  
Coachella Valley Water  
Compton Municipal Water Dept.  
Concord Disposal Service  
Consolidated Disposal  
Contra Costa Water District

Recology Vacaville Solano  
Republic Services  
Salt River Proj Ag I & P Dist  
San Diego Gas & Electric  
San Jose Water Company  
San Luis Garbage Co  
Sandstone Rentals  
SFPUC  
Signal Hill Disposal (EDCO Disposal)  
So Cal Gas  
Southern California Edison Company  
Southwest Gas  
Suburban Water Systems  
Sunset Scavenger Company  
Superior Sanitation Service Inc.  
Sweetwater Authority  
Town of Gilbert  
Trico Disposal  
Universal Waste Systems Inc.  
Vista Irrigation District  
Walnut Valley Water District  
Ware Disposal Inc.  
Waste Management  
Western Municipal Water District  
Yucaipa Disposal, Inc.  
Yucaipa Valley Water District  
Yukon Disposal Service

**Lenders of Debtor and Non-Debtor Affiliates**

Tesco PLC  
Tesco Treasury Services PLC  
Wells Fargo Bank, National Association

**Letters of Credit Issuers and Beneficiaries**

2800 Wilshire, LLC  
Argonaut Insurance Co.  
  
Bank One Corporation  
Midland Loan Services, L.P.  
National Union Fire Insurance Co. of Pittsburgh  
Omninet Hamilton, LP  
Optimus Property Management, LLC

Pacific Gas and Electric Company  
Salt River Project Agricultural Improvement and  
Power District  
Southern California Edison  
State of Nevada  
Trop & Jones, LLC  
Wells Fargo Bank, N.A.

**IN RE FRESH & EASY, LLC**

**Taxing Authorities**

Arizona Department of Revenue  
California State Board of Equalization  
City of Avondale  
City of Chandler  
City of Mesa  
Maricopa County Treasurer  
Clark County Nevada  
Alameda County Tax Collector  
Contra Costa County Tax Collector  
Fresno County Tax Collector  
Kern County Treasurer Tax Collector  
San Diego County Treasurer Tax Collector  
San Francisco County Tax Collector  
San Luis Obispo County Tax Collector  
County of San Mateo

City of Scottsdale  
City of Tempe  
Nevada Department of Taxation  
City of Phoenix  
Cal Recycle  
County of Kings  
Los Angeles County Tax Collector  
Napa County Tax Collector  
Orange County Treasurer Tax Collector  
Riverside County Treasurer Tax Collector  
County of San Bernardino  
County of Santa Barbara  
Santa Clara County Tax Collector  
Solano County Tax Collector  
County of Ventura

**IN RE FRESH & EASY, LLC**

**Office of the United States Trustee**

Andrew R. Vara  
Benjamin Hackman  
Christine Green  
David Buchbinder  
Diane Giordano  
Dion Wynn  
Edith A. Serrano  
Hannah M. McCollum  
James R. O'Malley  
Jane Leamy  
Jeffrey Heck  
Juliet Sarkessian  
Karen Starr  
Lauren Attix  
Linda Casey  
Mark Kenney  
Michael Panacio  
Michael West  
Natalie Cox  
Ramona Vinson  
Richard Schepacarter  
Shakima L. Dortch  
T. Patrick Tinker  
Tiiara Patton  
Timothy J. Fox, Jr.  
Tony Murray

**Bankruptcy Judges**

Brendan L. Shannon  
Christopher S. Sontchi  
Kevin Gross  
Kevin J. Carey  
Laurie Selber Silverstein  
Mary F. Walrath