

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

	:	Chapter 11
In re:	:	
	:	
	:	Case No. 15-12220 (BLS)
FRESH & EASY, LLC, ¹	:	
	:	
Debtor.	:	Docket Ref. No. 68

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")² 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

¹ 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.

² 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 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 (the "Final Report") with the Court that identifies each Asset sold pursuant to the terms set forth in the Auction Agreement, the applicable purchaser, the price paid for each Asset, and the compensation earned by IAC with respect to each transaction. For the avoidance of doubt, the Final Report need only describe the information contained in this paragraph 6, and IAC shall not be required to keep time records of hours spend performing the services set forth in the Auction Agreement.

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. Upon filing the Final Report, fees earned by IAC shall be subject to review by the Office of the United States Trustee for the District of Delaware on a reasonableness standard under section 330 of the Bankruptcy Code; provided, however, that such review shall be limited to reviewing the Final Report to confirm that IAC's fees are accurately calculated consistent with the terms of the Auction Agreement.

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

- a. Subject to the provisions of the subparagraphs 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.

11. 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.

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

13. 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

Nov. 20, 2015

A handwritten signature in black ink, appearing to read "Brendan L. Shannon", written over a horizontal line.

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, 2nd Floor
Studio City, CA 91604
Attn: Steven Mattes
Title: President/CEO
E-mail: smattes@industrialassets.com

and

McGuireWoods LLP
625 Liberty Avenue
23rd Floor, Dominion Tower
Pittsburgh, PA 15222
Attn: Mark E. Freedlander
e-mail: 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

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

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: [Signature]

Name: STEVEN MAYNARD

Its: CEO

Maynard's Industries (1991), Inc.

By: [Signature]

Name: TASO SOLIVAS

Its: Pres

COMPANY

Fresh & Easy, LLC

By: _____

Name: _____

Its: _____

AUCTIONEER

Industrial Assets Corp.

By:

Name:

Its:

Maynard's Industries (1991), Inc.

By:

Name:

Its:

COMPANY

Fresh & Easy, LLC

By:

Name:

Its:

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 ¹	July 16, 2014

¹ 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 MANUFACTURER	TRAILER MODEL	DMV VIN	LIC #	REEFER UNIT MFG.	REEFER UNIT MODEL	REEFER UNIT YR.	REEFER UNIT SN	ENGINE MFG.	ENGINE MODEL	ENGINE YR.	ENGINE SN	ARB ID #
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	7E3228	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	7055577X
28005	10/1/2007	Hyundai	28' HT ThermoTech	3H3V281C88T204005	4JL4748	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	7055580X
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	4J2P2602	CT	NDM93	2007	LAL91015598	Kubota	V2203	2007	7L5290	70555915
28009	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C38T213002	4J2P2603	CT	NDM93	2007	LAL91015601	Kubota	V2203	2007	7L4965	70555966
28010	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C58T213003	4J2P2604	CT	NDM93	2007	LAL91015602	Kubota	V2203	2007	7L4759	70555974
28011	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C78T213004	4J2P2605	CT	NDM93	2007	LAL91015603	Kubota	V2203	2007	7L3908	7555982
28012	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C98T213005	4J2P2606	CT	NDM93	2007	LAL91015600	Kubota	V2203	2007	7L5486	70555990
28013	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C08T213006	4J2P2607	CT	NDM93	2007	LAL91015599	Kubota	V2203	2007	7L5371	70556016
28014	1/1/2008	Hyundai	28' HT ThermoTech	3H3V281C28T213007	4J2P2608	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	749913	11261585X
28016	5/23/2011	Utility	28'	1UYV51288CU252702	4LP2069	TK	SB-230 50	2011	6001085888	Yanmar	TK486V	2011	749892	11261584X
28017	12/26/2011	Utility	28'	1UYV51283DU482701	4L21331	TK	SB-230 50	2011	6001085898	Yanmar	TK486V	2011	K80527	123078083
28018	12/26/2011	Utility	28'	1UYV51283DU482702	4L21332	TK	SB-230 50	2011	6001085895	Yanmar	TK486V	2011	767862	123078091
28019	1/18/2012	Utility	28'	1UYV51287DU482703	4L21333	TK	SB-230 50	2011	6001107060	Yanmar	TK486V	2011	769221	123078105
28020	1/18/2012	Utility	28'	1UYV51289DU482704	4L21334	TK	SB-230 50	2011	6001105894	Yanmar	TK486V	2011	767670	123078113
28021	2/23/2012	Utility	28'	1UYV51280DU482705	4L21335	TK	SB-230 50	2011	6001101613	Yanmar	TK486V	2011	714533	123078121
28022	2/7/2012	Utility	28'	1UYV51282DU482706	4L21336	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	769584	123078175
28027	7/1/2012	Utility	28'	1UYV51282DU582501	4MD7616	TK	SB-230 50	2012	6001118301	Yanmar	TK486V	2012	7A0464	123304490
28028	7/1/2012	Utility	28'	1UYV51284DU582502	4MD7617	TK	SB-230 50	2012	6001118300	Yanmar	TK486V	2012	799266	123225760
28029	7/1/2012	Utility	28'	1UYV51286DU582503	4MD7618	TK	SB-230 50	2012	6001116467	Yanmar	TK486V	2012	764880	123225779
28030	7/1/2012	Utility	28'	1UYV51288DU582504	4MD7619	TK	SB-230 50	2012	6001116468	Yanmar	TK486V	2012	798076	123252594
28031	7/1/2012	Utility	28'	1UYV5128XDU582505	4MD7620	TK	SB-230 50	2012	6001118298	Yanmar	TK486V	2012	799305	123223148
28032	7/1/2012	Utility	28'	1UYV51281DU582506	4MD7611	TK	SB-230 50	2012	6001118299	Yanmar	TK486V	2012	799913	123223156
28033	7/1/2012	Utility	28'	1UYV51283DU582507	4MD7612	TK	SB-230 50	2012	6001116465	Yanmar	TK486V	2012	776359	123304054
28034	7/1/2012	Utility	28'	1UYV51285DU582508	4MD7613	TK	SB-230 50	2012	6001118297	Yanmar	TK486V	2012	799917	123304512
28035	7/1/2012	Utility	28'	1UYV51287DU582509	4MD7614	TK	SB-230 50	2012	6001116466	Yanmar	TK486V	2012	798038	123304520
28036	7/1/2012	Utility	28'	1UYV51283DU582510	4MD7615	TK	SB-230 50	2012	6001116469	Yanmar	TK486V	2012	777599	123304547
48001	4/1/2012	Utility	48'	1UYV52481CU478101	4MD7707	TK	Spectrum SB 50-3	2012	6001105893	Yanmar	TK486V	2012	767229	123103045
48002	4/1/2012	Utility	48'	1UYV52483CU478102	4MD7708	TK	Spectrum SB 50-3	2012	6001105896	Yanmar	TK486V	2012	K80563	123103096
48003	4/1/2012	Utility	48'	1UYV52485CU478103	4MD7709	TK	Spectrum SB 50-3	2012	6001105899	Yanmar	TK486V	2012	768012	123103142
53000	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C28T183001	4JL4749	CT	NDP33	2007	R8709056	Kubota	V2203	2007	7Y2303	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	7Y2632	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	7A4813	70556083
53005	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C08T192005	4JL4721	CT	NDP33	2007	R8713136	Kubota	V2203	2007	7A4969	70556105
53006	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C28T192006	4JL4722	CT	NDP33	2007	R8713134	Kubota	V2203	2007	7A4756	70556121
53007	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C48T192007	4JL4723	CT	NDP33	2007	R8717072	Kubota	V2203	2007	7A5078	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	3H3V532C08T192013	4JL4709	CT	NDP33	2007	R8709054	Kubota	V2203	2007	7Y2180	70556369
53014	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C18T192014	4JL4710	CT	NDP33	2007	R8717065	Kubota	V2203	2007	7A5005	70556385
53015	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C38T192015	4JL4711	CT	NDP33	2007	R8717057	Kubota	V2203	2007	7A5256	70556399
53016	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C58T192016	4KM9494	CT	NDP33	2007	R8716150	Kubota	V2203	2007	7A0277	70556431
53017	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C78T192017	4JL4713	CT	NDP33	2007	R8547088	Kubota	V2203	2007	551231	70556520
53018	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C98T192018	4JL4714	CT	NDP33	2007	R8714077	Kubota	V2203	2007	7Y2627	70556539
53019	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C08T192019	4JL4715	CT	NDP33	2007	R8714091	Kubota	V2203	2007	7A1492	70557152
53020	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C28T192020	4JL4716	CT	NDP33	2007	R8716152	Kubota	V2203	2007	7A0450	70557160
53021	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C48T192021	4JL4747	CT	NDP33	2007	R8713130	Kubota	V2203	2007	7A0679	70557187
53022	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C68T192022	4JL4748	CT	NDP33	2007	R8714087	Kubota	V2203	2007	7A1612	70557209
53023	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C88T192023	4JL4749	CT	NDP33	2007	R8718014	Kubota	V2203	2007	7A0511	70557217
53024	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C48T192024	4JL4700	CT	NDP33	2007	R8709064	Kubota	V2203	2007	7Y0107	70557292
53025	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C68T192025	4JL4701	CT	NDP33	2007	R8713069	Kubota	V2203	2007	7A0506	70557640
53026	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C88T192026	4JL4702	CT	NDP33	2007	R8716143	Kubota	V2203	2007	7A3770	70557667
53027	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C08T192027	4JL4705	CT	NDP33	2007	R8716146	Kubota	V2203	2007	7A4476	70558429X
53028	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C18T192028	4JL4703	CT	NDP33	2007	R8716149	Kubota	V2203	2007	7A4385	70557845
53029	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C38T192029	4JL4704	CT	NDP33	2007	R8716148	Kubota	V2203	2007	7A4412	70557969
53030	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C58T192030	4JL4706	CT	NDP33	2007	R8718003	Kubota	V2203	2007	7A0446	7055866X
53031	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C18T192031	4JL4727	CT	NDP33	2007	R8718005	Kubota	V2203	2007	7A0299	70557993
53032	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C38T192032	4JL4728	CT	NDP33	2007	R8718008	Kubota	V2203	2007	7A0528	70558035
53033	10/1/2007	Hyundai	53' HT ThermoTech	3H3V532C58T192033	4JL4729	CT	NDP33	2007	R8718017	Kubota	V2203	2007	7A0532	70558043

ECU#	INSTALL DATE	TRAILER MANUFACTURER	TRAILER MODEL	DMV VIN	LIC #	REEFER MFR.	REEFER UNIT MODEL	REEFER UNIT YR.	REEFER UNIT SN	ENGINE MFR.	ENGINE MODEL	ENGINE YR	ENGINE SN	ARB ID #
53051	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215001	4JL4627	CT	NBP33	2007	R8728024	Kubota	V2203	2007	7J0614	70561060
53053	1/23/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215003	4JL4629	CT	NBP33	2007	R8730034	Kubota	V2203	2007	7J3820	70561109
53054	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215004	4JL4630	CT	NBP33	2007	R8730035	Kubota	V2203	2007	7J8098	70561117
53055	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215005	4JL4631	CT	NBP33	2007	R8730027	Kubota	V2203	2007	7J0235	70561141
53056	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215006	4JL4632	CT	NBP33	2007	R8730002	Kubota	V2203	2007	7J3720	70561192
53057	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215007	4JL4633	CT	NBP33	2007	R8730003	Kubota	V2203	2007	7J3936	70561206
53058	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215008	4JL4634	CT	NBP33	2007	R8727004	Kubota	V2203	2007	7J0676	70561214
53059	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215009	4JL4635	CT	NBP33	2007	R8728056	Kubota	V2203	2007	7J1173	70561222
53060	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215010	4JL4636	CT	NBP33	2007	R8728017	Kubota	V2203	2007	7G5448	70561257
53061	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215011	4JL4932	CT	NBP33	2007	R8727002	Kubota	V2203	2007	7J0371	70561265
53062	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215012	4JL4933	CT	NBP33	2007	R8723069	Kubota	V2203	2007	7G5379	70561281
53063	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215013	4JL4934	CT	NBP33	2007	R8728010	Kubota	V2203	2007	7J2191	7056129X
53064	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215014	4JL4935	CT	NBP33	2007	R8728062	Kubota	V2203	2007	7J0839	70561672
53065	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215015	4JL4936	CT	NBP33	2007	R8723135	Kubota	V2203	2007	7Q2313	70561680
53066	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215016	4JL4937	CT	NBP33	2007	R8728029	Kubota	V2203	2007	7G5597	70561702
53067	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215017	4JL4938	CT	NBP33	2007	R8728047	Kubota	V2203	2007	7J2886	70561710
53068	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215018	4JL4939	CT	NBP33	2007	R8718018	Kubota	V2203	2007	7A0317	70550794
53069	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215019	4JL4940	CT	NBP33	2007	R8727001	Kubota	V2203	2007	7J0436	70561826
53070	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215020	4JL4941	CT	NBP33	2007	R8723117	Kubota	V2203	2007	7E2374	70561885
53071	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215021	4JL4942	CT	NBP33	2007	R8728052	Kubota	V2203	2007	7G5248	70561893
53072	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215022	4JL4943	CT	NBP33	2007	R8723120	Kubota	V2203	2007	7E2896	7056213X
53073	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215023	4JL4944	CT	NBP33	2007	R8728019	Kubota	V2203	2007	7J4416	70562113
53074	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215024	4JL4945	CT	NBP33	2007	R8723077	Kubota	V2203	2007	7E3543	70562172
53075	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215025	4JL4946	CT	NBP33	2007	R8730011	Kubota	V2203	2007	7J0798	70562180
53076	1/21/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215026	4JL4947	CT	NBP33	2007	R8728016	Kubota	V2203	2007	7G5420	70562199
53077	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215027	4JL4948	CT	NBP33	2007	R8728063	Kubota	V2203	2007	7J2527	70562219
53078	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215028	4JL4949	CT	NBP33	2007	R8730005	Kubota	V2203	2007	7J3817	70562245
53079	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215029	4JL4950	CT	NBP33	2007	R8730008	Kubota	V2203	2007	7J0887	70562393
53080	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215030	4JL4951	CT	NBP33	2007	R8730009	Kubota	V2203	2007	7J0845	70564639
53081	1/23/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215031	4JL4617	CT	NBP33	2007	R8730021	Kubota	V2203	2007	7J4109	70564795
53082	2/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215032	4JL4618	CT	NBP33	2007	R8730013	Kubota	V2203	2007	7J1017	7056455X
53083	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215033	4JL4619	CT	NBP33	2007	R8728014	Kubota	V2203	2007	7G5328	70564868
53084	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215034	4JL4620	CT	NBP33	2007	R8727003	Kubota	V2203	2007	7J0683	70565317
53085	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215035	4JL4621	CT	NBP33	2007	R8728007	Kubota	V2203	2007	7J5089	70565333
53086	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215036	4JL4622	CT	NBP33	2007	R8728059	Kubota	V2203	2007	7J0915	70565341
53087	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215037	4JL4623	CT	NBP33	2007	R8730017	Kubota	V2203	2007	7J4054	7056535X
53088	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215038	4JL4624	CT	NBP33	2007	R8730020	Kubota	V2203	2007	7J4147	70565376
53090	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215039	4JL4626	CT	NBP33	2007	R8730006	Kubota	V2203	2007	7J3701	70565422
53091	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215040	4JL4627	CT	NBP33	2007	R8723118	Kubota	V2203	2007	7E2414	7056549X
53092	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215041	4JL4628	CT	NBP33	2007	R8723072	Kubota	V2203	2007	7C5910	70565511
53093	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215042	4JL4629	CT	NBP33	2007	R8723121	Kubota	V2203	2007	7E3024	70565562
53094	1/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215043	4JL4630	CT	NBP33	2007	R8723076	Kubota	V2203	2007	7E3473	70565619
53095	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215044	4JL4631	CT	NBP33	2007	6001025115	Yanmar	TK 486V	2007	7V3204	70565627
53096	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215045	4JL4632	CT	NBP33	2007	6001025116	Yanmar	TK 486V	2007	7V3213	70565635
53097	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215046	4JL4633	CT	NBP33	2007	R8740070	Kubota	V2203	2007	7Q0971	70565643
53098	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215047	4JL4634	CT	NBP33	2007	R8740071	Kubota	V2203	2007	7Q0821	70565678
53099	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215048	4JL4635	CT	NBP33	2007	R8740153	Kubota	V2203	2007	7H4367	70565708
53100	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T215049	4JL4636	CT	NBP33	2007	R8739016	Kubota	V2203	2007	7A3776	70570310
53101	6/1/2008	Hyundai	53' HT Original Dry Van	3H3V532C8T215050	4JL7094									
53102	6/1/2008	Hyundai	53' HT Original Dry Van	3H3V532C8T215051	4JL7095									
53103	8/25/2009	Utility	Dry Van	1UUV52530AP909203	4KU3555									
53104	9/3/2009	Utility	Dry Van	1UUV52530AP909204	4KU3561									
53105	9/3/2009	Utility	Dry Van	1UUV52532AP909205	4KU3559									
53106	8/25/2009	Utility	Dry Van	1UUV52534AP909206	4KU3560									
53107	1/25/2010	Utility	Dry Van	1UUV52536AP909207	4KU3557									
53108	8/25/2009	Utility	Dry Van	1UUV52538AP909208	4KU3552									
53109	9/4/2009	Utility	Dry Van	1UUV5253XAP909209	4KU3558									
53110	1/25/2010	Utility	Dry Van	1UUV52536AP909210	4KU3554									
53111	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217004	4JX7087	CT	NBP33	2007	R8740073	Kubota	V2203	2007	7Q0331	70565783
53112	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217005	4JX7088	CT	NBP33	2007	R8740069	Kubota	V2203	2007	7Q0950	70565791
53113	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217006	4JX7089	CT	NBP33	2007	R8740065	Kubota	V2203	2007	7Q0938	70565937
53114	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217007	4JX7090	CT	NBP33	2007	R8740068	Kubota	V2203	2007	7Q0966	70565945
53115	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217008	4JX7091	CT	NBP33	2007	R8740051	Kubota	V2203	2007	7Q1040	70566175
53116	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217009	4JX7092	CT	NBP33	2007	R8740054	Kubota	V2203	2007	7Q2150	70566207
53117	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217010	4JX7093	CT	NBP33	2007	R8740074	Kubota	V2203	2007	7Q0624	70566215
53118	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217011	4JX7094	CT	NBP33	2007	R8730047	Kubota	V2203	2007	7J4165	70566223
53119	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217012	4JX7095	CT	NBP33	2007	R8740075	Kubota	V2203	2007	7Q0537	70566231
53120	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217013	4JX7096	CT	NBP33	2007	R8723109	Kubota	V2203	2007	7E3415	7056624X
53121	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217014	4JX7097	CT	NBP33	2007	R8740072	Kubota	V2203	2007	7Q0516	70566371
53122	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217015	4JX7098	CT	NBP33	2007	R8740055	Kubota	V2203	2007	7Q2215	70570140
53123	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217016	4JX7099	CT	NBP33	2007	R8740066	Kubota	V2203	2007	7Q0938	70570167
53124	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217017	4JX7080	CT	NBP33	2007	R8740077	Kubota	V2203	2007	7Q0516	70570183
53125	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217018	4JX7081	CT	NBP33	2007	R8740079	Kubota	V2203	2007	7Q0452	70570205
53126	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217019	4JX7082	CT	NBP33	2007	R8724132	Kubota	V2203	2007	7Q4529	7057023X
53127	6/1/2008	Hyundai	53' HT ThermoTech	3H3V532C8T217020	4JX7083	CT	NBP33	2007	R8740067	Kubota	V2203	2007	7Q0921	70570248
53128	3/6/2009	Utility	53' V52RAC	1UUV525309U810301	4KH9287	Thermo King	Spectrum SB 50-2	2008	6001045631	Yanmar	TK 486V	2009	7V8791	7057037X
53129	3/6/2009	Utility	53' V52RAC	1UUV525329U810302	4KH9288	Thermo King	Spectrum SB 50-2	2008	6001045629	Yanmar	TK 486V	2009	7J6519	70570523
53130	3/6/2009	Utility</												

EQUIP #	INSTALL DATE	TRAILER MANUFACTURER	TRAILER MODEL	DMV VIN	LIC #	REFEER UNIT MFGFR	REFEER UNIT MODEL	REFEER UNIT YR.	REFEER UNIT SN	ENGINE MFGFR	ENGINE MODEL	REFEER UNIT YR	ENGINE SN	ARB ID #
53143	1/25/2010	Utility	Dry Van	1UYV52535AP909201	4KU3553									
53144	9/3/2009	Utility	Dry Van	1UYV52537AP909202	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	1UYV52538AU005104	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	102268559
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	102274558
53158	8/31/2010	Utility	53' V52RAC	1UYV52538AU102304	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	K60155	102274665
53162	8/31/2010	Utility	53' V52RAC	1UYV52537AU102308	4KW8436	Thermo King	Spectrum SB 50-2	2010	6001070405	YANMAR	TK486V	2010	K60987	102274673
53163	8/31/2010	Utility	53' V52RAC	1UYV52539AU102309	4KW8435	Thermo King	Spectrum SB 50-2	2010	6001070393	YANMAR	TK486V	2010	K60365	102274695
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	1UYV52535AU203701	4UJ7474	Thermo King	Spectrum SB 50-3	2011	6001080796	YANMAR	TK486V	2011	T41359	112435866
53503	2/18/2011	Utility	53' V52RAC	1UYV52531AU203702	4UJ7475	Thermo King	Spectrum SB 50-3	2011	6001080793	YANMAR	TK486V	2011	T41350	112435874
53504	2/18/2011	Utility	53' V52RAC	1UYV52533AU203703	4UJ7476	Thermo King	Spectrum SB 50-3	2011	6001080782	YANMAR	TK486V	2011	T40371	112435882
53505	2/18/2011	Utility	53' V52RAC	1UYV52535AU203704	4UJ7477	Thermo King	Spectrum SB 50-3	2011	6001080795	YANMAR	TK486V	2011	T41355	112435890
53506	2/18/2011	Utility	53' V52RAC	1UYV52537AU203705	4UJ7471	Thermo King	Spectrum SB 50-3	2011	6001080784	YANMAR	TK486V	2011	T40228	112435904
53507	2/18/2011	Utility	53' V52RAC	1UYV52539AU203706	4UJ7466	Thermo King	Spectrum SB 50-3	2011	6001080783	YANMAR	TK486V	2011	T39964	112435912
53508	2/18/2011	Utility	53' V52RAC	1UYV52530AU203707	4UJ7467	Thermo King	Spectrum SB 50-3	2011	6001080785	YANMAR	TK486V	2011	T40257	112436676
53509	2/18/2011	Utility	53' V52RAC	1UYV52532AU203708	4UJ7468	Thermo King	Spectrum SB 50-3	2011	6001080786	YANMAR	TK486V	2011	T40264	112436692
53510	2/18/2011	Utility	53' V52RAC	1UYV52534AU203709	4UJ7469	Thermo King	Spectrum SB 50-3	2011	6001080788	YANMAR	TK486V	2011	T40292	112436714
53511	2/18/2011	Utility	53' V52RAC	1UYV52530AU203710	4UJ7470	Thermo King	Spectrum SB 50-3	2011	6001080791	YANMAR	TK486V	2011	T41227	112436722
53512	2/18/2011	Utility	53' V52RAC	1UYV52532AU203711	4UJ7472	Thermo King	Spectrum SB 50-3	2011	6001080787	YANMAR	TK486V	2011	T40320	112436749
53513	2/18/2011	Utility	53' V52RAC	1UYV52534AU203712	4UJ7473	Thermo King	Spectrum SB 50-3	2011	6001080790	YANMAR	TK486V	2011	T40313	112436757
53514	3/11/2011	Utility	53' V52RAC	1UYV52536AU203713	4LM3520	Thermo King	Spectrum SB 50-3	2011	6001080789	YANMAR	TK486V	2011	T40238	112461204
53515	3/11/2011	Utility	53' V52RAC	1UYV52538AU203714	4LM3521	Thermo King	Spectrum SB 50-3	2011	6001080805	YANMAR	TK486V	2011	T41726	112461267
53516	3/11/2011	Utility	53' V52RAC	1UYV52539AU203715	4LM3522	Thermo King	Spectrum SB 50-3	2011	6001080806	YANMAR	TK486V	2011	T41730	11246128X
53517	9/15/2010	Utility	53' V52RAC	1UYV52533AU130501	4UJ6074	Thermo King	Spectrum SB 50-3	2010	6001074350	YANMAR	TK486V	2010	K65963	10241212X
53518	9/15/2010	Utility	53' V52RAC	1UYV52530AU130502	4UJ6073	Thermo King	Spectrum SB 50-3	2010	6001074356	YANMAR	TK486V	2010	K65143	102412125
53519	9/15/2010	Utility	53' V52RAC	1UYV52531AU130503	4UJ6072	Thermo King	Spectrum SB 50-3	2010	6001074347	YANMAR	TK486V	2010	K65958	102412128
53520	9/15/2010	Utility	53' V52RAC	1UYV52534AU130504	4UJ6071	Thermo King	Spectrum SB 50-3	2010	6001074351	YANMAR	TK486V	2010	K66020	102412126
53521	9/15/2010	Utility	53' V52RAC	1UYV52536AU130505	4UJ6070	Thermo King	Spectrum SB 50-3	2010	6001074349	YANMAR	TK486V	2010	K65985	102412132
53522	9/15/2010	Utility	53' V52RAC	1UYV52538AU130506	4UJ6076	Thermo King	Spectrum SB 50-3	2010	6001074352	YANMAR	TK486V	2010	K65950	102412132
53523	9/15/2010	Utility	53' V52RAC	1UYV52535AU130507	4UJ6075	Thermo King	Spectrum SB 50-3	2010	6001074355	YANMAR	TK486V	2010	K65534	102412134
53524	9/15/2010	Utility	53' V52RAC	1UYV52531AU130508	4UJ6073	Thermo King	Spectrum SB 50-3	2010	6001074359	YANMAR	TK486V	2010	K66823	102412135
53525	9/15/2010	Utility	53' V52RAC	1UYV52533AU130509	4UJ6075	Thermo King	Spectrum SB 50-3	2010	6001074353	YANMAR	TK486V	2010	K65932	102412137
53526	9/15/2010	Utility	53' V52RAC	1UYV52531AU130510	4UJ6070	Thermo King	Spectrum SB 50-3	2010	6001074354	YANMAR	TK486V	2010	K65138	102412138
53527	9/15/2010	Utility	53' V52RAC	1UYV52535AU130511	4UJ6067	Thermo King	Spectrum SB 50-3	2010	6001074348	YANMAR	TK486V	2010	K65973	102412139
53528	9/15/2010	Utility	53' V52RAC	1UYV52539AU130512	4UJ6066	Thermo King	Spectrum SB 50-3	2010	6001074346	YANMAR	TK486V	2010	K65905	102412142
53529	9/15/2010	Utility	53' V52RAC	1UYV52535AU130513	4UJ6073	Thermo King	Spectrum SB 50-3	2010	6001074346	YANMAR	TK486V	2010	K65993	102412145
53530	9/15/2010	Utility	53' V52RAC	1UYV52537AU130514	4UJ6074	Thermo King	Spectrum SB 50-3	2010	6001074357	YANMAR	TK486V	2010	K65958	102412149
53531	9/15/2010	Utility	53' V52RAC	1UYV52539AU130515	4UJ6068	Thermo King	Spectrum SB 50-3	2010	6001074360	YANMAR	TK486V	2010	K59984	102412149
53532	3/11/2011	Utility	53' V52RAC	1UYV52531AU203716	4LM3523	Thermo King	Spectrum SB 50-3	2011	6001080804	YANMAR	TK486V	2011	T41314	112461298
53533	3/11/2011	Utility	53' V52RAC	1UYV52533AU203717	4LM3524	Thermo King	Spectrum SB 50-3	2011	6001080792	YANMAR	TK486V	2011	T41463	112461301
53534	3/11/2011	Utility	53' V52RAC	1UYV52535AU203718	4LM3515	Thermo King	Spectrum SB 50-3	2011	6001080794	YANMAR	TK486V	2011	T41332	112461305
53535	3/11/2011	Utility	53' V52RAC	1UYV52537AU203719	4LM3516	Thermo King	Spectrum SB 50-3	2011	6001080799	YANMAR	TK486V	2011	T41378	11246131X
53536	3/11/2011	Utility	53' V52RAC	1UYV52539AU203720	4LM3517	Thermo King	Spectrum SB 50-3	2011	6001080801	YANMAR	TK486V	2011	T41363	112461328
53537	3/11/2011	Utility	53' V52RAC	1UYV52535AU203721	4LM3518	Thermo King	Spectrum SB 50-3	2011	6001080802	YANMAR	TK486V	2011	T41307	112461336
53538	3/11/2011	Utility	53' V52RAC	1UYV52537AU203722	4LM3519	Thermo King	Spectrum SB 50-3	2011	6001080797	YANMAR	TK486V	2011	T41376	112461360
53539	3/11/2011	Utility	53' V52RAC	1UYV52539AU203723	4LM3525	Thermo King	Spectrum SB 50-3	2011	6001080798	YANMAR	TK486V	2011	T41379	112461379
53540	3/11/2011	Utility	53' V52RAC	1UYV52530AU203724	4LM3526	Thermo King	Spectrum SB 50-3	2011	6001080803	YANMAR	TK486V	2011	T41386	112461387
53541	3/11/2011	Utility	53' V52RAC	1UYV52532AU203725	4LM3527	Thermo King	Spectrum SB 50-3	2011	6001080800	YANMAR	TK486V	2011	T41382	112461395
53542	12/1/2011	Utility	53' V52RAC	1UYV52538AU379601	4UW4754	Thermo King	Spectrum SB 50-3	2011	6001094397	YANMAR	TK486V	2011	T56596	112843085
53543	12/1/2011	Utility	53' V52RAC	1UYV52538AU379602	4UW									

EQUIP #	INSTALL DATE	TRAILER		DMV VIN	LIC #	REEFER UNIT		REEFER UNIT YR.	ENGINE SN	ENGINE MFGR.	ENGINE MODEL	ENGINE YR	ENGINE SN	ARB ID #
		MANUFACTURER	TRAILER MODEL			MFGR.	MODEL							
53564	4/1/2012	Utility	53' V52RAC	1UYVS2537DU475708	4LW4099	Thermo King	Spectrum SB 50-3	2012	6001107058	YANMAR	TK486V	2012	T69226	12308220X
53565	4/1/2012	Utility	53' V52RAC	1UYVS25390U475709	4LW4098	Thermo King	Spectrum SB 50-3	2012	6001107059	YANMAR	TK486V	2012	K81679	123082218
53566	4/1/2012	Utility	53' V52RAC	1UYVS25350U475710	4LW4097	Thermo King	Spectrum SB 50-3	2012	6001107063	YANMAR	TK486V	2012	K82131	123082226
53567	4/1/2012	Utility	53' V52RAC	1UYVS25370U475711	4LW4096	Thermo King	Spectrum SB 50-3	2012	6001107061	YANMAR	TK486V	2012	K82168	123082242
53568	4/1/2012	Utility	53' V52RAC	1UYVS25390U475712	4LW4095	Thermo King	Spectrum SB 50-3	2012	6001107055	YANMAR	TK486V	2012	T69142	123082250
53569	4/1/2012	Utility	53' V52RAC	1UYVS25300U475713	4LW4094	Thermo King	Spectrum SB 50-3	2012	6001107062	YANMAR	TK486V	2012	T68407	123082269
53570	4/1/2012	Utility	53' V52RAC	1UYVS25320U475714	4LW4093	Thermo King	Spectrum SB 50-3	2012	6001107064	YANMAR	TK486V	2012	T69154	123082277
53571	4/1/2012	Utility	53' V52RAC	1UYVS25340U475715	4LW4092	Thermo King	Spectrum SB 50-3	2012	6001107057	YANMAR	TK486V	2012	T69228	123082285
53572	7/1/2012	Utility	53' V52RAC	1UYVS25330U584201	4MF7788	Thermo King	Spectrum SB 50-3	2012	6001062330	YANMAR	TK486V	2012	T74469	123223180
53573	7/1/2012	Utility	53' V52RAC	1UYVS25350U584202	4MF7789	Thermo King	Spectrum SB 50-3	2012	6001113986	YANMAR	TK486V	2012	T74831	123225418
53574	7/1/2012	Utility	53' V52RAC	1UYVS25370U584203	4MF7790	Thermo King	Spectrum SB 50-3	2012	6001113987	YANMAR	TK486V	2012	T74803	123225434
53575	7/1/2012	Utility	53' V52RAC	1UYVS25390U584204	4MF7791	Thermo King	Spectrum SB 50-3	2012	6001062335	YANMAR	TK486V	2012	T74621	123225450
53576	7/1/2012	Utility	53' V52RAC	1UYVS25300U584205	4MF7792	Thermo King	Spectrum SB 50-3	2012	6001062328	YANMAR	TK486V	2012	T74562	123225477
53577	7/1/2012	Utility	53' V52RAC	1UYVS25360U584206	4MF8351	Thermo King	Spectrum SB 50-3	2012	6001062327	YANMAR	TK486V	2012	T74557	123082161
53578	7/1/2012	Utility	53' V52RAC	1UYVS25340U584207	4MF8350	Thermo King	Spectrum SB 50-3	2012	6001062337	YANMAR	TK486V	2012	S06458	123225493
53579	7/1/2012	Utility	53' V52RAC	1UYVS25360U584208	4MF7799	Thermo King	Spectrum SB 50-3	2012	6001062333	YANMAR	TK486V	2012	S06408	12322554X
53580	7/1/2012	Utility	53' V52RAC	1UYVS25380U584209	4MF7798	Thermo King	Spectrum SB 50-3	2012	6001062336	YANMAR	TK486V	2012	S06446	123225558
53581	7/1/2012	Utility	53' V52RAC	1UYVS25340U584210	4MF7797	Thermo King	Spectrum SB 50-3	2012	6001113985	YANMAR	TK486V	2012	S06386	123225566
53582	7/1/2012	Utility	53' V52RAC	1UYVS25360U584211	4MF7796	Thermo King	Spectrum SB 50-3	2012	6001062332	YANMAR	TK486V	2012	S06417	123225574
53583	7/1/2012	Utility	53' V52RAC	1UYVS25380U584212	4MF7795	Thermo King	Spectrum SB 50-3	2012	6001113984	YANMAR	TK486V	2012	S06434	123225590
53584	7/1/2012	Utility	53' V52RAC	1UYVS253X0U584213	4MF7794	Thermo King	Spectrum SB 50-3	2012	6001062329	YANMAR	TK486V	2012	S06423	123225604
53585	7/1/2012	Utility	53' V52RAC	1UYVS25310U584214	4MF8352	Thermo King	Spectrum SB 50-3	2012	6001062331	YANMAR	TK486V	2012	T74247	123225612
53587	3/1/2013	Utility	53' V52RAC	1UYVS25320U631301	4MJ7743	Thermo King	Spectrum SB 50-3							
53588	3/1/2013	Utility	53' V52RAC	1UYVS25340U631302	4MJ7742	Thermo King	Spectrum SB 50-3							
53589	3/1/2013	Utility	53' V52RAC	1UYVS25360U631303	4MJ7741	Thermo King	Spectrum SB 50-3							
53590	3/1/2013	Utility	53' V52RAC	1UYVS25380U631304	4MJ7740	Thermo King	Spectrum SB 50-3							
53591	3/1/2013	Utility	53' V52RAC	1UYVS253X0U631305	4MJ8502	Thermo King	Spectrum SB 50-3							
53592	3/1/2013	Utility	53' V52RAC	1UYVS25310U631306	4MJ8501	Thermo King	Spectrum SB 50-3							
53593	3/1/2013	Utility	53' V52RAC	1UYVS25330U631307	4MJ8500	Thermo King	Spectrum SB 50-3							
53594	3/1/2013	Utility	53' V52RAC	1UYVS25350U631308	4MJ7744	Thermo King	Spectrum SB 50-3							
53595	3/1/2013	Utility	53' V52RAC	1UYVS25370U631309	4MJ7746	Thermo King	Spectrum SB 50-3							
53596	3/1/2013	Utility	53' V52RAC	1UYVS25330U631310	4MJ7745	Thermo King	Spectrum SB 50-3							
53597	3/1/2013	Utility	53' V52RAC	1UYVS25350U631311	4MJ9215	Thermo King	Spectrum SB 50-3							
53598	3/1/2013	Utility	53' V52RAC	1UYVS25370U631312	4MJ8503	Thermo King	Spectrum SB 50-3							
53599	3/1/2013	Utility	53' V52RAC	1UYVS25390U631313	4MJ7749	Thermo King	Spectrum SB 50-3							
53600	3/1/2013	Utility	53' V52RAC	1UYVS25300U631314	4MJ7748	Thermo King	Spectrum SB 50-3							
53601	3/1/2013	Utility	53' V52RAC	1UYVS25320U631315	4MJ7747	Thermo King	Spectrum SB 50-3							