Fill in this information to identify the case:
Debtor 1 OCB Purchasing, Co.
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court for the: Northern District of Texas, Dallas Division
Case number <u>21-30727-11</u>

E-Filed on 08/30/2021 Claim # 405

Official Form 410

Proof of Claim 04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

ŀ	Part 1: Identify the CI	aim	
1.	Who is the current creditor?	US Foods, Inc. Name of the current creditor (the person or entity to be paid for this cla Other names the creditor used with the debtor Ryan's Buffet, C	
2.	Has this claim been acquired from someone else?	☑ No ☐ Yes. From whom?	
3.	Where should notices and payments to the	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	reditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Brian Shaw Name 123 North Wacker Drive, Suite 1800	Kerry Carlson Name 9399 W Higgins Ste. 101
	, ,,	Number Street Chicago IL 60606	Number Street Rosemont IL 60018
		City State ZIP Code Contact phone (312) 328-3100 Contact email bshaw@cozen.com	City State ZIP Code Contact phone (847) 720-8000 Contact email kerry.carlson@usfoods.com
		Uniform claim identifier for electronic payments in chapter 13 (if you us	se one):
4.	Does this claim amend one already filed?	☑ No☑ Yes. Claim number on court claims registry (if known)	Filed on
5.	Do you know if anyone else has filed a proof of claim for this claim?	✓ No ☐ Yes. Who made the earlier filing?	

6.	Do you have any number you use to identify the debtor?	✓ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:
7.	How much is the claim?	\$\$. Does this amount include interest or other charges? ✓ No ✓ Yes. Attach statement itemizing interest, fees, expenses, or other
		charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
		Goods Sold
9.	Is all or part of the claim secured?	☐ No ☐ Yes. The claim is secured by a lien on property. Nature of property:
		Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Personal Property
		Basis for perfection: MN UCC filed 2/11/16
		Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
		Value of property: \$
		Amount of the claim that is secured: \$408,526.78
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7.
		Amount necessary to cure any default as of the date of the petition: \$408,526.78
		Annual Interest Rate (when case was filed) 2.00 % Fixed □ Variable
10	. Is this claim based on a	☑ No
	lease?	\square Yes. Amount necessary to cure any default as of the date of the petition. \$
11	. Is this claim subject to a	□ No
	right of setoff?	✓ Yes. Identify the property: Potential Rebates and Incentives

12. Is all or part of the claim	☑ No						
entitled to priority under 11 U.S.C. § 507(a)?	☐ Yes. Check	one:				Amount entit	ed to priority
A claim may be partly priority and partly		ic support obligations (including C. § 507(a)(1)(A) or (a)(1)(B).	alimony and child sup	port) under		\$	0.00
nonpriority. For example, in some categories, the law limits the amount entitled to priority.	Up to \$3 persona	\$	0.00				
	bankrup	salaries, or commissions (up to tcy petition is filed or the debtor' C. § 507(a)(4).	\$13,650*) earned with s business ends, whic	nin 180 days chever is earl	before the ier.	\$	0.00
	☐ Taxes o	r penalties owed to government	al units. 11 U.S.C. § 50	07(a)(8).		\$	0.00
	☐ Contribu	utions to an employee benefit pla	an. 11 U.S.C. § 507(a)	(5).		\$	0.00
	Other. S	Specify subsection of 11 U.S.C. §	§ 507(a)() that applie	es.		\$	0.00
	* Amounts a	re subject to adjustment on 4/01/22	and every 3 years after th	nat for cases b	egun on or afte	er the date of adju	ıstment.
Part 3: Sign Below							
The person completing	Check the appro	priate box:					
this proof of claim must sign and date it.	I am the cre	ditor.					
FRBP 9011(b).		ditor's attorney or authorized ag					
If you file this claim electronically, FRBP	_	stee, or the debtor, or their author.			4.		
5005(a)(2) authorizes courts to establish local rules	☐ I am a guar	antor, surety, endorser, or other	codebtor. Bankruptcy	Rule 3005.			
specifying what a signature is.		t an authorized signature on this aim, the creditor gave the debtor					lating the
A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5		the information in this <i>Proof of</i>					
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under p	enalty of perjury that the forego	ing is true and correct.				
3571.	Executed on dat	e <u>08/30/2021</u> MM / DD / YYYY					
	Korn, Corl	oon					
	Kerry Carl Signature	5011					
	Print the name	of the person who is completi	ng and signing this o	claim:			
	Name	Kerry Carlson					
		First name	Middle name		Last name		
	Title	Bankruptcy Specialist					
	Company	US Foods, Inc.					
		Identify the corporate servicer as t	the company if the author	rized agent is a	a servicer.		
	Address	Number					
		Number Street					
		City		State	ZIP Code		
	Contact phone		_	Email			
	•						

Attachment 1 - OCB POC CLAIM SUMMARY EXHIBITS [Final].pdf Description -

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

)	
In re:)	Chapter 11
OCB PURCHASING CO.,)	Case No. 21-30727
	Debtor.)	
)	

ADDENDUM TO PROOF OF CLAIM OF US FOODS, INC. <u>AGAINST OCB PURCHASING CO.</u>

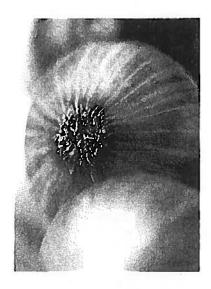
US Foods, Inc. (the "Claimant") hereby submits its Proof of Claim against OCB Purchasing Co. (the "Debtor") and in support states as follows:

- 1. On April 20, 2021 (the "Petition Date"), the Debtor and its affiliates filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.
- 2. Prior to the Petition Date, Claimant provided food and food related services to the Debtor for use in its restaurant businesses pursuant to the terms and conditions of a certain Master Distribution Agreement ("MDA") dated January 4, 2015, as amended from time to time, and Customer Account Application dated December 4, 2014 (the "Application," together with the MDA, the "Customer Agreements"). A true and correct copy of the Application (redacted as necessary to protect the Debtor) is attached hereto as **Exhibit A**. The MDA is confidential/proprietary but will be made available upon request upon the implementation of appropriate protections.
- 3. By letter dated October 8, 2020, Claimant terminated the MDA in accordance with the Term and Termination provisions provided in the MDA (the "Termination Letter"). Pursuant to the terms of the MDA and the Termination Letter, the Debtor is responsible for, among other things, payment of the total Sell Price for all Proprietary Products which remained in Claimant's warehouses no later than fourteen (14) days from the Notice of Termination. As of the Petition Date, the total Sell Price for the remaining inventory is not less than \$363,257.44. Attached hereto as **Exhibit B** is a summary of the Proprietary Products which remain unpaid.

- 4. Also, prior to the Petition Date, Claimant issued invoices for goods delivered to the Debtor's restaurants which remain unpaid (the "Goods Delivered"). The total amount owed on account of Goods Delivered is \$45,269.34¹. A summary of the unpaid invoices for Goods Delivered is attached hereto as Exhibit C.
- 5. The Claim is secured by an interest in and lien on all of the Debtor's personal property, including the proceeds and products thereof, granted in that certain Customer Account Application executed on behalf of the Debtor and dated as of December 4, 2014 (the "Customer Account Application"). A true and correct copy of the Customer Account Application (redacted as necessary to protect the Debtor) is attached hereto as **Exhibit A**.
- 6. On February 11, 2016, the Claimant perfected its security interest by filing that certain financing statement, document number 828691500022 with the Minnesota Secretary of State on June 3, 2015 and continued on May 11, 2020. A true and correct copy of the financing and continuation statements are attached as **Exhibit D**.
- 7. Claimant reserves its right to update and/or supplement the Claim at any time and to assert any and all other claims of whatever kind or nature that it has, or it may have, against the Debtor, including any claim for any administrative expense under section 503(b) of the Bankruptcy Code. The filing of the Claim shall not be deemed a waiver or release of any of the Claimant's claims or rights, an election of remedy, or a waiver of any past, present or future defaults or events of default under all applicable agreements or other operative documents. Further, nothing contained herein shall be deemed or construed as a waiver of any additional administrative expense claims that the Claimant has or may have against the Debtor, and the Claimant retains the right to assert such claims.

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¹ The invoices supporting the Claim will be made available upon written request.









Customer Account Application

This Customer Application (this "Application") is made to US Foods, inc., doing business as US Foods, and all of its affiliates, divisions, subsidiaries and assigns (collectively the "Sellers") for the purpose of inducing Sellers to extend credit accommodations to the Applicant named below:

		050011011111111111111111111111111111111		
SHIPPING AN	D BILLING INFORMATI	ON		
SHIP TO: Applicant Legal Name	5 Purchasir	og Co.	BILL TO: Check Here If Billing Address is Same As Delivery Address 1000 DISCOVERY Rd	400 400
Trade Name/Doing B	usiness As	· · · · · · · · · · · · · · · · · · ·	Billing Address ECOGON MN 55	121
Delivery Address (Att	ach Location Sheet if More Than One)	City USA State/Province	* Zip
City	State/Province	Zip	Ron Johnson AP LA	51-994-8608
County	Country		Accounts Payable Contact Title	Phone Number
Phone Number		·	E-mail Address Fa	x Number

TELL US ABOUT YOUR OWNERSHIP				
Government Funded? Yes No % of R Bullding/Facility: Owned Deased State of Formation:	pany (LLC)	orship (LP)	d? CIYes (INo ————————————————————————————————————	rnment Other % of Revenue Med Funded
OWNED (OFFICE	ER/AUTHORIZED C	ODDOD ATE ACENT	T INICOD MATIONI	
CAR CHILLIAR	EK/AUTHORIZED C	ORPORATE AGEN.	INFORMATION	
Namo	Name		Name	
Social Security Number	Social Security Number		Social Security Number	
Title	Titlo		Title	
Huo	Tillo		11110	
1tomo Address	Home Address		Home Address	***************************************
Al. A	Al. A			
Clty, State, Zip	City, State, Zip		City, State, Zip	
Driver's License Number	Driver's License Number		Driver's License Number	
Home Phone Number	Home Phone Number		Home Phone Number	
Cell Phone Number	Cell Phone Number		Cell Phone Number	
WHO ELSE DO YOU DO BUSINESS W	11112			
See attacked	<u> </u>			
Vendor Name (Present Food Supplier)	Account Number	City	/State	Phone Number
Vendor Name	Account Number	City	/State	Phone Number
Vendor Name	Account Number	City	/State	Phone Number
Bank	City/State	Con	lact Name	Phone Number
Checking Account #		Loa	n Account #	
DO YOU HAVE ANY OTHER EXISTING BUSINESSES? (Yes	□ No	DO YOU HAVE EXISTING OR I (Please attach list if more than	PRIOR US FOODS ACCOUNTS?	☐ Yes ☐ No
Spe orthogoned		,	· · · · · · · · · · · · · · · · · · ·	
Business Name		Business Name		-
Address City	/State	City/State		Account Number

DOCUMENTATION REQUESTS !

- 1) RESALE OR EXEMPT TAX CERTIFICATE: TAX WILL BE CHARGED WITHOUT THESE DOCUMENTS
- 2) US FOODS REQUESTS YOUR MOST RECENT TWO YEARS FINANCIAL STATEMENTS

APPLICANT'S CERTIFICATIONS

APPLICANT'S CERTIFICATIONS

Applicant hereby certifies that the information furnished under this Application and Agreement and any other financial statements to inshed in connection because, is true, cornect, complete, and that this information is being furnished to Sellers for the purpose of inducing Sellers to extend credit and/or provide goods/services to Applicant, and understands that Sellers intend to rely upon such information, Applicant represents and warrants that it is solvent, generally ably to pay its debts as such debts become due, and has capital sufficient to carry on its business. Applicant understands and agrees to be bound by the terms contained in this Application and Agreement and all invoices and other documents furnished by Sellers. In misting the sellers, in writing the certified mal, of any material change in the information provided herein, including, but not Finited to, change of ownership, address or idephone. Applicant understands that Sellers in writing the term of the information and Agreement and all invoices and other documents furnished by Sellers. In misting the sellers in the information in the information and agreement in continued to the provided herein to refer the purpose of warrants that it is solvent, generally address or idephone. Applicant understands that Sellers is not the information and all invoices and other documents furnished by Sellers from time to time Applicant to the information and agreement including, and personal relation into the provided in this Application in the provided hereby authorizes that be deemed to be the equivalent of the original and can be used electences, and to relate information and agreement including, but not finited to, senting a copy hereof to the trade, bank and personal references, and to relate information and agreement including, but not finited to, senting a copy hereof to the trade, bank and personal references, and to relate its office to applicable the provided and agreement including, but not finited to, senting a copy hereo

TERMS AND CONDITIONS

In consideration of the extension of credit by Seller to Applicant, or the delivery of goods and/or services, Applicant agrees to the following terms and conditions:

- 1. Upon approval of this Application and Agreement, Seller in its solo discretion, and notwithstanding any request of Applicant, will assign Applicant a maximum credit line (if applicable) and shall have the right to increase, decrease or terminate Applicant's credit privileges under this Application and Agreement at any time without prior notice to Applicant, oxcopt as otherwise provided by law.
- All purchases by Applicant of goods and/or services from Seller will be made in accordance with the terms and conditions of this Application and Agreement, and any invoice, distributor agreement, and/or other documents evidencing Applicant's obligations to Seller (each, a "distributor agreement"), all of which are incorporated herein by this reference. To the extent Applicant is part of or subsequently becomes part of a national or regional pricing subsequently occorded part of a national or regional pricing program governed by a distributor agreement, Applicant acknowledges and agrees that it shall be bound by the terms and conditions of any such distributor agreement, notwithstanding that Applicant is not and will not be a signatory to such agreement. Applicant further agrees to waive, release, forever discharge and hold harmless the Seller, its officers, directors, employees and agents, from any and all losses, damages, costs, expenses, rights, claims, demands, judgments, obligations, actions and causes of action, which Applicant may have arising out of or in connection with any dispute or disagreement regarding whether or not Applicant is bound by the terms of such distributor agreement. Applicant agrees and understands that this is a legally hinding agreement, and that Seller, in its sole discretion, may change the terms and conditions of this Application and Agreement. Any such changes shall apply to all sales after such change is made. If Applicant is or subsequently becomes party to or bound by the terms of a distributor agreement, Applicant acknowledges and agrees that to the extent that there is any conflict between the terms and conditions set forth in this Application and Agreement and the distributor agreement, the terms and conditions of the distributor agreement shall
- 3. Title to all goods purchased from Seller shall pass upon delivery to the receiving dock of Applicant and acceptance by authorized signature, subject to rejection of certain items by notation on the Invoke. Applicant shall have twenty-four (24) hours from the time of delivery to notify Seller (I) of any conceated damage or rejected goods or (II) with respect to products not jointly checked in, of any shortages, damages, or rejected goods. Applicant shall make arrangements through Seller's sales department for any goods to be returned to Seller in accordance with Seller's return policy as in effect from time to time. Seller may terminate its obligations to provide product to Applicant pursuant to the terms of this Application and Agreement at any time, unless otherwise provided in a distributor agreement. Seller shall not be in default in the performance of its obligations under this Application and Agreement if such performance is prevented or delayed because of any cause beyond the reasonable control and without the fault or negligence of Seller.
- 4. Payment of the purchase price for goods and/or services

- acquired from Seller shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Seller on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the maximum rate that Applicant may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, on any payment considered past due until collected. Applicant agrees to pay all costs of collection incurred by Seller, including reasonable attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.
- This Application and all transactions between Applicant and Seller shall be governed by and interpreted in accordance with the laws and decisions of the State of Delaware.
- 6. Applicant hereby agrees to immediately notify Seller via certified mail of any sale of a significant portion of the assets or business of Applicant, or a sale of a substantial interest in the capital stock or other ownership interest of Applicant.
- 7. IF THIS APPLICATION AND AGREEMENT IS NOT APPROVED IN FULL OR IF ANY OTHER ADVERSE ACTION IS TAKEN WITH RESPECT TO APPLICANT'S CREDIT WITH SELLER, APPLICANT HAS THE RIGHT TO REQUEST WITHIN 60 DAYS OF SELLER'S NOTIFICATION OF SUCH ADVERSE ACTION, A STATEMENT OF SPECIFIC REASONS FOR SUCH ACTION, WHICH STATEMENT WILL BE PROVIDED WITHIN 30 DAYS OF SAID REQUEST. The federal Equal Credit Opportunity Act prohiblis creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, merital status or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
- 8. Applicant irrevocably agrees and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Seller's operating company which provided this Application and Agreement is located, without regard to the conflicts of law provisions thereof (the "Applicable State"), with regard to any actions or proceedings arising from, relating to or in connection with Applicant's obligations to Seller or this Application and Agreement. Applicant waives any right it may have to change the venue of any litigation brought against it by Seller.
- 9. Applicant agrees that all information as to source, quantity, and price of goods and services provided by Seller shall be maintained in confidence and shall not be released to any private third party for any reason whatsoever other than pursuant to a validly issued subposna from a court or governmental authority having jurisdiction over Applicant, pursuant to the rules, regulations or requirements of any state or federal agency or department or pursuant to a discovery request made under applicable court rules and to which Applicant is required to respond.

- 10. WAIVER OF JURY TRIAL. APPLICANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE SELLER AND THE APPLICANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS APPLICATION AND AGREEMENT; AND (B) ANY OTHER GOVERNING DOCUMENTS INCLUDING INVOICES AND DISTRIBUTOR AGREEMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS APPLICATION AND AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE APPLICANT AND THE APPLICANT HEREBY REPRESENTS AND WARRANTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
- 11. Applicant hereby (a) agrees that Seller may, at Seller's sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application and Agreement, any credit extended by Seller to Applicant or any other issue with the American Arbitration Association or any other recognized arbitration group in accordance with its Commercial Arbitration rules, and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof; and (b) consents to the Arbitration in the Applicable State, and to the application of Delaware law with the exception of Delaware conflicts of laws rules; and (c) agrees to pay all cost and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, administration fees and attorneys' fees.
- 12. To secure the full and timely payment by Applicant to Seller of all now existing and hereafter arising amounts due Seller, Applicant hereby grants to Seller a priority (purchase money) security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by Seller from time to time, and a seperate security interest in all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned hereafter arising or aquired (a) accounts; (h) goods for sale, lease or other disposition which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indennity or performance bonds at any time regardless of whether payment is due to Seller under Seller's payment terms with Applicant. Applicant hereby authorizes Seller to prepare and file any Uniform Commercial Code ("UCC") financing statements, ammendments to UCC financing statements and any other filings or recordings in all jurisdictions where Seller determines appropriate without Applicant's signature, and authorizes Seller to describe the collateral in such financing statements in any manner as Seller determines appropriate.
- 13. This Agreement may be delivered by electronic transmission or facsimile which shall be deemed to be an ordinal.

Applicant ("Customer") Legal Name (Inc., LLC, etc.)	chasing Co.
Signature: Jason Smith	Title: VP Finance, Controller + Asst. St. St. Dale: 12-4-14
Signature:	Title:
Print Name:	Date:
Sales Associale: Terms Requested:	Terms Approved:
For Office Use Only:	

The undersigned, hereinafter referred to Individually or collectively as "Guarantor", having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally and unconditionally guaranties the payment by Applicant to Sellers of all amounts due and owing how, and from time to time hereafter ("Liabilities"), from Applicant to Sellers. Guarantor expressly walves notice from Sellers of its acceptance and rellance on this Personal Guaranty (this "Guaranty"), notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counter-claim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Sellers shall be available hereunder to Guarantor against Sellers, In the event of a default by Applicant on its obligations to Sellers, Sellers may proceed directly to enforce their rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (II hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant If Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights. Guarantor authorizes Sellers to obtain from time to time a consumer credit report and asset/lien search, in order to further evaluate the credit worthings of Guarantor in connection with extension of credit under this Guaranty. Guarantor

irrevocably agrees to provide personal financial statements, historical tax return or other similar financial documents as requested from Sellers from time to time, for continuing and ongoing consideration for extension of credit under this Guaranty, Guarantor agrees to pay all costs, expenses and fees, including reasonable attorneys' fees and expenses, which may be incurred by Sellers in enforcing this Guaranty or protecting their rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one half (14/1/8) percent per month, or the maximum rate that Guarantor may lawfully contract to pay, whichever is less, and in all events lawfully contract to pay, whichever is less, and jurall events calculated in accordance with applicable law, shall be assessed on any amount due and owing to Sellers by Guarantor under this Guaranty until collected. This Guaranty shall be binding upon Guarantor, Guarantor's heirs, successors, assigns, and experesentatives and survivors, and shall inure to the benefit of Sellers, and each of them, jointly and severally, their successors, assigns, affiliates and sharphilders and may be assigned by Sellers without notice to Guarantor. This Guaranty shall be governed by and interpreted with the laws and decisions of the State of by and interpreted with the laws and decisions of the State of Delaware. Guarantor irrevocably agrees, and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Sellers' operating company which provided this Guarenty is located, without regard to the conflicts of law provisions thereof (the "Applicable State"), with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities, this Guaranty or any collateral or security

therefor. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation brought against it by Selices and further waives any right to trial by jury. If more than one, the obligations of the undersigned shall be joint and several. This Guaranty may only be terminated upon the prior written notice of Guarantor delivered to Sellers via ertified mail or upon the termination of the relationship of Applicant with Sellers provided that such notice of termination shall not release or affect any of Guarantor's liabilities existing as of the date Sellers receive such notice of termination. Guarantor hereby (a) agrees that Sellers may, at Sellers' sole option, require Guarantor to arhitrate any controversy or claim arising out of or relating to this Guaranty or any other issue with the American Arbitration Association In accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, [b] consents to the arbitration in the Applicable State, and to the application of Delaware law with the exception of Delaware conflicts of laws rules, and (c) agrees to pay all costs and expenses in connection with the arbitration. including, but not limited to, arbitrators' fees, administration fees and attorneys' fees. If there are more than one of the undersigned, each shall remain liable on this Guaranty until each has given separate written notice delivered via certified mail to Sellers. Guarantor shall immediately notify Sellers, in writing via certified mall, in the event of any sale of a significant portion of Guarantor's interest in the capital stock or other ownership interest of Applicant.

<u> </u>						
(Signature)	(Print Name)	(Social Security Hurribar)	(Home Address)			(Da!e)
(Signature)	(Print Name)	(Social Security Number)	(Home Address)	$\overline{}$		(Date)
(6ignature)	(Print Name)	(Social Security Humber)	(Home Address)			(Dato)
(·				
(Signature)	(Print Name)	(Social Security Number)	(Home Address)			(Date)
JSE OF A CORPORATE TITLE SH				PINITE		DANGER.
	ACH AUTO-DEDU	S? Call 800-253-02		UN I		
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BUS, NAME:		CONTACT	T NAME:			A-240 to - 574 to 502
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CITY:		STATE:	ZIP COD	E: /		
BEST PHONE NUMBER TO REACH YOU A				MBER:		
	rmation of each transaction will be	sent to you by Statement a	nd to the E-mail address	you list on this form	1.	
ENTE	R BANK ACCOUNT NUMBER		J/L	ENTER 9 DIGIT RO	DTING NUMBER	<u> </u>
ENTER BANK NAME:		/		CIVILII O DIGIT ILO	OTHE HOMBEN	
	Please Attach a	Conv. of a Bla	nk Voidad C	Phook		
ir company agrees to pay US Foods, Inc. by						0.00
yment lerms provided by US Foods, it is ack ms as indicated on your invoice, in no ever piled to the invoice prior to intititing the debit is agreement may be revoked by the unders e has not been paid due to insufficient funde the event my electronic debit or transfer is re o undersigned agress to provide a copy of the yment of all charges.	nowledged that US Foods will have no nt will US Foods be authorized to with	authority to draw upon the ban kaw any amounte in excess of	ik accounts of the undersign I the net invoice amount. C	ed at any time prior to t redits due and Identifie	the due date based ed at the time of de	i on your payn divery will also
);	To the Undersigned:					
US Foods, Inc.	Company Name:					
Attn: AR - Auto Deduct						
10410 S. 50th Place	· · · · · · · · · · · · · · · · · · ·					
Phoenix, AZ 85044						
gnature:			Da	ate:		
int Name and Title:			_			\

Generated from Account Center on 3/23/2021 3:05 PM



EXHIBIT B

OCB-CORPORATE ACCOUNT #1119818

Credit Terms: 2 DAYS Past Due: \$197,868.99 Account Balance: \$197,868.99

Credit Consultant: David Crump Pending Payment(s): \$0.00

	Invoice Date	Invoice/Credit	Due Date	Open Amount	Customer PO	Original Invoice	"X" if Paying
Ī	03/16/2021	3465079	03/18/2021	\$124,031.27			
	03/18/2021	3467278	03/20/2021	\$75,888.55			
	03/18/2021	3467279	03/20/2021	\$17,082.06			
	03/19/2021	3468812	03/19/2021	(\$19,132.89)		0000000	



Shipping Address OCB-CORPORATE ACCOUNT 1020 DISCOVERY RD EAGAN, MN 55121

Invoice Number 3468812 Sales Associate ABX

Invoice Date 03/19/2021 Payment Due Pending Terms 2 DAYS Location 201-324-324

Please remit to **USF - PORTLAND**

PO BOX 3929

PORTLAND, OR 97208

Billing Address OCB-CORPORATE ACCOUNT 1020 DISCOVERY RD EAGAN, MN 55121

Customer PO Number

(651) 365-2207

Original Invoice 3468812

Memo Route/Stop

Special Instructions Delivery Instructions PRICING ERROR MULT

ITEMS

3465079, 3467278, 3467279

Smart Foodservice Warehouse Stores are now US Foods CHEF'STORE

Items

Item #	Qty ORD	Qty SHP	UM	- 1	Pack/Size	Brand	Description	Tax	Unit Price	Amount
				Weight						
999999999	-1	-1	cs		1/1		PRICING ERROR		\$19,132.89	(\$19,132.89)

Shipped Weight	0.00	Subtotal	(\$19,
No. of Pieces	-1	Freight	
Dry Goods	-1	Fees	
Freezer	0	Tax	
Cooler	0	Total	(\$19,

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable agricultural commodities act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



Shipping Address OCB-CORPORATE ACCOUNT 1020 DISCOVERY RD EAGAN, MN 55121

Invoice Number 3465079

Sales Associate ABX Vicki Boxberger

Invoice Date 03/16/2021
Payment Due Pending
Terms 2 DAYS
Location 201-324-324

Please remit to USF - PORTLAND PO BOX 3929 PORTLAND, OR 97208 Billing Address
OCB-CORPORATE ACCOUNT
1020 DISCOVERY RD
EAGAN, MN 55121
(651) 365-2207

Customer PO Number

Original Invoice 3465079

Memo Route/Stop

Special Instructions Delivery Instructions

Message

Smart Foodservice Warehouse Stores are now US Foods CHEF'STORE

Items

Item #	Qty ORD	Qty SHP	UM	Ship Weight	Pack/Size	Brand	Description	Tax	Unit Price	Amount
626553			cs		1/25#	DYNAMIC	ICING CREAM CHEESE (07914)			\$3,831.80
74585			cs		1/200CT	MEXICAN ORIGINA	5.25" YEL FRD TACO SHEL (1007529062)			\$1,249.98
628490			cs		1/100CT	DIRECT SRC	LID DOME F/ HALF SZ PAN (07922)	Т		\$34.05
626527			cs		8/3.5#	DYNAMIC	PIE FILLING PECAN (07918)			\$1,915.83
991398			cs		8/3.5#	DYNAMIC	PIE FILLING EGG CUSTARD (07967)			\$2,370.57
991424			cs		8/5#	DYNAMIC	FILLING APL COBBLER (08088)			\$757.62
991437		1	cs		8/5#	DYNAMIC	FILLING PEACH COBBLER (04708)			\$3,169.44
991983			cs		1/20#	MCCALL	OKRA BRD CUT IQF (00191)			\$310.05
991125			CS		8/4#	DYNAMIC	FILLING PIE PUMPKIN (07905)			\$3,537.70
260148			cs		576/.67Z	COUNTRY	DOUGH COOKIE DBL CHOC CHIP SF (08832)			\$2,076.75
258653			cs		384/1Z	READIBAKE	DOUGH COOKIE SUGAR 1Z (04035)			\$1,076.25
209162			cs		5/2#	CENSEA	SHRIMP T/OF 91/110 WHITE (15744)			\$10,721.00
626488			cs		6/2CT	DYNAMIC	CAKE CARROT (05652)		C	\$3,285.70
991073			CS		1/20#	PARTNERS PRODUC	ONIONS DCD 1/4" IQF (03826)			\$881.39
893837			cs		36/13Z	BUFFET	DOUGH PIZZA 12" PRE-SHEETED LRG (03044)			\$2,862.99
991463			cs		15/14.5Z	DYNAMIC	DOUGH SHEETS COBBLER (08230)			\$1,392.80
697468			cs		150/3.4Z	DYNAMIC	POLLOCK FLT SQR 3.4Z (06931)			\$11,499.78
561709			cs		288/1.75Z	DYNAMIC	DOUGH ROLL DNR 1.75Z (07678)			\$4,519.49
991190			cs		115/3.4Z	DYNAMIC	POLLOCK BRD 3.5Z (06404)			\$17,875.08
626449			cs		4/4.4#	DYNAMIC	BROWNIE RTU (04368)			\$4,148.65

Invoice 3465079 for Account: 1119818

Item #	Qty ORD	Qty SHP	UM	Ship Weight	Pack/Size	Brand	Description	Tax	Unit Price	Amount
781409			cs		10/3#	ТАМРА ВАҮ	SHRIMP POPCORN BRD 180/270 (28493)			\$12,141.00
626475			cs		4/2CT	DYNAMIC	CAKE DARK CHOC DEVILS (05707)			\$3,404.04
88435			CS		1/10#	FOSTER	CORN DOG MINI TURKEY (96096)			\$1,539.90
626514			cs		1/8CT	DYNAMIC	PIE CHERRY UNBKD (07906)			\$1,972.58
496782			cs		12/2#	RICH'S	TOPPING WHIP BASE (02903)			\$11,027.94
991177			cs		12/3#	NEPTUNE	SHRIMP BRD BFLY 31/35 (011826)			\$4,223.45
626462			cs		6/2CT	DYNAMIC	CAKE RED VELVET (07916)			\$2,079.36
626644			CS		4/6CT	DYNAMIC	PIE SHELL CUSTARD (07913)		-	\$2,019.60
991554			cs		1/5#	DURHAM PECAN	NUT PECAN PIECES LRG (07549)			\$8,104.05

ped Weight	67638.27	Subtotal	9
lo. of Pieces	3103	Freight	
Dry Goods	84	Fees	
reezer	2934	Tax	
Cooler	85	Total	

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Shipping Address OCB-CORPORATE ACCOUNT 1020 DISCOVERY RD EAGAN, MN 55121

Invoice Number 3467278
Sales Associate ABX
Invoice Date 03/18/2021
Payment Due Pending
Terms 2 DAYS
Location 201-324-324

Please remit to USF - PORTLAND PO BOX 3929 PORTLAND, OR 97208 Billing Address
OCB-CORPORATE ACCOUNT
1020 DISCOVERY RD
EAGAN, MN 55121
(651) 365-2207

Customer PO Number

Original Invoice 3467278 Memo Route/Stop

Special Instructions

Delivery Instructions

Message

Smart Foodservice Warehouse Stores are now US Foods CHEF'STORE

Items

Item #	Qty ORD	Qty SHP	UM	Ship Weight	Pack/Size	Brand	Description	Tax	Unit Price	Amount
626540			cs		1/25#	DYNAMIC	ICING CHOC (07915)			\$2,204.00
991723			cs		18/1#	MIDAS	GRAVY MIX BROWN (AS433060)			\$2,642.88
312249			cs		6/112Z	GEHL'S	PUDDING VAN POUCH (3269)			\$1,008.00
220310			CS		6/112Z	GEHL'S	PUDDING CHOC POUCH (G03268)			\$876.72
991255			cs		18/14.4Z	MIDAS	GRAVY POULTRY VELOUTE MIX (AS486060)			\$3,440.36
821488			cs		1/50#	IDAHOAN	POTATOES DRY MSHD IDAHOAN (2970020395)			\$2,766.40
991333			cs		16/2#	MIDAS	SAUCE CHEESE MIX INSTANT (AS379060)			\$6,093.16
991294			cs		1/50#	BLEND PAK	BREADER CHIX (13645)			\$2,377.08
991021			CS		1/30#	BUFFET'S	MUFFIN MIX CORN (30435)			\$5,657.50
999380			cs		1/48CT	HURLEY	CONT BEV TEA TO-GO DISPOSABLE (06463)			\$19.99
542040			cs		216/2.2Z	RICH'S	DOUGH BISCUIT SOUTHERN STL RD (08405))		\$675.07
627450			cs		8/4#	DYNAMIC	PIE FILLING VAN (07431)			\$675.90
535878			cs		1/20#	FURRS99	PEAS GRN IQF (99-12030)			\$1,863.45
164351			cs		6/5#	TYSON	CHIX CHUNK RAW BTRD FRTR (1007415086)			\$9,312.25
567689			cs		1/20#	SPARE TIME	CHIX TNDR RAW BRD FRTR (1011985086)			\$1,151.50
991099			cs		1/10#	WESTERN EDGE	TILAPIA FLT 2-3Z BL/SL IQF (10410)			\$8,218.95

Invoice 3467278 for Account: 1119818

Item #	Qty ORD	Qty SHP	UM	Ship Weight	Pack/Size	Brand	Description	Tax	Unit Price	Amount
537087			cs		1/20#	VALAMONT	CORN COB YLW SWT 3" FRZ (99- 12120)			\$7,379.55
535904			cs		1/20#	FURRS99	CORN YLW CUT SUPER SWT IQF (99-12075)			\$7,206.85
187230			cs		384/1Z	READIBAKE	DOUGH COOKIE OATML RAISIN 1Z (04037)			\$2,512.00
534994			cs		1/20#	FURRS99	CARROTS SS IQF (99-12395)			\$4,006.40
991372			cs		1/20#	NATIONAL	BEAN GRN CUT 1" (08190)			\$2,111.54
187608			cs		384/1Z	BUFFET'S	COOKIES CHOC CHIP TRAD (4603)			\$3,689.00

ed Weight	62461.94	Subtotal	
of Pieces	2655	Freight	
ry Goods	489	Fees	
ezer	2116	Tax	
ooler	50	Total	

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^{1.5%} per month, or 18.0% per annum service charge will be charged on all past due accounts. Returned checks subject to handling fee.



Shipping Address OCB-CORPORATE ACCOUNT 1020 DISCOVERY RD EAGAN, MN 55121

Invoice Number 3467279
Sales Associate ABX
Invoice Date 03/18/2021
Payment Due Pending
Terms 2 DAYS

201-324-324

Please remit to USF - PORTLAND PO BOX 3929 PORTLAND, OR 97208 Billing Address OCB-CORPORATE ACCOUNT 1020 DISCOVERY RD EAGAN, MN 55121 (651) 365-2207

Customer PO Number

Original Invoice 3467279 Memo 0

D - - - 1 - /O1 - -

Route/Stop

Special Instructions Delivery Instructions

Message

Smart Foodservice Warehouse Stores are now US Foods CHEF'STORE

Items

Location

Item #	Qty ORD	Qty SHP	UM	Ship	Pack/Size	Brand	Description	Tax	Unit Price	Amount
				Weight						
601918			cs		24/250CT	DIXIE	NAPKIN DISP 2PLY REFILL BRN			\$4,233.50
							(32019)			
934575			cs		8/10#	PACKER	BEEF GRD 80/20 FINE (OV138151)			\$12,848.56

7514.00	Subtotal
129	Freight
50	Fees
79	Tax
0	Total
	129 50

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FOOD	5			Invoice for Account: 1119818 (SouthWest Region) Shipping Address: Undetermined	Billing Address: OCB Purchasing Co. 1020 Discovery Road Eagan, MN 55121			
Item Number	Qty ORD	Qty SHP	UM	Brand	Description	Tax	Unit Price	Amount
60764				DOT FOODS INC DRY	MARSHMALLOW, WHT MINI			\$278.46
6810476				WOLVERINE PACKING CO	CHICKEN, 8 PC 16 HD 3.5 LB BI			\$13,471.92
1327665				MIDAS FOODS INTERNATIONAL	SEASONING, MTBL CORSE BAG SHLF			\$285.79
9850181				SAPUTO CHEESE USA	CHEESE, CHEDR MILD SHRD FCY			\$213.30
8293242				HIDDEN VILLA RANCH-NEST FRESH	EGG, HARD CKD PLD WHL F2F IN			\$1,144.00
4747635				WOLVERINE PACKING CO	CHICKEN, LEG MEAT RNDM BLSL			\$1,012.00
8356340				ALAMO DYNAMIC LLC	CAKE, RND 8 RED VELVT NOT			\$871.42
5717023				ALAMO DYNAMIC LLC	DOUGH, CBLR TFF SHT FZN			\$523.92
5546825				RICH PRODUCTS CORPORATION	DOUGH, PIZA CRUST SHEETED FZN			\$318.30
6898611				ALAMO DYNAMIC LLC	CAKE, LAYR 2 CHOC NOT ICED 8			\$984.57
9851429				BAKEMARK-ELYRIA&SPARTANBURG	MIX, MFN CORN			\$2,368.95
7273661				SMITHFOODS PACIFIC	ICE CREAM MIX, SOFT SRV VNLF2F			\$1,883.34
6075634				T. MARZETTI CO.	DRESSING, ITLN FT/FR PLST JAR			\$287.56
4617319				DOT FOODS INC FROZEN	DOUGH, CIN RL W/ ICING & GLAZ			\$127.71
2077972				T. MARZETTI CO.	SAUCE, TRTR PLST JAR SHLF			\$99.33
9444126				BAKEMARK-ELYRIA&SPARTANBURG	MIX, RL YEAST			\$5,927.04
7140735				ALAMO DYNAMIC LLC	SUNFLOWER SEED, SALTD RSTD			\$214.37
5068416				DAISY BRAND	SOUR CREAM, CLTD ALL NTRL LGHT			\$472.80
4577971				VENTURA FOODS(NC)	MARGARINE, HONY SPRED WHPD 720			\$3,047.35
5906938				VENTURA FOODS(NC)	DRESSING, CLSLW CRMY PLST JAR			\$247.78
2732927				T. MARZETTI CO.	DRESSING, BLU CHS PLST JAR REF			\$334.72
9583077				MIDAS FOODS INTERNATIONAL	BASE, CRM MIX SHLF STABL SOUP			\$918.97
5687677				ALAMO DYNAMIC LLC	SAUCE, METLF BLND POUCH FZN			\$312.10
9835745				SUGAR FOODS CORP	CROUTON, SESD HMSTY			\$648.60
5952171				VENTURA FOODS(NC)	SAUCE, CKTL SEAFD PLST JAR REF			\$1,246.92
7921458				MIDAS FOODS INTERNATIONAL	MIX, SCE TYKI ADD WATER POUCH			\$57.89
9015652				DOT FOODS INC DRY	CRACKER, BUTR SALAD REC IW			\$245.96
7332609				SMITHFIELD PKG MEATS F-DICKEYS	BACON, PORK REAL PC .38 SMKD			\$459.36
6129175				COUNTRY HOME BAKERS FDSCV DI	DOUGH, CKY OTML RAI FZN			\$590.40
9839424				DOT FOODS INC DRY	SAUCE STEAK RANCHERS SELECT			\$191.49
9845222				ALAMO DYNAMIC LLC	CHICKEN, DMSTK RNDM BI SKON			\$163.38

Item Number	Qty ORD	Qty SHP	UM	Brand	Description	Tax	Unit Price	Amount
8180070				ALAMO DYNAMIC LLC	PEPPERONI, PORK BF SLCD 14-16			\$557.19
4506697				DOT FOODS INC DRY	POTATO, MSHD FLK DHY ADD WATER			\$2,046.33
6228576				NEPTUNE FOODS/FISHERMAN S	SHRIMP, BRDD RAW 31-35 BTFLY			\$5,940.00
8934754	1			TWO RIVERS DISTRIBUTION	BEEF, RIBEY 112A 2X2 L/ON			\$4,680.00
2204128				BLEND PAK INC	BREADER, CHIX BAG			\$580.00
9834243				TYSON FOODS INC-APF	HOMESTYLE COUNTRY FRIED STEAK			\$1,264.80
9853524				HARVEST FRESH CATFISH CO., INC	PANGASIUS, STPED 7-9 Z FIL			\$1,055.25
1215312				ALAMO DYNAMIC LLC	ONION, DCD 1/4 DMSTC IQF FZN			\$173.94
8885030				BLACKHIVE CORP	PEPPER, JLP SLCD NACHO IN			\$272.22
5003983				DOT FOODS INC DRY	CRUMB, GHM CRKR PLN FINE BAG			\$232.15
5199392				WOLVERINE PACKING CO	BEEF, GRND 80/20 FINE RAW FZN			\$6,489.60
163832				TYSON FOODS INC.	CHICKEN, CHNK RNDM BTRD FRITR			\$3,375.00
1624995	0			SMITHFIELD PACKAGED MEATS-FARM	PORK, LOIN BSO BNLS CC RAW FZN			\$205.69
4828043				WOLVERINE PACKING CO	CHICKEN, QTR LEG RNDM BI SKON			\$1,548.00
7110031				BLEND PAK INC	MIX, HUSH PUPPY W/ ONION ADD			\$866.25
694158				DIAMOND CRYSTAL SALES LLC	MIX, GRVY CNTRY NO MSG ADDED			\$754.88
3714390				MIDAS FOODS INTERNATIONAL	MIX, GRVY PLTRY SHLF STABL			\$1,735.92
9835620				COUNTRY HOME BAKERS FDSCV DI	DOUGH, CKY CHOC CHIP 1 Z FZN			\$1,240.80
1283555				DIAMOND CRYSTAL SALES LLC	GELATIN STRAWBERRY BUFFET 25#			\$473.55
3014677				COUNTRY HOME BAKERS FDSCV DI	DOUGH, CKY SUGAR FZN		0	\$1,773.20
6282800				TARRIER FOODS CORP.	TOPPING RNBOW SPRINK BUF 10#			\$75.60
1701355				ALAMO DYNAMIC LLC	PIE, CHRY DEEP DISH TFF 9			\$492.16
3789887				TYSON FOODS INC.	CHICKEN, TENDR BRST MEAT BRDD			\$500.00
4353280				B & G FOODS INC	SPICE, ONION PWDR PLST SHKR			\$32.50
9853607				FLOWERS SPECIALTY FOODS	BREAD, 3/4 FZN TX. TOAST			\$553.00
2276723				CONTINENTAL MILLS INC	MIX, CAKE HOT FUDGE PDNG			\$737.88
5210497				A ZEREGAS SONS INC	PASTA, SPAG 10 SHLF STABL			\$1,311.00
1748410				MIDAS FOODS INTERNATIONAL	MIX, SCE CHS CHEDR ADD WATER			\$3,147.27
2000966				RICH PRODUCTS CORPORATION	BASE, WHPD TPNG LIQ NONDARY			\$1,252.42
4128862				ALAMO DYNAMIC LLC	CAKE, RND 8 CRRT NOT ICED			\$802.20
888982				ALAMO DYNAMIC LLC	BEEF, TACO FLNG W/ CHIX SESD			\$3,467.78
2900781				ALAMO DYNAMIC LLC	POLLOCK, 3.45 Z FIL BLSL RAW			\$3,388.98
1858782				MIDAS FOODS INTERNATIONAL	MIX, GRVY BRN SHLF STABL			\$1,172.47
5621545				DOT FOODS INC DRY	CEREAL, DNBIT FRUTY			\$93.60
2290726				SMITHFIELD PACKAGED MEATS-FARM	HAM, BNLS PIT STYL W/A SMKD			\$3,351.10
3767969				ALAMO DYNAMIC LLC	TILAPIA, 2-3 Z FIL BLSL RAW			\$187.44
8917234				ALAMO DYNAMIC LLC	BROWNIE, CHOC NOT ICED TFF SHT			\$687.14
6721523				WOLVERINE PACKING CO	BEEF, CHUK SHLDR CLOD SLCT F2F			\$1,084.32

Item Number	Qty ORD	Qty SHP	UM	Brand	Description	Тах	Unit Price	Amount
1495753				TARRIER FOODS CORP.	CANDY, GUMY BEAR			\$597.60
8140397	0			ALAMO DYNAMIC LLC	FILLING, CUSTD EGG PIE TFF RTU			\$467.04
1167147				B & G FOODS INC	SPICE, PPKA SPN GRND SHLF			\$335.92
9079070				TARRIER FOODS CORP.	TOPPING, CHOC CNDY COTED BTTN			\$54.25
1743908				ALAMO DYNAMIC LLC	OKRA, BRDD HVY CUT RND RAW FZN			\$2,760.40
8591142				WOLVERINE PACKING CO	TURKEY, BRST RST SKON SOLUT			\$2,808.96
8412239				ALAMO DYNAMIC LLC	FILLING, PMKN PIE TFF RTU			\$1,534.80
2140385	0			ALAMO DYNAMIC LLC	FILLING, PECN PIE TFF RTU			\$434.56
393512				ALAMO DYNAMIC LLC	FILLING, APPL CBLR RTU BAG FZN			\$1,542.83
3403516				DOT FOODS INC FROZEN	OKRA, CUT FZN			\$174.84
2216884				TAMPA BAY FISHERIES INC	SHRIMP, BRDD RAW 60-90 PCRN			\$6,460.20
6044090				ALAMO DYNAMIC LLC	FILLING, PTPIE CHIX CKD FZN			\$976.56
5039086				BAGCRAFTPAPERCON	LINER, PAN FOOD 12X16 QUILN			\$957.60
6719090	0			ALAMO DYNAMIC LLC	FILLING, PCH CBLR RTU BAG FZN			\$2,690.35
464610				DOT FOODS INC DRY	CRANBERRY SAUCE, JLYD CND			\$951.72
8925368				ALAMO DYNAMIC LLC	POLLOCK, BRDD 3.5 Z SQ RAW FZN			\$3,426.72
3787777	0			DOT FOODS INC FROZEN	SOUP, CHIX NDL TFF RTU TUB FZN			\$1,516.06
3470973				ECOLAB PRODUCTS, INC.	URINAL SCREEN, AP SOLID BLOC			\$548.30
4055703				DOT FOODS INC FROZEN	SOUP, CLAM CHWDR BSTN CNDSD			\$1,103.52
1300960				ECOLAB PRODUCTS, INC.	CLEANER, BTHRM 73 DISINFECTING			\$944.31
5055702				DOT FOODS INC FROZEN	SOUP, PTATO W/ BACN CNDSD ADD			\$963.69
9848847				NATIONAL FROZEN FOODS (DIR)	PEA, GRN FCY IQF FZN			\$350.17
9126725	1			ALAMO DYNAMIC LLC	SURIMI, IMIT CRBMT SALAD STYL			\$730.20
1360240	0			NATIONAL FROZEN FOODS (DIR)	CARROT, COIN CUT 7/8 FCY			\$1,020.50
5961563				ALAMO DYNAMIC LLC	BEAN, GRN CUT 1-4 SIEV FCY FZN			\$1,669.44
7213192	•			A ZEREGAS SONS INC	PASTA, CAVATP SHLF STABL			\$105.90
9426214				DOT FOODS INC FROZEN	JUICE BASE, ORNG 100% 3:1 FZN			\$268.08
8331506				DOT FOODS INC DRY	SEASONING, STK MNTRL RUB PLST			\$224.18
8803314				TWO RIVERS DISTRIBUTION	BEEF, TOP SRLN BUTT 184 XTRIM			\$16,957.22
9847518				ALAMO DYNAMIC LLC	BROCCOLI, FLORT GRD A IQF FZN			\$2,033.52
7501216				US FOODS-5Z PTOR SOURCED MIX	SEASONING, RTSRE PLST SHKR			\$123.23
6522783	0			MCCALL FARMS INC	BEAN, PINTO CND			\$1,342.78
1117035				DOT FOODS INC DRY	GLAZE, STWBY RTU			\$215.70
5403021				ALAMO DYNAMIC LLC	CONTAINER, PAPR BORD 21X13X9			\$530.40
9851858				HANOVER FOODS CORPORATION	BEET, SLCD PKLD 1/4 CND			\$3,287.60
4500245				BLACKHIVE CORP	PEACH, SLCD IN LS CND			\$1,223.78
9840430				FURMANO FOODS INC.	BEAN, PORK & IN TMTO SCE CND			\$1,782.76
7571847				ECOLAB PRODUCTS, INC.	CLEANER, GLS LIQ JUG BLU			\$386.37

Item Number	Qty ORD	Qty SHP	UM	Brand	Description	Тах	Unit Price	Amount
1238337				SOUTHEASTERN PAPER GROUP	LINR 44 GAL 36X50 .7 MIL CLEAR			\$1,582.35
4053393				GP CONSUMER PRODUCTS LP-FD	STRAW, JMB 7.75 TNSLT WRPD			\$960.00
5922224				ESSITY PROFESSIONAL HYGIENE NA	WIPE, FDSV RAYON 13X21.5 BLU			\$931.50
5880075				ESSITY PROFESSIONAL HYGIENE NA	TISSUE, TLT JMB RL 3.55 X2000			\$593.97
5568811				DOT FOODS INC DRY	LID, CONT 32 Z FLAT PLST CLR			\$519.70
9812227				ALAMO DYNAMIC LLC	PAN, STMTBL FOIL 1/2 SZ 1.68 D			\$440.48
5568910	,			ALAMO DYNAMIC LLC	CONTAINER, 32 Z 1 CMPT PLST			\$178.80
959460				DOT FOODS INC DRY	LID, CONT 32 Z DOME PLST CLR			\$113.52
9675053				ALAMO DYNAMIC LLC	BAG, C-OUT 11.5Z6.5Z21 PLST			\$14.75
					PROPRIETARY PRODUCT SW TOTAL			\$165,388.45

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable agricultural commodities act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% per month, or 18.0% per annum service charge will be charged on all past due accounts. Returned checks subject to handling fee.

EXHIBIT C



OCB PURCHASING CO. NORTHERN DISTRICT OF TEXAS CASE NUMBER 20-30727

PROOF OF CLAIM

SUMMARY

		CUSTOMER		INVOICE/		
REFERENCE	TYPE	NUMBER	CUSTOMER REF	DELIVERY	AMOUNT	DIV
				DATE		
2972319	CR MEMO		RYAN'S SUMMERVILLE, SC	3/2/2020	-\$433.34	3139
2747737	INVOICE	21179676	RYAN'S SUMMERVILLE, SC	3/11/2020	\$11,756.12	3139
2748195	INVOICE	41179672	RYAN'S ROME, GA	3/11/2020	\$42.04	3139
2747079	INVOICE	81179624	RYAN'S WAYCROSS, GA	3/11/2020	\$6,161.77	3139
2792771	INVOICE	21179635	RYAN'S MYRTLE BEACH	3/12/2020	\$6,881.93	3139
2998749	CR MEMO	41179672	RYAN'S ROME, GA	3/12/2020	-\$17.97	3139
2750966	INVOICE	41179672	RYAN'S ROME, GA	3/12/2020	\$6,237.08	3139
2793189	INVOICE		RYAN'S ROME, GA	3/12/2020	\$46.58	3139
2749258	INVOICE	81179665	RYAN'S COMMERCE, GA	3/12/2020	\$5,437.98	3139
2974765	CR MEMO	21179635	RYAN'S MYRTLE BEACH	3/16/2020	-\$117.26	3139
2888363	INVOICE	21179635	RYAN'S MYRTLE BEACH	3/16/2020	\$1,449.10	3139
2974775	CR MEMO	41179672	RYAN'S ROME, GA	3/16/2020	-\$31.18	3139
2974776	CR MEMO	41179672	RYAN'S ROME, GA	3/16/2020	-\$99.84	3139
2854894	INVOICE	41179672	RYAN'S ROME, GA	3/16/2020	\$1,376.66	3139
2852430	INVOICE	81179624	RYAN'S WAYCROSS, GA	3/16/2020	\$1,778.46	3139
2855245	INVOICE	81179665	RYAN'S COMMERCE, GA	3/16/2020	\$1,316.37	3139
1654	INVOICE	21179676	RYAN'S SUMMERVILLE, SC	3/18/2020	\$399.94	3139
1655	INVOICE	21179676	RYAN'S SUMMERVILLE, SC	3/18/2020	\$64.30	3139
1260	INVOICE		RYAN'S WAYCROSS, GA	3/18/2020	\$1,200.65	3139
29242	INVOICE	21179635	RYAN'S MYRTLE BEACH	3/19/2020	\$1,819.95	3139

BALANCE OF DELIVERED GOODS \$45,269.34
BALANCE OF NW REGION INVENTORY \$197,868.99
BALANCE OF SE REGION INVENTORY \$165,388.45

TOTAL SECURED CLAIM \$408,526.78

THIS CLAIM IS SECURED BY UCC FINANCING STATEMENT #828691500022 FILED WITH THE MINNESOTA SECRETARY OF STATE ON 6/03/2015 AND CONTINUED ON 5/11/2020. COPIES OF THE INVOICES AND CREDIT MEMOS ARE VOLUMINOUS AND WILL BE MADE UPON REQUEST.

Filing Number: 828691500022

Date: 06/03/2015 Time: 10:58 AM

STATE OF MINNESOTA
Office: Office of the Minnesota

Secretary of State

UCC1 - Original Filing - UCC Financing Statement

RETURN ACKNOWLEDGEMENT TO:

Mary Cowan 729 Miner Road Highland Heights, OH 44143

DEBTOR INFORMATION

ORGANIZATION'S NAME

OCB Purchasing Co.

MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY1020 Discovery Rd #100EaganMN55121USA

SECURED PARTY INFORMATION

ORGANIZATION'S NAME

US Foods, Inc.

MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY9399 West Higgins RoadRosemontIL60018USA

COLLATERAL

To secure the full and timely payment by Applicant to Seller of all now existing and hereafter arising amounts due Seller, Applicant hereby grants to Seller a priority (purchase money) security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by Seller from time to time, and a separate security interest in all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned hereafter arising or acquired (a) accounts, (b) goods for sale, lease or other disposition which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles.

ADDITIONAL INFORMATION(IF ANY)

ADDITIONAL FILER REFERENCE DATA: NCS UCC #U178594

This Change affects Debtor or Secured Party of record item 6a or 6. CURRENT RECORD INFORMATION: Complete for Party Information Change 6a. ORGANIZATION'S NAME OR 6b. INDIVIDUAL'S SURNAME 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Complete for Assignment On Complete for On C	File Nun File Date	ota Secretary of State	ì,			
UCC@NCSCredit.com MN SOS C. SEND ACKNOWLEDGMENT TO: (Name and Address) NCS UCC Services Group PO Box 24101 Cleveland, OH 44124 USA (800) 826-5256 L. TERMINATION: Effectiveness of the Financing Statement identified above is Statement 3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, a For partial assignment, complete items 7 and 9 and also indicate affected colla 4. CONTINUATION: Effectiveness of the Financing Statement identified above continued for the additional period provided by applicable law 5. PARTY INFORMATION CHANGE: Check one of these two boxes: This Change affects Debtor or Secured Party of record item 6a or 6. CURRENT RECORD INFORMATION: Complete for Party Information Change 6a. ORGANIZATION'S NAME OR 6b. INDIVIDUAL'S SURNAME FI 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Canada Party of Party Information Canada Party Or Party Infor	File Nun File Date	mber: 1158523700025	!			
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information C 7a. ORGANIZATION'S NAME	- provide only <u>one</u> name (6a or 6b)					
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Carlo Complete for Assignment or Party Information Carlo Car	IRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX			
7a. ORGANIZATION'S NAME						
	Change - provide only one name (7a or 7b) (use exact, full name	me; do not omit, modify, or abbreviate any part of th	ie Debtor's name)			
OR 7b. INDIVIDUAL'S SURNAME						
INDIVIDUAL'S FIRST PERSONAL NAME						
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX			
7c. MAILING ADDRESS CI	ITY	STATE POSTAL CODE	COUNTRY			
8. COLLATERAL CHANGE: Also check one of these four boxes: ADD co	ollateral DELETE collateral R	ESTATE covered collateral AS	SIGN collatera			
Indicate collateral:						
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMEI If this is an Amendment authorized by a DEBTOR, check here and provide name	NDMENT: Provide only <u>one</u> name (9a or 9b) (ne of authorizing Debtor	name of Assignor, if this is an Assignment)			
9a. ORGANIZATION'S NAME	1. 23.10.12.11g 200101					
US Foods, Inc.						
OR 9b. INDIVIDUAL'S SURNAME FI	RST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX			
10.OPTIONAL FILER REFERENCE DATA: UCC# U178594 OCB Purchasing Co. Ref# R						